

Rowan University and American Association of University Professors
Management Economic and Remaining Non-Economic Proposal 2

March 19, 2019

PREAMBLE

This Agreement is effective July 1, ~~2015~~2009, by and between Rowan University (~~the "University"~~) School of Osteopathic Medicine (~~the "University"~~) (~~"RowanSOM"~~) and the Council of Chapters of the American Association of University Professors at the University (the "Association"). The parties recognize that it is the responsibility of the University to provide a high quality educational program, to encourage the development of new knowledge through research, to provide high quality clinical services, and to provide service to the larger community and that this Agreement is intended to contribute to the fulfillment of those responsibilities. The parties recognize and declare that it is their mutual goal to maintain a harmonious relationship in determining terms and conditions of employment. To this end they mutually enter into this Agreement intended to state the employment relationship between the University and the Association under applicable State and Federal law.

DATED:

3/19/19



Rowan University School of Osteopathic
Medicine

DATED:



Council of Chapters of the American
Association of University Professors

Rowan University and American Association of University Professors
Tentative Agreements
September 28, 2017

ARTICLE II
RECOGNITION

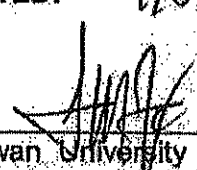
The University recognizes the Association as the exclusive negotiating agent for all full-time teaching, clinical and/or research faculty and librarians, all part-time teaching and/or research faculty and librarians who are employed at 50% or more of full-time by the University, but specifically excluding all faculty members and librarians who are employed by the University at less than 50% of full-time, all faculty members and librarians who in addition to their professorial or librarian titles hold any title which carries managerial, administrative, or supervisory responsibility (including, but not limited to, the following excluded titles: among titles so excluded are President, Senior Vice President, Vice President, Dean, Vice Dean, Senior Associate Dean, Associate Dean, Associate Vice President, Assistant Dean, Assistant to the Dean, Director, Department Chairperson, Section Chief, Division Chief, Division Director, University Librarian, Assistant University Librarian, Campus Library Director, Personnel Administration Librarian, Supervising Librarian, and Manager), and all other employees not employed as faculty or librarians, for the purpose of negotiations regarding the terms and conditions of employment and in the settlement of grievances, ~~except for the provisions in the Side Letter of Agreement on Recognition, dated December 9, 1994 and attached hereto as a Side Letter of Agreement.~~

DATED:

9/28/17

DATED:

9-28-17


Rowan University School of Osteopathic
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Council of Chapters of the American
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ARTICLE III

POLICY STATEMENTS

The University and the Association adopt the following as policy during the life of this Agreement.

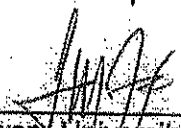
1. The University and the Association agree to continue the established policy prohibiting all forms of illegal discrimination with regard to race, creed, color, sex, marital status, age, national origin, or Association membership.
2. The Association recognizes its responsibility as negotiating agent and agrees to represent all faculty and librarians in the negotiating unit.
3. Individual contracts entered into between the University and individual bargaining unit members shall not conflict with the terms of this Agreement.
- ~~4. The University agrees to involve the bargaining unit members in the effectuation of University policies determining terms and conditions of employment.~~
45. Where any University regulation or policy is in conflict with any specific provision of this Agreement, or when any procedure or amendment of procedure conflicts with any specific provision of this Agreement, the Agreement shall govern. Where State law or regulation conflicts with any specific provision of this Agreement, the law or regulation shall govern.
56. Neither the Association nor any individual represented by it will engage in or support any strike, work stoppage, or other job action.
67. The University shall not institute or support any lockout of bargaining unit members.
78. Where there is a disagreement between a faculty unit member and the Chairperson as to any evaluation of his/her performance of academic duties, the faculty member may invite another faculty member to be present as an advisor in the discussion of such disagreement with the Chairperson.
89. When a bargaining unit member ~~participates~~ ^{"is required to participate"} in teaching, patient care or other responsibilities at an academic center other than his or her regularly assigned site(s), reasonable notice shall be given, cost of transportation ~~if appropriate~~ ^{if appropriate} shall be approved, and the schedule of work assignments to such bargaining unit members shall be reflective of and consistent with obligations involved.

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used in any personnel action.

DATED: 2/23/18

DATED: 2-23-18


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ARTICLE IV


PERMANENT PERSONNEL FILES

- A. The permanent personnel file is kept in a location designated by the Dean of the faculty unit member's educational unit or in the office of Human Resources on the campus at which the librarian unit member is employed. Within five (5) working days of the request and with reasonable notice, bargaining unit members shall have the opportunity at the campus where employed to review and examine pertinent documents including those related to performance evaluation and conduct in their individual, permanent personnel files. The University shall honor the requests of bargaining unit members for copies of documents in their permanent personnel file. The University shall have the right to have the review and examination take place in the presence of an appropriate official of the University. The cost of copying said documents shall be borne by bargaining unit members. The bargaining unit member may file a written response of reasonable length to any memoranda or documents which are derogatory or adverse. Such response will be included in the permanent personnel file and will be attached to and retained with the document in question. If any material derogatory or adverse to the bargaining unit member is placed in the permanent personnel file in question, a copy of such material shall be sent to the bargaining unit member. The bargaining unit member's response must be made within twenty one (21) calendar days of the day the unit member first received the document.
- B. No document of anonymous origin shall be placed in the permanent personnel file or used against a bargaining unit member in any personnel action.
- C. Letters of recommendation relating to initial appointment and promotion which were solicited under conditions of confidentiality shall be excluded from the bargaining unit member's inspection.
- D. ~~Each~~ Information which is mutually agreed to be in error shall be corrected or expunged from the permanent personnel file.
- E. With the exception of the letters of recommendation referenced at section C of this article, any University created item which may deal specifically with a bargaining unit member's retention, dismissal, salary improvement, promotion, or tenure which was not previously transmitted to the bargaining unit member and which is to be relied upon in personnel action shall be made available to the bargaining unit member and a reasonable time provided to respond.
- F. The bargaining unit member may add to those records such material as the individual believes necessary to give reasonable representation of the individual's record.
- G. Only documents which have been placed in the permanent personnel file may be

