

**Agreement between
Rowan University School of Osteopathic Medicine
and Council of Chapters of the
American Association of University Professors**

July 1, 2023 to June 30, 2027

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PREAMBLE

This Agreement is effective July 1, 2023, by and between Rowan University School of Osteopathic Medicine (the "University") 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.

ARTICLE I

DEFINITIONS

1. Faculty unit members refers to all faculty members of the Association as described in Article II, Recognition.
2. Librarian unit members refers to all librarian members of the Association as described in Article II, Recognition.
3. Grievant is a member of the Association who has filed a grievance under Article V.
4. Department is a subdivision of a school maintained for the purpose of conducting a curriculum or curricula in a specified field of learning.
5. Section is a departmental subgroup with a discrete professional identification including a national certification board and separate residency programs.
6. Academic Division is a departmental subgroup without a national certification board and/or a separate residency program but having a generally accepted discrete research and/or clinical specialty base.
7. Service Division is a subdivision of a school created to improve and/or coordinate health care delivery.
8. Bargaining unit members, unit members or employees refers to all members of the bargaining unit as described in Article II.

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 by the University, but specifically excluding employees who work an average of fewer than four hours per week over a period of 90 calendar days (casual employees), 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: 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.

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 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. .
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. 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.
5. Neither the Association nor any individual represented by it will engage in or support any strike, work stoppage, or other job action.
6. The University shall not institute or support any lockout of bargaining unit members.
7. 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.
8. When a bargaining unit member 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 shall be approved, and the schedule of work assignments to such bargaining unit members shall be reflective of and consistent with obligations involved.
9. Librarians in the bargaining unit shall be governed by staff policies, rules, and regulations except as modified by this agreement.

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. 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 used in any personnel action.

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 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.
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;
 - 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.

D. Formal Steps

1. Step One

Within fourteen (14) 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, 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.

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, the Association, as representative of the bargaining unit member, may, within fourteen (14) days from the date the grievant received the decision at Step One, 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

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 fourteen (14) 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, 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 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 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.

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.

E. Resolution of Grievances Concerning Promotion and Reappointment

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.

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.
2. Where the subject of a grievance suggests it is appropriate the Assistant Vice

President for Labor Relations 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 (14) day period provided in section D(1) above except that payroll errors 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.
- 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.

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.

ARTICLE VII

AAUP-BHSNJ RIGHTS

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 A1.
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.

E. Paid Union Release Time

1. Union Representatives, Rights and Limitations

The Union shall furnish the Human Resources Director for SOM or other designee of the University a list of all official Union representatives and officers, specifying their authority and showing the name, title or office for each and the departments and shifts for which they function. The Union shall notify the University of any changes in the list within fifteen (15) working days of any change.

Both parties agree to recognize and deal with only properly authorized and empowered University or Union representatives who are officially made responsible by the parties' written compliance with the section.

The University agrees that during working hours, on its premises and without loss of base pay, or when otherwise agreed upon, Union representatives previously designated and authorized to represent the Union and recognized by the University shall be allowed to:

- a) Represent negotiations unit employees in the department/work unit.
- b) Post Union notices.
- c) Up to five (5) Union representatives may attend negotiations meetings on paid union leave if designated as a member of the negotiations team and scheduled to attend by the Union.
- d) Attend scheduled meetings with the University.

The authorized Union representative shall provide reasonable notification to his/her supervisor whenever he/she requests permission to transact such Union business. Permission will not be unreasonably withheld. It is understood that the supervisor has the right to seek rescheduling of appointments when the work situation warrants this.

2. Union Business

The University agrees to provide paid union leave at the regular rate of pay equal to the length of the employee's regular work shift for officers or representatives of the Union to conduct business and attend Union activities.

The Union shall have the right to designate any Union officer or representative (i.e., President, Vice Presidents, Secretary, Treasurer and Grievance Chair) to use such paid leave. A total of thirteen (13) days of such leave in the aggregate may be used each year of this Agreement, which paid leave is in addition to the paid leave set forth in section E. 1 above.

This paid leave is to be used to conduct union business, including, but not limited to, investigating grievances and workplace complaints, attending and conducting membership meetings, participating in regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated, or for training programs for Union representatives and Union officers. Written notice, from the Union (including President), for the authorization of an individual to utilize such leave time shall be given to the employee's supervisor with a copy to the Office of Labor Relations at least fourteen (14) days in advance of the use of paid leave, except in an emergency, when less notice may

be given. Granting of such leave to an employee shall not be unreasonably denied by the University.

Leave not utilized in any yearly period shall not be accumulated.

The University agrees to provide leave of absence without pay for officers or representatives of the Union to attend Union activities. A total of fifteen (15) days in the aggregate of such leave of absence without pay may be used in each year of this Agreement. Granting of such leave shall not be unreasonably denied by the University. This additional leave of absence without pay is to be used with the same conditions and restrictions as leave for Union business with pay provided in this section.

Once all paid union leave time under section E. 2 is exhausted, no further paid union leave may be used under section E. 2.

ARTICLE VIII

COMPENSATION

A. Academic Base Salary Ranges

Each position in the bargaining unit shall be assigned to a specific academic base salary range. The salary ranges shall consist of a minimum and a maximum. No full-time unit member shall be paid less than the minimum of his/her salary range and no part-time unit member shall be paid less than the prorated minimum of the range. The salary ranges are contained in Appendices A and B.

Effective December 1, 2021 and July 1, 2022, the minimums of 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 in Article VIII B 3 and 4.

B. Salary Increases

1. Effective the first full pay period on or after July 1, 2023 the base salaries of all AAUP-BHSNJ negotiations unit members shall be increased by 3.5%.
2. Effective the first full pay period on or after July 1, 2024, the base salaries of all AAUP-BHSNJ negotiations unit members shall be increased by 3.5%.
3. Effective the first full pay period on or after July 1, 2025, the base salaries of all AAUP-BHSNJ negotiations unit members shall be increased by 3.5%.
4. Effective the first full pay period on or after July 1, 2026, the base salaries of all AAUP-BHSNJ negotiations unit members shall be increased by 3.5%.
5. All minimum salaries shall be increased by the above across-the-board salary increases.
6. For purposes of the across-the-board increases outlined in Article VIII.B.1-4, 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 increase is effective.
- 7.
8. The salary increases in this section B shall be subject to the following terms and conditions:
 - a. 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

9. Effective the first full pay period on or after July 1, 2025, in addition to the across-the-board salary increases, all unit members who have 10 or more years of service at Rowan University shall receive a \$2,750 increase to base salary prior to the July 1, 2025 3.5% across-the-board salary increase.

