

Agreement between Rowan University School of Osteopathic Medicine and Council of Chapters of the American Association of University Professors

July 1, ~~2009-2015~~ to June 30, 201~~95~~

Contents	Page
PREAMBLE	1
ARTICLE I	2
ARTICLE II	3
ARTICLE III	4
ARTICLE IV	5
ARTICLE V	6
ARTICLE VI	10
ARTICLE VII	11
ARTICLE VIII	15
ARTICLE IX	21
ARTICLE X	32
ARTICLE XI	34
ARTICLE XII	35
ARTICLE XIII	36
ARTICLE XIV	37
ARTICLE XV	38
ARTICLE XVI	39
ARTICLE XVII	40
ARTICLE XVIII	41
ARTICLE XIX	42
ARTICLE XX	43
ARTICLE XXI	44
ARTICLE XXII	45
ARTICLE XXIII	46
ARTICLE XXIV	47
ARTICLE XXV	48
ARTICLE XXVI	50
SIGNATURE PAGE	51
APPENDIX A	52
APPENDIX B	53
APPENDIX C	54
APPENDIX D	56
SIDE LETTER OF AGREEMENT	57
SIDE LETTER OF AGREEMENT	58
SIDE LETTER OF AGREEMENT	60
SIDE LETTER OF AGREEMENT	61
SIDE LETTER OF AGREEMENT	62
SIDE LETTER OF AGREEMENT	63
SIDE LETTER OF AGREEMENT	64
SIDE LETTER OF AGREEMENT	65

PREAMBLE

This Agreement is effective July 1, ~~2015-2009~~, by and between Rowan University ~~(the "University")~~ School of Osteopathic Medicine ~~(the "University")~~ ~~(“RowanSOM”)~~ and the Council of Chapters of the American Association of University Professors at the University (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, to provide high quality clinical services, 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. Faculty unit members refers to all faculty members of the Association as described in Article II, Recognition.
2. Librarian unit members refers to all librarian members of the Association as described in Article II, Recognition.
3. Grievant is a member of the Association who has filed a grievance under Article V.
4. Department is a subdivision of a school maintained for the purpose of conducting a curriculum or curricula in a specified field of learning.
5. Section is a departmental subgroup with a discrete professional identification including a national certification board and separate residency programs.
6. 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.
7. Service Division is a subdivision of a school created to improve and/or coordinate health care delivery.
8. Bargaining unit members, unit members or employees refers to--- all members of the bargaining unit as described in Article II.

ARTICLE II

RECOGNITION

The University recognizes the Association as the exclusive negotiating agent for all full-time teaching, clinical, 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 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 (including, but not limited to, the following excluded titles: among titles so excluded are President, Senior Vice President, Vice President, Dean, Vice Dean, Senior Associate 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 Manager), 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.~~
- ~~5.4.~~ 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. Where State law or regulation conflicts with any specific provision of this Agreement, the law or regulation shall govern.
- ~~6.5.~~ Neither the Association nor any individual represented by it will engage in or support any strike, work stoppage, or other job action.
- ~~7.6.~~ The University shall not institute or support any lockout of bargaining unit members.
- ~~8.7.~~ 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.
- ~~9.8.~~ When a bargaining unit member ~~participates~~ is required to participate in teaching, patient care or other responsibilities at an academic center other than his or her ~~own~~ regularly assigned site(s), reasonable notice shall be given, cost of transportation if ~~required~~ appropriate shall be approved, and the schedule of work assignments to such bargaining unit members shall be reflective of and consistent with obligations involved.
- ~~10.9.~~ 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 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. With the exception of the letters of recommendation referenced at section C of this article, Any any University created 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 allegationsgrievances 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 faculty unit member and for librarian unit members. No such suspension shall begin to run until twenty-one (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, which are matters that intimately and directly affect the work and welfare of the employees and which do not significantly interfere with inherent management prerogatives pertaining to the determination of public policy.

