

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO
Locals 5089 and 5094
November 29, 2016

MEMORANDUM OF AGREEMENT

between

THE STATE OF NEW JERSEY/ROWAN UNIVERSITY

and

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO LOCALS 5089 AND 5094

This constitutes the Memorandum of Agreement made and entered this 29 day of November 2016, by and between the State of New Jersey/Rowan University and the Health Professionals and Allied Employees, AFT/AFL-CIO Locals 5089 and 5094 ("HPAE").

It is understood and agreed that the collective negotiations agreement covering the employees represented by the HPAE Local 5094 that was in effect from June 1, 2010 through September 30, 2014 (the "Agreement") is hereby renewed for the term of October 1, 2014 through June 30, 2018 except as modified by the following Tentative Agreements reached between the Parties enumerated below and attached hereto:

1. All Articles – Replace UMDNJ with Rowan University
2. All Articles – Clean-up references to employees and staff members to ensure that language applicable to just HPAE Local 5089 members just applies to those members and language applicable to just HPAE Local 5094 members just applies to those members
3. All Articles – Renumber Articles to account for the addition or deletion of Articles
4. Preamble
5. Article 1: Agreement Scope
6. Article 2.03: Transmission of Dues
7. Article 2.05: Union Representatives, Rights and Limitations
8. Article 2.06: Union Bulletin Boards and Mail
9. Article 2.07: Union Business
10. Article 2.08: Information and Data
11. Article 3.0_: Non-Nursing Services (New)
12. Article 3.02: Work Outside of Job Classification
13. Article 3.03: Promotions and Transfers
14. Article 3.04: Reassignment
15. Article 3.05: Evaluations
16. Article 3.0_: Staff Development Programs (New)
17. Article 4.01: Classification

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November 23, 2016

18. Article 4.03: Regular Part Time Staff Member
19. Article 4.0_: Per Diem Employee — Registered Nurses Only (New)
20. Article 4.07: Seniority [A. *Accrual*]
21. Article 4.07: Seniority [C. *Layoff*, 1. Bumping and Vacancies]
22. Article 4.07: Seniority [C. *Layoff*, 2. Specialized Categories of Employees,
5. Continuity of Services]
23. Article 5.02: Normal Workweek
24. Article 5.06: Staffing — State of Emergency Policy
25. Article 6.03: Pay Period
26. Article 7.02: Holiday Designation
27. Article 7.06: Vacation Amount and Accruals
28. Article 7.10: Sick Leave; Entitlement and Amount
29. Article 7.11: Sick Leave; Notice and Pay
30. Article 7.12: Leave for Death or Serious Illness in Immediate Family
31. Article 7.15: Court Appearance
32. Article 8.01: Basis and Amount
33. Article 8.02: Procedure
34. Article 9.01: State Health Benefits Program
35. Article 9.02: Contributions Towards Health and Prescription Benefits
36. Article 9.03: Dental Plan
37. Article 9.04: Life Insurance Program
38. Article 9.05: Pension
39. Article 9.06: Untitled (New)
40. Article 9.07: Health Insurance in Retirement (New)
41. Article 10.03: Shift Differential
42. Article 10.05: Continuing Education
43. Article 10.06: Tuition Refund
44. Article 10.0_: Education Differential for Registered Professional Nurses
(New)
45. Article 10.08: On-Call
46. Article 10.09: Charge Differential
47. Article 10.11: Cell Phone
48. Article 11.02: Employer Obligation
49. Article 14.01: Definition
50. Article 14.02: Grievance Procedure
51. Article 15: Non-Discrimination
52. Article 17: Sub-Contracting Services
53. Article 19: Labor-Management Committee
54. Article 20: Wages

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO
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- 55. Article 21: Effective Date and Duration
- 56. Appendix A: List of University Operating Units
- 57. Appendix _: Scale WS Guidelines (New)
- 58. Appendix _: WS Scale (New)
- 59. Appendix _: WK Salary Table
- 60. Appendix _: WL Salary Table (New)
- 61. Appendix _: WU Scale (New)
- 62. May 17, 2000 Letter Regarding Bumping Rights
- 63. Letter Regarding Vacation Carryover (Delete)
- 64. Letter Regarding Veterans' Day (Delete)
- 65. November 5, 2011 Letter Regarding Exempt Employees (Delete)
- 66. November 5, 2011 Letter Regarding Hiring and Promotional Opportunities for Internal Candidates (Delete)
- 67. November 5, 2011 Letter Regarding Helpline (Delete)
- 68. November 5, 2011 Letter Regarding Job Series (Delete)
- 69. November 5, 2011 Letter Regarding Research Staff Issues (Delete)
- 70. November 5, 2011 Letter Regarding Inclement Weather Policy (Delete)
- 71. HPAE and Rowan University Joint Negotiations Agreement

Any language in the Parties' June 1, 2010 through September 30, 2014 Agreement not expressly modified by the attached initialed agreements will remain unchanged in the Parties' October 1, 2014 through June 30, 2018 Agreement, except to the extent that minor changes may need to be made because of changes to other provisions. Additionally, no language in the collective negotiations agreement covering the employees represented by the HPAE Local 5089 that was in effect from June 1, 2010 through September 30, 2014 will remain.

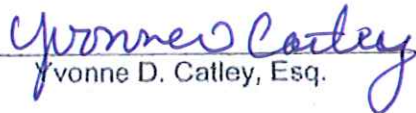
This Memorandum of Agreement is subject to ratification by the HPAE's membership and approval by the Governor of the State of New Jersey.

All other proposals, not listed above, submitted by either Party during the course of these negotiations are deemed withdrawn and without effect.

Tentative Approval on Behalf of:

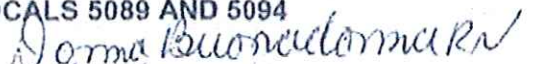

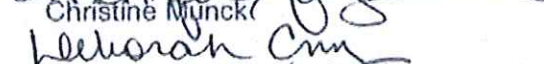

THE STATE OF NEW JERSEY/ROWAN
UNIVERSITY

By:


Yvonne D. Catley, Esq.

HEALTH PROFESSIONALS AND
ALLIED EMPLOYEES, AFT/AFL-CIO
LOCALS 5089 AND 5094

By:



Christine Munck



Negotiations between Rowan University -- SOM and HPAE Local 5094 and 5089
Tentative Agreements
July 30, 2015

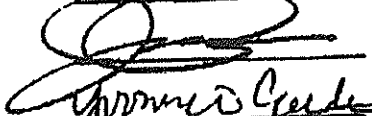
PREAMBLE

This Agreement is effective October 1, 2014, and is made between the State of New Jersey, as the negotiations representative on behalf of Rowan University -- School of Osteopathic Medicine ("the University") and the Health Professionals and Allied Employees, AFT, AFL/CIO, 110 Kinderkamack Road, Emerson, New Jersey, 07630 (hereinafter called the "Union").



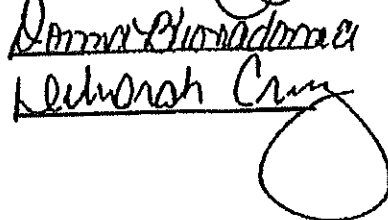
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[Note: all other references to "University of Medicine and Dentistry of New Jersey" will be changed to "Rowan University -- School of Osteopathic Medicine and/or "the State" as appropriate. All references to "UMDNJ" will be changed to "the University" unless otherwise stipulated in this agreement, as well as all other "clean-up" resulting from the transition from UMDNJ to the University].

Rowan SOM


Kenneth King

HPAE Local 5094/5089


Mary C. Koznick

Patricia Blumadonna

Deborah Cruz

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO,
Locals 5089 and 5094
Management Non-Economic Proposal
July 28, 2016

EX. 1


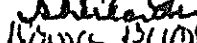
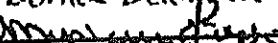
ARTICLE 1. AGREEMENT SCOPE

This Agreement covers non-supervisory, full and part-time professional staff members of the University who have satisfactorily completed their initial probationary period (referred to herein as "staff member") as specified by the Public Employment Relations Commission Certification, Docket No. RO-92-116, dated February 7, 1992 and as amended by the supplementary Agreement between the University and the Union, dated July 14, 1992 and registered nurses who have satisfactorily completed their initial probationary period, including graduate nurses, and regularly employed per diem nurses as specified by the Public Employment Relations Commission Certification Docket No. RO-89-121, dated September 17, 1990. Excluded are those job titles set forth in said certificate as not being represented by the Union herein.

DATED: July 28, 2016

DATED: July 28, 2016


Rowan University School of Osteopathic
Medicine



Deborah Blum, Secretary

Health Professionals and Allied
Employees, AFT/AFL-CIO Locals 5089
and 5094

Rowan University (SOM) and HPAE Local 5089 and 5094 Negotiations
July 28, 2016 Tentative Agreements

ARTICLE 2. UNION STATUS

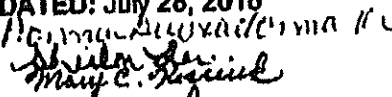
2.03 Transmission of Dues:

Dues or agency fees and initiation fees so deducted by the University shall, within ten (10) days of the date of deduction, be transmitted to the designated officer of the Union together with a list of employees included, ~~social security numbers, the amount deducted, hours worked, amount of HPAE dues, amount of AFT dues, COPE deductions, termination date, gross pay, employee identification numbers, and all currently provided information (excluding Social Security Numbers, which will be phased out)~~ Once dues are transmitted to the Union, their disposition shall be the sole and exclusive responsibility of the Union. The Secretary of the Union shall certify to the University the amount of Union dues and shall notify the University of any changes in dues structure forty-five (45) days in advance of the requested date of such change. By July 1, 2007, this information shall be provided electronically in a readable format such as Excel format available on-line for access by designated union officers ~~On-line access will allow for information to be downloaded in Excel format~~

DATED: July 28, 2016


Yvonne C. [unclear]
Rowan University School of Osteopathic
Medicine

DATED: July 28, 2016


Mary C. [unclear]
Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO,
Locals 5089 and 5094
Management Proposal
June 3, 2016

EX. 6

ARTICLE 2. UNION STATUS

2.05 Union Representatives, Rights and Limitations:

The Union shall furnish the Assistant V.P. Labor Relations Director of Labor Relations in the Office of Human Resources or other designee of the University a list of all official Union representatives, 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.

~~The University will furnish the occupational title of every University staff member such as the Vice President and Chief Executive Officer of the hospital, Department Heads or subordinate level department supervisors or Human Resources representatives who have the authority from the University to be considered either the immediate supervisor of any bargaining unit staff member for oral or written complaint, or written grievance purposes, or who are otherwise empowered by the University to interpret or apply the terms and provisions of the Agreement on behalf of the University.~~

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.

