

# AMERICAN ASSOCIATION OF UNIVERSITY PROFESSORS

## COUNCIL OF CHAPTERS

SPRING 2008

NEWSLETTER

VOLUME XXX, No. 1

### Now More Than Ever— AAUP Matters!

For over 35 years the UMDNJ chapters of the AAUP have:

1. Negotiated your terms and conditions of employment (*i.e.* salary increases, health insurance benefits, and job security) with the UMDNJ Administration;
2. Monitored and ensured the Administration's compliance with the AAUP contract, UMDNJ Bylaws, New Jersey State Labor Laws; and
3. Served as a bridge between Faculty and Librarians and the Administration to maximize transparency, shared governance, and academic freedom.

Consistent with these goals, there is **Good News and Bad News.**

First, the **Good News:**

#### 1. 2008 Base Salary Increases

In accordance with the negotiated AAUP contract, all faculty and librarians hired on or before February 1, 2008 will receive the following base salary increases:

Effective 8/31/08:

3% across-the-board for all Medical, Dental, and Public Health Faculty and Librarians; and

3.5% across-the-board for Nursing Faculty.

Effective 12/28/08

3% average merit increase (ranging from .25% to 6%) for all Medical, Dental, and Public Health Faculty and Librarians; and

3.5% average merit increase (ranging from .25% to 7%) for Nursing Faculty.

These salary increases are in addition to the increases you received in 2004, 2005, 2006, and 2007.

#### 2. July 1, 2007 Health Insurance Changes

As a result of the AAUP filing an unfair practice charge and a grievance challenging the July 1, 2007 health insurance changes, the University:

**a.** rescinded the 1.5% contribution to health insurance benefits. This will save you 1.5% of your salary from July 1, 2007 to June 30, 2009; and

**b.** tentatively agreed to implement a reimbursement mechanism to compensate you for the prescription drug co-pay increases. If you have paid more than ten dollars (\$10) since July 1, 2007 and have proof of payment, you will be eligible for a refund of the difference.

#### 3. Termination of Tenured Faculty Member without Due Process

As a result of the AAUP challenging the University's dismissal of a tenured faculty member without affording him an opportunity to respond to the allegations against him, the University rescinded the discipline and settled the matter on mutually agreeable terms.

Unfortunately, there is also **Bad News:**

#### AAUP Efforts to resolve pending issues with the Administration

After two cordial meetings with President Owen which generated optimism in AAUP representatives that resolutions could be negotiated on several unresolved issues (see below), AAUP's last meeting in March 2008 revealed a

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profound about-face by Dr. Owen. During the recent meeting, despite a commitment to address and make a reasonable effort to resolve the outstanding issues, Dr. Owen indicated that he will support the policies and the decisions made by his subordinates in the Administration, and will not involve himself personally in any of them. He further invited the AAUP to file grievances and submit matters to arbitration if we so chose, just like any other union. We are deeply saddened by this decision to substitute confrontation with our stated preference for collegiality. Accordingly, we are reluctantly on the road to arbitration and unfair practice charge hearings on the following **Unresolved Issues:**

### **1. Unilateral reductions to clinical component**

Since February 2007, the University has reduced clinical components (patient service components and faculty practice) for arbitrary reasons that are inconsistent with past practice. The University has taken the position that they can modify a clinical component for any reason at any time. Fortunately, this is not true.

After numerous AAUP requests to negotiate over these reductions were ignored, the AAUP filed an unfair practice charge and expects a decision within the next six to nine months. The decision will determine whether the University's unilateral reductions to faculty clinical components were consistent with the past practice. If the hearing officer determines that the reductions were not consistent with past practice, UMDNJ will be found to have violated the New Jersey labor law; required to negotiate over the past and future reductions; and required to reinstate the clinical components and make restitution to faculty whose clinical components were reduced.

### **2. New Zero Tolerance Investigative Procedure that Deprives Faculty and Librarians of Due Process**

The University has implemented a new zero tolerance investigatory

procedure whereby faculty are called into investigatory meetings that may result in discipline without being advised of the allegations against them. Even when requested, faculty are not advised of the purpose of the meeting or of the specific allegations against them prior to such meetings. To ensure a balanced and fair investigation, the AAUP requested negotiations over UMDNJ's failure to incorporate appropriate due process protections into the new investigatory procedure. When the University ignored AAUP's request to negotiate, the AAUP filed an unfair practice charge. As a result of the AAUP filing an unfair practice charge, PERC (Public Employment Relations Commission) held a pre-hearing conference at which the AAUP and UMDNJ representatives reached a tentative agreement to incorporate the following due process protections into the University's investigative procedure:

- a.** The Administration will notify Faculty members and Librarians of allegations against them prior to any investigative meeting.
- b.** The Administration will afford Faculty and Librarians a full opportunity to respond to all allegations.
- c.** The Administration will provide Faculty and Librarians with a written determination of their findings for each allegation.

Five weeks after UMDNJ's representatives tentatively agreed to this settlement, they rejected it. Unless the University agrees to these three important principles, the AAUP intends to proceed to a hearing to ensure all faculty and librarians are provided with due process.

### **3. Discipline of a Faculty Member without Due Process in violation of the AAUP contract**

In November 2007, the University terminated a faculty member without providing him the AAUP contract due process protections. The University is required to provide these prior to terminating

#### **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.

or suspending a faculty member for more than 30 days. Specifically, the University is required to give written notice of the allegations and a full opportunity to respond. After the AAUP filed a grievance challenging the termination, the University converted the termination to a suspension without pay pending an investigation. This investigation is pending for over five months without any resolution. The AAUP is challenging this discipline and is proceeding to arbitration.