Employees who complete 10 years of service at Rowan University after June 30, 2025 will receive their 10 year adjustment of \$2,750 on the first full payroll period after July 1 of the calendar year subsequent to completing 10 years. If an employee who completes 10 years of service is also eligible for a percentage across-the-board raise on July 1 (or the first full pay period of July) of that year, first the \$2,750 will be added to base and then the across-the-board increase will be applied.

10. The parties agree to continue negotiations over a clinical incentive for clinical faculty. Negotiations shall commence on or before July 1, 2025.

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

12. There shall be an appeal procedure for overall less-than-satisfactory performance evaluations of negotiations 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 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 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.
 - 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.
13. 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 if available. 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.

C. Extramural Support Incentive Awards

1. Faculty Unit Members

Awards in this category are in recognition of research grant or other extramural grant acquisition by faculty unit members (other than librarian unit members whose extramural support incentive awards are governed by Subsection 2 of this section). Faculty unit members eligible shall be those who are both principal investigators and principal authors of grant proposals which provide salary support for their own salaries. The maximum amount of grant support subject to this provision shall be \$38,000 (the "Award"). These awards shall not increase the base academic salaries of faculty unit members, nor shall they be used in calculating fringe benefits. The faculty unit member shall receive the bonus for each year that the grant support continues, and payment of the bonus will be made no later than September 30 following the fiscal year of the grant.

One-third of the Award shall constitute the bonus to the unit member; one-third shall be utilized by the University; and one-third shall be utilized as agreed upon by the unit member and the Chairperson of the Department.

If, after negotiation, the faculty unit member and the Chairperson of the Department are unable to come to an agreement on the use of one-third of the Award, the lump sum bonus payment shall be one-half of the amount of the Award up to a maximum in a given fiscal year of \$19,000, and one-half of the Award shall be utilized by the University.

Faculty unit members who are required to support a percentage of their salaries using outside grant funds as a condition of their employment (e.g., coterminous faculty) shall not be eligible for extramural support incentive awards.

2. Librarian Unit Members

A librarian unit member who is both a principal investigator and the principal author of an externally-funded program which provides support for his/her own salary shall be eligible for a one-time bonus of up to one-third of such salary support in a specific fiscal year up to a maximum bonus of \$10,000 for that fiscal year. The bonus shall be awarded in each fiscal year during which salary support is provided by external funding.

D. Out-of-Cycle Increments

1. These awards are for the purpose of granting salary increments to those unit members whose compensation should be increased to reflect their accomplishments and productivity.
2. Out-of-cycle increments shall be in any amount.
3. The criteria for out-of-cycle increases shall be promulgated by the University after seeking input from the Association.
4. The Dean or University Librarian shall submit each nomination to the Senior Vice President Health Sciences with a curriculum vitae and letter of recommendation.
5. There shall be an alternative procedure for out-of-cycle increases. At any regularly-scheduled meeting of the departmental faculty or librarians, the matter may be added to the agenda by the usual process. Nominations for out-of-cycle increases may be made by a majority vote of the members of the department or librarians. Voting shall be by closed ballot. All nominations will be forwarded to the Dean of the School or the University Librarian, who will forward the nomination to the Senior Vice President Health Sciences with or without a supporting recommendation. Each nomination must be accompanied by a curriculum vitae and a letter of evaluation in support of the nomination. If the department Chair chooses not to endorse a nomination effectuated via this process, a letter of support written by another faculty member in the department must be provided.
6. Out-of-cycle increments shall be determined by the Senior Vice President

Health Sciences upon recommendation by the pertinent Dean or the University Librarian. The decisions of the Senior Vice President Health Sciences as to awarding or not awarding an out-of-cycle increase and the amount of such increase shall be final and non-grievable. The Senior Vice President Health Sciences shall notify the Association of all out-of-cycle increments by providing the Association a copy of the pertinent documents.

E. Promotions for Medical Faculty Unit Members

When an individual faculty unit member is promoted from one rank to another, the individual's academic base salary shall be adjusted to the minimum salary of the promotional rank or 10% above the individual's current salary, whichever is greater.

F. Salary Holdback for Faculty Unit Members

The University will continue the procedure of holding back five days of faculty unit member pay. Such holdback monies shall be considered to have been earned by the faculty unit member and will be taken into account when computing a faculty unit member's final biweekly pay when he or she leaves the employ of the University.

G. Salary Matching

The University may, at its discretion, increase the salary of an individual member of the bargaining unit in response to a bona fide outside offer of employment. The University shall submit its determination to offer such an increase in writing to the Association with a copy of the outside offer, a copy of the faculty unit member's curriculum vitae, and the current and proposed salary. The adjusted salary shall not exceed the maximum academic base salary of the faculty rank held by the individual.

H. Compensation for Additional Services

The University may pay additional compensation to individual members of the bargaining unit for bona fide services which are substantially over and above those normally assigned to individual members of the bargaining unit. It is not intended that such additional compensation be: (1) a substitute for negotiated across-the-board increases or increments; (2) funded with monies budgeted by the University for across-the-board salary increases and increments; (3) paid for meritorious services or to match outside salary offers. This provision shall not apply to the faculty practice or patient care component of salary or to responsibilities attributable to faculty practice or patient care activities of bargaining unit members.

In order for the University to pay additional compensation to members of the bargaining unit pursuant to this provision, the departmental Chairperson, the library director, or the assistant or associate dean shall make a proposal to the Dean of the school or the University Librarian. The proposal shall include the following information:

1. The justification for additional compensation, demonstrating that it is being paid for bona fide additional services which are substantially over and above those normally assigned to individual members of the bargaining unit;
2. The amount of the additional compensation and the time for which the compensation is proposed. If the additional compensation is for continuing responsibilities, the Dean must consider a proposal for additional compensation for each academic year in which it will be paid; and
3. The source of funds.