~~It is agreed that the Union will appoint or elect up to one representative for each twenty-five (25) members of the bargaining unit, and up to five (5) officers employed by the University—each of whom Fifty (50) representatives and up to eight (8) officers who will be recognized by the University in their defined authority to act for the Union. The Union agrees that no more than nine (9) representatives will be authorized to represent the University Behavioral HealthCare (UBHC), with no more than two (2) such representatives at any UBHC building site.~~

The names of these representatives and officers will be provided to the Assistant V.P. Labor Relations Director of Labor Relations and the Director of Human Resources Services and updated within thirty (30) days of any change.

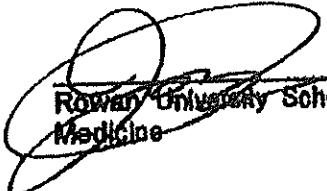
The University agrees that during working hours, on its premises and without loss of base pay, or when otherwise agreed upon, Union representatives previously designated and authorized to represent the Union and recognized by the University shall be allowed to:

- a) Represent staff members in the department/work unit.

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO,
Locals 5089 and 5094
Management Proposal
June 3, 2016

- b) Investigate a grievance, provided such investigation time will be limited to a maximum of one (1) hour and further provided here is no interruption of work activities. In emergency situations, these time limitations may be extended if approved by the Office of Labor Relations Human Resources or the supervisor on duty should the Office of Labor Relations Human Resources be closed.
- c) Post Union notices.
- d) Attend negotiating meetings (the number of representatives to be agreed upon between the Union and the University) if designated as a member of the negotiating team and scheduled to attend by the Union.
- e) Attend scheduled meetings with the University.
- f) Attend/conduct membership meetings limited to a maximum of one (1) hour. Any meetings conducted by the Union must be done during lunch or break time. The Union representative conducting the meeting will be granted additional time not to exceed one (1) hour for travel time.

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.


Rowan University School of Osteopathic
Medicine


Donna Buoladonna RA
Mary C. [illegible]
Shirley [illegible]
Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

Rowan University (SOM) and HPAE Local 5089 and 5094 Negotiations
July 28, 2016 Tentative Agreements

ARTICLE 2. UNION STATUS

2.06 Union Bulletin Boards and Mail:

The University will provide space on a centrally located bulletin boards at the University Hospital and New Jersey Medical School in Newark, at Robert Wood Johnson Medical School and UBHC in Piscataway, at the Clinical Academic Building in New Brunswick, at Liberty Place in New Brunswick (where permitted by the building management) and in the Wellness Center in on the Stratford campus, for the exclusive use of the Union. Further, the University recognizes the right of the Union to post notices on bulletin boards in employee lounges where they exist. The union agrees to share the use of the bulletin board at Robert Wood Johnson Medical School with another union representing University staff members, provided that at least one panel of the bulletin board is available for use by HPAE Local 5004.

As a matter of courtesy, the Union shall provide the University's Director Office of Labor Relations and the Office of Human Resources Services with a copy all postings. The University shall have the right to remove materials from the bulletin boards which is profane, obscene, defamatory of the State or the University and its representatives or which constitutes election campaign material.

When the Union has mail to be delivered to its officers or representatives, the University's interoffice mail system will made available, provided that priority is retained for the business of the University. The HPAE staff and representatives shall have the right to e-mail HPAE members who have UMDNJ Rowan e-mail accounts. UMDNJ Rowan e-mail use shall be consistent with University policy.

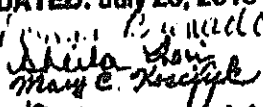
Any mail incorrectly addressed to the Union at the University shall be forwarded with reasonable care to the Union at the address set out in the Preamble to this Agreement.

Union officers and representatives shall be allowed to use fax machines within the University to send grievance reports to the Office of Labor Relations office and the Union office in Emerson, NJ, provided that the primary use of the fax machine is for the business use of the department.

DATED: July 28, 2016

DATED: July 28, 2016


Christopher DeLoach
Rowan University School of Osteopathic
Medicine


Mary C. Koscijak
Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

Negotiations between Rowan University – SOM and HPAE Local 5094 and 5089
Tentative Agreements
August 19, 2015

ARTICLE 2. UNION STATUS

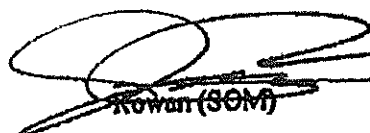
2.07 Union Business:

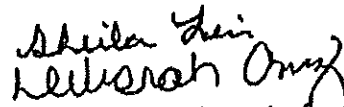
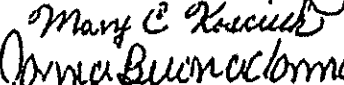
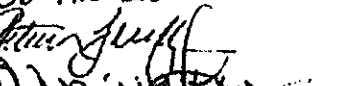
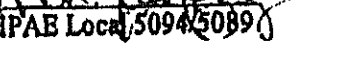
The University agrees to provide leave of absence at the regular rate of pay equal to the length of the employees regular work shift for officers or representatives of the Union to attend Union activities. The Union shall have the right to designate any Union officer or representative (i.e., President, Vice Presidents, Secretary, Treasurer or Grievance Chair) for such leaves of absence. A total of ten (10) days of such leave in the aggregate may be used each year of this Agreement.

This leave is to be used exclusively for participation 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 and for which appropriate approval by the University is required. Written notice, from the Union (including President), of 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 date of such meeting 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 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.


Rowan (SOM)


Sheila Zier

Deborah Omy

Mary C. Kuciel

Donna Buonacornari
HPAE Local 5094/5089

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO,
Locals 5089 and 5094
Management Non-Economic Proposal
July 28, 2016

EX. 4

ARTICLE 2. UNION STATUS

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2.08 Information and Data:

A full list of professional job titles and their respective salary ranges shall be appended to the collective bargaining negotiations agreement. This list is complete as of the date of ratification of this contract.

~~The University shall continue to provide the Union with revisions of University and Human Resources policies in a timely manner. The University shall email the Union will be placed on an email list to receive all notices of changes in University policies and the changes in the Human Resources policies that will substantively affect the terms and conditions of employment~~

The University shall provide maintain a union data library which shall contain the following information about members of the bargaining unit electronically in a readable format such as Excel format to a designated union representative(s) on a monthly basis:

1. name;
2. University ID;
3. job title;
4. current university date of hire.
unit/school;
5. department:
campus;
6. classification description (FT or PT,
exempt or non-exempt, bi-weekly
standard hours).
7. salary table;
8. grade.

9. step;
10. hours per pay period;
11. hourly rate;
12. annual salary;
13. home address and
14. UMDNJ Rowan email address
15. ~~probationary status~~
16. ~~layoff/recall status~~
17. ~~leave status~~
18. ~~retirement date~~
19. ~~union membership status~~
20. ~~separation date~~

~~Access to the union library will be limited to a representative(s) designated by the union and agreed to with the Director of Labor Relations or his designee.~~

~~The University shall maintain a listing of bargaining unit employees who have separated from the University in the union data library, and this list shall be updated monthly. This list will include name, University ID, campus title, hire date, separation date, unit/school, and salary table.~~

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO,
Locals 6089 and 5094
Management Non-Economic Proposal
July 28, 2016

All information the University is required to provide will be provided in Microsoft Excel
format.

DATED: July 28, 2016

DATED: July 28, 2016

Cynthia C. Cantley
Rowan University School of Osteopathic
Medicine

Mary C. Kuczek
Julia J. ...
Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 6089
and 5094


Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO
Locals 5089 and 5094
Tentative Agreements
November __, 2016

ARTICLE 3. PROFESSIONAL PRACTITIONER STATUS

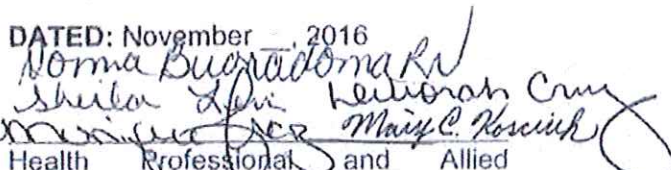
3.0_4 Non-Nursing Services:

- (A) The University recognizes that due to their unique education and experience, the registered professional nurse employees covered by this Agreement have a unique contribution to make towards maintaining and improving professional nursing care at the University. Therefore, ~~it is here agreed that procedures should be developed whereby the views and recommendations of the employees covered by this Agreement will be heard and considered in the decision-making process within the University.~~
- (B) The parties agree that duties normally assigned to housekeeping, maintenance and other support staff are not to be a routine part of a registered professional nurse's activities. The parties further agree that registered professional nurse employees covered by this Agreement shall not perform non-nursing functions as a usual and substantial part of their assigned duties except in those cases in which such duties are part of the specific job for which the registered professional nurse employee was hired.
- (C) Upon request, ~~The~~ University agrees to discuss non-nursing duties in the Labor/Management Committee regularly with the goal of minimizing the use of covered registered professional nurse employees in such duties.

DATED: November 29, 2016


Rowan University School of Osteopathic Medicine

DATED: November __, 2016


Health Professional and Allied Employees, AFT/AFL-CIO, Locals 5089 and 5094

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO
Locals 5089 and 5094
Tentative Agreements
November 29, 2016

ARTICLE 3. PROFESSIONAL PRACTITIONER STATUS

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3.02 Work Outside of Job Classification:


Staff members shall be assigned work appropriate to their job classification. The parties agree that ~~staff will not be assigned work substantially outside of their job classification on an ongoing basis, as per the 3rd paragraph below.~~

Claims of work outside their job classification as identified by the Union are to be submitted to ~~Human Resources Compensation Services~~ with copies sent to the Director of ~~Human Resource Services~~ and the staff member's department head. The claims will be investigated and ~~Human Resources Compensation Services~~ will provide a written decision within 120 calendar days from the date the claim was submitted. Such response shall include the substantive reason(s) for the determination. The remedy may include, but is not limited to, appointment to an acting position, taking away the work outside of the job classification, reclassification to another title, payment for the time period when the additional higher level duties were performed, etc.

