

**COLLECTIVE BARGAINING
AGREEMENT**

between the

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

And the

**UMDNJ - Academic Supervisors
Association/NJEA**

(July 1, 2010 - June 30, 2014)

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PREAMBLE

This Agreement is effective July 1, 2010 by and between the University of Medicine and Dentistry of New Jersey (hereinafter called the University) and the Health Related Professions Academic Supervisors Association/NJEA at the UMDNJ (herein after called the Association). The parties recognize that it is the responsibility of the University to provide a quality educational program, to encourage the development of new knowledge through research, and to provide service to the larger community and that this Agreement is intended to contribute to the fulfillment of those responsibilities. The parties recognize and declare that it is their mutual goal to maintain a harmonious relationship in determining terms and conditions of employment. To this end they mutually enter into this Agreement intended to state the employment relationship between the University and the Association under applicable State and Federal law.

ARTICLE I

RECOGNITION

The University recognizes the Association as the exclusive negotiating agent for all full-time teaching and/or research Program Directors and all part-time teaching and/or research Program Directors who are employed at 50% or more of full-time at the UMDNJ-School of Health Related Professions, but specifically excluding all Program Directors who are employed by the University at less than 50% of full-time, all Program Directors who in addition to their professorial titles hold any title which carries managerial, or administrative, responsibility (among titles so excluded are President, Vice President, Dean, Associate Dean, Assistant Dean, Assistant to the Dean, Director, Department Chairperson,), and all other employees not holding academic rank and title, for the purpose of negotiations regarding the terms and conditions of employment and in the settlement of grievances.

ARTICLE II

DEFINITIONS

- A. The term "Negotiating Unit" used in this Agreement shall mean the negotiating unit as described in Article I.
- B. The term "Association" as used in this Agreement shall mean the Health Related Professions Faculty Association, the recognized majority representative for the negotiating unit.
- C. The term "University" as used in this Agreement shall mean the University of Medicine and Dentistry of New Jersey representing the School of Health Related Professions (SHRP).
- D. The term "parties" when used in this Agreement shall mean the University and the Association in its capacity as exclusive majority representative of the employees in the negotiating unit.
- E. Program Directors...refers to all Program Directors as described in Article I, Recognition.
- F. Grievant...a member of the Association who has filed a grievance under Article V.
- G. Department...a subdivision of a school maintained for the purpose of conducting a curriculum or curricula in a specified field or fields of learning.
- H. Program...a departmental subgroup with a discrete professional identification.

ARTICLE III

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations in accordance with State law in a good faith effort to reach agreement on future contracts as to terms and conditions of employment for faculty of the University.

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

C. The parties mutually pledge that their chief representatives shall be clothed with the necessary power and authority to make proposals and counter proposals in the course of negotiations. If agreement cannot be reached between the Association and the University, either party has the right to declare an impasse and request assistance procedures through mechanisms provided by applicable State law.

D. This Agreement is subject in all respects to the laws of the United States and the State of New Jersey. In the event that any provisions of this Agreement shall at any time be held to be contrary to law, such provision shall be void and inoperative. All other provisions of this Agreement shall continue in effect. It is understood and agreed that the University is the responsible public employer pursuant to Sec. 7(s) of Chapter 325, PL. 1981. Accordingly, the University will comply with all terms and conditions set forth in this Agreement.

E. This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter except that proposed new rules or modifications of existing rules involving terms and conditions of employment, whether in Bylaws or elsewhere, shall be presented to the Association and negotiated upon the request of the Association as may be required pursuant to the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13A-1 et seq., as amended.

F. The University agrees to recognize five Program Directors designated by the Association as representatives for collective negotiations. The Association shall provide the University with written notice of the names of such Program Directors. 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.

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

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

ARTICLE IV

PERSONNEL FILES

A. The permanent personnel file is kept in the Office of the Dean of the Program Directors educational unit. Within five (5) working days of the request and with reasonable notice, Program Directors shall have the opportunity at the campus where employed to review and examine pertinent documents including those related to performance evaluation and conduct in their individual, permanent personnel files. The University shall honor the request of the Program Directors 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 Program Directors. The Program Directors may file a written response of reasonable length to any memorandum or document which is derogatory or adverse provided such response is made within twenty-one (21) calendar days of the receipt of the memorandum or document. Such response will be included in the permanent personnel file and will be attached to and retained with the document in question. If any material derogatory or adverse to the Program Directors is placed in the permanent personnel file in question, a copy of such material shall be sent to the Program Directors.

