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**UNIVERSITY OF  
MEDICINE & DENTISTRY  
OF NEW JERSEY**

**AND**

**COUNCIL OF CHAPTERS  
AMERICAN ASSOCIATION  
OF UNIVERSITY PROFESSORS**

**JULY 1, 2004 UNTIL RENEGOTIATED**

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**Agreement between  
University of Medicine & Dentistry of New Jersey  
and Council of Chapters of the  
American Association of University Professors**

**July 1, 2004 until Renegotiated**

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## **PREAMBLE**

This Agreement is effective July 1, 2004, by and between the University of Medicine and Dentistry of New Jersey (hereinafter called the University) and the Council of Chapters of the American Association of University Professors at the University of Medicine and Dentistry of New Jersey (hereinafter called the Association). The parties recognize that it is the responsibility of the University to provide a high quality educational program, to encourage the development of new knowledge through research, and to provide service to the larger community and that this Agreement is intended to contribute to the fulfillment of those responsibilities. The parties recognize and declare that it is their mutual goal to maintain a harmonious relationship in determining 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

### DEFINITIONS

1. The University of Medicine and Dentistry of New Jersey ("the University") is comprised of eight units for the purpose of this Agreement:
  - a. New Jersey Medical School
  - b. New Jersey Dental School
  - c. Graduate School of Biomedical Sciences
  - d. Robert Wood Johnson Medical School
  - e. School of Osteopathic Medicine
  - f. School of Nursing — *SAL.*
  - g. University Libraries
  - h. School of Public Health
2. The Council of Chapters of the American Association of University Professors at the University ("the Association") is composed of two chapters:
  - a. UMDNJ-New Jersey Medical School, UMDNJ-Graduate School of Biomedical Sciences, UMDNJ-New Jersey Dental School, UMDNJ-School of Nursing and UMDNJ Libraries.
  - b. UMDNJ-Robert Wood Johnson Medical School, UMDNJ-School of Osteopathic Medicine and UMDNJ-School of Public Health.
3. Faculty unit members refers to all faculty members of the Association as described in Article II, Recognition.
4. Librarian unit members refers to all librarian members of the Association as described in Article II, Recognition.
5. Grievant is a member of the Association who has filed a grievance under Article V.
6. Department is a subdivision of a school maintained for the purpose of conducting a curriculum or curricula in a specified field of learning.

- 7. Section is a departmental subgroup with a discrete professional identification including a national certification board and separate residency programs.
- 8. Academic Division is a departmental subgroup without a national certification board and/or a separate residency program but having a generally accepted discrete research and/or clinical specialty base.
- 9. Service Division is a subdivision of a school created to improve and/or coordinate health care delivery.
- 10. Bargaining unit members, unit members or employees . . . all members of the bargaining unit as described in Article II.

DENTAL School  
 FELDMAN  
 COLE

School of PUB  
 HEALTH  
 GEORGE RHOADS

MARLOW GAUNT  
 MARTIN LIB  
 MARIANA

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## ARTICLE II

### RECOGNITION

The University recognizes the Association as the exclusive negotiating agent for all full-time teaching and/or research faculty and librarians, all part-time teaching and/or research faculty and librarians who are employed at 50% or more of full-time by the University, but specifically excluding all faculty members at the UMDNJ-School of Health Related Professions, all faculty members and librarians who are employed by the University at less than 50% of full-time, all faculty members and librarians who in addition to their professorial or librarian titles hold any title which carries managerial, administrative, or supervisory responsibility (among titles so excluded are President, Vice President, Dean, Vice Dean, Associate Dean, Associate Vice President, Assistant Dean, Assistant to the Dean, Director, Department Chairperson, Section Chief, Division Chief, Division Director, University Librarian, Assistant University Librarian, Campus Library Director, Personnel Administration Librarian, Supervising Librarian), and all other employees not employed as faculty or librarians, for the purpose of negotiations regarding the terms and conditions of employment and in the settlement of grievances, except for the provisions in the Side Letter of Agreement on Recognition, dated December 9, 1994 and attached hereto as a Side Letter of Agreement.

## ARTICLE III

### POLICY STATEMENTS

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

1. 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.
2. The Association recognizes its responsibility as negotiating agent and agrees to represent all faculty and librarians in the negotiating unit.
3. Individual contracts entered into between the University and individual bargaining unit members shall not conflict with the terms of this Agreement.
4. The University agrees to involve the bargaining unit members in the effectuation of University policies determining terms and conditions of employment.
5. Where any University regulation or policy is in conflict with any specific provision of this Agreement, or when any procedure or amendment of procedure conflicts with any specific provision of this Agreement, the Agreement shall govern.
6. Neither the Association nor any individual represented by it will engage in or support any strike, work stoppage, or other job action.
7. The University shall not institute or support any lockout of bargaining unit members.
8. Where there is a disagreement between a faculty unit 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.



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9. When a bargaining unit member participates in teaching, patient care or other 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 bargaining unit members shall be reflective of and consistent with obligations involved.
  10. Librarians in the bargaining unit shall be governed by staff policies, rules and regulations except as modified by this agreement.

## ARTICLE IV

### PERMANENT PERSONNEL FILES

- A. The permanent personnel file is kept in a location designated by the Dean of the faculty unit member's educational unit or in the office of the Director of Human Resources on the campus at which the librarian unit member is employed. Within five (5) working days of the request and with reasonable notice, bargaining unit 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 requests of bargaining unit members 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 bargaining unit members. The bargaining unit member may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse. 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 bargaining unit member is placed in the permanent personnel file in question, a copy of such material shall be sent to the bargaining unit member. The bargaining unit member's response must be made within twenty one (21) calendar days of the day the unit member first received the document.
- B. No document of anonymous origin shall be placed in the permanent personnel file or used against a bargaining unit 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 bargaining unit 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 bargaining unit member's retention, dismissal, salary improvement, promotion, or tenure which was not previously transmitted to the bargaining unit member and which is to be relied upon in personnel action shall be made available to the bargaining unit member and a reasonable time provided to respond.

- F. The bargaining unit member may add to those records such material as the individual believes necessary to give reasonable representation of the individual's record.
- G. Only documents which have been placed in the permanent personnel file may be used in any personnel action.

## ARTICLE V

### GRIEVANCE PROCEDURE

#### A. Purpose

The parties agree that it is in the best interests of the academic community that all grievances be resolved promptly, fairly and equitably. To this end, relevant and necessary public information, material and documents concerning any grievance shall be provided by the Association and the University upon written request to the other. This entitlement to information does not include the use of written questions directed to individuals where relevant and necessary information sought can be obtained from witnesses or the University representatives who attend a grievance hearing.

The following procedure, which may be initiated by a bargaining unit member and/or the Association, shall be the sole and exclusive means of seeking adjustment and settling those grievances which are grievable under this Article in cases where the parties are entitled to have the grievance determined through binding arbitration at the final step.

The parties recognize that a bargaining unit member may have rights arising from sources other than this Agreement, and nothing herein shall be construed to prevent any action brought pursuant to such rights where the final step on a grievance is not binding arbitration.

#### B. Definition of a Grievance

A grievance is an allegation by a bargaining unit member or the Association that there has been:

1. A breach, misinterpretation or improper application of the terms of this Agreement, including the Appendices, or a violation of applicable written University promotion or reappointment procedures, discipline imposed upon bargaining unit members, including, but not limited to, discipline (including termination of librarian unit members) imposed for an asserted breach of University regulations or policies, or a proposed suspension of up to thirty (30) days for medical/dental, School of Public Health and School of Nursing faculty unit member and for librarian unit members. No such suspension shall begin to run until 21 days after the affected unit member has, or reasonably should have gained, knowledge of the proposed suspension or, if such person grieves

the suspension, until after the Step One determination. In no event shall such a suspension serve to terminate or limit in any way the hospital privileges of unit members, which privileges may be suspended or terminated in conformance with the applicable hospital bylaws.

2. An arbitrary, capricious or improper application of, or failure to act pursuant to other written policies, rules, or regulations of the University, or statutes, which prescribe terms and conditions of employment.
3. The following matters shall not be grievable:
  - a. Termination of medical/dental, School of Public Health or School of Nursing faculty unit members for cause, which shall be subject to the procedure set forth in Article XXVI;
  - b. Letters of reprimand;
  - c. Discipline imposed pursuant to University policies which have been arrived at by negotiation between the University and the Association and which set forth alternative procedures for affected faculty unit members to appeal disciplinary action imposed upon them. The sole method for appealing such discipline is the one specified in each policy;
  - d. Termination at will, as provided in the University Bylaws, for qualified title faculty unit members; and
  - e. Decisions pursuant to Article VIII, Section B.8.

### **C. Preliminary Informal Procedure**

A bargaining unit member may orally present and discuss a grievance with his or her department Chairperson or for librarian unit members his or her campus library director on an informal basis. At the bargaining unit member's option, he or she may request the presence of an additional faculty member or librarian as appropriate. If the bargaining unit member exercises this option, the department Chairperson or campus library director may determine that such grievance be moved to the first formal step.

Informal discussions shall not extend the time within which a grievance must be filed unless such an extension is agreed to in writing by a representative of the University.

**D. Formal Steps**

**1. Step One**

Within twenty one (21) calendar days after the event or occurrence, or the date on which the aggrieved party first gained or should reasonably have gained knowledge of the event or occurrence, the aggrieved party shall present the grievance in writing to the appropriate Dean or, for librarian unit members, to the University Librarian, with a copy to the Senior Vice President for Academic Affairs and to the Association, on the form agreed to by the Association and the University. The Dean or the University Librarian shall discuss the grievance with the grievant and render a decision to the grievant within twenty one (21) days after receipt of the grievance.

**2. Step Two**

If the grievant is not satisfied with the disposition of the grievance at Step One, the Association, as representative of the bargaining unit member, may, within thirty (30) days from the date the grievant receives the decision at said Step One as to a grievance brought under B(1) above, and upon written notification of intent to arbitrate to the Dean or University Librarian, appeal the decision at Step One to arbitration. The arbitrator shall conduct a hearing and investigation to determine the facts and render a decision for the resolution of the grievance. An arbitrator's decision shall be binding. In no event shall an arbitrator's decision have the effect of adding to, subtracting from, modifying or amending the provisions of this Agreement, or any policy of the State, or the University. The arbitrator shall not substitute his or her judgment for academic judgments, including medical, dental, professional or clinical practice judgments, rendered by the persons charged with making such judgments.

If the grievant is not satisfied with the disposition of the grievance at Step One, brought under B(2) above, the Association, as representative of the bargaining unit member, may, within thirty (30) days from the date the grievant received the decision at said step of a grievance brought under B(2) above, and upon written notification of intent to appeal to the Dean or University Librarian, appeal the decision at Step One to the Senior Vice President for Academic Affairs of the University. The decision of the Senior Vice President

for Academic Affairs shall be the final step of the grievance procedure within the University for grievances brought under B(2).

Only the Association shall have the right to invoke arbitration. Any costs resulting from the arbitration 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 and shall set forth the reasons for the award.

Arbitrators shall be selected on a case-by-case basis under the selection procedures of the Public Employment Relations Commission.

**E. Resolution of Grievances Concerning Promotion and Reappointment**

1. Matters pertaining to promotion and reappointment of faculty unit members shall be grievable under this agreement only upon the basis of claimed violations involving discriminatory treatment in violation of Article III, Section 1 or claimed violations of applicable written University promotion or reappointment procedures. In all such cases the burden of proof shall be upon the grievant and the decision shall not be set aside during the process of the grievance. In no such cases may an arbitrator order promotion or reappointment of a grievant. Rather, where appropriate, the remedy shall be to remand the matter to the proper level of the involved School for elimination of defects in the procedural process.
2. Where a matter is remanded pursuant to subparagraph 1 above, the arbitrator may, where appropriate, direct that the President of the University, in consultation with the Association, appoint an ad hoc review committee to substitute for any individual or committee which had been involved in the previous promotion or reappointment action. The purpose of such ad hoc committee will be to consider the involved matter and elimination of defects in the procedural process or elimination of impropriety in the decision making process and to make its recommendations concerning the involved promotion or reappointment matter to the individual or Committee having original jurisdiction.

**F. Time Limits**

1. In the event that the time limitation imposed under Step One as to discussion, hearing and decision are not complied with, the grievance shall, upon request, be moved to Step Two.
2. Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, the Senior Vice President for Academic Affairs may substitute for the Dean or University Librarian in Step One of the process.
3. No adjustment of any grievance shall be imposed retroactively beyond the date on which the grievance was initiated or the twenty-one (21) day period provided in Section D1 above except that payroll errors and related matters shall be corrected to the date of error.
4. Time limits provided for in this Article may be extended by mutual written agreement of the parties at the level involved.
5. If the University's decision at Step One is not appealed within the appropriate time limits, such grievance will be considered closed and there shall be no further review or appeal.

**G. Representation**

The grievant may be represented by the Association Representative at Step One of the Grievance Procedure. No more than two (2) Association representatives may be present at any time and no Association representative will permit attendance at hearings to interfere with obligations to the University. Where more than one Association representative is present, only one shall act as spokesperson for the grievant.

- H. Nothing in this Article shall be construed as compelling the Association to submit a grievance to arbitration.
- I. No reprisal of any kind shall be taken against any participant in this grievance procedure by reason of proper participation in such procedure.
- J. Grievance records shall not be part of the permanent personnel file utilized in the promotion or retention process unless such grievance records pertain to the matter under consideration.
- K. Reference to days in this article means calendar days.



## **ARTICLE VI**

### **MANAGEMENT RIGHTS**

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.

All such rights, powers, authority and prerogatives of management are retained subject to limitation as may be imposed by the New Jersey Public Employer-Employee Relations Act, as amended, and except as they are specifically abridged or modified by this Agreement.

The University retains its responsibility to promulgate and enforce rules and regulations, 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 unit members and which are not inconsistent with the express provisions of this Agreement.

On an annual basis, each bargaining unit member shall be assessed and evaluated as to professional competence in the performance of his or her duties over the year in question. The written evaluation and supporting documentation shall be submitted by the department Chairperson to the appropriate Dean for faculty and by the campus library director to the University Librarian or his or her designated representative for librarian unit members and to the bargaining unit member within 30 days of his or her evaluation date and shall be incorporated in the permanent personnel file.