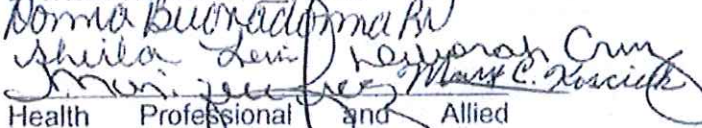
~~If a staff member has performed work substantially outside of his/her job classification for a period of three consecutive weeks, or 25 or more work days in any 12 month period, the staff member will receive pay at the rate of the higher job classification for the period during which substantially higher level duties were assigned.~~

If the claim is in violation of this provision of the Agreement, corrective action will be instituted and, if warranted, additional compensation will be provided retroactive to the date the claim was received by ~~Human Resources Compensation Services~~. Should the claim be denied, the Union and the staff member may request to meet with ~~Human Resources Compensation Services~~ to discuss the decision. Reclassification may include a temporary appointment to an acting status, not to exceed one year. The decision of ~~Human Resources Compensation Service~~ will be final, binding and implemented the next full pay period pay cycle.

DATED: November 29, 2016


Rowan University School of Osteopathic
Medicine

DATED: November 2016


Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

ARTICLE 3. PROFESSIONAL PRACTITIONER STATUS

* * *

3.03 Promotions and Transfers:

Professional staff are eligible for a promotion which occurs when there is a vacancy at a higher level for which they are qualified. The announcement of the position vacancy will include a description of the position, a detailed outline of expected educational and professional requirements and the salary range for the position.

Staff members may applybid online on any open position for which they qualify provided those positions are not being reserved for staff members affected by a layoff or intradepartmental postings.

All regular vacant bargaining unit positions will be posted on the UniversityUMDNJ website. ~~The announcement of the position vacancy will be posted daily online.~~ Interested internal candidates are to apply online. Computer Kiosks for the purpose of accessing job vacancies will be available at each Human Resources Office.

~~Beginning thirty (30) days after ratification of this agreement, each internal applicant within a department who applies during the first five (5) days of posting for a higher classification within the same department, as identified on the position posting, shall be interviewed.~~

Each internal candidate will be notified in writing of the decision with respect to his or her candidacy on a timely basis. This decision will indicate: 1.) that the applicant has been offered the position, or 2.) that the applicant has not been offered the position, including a reason for such decision.

The University agrees that seniority and all other relevant criteria will be taken into consideration in the selection of internal applicants for a position. Any dispute regarding this paragraph shall be grievable to Step Two of the grievance procedure with the decision at Step Two being final and binding.

~~Staff members who wish to transfer within the same Department in the same title must submit a request on the University's web-based tracking system. Within five (5) business days of the posting, they must notify in writing and/or e-mail of the transfer request to the immediate supervisor and appropriate HR Generalist of the vacant position. The University agrees that seniority and all other relevant criteria will be taken into consideration in the selection of internal candidates. Should the staff member be denied the transfer, said denial may be appealed to the Director of Human Resource Services who will consult with the Director of Labor Relations or designee, prior to rendering a decision within five (5) days of the denial. The Director of Human Resource~~

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO
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Tentative Agreements
November 29, 2016

~~Services shall render a decision on the appeal prior to any job offer being made to another candidate.~~

Transfer in status or classification shall not delay the use of entitled benefits.

At the time of promotion, a staff member shall be provided the opportunity to negotiate his/her salary increase and shall receive written notice of final salary offer. Acceptance of the position constitutes acceptance of the salary, and the amount of the promoted staff member's salary shall not be subject to the grievance procedure. This provision shall not result in any promoted staff member being placed off guide.

Voluntarily transferred and promoted staff members shall serve a ninety (90) calendar day probationary period, subject to a ninety (90) calendar day extension. Reclassifications and Involuntary transfers within a Department do not serve a probationary period. Such staff member shall retain all benefits and rights pertaining to bargaining unit members, including access to the grievance procedure, except for the decision concerning the outcome and disposition of their probation period.

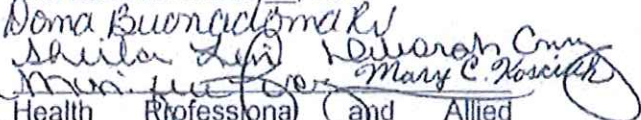
At any time prior to the end of probation, the staff member may return to his/her former position, provided that it is still available. If an employee opts to return to his or her former position, the employee may not bid on another position for six (6) months. Should the staff member fail probation, the University shall return the staff member to his/her former position if it is still available.

Should the staff member's position not be available, the employee may be offered a vacant position to the classification of the former title held by the employee before the promotion, if one exists on the campus. If the vacant position is in a different department, the employee must serve a ninety (90) calendar day probation period. If not, the employee will be placed on the recall list for one year.

DATED: November 29, 2016


Rowan University School of Osteopathic
Medicine

DATED: November 29, 2016


Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO,
Locals 5089 and 5094
Management Non-Economic Proposal 1
June 3, 2016

EX. 10

ARTICLE 3. PROFESSIONAL PRACTITIONER STATUS

3.04 Reassignment:

Reassignment is the movement of a staff member from one job assignment to another within such staff member's job classification and within his/her department. Such reassignment may be to another geographic location. When a staff member is reassigned within his/her job classification, such staff member's salary shall not be reduced below that which s/he would have received had the staff member continued in his/her original position.

When a reassignment is deemed necessary, the University will ask for volunteers. However, the final decision on which employee is to be reassigned resides with management and is not grievable. The Department shall notify the employee in writing, of the reason and status (permanent or temporary) for the reassignment. Except in the case of an emergency, the employee shall receive two (2) weeks' notice of a reassignment, or three (3) weeks' notice if the reassignment is to another campus.

Donna Buonadonna RN
Mary E. Ziegler
Abigail Dean


Rowan University School of Osteopathic
Medicine

Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

Rowan University (SOM) and HPAE Local 5089 and 5094 Negotiations
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ARTICLE 3. PROFESSIONAL PRACTITIONER STATUS

3.05 Evaluations:

This section applies only to professional staff members (i.e., Local 5094).

The annual staff performance evaluations will be done on a prompt and timely basis. Staff members shall have the option to provide a self-evaluation or written comments to their supervisor in anticipation of their annual performance evaluation. Any staff member electing this option must provide the self-evaluation or written comments no later than three (3) days prior to the annual staff performance evaluation. At the time of the evaluation, the staff member will be provided a copy of his/her job description. The staff member being evaluated will be provided a copy of his/her performance evaluation and will have five (5) calendar days to review the evaluation. By the conclusion of the time period, the staff member may add his/her comments to the performance evaluation and shall sign the performance evaluation. Comments added by the staff member shall be attached to the evaluation and included in the staff member's Personnel file in Human Resources.

If comments are not made within this period, or the staff member does not sign within this period, the right to comment will be forfeited, the supervisor will note the refusal to sign and forward the evaluation to Human Resources for inclusion in the Personnel file. Once the evaluation has been signed by the supervisor and the employee, or where the time for the employee to sign has passed, no additional comments will be added to the evaluation other than notation of the refusal to sign.

Prior to evaluating a staff member "1" or "2", the staff member's supervisor must notify the staff member that his/her performance is deficient and that his/her merit increment may be delayed or denied (in any fiscal year in which merit increments are given). Such notification shall be made through a written memorandum, documented oral warning, and/or written warning regarding performance issues in a timely manner after such deficiencies are observed. Such notification shall contain a description of the performance deficiencies and the corrective actions needed to remedy the performance deficiencies.

In the event such notification is not provided, and a merit increment is delayed or denied, the staff member shall receive a merit increment, if applicable. In addition, the Campus Labor Relations Coordinator shall advise the Issuing Supervisor that the employee must be properly informed of his/her performance deficiencies and given a three (3) month assessment period for a re-evaluation. Should the re-evaluation result in a satisfactory rating, the previous evaluation shall be void and expunged from the employee's personnel file. Should the re-evaluation continue to reflect a "1" or "2", the prior evaluation shall be maintained in the personnel file and appended to the re-

**Rowan University (SOM) and HPAE Local 5089 and 5094 Negotiations
Tentative Agreements
August 30, 2016**

evaluation. During this assessment period, the supervisor shall meet with the staff member to review his/her performance and the status of the corrective action plan.

Upon the mutual consent of the staff member and his/her supervisor, the staff member, his/her supervisor, and a Union representative shall meet to discuss performance issues. Such a meeting shall not be considered part of the grievance procedure. Further, the performance rating of the staff member is not subject to the grievance procedure.

3.662 Staff Development Programs:

This section applies only to registered staff nurse members (i.e., Local 5089).

- (A) The University shall provide staff development programs as required by the New Jersey Department of Health and the Joint Commission on the Accreditation of Health Care Organizations. Such programs may include training in the form of orientation programs, continuing education and/or critical care courses.

Subject to operational needs, the University will provide adequate coverage for patient care assignments in order to complete mandatory training during the regularly scheduled shift. If such adequate coverage is not available, the mandatory training will be rescheduled.

- (B) The University shall, subject to the availability of funds and operational requirements, offer a program of continuing education. Such programs will take place during work time, and coverage will be provided for participating employees, where in the discretion of the University it is required. Time spent at these programs will be considered time worked and the employee shall be compensated accordingly.

~~The University will post a notice on each nursing unit bulletin board on each campus of its programs which have been granted Continuing Education Recognition Points by an appropriate professional association. The University will use reasonable efforts to post this notice at least two (2) weeks prior to the program commencing.~~

- ~~(C) Critical care courses will be offered to all new employees in critical care areas who require such training as determined by the University, within a reasonable time from the date of employment. Such courses will be offered to employees who transfer into critical care areas who require such training within each employee's transfer probationary period. All time spent at these courses will be considered as time worked and the employee shall be compensated accordingly.~~

- (CD) Full-time staff nurses may utilize up to twenty-four (24) hours of conference time per calendar year. This benefit shall be pro-rated for regular part-time staff nurses. An employee may request in writing to his/her supervisor, permission to

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participate in work-related educational workshops, seminars, conferences and/or conventions. The University will make a reasonable effort to approve such participation, subject to operational needs and the availability of funds.

The University, if it approves such participation, will grant time off without loss of the employee's pay, at his/her regular rate of pay, and subject to the limitations set out in the paragraph above, will grant financial assistance to attend such programs. If an approved conference falls on a day when the staff nurse is not scheduled to work, the staff nurse shall receive time off with pay equivalent to the time of the conference, to a maximum of twenty-four (24) hours. This time off shall be scheduled by management within sixty (60) days of the conference. Night shift employees who are scheduled to attend such a program shall be given as a conference day, either the night before, or the night after. Employees will receive a response to their request for participation within two (2) weeks of submission. The University may set a deadline for receipt of requests for specific conferences. Reimbursement of expenses incurred shall be made within a reasonable time after submission of a request for reimbursement. All travel arrangements must be made in conformance with University policy in order to be reimbursable.

Approval for participation in continuing education programs necessary for the maintenance of employee's certification in his/her specialty area and/or University requirement shall receive priority consideration.