B. No document of anonymous origin shall be placed in the permanent personnel file or used against any Program Directors 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 Program Directors inspection.

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

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

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

G. Documents which have been placed in the permanent personnel file may be used in any personnel action. Other documents may be used as

appropriate as long as they have been previously seen by the Program Directors.

ARTICLE V

GRIEVANCE PROCEDURE

A. Definition of Grievance:

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

B. Purpose:

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

C. General Provisions:

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

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

D. Preliminary Informal Procedure:

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

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

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

E. Time Sequence for File and Decision

1. A grievance must be filed on a form agreed upon by the Association and the University at Step One within twenty one (21) calendar days from the date on which the act which is the subject of the grievance occurred or twenty one (21) calendar days from the date on which the grievant should reasonably have known of its occurrence, whichever is later.
2. Reference to days in this procedure refers to calendars days, except as otherwise specified by written agreement.
3. Should a grievance not be satisfactorily resolved or should no decision be forthcoming in the prescribed time at Step One the grievance may, within three (3) working days, be submitted in writing to the next step. A lack of response by the University within the prescribed time, unless time limits have been extended by mutual agreement, shall be construed as a negative response.
4. Where the subject of the grievance suggests it is appropriate and where the parties mutually agree, a grievance may be initiated at or moved to Step Two without a hearing at a lower step.

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

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

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

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

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

F. Grievance Steps:

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

Step One

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

Step Two

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

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

Step Three

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

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

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

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

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

bar of the issue prior to any hearing on the merits of the grievance, unless the parties mutually agree in writing otherwise.

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

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

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

ARTICLE VI

MANAGEMENT RIGHTS

A. Except as limited by the specific and express terms of this Agreement, the University hereby retains and reserves unto itself the prerogatives of management and in conjunction with the State reserves all rights, powers, authority, duties and responsibilities conferred upon or vested in it by law and the Constitution of the State of New Jersey with due recognition to applicable State and Federal laws and pursuant to Article III, Number 4.

B. All such rights, powers, authority and prerogatives of management are retained subject to limitations as may be imposed by the New Jersey Public Employer-Employee Relations Act, as amended, governing the conduct and activities of Program Directors and which are not inconsistent with the express provisions of this Agreement.

C. On an annual basis, each Program Directors shall be assessed and evaluated as to professional competence in the performance of his or her academic duties over the year in question. The written evaluation and supporting documentation shall be submitted by the department chairperson to the appropriate Dean and the faculty member prior to his or her evaluation date and shall be incorporated in the permanent personnel file.

ARTICLE VII

ASSOCIATION RIGHTS

A. Association Rights

1. The University agrees to provide to the Association space to conduct official meetings providing said space request does not interfere with normal University operations. The University may charge the Association for such use at a rate not to exceed that charged to the academic departments for the same use.
2. Recognizing that Association officers are exercising a legitimate professional concern and contributing to the academic community, the University agrees to notify all Deans and department Chairpersons of the names of such Program Directors and request that their responsibilities be considered when Program Directors duties are being assigned. Copies of these memoranda or letters informing the Dean and Chairpersons shall be sent to the Program Directors and the President of the Association. Except as provided in this Agreement, however, no Program Directors may engage in Association activities during the course of his or her officially assigned academic obligations.
3. Association representatives shall be permitted to transact official business on University property at reasonable times provided that this shall not interfere with or interrupt normal University operations, and provided further that timely request for such utilization is made in advance.
4. The Association shall have the right, in accordance with University procedure, to make reasonable use of University duplicating, computing, office and audiovisual equipment.
5. The Association shall be notified in writing of all new Program Directors appointments within thirty (30) days after their approval by the Board of Trustees of the University.