## ARTICLE VII

### ASSOCIATION RIGHTS

- A. 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.
- B. Recognizing that Association officers are exercising a legitimate professional concern and contributing to the academic community, the University agrees to notify all Deans, department Chairpersons and library directors of the names of such bargaining unit members and request that their responsibilities be considered when duties are being assigned. Copies of these memoranda or letters informing the Dean and Chairpersons shall be sent to the bargaining unit members and the President of the appropriate AAUP Chapter. Except as provided in this Agreement, however, no bargaining unit member may engage in Association activities during the course of his or her officially assigned academic obligations.
- C. 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.
- D. The Association shall have the right, in accordance with University procedure, to make reasonable use of University duplicating, computing, office and audiovisual equipment.
- E. 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. The Association shall be notified of new hires of librarian unit members within thirty (30) days of the date of hire.
- F. The University agrees to deduct from each bargaining unit member's paycheck the professional dues of the Association, provided said bargaining unit member furnishes a voluntary written authorization for such deduction on a form acceptable to the University. Any change in the amount of the Association's professional dues shall be certified to the University by the Association at least thirty (30) days prior to the pay cycle in which the new amount is to apply. There shall be no requirement

for an additional authorization for the deduction of the new amount. Deduction of Association professional dues made pursuant hereto shall be remitted to the Association at the end of the calendar month in which such deductions are made, together with a list of bargaining unit members from whose pay deductions have been made. Dues deduction for any bargaining unit member shall be limited to the Association. Bargaining unit members shall be eligible to withdraw dues deduction authorization for the Association only as of January 1 or July 1 of each year provided the notice of withdrawal is filed timely with the responsible payroll clerk.

**G. Representation Fee**

1. The parties agree that the representation fee contained in the prior collective negotiations agreement shall be continued for the duration of this agreement. Nothing herein shall be deemed to require any bargaining unit member to become a member of the Association.
2. 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 benefitting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.
3. New bargaining unit members who are Association members shall be required to pay the established representation fee in the first payroll period following thirty (30) days of employment.

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

4. The Association agrees that it will indemnify and hold the State and/or the University harmless from any claims, actions or proceedings brought by any bargaining unit 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 bargaining unit member who was identified by the University as excluded or in good faith inadvertently omitted from deduction of the representation fee.

**5. 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 bargaining unit member which represents the bargaining unit member's additional pro rata share of expenditures by the Association that are either 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 bargaining unit member shall be entitled to a review of the amount of the representation fee by requesting the Association 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 bargaining unit member dissatisfied with the Association's decision may appeal to the three (3) member board established by the Governor of the State of New Jersey under NJSA 34:13A, as amended.
- e. The Association shall submit a copy of its review system to the University. The deduction of the representation fee shall be available only if the Association establishes and maintains this review system.
- f. It is understood that the implementation of the agency fee program is predicated on the demonstration by the Association that more than 50% of the eligible bargaining unit members in the negotiation unit are dues paying members of the Association.

If at the signing of this Agreement the above percentage has not been achieved, the agency fee plan will be continued through pay period 26 of the calendar year, after which it shall be discontinued unless the minimum has been achieved prior to that occurrence. 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 agreement on July 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.

- g. Provisions in this clause are further conditioned upon all other requirements set by statute.
- H. 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 law.
- I. 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.
- J. 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 Campus Human Resources Office on each campus with 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 I.

# ARTICLE VIII

## COMPENSATION

### A. Academic Base Salary Ranges

Each position in the bargaining unit shall be assigned to a specific academic base salary range. The salary ranges shall consist of a minimum and a maximum. No full-time unit member shall be paid less than the minimum of his/her salary range and no part-time unit member shall be paid less than the prorated minimum of the range. The salary ranges are contained in Appendices A, B, C and D.

### B. Salary Increases

#### 1. Medical, dental and public health faculty unit members:

For each of the years FY2005, FY2006, FY2007, FY2008 and FY2009, medical, dental and public health faculty unit members shall receive the following increases to academic base salaries:

<u>Year</u>	<u>Increase</u>	<u>Effective Date</u>
FY2005	Across-the-Board 2.5%	9/5/04
	Merit .25% - 5.0%	12/26/04
FY2006	Across-the-Board 2.0%	9/4/05
	Merit .25% - 4.0%	9/4/05
FY2007	Across-the-Board 2.25%	9/3/06
	Merit .25% - 4.5%	9/3/06
FY2008	Across-the-Board 2.0%	9/2/07
	Merit .25% - 4.0%	9/2/07
FY2009	Across-the-Board 3.0%	8/31/08
	Merit .25% - 6.0%	12/28/08

2. Nursing faculty unit members:

For each of the years FY2005, FY2006, FY2007, FY2008 and FY2009, nursing faculty unit members shall receive the following increases to academic base salaries:

<u>Year</u>	<u>Increase</u>	<u>Effective Date</u>
FY2005	Across-the-Board	3.0%
	Merit	.25% - 6.0%
FY2006	Across-the-Board	2.5%
	Merit	.25% - 5.0%
FY2007	Across-the-Board	2.75%
	Merit	.25% - 5.5%
FY2008	Across-the-Board	2.5%
	Merit	.25% - 5.0%
FY2009	Across-the-Board	3.5%
	Merit	.25% - 7.0%

3. Librarian unit members:

For each of the years FY2005, FY2006, FY2007, FY2008 and FY2009, librarian unit members shall receive the following increases to academic base salaries:

<u>Year</u>	<u>Increase</u>	<u>Effective Date</u>
FY2005	Across-the-Board	2.5%
	Merit	.25% - 5.0%
FY2006	Across-the-Board	2.5%
	Merit	.25% - 5.0%
FY2007	Across-the-Board	2.5%
	Merit	.25% - 5.0%
FY2008	Across-the-Board	2.5%
	Merit	.25% - 5.0%
FY2009	Across-the-Board	3.0%
	Merit	.25% - 6.0%

4. The salary increases in this Section B shall be subject to the following terms and conditions:
  - a. All unit members hired on or before February 1 of the calendar year in which each across-the-board increase is effective, shall receive the across-the-board increase. All unit members hired on or before February 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 shall 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. Merit increases shall be based solely on the unit member's performance evaluation during the fiscal year preceding the effective date of the increase. In advance of evaluations, the evaluation instrument shall be provided to the Association, which shall have the opportunity to comment on it.
  - d. Merit increase funds shall be allocated on a School- or Library-wide basis, that is, not on the basis of departments or other units.
  
5. The pool for merit increases for FY2005, FY2006, FY2007, FY2008 and FY2009 shall be based upon the total academic-base salary payroll for all bargaining-unit members eligible for merit increases as of the first full payroll period in August of FY2005, FY2006, FY2007, FY2008 and FY2009, respectively. The University shall disburse the entire amount of merit adjustment pools in each year. These pools shall be as follows:

<u>Year</u>	<u>Medical, Dental and Public Health Faculty Unit Members</u>	<u>Nursing Faculty Unit Members</u>	<u>Librarian Unit Members</u>
FY2005	2.5%	3.0%	2.5%
FY2006	2.0%	2.5%	2.5%
FY2007	2.25%	2.75%	2.5%
FY2008	2.0%	2.5%	2.5%
FY2009	3.0%	3.5%	3.0%



6. Minima and maxima of the academic-base salary ranges for all bargaining-unit titles shall be increased as follows:

<u>Effective Date</u>	<u>Medical/Dental and Public Health Faculty Unit Members</u>		<u>Nursing Faculty Unit Members</u>		<u>Librarian Unit Members</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
9/5/04	2.5%*	2.5%*	**	**	2.5%	6.35%
12/26/04	1.25%	1.25%	0%	0%	1.25%	1.25%
9/4/05	3.0%	3.0%	3.75%	3.75%	3.75%	3.75%
9/3/06	3.1%	3.1%	4.1%	4.1%	3.75%	3.75%
9/2/07	3.0%	3.0%	3.75%	3.75%	3.75%	3.75%
8/31/08	3.0%	3.0%	3.5%	3.5%	3.0%	3.0%
12/28/08	1.5%	1.5%	1.75%	1.75%	1.5%	1.5%

\*Effective September 5, 2004, the salary ranges for clinical dental unit members shall be as in Appendix A-1.

\*\*Effective September 5, 2004, the salary ranges for nursing unit members shall be as in Appendix C-1.

- a. Merit increases, if any, shall be given before a determination is made as to whether the resulting new academic-base salary is at or higher than the new minimum of the pertinent salary range, or if an additional salary increase is required to bring the academic-base salary to the minimum of the range
  - b. If the designated merit increase would bring the new academic-base salary above the maximum for the applicable range, that portion of the increase above maximum will be paid as a one-time bonus.
7. Completed evaluations shall be provided to unit members by the first working day in September of each year. The Chair/Supervisor and unit member shall meet to discuss the evaluation by September 15 of each year.
8. There shall be an appeal procedure for less-than-satisfactory performance evaluations of bargaining unit members, as follows:
- a. A unit member who receives a rating of less than satisfactory may appeal such rating by filing a request for review within thirty (30) calendar days of receipt of the evaluation being appealed, or by September 30 following the fiscal year to

which the evaluation applies, whichever is later. The request shall be filed with the Senior Vice President for Academic Affairs, who shall provide copies to the Executive Director of the Association and the Appeals Panel established by this subsection.

- b. The review shall be by an Appeals Panel comprised of two persons designated by the Executive Director of the Association, two persons designated by the University, and a person designated jointly by the Executive Director of the Association and the University, who shall be the chair of the Appeals Panel. The Executive Director of the Association and University shall designate substitute person(s) for the Appeals Panel in cases in which the originally designated person(s) cannot hear the matter because of a conflict of interest.
- c. The Appeals Panel shall schedule the review at a mutually convenient time. The parties may make written submissions to the Appeals Panel no later than seven (7) calendar days prior to the date scheduled for review. The Panel may request additional information from the parties.
- d. The Appeals Panel shall issue its decision to the parties, the Executive Director of the Association and the Senior Vice President for Academic Affairs within thirty (30) calendar days following the date of the review, and the decision shall be final and binding on all parties.

If the Appeals Panel sustains the appeal and agrees that the unit member's performance was satisfactory, the appellant shall receive a merit increase within the range for such increases applicable to the year in question; the Appeals Panel shall make a recommendation for the amount of the merit increase, and the recommendation will be forwarded to the Senior Vice President for Academic Affairs who will accept, decline or modify the recommendation as to the amount of the merit increase. The decision of the Senior Vice President for Academic Affairs as to the amount of the merit increase will be final and binding. The recommendation of the Appeals Panel and the decision of the Senior Vice President for Academic Affairs regarding the merit increase will be provided to the parties and the Executive Director of the Association.

If the Appeals Panel does not sustain the appeal and agrees that the unit member's performance was less than satisfactory, the unit member shall receive no merit adjustment for the year in question.

- e. The Appeals Panel, the Association and the University shall hold in strict confidence all materials supplied to the Panel, the Panel's decisions and recommendations, and the decisions of the Senior Vice President for Academic Affairs.
9. On August 1 and February 1 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 on disk (if available on disk), at the Association's option. Monthly, the University shall provide to the Association documents memorializing all actions by the University's 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. The University shall also provide annually to the Association a list with the amount merit increase each unit member received that year, such list to be provided to the Association as soon as available, within ninety (90) days after the effective date of the increase.

**C. Extramural Support Incentive Awards**

1. Faculty Unit Members

Awards in this category are in recognition of research grant or other extramural grant acquisition by faculty unit members (other than librarian unit members whose extramural support incentive awards are governed by Subsection 2 of this section). Faculty unit members eligible shall be those who are both principal investigators and principal authors of grant proposals which provide salary support for their own salaries. The maximum amount of grant support subject to this provision shall be \$30,000 (the "Award"). 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 shall 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.

One-third of the Award shall constitute the bonus to the unit member; one-third shall be utilized by the University; and one-third shall be utilized as agreed upon by the unit member and the Chairperson of the Department or the designee of the Dean of the School of Nursing.

If, after negotiation, the faculty unit member and the Chairperson of the Department or the designee of the Dean of the School of Nursing are unable to come to an agreement on the use of one-third of the Award, the lump sum bonus payment shall be one-half of the amount of the Award up to a maximum in a given fiscal year of \$15,000, and one-half of the Award shall be utilized by the University.

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

## 2. Librarian Unit Members

A librarian unit member who is both a principal investigator and the principal author of an externally-funded program which provides support for his/her own salary shall be eligible for a one-time bonus of up to one-third of such salary support in a specific fiscal year up to a maximum bonus of \$10,000 for that fiscal year. The bonus shall be awarded in each fiscal year during which salary support is provided by external funding.

## D. Out-of-Cycle Increments

1. These awards are for the purpose of granting salary increments to those unit members whose compensation should be increased to reflect their accomplishments and productivity.
2. Out-of-cycle increments shall be in any amount but shall not increase salary beyond the maximum of the salary range.
3. The criteria for out-of-cycle increases shall be promulgated by the University after seeking input from the Association.
4. The Dean or University Librarian shall submit each nomination to the Senior Vice President for Academic Affairs with a curriculum vitae and letter of recommendation.

5. There shall be an alternative procedure for out-of-cycle increases. At any regularly-scheduled meeting of the departmental faculty, librarians or the School of Nursing faculty, the matter may be added to the agenda by the usual process. Nominations for out-of-cycle increases may be made by a majority vote of the members of the department, librarians or the School of Nursing faculty present at the meeting. Voting shall be by closed ballot. All nominations will be forwarded to the Dean of the School or the University Librarian, who will forward the nomination to the Senior Vice President for Academic Affairs with or without a supporting recommendation. Each nomination must be accompanied by a curriculum vitae and a letter of evaluation in support of the nomination. If the department Chair chooses not to endorse a nomination effectuated via this process, a letter of support written by another faculty member in the department must be provided.
6. Out-of-cycle increments shall be determined by the Senior Vice President for Academic Affairs upon recommendation by the pertinent Dean or the University Librarian. The decisions of the Senior Vice President for Academic Affairs as to awarding or not awarding an out-of-cycle increase and the amount of such increase shall be final and non-grievable. The Senior Vice President for Academic Affairs shall notify the AAUP of all out-of-cycle increments by providing the AAUP a copy of the pertinent documents.

**E. Promotions for Medical, Dental and Public Health Faculty Unit Members**

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 10% above the individual's current salary, whichever is greater.