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used in any personnel action.

DATED: 2/23/18


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Council of Chapters of the American
Association of University Professors

ARTICLE V

GRIEVANCE PROCEDURE

A. Purpose

The parties agree that it is in the best interests of the academic community that all grievances be resolved promptly, fairly and equitably. To this end, relevant and necessary public information, material and documents concerning any grievance shall be provided by the Association and the University upon written request to the other. This entitlement to information does not include the use of written questions directed to individuals where relevant and necessary information sought can be obtained from witnesses or the University representatives who attend a grievance hearing.

The following procedure, which may be initiated by a bargaining unit member and/or the Association, shall be the sole and exclusive means of seeking adjustment and settling those allegations grievances which are grievable under this Article in cases where the parties are entitled to have the grievance determined through binding arbitration at the final step.

The parties recognize that a bargaining unit member may have rights arising from sources other than this Agreement, and nothing herein shall be construed to prevent any action brought pursuant to such rights where the final step on a grievance is not binding arbitration.

B. Definition of a Grievance

A grievance is an allegation by a bargaining unit member or the Association that there has been:

1. A breach, misinterpretation or improper application of the terms of this Agreement, including the Appendices, or a violation of applicable written University promotion or reappointment procedures, discipline imposed upon bargaining unit members, including, but not limited to, discipline (including termination of librarian unit members) imposed for an asserted breach of University regulations or policies, or a proposed suspension of up to thirty (30) days for medical faculty unit member and for librarian unit members. No such suspension shall begin to run until twenty one (21) days after the affected unit member has, or reasonably should have gained, knowledge of the proposed suspension or, if such person grieves the suspension, until after the Step One determination. In no event shall such a suspension serve to terminate or limit in any way the hospital privileges of unit members, which privileges may be suspended or terminated in conformance with the applicable hospital bylaws.

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2. An arbitrary, capricious or improper application of, or failure to act pursuant to other written policies, rules, or regulations of the University, or statutes, which prescribe terms and conditions of employment, which are matters that intimately and directly affect the work and welfare of the employees and which do not significantly interfere with inherent management prerogatives pertaining to the determination of public policy.
3. Notwithstanding the foregoing, the following matters shall not be grievable:
 - a. Termination of medical faculty unit members for cause, which shall be subject to the procedure set forth in Article XXV;
 - b. Letters of reprimand/warnings;
 - c. Discipline imposed pursuant to University policies which have been arrived at by negotiation between the University and the Association and which set forth alternative procedures for affected faculty unit members to appeal disciplinary action imposed upon them. The sole method for appealing such discipline is the one specified in each policy; and
 - d. Termination at will, as provided in the University Bylaws, for qualified title faculty unit members; and
 - e. Any matter to which the parties have agreed in this contract shall be determined at the discretion of the University (or any designee of the University).

C. Preliminary Informal Procedure

A bargaining unit member may orally present and discuss a grievance with his or her department Chairperson or for librarian unit members his or her campus library director on an informal basis. At the bargaining unit member's option, he or she may request the presence of an additional faculty member or librarian as appropriate. If the bargaining unit member exercises this option, the department Chairperson or campus library director may determine that such grievance be moved to the first formal step.

Informal discussions shall not extend the time within which a grievance must be filed unless such an extension is agreed to in writing by a representative of the University.

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D. Formal Steps

1. Step One

Within ~~fourteen~~ twenty-one (14/21) calendar days after the event or occurrence, or the date on which the aggrieved party first gained or should reasonably have gained knowledge of the event or occurrence, the aggrieved party shall present the grievance in writing to the appropriate Dean or, for librarian unit members, to the University Librarian, with a copy to the ~~Office of Labor Relations~~ Senior Vice President Health Sciences and to the Association, on the form agreed to by the Association and the University. The Dean or the University Librarian shall discuss the grievance with the grievant and render a decision to the grievant within twenty one (21) days after receipt of the grievance.

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Fourteen (14)

With respect to any grievance brought under B(2) above, if the grievant is not satisfied with the disposition of the grievance at Step One, brought under B(2) above, the Association, as representative of the bargaining unit member, may, within ~~seventy~~ (70) days from the date the grievant received the decision at Step One, said step of a grievance brought under B(2) above, and upon written notification of intent to appeal to the Dean or University Librarian, appeal the decision at Step One to the Senior Vice President Health Sciences of the University. The decision of the Senior Vice President Health Sciences shall be the final step of the grievance procedure within the University for grievances brought under B(2).