B. Dues Deduction

1. The University agrees to deduct from each Program Director paycheck the professional dues of the Association, provided said Program Director furnishes a voluntary written authorization for such deduction on a form acceptable to the University. Any change in the amount of the Association's professional dues shall be certified to the University by the Association at least thirty (30) days prior to the pay cycle in which the new amount is to apply. There shall be no

requirement for an additional authorization for the deduction of the new amount. Deduction of Association professional dues made pursuant hereto shall be remitted to the appropriate chapter at the end of the calendar month in which such deductions are made, together with a list of Program Directors from whose pay deductions have been made. Dues deduction for any Program Directors in the negotiating unit shall be limited to the Association.

2. Program Directors shall be eligible to withdraw dues deduction authorization for the Association only as of July 1 of each year provided the notice of withdrawal is filed timely.

C. Representation Fee

1. Effective July 1, 2005, and continuing through the last pay period prior to the expiration of this Agreement, all Program Directors who are not members of the Association will be required to pay a representation fee in lieu of dues for services rendered by the majority representative. Nothing herein shall be deemed to require any Program Director to become a member of the Association.

2. It is understood that the implementation of the agency fee program is predicated on the demonstration by the Union that more than 50% of the eligible employees in the negotiating unit are dues paying members of the Union. If at the signing of this Contract the above percentage has not been achieved, the agency fee plan will be continued through July 2006, after which it shall be discontinued unless the minimum has been achieved prior to that date. Thereafter, if the minimum percentage is exceeded on any quarterly date, i.e., January 1, April 1, July 1 or October 1, the agency fee plan shall be reinstated, with proper notice to affected employees.

In each year of the Contract on January 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

3. The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Association to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

4. New Program Directors who are not Association members shall be required to pay the established representation fee in accordance with the current PERC regulations.

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

6. The Association agrees that it will indemnify and hold the State and/or the University harmless utilizing its own legal services from any claims, actions or proceedings brought by any Program Directors 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 Program Directors who was identified by the University as excluded or in good faith was inadvertently omitted from deduction of the representation fee.

7. Demand and Return

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

a. The Association shall return any part of the representation fee paid by the Program Directors which represents the Program Directors additional pro rata share of expenditures by the Association that is in aid of activities or causes of a partisan political or ideological nature, only incidentally related to the terms and conditions of employment, or applied towards the cost of any other benefit available only to members of the Association.

b. The Program Director shall be entitled to a review of the amount of the representation fee by requesting the Association to substantiate the amount charged. This review shall be accorded in conformance with the internal steps and procedures established by the Association.

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

d. A Program Directors dissatisfied with the Association's decision may appeal to the three (3) member board established by the Governor.

e. The Association shall submit a copy of its demand and return system to the University. The deduction of the representation fee shall be available only if the Association establishes and maintains a demand and return system which complies with the provisions set forth in the applicable Federal and State court decisions.

D. Rights

Except as limited by the specific and express terms of this Agreement, the Association retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon or vested in it by law and the Constitution of the State of New Jersey and applicable State and Federal laws.

E. Communication

The parties recognize the valuable assistance to be gained from effective communication between the Association and the University. Accordingly, it is agreed that the University and the Association will meet regularly to resolve problems of mutual concern to the parties. Such meetings and the agenda, therefore, may be set by either party to this Agreement and shall be scheduled at a mutually convenient time and place. It is understood that such meetings are not intended to bypass the grievance procedure or to be considered negotiating meetings but are intended as a means for fostering harmonious relations.

F. Posting

The Association shall be permitted to post notices of its activities and matters of the Association concern on one bulletin board in each department. As a matter of courtesy, the Association shall provide the Director of Labor Relations 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 E.

G. Preparation for Negotiations

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

H. Office Space

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

I. Notice of Employment

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

J. Association Meeting

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

ARTICLE VIII

POLICY STATEMENT

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

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

B. The Association recognizes its responsibilities as negotiating agent and agrees to represent all Program Directors in the negotiating unit.

C. Individual contracts entered into between the University and individual Program Directors shall not conflict with the terms of this Agreement.

D. The University agrees to involve the Program Directors in the effectuation of University policies determining terms and conditions of employment as set forth in Article III, paragraph F.

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

F. Neither the Association nor any Program Directors represented by it will engage in or support any strike, work stoppage, or other job action.

