

Memorandum of Agreement between the AAUP-BHSNJ the State of New Jersey for a July 1, 2019 through June 30, 2023 Collective Negotiations Agreement

- A. This MOA between the AAUP-BHSNJ and the State of New Jersey incorporates all agreements entered into by the parties during negotiations for a 2019-2023 successor collective negotiations agreement.
- B. This MOA modifies the terms of the parties' July 1, 2015 through June 30, 2019 Collective Negotiations Agreement as set forth below. Any terms of the parties' 2015-2019 Agreement not expressly modified by this MOA remain in full force and effect and shall be incorporated into the parties' July 1, 2019 through June 30, 2023 Agreement.
- C. The schedules attached to this MOA shall be incorporated into the parties' 2019-2023 Agreement.
- D. The economic provisions of this MOA as set forth in section F below shall be incorporated into Article VIII of the 2019-2023 Agreement.
- E. All proposals presented by the parties during negotiations for the 2019-2023 Agreement and not expressly agreed to as reflected in the attached schedules or in section F below, are deemed to be withdrawn.
- F. **Economic Provisions**
 - 1. **Across-the-board increases to base salary**
 - a. Effective the first full pay period after October 1, 2019 the base salaries of all AAUP-BHSNJ negotiations unit members shall be increased by 2%.
 - b. Effective the first full pay period after July 1, 2021, the base salaries of all AAUP-BHSNJ negotiations unit members shall be increased by 2%.
 - c. Effective the first full pay period after December 1, 2021, the base salaries of all AAUP-BHSNJ negotiations unit members shall be first increased by 2%.
 - d. Effective the first full pay period after July 1, 2022, the base salaries of all AAUP-BHSNJ negotiations unit members shall be first increased by 2%.
 - e. Effective December 1, 2021 and July 1, 2022, the minimums of for all AAUP-BHSNJ represented job titles/classifications, as set forth in appendices A and B, shall be increased by the across-the-board increases set forth above in subparagraphs c and d.

2. Librarian Stipend

In addition to the across-the-board pay increases set forth in F(1)(a)-(d) above, on the first pay period after July 1, 2021, the three librarians employed at SOM shall receive a stipend payment in the amount of \$1500.00 and on the first pay period after July 1, 2022, the three librarians shall receive a stipend payment in the amount of \$1500.00 (Stipend payments do not increase base salary). The payment is subject to standard deductions and withholdings.

3. Committee to Study SOM Librarian Compensation

- a. Within sixty days (60) calendar days following the ratification of this MOA, a Review Committee shall be established, consisting of five (5) members. Two members shall be appointed by the AAUP-BJSNJ, two members shall be appointed by the University (one of whom shall be from library management) and the fifth member shall be the Rowan University Vice Provost.
- b. The Committee shall be charged with determining whether the duties of SOM librarians are substantially similar to the duties of other Rowan librarians assigned other Rowan libraries. In the event that the Committee determines that the duties of SOM librarians are substantially similar to the duties of librarians assigned to the other Rowan libraries, the Committee may recommend pay adjustments to the salaries of SOM librarians.
- c. If the duties are not substantially similar, the Committee will discuss methods to diversify the SOM librarian skillset and/or work assignments to be comparable with the other Rowan libraries and salary recommendations associated thereto.
- d. The Committee's non-binding conclusion(s) and recommendations will be presented to the Rowan Provost during a meeting to be scheduled by no later than December 15, 2021. The Provost will consider the Committee's non-binding conclusions and recommendations and no later than January 15, 2022 will make recommendation(s) to the University President. No later than February 15, 2022, the President shall either accept, reject or modify the recommendations of the Provost. After consultation with the AAUP-BHSNJ, these timelines may be adjusted for good cause, upon 10 days' notice to the Committee.
- e. **The AAUP-BHSNJ shall be notified of the President's determination at least 10 days prior to implementation. The determination of the President is not subject to the grievance and arbitration process.**

- f. If as a result of the President's decision the duties and/or assignments of SOM librarians are increased, the AAUP-BHSNJ retains the right to negotiate over compensation.

3. Professional Development

The parties agree that all current practices and policies with respect to the payment of professional development shall remain in effect until modified by mutual agreement.

4. Clinical and Research Incentives

All current practices with respect to the payment of clinical incentives shall remain in effect unless modified by mutual agreement.

5. Health Benefits

AAUP-BHSNJ negotiations unit members shall have the option to enroll in the new Unity PPO plan provided by the State Health Benefits Program (NJ Direct), or one in of the currently offered HMO plans, Tiered Network plans, and High Deductive plans at the employee contribution rates in effect for other Executive Branch employees, such as employees represented by CWA and AFSCME. Open enrollment shall be scheduled as soon as practicable after ratification.