- (E) ~~Certification Fund: Each July, there shall be a fund for the sole purpose of reimbursing full time bargaining unit members, part time bargaining unit members and per diem bargaining unit members who have worked a minimum of 800 hours in the preceding twelve (12) months, for the costs of tuition and materials associated with obtaining and/or maintaining a certification which is required by the State and/or University in the employee's specialty area. The University will pay the costs for the exams required for the eligible certifications listed below. The amount of this fund shall not exceed \$80,000. The certifications eligible for reimbursement hereunder are as follows:~~

~~BLS
NALS NRP~~

~~AGLS
TNCC~~

~~PALS~~

~~The list may be amended as agreed upon by the parties, or based upon State mandates.~~

~~To be eligible for reimbursement hereunder, the bargaining unit member must provide evidence of successful completion of the course attended (i.e., passing grade). The amount of reimbursement shall be determined by, and is expressly conditioned upon, the submission of a valid receipt or receipts by the unit member evincing full payment of the course.~~

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Tentative Agreements
August 30, 2016**

~~If this fund is exhausted prior to June 30, no further reimbursement shall be available thereunder. If there are assets remaining in the fund on June 30, such assets shall revert to the University.~~

~~On an annual basis, the University shall make a report of the utilization of the fund available to the Union.~~

- (DF) The annual employee performance evaluation will be done on a prompt and timely basis. At the time of the evaluation, the employee will be provided a copy of his/her job description. The employee being evaluated will be provided with a copy of his/her performance evaluation and will have three (3) calendar days, excluding weekends and holidays, to review the evaluation. The employee may take a copy of the evaluation home during the three (3) calendar day review period. By the conclusion of the time period, the employee may add his/her comments to the original performance evaluation and shall sign the original performance evaluation. Comments added by the employee shall be included in the employee's Personnel file in Human Resources.

If comments are not made within this period, or the employee does not sign within this period, the right to comment will be forfeited, the supervisor will note the refusal to sign and forward the evaluation to Human Resources for inclusion in the Personnel file. Once the evaluation has been signed by the supervisor and the employee, or whether the time for the employee to sign has passed, no additional comments will be added to the evaluation. At the employee's verbal or written request, the employee will be given a copy of the evaluation within three (3) days of such a request.

Prior to evaluating an employee as less than satisfactory, the employee's supervisor must notify the employee that his/her performance is deficient and that his/her merit/step increment may be delayed or denied, if applicable. Such notification shall be made in a timely manner through a written memorandum, a counseling notice, and/or written warning regarding performance issues. In addition, such notification shall contain a description of the performance deficiencies and the corrective actions needed to remedy the performance deficiencies. Further, the employee's supervisor shall meet with the employee to discuss the performance deficiencies and a corrective plan of action. Upon mutual consent of the employee and his/her supervisor, a Union Representative shall be present at this meeting.

In the case where an employee is not notified before the annual evaluation that his/her work performance is deficient, the employee will be re-evaluated in 90 days, and if the work performance is satisfactory, the previous evaluation shall be removed and replaced with the re-evaluation. If work performance remains at an unsatisfactory level, the re-evaluation shall be added to the initial evaluation and both shall remain in the employee's file. In the event the employee's evaluation is not provided in a timely manner or notification, as specified above, is not

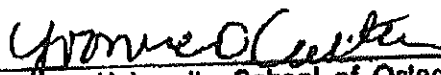
Rowan University (SOM) and HPAE Local 5089 and 5094 Negotiations
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August 30, 2016

provided, the employee shall receive the merit/step increment, if applicable. If notice of performance deficiencies and a corrective plan of action is provided in a timely manner and the employee receives a less than satisfactory evaluation, the employee shall be reevaluated after ninety (90) days. During this period, the supervisor shall meet regularly with the employee to review his/her performance and the status of the corrective plan of action. If the employee receives a satisfactory evaluation at the end of the ninety (90) days, the employee shall receive the merit/step increment effective that date, if applicable.

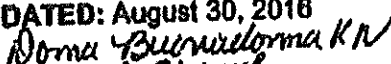
The University shall notify the Union by email, fax, or mail of any employee who has received a less than satisfactory evaluation within seventy two (72) hours of the employee receiving a less than satisfactory evaluation.

The meetings discussed in this section shall not be considered part of the grievance procedure. Further, the performance rating of a staff member is not subject to the grievance procedure.

DATED: August 30, 2016


Rowan University School of Osteopathic
Medicine

DATED: August 30, 2016


Norma Buenaforma RN
Mary E. Hosack
Shirley Lee

Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO
Locals 5089 and 5094
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November 29, 2016

ARTICLE 4. EMPLOYEE STATUS

4.01 Classification:


A. Professionals

A professional staff member will be classified as either (a) full time or (b) part time.

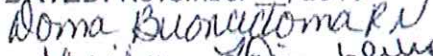
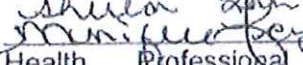
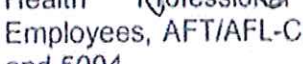
B. Registered Nurses

A registered nurse will be classified as either (a) full time (b) part time or (c) per diem.

DATED: November 29, 2016


Rowan University School of Osteopathic
Medicine

DATED: November 29, 2016




Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

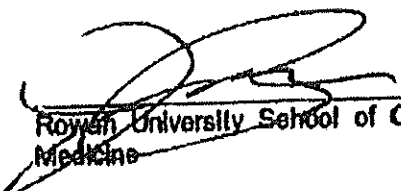
Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO,
Locals 5089 and 5094
Management Non-Economic Proposal 1
June 3, 2016

EX. 11

ARTICLE 4. EMPLOYEE STATUS

4.03 Regular Part Time Staff Member:

A staff member who is hired to fill a position for an undetermined period of time. Regular part-time non-exempt staff will work twenty (20) hours or more per week but less than the Full Time equivalent for the position. A part-time staff member shall be eligible for pro-rated benefits. In addition, part-time staff shall be eligible for health insurance, as per current University policy, subject to continued approval of the State Health Benefits Commission.


Royan University School of Osteopathic
Medicine


Donna Buonadonna
Mary C. Kocik
Sharon Ann
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and 5094

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ARTICLE 4. EMPLOYEE STATUS

4.0_3 Per Diem Employee — Registered Nurses Only:

A Per Diem employee is aAn employee (1) in his/her second year of work as a per diem nurse, (2) who has worked at least one sixth the hours of full-time nurses during his/her first year, (3) who expresses a willingness to continue working as a per diem nurse, (4) who works on a day-to-day basis as needed by the University, and (5) who does not fall under the classification of Full Time or Part Time, except that employees who were hired as Per Diem prior to the effective date of this Agreement but who fit the definition of Part Time employee shall remain classified as Per Diem. Per Diem employees are not entitled to any benefits under this Agreement except where they are specifically provided for.

DATED: November 29, 2016

Yvonne Clutey

Rowan University School of Osteopathic Health Professional and Allied
Medicine

DATED: November __, 2016

Donna Buozzi
Sharon L. Harrison
Mary C. Koscio
Employees, AFT/AFL-CIO, Locals 5089
and 5094

ARTICLE 4. EMPLOYEE STATUS

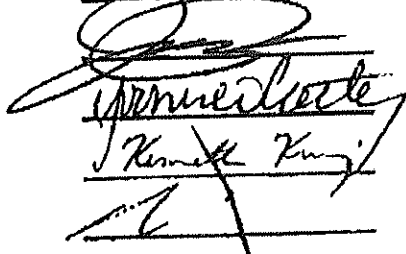
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4.07 Seniority:

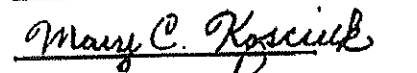

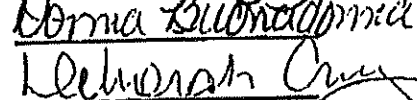
A. *Accrual:* Seniority will be credited from the date of hire or rehire to all regular Full Time or Part Time staff members upon the successful completion of their initial probationary period. Seniority for bargaining unit members hired prior to July 1, 2013 shall be based on their date of hire with UMDNJ.

* * * *

Rowan - SOM


Kenneth King

HPAE Local 5094/5089


Mary C. Kosciuk

Donna Buonadonna

Lechwan Chui

Negotiations between Rowan University -- SOM and HPAE Local 5094 and 5089
Tentative Agreements
August 19, 2015

ARTICLE 4. EMPLOYEE STATUS

4.07 Seniority:

C. Layoff:

* * *

1. Bumping and Vacancies

Bumps and vacancies shall be only as per the procedure below. Staff members shall be able to exercise bumping and vacancy rights provided the employee meets the minimum requirements for the position as per the applicable job description.

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

A staff member who chooses to fill a vacancy or to bump another staff member, and is subsequently informed by the Human Resources department that the salary of the vacant or bump position is more than ten percent (10%) below his or her current salary, shall be allowed to reconsider their decision and to go on to the recall list. In situations where a higher paid staff member bumps an employee earning a lower salary, departments are encouraged to attempt to match the bumping staff member's current salary, but in no event may the salary offered be less than the salary of the staff member being bumped. In situations where a staff member is placed in a vacancy pursuant to "a", "b" or "c" below, departments are encouraged to attempt to match the staff member's current salary, but in no event may the salary offered be less than the amount budgeted for the offered position if such would represent a salary reduction for the staff member.

Within their respective departments/work units, regular staff members shall not be laid off before temporary or probationary staff members in the same job classification.

Staff members who have received layoff notices will be offered vacant positions as described in 4.07 "a" and "b" below prior to such vacancies being offered to staff members on the recall list.

The University shall prepare layoff/bumping notices and serve the layoff/bumping notices to the staff member copying the Human Resources Generalist and the Union.

Upon receiving written notice of a layoff, the staff member will reply in writing to the Department of Human Resources within three (3) calendar days, the last of which must be a business day, indicating whether h/she wishes to accept layoff or to exercise his/her bumping and vacancy rights.

When an individual is identified for lay off, the staff member will follow the process below:

- a. First, an employee identified for layoff will be offered the opportunity to fill a vacancy in his/her current title at the University. If the employee chooses not to accept the vacancy offered, the employee may opt to be placed on the recall list. No probationary period.