**F. Salary Holdback for Faculty Unit Members**

The University will continue the procedure of holding back five days of faculty unit member pay. Such holdback monies shall be considered to have been earned by the faculty unit member and will be taken into account when computing a faculty unit member's final biweekly pay when he or she leaves the employ of the University.

**G. Salary Matching**

The University may, at its discretion, increase the salary of an individual member of the bargaining unit in response to a bona fide outside offer of employment. The University shall submit its determination to offer such an increase in writing to the Association with a copy of the outside offer, a copy of the faculty unit member's curriculum vitae, and the current and proposed salary. The adjusted salary shall not exceed the maximum academic base salary of the faculty rank held by the individual.

**H. Compensation for Additional Services**

The University may pay additional compensation to individual members of the bargaining unit for bona fide services which are substantially over and above those normally assigned to individual members of the bargaining unit. It is not intended that such additional compensation be: (1) a substitute for negotiated across-the-board increases or increments; (2) funded with monies budgeted by the University for across-the-board salary increases and increments; (3) paid for meritorious services or to match outside salary offers. This provision shall not apply to the faculty practice or patient care component of salary or to responsibilities attributable to faculty practice or patient care activities of bargaining unit members.

In order for the University to pay additional compensation to members of the bargaining unit pursuant to this provision, the departmental Chairperson, the library director, or the assistant or associate dean shall make a proposal to the Dean of the school or the University Librarian. The proposal shall include the following information:

1. The justification for additional compensation, demonstrating that it is being paid for bona fide additional services which are substantially over and above those normally assigned to individual members of the bargaining unit;
2. The amount of the additional compensation and the time for which the compensation is proposed. If the additional compensation is for continuing responsibilities, the Dean must consider a proposal for additional compensation for each academic year in which it will be paid; and

3. The source of funds.

If the Dean approves the proposal to pay additional compensation pursuant to this provision, he or she shall forward the proposal to the Senior Vice President for Academic Affairs with any additional information that the Dean feels is appropriate. The Senior Vice President shall review the proposal and approve or disapprove it. If the proposal is approved, the Senior Vice President shall forward it to the Association along with notice that it has been approved. If the Senior Vice President has reasons for approval of the proposal in addition to those contained in the original proposal or substitutes his or her own reasons, the Senior Vice President shall make such additional or substituted reasons known to the Association in writing.

The decision of a Chair, library director, or assistant or associate dean not to propose a member of the bargaining unit for additional compensation pursuant to this paragraph or of the Dean or Senior Vice President for Academic Affairs to deny a request for such additional compensation shall be final and shall not be grievable under this Agreement. The decision of the Senior Vice President for Academic Affairs to approve a proposal to pay additional compensation pursuant to this provision may be grieved only by the Association, not by individual members of the bargaining unit.

1. **Determination of Salaries for Administrators who Return to the Faculty**

When an administrator returns to the faculty and becomes a unit member, her or his academic-base salary shall be determined as follows. A unique salary range shall be created for this purpose, the maximum of which shall be the top of the applicable faculty-rank range or 2.5% below the last administrative salary, whichever is higher, and the minimum of which shall be the minimum of the applicable faculty-rank range. Within this range, the Dean shall determine the salary based upon the following criteria: quality of administrative performance; length of service (including length of service at the University); consideration of the increase or diminution of responsibilities that will result from the transfer; and any other special circumstances.

If the Dean determines the salary shall be above the applicable maximum for the bargaining unit title, he/she must justify to the Senior Vice President for Academic Affairs how each of the criteria set forth above were applied to the individual case. The determination of the

Senior Vice President for Academic Affairs will be final. The Office of the Senior Vice President for Academic Affairs will inform the AAUP of the determination in each individual case under this Subsection.

Faculty unit members whose designated salaries are above the maximum of the applicable range shall be red-circled.



## 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 effected 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) bargaining unit members (with the exception of librarians) are entitled to vacation of one (1) month (22 working days) each year of service. Full-time (12-month) bargaining unit members (with the exception of librarians) are entitled to vacation of twenty-five (25) working days per year upon the commencement of the twenty-first year of service.
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 bargaining unit members (with the exception of librarians) 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:  $\text{Vacation days} = \text{percent of appointment times percent of year employed times annual rate}$ .

#### B. Holidays for Faculty Unit Members

Faculty unit members shall be allowed three (3) float holidays, to be scheduled in conjunction with department Chairs or a designee of the Dean of the School of Nursing. Such 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.

**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 term 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 dependents. Each prescription prescribed by competent medical authority for Federal legend drugs shall be paid for by the State from funds provided for the Program subject to deductible provision which shall not exceed \$10.00 per prescription or renewal of such prescription 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**

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 bargaining unit members and their eligible dependents.

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

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

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 authorize a biweekly salary deduction not to exceed fifty (50%) percent of the cost of the coverage for a one-year period. When the new program is

available, the employees will be able to enroll in only one of the two programs or in no program at all.

**F. Alternate Benefit Plan**

All eligible bargaining unit 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:

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

**G. Deferred Compensation Plan**

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

Employees who participate 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 University 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 may consult the Human Resources Offices on their respective campuses before making a final decision on this program.

**H. Workers Compensation**

Any unit member disabled because of a job-related injury shall, if approved by Risk and Claims Management, be granted a leave of absence. Payment during such leave shall be made in accordance with the New Jersey Workers Compensation Act, except that, in cases where the physical injury arises out of the course of the performance of assigned job duties and functions, payment shall be 70% of salary.

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.

**I. Other**

1. The University provides Worker's Compensation Benefits and Social Security Benefits to all eligible bargaining unit members.
2. Comprehensive information on all fringe benefits programs shall be available in each campus Human Resources Office.
3. Upon the request of the Association, the University shall provide informational programs and presentations regarding fringe benefits.
4. The University agrees to provide information to the Association regarding fees for any childcare programs it establishes.

**J. Physical Examinations for Librarian Unit Members**

The University will provide to each librarian in the bargaining unit a physical examination at the time of employment, and thereafter if required by the University, State or other authority.

**K. Tuition and Professional Development Reimbursement for Librarian Unit Members**

1. The University will reimburse all full- and part-time librarian unit members up to \$3,000 per year for tuition costs for courses successfully completed with a grade of "C" or better. The University will reimburse librarian unit members within six (6) weeks of submission of tuition receipts and grades by the librarian.
2. Each Librarian unit members shall be entitled to reimbursement for professional development that has been approved by his or her supervisor, not to exceed \$200 per year.

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**L. Holiday, Vacation and Leaves for Librarian Unit Members**

**1. Holidays**

**a. Holiday Designations**

All full-time librarian unit members will be entitled annually to the following holidays and part-time librarian unit members will have the holidays pro-rated based on the number of hours they were hired to work per pay period: New Year's Day, Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving and Christmas. Six (6) float holidays will be issued to those full- and part-time librarian unit members who were in active pay status as of January 1 of each year.

All librarian unit members hired or returning from unpaid leaves of absence between January 2 and July 1 of any year, will be credited with three (3) float holidays within one full pay cycle after July 1. No float holidays will be credited for individuals hired or returning from leave of absence between July 2 and December 31. (Individuals returning from leave between January 2 and July 1 will receive only three (3) float holidays if they did not already receive float holidays for that particular year.)

Except in the case of an emergency, a request for a float holiday must be submitted to the librarian unit member's supervisor for review and approved at least five (5) days in advance of its intended use. Float holidays may be used for emergencies, personal matters, observation of religious or other days of celebration (but not officially recognized University holidays).

Supervisors shall have the right to require proof of an emergency. The University agrees that such proof shall be kept confidential. Failure of a librarian unit member to supply such proof shall result in a salary deletion for the day(s) and appropriate disciplinary action may be taken if warranted.

The librarian unit member shall meet with his/her supervisor to schedule a mutually agreeable date for use of the float holiday during the calendar year.

**b. Holiday Entitlement**

If a holiday falls during a librarian unit member's vacation, the day will be observed as a holiday and vacation time will not be charged for the day.

If a holiday falls on a librarian unit member's day off, he/she will receive a compensatory day off for the holiday. The compensatory day for the holiday may not be used prior to the date the actual holiday is observed. The librarian unit member and his/her supervisor shall schedule the compensatory time off for the holiday within a sixty (60) calendar day period after the date the actual holiday is observed.

The University shall have the right, at its sole discretion, to require any librarian unit member to work on the holidays specified herein. The University agrees to assign holidays off on an equitable and rotational basis. Librarian unit members who are required to work on a holiday shall be credited with one (1) day of compensatory time. The librarian unit member and his/her supervisor shall schedule the compensatory time off within a sixty (60) calendar day period after the date of the holiday worked.

**2 Vacation**

**a. Vacation Amount**

Vacation accruals for newly hired or rehired librarian unit members will commence upon the successful completion of the first ninety (90) days of employment and will be credited retroactively to the librarian unit member's date of hire or rehire.

Vacation time will accrue in each calendar year in accordance with the following schedule. The annual rate will change in the month when the librarian unit member reaches a service milestone if the librarian unit member's anniversary date is before the 16th of the month and will change effective the following month if the librarian unit member's anniversary date is the 16th of the month or after.

Vacation accruals are cumulative from one year to the next up to an amount equal to one (1) year of accruals. When unusual circumstances warrant an exception, amounts greater than one (1) year can be carried over with approval from a librarian unit member's department head and the Campus Director of Human Resources.

**b. Vacation Accruals**

The following shall be effective within thirty (30) days of the ratification and approval of the Memorandum of Agreement:

<u>Length of Service</u>	<u>Accrual Rate Per Month</u>
0 – 10 yrs.	1 1/4 days
11 - 20 yrs.	1 2/3 days
21 yrs. and greater	2 1/12 days

A librarian unit member will be paid for vacation at the librarian's base rate of pay.

**c. Vacation Entitlement**

All regular part-time librarians who are included in this bargaining unit shall accrue vacation credit on a proportionate basis based upon the number of hours the librarian unit member is regularly scheduled to work.

Vacation credit shall not accrue while a librarian unit member is on an unpaid leave except that a librarian unit member will receive credit for the month the leave commenced provided the leave commenced on or after the 16th and will receive credit for the month he/she returns from leave provided the librarian unit member returns on or prior to the 15th of the month.

A librarian unit member who has resigned with appropriate notice, or who has been discharged, except for cause, shall be entitled to vacation allowance of unused vacation time accrued within the time limit described previously, less any overdrawn sick time allotment except that a librarian unit member separated during the initial hire or rehire probationary period will not be entitled to such allowance.

If a librarian unit member dies having vacation credits accrued within the limits described previously, a sum of money equal to the compensation computed on said librarian unit member's base salary rate at the time of death shall be calculated and paid to the librarian unit member's estate less any overdrawn sick time allotment.

**d. Vacation Scheduling**

The vacation period will be the entire year. The librarian unit member will, subject to the University's operating requirements, have his/her choice of vacation time; it being recognized, however, that vacations must be scheduled by the University in a manner designed to ensure the effective and efficient operation of the University, including staffing needs. No part of a librarian unit member's scheduled vacation may be charged to sick time.

A librarian unit member may carry a maximum of one (1) year of accrued vacation allowance forward into the next succeeding year.

By September 1st of each year, a librarian unit member's department head/designee will advise the librarian unit member of the number of vacation days remaining which must be used by the end of the calendar year or forfeited.

With approval, vacation time may be taken as single or multiple days, single or multiple weeks.

**3. Sick Leave, Entitlement and Amount**

Within thirty (30) days of ratification and approval of the Memorandum of Agreement, all librarian unit members will accrue sick leave on the basis of one (1) day per month.

Sick pay accruals are cumulative from one year to the next.

Paid sick time can be used for up to thirty-four (34) weeks. (See exception below for librarian unit members hired prior to July 1, 1983.)

Once either all sick time is used or thirty-four (34) weeks paid sick time expires, librarian unit members may apply for up to an



eighteen (18) week medical leave of absence. Librarian unit members who have applied for medical leave of absence after the expiration of thirty-four (34) weeks of paid sick time shall be able to use any remaining sick time accruals to be paid during the medical leave of absence. The total amount of paid plus unpaid time that a librarian bargaining unit member may be continuously out of work cannot exceed fifty-two (52) weeks.

Librarian unit members hired prior to July 1, 1983 may use their entire paid sick leave before the eighteen (18) weeks leave of unpaid medical absence.

Librarian unit members with five (5) or more years of service will be eligible for an emergency advance of up to one (1) year's equivalent of sick leave under the following circumstances.

- a. At least twenty (20) days have been or will have been continuously used for the same emergency immediately before any of the advanced days. These days must have been used to cover absences for illness.
- b. The librarian unit member has not been the subject of a written warning, suspension or any other discipline for attendance within the previous year. All evaluations over the last two (2) years must have been satisfactory.
- c. The application for the advance must be approved by the Department Head and accompanied by documentation of the illness.
- d. The application must also be approved by the Campus Human Resource Director or his/her designee.
- e. The approval/disapproval of the application for the emergency advance of sick leave is grievable up to Step I of the Grievance Procedure. The decision of the University Librarian is final and not subject to arbitration.

#### **4. Sick Leave Notice and Pay**

A librarian unit member will be paid for sick leave at the librarian's base rate of pay.

Librarian unit members are required to comply with the department call-in procedure. If the illness extends beyond one (1) day, the librarian unit member must continue to call in ill each day unless he/she has already indicated to the supervisor an expected return date. If the illness extends beyond the expected return date the librarian must call in with a new expected return date.

Librarian unit members taken ill while on duty and who leave their work area with their supervisor's permission shall be paid for the authorized time spent on the employer's premises and may use accrued sick leave if they desire payment for the balance of the work shift. Librarian unit members may be excused without seeking medical attention at the University by their supervisor.

Whenever a librarian unit member retires, except a librarian unit member who elects deferred retirement, pursuant to the provisions of a state administered retirement system and has to his/her credit any accrued sick leave, he/she shall be compensated for such accrued sick leave as follows: The supplemental compensation amount payment shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of unused accumulated sick pay accruals based upon the average annual base rate of compensation received during the last year of his/her employment prior to the effective date of his/her retirement provided however that no lump sum supplemental compensation payment shall exceed fifteen thousand (\$15,000.00) dollars.

