

AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

COUNCIL OF CHAPTERS

WINTER 2009

NEWSLETTER

VOLUME XXXI, NO. 2

Know Your Rights: Do You Have a Grievance?

The Collective Bargaining Agreement (CBA) between the University and the AAUP sets forth legally binding and enforceable commitments made by the University to the faculty and librarians represented by the AAUP. These commitments establish the parameters of what the University can and cannot do. If you believe an administrative action or inaction violates any commitment set forth in the AAUP contract, the Grievance Procedure in Article V of the AAUP contract gives you the right to challenge a University action or inaction and seek enforcement of these contractual commitments. Your right to file a grievance free from retaliation is protected by the New Jersey Labor Law, the AAUP contract, and University policies.

What is a Grievance?

A grievance is not a gripe or complaint. It is an alleged violation of the terms of the AAUP contract and must be based on a specific contractual provision. Such alleged violations may arise over many issues, including job security, salary increases, and discipline.

Year in Review: Faculty and the AAUP Grievance Filings

Since February 2007, faculty/librarians and the AAUP have filed 18 grievances:

- 3 related to Compensation;
- 4 involving Discipline (1 of which was a tenure termination appeal);
- 2 related to Due Process;
- 1 related to Job Security for Clinical Educators;
- 1 related to Health Insurance Changes;
- 1 related to Guaranteed Start-Up Funds;

- 3 related to Extramural Incentive Award;
- 2 related to other denials of faculty contractual rights and/or benefits;
- and 1 related to access to Extramural Incentive Award Funds.

Of these, four were resolved, four are pending resolution, and the remainder are either awaiting a response from the University or proceeding to arbitration. By example, as a direct result of the AAUP and/or faculty filing grievances, the University rescinded two faculty terminations, rescinded non-renewal letters, rescinded a 1.5% contribution to health insurance benefits, and implemented a reimbursement mechanism for prescription drug expenses over \$10.

How Does the Grievance Process Work?

The grievance process consists of two to three stages:

Stage 1: Preliminary Informal Step: Stage 1 is optional, but is strongly recommended. Stage 1 seeks to resolve the alleged contract violation via an informal meeting with the Chair. The meeting should be held no later than seven (7) days after the occurrence of an event or the date on which you first gained knowledge of the event that forms the basis of the alleged contractual violation.

Stage 2: Formal Step 1:

If the grievance is not resolved with the Chair at Stage 1, Stage 2 is initiated by filing a formal grievance with the Dean within twenty-one (21) calendar days after the event or the date on which you first gained knowledge of the event that forms the basis of the alleged contractual

(continued on page 2)

violation. The Dean is required to meet and discuss the grievance, and render a decision within twenty-one (21) calendar days after receipt of the grievance. The grievance must be submitted on a Grievance Form (see Grievance Form on page 4). The form can also be accessed online at aaupumdnj.org/newsletters.htm. During Stage 2, you must draft your grievance as precisely as possible and base it on provision(s) of the contract. AAUP representatives are available to assist you in determining whether you have a legitimate grievance, formulating the grievance, and accompanying you to the meeting.

Stage 3: Formal Step 2:

If the grievance is not resolved with the Dean at Stage 2 and it is of sufficient importance and merit, the AAUP may submit the grievance to binding arbitration within thirty (30) calendar days of receipt of the Stage 2 decision from the Dean. Arbitration is a process by which a neutral person (an arbitrator) is selected to interpret the contract, determine whether the contract was violated, and issue an appropriate remedy (if the contract is determined to be violated). The Arbitrator's decision is final and binding on the AAUP and the University. The decision to proceed to arbitration rests with AAUP's Council, which consists of elected representatives.

For a more detailed description of the grievance procedure, you may view it online at <http://aaupumdnj.org/PDF%20Docs/AAUP2005CONTRACT.pdf>.

Understanding Your Rights and Benefits: UMDNJ's Contractual Commitments to You

The following is a brief summary of some of the rights and benefits you receive under the AAUP contract that are enforceable via the grievance procedure:

1. No discrimination on the basis of race, creed, color, sex, marital status, age,

national origin, or Association Membership. See Article III(1).

2. Individual contracts (appointment letters) and University policies and procedures must be consistent with the AAUP contract. See Article III(3) and (5).
3. UMDNJ must seek faculty participation in effectuating University policies that determine terms and conditions of your employment. See Article III(4).
4. University may not institute or support a lockout of faculty/librarians. See Article III(7).
5. Right to invite a faculty member to your annual performance evaluation meeting with Chair when you have a disagreement over your performance evaluation. See Article III(8).
6. Right to reasonable notice, reasonable transportation costs, and schedule of work assignments when you are required to participate in teaching, patient care or other responsibilities at an academic center other than your school. See Article III(9).
7. Right to access and review personnel file, correct errors, and object to and respond to documents in file. See Article IV.
8. Right to request the removal of documents of anonymous origin from your personnel file. See Article IV(B).
9. Right to challenge any University action or decision via the grievance arbitration procedure free from retaliation by alleging:
 - a. A breach, misinterpretation, or improper application of the AAUP contract; or
 - b. Arbitrary, capricious or improper application of University policy. See Article V.
10. Protection from reprisal of any kind against any faculty member who files or participates in the grievance/arbitration process. See Article V(I)

AAUP UMDNJ Newsletter

The *Newsletter* is published by the UMDNJ Council of AAUP Chapters.