Negotiations between Rowan University – SOM and HPAE Local 5094 and 5089
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b. Second, if a vacancy pursuant to "a" above is not available, the employee will be offered the opportunity to fill a vacancy in the employee's immediate prior title, within his/her current operating unit first, and if nothing is available within the operating unit at the University. If the employee opts not to fill a vacancy offered under this section, the employee may opt to be placed on the recall list or to proceed to "c" below. No Probationary period.

c. Third, if the employee is not placed in a vacancy pursuant to "a", or "b" above, the employee may bump the least senior employee in his/her current title at the University. If an employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. If the employee is unable to bump under this section, the employee may exercise rights under "d" below. Probation if an employee has less than 10 years seniority.

d. Fourth, if the employee is not offered the opportunity to bump pursuant to "c" above, the employee may bump the least senior employee in his/her immediate prior title within his/her current operating unit first, and if nothing is available within the operating unit at the University. If the employee opts not to exercise his/her bumping rights under this section, the employee may opt to be placed on the recall list. Probation if an employee has less than 10 year's seniority.

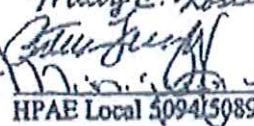
Vacancies shall be filled first before bumping. A list of vacancies shall be available for review in the campus Human Resources office.

Part-time staff members may not bump full-time staff members, however, they may bump other part-time staff at equivalent or less hours. Full-time staff may, however, bump part-time staff. Time off benefits for full-time staff bumping into a part-time position will be prorated. Prior to regular staff being placed on the recall list, regular staff may be placed in a vacant temporary position. A staff member placed into a temporary position will be benefits eligible consistent with University guidelines and subject to applicable statutes and regulations, as may be amended from time to time. Regular staff who are placed into a vacancy which is a temporary position may bid on any vacant positions. When the temporary position has ended, the regular staff member will be placed on the recall list for a full year based upon their former title.

A staff member who is placed in a vacancy or bumps into a position other than a temporary position may not bid on a vacant position for a period of six (6) months.



Rowan (SOM)



HPAE Local 5094/5089

Rowan University (SOM) and HPAE Local 5089 and 5094 Negotiations
July 28, 2016 Tentative Agreements

ARTICLE 4. EMPLOYEE STATUS

4.07 Seniority:

C. 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.

If there is a facility closure, the affected employees shall be treated as laid off staff.

2. Special Categories of Employees

All regular full or part-time staff members shall be covered by the layoff policy regardless of salary range, consistent with the following provisions:

- d) Recall of Researchers — By July 1, 2012 The University will ~~maintain~~~~create a secure web site to which~~ the resumes of research staff on the recall list ~~may be posted at employee's~~ their request. The University will grant access to this ~~information~~ to appropriate staff in each research department. Principal Investigators will be advised to review these resumes prior to filling a research vacancy.

If an employee who held a research title is on the recall list, and there is a vacancy in the same title he/she was laid off from which the individual believes ~~he/she~~ they ~~is~~ are qualified for, but the employee is not offered the vacancy due to being deemed unqualified, the employee may appeal first to the school's Research Dean. If this appeal is denied the employee may appeal to the Vice President of Research whose decision on this matter will be final, binding and not subject to grievance or arbitration.

5. Continuity of Services

The University agrees to consider patient transition issues in determining how much actual notice is given to Mental Health and Social Work professionals of layoff, consistent with Section 3 above.

Rowan University (SOM) and HPAE Local 6089 and 6094 Negotiations
July 28, 2016 Tentative Agreements

DATED: July 28, 2016

DATED: July 28, 2016

*Shirley Ann
Mary C. Rosefield*

Christopher Carter
Rowan University School of Osteopathic
Medicine

James J. [illegible]
Health Professionals and Allied
Employees, AFT/AFL-CIO, Locals 6089
and 6094

Rowan University (SOM) and HPAE Local 5089 and 5094 Negotiations
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ARTICLE 6. WORK TIME

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5.02 Normal Workweek:

The workweek begins at 12:01 a.m. ~~Saturday~~Sunday and ends midnight ~~Friday~~Saturday. The implementation date(s) for changing the current work week period (Sunday-Saturday) will be determined by the University. The University shall notify the Union prior to changing the work week dates. Upon request, the University will meet with the Union to discuss these changes. The University will meet with the employee to discuss this change and any affect it will have on the employee's work week.

DATED: July 28, 2016

Rowan University School of Osteopathic
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DATED: July 28, 2016

Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
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November 29, 2016

ARTICLE 5. WORK TIME

5.06 Staffing — State of Emergency Policy:


When an employee is designated as essential, he/she shall be notified by November 1st of each year. The University shall provide designated employees with a sticker when it becomes available.

~~The parties agree to meet within ninety (90) days of the effective date of this Agreement to discuss issues concerning the University's policy regarding State of Emergency Issues for discussion shall include the definition of "essential employee", reporting to work responsibilities, and compensation.~~

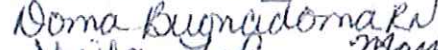
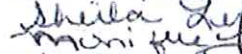
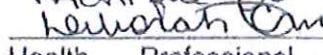
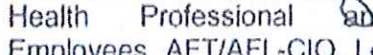
The UniversityUMDNJ shall provide the Union with a list of essential employees by November 1st of each year.

Essential employees required to remain at work when there is an early closing, or required to report to work when the University is closed, will be paid at their normal rate of pay during their regular work shift, and after the shift, paid any eligible compensation pursuant to this Agreement.

DATED: November 29, 2016


Rowan University School of Osteopathic
Medicine

DATED: November 29, 2016





Mary C. Kosciuk
Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

Rowan University (SOM) and HPAE Local 5089 and 5094 Negotiations
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ARTICLE 6. MONETARY BENEFITS: TIME WORKED

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6.03 Pay Period:

Frequency of payment will continue as heretofore. ~~All pay checks shall be delivered and be available on the Friday of each pay week through direct deposit.~~ Pay stubs will clearly identify specific hours worked and compensated.

~~Staff members may opt for direct deposit of their paycheck into their personal bank account. Staff members may pick up their pay stubs on payday, or for one (1) week thereafter at a designated site at each facility.~~

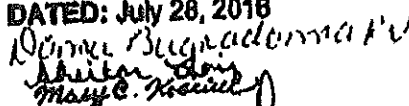
When an error in pay has been made by the Payroll Department resulting in an under payment to the employee, the University will issue a check with the correction within two (2) payroll work days of notification of the error, with proper deductions. When an error in pay not made by the Payroll Department occurs, the correction will be reflected within the two (2) paychecks of receipt of the correction. When an error in pay has been made resulting in an overpayment to the employee, the University will provide the employee with an explanation and discuss a repayment plan, where appropriate.

The pay period begins at 12.01 a.m. Saturday and ends midnight the second following Friday. The implementation date(s) for changing the current pay period (Sunday-Saturday) will be determined by the University. The University shall notify the Union prior to changing the pay period dates. Upon request, the University will meet with the Union to discuss this change as well as any affect this will have on the employee's pay.

DATED: July 28, 2016


Rowan University School of Osteopathic
Medicine

DATED: July 28, 2016


Denise Bugadomartín
Health Professional, and Allied
Employees, AFT/AFL-SIO, Locals 5089
and 5094

Rowan University (SOM) and HPAE Local 5089 and 5094 Negotiations
July 28, 2016 Tentative Agreements

ARTICLE 7. MONETARY BENEFITS: TIME WORKED


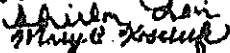

7.02 Holiday Designation:

Effective January 1, 1998, All bargaining unit members hired or returning from unpaid leaves of absences 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 unpaid leaves of absence from July 2 to December 31. Individuals returning from unpaid leaves of absences from January 2 to July 1 will only receive the three (3) float holidays if they did not already receive the float holidays for the particular year.

DATED: July 28, 2016

DATED: July 28, 2016


Rowan University School of Osteopathic
Medicine




Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO
Locals 5089 and 5094
Tentative Agreements
November 2nd, 2016

ARTICLE 7. MONETARY BENEFITS: TIME NOT WORKED

* * *

7.06 Vacation Amount and Accruals:

Vacation accruals for newly hired or rehired employees~~staff-members~~ will commence upon the successful completion of the first ninety (90) days of employment and will be credited retroactively to the employee~~staff 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 employee~~staff-member~~ reaches a service milestone if the employee~~staff-member's~~ anniversary date is before 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 as follows. ~~When unusual circumstances warrant an exception, amounts greater than one (1) year can be carried over with approval from a staff member's department head and the Campus Director of Human Resources.~~

7.07 Vacation Accruals

Professional Staff

<u>Length of Service</u>	<u>Accrual Rate Per Month</u>
0 - 10 yrs.	1 ¼ days
11 - 20 yrs.	1 ⅔ days
Upon completion of 20 years	2 ⅓ days


Registered Nurses

<u>Length of Service</u>	<u>Accrual Rate Per Month</u>
<u>0 - 3 yrs.</u>	<u>1 ¼ days</u>
<u>4 - 18 years</u>	<u>1 ⅔ days</u>
<u>Upon completion of 18 years</u>	<u>2 ⅓ days</u>

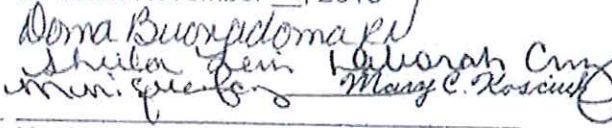
Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO
Locals 5089 and 5094
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November 29, 2016

An ~~employee~~staff-member will be paid for vacation at the ~~employee~~staff-member's base rate of pay.

DATED: November 29, 2016


Rowan University School of Osteopathic
Medicine

DATED: November __, 2016


Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

ARTICLE 7. MONETARY BENEFITS: TIME NOT WORKED

* * *

7.10 Sick Leave; Entitlement and Amount:

All staff members shall accrue sick days on the basis of one (1) day per month.

Paid and unpaid sick time will be provided to staff members according to University policy and in conformance to all applicable laws and FMLA guidelines. For employees taking medical/FMLA sick leave for self, the maximum leave allowed will be six (6) months, unless the employee has paid time accruals exceeding six (6) months, then the maximum leave time shall be up to twelve (12) months. However, ~~staff members hired prior to January 1, 1983 shall be entitled to use all accrued paid sick time.~~

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

~~Staff 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 staff 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. The application for the advance must be approved by the Department Head and accompanied by documentation of the illness.~~
- ~~C. The application must also be approved by the Director of Human Resources Services or his/her designee.~~
- ~~D. The approval/disapproval of the application for the emergency advance of sick leave is grievable up to Step II of the Grievance Procedure. The decision of the Step II~~

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO
Locals 5089 and 5094
Tentative Agreements
November 29, 2016

Hearing Officer is final and not subject to arbitration.