#### **4. Use of Nonrenewal followed by a Renewal to Modify Faculty Terms and Conditions of Employment**

In February 2008, UMDNJ nonrenewed approximately sixteen clinical faculty members. In April 2008, the very same faculty members were provided with new appointments, without any break in service that treated them as new UMDNJ employees and modified their terms of employment including the requirement that they contribute their UPA faculty practice earnings to the "clinical enterprise of the department." As a result, the AAUP demanded negotiation and filed a grievance. When UMDNJ ignored AAUP's request to negotiate and did not respond to the grievance, the AAUP filed an unfair practice charge and is proceeding to arbitration on the grievance.

#### **5. Exclusion of Non-Tenured Part-Time Clinical Faculty from AAUP's Contractual Job Security Protections**

The AAUP contract requires UMDNJ to provide 75% of all non-tenured clinical faculty with five or more years of service at UMDNJ with multi-year appointments. Currently, the Administration treats most part-time faculty as "at will" employees whom they can terminate at any time for any nondiscriminatory reason. The exclusion of part-timers from the contractual job security protections reduces the number of multi-year appointments the University is contractually required to provide. When the University refused AAUP's request to correct this contract violation, the AAUP filed a grievance that is proceeding to arbitration.

#### **6. The Use of Appointment Date Rather than Hire Date to Determine Eligibility for AAUP Contractual Rights and Benefits**

The University's use of appointment date, rather than hire date, deprives faculty of salary increases, job security protections, health/retirement benefits, and other benefits that are based on length of service. When the University refused to correct this contractual violation, the AAUP filed a Unit Clarification Petition with the Public Employment Relations Commission to ensure all faculty and librarians are provided with the contractual benefits as of their hire date. This matter is also proceeding to arbitration on July 14, 2008.

#### **7. UMDNJ's Refusal to Provide Information Necessary to Monitor Compliance with the AAUP Contract and Past Practice**

UMDNJ has repeatedly refused to provide the AAUP with information necessary to monitor UMDNJ's compliance with the commitments it has made via the AAUP contract and past practice. For instance, the AAUP has requested UMDNJ to provide the reasons for any clinical component reductions to monitor compliance with past practice. The University has refused and continues to maintain that all such reductions are consistent with past practice. As a result, the AAUP has filed an unfair practice charge with the Public Employment Relations Commission to require UMDNJ to provide the AAUP with all information necessary to monitor UMDNJ's compliance with the AAUP contract and past practice.

If you would like to know more details about any of these issues, please contact AAUP at 973-972-5875 (Newark), 732-235-4196 (New Brunswick/Piscataway/Stratford) or [council@aaumumdnj.org](mailto:council@aaumumdnj.org).

The AAUP will continue to seek resolution of these important issues and is hopeful that these issues can be settled via a collaborative problem-solving approach.

We thank you for your continued support of the AAUP and to the extent you are not a full member, encourage your full membership. ☞

## AAUP Statement of Purpose

The University of Medicine and Dentistry of New Jersey (UMDNJ) Chapter of the American Association of University Professors represents all faculty and librarians at UMDNJ at or above 0.5 FTE at:

1. New Jersey Medical School;
2. New Jersey Dental School;
3. Graduate School of Biomedical Sciences;
4. Robert Wood Johnson Medical School;
5. School of Osteopathic Medicine;
6. School of Nursing; and
7. School of Public Health.

The principal purpose of AAUP is to work cooperatively with UMDNJ to solve problems and take action with respect to matters of mutual concern, including:

1. The maintenance and improvement of the quality of medical, dental, nursing, and health-related professions education in New Jersey;
2. The support of the principles and policies of the AAUP, including academic freedom, tenure, and shared-governance;
3. The pursuit of quality and equity in academic employment relationships;
4. The furtherance of the economic welfare and well being of the members of the AAUP at UMDNJ and those represented by the AAUP through collective negotiations;
5. The administration and enforcement of the contract between AAUP and UMDNJ in accordance with the collective negotiations agreement and the laws of the State of New Jersey; and
6. Communication to/from its membership to/from UMDNJ and to/from National AAUP.

*Excerpted from June 15, 2000 University of Medicine and Dentistry of New Jersey Council of AAUP Chapters Bylaws. Reviewed and reaffirmed by AAUP's Council on March 4, 2008.*

## Your AAUP Elected Representatives

Have questions? Need advice or assistance? Not able to resolve your issue with your chair? AAUP can help.

Contact your elected AAUP Representative (below) or contact AAUP's Staff, Newark: 973-972-5875; New Brunswick/Piscataway/Stratford: 732-235-4196.

### RWJMS/SOM Chapter

#### RWJMS

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#### SOM

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### UMDNJ-Newark Chapter

#### NJDS

Cheryl Biber	Restorative Dentistry	2-0833	<i>biberch@umdnj.edu</i>
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George Studzinski	Pathology & Laboratory Medicine	2-5869	<i>studzins@umdnj.edu</i>

#### SN

David (Tony) Forrester	MSN Program	2-7671	<i>forreste@umdnj.edu</i>
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#### UMDNJ Library

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Elizabeth Sosnowska	George F. Smith Library	2-4360	<i>sosnowsk@umdnj.edu</i>

**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*