If the Dean approves the proposal to pay additional compensation pursuant to this provision, he or she shall forward the proposal to the Senior Vice President Health Sciences with any additional information that the Dean feels is appropriate. The Senior Vice President shall review the proposal and approve or disapprove it. If the proposal is approved, the Senior Vice President shall forward it to the Association along with notice that it has been approved. If the Senior Vice President has reasons for approval of the proposal in addition to those contained in the original proposal or substitutes his or her own reasons, the Senior Vice President shall make such additional or substituted reasons known to the Association in writing.

The decision of a Chair, library director, or assistant or associate dean not to propose a member of the bargaining unit for additional compensation pursuant to this paragraph or of the Dean or Senior Vice President Health Sciences to deny a request for such additional compensation shall be final and shall not be grievable under this Agreement. The decision of the Senior Vice President Health Sciences to approve a proposal to pay additional compensation pursuant to this provision may be grieved only by the Association, not by individual members of the bargaining unit.

I. Determination of Salaries for Administrators who Return to the Faculty

When an administrator returns to the faculty and becomes a unit member, her or his academic base salary shall be determined as follows. A unique salary shall be created for this purpose, the minimum of which shall be the minimum of the applicable faculty-rank range. The Dean shall determine the salary based upon the following criteria: quality of administrative performance; length of service (including length of service at the University); consideration of the increase or diminution of responsibilities that will result from the transfer; and any other special circumstances.

- J. On or before November 1, 2024, the University shall implement that portion of the President's June 30, 2022 memorandum to Provost Anthony Lowman, which provides that, "the remainder of this salary adjustment will be contingent on successful implementation of the following changes, many of which were recommended by the Committee explicitly to bring about greater alignment between the AFT and AAUP Librarians." The changes to be implemented by

November 1, 2024 are 1) the standardization of the rank-level expectations for AAUP Librarians , including years of professional experience and/or addition education, and rank-appropriate duties; 2) alignment of current AAUP Librarian job descriptions with these standards; and 3) implementation of a regular evaluation process for AAUP Librarians to be managed by the Associate Provost for Library Information Services. If any necessary salary adjustments are made, they will be pursuant to the parameters of the June 30, 2022 memorandum.

K. Committee to Study SOM Librarian Compensation

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.

6. 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.

L. Professional Development

Effective July 1, 2024, \$2,000 shall be allotted each fiscal year, or the amount allotted by a department or unit as of July 1, 2023, whichever is greater, to be used to reimburse each unit member for the following professional development expenditures:

- Professional society meeting as a Presenter
- Professional society meeting as an Attendee
- Professional society membership dues
- Research publication fees
- Purchase of educational material and/or subscribe to journals not available through Rowan SOM
- Other, such as attendance at special courses, statistical support, etc., with approval of the department chair
- Maintenance of certification

Employees seeking reimbursement shall follow department approval processes and University reimbursement processes/procedures. Employees seeking reimbursement for graded coursework must provide proof of a grade of C or better.

In addition to professional development payments, the University shall reimburse a faculty member's hospital privileges and/or NJ medical license costs and/or CDS license that the University deems are required for the member's performance of his/her duties. The employee must submit proof of payment prior to reimbursement in accordance with department procedures.

M. Clinical and Research Incentives

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

ARTICLE IX

FRINGE BENEFITS

Any fringe benefits uniformly affecting all employees in the unit in effect on the date of this Agreement shall remain in effect except to the extent they are modified by the terms of this Agreement. Should changes in any of the programs defined herein be effected by legislation during the term of this Agreement, all such changes appropriate to the members of this unit shall be made and implemented in accordance with the provisions of such legislation.

The identified benefits are:

A. Vacation

1. Full-time (12-month) bargaining unit members (with the exception of librarians) are entitled to vacation of one (1) month (22 working days) each year of service. Full-time (12-month) bargaining unit members (with the exception of librarians) are entitled to vacation of twenty five (25) working days per year upon the commencement of the twenty-first year of service.
2. Vacation accrued in any fiscal year must be taken by the close of the following fiscal year or be forfeited.
3. In instances where bargaining unit members (with the exception of librarians) are permanently employed at half-time or more, but less than full-time, or where service is for less than a full year (first and last years of employment), the following conversion formula determines accrued vacation days: Vacation days = percent of appointment times percent of year employed times annual rate.

B. Holidays for Faculty Unit Members

Faculty unit members shall be allowed four (4) float holidays, to be scheduled in conjunction with department Chairs. Such unit members shall be entitled to the following holidays: New Year's Day, Martin Luther King's Birthday, Good Friday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, day after Thanksgiving and Christmas.

C. Health , Drug & Dental Benefits

Bargaining unit members are eligible for benefits pursuant to the State Health Benefits Program, including, but not limited to, Health, Drug and Dental benefits, in conformance with the requirements of P.L. 2011, c. 78. 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.

All eligible bargaining unit members shall be enrolled in the Alternate Benefit Plan. The Alternate Benefit Plan is administered by the New Jersey Division of Pensions, is subject to appropriate legislation, and has three (3) elements:

- a. Retirement Annuity Plan
- b. Group Life Insurance Plan
- c. Disability Insurance Plan

D. Deferred Compensation Plan

The University shall continue to permit eligible employees to participate in the Deferred Compensation Plan so long as the State maintains the plan.

Employees who participate may voluntarily authorize deferment of a portion of their earned base salary so that the funds deferred can be placed in an Internal Revenue Service approved Federal Income Tax exempt investment plan. The deferred income so invested and the interest or other income return on the investment are intended to be exempt from current Federal Income Taxation until the individual employee withdraws or otherwise receives such funds as provided in the plan.

It is understood that the State shall be solely responsible for the administration of the plan and the determination of policies, conditions and regulations governing its implementation and use.

The University shall provide literature describing the plan as well as a required enrollment or other forms to all employees when the plan has been established.

