

AAUP-UMDNJ

APRIL 7, 2009

BULLETIN

WWW.AAUPUMDNJ.ORG

AAUP Ensures All New Faculty Receive Benefits as of Hire Date and Transferees Maintain Benefits

The AAUP is happy to report that we have settled a long-standing dispute with UMDNJ over the University's failure to provide new faculty and transferees between schools with the benefits of the AAUP contract as of their hire and/or transfer date. This settlement provides salary increases and other contractual benefits to all new faculty hired after February 1, 2006 and all current and future faculty transferring between schools.

Background

In July 2007, the AAUP learned that UMDNJ was excluding newly hired faculty (although already employed and working as faculty) and transferees between UMDNJ schools from the AAUP bargaining unit, thereby denying these faculty members the benefits and protections of the AAUP contract. These faculty members were denied salary increases, free health insurance, and job security protections. In addition, UMDNJ was treating faculty transferees between schools without a break in service as if they were new hires who were required to have a new appointment before they received the benefits of the AAUP contract.

UMDNJ had categorized these faculty as "awaiting faculty appointment" and improperly excluded them from the AAUP bargaining unit until their appointments were approved by the UMDNJ Board of Trustees, which often took up to six months or longer. UMDNJ's exclusion of newly hired faculty and transferees from the benefits of the AAUP contract effectively created a two-tiered system whereby newly hired faculty and transferees were not granted the same benefits and rights as their colleagues.

After multiple efforts to address this inequity and apparent violation of the AAUP contract, the AAUP filed a grievance in October 2007 alleging a con-

tractual violation. When the University denied the grievance, AAUP's Council voted to appeal the denial of the grievance to arbitration. Only when the AAUP filed for arbitration did the University seek to amicably resolve the matter under reasonable terms without resort to the formal arbitration proceeding.

Highlights Of Agreement

1. **Faculty hired on or before February 1, 2007 and appointed after February 1, 2007** will receive the AAUP negotiated September 2, 2007 across-the-board and merit increases. The September 2, 2007 across-the-board salary increase was 2% for medical/dental/public health school faculty and 2.5% for nursing school faculty. The range for the September 2, 2007 merit increases was from .25% to 4% for medical/dental/public health school faculty and from .25% to 5% for nursing school faculty. **The September 2, 2007 across-the-board and merit increases will be paid retroactive to September 2, 2007.**
2. **Faculty hired on or before February 1, 2008 and appointed after February 1, 2008** will receive the AAUP negotiated August 31, 2008 across-the-board salary increase and the AAUP negotiated December 28, 2008 merit increase. The August 31, 2008 across-the-board increase was 3% for medical/dental and public health school faculty and 3.5% for nursing school faculty. **The August 31, 2008 across-the-board increase will be paid retroactively to August 31, 2008.** The range for the December 28, 2008 merit increase was from .25% to 6% for medical/dental and public health school faculty and from .25% to 7% for nursing school faculty. **These FY09 merit increases**

will be paid retroactive to December 28, 2008.

3. **Adjustment of Length of Service**
 - Length of Service at UMDNJ for faculty hired on or before February 1, 2007 and appointed after February 1, 2007 will be calculated as of February 1, 2007.
 - Length of Service at UMDNJ for faculty hired after February 1, 2007 will be calculated as of their hire date.

Length of Service at UMDNJ determines your eligibility for clinical educator multi-year appointments, years participating in the Alternate Benefit Plan, eligibility for retiree health insurance benefits, and various other rights and benefits under the AAUP contract.

4. AAUP bargaining unit members who transfer between UMDNJ schools with full academic rank and no break in service will maintain their length of service and retain all rights and benefits of the AAUP contract.

The AAUP Council approved this settlement at its February 26, 2009 meeting and information regarding its implementation will follow. You can view the full text of the settlement agreement at www.aaupumdnj.org.

This settlement is a **SUBSTANTIAL VICTORY** for all current and future faculty. Through the effective use of the AAUP's contractual grievance procedure, all current and future faculty will be provided with the benefits of the AAUP contract as of their hire date. Faculty will no longer be harmed by the often extensive delays in the appointment process.

If you have any questions regarding the above, please contact the AAUP office at 732-235-4196, 973-972-5875, or council@aaupumdnj.org.

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 (only \$4.13 more per pay period for full membership) for 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.

Once you join, the AAUP will send you a gift to express our appreciation to you for becoming a member. 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 _____
(last) (first) (middle)

ADDRESS _____
(street) (city) (state) (zip)

HOME PHONE _____ OFFICE PHONE _____

ACADEMIC RANK _____ DEGREE _____

SCHOOL _____ DEPARTMENT _____

CAMPUS ADDRESS _____
(building) (city)

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:

American Association of University Professors
Council of Chapters, UMDNJ
30 Bergen Street
ADMC Bldg. 14, Rm. 1426
Newark, NJ 07103
