

Re: UMDNJ and AAUP
PERC Docket No. AR-2008-404

Settlement Agreement

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

For UMDNJ

Denise V. Rodgers

Name: DENISE V. RODGERS, MD

Date: 03/04/09

For AAUP

Sumanta Kumar

Name: Dr. Sumanta Kumar
President, AAUP

Date: 2/26/09

Frederick E. Lopez

Ray Beest