The compensation shall be paid in accordance with the State rules then applying.

**5. Leave for Death or Serious Illness in Immediate Family**

At the time of a death of a family member, up to three (3) consecutive work calendar days off with pay will be granted to librarian unit members provided they are scheduled to work those days, and provided sick pay or other paid leave is accumulated to the credit of the librarian, and is so charged.

Members of the immediate family are defined as spouse, children, parents, brothers or sisters, parents-in-law or other relative, or significant others, living in the employee household.

In cases where the death of a grandchild, grandparent, brother-in-law, sister-in-law, aunt or uncle, niece or nephew occurs, up to one

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(1) calendar day off with pay will be granted to attend the funeral services, provided sick pay or other paid leave is accumulated to the credit of the librarian unit member, and is so charged.

A short period of emergency attendance upon a member of the librarian unit member's immediate family who is seriously ill and requiring the presence of such employee may be granted in accordance with University policy and the Family Leave Act.

**6. Jury Duty**

**a. Jury Duty Leave Amount**

Librarian unit members shall be granted necessary time off, at the librarian unit member's base rate of pay, when he/she is summoned and performs jury duty as prescribed by applicable law and provided the librarian unit member was scheduled to work on the day(s). In no case will jury duty be granted or credited for more than the standard work day or work week for the librarian unit member. The receipt of a notice to report for jury duty must be reported immediately to the librarian unit member's supervisor.

**b. Jury Duty Leave Procedure**

The librarian unit member shall notify his/her supervisor immediately of his/her requirement for this leave, and subsequently furnish evidence that he/she performed the duty for which the leave was requested.

If jury duty is canceled on a day the librarian unit member would have worked, the librarian unit member must immediately notify his/her supervisor and may be required by the supervisor to report to work.

**7. Court Appearance**

Librarian unit members shall be granted necessary time off, at the librarian unit member's base rate of pay, when he or she is summoned to testify at depositions or in court, on any matter arising within the librarian unit member's scope of employment at the University. The librarian unit member shall immediately report receipt of any subpoena or court order related to their employment at the University to the University's Office of Legal Management and to his or her supervisor.

8. **Leave of Absence, Limitations**

All leaves as described above must be taken at the time of the related occurrence or shall be waived. Librarian unit members will be terminated for obtaining leave by false pretense or for failing to return from a leave in accordance with University policy.

9. **Meal Periods**

Librarian unit members shall be granted an unpaid meal period as per current practice.

10. **Leaves of Absence for Librarian Unit Members**

a. **Basis and Amount:**

<u>Type of Leave</u>	<u>Maximum Length</u>
Medical Leave (after use of accumulated sick time)	18 weeks
Military	In accordance with state and federal statute
Family	As per current University Policy
Academic	6 months
Personal	1 month

b. **Procedure:**

(1) **Medical Leave:**

Except for reasons of health and safety or inability to perform the job, a pregnant employee shall be permitted to work. Medical leaves of absence due to maternity shall be treated the same as other medical leaves.

A medical leave shall be granted upon presentation of a letter to the supervisor from the employee's personal physician which must state when the employee's inability to work commenced, nature of the illness or injury and expected date the employee will be able to return to work. The University may, at its cost, have the employee requesting a medical leave examined by a physician of

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the University's choosing as a condition of granting, continuing or extending a medical leave of absence.

An unpaid medical leave of absence will commence after all accumulated sick time has been exhausted. An unpaid medical leave may be granted up to a maximum of eighteen (18) weeks after paid sick time has been exhausted or thirty-four (34) weeks of paid sick time has been used.

Upon return from leave, the employee must present to his/her supervisor documentation from the employee's personal physician indicating the date the employee has been cleared to return to work, and that the employee is able to return to work without restriction.

- (2) Military Leave: Military leave will be governed by applicable State and Federal Statute.
- (3) Family Leave: As per current University policy.
- (4) Personal Leave:

In certain circumstances employees may be permitted to take an unpaid personal leave of absence from their positions with the University. Such leaves may be applied for and are available to regular Full Time and Part Time employees working twenty (20) or more hours per week provided they have completed six (6) months of continuous service.

Requests for personal leaves must be accompanied by the reason for the leave and duration and must be submitted in writing to the employee's supervisor along with any supporting documentation.

Such request must be submitted at least two (2) weeks in advance of the starting date for the leave except in the case of a bona fide emergency. Supervisors shall have the right to require proof of an emergency as a condition for approval.

The maximum length of a personal leave is one (1) month.

(5) Return from Leave:

The University shall place a librarian unit member returning from an unpaid leave of eighteen (18) weeks or less in his/her prior position, or if such position is unavailable, in an equivalent position. A librarian unit member who fails to return from leave within five (5) days from his/her scheduled date of return and without securing permission from his/her supervisor to extend such leave, shall be discharged.

A librarian unit member who has utilized the maximum length of leave and who is unable to return at that time shall resign in good standing or in the alternative will be terminated for being unable to return from leave.

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**ARTICLE X**

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**LIBRARIAN UNIT MEMBERS**

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**A. Work Load for Librarian Unit Members**

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1. The workload for librarian unit members shall be fair, reasonable and consistent with service and professional responsibilities delineated in the approved job description.
  2. All librarian unit members are exempt salaried employees with a 37.5-hour workweek. All librarian unit members shall be scheduled on an equitable and rotating basis to work weekend days. Campus Library Directors shall grant appropriate compensatory time off for assigned hours scheduled and worked beyond the 37.5-hour workweek.
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**B. Seniority for Librarian Unit Members**

1. Accrual: Seniority will be credited from the date of hire or rehire to all regular full-time or part-time librarian unit members upon the successful completion of their initial probationary period.
  2. Loss of Seniority: A librarian unit member's seniority shall be broken by resignations, dismissals from employment, or other types of terminations, layoffs of more than one (1) year or refusal of a suitable position while on recall from layoff.
  3. Layoff: Layoffs shall be administered in accordance with University policy except as stated below. Seniority will prevail on layoffs due to lack of work in the job classification, efficiency reorganization or reductions due to economic considerations. Seniority will prevail on call backs within one (1) year from layoff.
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A layoff shall be effected in the following manner:

- a. Filling a vacancy at any of the University Libraries.
  - b. Bumping into a position at any of the University Libraries.
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A list of vacant positions will be available for review in the Campus Human Resources offices.

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Within their respective departments/work units, librarian unit members shall not be laid off before temporary or probationary

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librarian unit members in the same job title, that is, Librarian I, II or III.

Librarian unit members affected by a layoff may exercise bumping rights within their job title within any of the University Libraries. Bumping rights shall be exercised in accordance with the provisions of this Article. Librarian unit members choosing not to exercise their bumping rights remain eligible for recall consistent with the provisions of this Article.

Librarian unit members shall serve a probation period of ninety (90) days in a new position whether such placement is due to filling a vacancy, exercising a bump, or as a result of a recall, except that an employee who bumps or is recalled into the same job title within the same department shall not be required to serve a probation.

Probation can be extended, at the option of the University, up to an additional ninety (90) days. Failure of a librarian unit member to satisfactorily complete the probation period shall result in the librarian unit member being placed on a recall list for up to one (1) year. If the librarian unit member is recalled and again fails probation, such librarian unit member's employment at the University shall be terminated and all layoff and recall rights shall cease.

All librarian unit members shall be covered by the layoff policy regardless of salary range, consistent with the following provisions:

- a. Librarian unit members employed under a J-Visa shall not be eligible for coverage.
- b. Librarian unit members employed under an H-Visa shall have bumping rights only into the same job classification.

The University will provide a minimum of fifteen (15) working days notice of layoff to any librarian unit member affected.

**C. Probationary Period for Librarian Unit Members**

All librarian unit members shall serve a one hundred and eighty (180) calendar day probationary period following their initial date of hire.

The University reserves the right to extend the initial probationary period up to an additional thirty (30) days for full- and part-time employees. A librarian unit member's employment may be terminated at any time



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during the probationary period. Such decision shall be final and binding, and not subject to the grievance procedure.

Probationary librarian unit members will be eligible to use accrued sick leave after thirty (30) calendar days of employment and other accrued leave time after ninety (90) calendar days of employment.

**D. Attendance Control Policy for Librarian Unit Members**

Librarian Unit Members shall be subject to the University Attendance Control Policy (#30-01-50-40:00) dated January 1, 2004 effective upon the ratification and approval of the Memorandum of Agreement.

## ARTICLE XI

### SCHOOL OF NURSING FACULTY UNIT MEMBERS

#### A. Faculty Contracts

1. Faculty unit members 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.
2. In cases where faculty unit members' contracts are not renewed due to program suspension or decrease in enrollment, if the need for faculty unit members in these areas of competence should arise, the University shall give due consideration to these faculty unit members for rehire.

#### B. Faculty Effort

1. Faculty at the School of Nursing have either a ten (10) month or twelve (12) month appointment, based on the needs of the program and the School.
2. The academic year for twelve (12) month faculty unit members shall begin on July 1<sup>st</sup>; the academic year for ten (10) month faculty unit members shall begin on August 15<sup>th</sup>.
3. Faculty unit members with ten (10) month academic appointments shall be responsible for twenty-four (24) teacher contact hours (TCHs), as defined below, over the academic year. Faculty unit members with twelve (12) month academic appointments shall be responsible for thirty (30) TCHs over the calendar year.
4. Faculty effort shall be negotiated between the School of Nursing administration and the faculty unit member, based on the needs of the academic program, prior to the start of the academic year. Faculty effort shall include but not be limited to education, research and clinical practice as negotiated between the faculty unit member and the School of Nursing administration. For purposes of faculty effort, TCHs shall be defined as follows:

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one hour of classroom teaching equals one TCH;

two hours of clinical practicum equals one TCH;

three hours of simulated patient laboratory equals one TCH;

three hours of faculty practice equals one TCH;

three hours of other professional effort equals one TCH;

for development of a new online course, one academic credit equals one TCH;

for teaching of an online course, one academic credit equals one TCH.

Online 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.

The faculty unit member may negotiate with the School of Nursing administration to accommodate an active program of research, which shall be reflected in faculty effort. *Ad hoc* activities relating to the mission of the School of Nursing shall be taken into account when faculty effort is negotiated.

5. Faculty practice is an option, negotiated between the faculty unit member and the School of Nursing administration and shall be included in faculty effort negotiations. For faculty practice, three (3) weekly hours of such activity shall equal one (1) TCH. Faculty practice shall be governed by the Faculty Practice Plan approved by the Faculty Assembly on September 20, 2004, and this shall be part of, and deemed included in, this Agreement.
6. Overage faculty effort will be compensated at the rate of \$625 per academic credit for the duration of the contract period.

**C. Tuition Reimbursement**

1. Faculty unit member(s) enrolled in terminal degree programs related to their areas of instruction or approved as such by the

School of Nursing administration may receive tuition reimbursement at a rate of \$300 per credit, or the actual tuition, whichever is less. Tuition reimbursement shall not exceed nine (9) credits per semester at the doctoral level.

2. Faculty unit member(s) may also receive tuition reimbursement at the rate described above for graduate study related to their area(s) of instruction or approved by the School of Nursing administration that is not part of a terminal degree program. Such tuition reimbursement shall not exceed six (6) credits per semester and shall be limited to thirty-eight (38) reimbursable credits during the employment of the faculty unit member at the University.
3. To receive reimbursement, the faculty unit member must submit a written request to the appropriate assistant dean. The assistant dean shall respond to the request within twenty (20) working days of the request. Reimbursement shall be subject to the availability of funds.
4. To receive reimbursement, the faculty unit member must submit written proof of both tuition payment and satisfactory completion of course work to the assistant dean. To be eligible for tuition reimbursement, the faculty unit member must maintain the grade point average required for successful completion of his/her program of study.

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## ARTICLE XII

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### TRAVEL

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

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1. The bargaining unit member will have complied with the travel regulations of the University. —
  
  2. It shall be the responsibility of the bargaining unit member to provide adequate substitutes for all regularly scheduled University activities in his or her absence. Such substitutes must have the prior approval of the department Chairperson for faculty unit members or the library director for librarian unit members. —
  
  3. Funds to support employee travel shall be allocated on a departmental basis and to the extent of money allocated, employee 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 bargaining unit member. —
  
  4. Travel expenses will be reimbursed to bargaining unit members as per University Policy Number 00-01-50-10:00. —
  
  5. This provision shall not alter the right of the University to make qualitative judgments as to the merits of any particular travel request and to make judgments as to the overall needs of the institution. —
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**ARTICLE XIII**

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**PROFESSIONAL DEVELOPMENT**

- A. The University shall undertake a good faith effort to achieve comparable standards of professional development at all units of the University. 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 University responsibilities. Professional development shall not be used for justification of remunerative employment outside the University.
- B. All bargaining unit members employed less than full-time shall consult with their department Chairperson or campus library director prior to undertaking professional development activities.
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**ARTICLE XIV**

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**RETIREMENT**

— Conditions of retirement are set forth in the statutes governing the Teachers Pension and Annuity Fund, the Alternate Benefit Plan, or the Public Employees Retirement System, as may apply.

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**ARTICLE XV**

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**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 unit members of that school no later than one (1) calendar month after its approval.

— Development of the academic calendar is a matter determined by the University Bylaws. Agreement on the distribution of the overall course schedule in each school is not intended to be determinative of the negotiability of the content of the academic calendar or overall course schedule.

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## **ARTICLE XVI**

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### **PARKING**

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

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## **ARTICLE XVII**

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### **DURATION OF THE AGREEMENT**

This Agreement shall remain in full force and effect from the effective date through June 30, 2009. 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 no later than September 30, 2008, or September 30 of any subsequent year for which this Agreement was automatically renewed.

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Official notice to the University will be made by addressing the President of the University or his or her designated representative. Official notice to the Association will be made by addressing the President of the Association.

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## **ARTICLE XVIII**

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

- 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 unit members and librarian unit members 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.
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- D. The University agrees to recognize eight (8) faculty unit members and one librarian unit member designated by the Association as representatives for collective negotiations. The Association shall provide the University with written notice of the names of such bargaining unit 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.
- E. 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.
- F. 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.

## **ARTICLE XIX**

### **AVAILABILITY OF CONTRACTS**

Within 30 days after the execution of this Agreement, 2500 copies of this Agreement shall be printed, with the costs to be shared equally by the University and the Association. The Association shall be responsible for distributing copies to members of the unit, and any copies not distributed shall be divided equally between the University and the Association. In the case of future unit members, distribution shall be effected 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.