It is further understood that the maximum amount of deferrable income is determined by applicable Federal laws and IRS regulations. Faculty may consult the Human Resources Offices on their respective campuses before making a final decision on this program.

E. Worker's Compensation

Any unit member disabled because of a job-related injury shall, if approved by Risk and Claims Management, be granted a leave of absence. Payment during such leave shall be made in accordance with the New Jersey Workers' Compensation Act, except that, in cases where the physical injury arises out of the course of the performance of assigned job duties and functions, payment shall be 70% of salary.

If not approved by Risk and Claims Management, application may be made to use sick leave, if available, and then application may be made for a medical leave of absence under University Policy.

F. Other

1. The University provides Worker's Compensation Benefits and Social Security Benefits to all eligible bargaining unit members.
2. Comprehensive information on all fringe benefits programs shall be available in each campus Human Resources Office.
3. Upon the request of the Association, the University shall provide informational programs and presentations regarding fringe benefits.
4. The University agrees to provide information to the Association regarding fees for any childcare programs it establishes.

G. Holiday, Vacation and Leaves for Librarian Unit Members

1. Holidays
 - a. Holiday Designations

All full-time librarian unit members will be entitled annually to the following holidays and part-time librarian unit members will have the holidays pro-rated based on the number of hours they were hired to work per pay period: New Year's Day, Martin Luther King's Birthday, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, day after Thanksgiving and Christmas. Seven (7) float holidays will be issued to those full- and part-time librarian unit members who were in active pay status as of January 1 of each year.

All librarian unit members hired or returning from unpaid leaves of absence between January 2 and July 1 of any year, will be credited with **three (3)**-float holidays within one full pay cycle after July 1. No float holidays will be credited for individuals hired or returning from leave of absence between July 2 and December 31. (Individuals returning from leave between January 2 and July 1 will receive only **three (3)**-float holidays if they did not already receive float holidays for that particular year.)

Except in the case of an emergency, a request for a float holiday must be submitted to the librarian unit member's supervisor for review and approved at least five (5) days in advance of its intended use. Float holidays may be used for emergencies, personal matters, observation of religious or other days of celebration (but not officially recognized University holidays).

Supervisors shall have the right to require proof of an emergency. The University agrees that such proof shall be kept confidential. Failure of

a librarian unit member to supply such proof shall result in a salary deletion for the day(s) and appropriate disciplinary action may be taken if warranted.

The librarian unit member shall meet with his/her supervisor to schedule a mutually agreeable date for use of the float holiday during the calendar year.

b. Holiday Entitlement

If a holiday falls during a librarian unit member's vacation, the day will be observed as a holiday and vacation time will not be charged for the day.

If a holiday falls on a librarian unit member's day off, he/she will receive a compensatory day off for the holiday. The compensatory day for the holiday may not be used prior to the date the actual holiday is observed. The librarian unit member and his/her supervisor shall schedule the compensatory time off for the holiday within a sixty (60) calendar day period after the date the actual holiday is observed.

The University shall have the right, at its sole discretion, to require any librarian unit member to work on the holidays specified herein. The University agrees to assign holidays off on an equitable and rotational basis. Librarian unit members who are required to work on a holiday shall be credited with one (1) day of compensatory time. The librarian unit member and his/her supervisor shall schedule the compensatory time off within a sixty (60) calendar day period after the date of the holiday worked.

2. Vacation

a. Vacation Amount

Vacation accruals for newly hired or rehired librarian unit members will commence upon the successful completion of the first ninety (90) days of employment and will be credited retroactively to the librarian unit member's date of hire or rehire.

Vacation time will accrue in each calendar year in accordance with the following schedule. The annual rate will change in the month when the librarian unit member reaches a service milestone if the librarian unit member's anniversary date is before the 16th of the month and will change effective the following month if the librarian unit member's anniversary date is the 16th of the month or after.

Vacation accruals are cumulative from one year to the next up to an amount equal to one (1) year of accruals. When unusual circumstances warrant an exception, amounts greater than one (1)

year can be carried over with approval from a librarian unit member's department head and the Campus Director of Human Resources.

b. Vacation Accruals

| <u>Length of Service</u> | <u>Accrual Rate Per Month</u> |
|--------------------------|-------------------------------|
| 0-10 yrs. | 1 ¼ days |
| 11-20 yrs. | 1 ⅔ days |
| 21 yrs. and greater | 2 ½ days |

A librarian unit member will be paid for vacation at the librarian's base rate of pay.

c. Vacation Entitlement

All regular part-time librarians who are included in this bargaining unit shall accrue vacation credit on a proportionate basis based upon the number of hours the librarian unit member is regularly scheduled to work.

Vacation credit shall not accrue while a librarian unit member is on an unpaid leave except that a librarian unit member will receive credit for the month the leave commenced provided the leave commenced on or after the 16th and will receive credit for the month he/she returns from leave provided the librarian unit member returns on or prior to the 15th of the month.

A librarian unit member who has resigned with appropriate notice, or who has been discharged, except for cause, shall be entitled to vacation allowance of unused vacation time accrued within the time limit described previously, less any overdrawn sick time allotment except that a librarian unit member separated during the initial hire or rehire probationary period will not be entitled to such allowance.

If a librarian unit member dies having vacation credits accrued within the limits described previously, a sum of money equal to the compensation computed on said librarian unit member's base salary rate at the time of death shall be calculated and paid to the librarian unit member's estate less any overdrawn sick time allotment.

d. Vacation Scheduling

The vacation period will be the entire year. The librarian unit member will, subject to the University's operating requirements, have his/her choice of vacation time; it being recognized, however, that vacations must be scheduled by the University in a manner designed to ensure

the effective and efficient operation of the University, including staffing needs. No part of a librarian unit member's scheduled vacation may be charged to sick time.

A librarian unit member may carry a maximum of one (1) year of accrued vacation allowance forward into the next succeeding year.

By September 1st of each year, a librarian unit member's department head/designee will advise the librarian unit member of the number of vacation days remaining which must be used by the end of the calendar year or forfeited.