G. The University shall not institute or support any lockout of Program Directors.

H. Where there is a disagreement between a Program Directors and the chairperson as to any evaluation of his/her performance of academic duties, the Program Directors may invite another Program Directors to be present as an advisor in the discussion of such disagreement with the chairperson.

I. When a Program Directors participates in teaching or patient care responsibilities at an academic center other than his or her own, reasonable notice shall be given, cost of transportation if required shall be approved, and the schedule of work assignments to such Program Directors shall be reflective of and consistent with obligations involved.

ARTICLE IX

FRINGE BENEFITS

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

The identified benefits are:

A. Vacation

1. Full-time (12-month) Program Directors are entitled to vacation of 22 working days. Requests to use vacation time are subject to the approval of the appropriate Department Head and/or Chair.
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 Program Directors are regularly employed at half-time or more, but less than full-time, or where service is for less than a full year, the following conversion formula determines accrued vacation days: vacation days = percent of appointment times percent of year employed times annual rate.
4. If a Program Director leaves prior to the end of his/her term of appointment, vacation accrual will be subject to a cap of 22 documented unused vacation days carried over from the prior academic year in addition to the prorated unused days for the academic year in which he or she leaves.

B. Holidays for Program Directors

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

C. Health Benefits Program

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

D. Prescription Drug Program

The University shall continue to participate in the state administered Prescription Drug Program during the period of this Agreement. The Program is funded and administered by the State, and subject to legislative appropriation and regulation.

E. Dental Care Program

1. The University shall continue to participate in the state's Dental Care Program. The Program is administered by the State and provides benefits to eligible faculty members and their eligible dependents.

2. Participation in the Program is voluntary and subject to the statutes and regulations determined by the legislature and/or the State Health Benefits Commission.

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

F. Alternate Benefit Plan

All eligible Program Directors shall be enrolled in the Alternate Benefit Plan. The Alternate Benefit Plan is administered by the New Jersey Division of Pensions, is subject to appropriate legislation, and has three (3) elements:

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

G. Deferred Compensation Plan

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

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

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

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

H. Workers Compensation

1. Any member in this bargaining unit who becomes disabled because of a job related injury shall, if approved by Risk and Claims Management be granted a leave of absence. Payment during such leave will be made in accordance with the New Jersey Worker's Compensation Act, except that in cases where the physical injury arises in and out of the course of the performance of assigned job duties and functions, payment will be seventy (70%) per cent of salary.

2. If not approved by Risk and Claims Management, application may be made to use FMLA and/or sick leave under University Policy.

3. Comprehensive information on all fringe benefits programs is available on-line at the UMDNJ web site, the State Health Benefits Program web site, and in each campus Human Resources Benefits Services Office.

ARTICLE X

TUITION REIMBURSEMENT PROGRAM

A. Program Directors enrolled in terminal degree programs which are related to their areas of instruction or are approved, as such by their chairpersons and the dean, may receive tuition reimbursement at a rate not higher than the current SHRP graduate tuition rate.

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

C. Tuition reimbursement under A above shall not exceed nine (9) credits per semester at the doctorate level or nine (9) credits per semester at the master's degree level.

If a Program Directors is enrolled in a program requiring more than nine credits per semester, he/she may apply to the Dean of the School of Health Related Professions for special consideration.

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

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

F. In order for a Program Director to receive a commitment for reimbursement, he or she must submit a written request to the chairperson of the department, prior to the start of any course or program, who shall recommend approval by the Dean on the basis of the following guidelines:

(1) the Program Director's chair or Department Head supports the request;

(2) the course or courses are deemed relevant to the Program Director's work within the University; the Dean shall respond to the request within twenty (20) working days of the request, subject to the availability of funds.

G. In order to secure reimbursement the Program Director must satisfactorily complete the course of study and submit written proof of payment of tuition and satisfactory completion to the Dean. To continue to be eligible for tuition reimbursement, the Program Director, under A above, must maintain the grade point average required for successful completion of his or her program of study.

H. Any tuition paid on behalf of a bargaining unit member will be reimbursed to the University (SHRP) if the bargaining unit member leaves the employ of the University within one year of payment. The University can recover this tuition by a deduction from any vacation pay owed to the individual. This provision does not apply to individuals with ten (10) or more years of service as of the date of receipt of the reimbursement.