DATED: November 29, 2016

Yvonne Carley
Rowan University School of Osteopathic
Medicine

DATED: November 29, 2016

Dona Buenciotoma R.N.
Shirley J. Harris Mary C. Koscinek
Monique R. Brown
Walter H. Cruz
Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO
Locals 5089 and 5094
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ARTICLE 7. MONETARY BENEFITS: TIME NOT WORKED

7.11 Sick Leave; Notice and Pay:

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

Staff members are required to comply with the departmental call in procedure. A staff member shall be responsible for calling only one (1) designated supervisor at his/her office. If the illness extends beyond one (1) day, the staff member must continue to call in ill each day unless s/he/they has/have already indicated to his/her/their supervisor an expected return date. If the illness extends beyond the expected return date s/he must call in with a new expected return date.

Staff 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. Staff may be excused without seeking medical attention at the University by their supervisor.

When a doctor's note is required, a doctor's certification from the employee's health care professional must include the medical facts (not diagnosis) supporting the absence and will be provided to Human Resources the department supervisor.

Whenever a regular staff member retires, except a staff 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, s/he shall be compensated for such accrued sick leave as follows: The supplemental compensation amount payment shall be computed at the rate of one-half (1/2) of the eligible staff member'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.

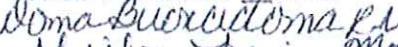
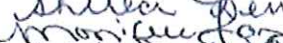
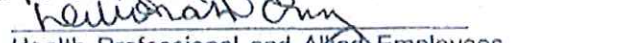
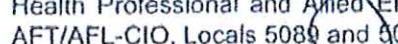
The compensation shall be paid in accordance with the State rules then applying.

Per University policy, a staff member can use up to ten (10) sick days to take care of a seriously ill family member.

DATED: November 29, 2016


Rowan University School of Osteopathic
Medicine

DATED: November 29, 2016





Health Professional and Allied Employees,
AFT/AFL-CIO, Locals 5089 and 5094

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO
Locals 5089 and 5094
Tentative Agreements
November 29, 2016

ARTICLE 7. MONETARY BENEFITS: TIME NOT WORKED

7.12 Leave for Death or Serious Illness in Immediate Family:

At the time of a death of a family member, up to three (3) consecutive work days off with pay will be granted to staff members provided they are scheduled to work those days, and provided sick leave or other paid leave is accumulated to the credit of the staff member and is so charged. In exceptional situations, the time limit may be extended at the discretion of the University. The University's decision to grant or deny additional time off under this article shall not be subject to the grievance/arbitration provisions of Article 14.


Family members are defined as spouse, children, parents, brothers, sisters, grandparents, grandchildren, parents-in-law or other relative or significant others living in the staff member's household. The definition of family member, parent, and child is as defined by the University's FMLA policy.

~~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 provided sick pay or other paid leave is accumulated to the credit of the staff member, and is so charged.~~

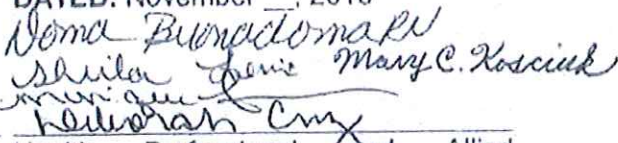
If the family member lives out of state or country, the staff member may request additional time and utilize their accrued time or be granted unpaid leave. The staff member shall be required to bring in documentation that he/she will be out of the State or country as a result of a death in the family.

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

DATED: November 29, 2016


Rowan University School of Osteopathic
Medicine

DATED: November __, 2016


Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

Rowan University (SOM) and HPAE Local 5089 and 5094 Negotiations
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ARTICLE 7. MONETARY BENEFITS: TIME NOT WORKED

7.15 Court Appearance:

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

DATED: July 28, 2016

DATED: July 28, 2016

Christopher Taylor
Rowan University School of Osteopathic
Medicine

Debra D. ...
Shirley ...
Mary E. ...
Health Professionals and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO
Locals 5089 and 5094
Tentative Agreements
November 29, 2016

ARTICLE 8. LEAVES OF ABSENCE

8.01 Basis and Amount:

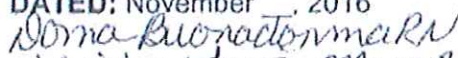
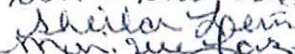

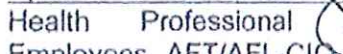
<u>Type of Leave</u>	<u>Maximum Length</u>
FMLA	In accordance with State and Federal Law 52 weeks
Military	In accordance with State and Federal Law Statute
Academic	6 months
Personal	1 month

DATED: November 29, 2016


Chrissy Claitor

Rowan University School of Osteopathic
Medicine

DATED: November , 2016


Donna Buonadonna

Sheila Fern

Mary C. Kosciuk

Helen Hartman

Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

ARTICLE 8. LEAVES OF ABSENCE

* * *

8.02 Procedure:

A) Family and Medical Leave:

Family and medical leave will be governed by applicable State and Federal Statutes. This provision outlines the procedure the University follows for staff members who are eligible for family and medical leave under the law.

A medical leave shall be granted upon presentation of a letter to Human Resources from the staff member's personal physician which must state when the staff member's inability to work commenced, nature of the illness or injury and expected date the staff member will be able to return to work. The University may, at its cost, have the staff member 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.

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

For employees taking medical/FMLA leave for self, ~~the maximum leave allowed will be six (6) months, unless the employee has paid time accruals exceeding six (6) months, then the maximum leave time shall be up to twelve (12) months.~~ Paid sick time accruals must be utilized first, and then vacation accruals and float holidays may be used.

For employees taking medical/FMLA leave to care for a family member for a serious illness, the maximum leave allowed is twelve (12) weeks. Paid leave time may include accrued vacation and float holidays, and ~~sick time up to a maximum of ten (10) days of accrued sick time, utilized first at the employee's option.~~ However, in circumstances where the family member has a catastrophic illness (defined as an illness, injury, impairment, or physical or mental condition that a licensed physician or certified practitioner certifies as life threatening or terminal), in addition to accrued vacation and float holidays (utilized first), employees' accrued sick time or donated sick time may be used for twelve (12) week maximum allowed.

In accordance with FMLA, the maximum leave allowed for intermittent leave is twelve (12) weeks.

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO
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B) Military Leave:

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

C) Workers' Compensation:

~~Effective January 1, 1997, Any staff member in this bargaining unit who becomes 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 will be made in accordance with the New Jersey Worker's Compensation Act, except that in cases where the physical injury arises in and out of the course of the performance of assigned job duties and functions, payment will be seventy (70%) percent 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.

D) Personal Leave:

In certain circumstances staff members 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 staff members 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 with the reason for the leave and duration and must be submitted in writing to Human Resources ~~the staff member'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 case of a bona fide emergency. A staff member shall receive a written response within five (5) work days. Human Resources ~~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.

E) Return from Leave:

The University shall place a staff member returning from an unpaid leave of six (6) months or less in his/her ~~their~~ prior position, or if such position is unavailable, to an equivalent position. A staff member who fails to return from leave within five (5) days from his/her ~~their~~ scheduled date of return and without securing permission from his/her supervisor to extend such leave, shall be discharged.

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO
Locals 5089 and 5094
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November 29, 2016

A staff 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.

DATED: November 29, 2016

Cyrene Bailey

Rowan University School of Osteopathic
Medicine

DATED: November 29, 2016

Dona Buerdema RN
Shirley Levin Mary C. Kosciuk
Monique Lee
Heather Ann

Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO
Locals 5089 and 5094
Tentative Agreements
November 24, 2016

ARTICLE 9. MONETARY BENEFITS: HEALTH BENEFITS, PRESCRIPTION DRUG PROGRAM, DENTAL CARE PROGRAM, LIFE INSURANCE, AND PENSION, AND HEALTH INSURANCE IN RETIREMENT.

...

9.01 State Health Benefits Program:


1. The State Health Benefits Program (hereafter referred to as "SHBP") is applicable to employees covered by this contract. Benefits and coverage provided under the SHBP shall conform to the requirements of P.L. 2011, c.78, section 47, N.J.S.A. 52:14-17.29. It is agreed that, as part of the SHBP, the State shall continue the Prescription Drug Benefits Program during the period of this Agreement. The Prescription Drug Benefits Program may be modified by the State Health Benefits Design Committee (hereafter referred to as "the Committee"), in accordance with P.L. 2011, c. 78. The Committee shall provide to employees the option to select one of at least three levels of coverage each for family, individual, individual and spouse, and individual and dependent, or equivalent categories, for each plan offered by the program differentiated by out of pocket costs to employees including co-payments and deductibles. Pursuant to P.L. 2011, c. 78, the Committee has the sole discretion to set the amounts for maximums, co-pays, deductibles, and other such participant costs for all plans in the program and has the sole discretion to determine the plan design, plan components and coverage levels under the program. The premium rate for each plan is then established by the State Health Benefits Commission.

2. Effective July 1, 2003, new hires are not eligible for enrollment in the Traditional Plan. The Traditional Plan and the NJ Plus POS have been abolished.

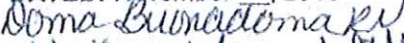
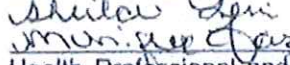

3. Medicare Reimbursement. Effective January 1, 1996, consistent with law, the State will no longer reimburse active Employees or their spouses for Medicare Part B premium payments.

~~All members of the unit who are eligible for the State's health insurance, pension/life insurance benefits shall be provided with these benefits on the same basis and to the same extent provided to all State employees whose contracts expired June 30, 2003. Should negotiations or legislative action change these benefits for State employees during the life of this contract, the benefits for eligible members of the unit shall change accordingly. If the State should notify the University that they will not cover Part Time (less than 35 hours per week) staff members, the University will not continue such coverage.~~

DATED: November 24, 2016


Rowan University School of Osteopathic
Medicine

DATED: November 24, 2016




Health Professional and Allied Employees,
AFT/AFL-CIO, Locals 5089 and 5094

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO
Locals 5089 and 5094
Tentative Agreements
November 28, 2016

ARTICLE 9. MONETARY BENEFITS: HEALTH BENEFITS, PRESCRIPTION DRUG PROGRAM, DENTAL CARE PROGRAM, LIFE INSURANCE, AND PENSION, AND HEALTH INSURANCE IN RETIREMENT.

* * *

9.02 Contributions Towards Health and Prescription Benefits Drug Program:

1. Employees shall contribute, through the withholding of the contribution from the pay, salary, or other compensation, toward the cost of health care benefits coverage for the employee and any dependent provided under the SHBP at the level established by the grid pursuant to section 39 of P.L. 2011, c. 78, for the duration of this contract or until such time as different contribution levels are mandated through legislation or until a change is otherwise made in accordance with the New Jersey Employer-Employee Relations Act after the expiration of this contract.