With approval, vacation time may be taken **in hourly increments, or** as single or multiple days, **or as** single or multiple weeks.

3. Sick Leave, Entitlement and Amount

Within thirty (30) days of ratification and approval of the Memorandum of Agreement, all librarian unit members will accrue sick leave on the basis of one (1) day per month.

Sick pay accruals are cumulative from one year to the next.

Paid sick time can be used for up to thirty four (34) weeks.

Once either all sick time is used or thirty four (34) weeks paid sick time expires, librarian unit members may apply for up to an eighteen (18) week medical leave of absence. Librarian unit members who have applied for medical leave of absence after the expiration of thirty four (34) weeks of paid sick time shall be able to use any remaining sick time accruals to be paid during the medical leave of absence. The total amount of paid plus unpaid time that a librarian bargaining unit member may be continuously out of work cannot exceed fifty two (52) weeks.

Librarian unit members with five (5) or more years of service will be eligible for an emergency advance of up to one (1) year's equivalent of sick leave under the following circumstances.

- a. At least twenty (20) days have been or will have been continuously used for the same emergency immediately before any of the advanced days. These days must have been used to cover absences for illness.
- b. The librarian unit member has not been the subject of a written warning, suspension or any other discipline for attendance within the previous year. All evaluations over the last two (2) years must have been satisfactory.
- c. The application for the advance must be approved by the Department

Head and accompanied by documentation of the illness.

- d. The application must also be approved by the Campus Human Resource Director or his/her designee.
- e. The approval/disapproval of the application for the emergency advance of sick leave is grievable up to Step I of the Grievance Procedure. The decision of the University Librarian is final and not subject to arbitration.

4. Sick Leave Notice and Pay

A librarian unit member will be paid for sick leave at the librarian's base rate of pay.

Librarian unit members are required to comply with the department call-in procedure. If the illness extends beyond one (1) day, the librarian unit member must continue to call in ill each day unless he/she has already indicated to the supervisor an expected return date. If the illness extends beyond the expected return date the librarian must call in with a new expected return date.

Librarian unit members taken ill while on duty and who leave their work area with their supervisor's permission shall be paid for the authorized time spent on the employer's premises and may use accrued sick leave if they desire payment for the balance of the work shift. Librarian unit members may be excused without seeking medical attention at the University by their supervisor.

Whenever a librarian unit member retires, except a librarian unit member who elects deferred retirement, pursuant to the provisions of a state administered retirement system and has to his/her credit any accrued sick leave, he/she shall be compensated for such accrued sick leave as follows: The supplemental compensation amount payment shall be computed at the rate of one-half ($\frac{1}{2}$) of the eligible employee's daily rate of pay for each day of unused accumulated sick pay accruals based upon the average annual base rate of compensation received during the last year of his/her employment prior to the effective date of his/her retirement provided however that no lump sum supplemental compensation payment shall exceed fifteen thousand (\$15,000.00) dollars.

The compensation shall be paid in accordance with the State rules then applying.

5. Leave for Death or Serious Illness in Immediate Family

At the time of a death of a family member, up to four (4) consecutive work calendar days off with pay will be granted to librarian unit members provided they are scheduled to work those days, and provided sick pay or other paid

leave is accumulated to the credit of the librarian, and is so charged.

Members of the family are defined as spouse, children, parents, brothers or sisters, parents-in-law or other relative, or significant other, grandchild, or grandparent.

In cases where the death of a brother-in-law, sister-in-law, aunt or uncle, niece or nephew occurs, up to one (1) calendar day off with pay will be granted to attend the funeral services, provided sick pay or other paid leave is accumulated to the credit of the librarian unit member, and is so charged.

A short period of emergency attendance upon a member of the librarian unit member's immediate family who is seriously ill and requiring the presence of such employee may be granted in accordance with University policy and the Family Leave Act.

6. Jury Duty

a. Jury Duty Leave Amount

Librarian unit members shall be granted necessary time off, at the librarian unit member's base rate of pay, when he/she is summoned and performs jury duty as prescribed by applicable law and provided the librarian unit member was scheduled to work on the day(s). In no case will jury duty be granted or credited for more than the standard work day or work week for the librarian unit member. The receipt of a notice to report for jury duty must be reported immediately to the librarian unit member's supervisor.

b. Jury Duty Leave Procedure

The librarian unit member shall notify his/her supervisor immediately of his/her requirement for this leave, and subsequently furnish evidence that he/she performed the duty for which the leave was requested.

If jury duty is canceled on a day the librarian unit member would have worked, the librarian unit member must immediately notify his/her supervisor and may be required by the supervisor to report to work.

7. Court Appearance

Librarian unit members shall be granted necessary time off, at the librarian unit member's base rate of pay, when he or she is summoned to testify at depositions or in court, on any matter arising within the librarian unit member's scope of employment at the University. The librarian unit member shall immediately report receipt of any subpoena or court order related to their employment at the University to the University's Office of Legal Management and to his or her supervisor.

8. Leave of Absence, Limitations

All leaves as described above must be taken at the time of the related occurrence or shall be waived. Librarian unit members will be terminated for obtaining leave by false pretense or for failing to return from a leave in accordance with University policy.

9. Meal Periods

Librarian unit members shall be granted an unpaid meal period as per current practice.

10. Leaves of Absence for Librarian Unit Members

a. Basis and Amount:

| <u>Type of Leave</u> | <u>Maximum Length</u> |
|--|--|
| Medical Leave (after use of accumulated sick time) | 18 weeks |
| Military | In accordance with state and federal statute |
| Family | As per current University Policy |
| Academic | 6 months |
| Personal | 1 month |

b. Procedure:

(1) Medical Leave:

Except for reasons of health and safety or inability to perform the job, a pregnant employee shall be permitted to work. Medical leaves of absence due to maternity shall be treated the same as other medical leaves.

A medical leave shall be granted upon presentation of a letter to the supervisor from the employee's personal physician which must state when the employee's inability to work commenced, nature of the illness or injury and expected date the employee will be able to return to work. The University may, at its cost, have the employee requesting a medical leave examined by a physician of the University's choosing as a condition of granting, continuing or extending a medical leave of absence.