2. Step Two

BW
Fourteen (14)

If the grievant is not satisfied with the disposition of the grievance at Step One, the Association, as representative of the bargaining unit member, may, ~~within seventy~~ (70) days from the date the grievant receives the decision at said Step One as to a grievance brought under B(1) above, and upon written notification of intent to arbitrate to the State of New Jersey Office of Employee Relations by certified mail with a copy to the ~~Assistant Vice President for Labor Relations~~ Dean or University Librarian, appeal the decision at Step One to arbitration.

The parties shall mutually agree upon a panel of three (3) or more arbitrators. Each member of the panel shall serve by random selection as the sole arbitrator for a case or cases. The arbitrator's daily fee shall not exceed \$1,000 and his/her cancellation fee shall not exceed \$500. When a member of the panel is unable to serve, another member shall serve by random selection. The University and Association may remove any member of the arbitration panel through written notice to the other, provided that the arbitrator shall finish serving as arbitrator on any matter for which s/he was selected to so serve but has yet to render a final

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decision, unless both parties agree to remove him/her before such time. In the event the parties agree on less than three (3) arbitrators, those arbitrator(s) agreed upon by the parties shall serve by random selection until such time as the parties are able to agree upon a full complement of three (3) or more arbitrators. In the event that the parties are unable to agree upon any arbitrators, arbitrators shall be selected on a case-by-case basis under the selection procedures of the Public Employment Relations Commission until such time as the parties mutually agree upon a full complement of three (3) panel members.

The arbitrator shall conduct a hearing and investigation to determine the facts and render a decision for the resolution of the grievance. An arbitrator's decision shall be binding. In no event shall an arbitrator's decision have the effect of adding to, subtracting from, modifying or amending the provisions of this Agreement, or any policy of the State, or the University. The arbitrator shall not substitute his or her judgment for academic judgments, including medical, professional or clinical practice judgments, rendered by the persons charged with making such judgments. The arbitrator making a binding determination of a grievance has the authority to prescribe a compensatory award to implement the decision and shall set forth the reasons for the award.

~~If the grievant is not satisfied with the disposition of the grievance at Step One brought under B(2) above, the Association, as representative of the bargaining unit member, may, within thirty (30) days from the date the grievant received the decision at said step of a grievance brought under B(2) above, and upon written notification of intent to appeal to the Dean or University Librarian, appeal the decision at Step One to the Senior Vice President Health Sciences of the University. The decision of the Senior Vice President Health Sciences shall be the final step of the grievance procedure within the University for grievances brought under B(2).~~

If one of the issues before the arbitrator is timeliness, the arbitrator must first render a decision on that issue, which shall be rendered the day of the hearing if possible. A subsequent day of hearing shall occur only if the arbitrator determines that the matter has been timely filed.

Only the Association shall have the right to invoke arbitration.

Any arbitrator costs, fees, and/or expenses resulting from the arbitration shall be shared equally by the parties except that: a charge for a late cancellation shall be borne by the party requesting the cancellation. If the late cancellation was mutually agreed upon in writing by the University and the Association, then the cost shall be shared equally.

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Either party may make a verbatim record through a certified transcriber. Such record is to be made at the requesting party's expense. However, if both parties want a copy of the transcript, the cost of the transcript and the reporter shall be shared equally between the parties. The cost of any transcript (or copy of any transcript) requested by the arbitrator shall be shared equally between the parties as well.

Any other cost of the proceeding shall be borne by the party incurring the cost.

~~The arbitrator making a binding determination of a grievance has the authority to prescribe a compensatory award to implement the decision and shall set forth the reasons for the award.~~

~~Arbitrators shall be selected on a case-by-case basis under the selection procedures of the Public Employment Relations Commission.~~

E. Resolution of Grievances Concerning Promotion and Reappointment

1. Matters pertaining to promotion and reappointment of faculty unit members shall be grievable under this Agreement only upon the basis of claimed violations involving discriminatory treatment in violation of Article III, Section 1 or claimed violations of applicable written University promotion or reappointment procedures. In all such cases the burden of proof shall be upon the grievant and the decision shall not be set aside during the process of the grievance. In no such cases may an arbitrator order promotion or reappointment of a grievant. Rather, where appropriate, the remedy shall be to remand the matter to the proper level of the involved School for elimination of defects in the procedural process.

2. ~~Where a matter is remanded pursuant to subparagraph 1 above, the arbitrator may, where appropriate, direct that the President of the University, in consultation with the Association, appoint an ad hoc review committee to substitute for any individual or committee which had been involved in the previous promotion or reappointment action. The purpose of such ad hoc committee will be to consider the involved matter and elimination of defects in the procedural process or elimination of impropriety in the decision making process and to make its recommendations concerning the involved promotion or reappointment matter to the individual or Committee having original jurisdiction.~~

F. Time Limits

1. In the event that the time limitation imposed under Step One as to discussion, hearing and decision are not complied with, the grievance shall, upon request, be moved to Step Two.

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2. Where the subject of a grievance suggests it is appropriate and where the parties mutually agree, the Assistant Vice President for Labor Relations ~~Senior Vice President Health Sciences~~ may substitute for the Dean or University Librarian (or his/her designee) in Step One of the process.
3. No adjustment of any grievance shall be imposed retroactively beyond the date on which the grievance was initiated or the fourteen ~~fourteen~~ ~~twenty-one~~ (14) day period provided in section D(1) above except that payroll errors and related matters shall be corrected to the date of error.
4. Time limits provided for in this Article may be extended by mutual written agreement of the parties at the level involved.
5. If the University's decision at Step One is not appealed within the appropriate time limits, such grievance will be considered closed and there shall be no further review or appeal.