3. Notwithstanding the foregoing, The following matters shall not be grievable:

a. Termination of medical faculty unit members for cause, which shall be subject to the procedure set forth in Article XXV;

b. Letters of reprimand/warnings;

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; ~~and~~

d. Termination at will, as provided in the University Bylaws, for qualified title faculty unit members; ~~and~~

d.e. Any matter to which the parties have agreed in this contract shall be determined at the discretion of the University (or any designee of the University).

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 fourteen (14) ~~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 Office of

Labor Relations Senior Vice President Health Sciences 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.

With respected to any grievance brought under B(2) above, 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 fourteen (14) days from the date the grievant received the decision at Step One, 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 Health Sciences of the University. The decision of the Senior Vice President Health Sciences shall be the final step of the grievance procedure within the University for grievances brought under B(2).

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 fourteen (14)~~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 State of New Jersey Office of Employee Relations by certified mail with a copy to the Assistant Vice President for Labor Relations~~Dean or University Librarian~~, appeal the decision at Step One to arbitration.

The parties shall mutually agree upon a panel of three (3) or more arbitrators. Each member of the panel shall serve by random selection as the sole arbitrator for a case or cases. The arbitrator's daily fee shall not exceed \$1,000 and his/her cancellation fee shall not exceed \$500. When a member of the panel is unable to serve, another member shall serve by random selection. The University and Association may remove any member of the arbitration panel through written notice to the other, provided that the arbitrator shall finish serving as arbitrator on any matter for which s/he was selected to so serve but has yet to render a final decision, unless both parties agree to remove him/her before such time. In the event the parties agree on less than three (3) arbitrators, those arbitrator(s) agreed upon by the parties shall serve by random selection until such time as the parties are able to agree upon a full complement of three (3) or more arbitrators. In the event that the parties are unable to agree upon any arbitrators, arbitrators shall be selected on a case-by-case basis under the selection procedures of the Public Employment Relations Commission until such time as the parties mutually agree upon a full complement of three (3) panel members.

-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, professional or clinical practice judgments, rendered by the persons charged with making such judgments. 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.

~~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 Health Sciences of the University. The decision of the Senior Vice President Health Sciences shall be the final step of the grievance procedure within the University for grievances brought under B(2).~~

If one of the issues before the arbitrator is timeliness, the arbitrator must first render a decision on that issue, which shall be rendered the day of the hearing if possible. A subsequent day of hearing shall occur only if the arbitrator determines that the matter has been timely filed.

Only the Association shall have the right to invoke arbitration.

~~-Any arbitrator costs, fees, and/or expenses resulting from the arbitration shall be shared equally by the parties except that: a charge for a late cancellation shall be borne by the party requesting the cancellation. If the late cancellation was mutually agreed upon in writing by the University and the Association, then the cost shall be shared equally.~~

Either party may make a verbatim record through a certified transcriber. Such record is to be made at the requesting party's expense. However, if both parties want a copy of the transcript, the cost of the transcript and the reporter shall be shared equally between the parties. The cost of any transcript (or copy of any transcript) requested by the arbitrator shall be shared equally between the parties as well.

Any other cost of the proceeding shall be borne by the party incurring the cost.

~~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

4. Matters pertaining to promotion and reappointment of faculty unit members shall be grievable under this ~~a~~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.

~~0. 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.~~

G.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 Health Sciences the Assistant Vice President for Labor Relations~~ may substitute for the Dean or University Librarian (or his/her designee) 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 fourteen (14) ~~twenty-one (21)~~ day period provided in section D(1) 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.

H.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.

~~I.H.~~ Nothing in this Article shall be construed as compelling the Association to submit a grievance to arbitration.

~~J.I.~~ No reprisal of any kind shall be taken by either party against any participant or non-participant in this grievance ~~procedure by reason of proper participation in such procedure.~~

~~K.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.

~~L.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 and legally 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 thirty (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 Association 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~~

~~0. 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.~~

~~0. 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.~~

~~0. 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.~~

~~0. 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.~~

~~0. Demand and Return~~

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

~~. 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.~~

~~. 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.~~

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

- ~~. Provisions in this clause are further conditioned upon all other requirements set by statute.~~

X.G. 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.