ARTICLE XI

PROGRAM DIRECTOR TRAVEL

A. Travel By Auto

Use of University-owned vehicles for Program Directors travel will be governed by University Policy 00-01-55-60:00 (University Transportation – Motor Vehicle Fleet)..

B. Reimbursement

Reimbursement for expenses incurred while traveling on official University business, including approved scholarly and professional activities, will be in accordance with University Policy 00-01-50-10:00 (Travel Related Expense Reimbursements).

ARTICLE XII

COMPENSATION

1. Effective July 1, 2010, there will be no increase to the pay scale.

Effective July 1, 2011, there will be no increase to the pay scale.

Effective July 1, 2012, the pay scale will be adjusted so that the minima and maxima will be increased by 2%.

Effective July 1, 2013, the pay scale will be adjusted so that the minima and maxima will be increased by 2%.

Effective January 1, 2014, the pay scale will be adjusted so that the minima and maxima will be increased by 1%.

2. Effective the pay period closest to July 1, 2010 there will be 0% increase to annual salaries of all members of the bargaining unit.

Effective the pay period closest to July 1, 2011 there will be 0% increase to annual salaries of all members of the bargaining unit.

Effective the pay period closest to July 1, 2012, all members of the bargaining unit, who were hired on or before June 1, 2012, will receive a 2% across-the-board increase to annual salary.

Effective the pay period closest to July 1, 2013, all members of the bargaining unit, who were hired on or before June 1, 2013, will receive a 2% across-the-board increase to annual salary.

Effective the pay period closest to January 1, 2014, all members of the bargaining unit, who were hired on or before June 1, 2013, will receive a 1% across-the-board increase to annual salary.

All salary increases shall be calculated based upon the Program Director's salary as of the day prior to the effective date of each salary increase.

3. Teaching Overload Pay

FY 11 (7/1/10 – 6/30/11)	\$950 per credit
FY 12 (7/1/11 – 6/30/12)	\$950 per credit
FY 13 (7/1/12 – 6/30/13)	\$1,000 per credit
FY 14 (7/1/13 – 6/30/14)	\$1,200 per credit

4. Promotions

When an individual Program Director is promoted from one rank to another, the individual's academic base salary shall be adjusted to the minimum salary of the promotional rank or 8% above the individual's current salary, which ever is greater.

5. Extramural Support Incentive Award

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

If a PI receives salary support from an extramural award, the PI can obtain up to 25% of his/her salary as augmentation, as long as it does not exceed the salary savings, if the funding is not needed to hire additional faculty/staff for his/her award(s) and is allowable under the terms and conditions of the awarding agency.

6. Salary Adjustments

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

7. Unit Member Salaries

On February 1st of each year, the University shall provide to the Association a list of all unit members and their academic base salaries on hard copy or disk. Quarterly, the University shall provide the Association documents memorializing all actions by the University Board of Trustees reflecting academic-base salaries of new unit members and all changes to the academic base salaries of unit members. The University represents that such documents shall reflect all adjustments to the academic base salaries of unit members.

8. Out-of-Cycle Increments

- a. These awards are for the purpose of granting salary increments to those unit members whose compensation should be increased to reflect documented market demand and/or extraordinary accomplishments.
- b. Out-of-cycle increments shall be in any amount but shall not increase salary beyond the maximum of the salary range.
- c. Out-of-cycle increases shall be promulgated by the University with approval from the Union.
- d. The Dean shall submit each nomination to the Senior Vice President for Academic Affairs with a curriculum vitae and letter of recommendation.
- e. Out-of-cycle increments shall be determined by the Senior Vice President for Academic Affairs upon recommendation by the Dean. The decisions of the Senior Vice President for Academic Affairs as to

awarding or not awarding an out-of-cycle increase and the amount of such increase shall be final and non-grievable.

ARTICLE XIII

TEACHING RESPONSIBILITIES FOR ACADEMIC SUPERVISORS

A Program Director's effort towards their program's various key mission areas, including administration, clinical education coordination, student advisement, direct teaching in academic courses (lab or lecture), clinical activity and/or research, will be determined in collaboration with the Department Chairperson.