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**ARTICLE XX**

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**CONFORMITY TO LAW**

- A. 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. —
- B. It is understood and agreed that any provision of this Agreement which requires amendment to existing law or the appropriation of funds for its implementation shall take effect only after the necessary legislative action. —
- C. 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 XXI**

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**PATENT POLICY**

The parties agree that the terms and conditions of employment in the University Policy entitled "Patents," coded as 00-01-90-45:00 and amended as of August 13, 2004, shall be part of, and are deemed included in, this Agreement. —

**ARTICLE XXII**

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**RULES GOVERNING WORKING CONDITIONS**

This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. Except as otherwise provided, during the term of this Agreement neither party shall be required to negotiate with respect to any such matter except that proposed new rules or modifications of existing rules involving terms and conditions of employment, whether in the 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. 34:13S-1 et seq., as amended. —

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## ARTICLE XXIII

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### REDUCTION IN FORCE OF TENURED FACULTY UNIT MEMBERS

— The parties recognize and will conform to applicable law if a fiscal exigency occurs. The University has no intention to, nor will it, use fiscal exigency as a subterfuge for the layoff of tenured faculty unit members.

— A faculty unit member whose department is restructured in a reorganization shall retain his/her tenure rights and seniority in the appropriate recognized department to which his or her functions have been reassigned.

— Within a given discipline and department, tenured faculty unit members with fewer years of full-time service and untenured faculty unit members shall be separated before tenured unit members with more years of full-time service.

— Whenever, in the judgment of the University, there exists a need for a reduction in force which affects tenured faculty unit members or faculty unit members with term contracts, the President or his/her designee shall, as far in advance as possible, meet and consult with the Council of AAUP Chapters. At a meeting with the Council, the nature of the problem will be presented and potential solutions will be discussed.

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## ARTICLE XXIV

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### SAFETY

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1. The University shall comply with all applicable Federal, State and local laws regarding health and safety.
  - 2. The University shall, upon request, provide to the AAUP the results of all health and safety inspections of University facilities conducted by Federal, State and local agencies having jurisdiction. The University shall notify the AAUP of all such inspections as they occur.
  - 3. The University shall respond in a timely fashion to all health and safety problems reported to it by the AAUP and shall inform the AAUP as to the response.
  - 4. Bargaining unit members shall participate on relevant University safety committees.
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## ARTICLE XXV

### MULTI-YEAR CONTRACTS FOR CLINICAL EDUCATORS

Faculty on clinical, non-tenure tracks ("Clinical Educators") shall be entitled to multi-year contracts as follows:

- A. Clinical Educators who have served for at least 5 but less than 10 years shall be entitled to term contracts of at least 2 years duration as of the next term contract following their fifth year of service, except that the University may employ up to 25% of such Clinical Educators on one-year contracts.
- B. Clinical Educators who have served 10 or more years shall be entitled to term contracts of at least 3 years duration as of the next term contract following their tenth year of service, except that the University may employ up to 25% of such Clinical Educators on one-year contracts.
- C. Notwithstanding anything to the contrary in this Article XXV, upon four months notice, the University may terminate the multi-year appointment of a Clinical Educator as of the close of a fiscal year if the University abolishes the position under appointment for reasons of economy or on account of the discontinuation of the program in which the person is employed, or for other bona fide cause. Should the position abolished later be reinstated within one year of the close of the fiscal year in which the appointment was terminated, the person shall be recalled and offered the opportunity to serve in the reinstated position for the remainder of the appointment term. Where the appointment of more than one person has been discontinued because of a reduction in force, upon reinstatement of the positions, those whose appointments were discontinued shall be recalled based upon length of service.
- D.  By July 31 of each fiscal year and within 31 days of receipt of notice of ratification of this Agreement, the University shall provide to the Association a list of all Clinical Educators then employed by the University along with the lengths of their appointments and information as to their seniority at the University.

## ARTICLE XXVI

### TERMINATION FOR CAUSE

Except as provided for in Article XXV, Section C, medical/dental school faculty, School of Public Health faculty and School of Nursing 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;  
and
5. serious violation of School or University policies and procedures or other codifications governing faculty conduct.

#### B. Initiation

The Dean, or the Dean's designee, shall initiate a proceeding by providing notice to the unit member setting forth all the charges pending against the unit member. The 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, both to be sent by express and certified mail, of the disposition of the charges and the intended discipline.

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**C. Appeal**

Within thirty (30) calendar days of receipt of the notice of intended discipline, the unit member or Association may seek binding arbitration in accordance with the Public Employment Relations Commission's (PERC's) rules by giving notice to that effect to the 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, the unit member shall have waived the right to arbitration, and the intended discipline shall be final and binding.

**D. Hearing**

At the hearing, the unit member may be represented by the Association or a 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 XXVII

### NOTICE OF NON-REAPPOINTMENT

Consistent with University Bylaws, Article IV, Title C, Section 5, written notice that a term appointment is not to be renewed upon expiration is to be given to the appointee by the University as soon as possible and not less than: a) four months prior to the expiration of a one-year appointment; b) six months prior to the expiration of a two-year appointment; and c) twelve months prior to the expiration of an appointment longer than two years as computed from the anniversary date (as defined in University Bylaws, Article IV, Title B, Section 2).

## ARTICLE XXVIII

### ASSOCIATION MEMBERS EMPLOYED AT UNIVERSITY BEHAVIORAL HEALTHCARE

1. As of October 1, 2002, compensation for all unit members who are psychiatrists assigned to University Behavioral HealthCare (UBHC) shall be governed by this Article and Article VIII.
2. The weekly time commitment of each full-time unit member employed at UBHC and covered by this article shall be 37.5 hours, or a proportionate number of hours if employed by the University or assigned to UBHC less than full-time (the "Weekly Commitment").
3. (a) As of October 1, 2002, covered unit members at UBHC, whether presently employed as of that date or newly hired thereafter, shall receive Base Compensation (base salary plus patient service income and/or patient service compensation) of at least \$130,000 for Assistant Professors, \$135,000 for Associate Professors, and \$140,000 for Full Professors, plus the following adjustments to Base Compensation:

For post-residency experience	\$2,000/yr. up to 7 yrs.
For child and adolescent specialty	\$7,500
For specialty in addictions	\$7,500
For fluency in Spanish	\$5,000
For geriatrics specialty	\$2,000
For major professional achievements	\$5,000
- (b) Covered unit members who, after October 1, 2002, attain a child and adolescent specialty, a specialty in addictions, fluency in Spanish, a geriatrics specialty or a major professional achievement (other than promotion) shall receive the adjustments set forth in the above table in this Paragraph III of Article XXVIII; provided that, in order to qualify for an adjustment for child and adolescent, addiction and geriatric specialties, the unit member must practice in the specialty.
- (c) All upward adjustments pursuant to this Paragraph shall be made first to the base salary component of compensation up to the maximum of the applicable salary range. If the required adjustment is greater than that needed to bring base salary to the maximum of the applicable range, the portion of the adjustment above maximum will be added to the unit member's patient service income and/or

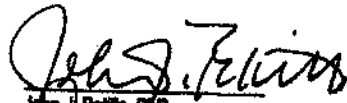
patient service component. The University shall not modify the patient service income or patient service component of covered unit members at UBHC except pursuant to established procedures.

4. Where covered unit members assigned to UBHC would earn less if their salary were calculated according to the formula in this Article, they will receive no adjustment. Covered unit members assigned to UBHC part-time shall be compensated according to this Article for the proportion of their time they are so assigned.
5. The University shall develop reasonable productivity standards, which shall encompass all patient care and academic activities, including activities outside of UBHC, for covered unit members. Such unit members who obtain authorization and meet weekly productivity requirements, which shall be prorated for part-time members, in any week, shall be paid a bonus of \$75 per hour for each hour worked above the Weekly Commitment.
6. The University shall develop and utilize a form to memorialize work that will qualify covered unit members for bonuses, on a weekly basis, pursuant to Section 5 of this Article.
7. Where possible, covered unit members will develop weekly schedules with their supervisors in advance if they believe they will exceed weekly productivity standards.



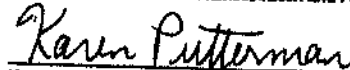
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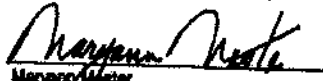
FOR THE UNIVERSITY OF MEDICINE  
AND DENTISTRY OF NEW JERSEY

  
John J. Petillo, PhD  
President

  
Robert A. Saporito, DDS  
Senior Vice President for Academic Affairs

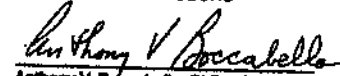
  
Denise Mulken  
Senior Vice President for Administration and Finance

  
Karen Putterman, MD, MPH  
Vice President for Academic Affairs

  
Maryann Neate  
Vice President for Human Resources

  
Abdel Kanan, Esq.  
Director of Labor Relations

FOR THE UNIVERSITY OF MEDICINE AND  
DENTISTRY OF NEW JERSEY  
COUNCIL OF CHAPTERS OF THE  
AMERICAN ASSOCIATION OF  
UNIVERSITY PROFESSORS

  
Anthony V. Boccabella, PhD, JD  
Chief Negotiator

  
Debra Geofsky, Esq.  
Executive Director

APPENDIX A-1

MEDICAL AND DENTAL FACULTY UNIT MEMBERS  
SALARY SCHEDULES  
EFFECTIVE 9/05/2004

<u>RANGE/TITLE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>
<b>Instructor</b>			
F01 Basic Science	57,355	74,618	91,881
F02 Clinical Dental (12 mos.)	71,957	86,785	101,614
F03 Clinical Medical	73,053	88,107	103,161
F04 Clinical Dental (10 mos.)	59,964	72,321	84,678
<b>Assistant Professor</b>			
F13 Basic Science	70,071	91,019	111,966
F14 Clinical Dental (12 mos.)	87,875	106,059	124,242
F15 Clinical Medical	89,213	107,674	126,134
F16 Clinical Dental (10 mos.)	73,229	88,383	103,535
<b>Associate Professor</b>			
F25 Basic Science	83,116	108,029	132,941
F26 Clinical Dental (12 mos.)	104,299	125,885	147,471
F27 Clinical Medical	105,888	127,802	149,717
F28 Clinical Dental (10 mos.)	86,916	104,904	122,892
<b>Professor</b>			
F37 Basic Science	96,871	125,909	154,946
F38 Clinical Dental (12 mos.)	121,553	146,675	171,797
F39 Clinical Medical	123,404	148,909	174,413
F40 Clinical Dental (10 mos.)	101,294	122,229	143,164

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APPENDIX A-2

MEDICAL AND DENTAL FACULTY UNIT MEMBERS  
SALARY SCHEDULES  
EFFECTIVE 12/26/2004

<u>RANGE/TITLE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>
<b>Instructor</b>			
F01 Basic Science	58,072	75,551	93,030
F02 Clinical Dental (12 mos.)	72,856	87,870	102,884
F03 Clinical Medical	73,966	89,208	104,451
F04 Clinical Dental (10 mos.)	60,714	73,225	85,736
<b>Assistant Professor</b>			
F13 Basic Science	70,947	92,156	113,366
F14 Clinical Dental (12 mos.)	88,973	107,384	125,795
F15 Clinical Medical	90,328	109,019	127,711
F16 Clinical Dental (10 mos.)	74,144	89,487	104,829
<b>Associate Professor</b>			
F25 Basic Science	84,155	109,379	134,603
F26 Clinical Dental (12 mos.)	105,603	127,459	149,314
F27 Clinical Medical	107,212	129,400	151,588
F28 Clinical Dental (10 mos.)	88,002	106,215	124,428
<b>Professor</b>			
F37 Basic Science	98,082	127,482	156,883
F38 Clinical Dental (12 mos.)	123,072	148,508	173,944
F39 Clinical Medical	124,947	150,770	176,593
F40 Clinical Dental (10 mos.)	102,560	123,757	144,954

APPENDIX A-3

MEDICAL AND DENTAL FACULTY UNIT MEMBERS  
SALARY SCHEDULES  
EFFECTIVE 9/04/2005

<u>RANGE/TITLE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>
<b>Instructor</b>			
F01 Basic Science	59,814	77,818	95,821
F02 Clinical Dental (12 mos.)	75,042	90,506	105,971
F03 Clinical Medical	76,185	91,885	107,585
F04 Clinical Dental (10 mos.)	62,535	75,422	88,308
<b>Assistant Professor</b>			
F13 Basic Science	73,075	94,921	116,767
F14 Clinical Dental (12 mos.)	91,642	110,606	129,569
F15 Clinical Medical	93,038	112,290	131,542
F16 Clinical Dental (10 mos.)	76,368	92,171	107,974
<b>Associate Professor</b>			
F25 Basic Science	86,680	112,660	138,641
F26 Clinical Dental (12 mos.)	108,771	131,282	153,793
F27 Clinical Medical	110,428	133,282	156,136
F28 Clinical Dental (10 mos.)	90,642	109,401	128,161
<b>Professor</b>			
F37 Basic Science	101,024	131,307	161,589
F38 Clinical Dental (12 mos.)	126,764	152,963	179,162
F39 Clinical Medical	128,695	155,293	181,891
F40 Clinical Dental (10 mos.)	105,637	127,470	149,303

**APPENDIX A-4**  
**MEDICAL AND DENTAL FACULTY UNIT MEMBERS**  
**SALARY SCHEDULES**  
**EFFECTIVE 9/03/2006**

<u>RANGE/TITLE</u>		<u>MIN</u>	<u>MID</u>	<u>MAX</u>
<b>Instructor</b>				
F01	Basic Science	61,668	80,230	98,791
F02	Clinical Dental (12 mos.)	77,368	93,312	109,256
F03	Clinical Medical	78,547	94,733	110,920
F04	Clinical Dental (10 mos.)	64,474	77,760	91,046
<b>Assistant Professor</b>				
F13	Basic Science	75,340	97,864	120,387
F14	Clinical Dental (12 mos.)	94,483	114,034	133,586
F15	Clinical Medical	95,922	115,771	135,620
F16	Clinical Dental (10 mos.)	78,735	95,028	111,321
<b>Associate Professor</b>				
F25	Basic Science	89,367	116,153	142,939
F26	Clinical Dental (12 mos.)	112,143	135,352	158,561
F27	Clinical Medical	113,851	137,414	160,976
F28	Clinical Dental (10 mos.)	93,452	112,793	132,134
<b>Professor</b>				
F37	Basic Science	104,156	135,377	166,598
F38	Clinical Dental (12 mos.)	130,694	157,705	184,716
F39	Clinical Medical	132,685	160,107	187,530
F40	Clinical Dental (10 mos.)	108,912	131,422	153,931