H. 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 as necessary regularly to resolve problems of mutual concern to the parties, but no more often than semi-annually unless the parties mutually agree in writing to meet more frequently. ~~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.~~

- a. The Association may have no more than four (4) representatives at a meeting. The Association must provide the University a list of any employee it wants to attend the meeting as one of its three (3) representatives at least fourteen (14) days before a meeting.
- b. A meeting may be requested by either party to this Agreement and the meeting shall be scheduled at a mutually convenient time and place.
- c. A written agenda specifying the issue(s) to be discussed at the meeting must be circulated among the parties at least fourteen (14) days before the meeting date. No issue shall be discussed at a meeting that does not appear on the written agenda. Therefore, if neither party provides a written agenda to the other party at least fourteen (14) days before a meeting, the meeting shall be cancelled and no other meeting shall take place during that half of the year unless the parties mutually agree in writing to again try to meet during that half of the year.
- d. It is understood that the 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.

~~V.I.~~ VI. 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 HI.

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 and B.

B. Salary Increases

1. All negotiations unit members on payroll as of March 19, 2019 shall receive a two percent (2%)~~one percent~~ across-the-board wage increase to base salary effective the first full pay period after retroactive to July 1, 2017~~2013, which shall be paid as soon as administratively feasible, but, in any event, no later than 30 days after notification of ratification.~~ For purposes of this across-the-board increase, employees employed after July 1, 2017~~2013~~, but prior to July 1, 2018~~2014~~, shall be entitled to a pro rata retroactive across-the-board increase.

1.2. All current negotiations unit members on payroll as of June 30~~July 1, 2018~~~~2014~~ shall receive a two percent (2%)~~1.75 percent~~ across-the-board wage increase to base salary effective the first full pay period after June 30~~July 1, 2018~~~~2014~~.

2.3. For purposes of the across-the-board increases outlined in Article VIII.B.1 and 2 above only, the Parties agree that current employees shall be entitled to the across-the-board increase without regard to whether or not they were employed on or before February 1 of the calendar year in which the across-the-board increase is effective.

4. The University shall use reasonable efforts to pay unit members all retroactive monies owed pursuant to sections B.1 and B.2 of this Article within sixty (60) days from the date this Agreement is ratified.

3.5. The salary increases in this section B shall be subject to the following terms and conditions:

- a. ~~Except as stated above, a~~ All current 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.
- 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.

~~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.~~

~~Merit increase funds shall be allocated on a School or Library-wide basis, that is, not on the basis of departments or other units.~~

~~8. 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 Faculty Unit Members</u>	<u>Librarian Unit Members</u>
FY2005	2.5%	2.5%
FY2006	2.0%	2.5%
FY2007	2.25%	2.5%
FY2008	2.0%	2.5%
FY2009	3.0%	3.0%

~~36.6. Effective the first full pay period after July 1, 2019, the minimum, mid and maximum of the academic base salary ranges set forth in Appendices A-1 through D-7 of the parties' 2015-2019 Collective Negotiations Agreement shall be increased by the 1%, 1.75%, 2% and 2% across-the-board increases provided for in the parties' predecessor 2011-2015 Collective Negotiations Agreement and in this 2015-2019 Collective Negotiations Agreement for all bargaining unit titles shall be increased as follows as listed in Appendix A and Appendix B:~~

<u>Effective Date</u>	<u>Medical Faculty Unit Members</u>		<u>Librarian Unit Members</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
12/28/08	1.5%	1.5%	1.5%	1.5%

~~37.7. Completed evaluations shall be provided to unit members by the first working day in October of each year. The Chair/Supervisor and unit member shall meet to discuss the evaluation by October 15 of each year.~~

~~38-8.~~ There shall be an appeal procedure for overall less-than-satisfactory performance evaluations of negotiationsbargaining unit members, as follows:

- a. A unit member who receives an overall rating of ~~less-less-than-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 ~~OctoberSeptember~~ 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 (or his/her designee), 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 (or his/her designee) 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 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.~~

~~g.e.~~ _____ The Appeals Panel, the Association, and the University shall hold in strict confidence all materials supplied to the Panel and the Panel's decisions.