G. Representation

The grievant may be represented by the Association Representative at Step One of the Grievance Procedure. No more than two (2) Association representatives may be present at any time and no Association representative will permit attendance at hearings to interfere with obligations to the University. Where more than one Association representative is present, only one shall act as spokesperson for the grievant.

- H. Nothing in this Article shall be construed as compelling the Association to submit a grievance to arbitration.
- I. No reprisal of any kind shall be taken by either party against any participant or non-participant in this grievance procedure ~~by reason of proper participation in such procedure.~~
- J. Grievance records shall not be part of the permanent personnel file utilized in the promotion or retention process unless such grievance records pertain to the matter under consideration.
- K. Reference to days in this article means calendar days.

DATED: 2/23/18

DATED: 2-23-18


Rowan University School of Osteopathic
Medicine


Council of Chapters of the American
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ARTICLE VI

MANAGEMENT RIGHTS

Except as limited by the specific and express terms of this Agreement, the University hereby retains and reserves unto itself the prerogatives of management and in conjunction with the State reserves all rights, powers, authority, duties and responsibilities conferred upon or vested in it by law and the Constitution of the State of New Jersey with due recognition to applicable State and Federal laws and pursuant to Article III, number 4.

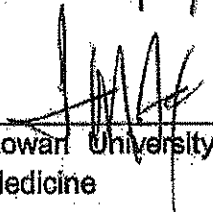
All such rights, powers, authority and prerogatives of management are retained subject to limitation as may be imposed by the New Jersey Public Employer-Employee Relations Act, as amended, and except as they are specifically and legally abridged or modified by this Agreement.

The University retains its responsibility to promulgate and enforce rules and regulations, subject to limitations as may be imposed by the New Jersey Public Employer-Employee Relations Act, as amended, governing the conduct and activities of faculty unit members and which are not inconsistent with the express provisions of this Agreement.

On an annual basis, each bargaining unit member shall be assessed and evaluated as to professional competence in the performance of his or her duties over the year in question. The written evaluation and supporting documentation shall be submitted by the department Chairperson to the appropriate Dean for faculty and by the campus library director to the University Librarian or his or her designated representative for librarian unit members and to the bargaining unit member within thirty (30) days of his or her evaluation date and shall be incorporated in the permanent personnel file.

DATED: 2/23/18

DATED: 2-23-18


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ARTICLE VII

ASSOCIATION RIGHTS

* * *

G. ~~Representation Fee~~

- ~~1. The parties agree that the representation fee contained in the prior collective negotiations agreement shall be continued for the duration of this agreement. Nothing herein shall be deemed to require any bargaining unit member to become a member of the Association.~~
- ~~2. The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the Association to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefitting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.~~
- ~~3. New bargaining unit members who are Association members shall be required to pay the established representation fee in the first payroll period following thirty (30) days of employment.~~

~~The representation fee shall be withheld from the regular biweekly paycheck and remitted to the Association at the same time and in the same manner as monies collected for dues. The Association shall notify the University in writing thirty (30) days in advance of the requested date of change of the amount of regular membership dues, fees, assessments and representation fees.~~

- ~~4. The Association agrees that it will indemnify and hold the State and/or the University harmless from any claims, actions or proceedings brought by any bargaining unit member in the negotiations unit which arises from deductions made by the University in accordance with this provision. The State and the University shall not be liable to the Association for any retroactive or past due representation fee for a bargaining unit member who was identified by the University as excluded or in good faith inadvertently omitted from deduction of the representation fee.~~

~~5. Demand and Return~~

~~The representation fee shall be available only if the procedures listed hereafter are maintained by the Association.~~

- ~~a. The Association shall return any part of the representation fee paid~~

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~~by the bargaining unit member which represents the bargaining unit member's additional pro rata share of expenditures by the Association that are either in aid of activities or causes of a partisan political or ideological nature, only incidentally related to the terms and conditions of employment, or applied towards the cost of any other benefit available only to members of the Association.~~

- ~~b. The bargaining unit member shall be entitled to a review of the amount of the representation fee by requesting the Association substantiate the amount charged. This review shall be accorded in conformance with the internal steps and procedures established by the Association.~~
- ~~c. The burden of proof under the Demand and Return system rests upon the Association.~~
- ~~d. A bargaining unit member dissatisfied with the Association's decision may appeal to the three (3) member board established by the Governor of the State of New Jersey under NJSA 34:13A, as amended.~~
- ~~e. The Association shall submit a copy of its review system to the University. The deduction of the representation fee shall be available only if the Association establishes and maintains this review system.~~
- ~~f. It is understood that the implementation of the agency fee program is predicated on the demonstration by the Association that more than 50% of the eligible bargaining unit members in the negotiation unit are dues paying members of the Association.~~

~~If at the signing of this Agreement the above percentage has not been achieved, the agency fee plan will be continued through pay period 26 of the calendar year, after which it shall be discontinued unless the minimum has been achieved prior to that occurrence. Thereafter, if the minimum percentage is exceeded on any quarterly date; i.e., January 1, April 1, July 1, or October 1, the agency fee plan shall be reinstated, with proper notice to affected employees.~~