APPENDIX A-5

MEDICAL AND DENTAL FACULTY UNIT MEMBERS  
SALARY SCHEDULES  
EFFECTIVE 9/02/2007

<u>RANGE/TITLE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>
<b>Instructor</b>			
F01 Basic Science	63,518	82,636	101,755
F02 Clinical Dental (12 mos.)	79,689	96,111	112,534
F03 Clinical Medical	80,903	97,576	114,248
F04 Clinical Dental (10 mos.)	66,408	80,093	93,777
<b>Assistant Professor</b>			
F13 Basic Science	77,600	100,799	123,999
F14 Clinical Dental (12 mos.)	97,317	117,456	137,594
F15 Clinical Medical	98,800	119,244	139,689
F16 Clinical Dental (10 mos.)	81,097	97,879	114,661
<b>Associate Professor</b>			
F25 Basic Science	92,048	119,638	147,227
F26 Clinical Dental (12 mos.)	115,507	139,413	163,318
F27 Clinical Medical	117,267	141,536	165,805
F28 Clinical Dental (10 mos.)	96,256	116,177	136,098
<b>Professor</b>			
F37 Basic Science	107,281	139,438	171,596
F38 Clinical Dental (12 mos.)	134,615	162,436	190,257
F39 Clinical Medical	136,666	164,911	193,156
F40 Clinical Dental (10 mos.)	112,179	135,364	158,549

APPENDIX A-6

MEDICAL AND DENTAL FACULTY UNIT MEMBERS  
SALARY SCHEDULES  
EFFECTIVE 8/31/2008

<u>RANGE/TITLE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>
<b>Instructor</b>			
F01 Basic Science	65,424	85,116	104,808
F02 Clinical Dental (12 mos.)	82,080	98,995	115,910
F03 Clinical Medical	83,330	100,503	117,675
F04 Clinical Dental (10 mos.)	68,400	82,495	96,590
<b>Assistant Professor</b>			
F13 Basic Science	79,928	103,823	127,719
F14 Clinical Dental (12 mos.)	100,237	120,979	141,722
F15 Clinical Medical	101,764	122,822	143,880
F16 Clinical Dental (10 mos.)	83,530	100,815	118,101
<b>Associate Professor</b>			
F25 Basic Science	94,809	123,227	151,644
F26 Clinical Dental (12 mos.)	118,972	143,595	168,218
F27 Clinical Medical	120,785	145,782	170,779
F28 Clinical Dental (10 mos.)	99,144	119,662	140,181
<b>Professor</b>			
F37 Basic Science	110,499	143,622	176,744
F38 Clinical Dental (12 mos.)	138,653	167,309	195,965
F39 Clinical Medical	140,766	169,858	198,951
F40 Clinical Dental (10 mos.)	115,544	139,425	163,305

APPENDIX A-7

MEDICAL AND DENTAL FACULTY  
SALARY SCHEDULES  
EFFECTIVE 12/28/2008

<u>RANGE/TITLE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>
<b>Instructor</b>			
F01 Basic Science	66,405	86,393	106,380
F02 Clinical Dental (12 mos.)	83,311	100,480	117,649
F03 Clinical Medical	84,580	102,010	119,440
F04 Clinical Dental (10 mos.)	69,426	83,732	98,039
<b>Assistant Professor</b>			
F13 Basic Science	81,127	105,381	129,635
F14 Clinical Dental (12 mos.)	101,741	122,794	143,848
F15 Clinical Medical	103,290	124,664	146,038
F16 Clinical Dental (10 mos.)	84,783	102,328	119,873
<b>Associate Professor</b>			
F25 Basic Science	96,231	125,075	153,919
F26 Clinical Dental (12 mos.)	120,757	145,749	170,741
F27 Clinical Medical	122,597	147,969	173,341
F28 Clinical Dental (10 mos.)	100,631	121,457	142,284
<b>Professor</b>			
F37 Basic Science	112,156	145,776	179,395
F38 Clinical Dental (12 mos.)	140,733	169,819	198,904
F39 Clinical Medical	142,877	172,406	201,935
F40 Clinical Dental (10 mos.)	117,277	141,516	165,755



APPENDIX B-1

PUBLIC HEALTH FACULTY UNIT MEMBERS  
SALARY SCHEDULES  
EFFECTIVE 9/05/2004

<u>RANGE/TITLE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>
<b>Instructor</b>			
F01 Non-Medical/Dental	57,355	74,618	91,881
F02 Dental (D.M.D., D.D.S.)	71,957	86,785	101,614
F03 Medical (M.D., D.O.)	73,053	88,107	103,161
<b>Assistant Professor</b>			
F13 Non-Medical/Dental	70,071	91,019	111,966
F14 Dental (D.M.D., D.D.S.)	87,875	106,059	124,242
F15 Medical (M.D., D.O.)	89,213	107,674	126,134
<b>Associate Professor</b>			
F25 Non-Medical/Dental	83,116	108,029	132,941
F26 Dental (D.M.D., D.D.S.)	104,299	125,885	147,471
F27 Medical (M.D., D.O.)	105,888	127,802	149,717
<b>Professor</b>			
F37 Non-Medical/Dental	96,871	125,909	154,946
F38 Dental (D.M.D., D.D.S.)	121,553	146,675	171,797
F39 Medical (M.D., D.O.)	123,404	148,909	174,413

APPENDIX B-2

PUBLIC HEALTH FACULTY UNIT MEMBERS  
SALARY SCHEDULES  
EFFECTIVE 12/26/2004

<u>RANGE/TITLE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>
<b>Instructor</b>			
F01 Non-Medical/Dental	58,072	75,551	93,030
F02 Dental (D.M.D., D.D.S.)	72,856	87,870	102,884
F03 Medical (M.D., D.O.)	73,966	89,208	104,451
<b>Assistant Professor</b>			
F13 Non-Medical/Dental	70,947	92,156	113,366
F14 Dental (D.M.D., D.D.S.)	88,973	107,384	125,795
F15 Medical (M.D., D.O.)	90,328	109,019	127,711
<b>Associate Professor</b>			
F25 Non-Medical/Dental	84,155	109,379	134,603
F26 Dental (D.M.D., D.D.S.)	105,603	127,459	149,314
F27 Medical (M.D., D.O.)	107,212	129,400	151,588
<b>Professor</b>			
F37 Non-Medical/Dental	98,082	127,482	156,883
F38 Dental (D.M.D., D.D.S.)	123,072	148,508	173,944
F39 Medical (M.D., D.O.)	124,947	150,770	176,593

APPENDIX B-3

PUBLIC HEALTH FACULTY UNIT MEMBERS  
SALARY SCHEDULES  
EFFECTIVE 9/04/2005

<u>RANGE/TITLE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>
<b>Instructor</b>			
F01 Non-Medical/Dental	59,814	77,818	95,821
F02 Dental (D.M.D., D.D.S.)	75,042	90,506	105,971
F03 Medical (M.D., D.O.)	76,185	91,885	107,585
<b>Assistant Professor</b>			
F13 Non-Medical/Dental	73,075	94,921	116,767
F14 Dental (D.M.D., D.D.S.)	91,642	110,606	129,569
F15 Medical (M.D., D.O.)	93,038	112,290	131,542
<b>Associate Professor</b>			
F25 Non-Medical/Dental	86,680	112,660	138,641
F26 Dental (D.M.D., D.D.S.)	108,771	131,282	153,793
F27 Medical (M.D., D.O.)	110,428	133,282	156,136
<b>Professor</b>			
F37 Non-Medical/Dental	101,024	131,307	161,589
F38 Dental (D.M.D., D.D.S.)	126,764	152,963	179,162
F39 Medical (M.D., D.O.)	128,695	155,293	181,891

APPENDIX B-4

PUBLIC HEALTH FACULTY UNIT MEMBERS  
SALARY SCHEDULES  
EFFECTIVE 9/03/2006

<u>RANGE/TITLE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>
<b>Instructor</b>			
F01 Non-Medical/Dental	61,668	80,230	98,791
F02 Dental (D.M.D., D.D.S.)	77,368	93,312	109,256
F03 Medical (M.D., D.O.)	78,547	94,733	110,920
<b>Assistant Professor</b>			
F13 Non-Medical/Dental	75,340	97,864	120,387
F14 Dental (D.M.D., D.D.S.)	94,483	114,034	133,586
F15 Medical (M.D., D.O.)	95,922	115,771	135,620
<b>Associate Professor</b>			
F25 Non-Medical/Dental	89,367	116,153	142,939
F26 Dental (D.M.D., D.D.S.)	112,143	135,352	158,561
F27 Medical (M.D., D.O.)	113,851	137,414	160,976
<b>Professor</b>			
F37 Non-Medical/Dental	104,156	135,377	166,598
F38 Dental (D.M.D., D.D.S.)	130,694	157,705	184,716
F39 Medical (M.D., D.O.)	132,685	160,107	187,530

**APPENDIX B-5**  
**PUBLIC HEALTH FACULTY UNIT MEMBERS**  
**SALARY SCHEDULES**  
**EFFECTIVE 9/02/2007**

<u>RANGE/TITLE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>
<b>Instructor</b>			
F01 Non-Medical/Dental	63,518	82,636	101,755
F02 Dental (D.M.D., D.D.S.)	79,689	96,111	112,534
F03 Medical (M.D., D.O.)	80,903	97,576	114,248
<b>Assistant Professor</b>			
F13 Non-Medical/Dental	77,600	100,799	123,999
F14 Dental (D.M.D., D.D.S.)	97,317	117,456	137,594
F15 Medical (M.D., D.O.)	98,800	119,244	139,689
<b>Associate Professor</b>			
F25 Non-Medical/Dental	92,048	119,638	147,227
F26 Dental (D.M.D., D.D.S.)	115,507	139,413	163,318
F27 Medical (M.D., D.O.)	117,267	141,536	165,805
<b>Professor</b>			
F37 Non-Medical/Dental	107,281	139,438	171,596
F38 Dental (D.M.D., D.D.S.)	134,615	162,436	190,257
F39 Medical (M.D., D.O.)	136,666	164,911	193,156

APPENDIX B-6

PUBLIC HEALTH FACULTY UNIT MEMBERS  
SALARY SCHEDULES  
EFFECTIVE 8/31/2008

<u>RANGE/TITLE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>
<b>Instructor</b>			
F01 Non-Medical/Dental	65,424	85,116	104,808
F02 Dental (D.M.D., D.D.S.)	82,080	98,995	115,910
F03 Medical (M.D., D.O.)	83,330	100,503	117,675
<b>Assistant Professor</b>			
F13 Non-Medical/Dental	79,928	103,823	127,719
F14 Dental (D.M.D., D.D.S.)	100,237	120,979	141,722
F15 Medical (M.D., D.O.)	101,764	122,822	143,880
<b>Associate Professor</b>			
F25 Non-Medical/Dental	94,809	123,227	151,644
F26 Dental (D.M.D., D.D.S.)	118,972	143,595	168,218
F27 Medical (M.D., D.O.)	120,785	145,782	170,779
<b>Professor</b>			
F37 Non-Medical/Dental	110,499	143,622	176,744
F38 Dental (D.M.D., D.D.S.)	138,653	167,309	195,965
F39 Medical (M.D., D.O.)	140,766	169,858	198,951

**APPENDIX B-7**

**PUBLIC HEALTH FACULTY UNIT MEMBERS  
SALARY SCHEDULES  
EFFECTIVE 12/28/08**

<u>RANGE/TITLE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>
<b>Instructor</b>			
F01 Non-Medical/Dental	66,405	86,393	106,380
F02 Dental (D.M.D., D.D.S.)	83,311	100,480	117,649
F03 Medical (M.D., D.O.)	84,580	102,010	119,440
<b>Assistant Professor</b>			
F13 Non-Medical/Dental	81,127	105,381	129,635
F14 Dental (D.M.D., D.D.S.)	101,741	122,794	143,848
F15 Medical (M.D., D.O.)	103,290	124,664	146,038
<b>Associate Professor</b>			
F25 Non-Medical/Dental	96,231	125,075	153,919
F26 Dental (D.M.D., D.D.S.)	120,757	145,749	170,741
F27 Medical (M.D., D.O.)	122,597	147,969	173,341
<b>Professor</b>			
F37 Non-Medical/Dental	112,156	145,776	179,395
F38 Dental (D.M.D., D.D.S.)	140,733	169,819	198,904
F39 Medical (M.D., D.O.)	142,877	172,406	201,935

APPENDIX C-1

NURSING FACULTY UNIT MEMBERS  
SALARY SCHEDULES  
EFFECTIVE 9/05/2004

<u>RANGE/TITLE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>
<b>Instructor</b>			
FS76 10 Month	44,326	55,408	66,489
FS77 12 Month	53,191	66,489	79,787
<b>Assistant Professor</b>			
FS78 10 Month (Ph.D.)	52,083	65,104	78,125
FM78 10 Month (Master's)	44,326	55,408	66,489
FS79 12 Month (Ph.D.)	62,500	78,125	93,750
FM79 12 Month (Master's)	53,191	66,489	79,787
<b>Associate Professor</b>			
FS80 10 Month	62,500	78,125	93,750
FS81 12 Month	75,000	93,750	112,500
<b>Professor</b>			
FS82 10 Month	73,437	91,797	110,156
FS83 12 Month	88,125	110,156	132,187



APPENDIX C-2

NURSING FACULTY UNIT MEMBERS  
SALARY SCHEDULES  
EFFECTIVE 9/04/2005

<u>RANGE/TITLE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>
<b>Instructor</b>			
FS76 10 Month	45,988	57,485	68,982
FS77 12 Month	55,186	68,982	82,779
<b>Assistant Professor</b>			
FS78 10 Month (Ph.D.)	54,036	67,545	81,055
FM78 10 Month (Master's)	45,988	57,485	68,982
FS79 12 Month (Ph.D.)	64,844	81,055	97,266
FM79 12 Month (Master's)	55,186	68,982	82,779
<b>Associate Professor</b>			
FS80 10 Month	64,844	81,055	97,266
FS81 12 Month	77,813	97,266	116,719
<b>Professor</b>			
FS82 10 Month	76,191	95,239	114,287
FS83 12 Month	91,430	114,287	137,144