~~39.9.~~ 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 ~~electronically 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.

If, after negotiation, the faculty unit member and the Chairperson of the Department 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 Health Sciences 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 or librarians, 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 or librarians. 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 Health Sciences 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 Health Sciences upon recommendation by the pertinent Dean or the University Librarian. The decisions of the Senior Vice President Health Sciences 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 Health Sciences shall notify the Association of all out-of-cycle increments by providing the Association a copy of the pertinent documents.

E. Promotions for Medical 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 Health Sciences 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 Health Sciences 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 Health Sciences 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.

I. 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 Health Sciences how each of the criteria set forth above were applied to the individual case. The determination of the Senior Vice President Health Sciences will be final. The Office of the Senior Vice President Health Sciences will inform the Association 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.

~~**J. Faculty-Management Compensation Study Committee**~~

~~The parties establish a faculty-management compensation study committee, which shall consist of up to 10 members. The Association and University each can appoint a maximum of five members to the committee.~~

~~The committee shall convene no later than July 15, 2014, and shall report its recommendations to the Association and University no later than November 15, 2014 unless the parties mutually agree upon an extension of time.~~

~~Process questions related to the functioning of the committee will be resolved by the Association and University "point people," which for the Association will be a staff person.~~

~~The committee discussions and its recommendations are not binding on the Association or University and shall not become part of the parties' collective negotiations history unless a recommendation is agreed to in its entirety by the parties negotiating the successor agreement and becomes part of the successor agreement.~~

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:
Vacation days \geq 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. 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 , Drug & Dental Benefits

Bargaining unit members are eligible for benefits pursuant to the State Health Benefits Program, including, but not limited to, Health, Drug and Dental benefits, in conformance with the requirements of P.L. 2011, c. 78. After the full implementation of the July 1, 2014 contribution level(s), that contribution level shall become part of the parties' collective negotiations, and shall then be subject to collective negotiations in a manner similar to other negotiated items between the parties.

D. 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

E. 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.

F. Worker's 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.

G. 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.

H. 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.

I. 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 member shall be entitled to reimbursement for professional development that has been approved by his or her supervisor, not to exceed \$200 per year.

J. 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

<u>Length of Service</u>	<u>Accrual Rate Per Month</u>
0-10 yrs.	1 ¼ days
11-20 yrs.	1 ⅔ 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 (½) 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 (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 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.

ARTICLE X

LIBRARIAN UNIT MEMBERS

A. Work Load for Librarian Unit Members

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.

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.

A layoff shall be effected in the following manner:

- a. Filling a vacancy at ~~any the RowanSOM libraryof the University Libraries.~~
- b. Bumping into a position at ~~the RowanSOM libraryany of the University Libraries.~~

A list of vacant positions will be available for review in the Campus Human Resources offices.

Within their respective departments/work units, librarian unit members shall not be laid off before temporary or probationary 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 ~~the RowanSOM libraryany 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 termination of 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 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 and any revisions thereto (#30-01-50-40:00) dated January 1, 2004 effective upon the ratification and approval of the Memorandum of Agreement.

ARTICLE XI

TRAVEL

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

1. The bargaining unit member will have complied with the travel regulations of the University.
2. It shall be the responsibility of the bargaining unit member to provide adequate substitutes for all regularly scheduled University activities in his 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 and any revisions thereto. ~~Number 00-01-50-10:00.~~

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

ARTICLE XII

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.

ARTICLE XIII

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.

ARTICLE XIV

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.~~

ARTICLE XV

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.

ARTICLE XVI

DURATION OF THE AGREEMENT

This Agreement shall remain in full force and effect from the effective date through June 30, 201~~95~~⁹. 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, 2014~~^{May 30, 2019}, or September 30 of any subsequent year for which this Agreement was automatically renewed.