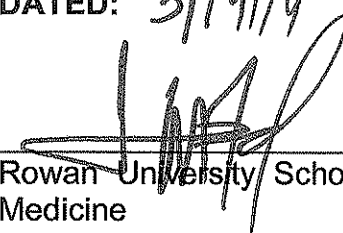
~~In each year of the agreement on July 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.~~

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~~g. Provisions in this clause are further conditioned upon all other
requirements set by statute.~~

* * *

DATED: 3/19/19



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Medicine

DATED:



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Article VII

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- g. Provisions in this clause are further conditioned upon all other requirements set by statute.
- H. Except as limited by the specific and express terms of this Agreement, the Association retains and reserves unto itself all rights, powers, authority, duties and responsibilities conferred upon or vested in it by law and the Constitution of the State of New Jersey and applicable State and Federal law.
- I. The parties recognize the valuable assistance to be gained from effective communication between the Association and the University. Accordingly, it is agreed that the University and the Association will meet as necessary regularly to resolve problems of mutual concern to the parties but no more often than semi-annually unless the parties mutually agree in writing to meet more frequently.
- a. The Association may have no more than four (4) representatives at a meeting. The Association must provide the University a list of any employees it wants to attend the meeting as one of its three (3) representatives at least fourteen (14) days before a meeting.
- b. As such meetings and the agenda therefore may be requested set by either party to this Agreement and the meeting shall be scheduled at a mutually convenient time and place, that does not interfere with the normal operating work hours of any employee representatives of the Union. BW
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- c. A written agenda specifying the issue(s) to be discussed at the meeting must be circulated among the parties at least fourteen (14) days before the meeting date. No issue shall be discussed at a meeting that does not appear on the written agenda. Therefore, if neither party provides a written agenda to the other party at least fourteen (14) days before a meeting, the meeting shall be cancelled and no other meeting shall take place during that half of the year unless the parties mutually agree in writing to again try to meet during that half of the year.
- d. It is understood that these meetings are not intended to bypass the grievance procedure or to be considered negotiating meetings but are intended as a means for fostering harmonious relations.
- J. The Association shall be permitted to post notices of its activities and matters of Association concern on one bulletin board in each department. As a matter of courtesy, the Association 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 shall be removed and shall be subject to discussion by the Committee established in Article VII, Section I.

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ARTICLE VIII
COMPENSATION

B. Salary Increases

1. All unit members shall receive a ~~1.75~~^{2%} percent across-the-board wage increase to base salary retroactive to July 1, ~~2017~~²⁰¹³, which shall be paid as soon as administratively feasible, but, in any event, no later than 30 days after notification of ratification. For purposes of this across-the-board increase, employees employed after July 1, ~~2017~~²⁰¹³, but prior to July 1, ~~2018~~²⁰¹⁴, shall be entitled to a pro rata retroactive across-the-board increase. DST
2. All current unit members as of July 1, ~~2018~~²⁰¹⁴ shall receive a ~~1.51.75~~^{2%} percent across-the-board wage increase to base salary effective the first full pay period after July 1, ~~2018~~²⁰¹⁴.

remains in Article
DST
~~3. For purposes of the across-the-board increases outlined in Article VIII.B.1 and 2 above only, the Parties agree that current employees shall be entitled to the across-the-board increase without regard to whether or not they were employed on or before February 1 of the calendar year in which the across-the-board is effective.~~

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34. The salary increases in this section B shall be subject to the following terms and conditions:

- a. ~~Except as stated above, All~~ current unit members hired on or before February 1 of the calendar year in which each across-the-board increase is effective, shall receive the across-the-board increase.
- b. All salary increases shall be calculated based upon the unit member's salary as of the day prior to the effective day of each salary increase.

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~~c. Merit increases shall be based solely on the unit member's performance evaluation during the fiscal year preceding the effective date of the increase. In advance of evaluations, the evaluation instrument shall be provided to the Association, which shall have the opportunity to comment on it.~~

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DST
~~d. Merit increase funds shall be allocated on a School or Library-wide~~

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basis, that is, not on the basis of departments or other units.

5. The pool for merit increases for FY2005, FY2006, FY2007, FY2008 and FY2009 shall be based upon the total academic base salary payroll for all bargaining unit members eligible for merit increases as of the first full payroll period in August of FY2005, FY2006, FY2007, FY2008 and FY2009, respectively. The University shall disburse the entire amount of merit adjustment pools in each year. These pools shall be as follows:

<u>Year</u>	<u>Medical Faculty Unit Members</u>	<u>Librarian Unit Members</u>
FY2005	2.5%	2.5%
FY2006	2.0%	2.5%
FY2007	2.25%	2.5%
FY2008	2.0%	2.5%
FY2009	3.0%	3.0%

56. Minima and maxima of the academic base salary ranges for all ~~negotiations~~ bargaining unit titles shall be increased as follows:

<u>Effective Date</u>	<u>Medical Faculty Unit Members</u>		<u>Librarian Unit Members</u>	
	<u>Minimum</u>	<u>Maximum</u>	<u>Minimum</u>	<u>Maximum</u>
<u>12/28/08</u>	<u>1.5%</u>	<u>1.5%</u>	<u>1.5%</u>	<u>1.5%</u>

67. Completed evaluations shall be provided to unit members by the first working day in ~~October~~ September of each year. The Chair/Supervisor and unit member shall meet to discuss the evaluation by ~~October~~ September 15 of each year.