APPENDIX C-3

NURSING FACULTY UNIT MEMBERS  
SALARY SCHEDULES  
EFFECTIVE 9/03/2006

<u>RANGE/TITLE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>
<b>Instructor</b>			
FS76 10 Month	47,874	59,842	71,810
FS77 12 Month	57,449	71,811	86,173
<b>Assistant Professor</b>			
FS78 10 Month (Ph.D.)	56,251	70,315	84,378
FM78 10 Month (Master's)	47,874	59,842	71,810
FS79 12 Month (Ph.D.)	67,503	84,378	101,254
FM79 12 Month (Master's)	57,449	71,811	86,173
<b>Associate Professor</b>			
FS80 10 Month	67,503	84,378	101,254
FS81 12 Month	81,003	101,254	121,504
<b>Professor</b>			
FS82 10 Month	79,315	99,144	118,973
FS83 12 Month	95,179	118,973	142,767

**APPENDIX C-6**  
**NURSING FACULTY UNIT MEMBERS**  
**SALARY SCHEDULES**  
**EFFECTIVE 12/28/2008**

<u>RANGE/TITLE</u>		<u>MIN</u>	<u>MID</u>	<u>MAX</u>
<b>Instructor</b>				
FS76	10 Month	52,307	65,384	78,460
FS77	12 Month	62,769	78,460	94,152
<b>Assistant Professor</b>				
FS78	10 Month (Ph.D.)	61,460	76,826	92,192
FM78	10 Month (Master's)	52,307	65,384	78,460
FS79	12 Month (Ph.D.)	73,753	92,192	110,631
FM79	12 Month (Master's)	62,769	78,460	94,152
<b>Associate Professor</b>				
FS80	10 Month	73,753	92,192	110,631
FS81	12 Month	88,504	110,630	132,755
<b>Professor</b>				
FS82	10 Month	86,659	108,325	129,990
FS83	12 Month	103,993	129,990	155,988

APPENDIX D-1

LIBRARIAN UNIT MEMBERS  
SALARY SCHEDULES  
EFFECTIVE 9/05/2004

<u>RANGE/TITLE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>
23S Librarian III	49,457	61,819	74,180
26S Librarian II	57,255	71,566	85,877
28S Librarian I	63,126	78,904	94,682

**APPENDIX D-2**  
**LIBRARIAN UNIT MEMBERS**  
**SALARY SCHEDULES**  
**EFFECTIVE 12/26/2004**

<u>RANGE/TITLE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>
23S Librarian III	50,075	62,591	75,107
26S Librarian II	57,971	72,461	86,950
28S Librarian I	63,915	79,891	95,866

APPENDIX D-3

LIBRARIAN UNIT MEMBERS  
SALARY SCHEDULES  
EFFECTIVE 9/04/2005

<u>RANGE/TITLE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>
23S Librarian III	51,953	64,939	77,924
26S Librarian II	60,145	75,178	90,211
28S Librarian I	66,312	82,887	99,461

**APPENDIX D-4**  
**LIBRARIAN UNIT MEMBERS**  
**SALARY SCHEDULES**  
**EFFECTIVE 9/03/2006**

<u>RANGE/TITLE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>
23S Librarian III	53,901	67,374	80,846
26S Librarian II	62,400	77,997	93,594
28S Librarian I	68,799	85,995	103,191

APPENDIX D-5

LIBRARIAN UNIT MEMBERS  
SALARY SCHEDULES  
EFFECTIVE 9/02/2007

<u>RANGE/TITLE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>
23S Librarian III	55,922	69,900	83,878
26S Librarian II	64,740	80,922	97,104
28S Librarian I	71,379	89,220	107,061



**APPENDIX D-6**  
**LIBRARIAN UNIT MEMBERS**  
**SALARY SCHEDULES**  
**EFFECTIVE 8/31/2008**

<u>RANGE/TITLE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>
23S Librarian III	57,600	71,997	86,394
26S Librarian II	66,682	83,350	100,017
28S Librarian I	73,520	91,897	110,273

APPENDIX D-7

LIBRARIAN UNIT MEMBERS  
SALARY SCHEDULES  
EFFECTIVE 12/28/2008

<u>RANGE/TITLE</u>		<u>MIN</u>	<u>MID</u>	<u>MAX</u>
23S	Librarian III	58,464	73,077	87,690
26S	Librarian II	67,682	84,600	101,517
28S	Librarian I	74,623	93,275	111,927

## APPENDIX E

### ACADEMIC TITLES, ACADEMIC APPOINTMENTS AND TENURE

#### 1. Academic Titles

- a. Full Academic Rank. All unit members on the medical/dental faculty, the School of Public Health faculty and the School of Nursing faculty shall have the following titles: Instructor, Assistant Professor, Associate Professor and Professor, except as set forth in subsection b. of this section.
- b. Qualified Academic Rank. Unit members who do not have full academic rank shall have titles preceded by the designations "Clinical," "Adjunct," or "Visiting," or titles of "Lecturer" or "Associate."

#### 2. Academic Appointments

All appointments shall be either on a tenure or a non-tenure track.

- a. Tenure Track Appointments. Initial appointments on the tenure track shall be at least three years, and reappointments shall be at least two years, except that reappointments after the ninth year on the tenure track may be for one year.
- b. Non-Tenure Track Appointments at Full Academic Rank. Non-tenure track appointments and reappointments shall be for terms of not less than one (1) and not more than five (5) years, subject, in the case of faculty on clinical non-tenure tracks, to the requirements of Article XXV of the Agreement.
- c. Non-Tenure Track Appointments at Qualified Academic Rank. Appointments to qualified academic rank may be made for a period of one year or less except that none shall continue beyond the close of the current academic year. Such appointments may be renewed for successive terms of one year or less upon recommendation of the Chair of the department. Appointments to qualified academic rank may not carry tenure and they may not be made without limitation of term. Service in a qualified academic rank shall not be counted as time accumulated toward tenure.

### 3. Tenure

Tenure may be granted when merited upon or at any time following appointment or promotion to the rank of associate professor or professor in accordance with the criteria and procedures set forth in the Bylaws for the Governance of the University in effect at the time of the tenure appointment. Appointments, reappointments, or promotions to the ranks of assistant professor, associate professor or professor may be made on either the tenure track or the non-tenure track, or, in the case of associate professor and professor, with tenure. Assistant professors appointed to the tenure track and who remain on the tenure track shall have a formal review for tenure by their department Chairs no later than the tenth year after the appointment to the tenure track. Such review shall not preclude continuation in a tenure-track appointment.

**APPENDIX F**

**OUTSIDE EMPLOYMENT**

The outside employment of unit members shall be governed by the University policy entitled "Outside Employment," revised on April 15, 1997.



UMDNJ, New Jersey's University of the Health Sciences

Office of the Associate Vice President  
for Academic Administration  
Phone: (201) 982-5455  
Fax: (201) 982-5320

118 Administration Complex  
30 Bergen Street  
University Heights  
Newark, NJ 07107-3000

December 9, 1994

**SIDE LETTER OF AGREEMENT  
PATIENT CARE SUPPLEMENTS**

The University agrees that in letters of appointment to faculty who will receive patient care supplements as part of their salaries, the amount of the patient care supplement will be specified along with information that such supplements are not subject to the across-the-board salary increases specified in Article VIII, Section 1 of the Agreement.

FOR THE UNIVERSITY:

FOR THE ASSOCIATION:

  
Robert D'Augustine

  
Henry Singer, D.D.



The University is an affirmative action/equal opportunity employer



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University Heights  
Newark, NJ 07102-2000

December 9, 1994

SIDE LETTER OF AGREEMENT  
EARLY RETIREMENT PROGRAM

1. Faculty members must initiate the request to participate and must seek approval by the department chairperson, subject to review and approval by the Dean, the Senior Vice President for Academic Affairs and the Board of Trustees. Only faculty who are aged 55-67 and who have a minimum of 10 years of full-time service at UMDNJ are eligible.
2. Under this program, eligible faculty may reduce their time commitment to 50% FTE or less. Those participating shall receive multiple, consecutive one-year contracts; between three and five such contracts shall be signed at the time of entry into the program. The percentage FTE and the overall duration of the contracts shall be negotiated by the faculty member with the department chairperson and the Dean, subject to review and approval by the Senior Vice President for Academic Affairs and the Board of Trustees.
3. Participating faculty shall be eligible to collect their TIAA/CREF benefits while employed part-time at the University.
4. Life insurance for participating faculty age 60 or older shall continue for life at a level equal to one-half the salary earned during the last year of full-time employment at UMDNJ.
5. UMDNJ will not contribute to any pension program for faculty employed part-time at the University under this program.
6. UMDNJ will not pay premiums for health benefits, as provided to full-time faculty, for faculty employed part-time at the University under this program except for faculty who work 50% FTE or who qualify for such payment during retirement. However, those entering the program could elect to transfer to an individual policy at group rates for Blue Cross, Blue Shield and Major Medical, and bear the cost of the premiums themselves.



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Side Letter of Agreement  
Early Retirement Program  
December 9, 1994  
page 2

7. The salary of a faculty member employed part-time by the University under this program shall be established on a prorated basis of the full-time salary he or she was receiving at the time of entry into the program. Participants shall receive increases as specified by the AAUP contract.

FOR THE UNIVERSITY:

  
Robert D'Augustine

FOR THE ASSOCIATION:

  
Henry Spinger Ph.D.

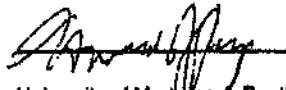


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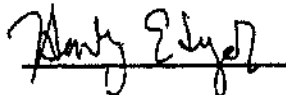
SIDE LETTER OF AGREEMENT

CODE OF ETHICS

Our negotiated agreements on this policy are incorporated in the policy revised  
September 15, 1997, entitled "Code of Ethics: General Conduct."



University of Medicine & Dentistry  
of New Jersey

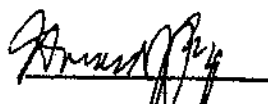


The Council of Chapters of the American  
Association of University Professors

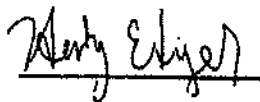
SIDE LETTER OF AGREEMENT

SALARY CAPS

The University and the Association agree that, if the State reinstates salary caps, the procedure for exemptions from the salary cap contained in Article VIII, Section 7 of the Agreement between the University and the Association covering the period July 1, 1992 through June 30, 1995 shall be reinstated and the provision itself shall be considered to be a part of the Agreement.



University of Medicine & Dentistry  
of New Jersey



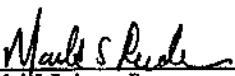
The Council of Chapters of the American  
Association of University Professors


SIDE LETTER OF AGREEMENT  
FACULTY PRACTICE/PATIENT SERVICES SALARY COMPONENTS  
AND ACADEMIC BASE SALARY

The University agrees not to substitute either faculty practice or patient service salary components for any increase to academic base salary provided for in this Agreement. The University represents that, to the best of its knowledge, there are no other non-negotiated components of faculty salary.

FOR THE UNIVERSITY:

FOR THE ASSOCIATION:

  
Mark S. Ruderman, Esq.  
Chief Negotiator  
1/2/02  
Date


  
Anthony V. Buccabella, Ph.D.  
Chief Negotiator  
1/2/2002  
Date


SIDE LETTER OF AGREEMENT  
COPYRIGHT POLICY

The University and the Association agree to set up a joint committee to discuss the University's copyright policy. If the Committee reaches a consensus about revisions to the policy, such revisions shall be implemented.

FOR THE UNIVERSITY:

FOR THE ASSOCIATION:

  
Mark S. Ruderman, Esq.  
Chief Negotiator  
Date 1/2/02

  
Anthony V. Boccabella, Ph.D.  
Chief Negotiator  
Date 1/2/2002


SIDE LETTER OF AGREEMENT  
QUARTERLY MEETINGS BETWEEN  
UNIVERSITY AND ASSOCIATION


The parties agree to meet on a quarterly basis to discuss issues of mutual concern. The University shall be represented by the Senior Vice President for Academic Affairs, the Vice President for Academic Affairs and the Director of Labor Relations. The Association shall be represented by three or four representatives.

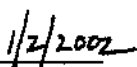
FOR THE UNIVERSITY:

FOR THE ASSOCIATION:

  
Mark S. Rudeman, Esq.  
Chief Negotiator

  
Anthony V. Bocabella, Ph.D.  
Chief Negotiator

  
Date

  
Date



UMDNJ, New Jersey's University of the Health Sciences

Office of the Associate Vice President  
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Phone: (201) 982-5455  
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118 Administration Complex  
35 Bergen Street  
University Heights  
Newark, NJ 07107-2800

December 9, 1994

SIDE LETTER OF AGREEMENT  
RECOGNITION

The parties have agreed to continue the present language of Article II defining the composition of the faculty negotiating unit. However, the parties have further recognized that, at New Jersey Medical School, Section Chiefs, Division Chiefs and Division Directors are considered members of the negotiating unit, while at Robert Wood Johnson Medical School, School of Osteopathic Medicine and New Jersey Dental School faculty members with these titles are not considered to be in the unit.

FOR THE UNIVERSITY:

FOR THE ASSOCIATION:

Robert D'Augustine

Henry Singer, PhD



The University is an affirmative action/equal opportunity employer

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**RESTRICTIVE COVENANT**  
**MEMORANDUM OF AGREEMENT**

(1) At RWJ and SOM, the University shall have the right to enter into restrictive covenants with unit members having a duration of one year following the last date of service with the University. These restrictive covenants can prohibit the unit member from establishing or working in an office or providing care for patients in any established facility in locations up to:

(1)(A) 20 miles of the unit member's principal practice location at the time of leaving the University if the unit member is a specialist or sub-specialist, including sub-specialists of the primary care disciplines

(1)(B) 10 miles of the unit member's principal practice location at the time of leaving the University if the unit member is a primary care physician (i.e. internal medicine, family medicine, pediatrics or ob-gyn).