Official notice to the University will be made by addressing the Director, State of New Jersey, Office of Employee Relations, ~~125-240~~ West State Street, Trenton, New Jersey 08608. Official notice to the Association will be made by addressing the President of the Association.

ARTICLE XVII

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.
- D. The University agrees to recognize five (5) ~~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 XVIII

AVAILABILITY OF CONTRACTS

Within ~~sixty (60)~~30 days after the execution of this Agreement, the parties agree to jointly work together to provide electronic copies of the Agreement to members of the unit and post a printable copy of the Agreement on the University website. ~~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.~~

ARTICLE XIX

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 XX

PATENT POLICY

~~Employees shall be subject to the University Patent Policy and any revisions thereto. 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 XXI

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.

ARTICLE XXII

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 Association. At a meeting with the Association, the nature of the problem will be presented and potential solutions will be discussed.

ARTICLE XXIII

SAFETY

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 Association 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 Association 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 Association and shall inform the Association as to the response.
4. Bargaining unit members shall participate on relevant University safety committees.

ARTICLE XXIV

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 thirty percent (30%)~~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 thirty percent (30%)~~25%~~ of such Clinical Educators on one-year contracts.
- C. Notwithstanding anything to the contrary in this Article XXIV, 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 XXV

TERMINATION FOR CAUSE

Except as provided for in Article XXIV, Section C, medical 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 Health Sciences, 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.

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 XXVI

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).

In the event that any faculty member on a term appointment voluntarily wishes to separate his/her employment, s/he shall provide the University not less than 90 days written notice of his/her intent to do so, unless there is a hardship (in which case a meeting shall be held among the faculty member, the Association and University Administration within seven calendar days of said request to address the hardship).

DATED:

FOR THE STATE OF NEW JERSEY

Yvonne Catley
Office of Employee Relations

FOR ROWAN UNIVERSITY

Ali A. Houshmand, PhD
President

Thomas A. Cavalieri, DO, FACOI, FACP
Dean

~~Theresa Dye~~~~Robert Zazzali~~
~~Vice President of Human Resources, Chief~~
~~Human Resources Officer/President's Chief~~
~~of Staff~~

Kenneth Kuerzi
Assistant Vice President Labor Relations

Philip Mesisca
Chief Operating Officer, School of
Osteopathic Medicine

DATED:

FOR THE COUNCIL OF CHAPTERS OF
THE AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

Joseph Holtzman, PhD
Chief Negotiator

Ilyssa DeCasperis
Executive Director

APPENDIX A

MEDICAL FACULTY UNIT MEMBERS SALARY SCHEDULES

EFFECTIVE ~~12/28/2008~~ FIRST FULL PAY PERIOD AFTER 7/1/2019

<u>RANGE/TITLE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>
Instructor			
F01 Basic Science	<u>70,999.116</u> 6,405	<u>92,370.808</u> 6,393	<u>113,740.76</u> 406,380
F03 Clinical Medical	<u>90,432.358</u> 4,580	<u>109,068.39</u> 402,010	<u>127,704.42</u> 419,440
Assistant Professor			
F13 Basic Science	<u>86,740.438</u> 1,127	<u>112,672.64</u> 405,384	<u>138,604.84</u> 429,635
F15 Clinical Medical	<u>110,436.95</u> 403,290	<u>133,289.89</u> 424,664	<u>156,142.82</u> 446,038
Associate Professor			
F25 Basic Science	<u>102,889.52</u> 96,234	<u>133,729.32</u> 425,075	<u>164,569.13</u> 453,919
F27 Clinical Medical	<u>131,079.87</u> 422,597	<u>158,207.43</u> 447,969	<u>185,335.00</u> 473,344
Professor			
F37 Basic Science	<u>119,916.42</u> 442,156	<u>155,862.69</u> 445,776	<u>191,807.89</u> 479,395
F39 Clinical Medical	<u>152,763.10</u> 442,877	<u>184,335.30</u> 472,406	<u>215,907.50</u> 201,935