G. Safety and Health

See Schedule A attached.

H. Association Rights

See Schedule B attached.

I. Policy Statements – Non-discrimination

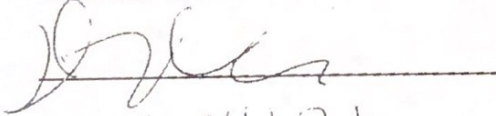
See Schedule C attached

J. Term of Contract:

July 1, 2019 – June 30, 2023

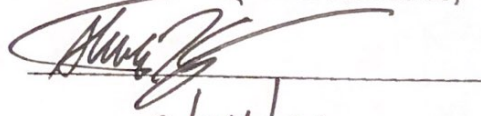
- K. The terms of this MOA, inclusive of the attached schedules, are subject to ratification by members of the AAUP-BHSNJ.

On behalf of the AAUP-BHJSNJ



Dated: 6/14/21

On behalf of the State of New Jersey



Dated: 6/24/21

SCHEDULE A

VII – AAUP-BHSNJ Rights
(Replaces Association Rights and Dues Deduction)

A. Designation of AAUP-BHSNJ Representatives

1. The University agrees to recognize five (5) faculty unit members and one librarian unit member designated by the AAUP-BHSNJ as representatives for collective negotiations. The AAUP-BHSNJ shall provide the University with written notice of the names of such bargaining unit members. This designation shall not preclude others, in reasonable numbers, from attending collective negotiations at the invitation of either party for the purpose of providing factual knowledge or expertise with respect to a particular subject for collective negotiations.
2. The AAUP-BHSNJ shall each year in writing inform the designated University office of the identity and terms of office of the AAUP-BHSNJ officers and the nature of their responsibilities. In addition, the designated University office shall in writing inform appropriate deans and other academic officers serving as superiors to the duly elected officers of the AAUP-BHSNJ of the identity of these officers and the nature of their responsibilities.

B. Access to University Facilities

1. The administration shall permit representatives of the AAUP-BHSNJ to transact official business on University campus(es) provided that this shall not interfere with or interrupt normal University operations.
2. AAUP-BHSNJ representatives shall have the right to meet with individual employees on the premises of the University during work breaks to investigate and discuss grievances, workplace-related complaints, and other workplace issues dealing with terms and conditions of employment.
3. AAUP-BHSNJ representatives shall have the right to conduct worksite meetings during work breaks on the employer's premises to discuss workplace issues dealing with terms and conditions of employment, collective negotiations, the administration of collective negotiations agreements, other matter related to the duties of an exclusive representative employee organization, and internal union matters involving the governance or business of the exclusive representative employee organization.
4. To the extent known, the University shall notify the AAUP-BHSNJ no less than seven (7) calendar days in advance of each new employee orientation held by the University along with a list of faculty attendees. AAUP-BHSNJ representatives shall have the right to meet with newly hired employees, without charge to the pay or leave time of the employees, for up to seventy-five (75) minutes if there are more than five (5) unit employees (5 or less 30 minutes) within thirty (30) calendar days from the date of hire, during new employee orientation. If the employer does not conduct new employee orientations, AAUP-BHSNJ representatives shall have

the right to meet with newly hired employees, without loss of pay, at individual or group meetings (5 or less employees), but for no more than 30 minutes. Arrangement of any such individual or group meetings is the responsibility of the AAUP-BHSNJ, with at least one week advance written notice to the employee's supervisor.

5. The AAUP-BHSNJ shall have the right to make reasonable use of University facilities and equipment, including duplicating, computing and office equipment, and available audiovisual equipment, all in accordance with University procedures. The AAUP-BHSNJ shall pay reasonable costs for the use of facilities and equipment.
6. The AAUP-BHSNJ shall have the right to post bulletins and notices to the employees it represents, relevant to official AAUP-BHSNJ business on one bulletin board in each department. As a matter of courtesy, the AAUP-BHSNJ shall provide the Campus Human Resources Office on each campus with a copy of all postings. The parties recognize that University property is not an appropriate place for posting material which constitutes election campaign material for or against any person, organization, or faction thereof. Any material to which the University objects based on claimed violations of its anti-harassment or anti-discrimination shall be removed. Any other material to which the University objects shall be removed only after **(1)** notice is provided to the Union, along with the reason that the posting violates this Article, and **(2)** following a Committee meeting, if requested, held pursuant to Article VII, Section H.
7. The AAUP-BHSNJ shall have the right to use the University's email system to communicate with its negotiations unit members regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal union matters involving the governance or business of the union. Use of the email system is subject to the University's acceptable use policy, anti-harassment and anti-discrimination policies.
8. The AAUP-BHSNJ shall have the right to present information to unit members at department faculty meetings, upon invitation by a unit member and approval of the department chairperson. Approval shall not be unreasonably denied. At the sole discretion of the department, the AAUP-BHSNJ will be permitted to make its presentation before or after the department faculty meeting agenda has been completed.