An unpaid medical leave of absence will commence after all accumulated sick time has been exhausted. An unpaid medical leave may be granted up to a maximum of eighteen (18) weeks after paid sick time has been exhausted or thirty four (34) weeks of paid sick time has been used.

Upon return from leave, the employee must present to his/her supervisor documentation from the employee's personal physician indicating the date the employee has been cleared to return to work, and that the employee is able to return to work without restriction.

(2) Military Leave:

Military leave will be governed by applicable State and Federal Statute.

(3) Family Leave:

As per current University policy.

(4) Personal Leave:

In certain circumstances employees may be permitted to take an unpaid personal leave of absence from their positions with the University. Such leaves may be applied for and are available to regular Full Time and Part Time employees working twenty (20) or more hours per week provided they have completed six (6) months of continuous service.

Requests for personal leaves must be accompanied by the reason for the leave and duration and must be submitted in writing to the employee's supervisor along with any supporting documentation.

Such request must be submitted at least two (2) weeks in advance of the starting date for the leave except in the case of a bona fide emergency. Supervisors shall have the right to require proof of an emergency as a condition for approval.

The maximum length of a personal leave is one (1) month.

(5) Return from Leave:

The University shall place a librarian unit member returning from an unpaid leave of eighteen (18) weeks or less in his/her prior position, or if such position is unavailable, in an equivalent position. A librarian unit member who fails to return from leave within five (5) days from his/her scheduled date of return and

without securing permission from his/her supervisor to extend such leave, shall be discharged.

A librarian unit member who has utilized the maximum length of leave and who is unable to return at that time shall resign in good standing or in the alternative will be terminated for being unable to return from leave.

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.
- b. Bumping into a position at the RowanSOM library.

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.

Librarian unit members affected by a layoff may exercise bumping rights within their job title within the RowanSOM library. 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 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.

D. Attendance Control Policy for Librarian Unit Members

Librarian Unit Members shall be subject to the University Attendance Control Policy and any revisions thereto.

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.

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.

ARTICLE XII

PROFESSIONAL DEVELOPMENT

- A. The University shall undertake a good faith effort to achieve comparable standards of professional development at all units of the University. Nothing in this provision shall be construed to reduce the overall standards of professional development at any of the units; nor shall anything in this provision be construed to relieve members of the bargaining unit at any of the units of their full academic and other University responsibilities. Professional development shall not be used for justification of remunerative employment outside the University.
- B. All bargaining unit members employed less than full-time shall consult with their department Chairperson or campus library director prior to undertaking professional development activities.

ARTICLE XIII

RETIREMENT

Conditions of retirement are set forth in the statutes governing the Teachers' Pension and Annuity Fund, the Alternate Benefit Plan, or the Public Employees Retirement System, as may apply.

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.

ARTICLE XV

DURATION OF THE AGREEMENT

This Agreement shall remain in full force and effect from the effective date through June 30, 2023. The Agreement shall automatically be renewed from year to year thereafter, unless either party shall give to the other party written notice of its desire to terminate, modify or amend this Agreement. Such notice shall be given to the other party in writing no later than September 30, 2022, or September 30 of any subsequent year for which this Agreement was automatically renewed.

Official notice to the University will be made by addressing the Director, State of New Jersey, Office of Employee Relations, 240 West State Street, Trenton, New Jersey 08608. Official notice to the Association will be made by addressing the President of the Association.

ARTICLE XVI

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 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.
- E. 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.

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.

ARTICLE XVIII

CONFORMITY TO LAW

- A. This Agreement is subject in all respects to the laws of the United States and the State of New Jersey. In the event that any provision of this Agreement shall at any time be held to be contrary to law, such provision shall be void and inoperative. All other provisions of this Agreement shall continue in effect.
- B. It is understood and agreed that any provision of this Agreement which requires amendment to existing law or the appropriation of funds for its implementation shall take effect only after the necessary legislative action.
- C. The Association agrees that, in the event any provision of this Agreement would inhibit Federal funding, it would be willing to reopen negotiations with respect to a substitute for the affected provision to the extent permitted by law.

ARTICLE XIX

PATENT POLICY

Employees shall be subject to the University Patent Policy and any revisions thereto.

ARTICLE XX

RULES GOVERNING WORKING CONDITIONS

This Agreement incorporates the entire understanding of the parties on all matters which were the subject of negotiations. Except as otherwise provided, during the term of this Agreement neither party shall be required to negotiate with respect to any such matter except that proposed new rules or modifications of existing rules involving terms and conditions of employment, whether in the Bylaws or elsewhere, shall be presented to the Association and negotiated upon the request of the Association as may be required pursuant to the New Jersey Employer-Employee Relations Act, N.J.S.A. 34:13S-1 *et seq.*, as amended.

ARTICLE XXI

REDUCTION IN FORCE OF TENURED FACULTY UNIT MEMBERS

The parties recognize and will conform to applicable law if a fiscal exigency occurs. The University has no intention to, nor will it, use fiscal exigency as a subterfuge for the layoff of tenured faculty unit members.

A faculty unit member whose department is restructured in a reorganization shall retain his/her tenure rights and seniority in the appropriate recognized department to which his or her functions have been reassigned.

Within a given discipline and department, tenured faculty unit members with fewer years of full-time service and untenured faculty unit members shall be separated before tenured unit members with more years of full-time service.

Whenever, in the judgment of the University, there exists a need for a reduction in force which affects tenured faculty unit members or faculty unit members with term contracts, the President or his/her designee shall, as far in advance as possible, meet and consult with the Association. At a meeting with the Association, the nature of the problem will be presented and potential solutions will be discussed.

ARTICLE XXII

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
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, 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.

ARTICLE XXIII

MULTI-YEAR CONTRACTS FOR CLINICAL EDUCATORS

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

- 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 thirty percent (30%) of such Clinical Educators on one-year contracts.
- 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 thirty percent (30%) of such Clinical Educators on one-year contracts.
- C. Notwithstanding anything to the contrary in this Article XXIV, 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.