(2) Unit members at RWJ and SOM who never signed a restrictive covenant agreement as of May 9, 2005 shall be grandfathered and not required to sign them.

(3) Restrictive covenants shall apply to resignations and not involuntary separations (including non-renewals)

(4) The 20/10 mile standard shall be applied upon contract renewal for any unit member currently working under a contract with a restriction of a lesser distance.

(5) The parties agree that nothing in this Article shall serve as a precedent nor shall it establish a negative implication nor undermine the position of either party with respect to the question of restrictive covenants for unit members in Newark area schools

(6) Nothing in this Article shall prevent unit members from practicing in Philadelphia following the last date of service at the University

# FLOAT HOLIDAYS FOR PART-TIMERS

## CROW & ASSOCIATES

CONSELLORS AT LAW

CHARLES S. CROW, III  
DAVID P. CUSHING  
RESHMA J. AMIN

33 STATE ROAD, SUITE F  
PRINCETON, NEW JERSEY 08540  
TELEPHONE (609) 252-9015  
FAX (609) 252-9019

MARK D. SCHORR  
OF COUNSEL

December 20, 2010

VIA E-MAIL AND  
REGULAR U.S. MAIL

Michael J. Gonnella, Esq.  
Deputy Attorney General  
Division of Law  
124 Halsey Street, 5<sup>th</sup> Floor  
P.O. Box 45029  
Newark, NJ 07101

Re: UMDNJ and UMDNJ Council of AAUP Chapters  
Docket No. AR-2010-567

Dear Mike:

This letter agreement contains the terms of the settlement between UMDNJ and the AAUP entered into the above captioned arbitration (the "Arbitration") on December 15, 2010.

Attached hereto, and incorporated herein, is a copy of Joint Exhibit 5 (the "Exhibit"), which includes the names of individual members of the AAUP's collective negotiations unit who are affected by the settlement, which clarifies practices under Article IX, Section B of the collective negotiations agreement between UMDNJ and the AAUP (the "Agreement") for all collective negotiations unit members.

This is to confirm the settlement on the following terms:

1. All members of the AAUP's collective negotiations unit shall continue to receive three float holidays per year, which shall not be prorated for any unit member, pursuant to Article IX, Section B of the Agreement.
2. Each member of the AAUP's collective negotiations unit listed on the Exhibit to whom .5 or more float holidays are owed (as designated by the column on the Exhibit headed "# Float Days Owed") shall be entitled to such float holidays listed in that column, to be taken on or before December 31, 2011. Unit members to whom less than .5 float holidays are owed shall not receive additional float holidays



3. Each day a unit member designates as a float holiday shall be charged as such pursuant to the Agreement irrespective of the length of the workday for the unit member. For example, if a unit member is scheduled to work for one half day on a particular day and designates that day as a float holiday, it shall be charged as a full day float holiday. Likewise, if a part-time unit member is scheduled to work a full day on a particular day and designates that day as a float holiday, it shall be charged as a full day float holiday.
4. The above terms shall remain in effect until and unless altered by mutual agreement, through collective negotiations or otherwise.
5. The AAUP withdraws the grievance which gave rise to the Arbitration with prejudice.
6. Nothing in this Agreement shall be, or be taken as, an admission of fault by either party.

Please execute the copy of this letter enclosed to signify UMDNJ's agreement to the above terms.

Yours very truly,

CROW & ASSOCIATES

Mark D. Schorr

Agreed to on Behalf of the University of  
Medicine and Dentistry of New Jersey  
this 30 Day of ~~December 2010~~  
JANUARY 2011

Name: MICHAEL J. GONNELLA  
Title: DEPUTY ATTORNEY GENERAL

MDS/tg  
cc: Alex Bernstein, Esq.

## PRESCRIPTION DRUG REIMBURSEMENT

Subject: Attention AAUP Members  
From: "Human Resources" <humanresources@umdnj.edu>  
Date: Tue, Jul 22, 2008 11:16 am  
To: HRLIST@LISTS.umdnj.edu

We have entered into an agreement which affects AAUP members who are in the State Health Benefits Program's (SHBP) Prescription Drug Plan (PDP). It is the result of a settlement of a grievance filed by the AAUP. This agreement allows for the reimbursement to members, including eligible dependents (retroactively to July 1, 2007) of the following:

1. The difference between the PDP's 3<sup>rd</sup> tier of \$25 and the \$10 brand name (\$15) based on a 30 day supply or
2. Under the Mail Order Service, the difference between the 3<sup>rd</sup> tier of \$40 and the \$15 brand name (\$25) based on a 90 day supply.

The 3<sup>rd</sup> tier is applied when a brand name drug is used when a generic equivalent is available

3. If the member does not have or use a Tax\$ave Program (2007-2009) for the applicable prescription drug(s), the reimbursement will be non-taxable

If the member used a Tax\$ave Program (2007-2009) for the applicable prescription drug(s), the reimbursement will be taxable.

This arrangement will remain in effect until it is addressed in upcoming negotiations. Reimbursements covering up to June 30, 2009 may be submitted up to three months thereafter, or September 30, 2009.

Please visit: <http://www.umdnj.edu/hrweb/benefits/aauppdp.htm> for the AAUP - Prescription Drug Program (PDP) Co-payment Reimbursement Form including the Instruction Sheet. Appropriate documentation must accompany the form before submission to Diane Wlockowski at the Newark campus Benefits Office (ADMC Room 819).

Please note that your Department's Budget Officer is required to sign the reimbursement form identifying the account and index numbers.

Please call your campus Human Resources Benefits Office at one of the following telephone numbers if you have any questions:

Camden and Stratford	(856) 566-6262
Newark	(973) 972-6071
New Brunswick/Piscataway	(732) 235-9416

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To: All Faculty & Librarians  
From: Alex Bernstein, Executive Director AAUP-UMDJ  
Re: UMDNJ Agrees to Reimburse for Prescription Co-Pay Increases  
Date: July 29, 2008

The AAUP and UMDNJ entered into an agreement to resolve a dispute over the prescription co-pay increases the University implemented on July 1, 2007. The agreement requires the University to reimburse all faculty and librarians the difference between what they paid for all prescription drugs prior to July 1, 2007 and what they paid after July 1, 2007. This agreement covers all expenses incurred since July 1, 2007 going forward. This agreement will remain in place as long as the AAUP contract language on prescription co-pays remains as is.

The attached University email describes the resolution and reimbursement mechanism in greater detail.

However, the information in the University's email is not entirely accurate, incomplete, and may be confusing.

To remedy any confusion and the inaccuracy in the email, please be advised of the following:

1. UMDNJ's email states that the agreement "affects AAUP members who are in the State Health Benefit Plan." To avoid any confusion, this agreement covers all UMDNJ faculty and librarians who are represented by the AAUP – not just Full Members.
2. UMDNJ's email states that "Reimbursements covering up to June 30, 2009 may be submitted up to three months thereafter, or September 30, 2009." This suggests that the reimbursement mechanism terminates on June 30, 2009. This is not true. The University is required to maintain the reimbursement mechanism as long as the existing AAUP contract language on prescription drug co-pays remains the same. Consequently, unless you are advised otherwise by the AAUP, you should continue to submit requests for reimbursements beyond June 30, 2009.
3. The University is required to reimburse you within thirty (30) days of your submitting a reimbursement form with valid proof of payment.

If you have any questions, experiencing any difficulty or are denied reimbursement under this agreement, please contact the AAUP at 973-972-5875, 732-235-4196, or [council@aaupumdnj.org](mailto:council@aaupumdnj.org).

**Instructions for completing the**  
**AAUP - Prescription Drug Plan**  
**Co-payment Reimbursement Form**

1. A separate form is required for each member or eligible dependent.
2. Please provide information regarding your use of a Tax\$ave Program (2007-2009) so that we may determine if the reimbursement will be taxable or non-taxable.
3. Appropriate documentation requires: receipts with date, product name and cost and the prescription summary information.
4. Your Department's Budget Officer is required to sign the completed form verifying the index/account number and funds availability.
5. It is the member's responsibility to properly report any applicable reimbursement(s) for tax purposes. If you have any questions, please contact your tax professional.
6. Please do not submit the form unless all the required information and signatures are provided.
7. The completed form is to be sent to Diane Wieckowski, Manager of Benefits Operations at ADMC, Room 819, Newark.
8. This process will remain in effect for the duration of the contract that expires on June 30, 2009. Reimbursements covering up to June 30, 2009 may be submitted up to three months thereafter, or September 30, 2009.

aaup708h

**AAUP - Prescription Drug Plan  
Co-payment Reimbursement Form**

<b>Human Resources Department</b>			
<b>PART A</b>		<b>To Be Completed by Employee:</b> (Separate forms are required for dependents)	
1. Name: First	Middle Initial	Name: Last	2. Employee ID No 100
3. Department			4. Office Telephone No.
5. Email Address		6. Dependent Name (if applicable)	
<p>7. I hereby submit the following reimbursement(s) retroactive to (July 1, 2007).</p> <p>..... The difference between \$10 <u>Brand name</u> and the 3<sup>rd</sup> tier of \$25. I am submitting a total of ..... co-payment receipts at \$15 each for a total of \$ .....</p> <p>..... The difference between \$15 <u>Mail Order Service</u> and the 3<sup>rd</sup> tier of \$40 I am submitting a total of ..... co-payment receipts at \$25 each for a total of \$ .....</p>			
<p>8. <b>Must check one of the following statements:</b></p> <p><input type="checkbox"/> I do not have or use my TaxSave Program for the applicable prescription drug(s).</p> <p>OR</p> <p><input type="checkbox"/> I used my TaxSave Program for the applicable prescription drug(s).</p>			
<p>9. It is the member's responsibility to properly report any applicable reimbursements for tax purposes.</p> <p>Members Signature: _____ Date: _____</p>			
<b>PART B.</b>		<b>To be Completed by the Budget Officer</b> (Signature is required for account information only.)	
Department Index No. _____			
Department Account No. _____			
Signature of Budget Officer _____			Date _____
<b>PART C.</b>		<b>Submit form to Diane Wiczkowski, Manager Benefits Operations</b> <b>ADMC Room 819 Newark</b>	
Human Resources Office Use Only:			
Taxable _____ Non Taxable _____			

**New Faculty/Transfer Settlement Agreement**

In full and final settlement of the above-captioned matter the undersigned parties ("parties") agree as follows:

1. The parties agree that, effective immediately upon the execution of this settlement agreement by both parties, Article II, Recognition, of the UMDNJ-AAUP collective bargaining agreement ("cba") is amended to include individuals in "awaiting faculty appointment" status, provided that such individuals would otherwise be recognized by Article II as bargaining unit members if fully appointed as faculty members pursuant to the requirements of the School and UMDNJ Bylaws.

2. The parties further agree that an individual in "awaiting faculty appointment" status will continue to serve "at will" until fully appointed as a faculty member pursuant to the requirements of the School and UMDNJ Bylaws. Individuals in "awaiting faculty appointment" status may therefore be removed, suspended or terminated without cause, and the grounds, protections and procedures of Article XXVI, Termination For Cause, are not required or applicable. In addition, the Article V Grievance Procedure may not be initiated or utilized in any manner by any individual in "awaiting faculty appointment" status, or by the AAUP on behalf of that individual, to challenge (i) disciplinary action of any kind, (ii) UMDNJ's failure to fully appoint that individual as a faculty

---

member pursuant to the requirements of the School and UMDNJ Bylaws or (iii) any delay in making the appointment.

3. The parties further agree that current AAUP bargaining unit members hired into "awaiting faculty appointment" status on or before February 1, 2007 shall qualify for the across-the-board and merit salary increases that were effective 9/2/07, and shall receive those increases retroactive to 9/2/07. Current AAUP bargaining unit members hired into "awaiting faculty appointment" status between February 1, 2007 and February 1, 2008 shall qualify for the across-the-board salary increase that was effective 8/31/08 and the merit increase that was effective 12/28/08, and shall receive those increases retroactive to 8/31/08 and 12/28/08, respectively. In the case of an unsatisfactory performance evaluation, as specified in Article VIII, Section B, Par. 4a of the cha., no merit increase shall be made.

4. The parties further agree that for bargaining unit members hired into "awaiting faculty appointment" status before February 1, 2007, and who were fully appointed as faculty members pursuant to the requirements of School and UMDNJ Bylaws after February 1, 2007, service as a faculty member shall run from February 1, 2007. For those hired into "awaiting faculty appointment" status on February 1, 2007, or later, service as a faculty member shall run from the date of hire into "awaiting faculty appointment" status.

5. The parties further agree that a bargaining unit member at

one UMDNJ School who resigns to accept a full academic rank appointment at another UMDNJ School shall not lose seniority, rights or benefits of any kind as a faculty member if the resignation is effective the day before the date of the new appointment, without any actual break in service.

6. Subject to the conditions and limitations set forth herein, individuals in "awaiting faculty appointment" status shall from the date of this settlement forward have the same rights under the cba as all other members of the bargaining unit. Under no circumstances shall this settlement agreement otherwise expand, increase or add to the rights of any faculty member.

7. Upon the execution of this settlement agreement the AAUP shall immediately withdraw, with prejudice, its petition for unit clarification filed under PERC Docket No. CU-2008-023, and the grievance filed under PERC Docket No. AR-2008-404.

8. The parties further agree that this settlement agreement resolves all issues and disputes between them with regard to any bargaining unit member hired into the "awaiting faculty appointment" status before the effective date of this settlement, including any and all claims for payments or reimbursements of any kind not expressly mentioned in this document.

9. Neither party admits liability with respect to this matter, its prosecution, or the events upon which it is based. The parties further agree that this settlement agreement may not be used as



evidence in any action between them other than one to enforce the terms and conditions of this settlement agreement.

10. The parties have read this settlement agreement and freely and voluntarily agree to its provisions.

11. This settlement agreement shall be construed in accordance with, and all disputes shall be governed by, the laws of the State of New Jersey.

12. Other than as set forth herein above, this settlement agreement shall have no retroactive effect of any kind.

For UMDNJ

Denis V. Rodgers

Name: Denis V. Rodgers, MD

Date: 03/04/09

For AAJP

Summa de K...

Name: Dr. Frederick E. Lepore, President, AAJP

Date: 2/26/09

Frederick E. Lepore

Summa de K...