78. There shall be an appeal procedure for overall less-than-satisfactory performance evaluations of ~~negotiations~~ bargaining unit members, as follows:

- a. A unit member who receives an overall rating of less-than-satisfactory may appeal such rating by filing a request for review within thirty (30) calendar days of receipt of the evaluation being appealed, or by ~~October~~ September 30 following the fiscal year to which the evaluation applies, whichever is later. The request shall be filed with the Senior Vice President for Academic Affairs (or his/her designee), who shall provide copies to the Executive Director of the Association and the Appeals Panel established by

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_____, 2019

this subsection.

- b. The review shall be by an Appeals Panel comprised of two persons designated by the Executive Director of the Association, two persons designated by the University, and a person designated jointly by the Executive Director of the Association and the University, who shall be the chair of the Appeals Panel. The Executive Director of the Association and University shall designate substitute person(s) for the Appeals Panel in cases in which the originally designated person(s) cannot hear the matter because of a conflict of interest.
- c. The Appeals Panel shall schedule the review at a mutually convenient time. The parties may make written submissions to the Appeals Panel no later than seven (7) calendar days prior to the date scheduled for review. The Panel may request additional information from the parties.
- d. The Appeals Panel shall issue its decision to the parties, the Executive Director of the Association and the Senior Vice President for Academic Affairs (or his/her designee) within thirty (30) calendar days following the date of the review, and the decision shall be final and binding on all parties.

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~~If the Appeals Panel sustains the appeal and agrees that the unit member's performance was satisfactory, the appellant shall receive a merit increase within the range for such increases applicable to the year in question; the Appeals Panel shall make a recommendation for the amount of the merit increase, and the recommendation will be forwarded to the Senior Vice President for Academic Affairs who will accept, decline or modify the recommendation as to the amount of the merit increase. The decision of the Senior Vice President for Academic Affairs as to the amount of the merit increase will be final and binding. The recommendation of the Appeals Panel and the decision of the Senior Vice President for Academic Affairs regarding the merit increase will be provided to the parties and the Executive Director of the Association.~~

~~If the Appeals Panel does not sustain the appeal and agrees that the unit member's performance was less than satisfactory, the unit member shall receive no merit adjustment for the year in question.~~

- e. The Appeals Panel, the Association and the University shall hold in strict confidence all materials supplied to the Panel and the Panel's decisions.

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87. On August 1 and February 1 of each year, the University shall provide to the Association a list of all unit members and their academic base salaries on hard copy or ~~electronically on disk~~ (~~if available on disk~~), at the Association's option. Monthly, the University shall provide to the Association documents memorializing all actions by the University's Board of Trustees reflecting academic base salaries of new unit members and all changes to the academic base salaries of unit members. The University represents that such documents shall reflect all adjustments to the academic base salaries of unit members. ~~The University shall also provide annually to the Association a list with the amount merit increase each unit member received that year, such list to be provided to the Association as soon as available, within ninety (90) days after the effective date of the increase.~~

J. ~~Faculty Management Compensation Study Committee~~

~~The parties establish a faculty management compensation study committee, which shall consist of up to 10 members. The Association and University each can appoint a maximum of five members to the committee.~~

~~The committee shall convene no later than July 15, 2014, and shall report its recommendations to the Association and University no later than November 15, 2014 unless the parties mutually agree upon an extension of time.~~

~~Process questions related to the functioning of the committee will be resolved by the Association and University "point people," which for the Association will be a staff person.~~

~~The committee discussions and its recommendations are not binding on the Association or University and shall not become part of the parties' collective negotiations history unless a recommendation is agreed to in its entirety by the parties negotiating the successor agreement and becomes part of the successor agreement.~~

DATED: 3/19/19

Rowan University School of Osteopathic
Medicine

DATED:

Council of Chapters of the American
Association of University Professors

ARTICLE X

LIBRARIAN UNIT MEMBERS

A. Work Load for Librarian Unit Members

1. The workload for librarian unit members shall be fair, reasonable and consistent with service and professional responsibilities delineated in the approved job description.
2. All librarian unit members are exempt salaried employees with a 37.5-hour workweek. All librarian unit members shall be scheduled on an equitable and rotating basis to work weekend days. Campus Library Directors shall grant appropriate compensatory time off for assigned hours scheduled and worked beyond the 37.5-hour workweek.

B. Seniority for Librarian Unit Members

1. Accrual: Seniority will be credited from the date of hire or rehire to all regular full-time or part-time librarian unit members upon the successful completion of their initial probationary period.
2. Loss of Seniority: A librarian unit member's seniority shall be broken by resignations, dismissals from employment, or other types of terminations, layoffs of more than one (1) year or refusal of a suitable position while on recall from layoff.
3. Layoff: Layoffs shall be administered in accordance with University policy except as stated below. Seniority will prevail on layoffs due to lack of work in the job classification, efficiency reorganization or reductions due to economic considerations. Seniority will prevail on call backs within one (1) year from layoff.

A layoff shall be effected in the following manner:

- a. Filling a vacancy at the RowanSOM library of the University Libraries.
- b. Bumping into a position at the RowanSOM library of the University Libraries.

A list of vacant positions will be available for review in the Campus Human Resources offices.

Within their respective departments/work units, librarian unit members shall not be laid off before temporary or probationary librarian unit members in the same job title, that is, Librarian I, II or III.