To guide the determination of a program directors efforts towards their program(s)'s key mission areas, the cumulative number of students in all programs that a program director oversees will be used to assign the program director an administrative load of small, medium or large as per the metric below:

Small Administrative Load: Program Directors overseeing up to 50 students

Medium Administrative Load: Program Directors overseeing between 51 and 100 students

Large Administrative Load: Program Directors overseeing more than 100 students

As a general guideline, those with a small administrative load will be expected to teach up to 18 credits in a 12 month academic year; those with a medium administrative load will be expected to teach up to 12 credits in a 12 month academic year; and those with a large administrative load will be expected to teach up to 6 credits in a 12 month academic year. Teaching credits are intended to be used as a guide by the Chairperson and Program Director in determining the Program Director's activities.

In the event that an agreement cannot be reached between the Program Director and his/her Chairperson regarding workload, the matter may be presented to a Reconciliation Committee. This committee shall be comprised of two Program Directors appointed by the ASA officers, two representatives of management designated by the Dean's Office, and a 5th person to be agreed to by both parties. The committee membership will exclude anyone from the department seeking a determination by the committee. This committee will review with both parties the source of the disagreement, and attempt to facilitate conflict resolution. If the conflict cannot be resolved via the facilitation of the committee, the committee will make a resolution recommendation to the Dean, who will make the final determination as to the course of action.

ARTICLE XIV

SICK LEAVE

The University policy concerning sick leave which is based on the "close rank" concept shall be in place. Vacation time will not be required to be utilized as sick time. In cases of illness extending beyond two (2) months, at the Dean's discretion, the University may employ replacements to cover the workload of the disabled Program Directors. Disability due to pregnancy and/or childbirth shall be treated in accordance with applicable statutes.

ARTICLE XV

REIMBURSEMENT FOR CONTINUING EDUCATION EXPENSES

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

ARTICLE XVI

PARKING

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

ARTICLE XVII

PROGRAM DIRECTORS CONTRACTS

A. Program Directors will normally be appointed on either an academic year or a calendar year basis. Academic year appointments are for 10 months, normally between August 15 and June 15. Academic year appointments provide for salary payments to be spread out over 12 months. Calendar year appointments are for 12 months.

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

ARTICLE XVIII

TERMINATION FOR CAUSE

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

A. Grounds

The following may constitute grounds for removal or suspension:

1. Failure to perform the duties of the position effectively;
2. Misconduct;
3. Conduct unbecoming a member of the faculty of the University
4. Physical or mental incapacity to perform the duties of the position;
5. Serious violation of School or University policies and procedures or other codification's governing faculty conduct.

A. Initiation

The Dean, or the Dean's designee, shall initiate a proceeding by providing notice to the unit member setting forth all the charges pending against the unit member. The Senior Vice President for Academic Affairs, or the Senior Vice President's designee, shall meet with the unit member to ascertain the validity of the charges and shall provide the unit member the opportunity to respond to the charges. The unit member shall be entitled to representation by the Association at such meeting. If the discipline is initiated by the Senior Vice President, the President shall conduct the meeting to ascertain the validity of the charges. Within ten days of the meeting, the Senior Vice President, any designee or the President shall notify the unit member, with a copy to the Association, both to be sent by express and certified mail, of the disposition of the charges and the intended discipline.

B. Appeal

Within thirty (30) days of receipt of the notice of intended discipline, the unit member or Association may seek binding arbitration in accordance with PERC's rules by giving notice to that effect to the Senior Vice President and to PERC, with a copy to the Vice President for Human Resources. The arbitrator will be from a panel agreed upon by the parties or designated through PERC's procedures. Notice of an intention to seek arbitration shall ordinarily stay the intended discipline. If such notice is not filed within thirty (30) calendar days of receipt of the notice of intended discipline shall be final and binding.

C. Hearing

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

In no event shall the arbitrator's decision have the effect of adding to, subtracting from, modifying or amending the Agreement, the University's Bylaws, or any other University policies or procedures.

Any costs resulting from the arbitration shall be shared equally by the parties to the arbitration.

ARTICLE XIX

DURATION OF THE AGREEMENT

A. This Agreement shall remain in full force and effect from the date of execution thereof through June 30, 2014. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing by registered mail no later than September 30, 2013, or September 30 of any subsequent year to which this Agreement was automatically renewed.