APPENDIX B

LIBRARIAN UNIT MEMBERS SALARY SCHEDULES

EFFECTIVE FIRST FULL PAY PERIOD AFTER 7/1/2019 ~~12/28/2008~~

<u>RANGE/TITLE</u>	<u>MIN</u>	<u>MID</u>	<u>MAX</u>
23S Librarian III	<u>62,509.30</u> 58,464	<u>78,133.42</u> 73,077	<u>93,757.54</u> 87,690
26S Librarian II	<u>72,365.13</u> 67,682	<u>90,453.73</u> 84,600	<u>108,541.27</u> 101,517
28S Librarian I	<u>79,786.39</u> 74,623	<u>99,728.99</u> 93,275	<u>119,671.57</u> 114,927

APPENDIX C

ACADEMIC TITLES, ACADEMIC APPOINTMENTS AND TENURE

1. Academic Titles

- a. Full Academic Rank. All unit members on the medical 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 XXIV 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 D

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

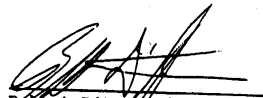
December 9, 1994


**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 Edinger, Ph.D.



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 07107-3600

December 9, 1994

SIDE LETTER OF AGREEMENT
EARLY RETIREMENT PROGRAM

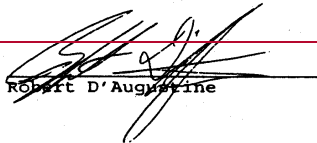
1. Faculty members must initiate the request to participate and must seek approval by the department chairperson, subject to review and approval by the Dean, the Senior Vice President for Academic Affairs and the Board of Trustees. Only faculty who are aged 55-67 and who have a minimum of 10 years of 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.



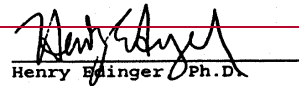
The University is an affirmative action/equal opportunity employer

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 Bainger Ph.D.

SIDE LETTER OF AGREEMENT

CODE OF ETHICS

The rules and regulations promulgated by the New Jersey State ethics commission, which is subject to change at the discretion of the University, shall govern all outside employment.

Our negotiated agreements on this policy are incorporated in the rules and regulations promulgated by the New Jersey State ethics commission, policy revised September 15, 1997, entitled "Code of Ethics: General Conduct."

DATED:

FOR ROWAN UNIVERSITY

Theresa Drye
Vice President of Human Resources, Chief

DATED:

FOR THE COUNCIL OF CHAPTERS OF
THE AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

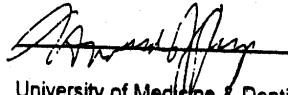
[insert name]
[insert title]

Human Resources Officer

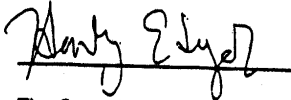
SIDE LETTER OF AGREEMENT

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

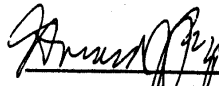


The Council of Chapters of the American
Association of University Professors

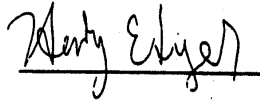
SIDE LETTER OF AGREEMENT

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



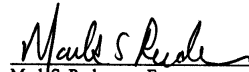
The Council of Chapters of the American
Association of University Professors

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

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. Boccabella, Ph.D.
Chief Negotiator


1/2/2002
Date

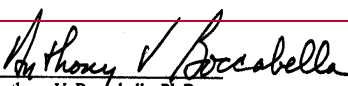
SIDE LETTER OF AGREEMENT
COPYRIGHT POLICY

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. Bocabella, 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.

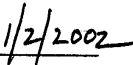
FOR THE UNIVERSITY:

FOR THE ASSOCIATION:


Mark S. Ruderman, Esq.
Chief Negotiator


Date


Anthony V. Boccabella, Ph.D.
Chief Negotiator


Date



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
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 Blinger, Ph.D.



The University is an affirmative action/equal opportunity employer