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Librarian unit members affected by a layoff may exercise bumping rights within their job title within the RowanSOM library of the University Libraries. Bumping rights shall be exercised in accordance with the provisions of this Article. Librarian unit members choosing not to exercise their bumping rights remain eligible for recall consistent with the provisions of this Article.

Librarian unit members shall serve a probation period of ninety (90) days in a new position whether such placement is due to filling a vacancy, exercising a bump, or as a result of a recall, except that an employee who bumps or is recalled into the same job title within the same department shall not be required to serve a probation.

Probation can be extended, at the option of the University, up to an additional ninety (90) days. Failure of a librarian unit member to satisfactorily complete the probation period shall result in the termination of the librarian unit member being placed on a recall list for up to one (1) year. If the librarian unit member is recalled and again fails probation, such librarian unit member's employment at the University shall be terminated and all layoff and recall rights shall cease.

All librarian unit members shall be covered by the layoff policy regardless of salary range, consistent with the following provisions:

- a. Librarian unit members employed under a J-Visa shall not be eligible for coverage.
- b. Librarian unit members employed under an H-Visa shall have bumping rights only into the same job classification.

The University will provide a minimum of fifteen (15) working days notice of layoff to any librarian unit member affected.

C. Probationary Period for Librarian Unit Members

All librarian unit members shall serve a one hundred and eighty (180) calendar day probationary period following their initial date of hire.

The University reserves the right to extend the initial probationary period up to an additional thirty (30) days for full- and part-time employees. A librarian unit member's employment may be terminated at any time during the probationary period. Such decision shall be final and binding, and not subject to the grievance procedure.

Probationary librarian unit members will be eligible to use accrued sick leave after thirty (30) calendar days of employment and other accrued leave time after ninety (90) calendar days of employment.

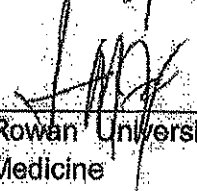
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Tentative Agreements
February 23, 2018

D. Attendance Control Policy for Librarian Unit Members

Librarian Unit Members shall be subject to the University Attendance Control Policy and any revisions thereto (#30-01-50-40:00) dated January 1, 2004 effective upon the ratification and approval of the Memorandum of Agreement.

DATED: 2/23/18

DATED: 2-23-18


Rowan University School of Osteopathic
Medicine


Council of Chapters of the American
Association of University Professors

ARTICLE XI

TRAVEL

Bargaining unit members shall be permitted sufficient time away from their academic assignments for previously approved scholarly and professional purposes subject to the following provisions:

1. The bargaining unit member will have complied with the travel regulations of the University.
2. It shall be the responsibility of the bargaining unit member to provide adequate substitutes for all regularly scheduled University activities in his or her absence. Such substitutes must have the prior approval of the department Chairperson for faculty unit members or the library director for librarian unit members.
3. Funds to support employee travel shall be allocated on a departmental basis and to the extent of money allocated, employee travel will normally be authorized for the following purposes in order of priority.
 - a. To officiate, or to serve in another official capacity, or to make a formal presentation at a professional conference or meeting.
 - b. To attend a professional conference or meeting pertaining to the academic interests of the bargaining unit member.
4. Travel expenses will be reimbursed to bargaining unit members as per University Policy and any revisions thereto Number 00-01-50-10:00.

This provision shall not alter the right of the University to make qualitative judgments as to the merits of any particular travel request and to make judgments as to the overall needs of the institution.

DATED: 9/28/17



Rowan University School of Osteopathic
Medicine

DATED: 9-28-17



Council of Chapters of the American
Association of University Professors

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September 28, 2017

T/A - 9/28/17

ARTICLE XIV

DISTRIBUTION OF OVERALL COURSE SCHEDULES

The administration of each school shall make a good faith effort to distribute the overall course schedule for the academic year to the faculty unit members of that school no later than one (1) calendar month after its approval.

Development of the academic calendar is a matter determined by the University Bylaws. ~~Agreement on the distribution of the overall course schedule in each school is not intended to be determinative of the negotiability of the content of the academic calendar or overall course schedule.~~

DATED: 9/28/17

DATED: 9-28-17


Rowan University School of Osteopathic
Medicine


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Association of University Professors

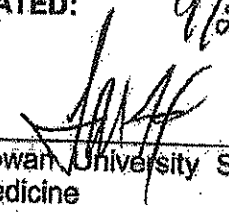
ARTICLE XVII

THE NEGOTIATION PROCEDURE FOR FUTURE AGREEMENTS

- A. The parties agree to enter into collective negotiations in accordance with State law in a good faith effort to reach agreement on future contracts as to terms and conditions of employment for faculty unit members and librarian unit members of the University.
- B. The parties recognize that the negotiating process is bound up with the State budget process and will endeavor in good faith to reach agreement in time to influence the budget process.
- C. Any agreements so negotiated shall be reduced to writing.
- D. The University agrees to recognize five (5) ~~eight (8)~~ faculty unit members and one librarian unit member designated by the Association as representatives for collective negotiations. The Association shall provide the University with written notice of the names of such bargaining unit members. This designation shall not preclude the Association from designating substitutes for its representatives nor from enlarging the number by mutual consent of the parties to provide for factual knowledge or expertise with respect to a particular subject under discussion at particular negotiating sessions.
- E. The parties mutually pledge that their chief representatives shall be clothed with the necessary power and authority to make proposals and counter proposals in the course of negotiations.
- F. If agreement cannot be reached between the Association and the University, either party has the right to declare an impasse and request assistance procedures through mechanisms provided by applicable State law.