C. Information on New Negotiations Unit Members

Within ten (10) working days from the date of hire of negotiations unit employees, the University shall provide the following contact information to the AAUP-BHSNJ in an Excel file format or other format agreed to by the AAUP-BHSNJ: (1) name, (2) job title, (3) department and/or worksite location, (4) home address, (5) work telephone number (6) home and personal cellular telephone numbers if on file with the University, (7) date of hire, and (8) work email address and (9) personal email address on file with the University.

D. Dues Deduction

1. The University agrees to deduct from each biweekly paycheck the annual AAUP-BHSNJ professional dues of each member of the bargaining negotiations unit as defined herein, for whom the AAUP-BHSNJ furnishes to the University a voluntary written authorization for such deduction, on a form acceptable to the University. Once the AAUP-BHSNJ furnishes to the University such voluntary written authorization for such deductions from any negotiations unit member, that negotiations unit member shall retain that status each calendar year that they are employed as a member of the negotiations unit, unless that member submits a written withdrawal of their authorization.
2. Employees seeking to withdraw dues authorization must provide written notice to the responsible payroll clerk and the withdrawal shall only be effective as of July 1 each year. Within five (5) working days of receipt of notice from an employee of revocation of authorization for the payroll deduction of dues, the University shall provide notice to the AAUP-BHSNJ of an employee's request for revocation of dues. Withdrawals of unit member authorizations of the deduction of dues shall be processed by payroll in accordance with applicable statutes, court decisions and the terms of the agreement set forth between the AAUP-BHSNJ and the unit member on the membership/dues authorization card, or equivalent document.
3. The amount of AAUP-BHSNJ professional dues shall be such amount as may be certified to the University by the AAUP-BHSNJ at least 30 days prior to the date on which deduction of AAUP-BHSNJ professional dues is to be made. The University shall remit to the AAUP-BHSNJ all professional dues deducted pursuant hereto every two weeks in which such deductions are made, together with a list of names of members of the negotiating unit from whose pay such deductions have been made.

SCHEDULE B

ARTICLE 23 – HEALTH AND SAFETY

A. General

1. Bargaining-unit members are responsible for reporting health and safety problems to their department head.
2. The University shall, upon written request, provide to the AAUP-BHSNJ the results of health and safety inspections of University facilities in which unit members are employed conducted by Federal, State and local agencies having jurisdiction. The University shall notify the AAUP-BHSNJ of such inspections as they occur.
3. The University shall respond in a timely fashion to health and safety problems reported to it by the AAUP-BHSNJ and shall inform the AAUP-BHSNJ as to the response.
4. The University shall make reasonable provisions for the safety and health of bargaining unit members. Complaints of unsafe conditions shall be promptly investigated. As appropriate, corrective action shall be initiated at the earliest time practicable to bring such conditions within established safety guidelines ~~providing necessary resources are available~~.
5. The University and AAUP-BHSNJ agree to discuss problems concerning health and safety in the regularly scheduled Labor - Management meetings. Upon request, the University and the Union will meet to address any emergency or pressing issues on an as needed basis. Should the University establish a Labor-Management Health and Safety Committee, the union will have the right to one (1) representative on that committee. Any recommendations concerning improvement or modification of health and safety conditions shall be reported to the health and safety committee.
6. In the interest of maximizing safety and faculty/staff well-being, the University and the AAUP-BHSNJ agree that the views and recommendations of the faculty/staff covered by this Agreement will be heard and considered in the decision-making process within the University. In furtherance of this goal, the University agrees that representatives of the AAUP-BHSNJ shall be a part of Labor-Management Committees, if established, that are developed to discuss strategies and identify solutions that would address issues concerning safe patient handling, ergonomics, violence prevention, needle safety, and protective equipment and clothing.
7. In addition to the Labor-Management meetings, upon request, the University and AAUP-BHSNJ will meet to address issues relating to clinician burnout. During these meetings,

2-24-21 Final

the parties may discuss topics that include, but are not limited to: warning signs of burnout, data gathered relating to clinician burnout, or supports available to clinicians suffering from burnout.

SCHEDULE C

Article 3

Policy Statements

Paragraph 1. Delete existing language. Replace with:

The University and the Union agree there shall be no discrimination against any employee or applicant for employment, including harassment, in any matter relating to employment because of race, color, creed, national origin, ancestry, nationality, religion, sex (including pregnancy), familial status, physical or mental disability, including perceived disability, AIDS and HIV status, political affiliation, marital status, civil union or domestic partnerships, sexual orientation, age, genetic information, or liability for military service, union membership or non membership, or any other category protected by law.