2. The amount payable by any employee pursuant to section 39 of P.L. 2011 c. 78 under this subsection shall not under any circumstance be less than the 1.5 percent of base salary that is provided for in subsection c. of section 6 of P.L. 1996, c.8 (C.52:14-17.28b).

3. An employee who pays contributions required under section 40(a) of P.L. 2011 c. 78 shall not also be required to pay the contribution of 1.5 percent of base salary under subsection c. of section 6 of P.L. 1996, c.8 (C. 52:14-12.28b).

4. The contribution shall apply to employees for whom the employer has assumed a health care benefits payment obligation, to require that such Employees pay at a minimum the amount of contribution specified in this section for health care benefits coverage.

5. The parties agree that should an employee voluntarily waive all coverage under the State Health Benefits Plan ("SHBP") and provide a certification to the State that he or she has other health insurance coverage, the State will waive the contribution for that employee.

6. An employee on leave without pay who receives health and prescription benefits provided by the State shall be required to pay the above-outlined contributions, and shall be billed by the State for these contributions. Health and prescription benefit coverage will cease if the employee fails to make timely payment of these contributions.

7. Active Employees will be able to use pre-tax dollars to pay contributions to health benefits under a Section 125 premium conversion option. All contributions will be made by deductions from pay.


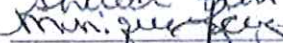
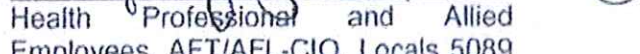
Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO
Locals 5089 and 5094
Tentative Agreements
November 29, 2016

~~The State administered Prescription Drug Program shall be continued in keeping with the legislative appropriation.~~

DATED: November 29, 2016


Yvonne O'Carroll
Rowan University School of Osteopathic
Medicine

DATED: November 2016


Donna B. Boudreau

Sheila M. Hannon

Mary C. Kossick
Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO
Locals 5089 and 5094
Tentative Agreements
November 29, 2016

ARTICLE 9. MONETARY BENEFITS: HEALTH BENEFITS, PRESCRIPTION DRUG PROGRAM, DENTAL CARE PROGRAM, LIFE INSURANCE, AND PENSION, AND HEALTH INSURANCE IN RETIREMENT.

9.03 Dental Plan:

1. It is agreed that the State shall provide Employees a Dental Care Program during the period of this Agreement. The Dental Care Program may be modified by the State Health Benefits Design Committee ("Committee"), in accordance with P.L. 2011, c. 78, effective January 1, 2012 (and each year thereafter). Pursuant to P.L. 2011, c. 78, the Committee has the sole discretion to set the amounts for maximums, co-pays, deductibles, and other such participant costs for all plans in the program and has the sole discretion to determine the plan design, plan components and coverage levels under the program. Full-time Employees and eligible dependents shall be eligible for the State administered Employee Dental Plan(s).


2. Participation in the Plan shall be voluntary with a condition of participation being that each participating employee shall authorize a biweekly salary deduction not to exceed 50% of the cost of the type of coverage elected: e.g., individual employee only, husband and wife, parent and child or family coverage.

3. A member handbook describing the details of the Plans, enrollment information and the required enrollment forms shall be made available on the Division of Pensions and Benefits' website.

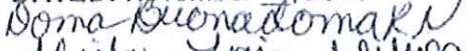
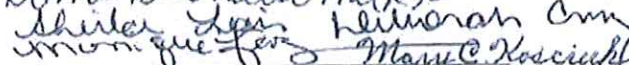
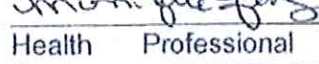
4. Participating Employees shall be provided with an identification card to be utilized when covered dental care is required.

It is agreed that the State shall continue the Dental Care Program, during the period of this Agreement. The program shall be administered by the State and shall provide benefits to all eligible staff and their eligible dependents.

DATED: November 29, 2016


Rowan University School of Osteopathic
Medicine

DATED: November 29, 2016




Mary C. Kosciuk
Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO
Locals 5089 and 5094
Tentative Agreements
November 29, 2016

ARTICLE 9. MONETARY BENEFITS: HEALTH BENEFITS, PRESCRIPTION DRUG
PROGRAM, DENTAL CARE PROGRAM, LIFE INSURANCE, AND PENSION, AND
HEALTH INSURANCE IN RETIREMENT.

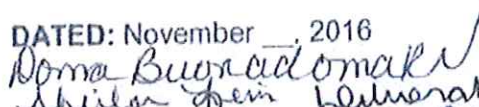
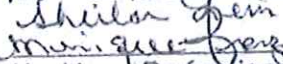
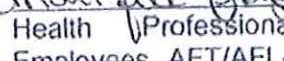
9.04 Life Insurance Program:

Life insurance coverage is provided as part of the Public Employees Retirement System (P.E.R.S.) or the Alternate Benefit Program. Both programs are administered by the New Jersey Division of Pensions and Benefits. Eligibility for participation by staff members and benefits are governed by statute and Rules and Regulations promulgated thereunder and administered exclusively by the New Jersey Division of Pensions and Benefits.

DATED: November 29, 2016

DATED: November 29, 2016


Rowan University School of Osteopathic
Medicine




Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

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ARTICLE 9. MONETARY BENEFITS: HEALTH BENEFITS, PRESCRIPTION DRUG PROGRAM, DENTAL CARE PROGRAM, LIFE INSURANCE, AND PENSION, AND HEALTH INSURANCE IN RETIREMENT:

9.05 Pension:

The University is a participant in the Public Employees Retirement System and the Alternate Benefits Program. Eligibility for participation by staff members and benefits are governed by statute and Rules and Regulations promulgated thereunder and administered exclusively by the New Jersey Division of Pensions and Benefits. A written description of the PERS Program or Alternate Benefits Program can be obtained from the Division of Pensions and Benefits' website, <http://www.state.nj.us/treasury/pensions/University's> ~~Benefits or local Human Resources Office.~~

DATED: November 29, 2016

Yvonne O'Leary
Rowan University School of Osteopathic
Medicine

DATED: November 29, 2016

Dona Buongiorno
Shirley Ann
Monique Lee Veronica Cruz
Health Professional and Allied
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Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO
Locals 5089 and 5094
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November 29, 2016

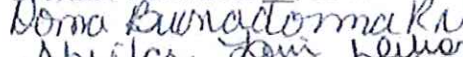
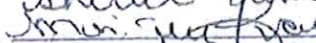
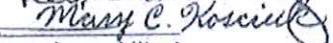
ARTICLE 9. MONETARY BENEFITS: HEALTH BENEFITS, PRESCRIPTION DRUG PROGRAM, DENTAL CARE PROGRAM, LIFE INSURANCE, AND PENSION, AND HEALTH INSURANCE IN RETIREMENT.

9.06 The provisions of Sections 9.01 through 9.05 of this Article are for informational purposes only and are not subject to the contractual grievance/arbitration provisions of Article 14.

DATED November 29, 2016


Rowan University School of Osteopathic
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DATED: November , 2016




Health Professional and Allied
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and 5094

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ARTICLE 9. MONETARY BENEFITS: HEALTH BENEFITS, PRESCRIPTION DRUG PROGRAM, DENTAL CARE PROGRAM, LIFE INSURANCE, AND PENSION, AND HEALTH INSURANCE IN RETIREMENT.

9.07 Health Insurance in Retirement:

A. Those employees who had 20 or more years of creditable service on June 28, 2011, and who accrue 25 or more years of pension credit and retire or retire on a disability retirement on or after July 1, 2011, will contribute 1.5% of the monthly retirement allowance toward the cost of post-retirement medical benefits as is required under law. For the duration of this contract or until such time as different contribution levels are mandated through legislation or until a change is otherwise made in accordance with the New Jersey Employer-Employee Relations Act after the expiration of this contract, those employees who had fewer than 20 years of creditable service on June 28, 2011, and who accrue 25 or more years of pension credit and retire or retire on a disability retirement on or after July 1, 2011, will, for the duration of their retirement, contribute toward the cost of post-retirement medical benefits in accordance with the grid established by P.L. 2011, c. 78. In accordance with P.L. 2011, c.78, the Retiree Wellness Program no longer applies to Employees who accrue 25 years of pension credit or retire on a disability retirement on or after July 1, 2011.

B. The State agrees to assume, upon retirement, the full cost of the Health Benefits coverage for eligible employees and their dependents including the cost of charges under the Part B of the Federal Medicare Program for eligible Employees and their spouses, but not including survivors, for Employees who accrue 25 years of pension credit service, as provided under the State plan, by July 1, 1997, and those employees who retire on disability on the basis of fewer years of pension credit in the State plan by July 1, 1997.

C. Employees who accrue 25 years of pension credit service after June 30, 2007, and before June 30, 2011, will be eligible to receive post-retirement medical benefits ("PRM") in accordance with applicable law in effect at that time. Such Employees will be eligible to participate in the applicable PPO or HMO and will pay 1.5% of pension benefit as a contribution to the cost of PRM, but such contribution shall be waived if the retiree participates in the Retiree Wellness program. Participation shall mean that the retiree completes the designated HRA form at the time of retirement, participates in the annual health assessment, and participates in any individualized health counseling, follow-up, or program developed for that individual. There shall be an annual verification from the appropriate person at the Retiree Wellness Program in which the retiree is participating.

D. Employees who attained 25 years of service on or after July 1, 1997 or retire on a disability retirement on or after that date shall receive Medicare Part B reimbursement after retirement up to a cap of \$46.10 per month per eligible employee

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and the employee's spouse. Employees hired on or after July 1, 1995, will not receive any reimbursement for Medicare Part B after retirement.

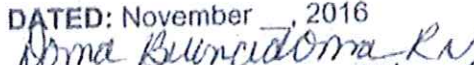
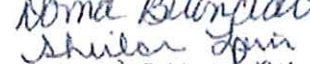
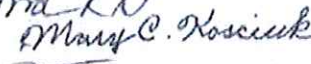
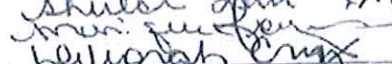
E. Employees who elect deferred retirement are not entitled to health benefits under this provision.

F. Violations of this provision are not subject to the grievance/arbitration procedures of this Agreement. The Union and Employees do not waive any other legal rights they have to enforce the provisions of this Article.