DATED: 9/28/17

DATED: 9-28-17


Rowan University School of Osteopathic
Medicine


Council of Chapters of the American
Association of University Professors

ARTICLE XVII

AVAILABILITY OF CONTRACTS

Within sixty (60) days after the execution of this Agreement, the parties agree to jointly work together to provide electronic copies of the Agreement to members of the unit and post a printable copy of the Agreement on the University website~~2500 copies of this Agreement shall be printed, with the costs to be shared equally by the University and the Association. The Association shall be responsible for distributing copies to members of the unit, and any copies not distributed shall be divided equally between the University and the Association. In the case of future unit members, distribution shall be effected at the time of personnel processing.~~

~~All stipulations noted above in the first paragraph shall also apply to any and all memoranda of understanding reached by both parties during the term of this Agreement.~~

DATED:

9/28/17

DATED:

9-28-17



Rowan University School of Osteopathic
Medicine



Council of Chapters of the American
Association of University Professors

Rowan University and American Association of University Professors
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February 23, 2018

ARTICLE XX

PATENT POLICY


Employees shall be subject to the University Patent Policy and any revisions thereto.
~~The parties agree that the terms and conditions of employment in the University Policy~~
~~entitled "Patents," coded as 00-01-90-45:00 and amended as of August 13, 2004, shall~~
~~be part of, and are deemed included in, this Agreement.~~

DATED:

2/23/18

DATED:

2-23-18


Rowan University School of Osteopathic
Medicine


Council of Chapters of the American
Association of University Professors

ARTICLE XXV

MULTI-YEAR CONTRACTS FOR CLINICAL EDUCATORS

Faculty on clinical, non-tenure tracks ("Clinical Educators") shall be entitled to multi-year contracts as follows:

- [Handwritten: BW]*
- A. Clinical Educators who have served for at least 5 but less than 10 years shall be entitled to term contracts of at least 2 years duration as of the next term contract following their fifth year of service, except that the University may employ up to ~~25 thirty-five (35%)~~ *(30%)* of such Clinical Educators on one-year contracts.
- [Handwritten: BW]*
- B. Clinical Educators who have served 10 or more years shall be entitled to term contracts of at least 3 years duration as of the next term contract following their tenth year of service, except that the University may employ up to ~~25 thirty-five (35%)~~ *(30%)* of such Clinical Educators on one-year contracts.
- C. Notwithstanding anything to the contrary in this Article XXV, upon four months notice, the University may terminate the multi-year appointment of a Clinical Educator as of the close of a fiscal year if the University abolishes the position under appointment for reasons of economy or on account of the discontinuation of the program in which the person is employed, or for other bona fide cause. Should the position abolished later be reinstated within one year of the close of the fiscal year in which the appointment was terminated, the person shall be recalled and offered the opportunity to serve in the reinstated position for the remainder of the appointment term. Where the appointment of more than one person has been discontinued because of a reduction in force, upon reinstatement of the positions, those whose appointments were discontinued shall be recalled based upon length of service.
- D. By July 31 of each fiscal year and within 31 days of receipt of notice of ratification of this Agreement, the University shall provide to the Association a list of all Clinical Educators then employed by the University along with the lengths of their appointments and information as to their seniority at the University.

DATED: 2/23/18

[Handwritten signature]

Rowan University School of Osteopathic
Medicine

DATED: 2-23-18

[Handwritten signature]

Council of Chapters of the American
Association of University Professors

Rowan University and American Association of University Professors
Management Non-Economic Proposal 3
February 23, 2018

SIDE LETTER OF AGREEMENT

CODE OF ETHICS


The rules and regulations promulgated by the New Jersey State ethics commission, which is subject to change at the discretion of the University, shall govern all outside employment. Our negotiated agreements on this policy are incorporated in the rules and regulations promulgated by the New Jersey State ethics commission policy revised September 15, 1997, entitled "Code of Ethics: General Conduct."

Rowan University University of Medicine
& Dentistry of New Jersey

The Council of Chapters of the
American Association of University
Professors

DATED: 2/23/18

DATED: 2-23-18


Rowan University School of Osteopathic
Medicine


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APPENDIX D

OUTSIDE EMPLOYMENT

~~The outside employment of unit members shall be governed by the revised on April 15, 4997.~~

DATED: 9/28/17

DATED: 8-28-17


Rowan University School of Osteopathic
Medicine


Council of Chapters of the American
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Rowan University and American Association of University Professors
Tentative Agreements
September 28, 2017

December 9, 1994

**SIDE LETTER OF AGREEMENT
RECOGNITION**

~~The parties have agreed to continue the present language of Article II defining the composition of the faculty negotiating unit. However, the parties have further recognized that, at New Jersey Medical School, Section Chiefs, Division Chiefs and Division Directors are considered members of the negotiating unit, while at Robert Wood Johnson Medical School, School of Osteopathic Medicine and New Jersey Dental School faculty members with these titles are not considered to be in the unit.~~

FOR THE UNIVERSITY:

FOR THE ASSOCIATION:

Robert D'Augustine

Henry Edinger, Ph.D.

DATED: 9/28/17

DATED: 9-28-17


Rowan University School of Osteopathic
Medicine


Council of Chapters of the American
Association of University Professors