ARTICLE XXIV

TERMINATION FOR CAUSE

Except as provided for in Article XXIV, Section C, medical faculty who are unit members and who are tenured or under a term contract shall not be removed or suspended for a period of more than thirty (30) days except for the reasons and pursuant to the procedures in this Article.

A. Grounds

The following may constitute grounds for removal or suspension:

1. failure to perform the duties of the position effectively;
2. misconduct;
3. conduct unbecoming a member of the faculty of the University;
4. physical or mental incapacity to perform the duties of the position; and
5. serious violation of School or University policies and procedures or other codifications governing faculty conduct.

B. Initiation

The Dean, or the Dean's designee, shall initiate a proceeding by providing notice to the unit member setting forth all the charges pending against the unit member. The Senior Vice President Health Sciences, or the Senior Vice President's designee, shall meet with the unit member to ascertain the validity of the charges and shall provide the unit member the opportunity to respond to the charges. The unit member shall be entitled to representation by the Association at such meeting. If the discipline is initiated by the Senior Vice President, the President shall conduct the meeting to ascertain the validity of the charges. Within ten days of the meeting, the Senior Vice President, any designee or the President shall notify the unit member, with a copy to the Association, both to be sent by express and certified mail, of the disposition of the charges and the intended discipline.

C. Appeal

Within thirty (30) calendar days of receipt of the notice of intended discipline, the unit member or Association may seek binding arbitration in accordance with the Public Employment Relations Commission's (PERC's) rules by giving notice to that effect to the Senior Vice President and to PERC, with a copy to the Vice President for Human Resources. The arbitrator will be from a panel agreed upon by the parties or designated through PERC's procedures. Notice of an intention to seek arbitration shall ordinarily stay the intended discipline. If such notice is not filed within thirty (30) calendar days of receipt of the notice of intended discipline, the unit member shall have waived the right to arbitration, and the intended discipline shall be final and

binding.

D. Hearing

At the hearing, the unit member may be represented by the Association or a legal representative of his/her own choosing. A representative of the Association may attend the hearing. The burden of proving all charges by a preponderance of the credible evidence shall be on the University. The arbitrator shall determine whether the charges are valid and constitute just cause for discipline, and, if so, shall prescribe a penalty. The arbitrator's decision shall be final and binding on the University, the Association and the unit member. The parties shall request that the arbitrator render a decision within thirty (30) days after the close of the hearing, unless the parties agree to request a longer time.

In no event shall the arbitrator's decision have the effect of adding to, subtracting from, modifying or amending the Agreement, the University's Bylaws, or any other University policies or procedures.

Any costs resulting from the arbitration shall be shared equally by the parties to the arbitration.

ARTICLE XXV

NOTICE OF NON-REAPPOINTMENT

, Written notice that a term appointment is not to be renewed upon expiration is to be given to the appointee by the University as soon as possible and not less than: a) four months prior to the expiration of a one-year appointment; b) six months prior to the expiration of a two-year appointment; and c) twelve months prior to the expiration of an appointment longer than two years as computed from the anniversary date.

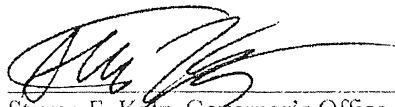
The University shall follow any University and/or applicable school bylaws and policies when deciding to reappoint or non-reappoint a faculty member. Grievances related to reappointment are subject to the parameters of Article V sections B.1 and E.

In the event that any faculty member on a term appointment voluntarily wishes to separate his/her employment, s/he shall provide the University not less than 90 days written notice of his/her intent to do so, unless there is a hardship (in which case a meeting shall be held among the faculty member, the Association and University Administration within seven calendar days of said request to address the hardship).

IN WITNESS WHEREOF, the State and the Association have caused this Agreement to be signed by their duly authorized representatives as of this-12th day of September 2024.

DATED:

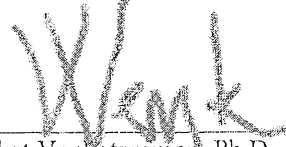
FOR THE STATE OF NEW JERSEY



Steven E. Katz, Governor's Office
Employee Relations

DATED:

**FOR THE COUNCIL OF
CHAPTERS OF THE AMERICAN
ASSOCIATION OF UNIVERSITY
PROFESSORS**

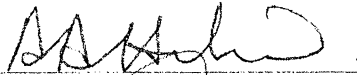


Venkat Venkataraman, Ph.D.
Chief Negotiator



Diomedes Tsitouras,
Executive Director

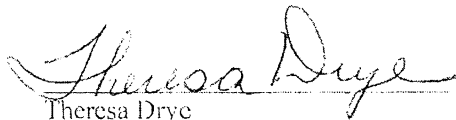
FOR ROWAN UNIVERSITY:



Ali A. Houshmand, PhD
President



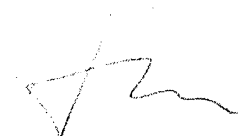
Richard T. Jermyn, DO
Dean, Rowan-Virtua School of Osteopathic
Medicine



Theresa Drye
Vice President of Human Resources, Chief
Human Resource Officer



Keith Burkhardt
Senior Director of Human Resources,
Rowan University



Henry Oh, Associate Vice President for
Human Resources

APPENDIX A

MEDICAL FACULTY UNIT MEMBERS SALARY SCHEDULES EFFECTIVE FIRST FULL PAY PERIOD AFTER 7/1/2019

| <u>RANGE/TITLE</u> | | <u>MIN</u> | <u>MID</u> | <u>MAX</u> |
|----------------------------|------------------|------------|------------|------------|
| Instructor | | | | |
| F01 | Basic Science | 70,999.11 | 92,370.80 | 113,740.76 |
| F03 | Clinical Medical | 90,432.35 | 109,068.39 | 127,704.42 |
| Assistant Professor | | | | |
| F13 | Basic Science | 86,740.43 | 112,672.64 | 138,604.84 |
| F15 | Clinical Medical | 110,436.95 | 133,289.89 | 156,142.82 |
| Associate Professor | | | | |
| F25 | Basic Science | 102,889.52 | 133,729.32 | 164,569.13 |
| F27 | Clinical Medical | 131,079.87 | 158,207.43 | 185,335.00 |
| Professor | | | | |
| F37 | Basic Science | 119,916.42 | 155,862.69 | 191,807.89 |
| F39 | Clinical Medical | 152,763.10 | 184,335.30 | 215,907.50 |