AAUP offices are located in ADMC 1426, NJMS and RWJMSRT, Room N-B08. To telephone the office, call 973-972-5875 or 732-235-4196.

11. Completion and Receipt of Annual Performance Review by September 15. See Article VI and Article VIII(7).
12. Right to Negotiated Annual Across-the-Board and Merit Increases. See Article VIII(B).
13. Right to Appeal Unsatisfactory Performance Evaluation. See Article VIII(8).
14. Right to Annual Extramural Support Incentive Award for principal investigators and principal authors of grant proposals, which provide support for their salaries. See Article VIII(C).
15. Right to make nominations for out-of-cycle salary increases by majority vote at department meeting. See Article VIII(D) (5).
16. Right to Vacation, Float Holidays, Health Insurance, Dental Insurance, Prescription Drugs, and Deferred Compensation Plan. See Article IX.
17. Right to Multi-Year contracts for 75% of all clinical non-tenured and non-tenure track faculty with 5+ years of service at UMDNJ. See Article XXV.
18. Tenure Protection: Faculty Right to Appeal discipline. The burden is on the University to establish legitimate and sufficient grounds to discipline a tenured faculty member. See Article XXVI.
19. Right to Timely Notice of Nonreappointment. See Article XXVII.
20. Right to AAUP representation during investigatory meetings that may result in discipline. See aaupumdnj.org/weingarten.htm
21. Right to request that the University negotiate with the AAUP as a condition of your employment (any benefits or rights that have been received) See Article XXII.
22. Right to enforce Patent Policy 00-01-90-45:00 via grievance and arbitration process. See Article XXI.

You are encouraged to review the details of your rights and benefits at <http://aaupumdnj.org/PDF%20Docs/AAUP2005CONTRACT.pdf>.

How do I know if a University action or inaction has violated the AAUP contract?

You have twenty-one (21) days from an action/inaction or notice of an action/inaction by UMDNJ to determine whether the action/inaction violates a provision of the AAUP contract. You should first review the relevant section of the contract to understand your rights and benefits. You can view the AAUP contract at <http://aaupumdnj.org/PDF%20Docs/AAUP2005CONTRACT.pdf>. If you are uncertain as to what your contractual rights and/or benefits are, you are encouraged to contact your elected AAUP representatives (see page 5) or contact AAUP staff at 973-972-5875 or 732-235-4196 for assistance. You may also contact us at council@aaupumdnj.org. We will advise you whether a contractual violation exists and how to best address your issue.

Why is it important for you to enforce the AAUP contract?

The AAUP negotiates a contract on your behalf with the University that provides you with legally enforceable rights and benefits. If, and when you identify a contractual violation and exhaust your efforts to resolve the violation informally with your Chair, the grievance procedure is the only mechanism to hold the University accountable to its commitments. The failure to challenge a contractual violation within twenty-one (21) calendar days of an alleged violation of the contract may result in your waiving the contractual right and/or benefit, thereby emboldening the University to continue violating the contract, which renders the AAUP negotiated contract meaningless.

How do I file a grievance?

The filing of a grievance should be a matter of last resort. We encourage you to make every effort to address all contractual violations with your Chair before submitting a formal grievance to your Dean. If you are unable to resolve the matter with your Chair, contact the AAUP at 973-972-5875 or 732-235-4196. We will assess the matter and advise you what provision, if any, is being violated and how to best proceed.

GRIEVANCE PROCEDURE FORM

(attach additional sheets when necessary)

This grievance is being submitted pursuant to the collective negotiating contract between the University and the AAUP Council of Chapters, UMDNJ

SUBMITTED BY:

Name of Faculty member: _____ Title: _____

UMDNJ Unit: _____ Department: _____

STEP ONE (To be forwarded to appropriate Dean.)

Date of Grievance: _____ Date of event giving rise to grievance: _____

Subject of grievance: Article V.§B(1) Article V.§B(2)

If grievance is contractual, state article and paragraph claimed to be violated:

If grievance is non-contractual, state which written University policies, rules or procedures are claimed to be violated

Faculty member's statement of facts giving rise to the grievance:

To correct my grievance the following should be done:

