

SETTLEMENT AGREEMENT BETWEEN NEW JERSEY CITY UNIVERSITY

AND

AFT LOCAL 1839

In order to promote amicable employer-employee relations and in settlement of the Union's grievance, New Jersey City University (the University) and AFT Local 1839 (the Union) herein "the parties, agree as follows:

PREAMBLE:

The University has announced the Academic Portfolio/Efficiency and Administrative Services Reviews Project (the PROJECT), which the Provost and Senior Vice President for Academic Affairs and the Vice President and Chief Strategy Officer co-lead. The University has also announced that a steering team currently comprised of six administrators and a member of the university faculty would support the co-leaders. The contract between the University and the consultants conducting the Project also references the creation of a data team to support the Project.

The Union believes the steering team, the data team and any of their sub-teams to be a university-wide committee(s) subject to the terms of Article IX, Section D of the Agreement between the State of New Jersey and Council of New Jersey State College Locals, AFT, AFL-CIO (State-Union Agreement) and asserts a right under Article IX, Section D to have a Union designated observer attend the meetings of the steering team, data team, and their respective sub-teams should any sub-team be established by the co-leaders.

The University believes the steering team, the data team and any of their respective sub-teams not to be a university-wide committee(s) subject to the terms of Article IX and that the rights under the Article do not apply. The Union disagrees with the University's position and filed a grievance under Article VII of the State-Union Agreement.

Finally, pursuant to Article VII of the State-Union Agreement, the University requested and the Union agreed to explore an informal resolution of the grievance. Therefore, the Parties have consulted and find that a disposition by amicable **AGREEMENT** is in the interest of the New Jersey City University community and is mutually acceptable under the following terms:

Settlement and Agreement (AGREEMENT)

1. The Parties shall maintain their respective positions concerning the applicability of Article IX, Section D as cited above and reserve all rights concerning same. Moreover, this **AGREEMENT** is not intended to address the opposing positions concerning the application or non-application of the Article to the steering team, data team, or sub-teams referenced above.

2. The University accepts, under this **AGREEMENT**, the attendance of a Union designated observer at meetings of the steering team, the data team and their respective sub-teams should any sub-team be established by the co-leaders.

3. Upon execution of this AGREEMENT, the Union withdraws its grievance and will designate a person as the Union designated observer to meetings of the steering team, data team, and their respective sub-teams, under this **AGREEMENT**. The Union will also designate an alternate to serve as the Union designated observer when the primary is unable to attend a meeting.

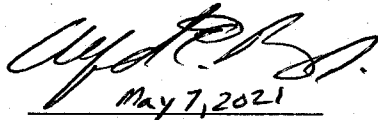
4. The University agrees, under this **AGREEMENT**, to provide the Union designated observer and the alternate with the schedule of all meetings of the steering team, data team, and their respective sub-teams or provide notice of a steering team, data team, or sub-team meeting not on the schedule at the same time notice is provided to the members of the steering team, data team, or sub-team. Meetings of the steering team, the data team, and sub-teams shall be accessible to the Union observer via Zoom or similar electronic means.

5. The University and the Union agree that under this **AGREEMENT** the Union designated observer shall not participate in the deliberations of the steering team, the data team, or of a sub-team nor make any comments during the meeting on the substantive issues discussed by the steering team, data team, or a sub-team unless requested by the team or the sub-team.

6. This **AGREEMENT** constitutes a final resolution of the grievance submitted by the Union on APRIL 12, 2021 and shall not be used or referenced as precedent in any other matter.

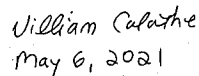
7. This **AGREEMENT** shall not serve to amend, modify or change the existing terms of the State-Union Agreement.

On behalf of the University



Alfred E. Ramey, Jr.
University Counsel

On behalf of the Union



William Calathes
Grievance Chair, AFT Local 1839