APPENDIX B

LIBRARIAN UNIT MEMBERS SALARY SCHEDULES EFFECTIVE FIRST FULL PAY PERIOD AFTER 7/1/2019

| <u>RANGE/TITLE</u> | | <u>MIN</u> | <u>MID</u> | <u>MAX</u> |
|--------------------|---------------|------------|------------|------------|
| 23S | Librarian III | 62,509.30 | 78,133.42 | 93,757.54 |
| 26S | Librarian II | 72,365.13 | 90,453.73 | 108,541.27 |
| 28S | Librarian I | 79,786.39 | 99,728.99 | 119,671.57 |

APPENDIX C

ACADEMIC TITLES, ACADEMIC APPOINTMENTS AND TENURE

1. Academic Titles

- a. Full Academic Rank. All unit members on the medical faculty shall have the following titles: Instructor, Assistant Professor, Associate Professor and Professor, except as set forth in subsection b of this section.
- b. Qualified Academic Rank. Unit members who do not have full academic rank shall have titles preceded by the designations "Clinical," "Adjunct," or "Visiting," or titles of "Lecturer" or "Associate."

2. Academic Appointments

All appointments shall be either on a tenure or a non-tenure track.

- a. Tenure Track Appointments. Initial appointments on the tenure track shall be at least three years, and reappointments shall be at least two years, except that reappointments after the ninth year on the tenure track may be for one year.
- b. Non-Tenure Track Appointments at Full Academic Rank. Non-tenure track appointments and reappointments shall be for terms of not less than one (1) and not more than five (5) years, subject, in the case of faculty on clinical non-tenure tracks, to the requirements of Article XXIV of the Agreement.
- c. Non-Tenure Track Appointments at Qualified Academic Rank. Appointments to qualified academic rank may be made for a period of one year or less except that none shall continue beyond the close of the current academic year. Such appointments may be renewed for successive terms of one year or less upon recommendation of the Chair of the department. Appointments to qualified academic rank may not carry tenure and they may not be made without limitation of term. Service in a qualified academic rank shall not be counted as time accumulated toward tenure.

3. Tenure

Tenure may be granted when merited upon or at any time following appointment or promotion to the rank of associate professor or professor in accordance with the criteria and procedures set forth in the Bylaws for the Governance of the University in effect at the time of the tenure appointment. Appointments, reappointments, or promotions to the ranks of assistant professor, associate professor or professor may be made on either the tenure track or the non-tenure track, or, in the case of associate professor and professor, with tenure. Assistant professors appointed to the tenure track and

who remain on the tenure track shall have a formal review for tenure by their department Chairs no later than the tenth year after the appointment to the tenure track. Such review shall not preclude continuation in a tenure-track appointment.



UMDNJ, New Jersey's University of the Health Sciences

Office of the Associate Vice President
for Academic Administration
Phone: (201) 982-5455
Fax: (201) 982-5320

118 Administration Complex
30 Bergen Street
University Heights
Newark, NJ 07107-3000

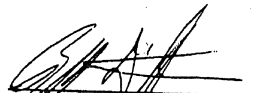
December 9, 1994

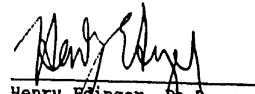
SIDE LETTER OF AGREEMENT
PATIENT CARE SUPPLEMENTS

The University agrees that in letters of appointment to faculty who will receive patient care supplements as part of their salaries, the amount of the patient care supplement will be specified along with information that such supplements are not subject to the across-the-board salary increases specified in Article VIII, Section 1 of the Agreement.

FOR THE UNIVERSITY:

FOR THE ASSOCIATION:


Robert D'Augustine


Henry Edinger, Ph.D.

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.

DATED:

DATED:

FOR ROWAN UNIVERSITY

FOR THE COUNCIL OF CHAPTERS OF
THE AMERICAN ASSOCIATION OF
UNIVERSITY PROFESSORS

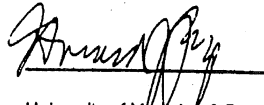
Theresa Drye
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Executive Director

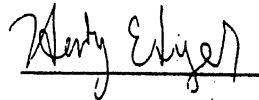
SIDE LETTER OF AGREEMENT

SALARY CAPS

The University and the Association agree that, if the State reinstitutes salary caps, the procedure for exemptions from the salary cap contained in Article VIII, Section 7 of the Agreement between the University and the Association covering the period July 1, 1992 through June 30, 1995 shall be reinstituted and the provision itself shall be considered to be a part of the Agreement.



University of Medicine & Dentistry
of New Jersey



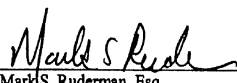
The Council of Chapters of the American
Association of University Professors


SIDE LETTER OF AGREEMENT
FACULTY PRACTICE/PATIENT SERVICES SALARY COMPONENTS
AND ACADEMIC BASE SLARY

The University agrees not to substitute either faculty practice or patient service salary components for any increase to academic base salary provided for in this Agreement. The University represents that, to the best of its knowledge, there are no other non-negotiated components of faculty salary.

FOR THE UNIVERSITY:

FOR THE ASSOCIATION:


Mark S. Ruderman, Esq.
Chief Negotiator
1/2/02
Date


Anthony V. Boccabella, Ph.D.
Chief Negotiator
1/2/2002
Date

**Rowan University Virtua School of Osteopathic Medicine and AAUP-BHSNJ
Collective Negotiations Agreement**

SIDE LETTER

Physical Examinations for Librarian Unit Members

The Parties agreed to remove Article IX, Section G of the CBA, requiring librarians to undergo a physical examination at the time of employment and when required by the University. This agreement was made with the understanding that the University reserves its rights to submit employees for physical examinations related to fitness-for-duty, IME, and other examinations related to the ability of the librarian to perform their job duties when appropriate.