Signature of Faculty member: _____ Date: _____

Your AAUP Elected Representatives

RWJMS/SOM Chapter

RWJMS

Sanford Klein	Anesthesia	732-937-8841	sklein@umdnj.edu
Jerome Langer	Molecular Genetics, Microbiology & Immunology	5-5224	langer@umdnj.edu
John Lenard	Physiology & Biophysics	5-4784	lenard@umdnj.edu
Frederick Lepore	Neurology	5-7731	leporefe@umdnj.edu
Peter Lobel	Pharmacology	5-5032	lobel@cabm.rutgers.edu
Catherine Monteleone	Medicine	5-7712	montelca@umdnj.edu
David Riley	Medicine	5-5172	riley@umdnj.edu
Monica Roth	Biochemistry	5-5048	roth@umdnj.edu
Nancy Stevenson	Physiology & Biophysics	5-4610	stevens@umdnj.edu
Frank Wilson	Neuroscience & Cell Biology	5-4071	fwilson@umdnj.edu

SOM

Rocco Carsia	Cell Biology	6-6039	carsiario@umdnj.edu
Thomas Morley	Medicine	6-6859	morleyth@umdnj.edu
Robert Nagele	Molecular Biology	6-6083	nagelero@umdnj.edu

UMDNJ-Newark Chapter

NJDS

Cheryl Biber	Restorative Dentistry	2-0833	biberch@umdnj.edu
Joseph Holtzman	Community Health	2-7133	holtzman@umdnj.edu
Rebecca Reed	Community Health	2-2444	reedre@umdnj.edu
Talib Najjar	Oral & Maxillofacial Surgery	2-4636	najjarta@umdnj.edu
Barry Zweig	Oral & Maxillofacial Surgery	2-4275	zweig@umdnj.edu

NJMS

Anthony Boccabella	Radiology	2-5553	boccabel@umdnj.edu
John Bogden	Preventive Medicine & Community Health	2-5432	bogden@umdnj.edu
Hugh Evans	Pediatrics	2-6530	evanshe@umdnj.edu
Patrick Foye	Physical Medicine & Rehabilitation	2-2802	foyepm@umdnj.edu
Emanuel Goldman	Microbiology & Molecular Genetics	2-4483 x24367	egoldman@umdnj.edu
Roger Howell	Radiology	2-5067	rhowell@umdnj.edu
Suriender Kumar	Biochemistry & Molecular Biology	2-4750	kumarsu@umdnj.edu
Mukund Modak	Biochemistry & Molecular Biology	2-5515	modak@umdnj.edu
Anne Mosenthal	Surgery	2-6398	mosentac@umdnj.edu
Christine Rohowsky-Kochan	Neurology & Neurosciences	2-4215	rohowscom@umdnj.edu
Robert Schwartz	Medicine	2-6255	roschwar@umdnj.edu
George Studzinski	Pathology & Laboratory Medicine	2-5869	studzins@umdnj.edu

SN

David (Tony) Forrester	MSN Program	2-7671	forreste@umdnj.edu
------------------------	-------------	--------	--------------------

UMDNJ Library

Margaret Dreker	George F. Smith Library	2-7840	drekerma@umdnj.edu
Elizabeth Sosnowska	George F. Smith Library	2-4360	sosnowsk@umdnj.edu

Please join! We urge you to become a voting member of the AAUP. WE NEED YOUR SUPPORT!

If you are paying \$15.87 per pay period, you are paying a representation fee, not AAUP dues. AAUP dues are \$20.00 per pay period for (only \$4.13 more per pay period for full membership) 26 pay periods per year.

Dues include local, state and national AAUP membership fees. Members can vote in chapter elections and on contract ratification. Members also learn about **AAUP member benefits** through **Academe**, the AAUP's national magazine.

To join the AAUP, just fill out this authorization form and return it to us at the address below.

UNIVERSITY OF MEDICINE AND DENTISTRY OF NEW JERSEY
AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS (AAUP)
PAYROLL DEDUCTION AUTHORIZATION

Please print clearly:

NAME _____

ADDRESS _____

HOME PHONE _____ OFFICE PHONE _____

ACADEMIC RANK _____ DEGREE _____

SCHOOL _____ DEPARTMENT _____

CAMPUS ADDRESS _____

PERCENTAGE OF FULL TIME EMPLOYED BY UMDNJ _____ SEX: M F

UMDNJ I.D. NUMBER _____ DATE HIRED _____

EMAIL ADDRESS _____ BIRTH DATE _____

(All of the above information will remain in the strictest confidence unless we are otherwise instructed by you.)

I hereby authorize my AAUP Chapter to have deducted from my earnings twenty dollars (\$20.00) dues per pay period, which includes national, state and local AAUP membership dues.

This authorization shall remain in effect unless terminated by me upon written notice of withdrawal or by termination of my employment. The filing of notice of withdrawal shall be effective to halt deductions as of the July 1st or January 1st next succeeding the date on which the notice of withdrawal was filed.

While contributions or gifts to the UMDNJ Council of AAUP Chapters are not tax deductible as charitable contributions for federal income tax purposes, they may be tax deductible under other provisions of the Internal Revenue Code.

SIGNED _____ DATE _____

PLEASE RETURN TO:

AAUP
American Association of University Professors
Council of Chapters, UMDNJ
30 Bergen Street
ADMC 1426
Newark, New Jersey 07103