B. Official notice to the University will be made by addressing the President of the University. Official notice to the Association will be made by addressing the President of the Association.

APPENDIX A

FOR THE UNIVERSITY OF MEDICINE AND DENTISTRY OF NEW JERSEY

Denise V. Rodgers, M.D.
President

Julie O'Sullivan Maillet.
Dean - SHRP

Gerard Garcia
Acting VP Human Resources

Abdel Kanan, Esq.
Director of Labor Relations

FOR THE HEALTH RELATED PROFESSION ACADEMIC SUPERVISOR ASSOCIATION

Melissa Roberts
Chief Negotiator - ASA Assoc.

Ruth Fixelle, Edm, PAC

Albert Heuer

**SHRP PROGRAM DIRECTORS
FJ SALARY TABLE
Effective 7/1/10 - 6/30/12**

Table	Grade	Title	Minimum	Midpoint	Maximum
		Instructor			
FJ	F84	10 Month	\$46,018	\$63,402	\$80,786
FJ	F85	12 Month	\$55,216	\$76,506	\$97,795
		Assistant Professor			
FJ	F86	10 Month	\$56,186	\$77,700	\$99,212
FJ	F87	12 Month	\$68,060	\$93,556	\$119,055
		Associate Professor			
FJ	F88	10 Month	\$70,194	\$94,625	\$119,055
FJ	F89	12 Month	\$80,087	\$110,910	\$141,734
		Professor			
FJ	F90	10 Month	\$77,497	\$107,489	\$137,480
FJ	F91	12 Month	\$94,212	\$130,019	\$165,827

**SHRP PROGRAM DIRECTORS
FJ SALARY TABLE
Effective 7/1/12**

Table	Grade	Title	Minimum	Midpoint	Maximum
		Instructor			
FJ	F84	10 Month	\$46,938	\$64,670	\$82,402
FJ	F85	12 Month	\$56,320	\$78,036	\$99,751
		Assistant Professor			
FJ	F86	10 Month	\$56,186	\$77,700	\$99,212
FJ	F87	12 Month	\$69,421	\$95,429	\$121,436
		Associate Professor			
FJ	F88	10 Month	\$71,598	\$96,517	\$121,436
FJ	F89	12 Month	\$81,689	\$113,129	\$144,569
		Professor			
FJ	F90	10 Month	\$79,047	\$109,639	\$140,230
FJ	F91	12 Month	\$96,096	\$132,620	\$169,144

**SHRP PROGRAM DIRECTORS
FJ SALARY TABLE
Effective 7/1/13**

Table	Grade	Title	Minimum	Midpoint	Maximum
		Instructor			
FJ	F84	10 Month	\$47,877	\$65,965	\$84,050
FJ	F85	12 Month	\$57,446	\$79,596	\$101,746
		Assistant Professor			
FJ	F86	10 Month	\$58,456	\$80,828	\$103,220
FJ	F87	12 Month	\$70,809	\$97,337	\$123,865
		Associate Professor			
FJ	F88	10 Month	\$73,030	\$98,448	\$123,865
FJ	F89	12 Month	\$83,323	\$115,392	\$147,460
		Professor			
FJ	F90	10 Month	\$80,628	\$111,832	\$143,035
FJ	F91	12 Month	\$98,018	\$135,272	\$172,527

**SHRP PROGRAM DIRECTORS
FJ SALARY TABLE
Effective 1/1/14**

Table	Grade	Title	Minimum	Midpoint	Maximum
		Instructor			
FJ	F84	10 Month	\$48,356	\$66,625	\$84,891
FJ	F85	12 Month	\$58,020	\$80,392	\$102,763
		Assistant Professor			
FJ	F86	10 Month	\$59,041	\$81,636	\$104,252
FJ	F87	12 Month	\$71,517	\$98,310	\$125,104
		Associate Professor			
FJ	F88	10 Month	\$73,760	\$99,432	\$125,104
FJ	F89	12 Month	\$84,156	\$116,546	\$148,935
		Professor			
FJ	F90	10 Month	\$81,434	\$112,950	\$144,465
FJ	F91	12 Month	\$98,998	\$136,625	\$174,252