DATED: November 29, 2016


Rowan University School of Osteopathic
Medicine

DATED: November 29, 2016





Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

Donna Buonadonna
Sheila Linn Hellerbach
Maurice J. Kosciuk
Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

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Locals 5089 and 5094
Management Non-Economic Proposal
July 28, 2016

EX. 13

ARTICLE 10. MONETARY BENEFITS: MISCELLANEOUS:

10.05 Continuing Education:

A staff member may request in writing to his/her supervisor, permission to participate in work-related educational workshops, seminars, conferences and/or conventions. The University will make a reasonable effort to approve such participation.

The University will grant time off without loss of pay to those staff members approved to attend Continuing Education conferences. With permission from his/her supervisor, exempt staff members shall be entitled to adjust his/her schedule to attend such conferences.

Staff members shall be allowed to complete mandatory, University web-based courses, during regular work hours.

Night shift staff members who are scheduled off to attend Continuing Education programs may be given as a conference day, either the night before, or the night after. Staff members will receive a response to their request for participation within two (2) weeks of submission.

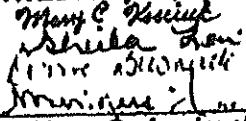
All travel arrangements must be made in conformance with University policy in order to be reimbursable.

The University agrees to reimburse staff members for the tuition/registration fees associated with obtaining and/or maintaining "certifications" required by the University or the State of New Jersey for the position in which they are currently employed by the University. Such reimbursement shall be in accordance with Article 10-06 and charged to the employee's tuition reimbursement allowance. Within 90 days of completion of the seminar, the signed certificate/proof of attendance shall be submitted to Human Resources, and reimbursement will be paid within six (6) weeks of submission.

DATED: July 28, 2016

DATED: July 28, 2016


Christopher Cortese
Rowan University School of Osteopathic
Medicine


Mary C. Kucinski
Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO,
Locals 6089 and 6094
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EX. 14

ARTICLE 10

10.06 Tuition Refund

A) Staff members shall be covered by the University's HPAE Tuition Waiver Program and Tuition Scholarship for Dependents, Spouse, Domestic or Civil Union Partner, and any revisions thereto.

B) However, a staff member receiving the tuition refund benefits (pursuant to the parties' prior collective negotiations agreement, which expired September 30, 2014) toward a degree as of the date this Agreement is ratified may continue to do so until either this Agreement expires or s/he seeks tuition refund through the University's HPAE Tuition Waiver Program, whichever occurs first.

[Prior to ratification of this Agreement, a list of grandfathered employees will be agreed upon by the parties.]

~~A) Effective July 1, 2003, the annual maximum reimbursement will be three thousand dollars (\$3,000) for courses successfully completed with a grade of "C" or better.~~

~~Effective 01/1/2000, if a staff member takes a course at a non-UMDNJ school that allows for deferred tuition reimbursement, the staff member will not be required to pay the school first and then be reimbursed by the University. Provided that the staff member successfully completes the course with a grade of "C" or better and submits an appropriate invoice, the University shall issue a check to the staff member (within the maximum amounts set forth in this paragraph) and the staff member shall submit such check to the non-UMDNJ school. However, it is the responsibility of the staff member to make such payments and the University shall be held harmless from any disputes between the staff member and the non-UMDNJ school regarding tuition payments.~~

~~B) There will be no reimbursement for incidental fees incurred in the courses.~~

~~C) The University will reimburse staff members within six (6) weeks of submission of tuition receipts and grades by the staff member.~~

~~D) There shall be no cap on the number of semesters for which a staff member can receive tuition refund.~~

~~E) Staff members in the Mental Health and Social Work professions shall be eligible to receive tuition reimbursement for course work at post-Masters degree "institutes" or equivalent programs in their fields.~~

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Management Non-Economic Proposal
July 28, 2016**

F) If a staff member is laid off and has received tuition reimbursement, the staff member will not have to return such reimbursement.

DATED: July 28, 2016

DATED: July 28, 2016

Yvonne Cortez
Rowan University School of Osteopathic
Medicine

Mary E. Kiechel
Shirley Chen
Christina...
Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

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ARTICLE 10. MONETARY BENEFITS; MISCELLANEOUS:

* * *

10.0_3 Education Differential for Registered Professional Nurses:

- (A) ~~Effective January 1, 2007 the certification differential will be paid on a bi-weekly basis at the rate of one dollar and thirty-five cents (\$1.35) per hour. Effective January 1, 2008, the certification differential will be increased to one dollar and seventy-five cents (\$1.75) per hour.~~

Documentation of certification must be updated by the end of November of each year. If documentation is not updated, payment of the certification differential will be discontinued in January.

In each year paid, an registered professional nurse employee shall receive, if certified, a payment for only (1) certification. An registered professional nurse employee's certification must be nationally recognized and related to the registered professional nurse employee's specialty practice.

- (B) ~~Effective January 1, 2007 Full Time and Part Time registered professional nurses employees with a Bachelor's Degree in Nursing (BSN) from an accredited school will receive additional compensation of sixty cents (\$.60) per hour. Effective January 1, 2008 the BSN compensation shall be eighty cents (\$.80) per hour.~~

~~Effective January 1, 2007 Full Time and Part Time registered professional nurses employees with a Master's Degree in Nursing (MSN, MA, Ed.M) from an accredited school will receive additional compensation of eighty cents (\$.80) per hour. Effective January 1, 2008 the Masters different shall be one dollar (\$1.00) per hour.~~

An registered professional nurse employee may only receive compensation for the BSN or Master's Degree, not both.

- (C) The compensation for BSN or Master's in Nursing shall be paid bi-weekly and shall be effective the date on which the Human Resources Department receives proof of the degree.
- (D) ~~Effective upon ratification, should an APN or CRNA be certified in a specialty practice that is not required under his/her profession, job title or license, the APN or CRNA shall be eligible for certification pay. It is understood that an employee may only be entitled to receive payment for one (1) certification.~~

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~~Those CRNAs who qualify for certification pay under this Article shall be paid in the same manner as other professional nurses paid on an hourly basis.~~

~~APNs must provide proof of certification to the Human Resources Department by each November 1. Any APN entitled to certification pay under this Article shall receive a lump sum payment no later than the second paycheck of December of each year. A full-time APN who qualified for the certification pay described herein shall receive a lump sum payment of two thousand five hundred dollars (\$2,500). A part-time APN who qualifies for the certification pay described herein shall receive a lump sum payment of one thousand two hundred and fifty dollars (\$1,250). Effective July 1, 2007 the payment will be increased to three thousand dollars (\$3,000) for full-time APNs and fifteen hundred dollars (\$1,500) for part-time APNs.~~

DATED: November 29, 2016

Yvonne Carley
Rowan University School of Osteopathic
Medicine

DATED: November , 2016

Donna Buxton Donna Buxton
Shirley Lee Shirley Lee
Monique Jones Monique Jones
Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

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ARTICLE 10. MONETARY BENEFITS; MISCELLANEOUS:

10.08 On-Call:

~~A) Effective July 1, 2010 all non-exempt staff members required to work on-call, as defined by the Fair Labor Standards Act (F.L.S.A.), shall receive 3.75/hour.~~

AB) When a non-exempt staff member is called to work outside his/her regularly scheduled shift, he/she will be compensated for the actual hours worked. The staff member will be guaranteed a minimum of two (2) hours of compensation whether or not the two (2) hours are worked, except when the end of the call-in period coincides with the beginning of his/her regular shift.

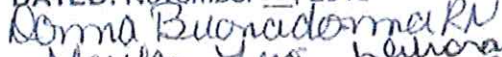
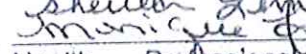
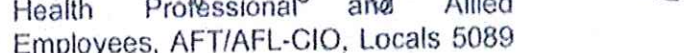
BC) An exempt staff member required to work on-call or who is called to work at a time that the exempt staff member is not normally scheduled to work, shall be treated in accordance with Article 6.025.04 of this Agreement.

CD) All current forms of on-call compensation for exempt staff members shall be maintained at no less than their current level.

DATED: November 29, 2016


Rowan University School of Osteopathic
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Health Professional and Allied
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Locals 5089 and 5094
Management Non-Economic Proposal 1
June 3, 2016

EX. 25

ARTICLE 10. MONETARY BENEFITS; MISCELLANEOUS:

40.09 Charge Differential:

~~Effective July 1, 2010, the charge differential will be 1.50/hr for non-exempt staff members in the Pharmacy Department and Department of Pathology and Laboratory Medicine at University Hospital.~~


Rowan University School of Osteopathic Medicine


Norma Buongiorno
Health Professional and Allied Employees, AFT/AFL-CIO, Locals 5089 and 5094

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO,
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Management Non-Economic Proposal 1
June 9, 2016

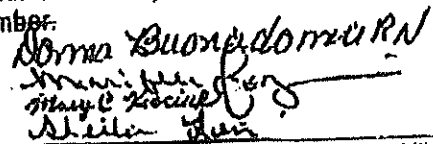
EX. 26

ARTICLE 10. MONETARY BENEFITS; MISCELLANEOUS:

40.44-Cell Phones:

Staff members who make home visits on a regular basis as part of their job duties, such as ~~Public Health Representatives in the New Jersey TB Center~~, shall receive, upon submission of a bill, up to 100 per year for service costs provided that the department does not provide a cell phone to the staff member.


Rowan University School of Osteopathic
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Locals 5089 and 5094
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June 3, 2016

EX. 27

ARTICLE 11. HEALTH AND SAFETY:

11.02 Employer Obligation:

1. The University will observe and comply with all local, state, and federal health and safety laws and regulations, and shall make reasonable provisions for the safety and health of its staff, free of recognized hazards.
2. The University agrees to provide adequate and regularly maintained sanitary facilities for employees' use. Each staff member will maintain acceptable standards of personal hygiene and cleanliness in accordance with the requirements of the job.
3. A staff member must report incidents of unsafe and/or unhealthful conditions to his/her supervisor immediately. The University shall respond in a timely manner to all health and safety problems reported by the Union and/or bargaining unit staff members.
4. The University will provide safety devices for staff members when deemed appropriate by the University or as required by law. Affected employees shall receive appropriate in-service training on new safety equipment, devices, and materials.
5. The University shall, upon request, provide the Union with the results of all health and safety inspections of the facilities of the University. The University shall notify the Union of all such inspections where the inspections were initiated as a result of a Union/employee complaint and/or grievance. The University will also notify the Union in cases where on-going health and safety hazards which may effect the HPAE Union membership are discovered.
6. The University and HPAE 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 to the University's Labor Management Health and Safety Committee on that committee. The union will have the right to one (1) representative to the University Hospital Safety Committee. Any

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June 3, 2010

recommendations concerning improvement or modification of health and safety conditions shall be reported to the appropriate health and safety committee.

7. In the interest of maximizing safety and staff well-being, the University UMBNJ and the HPAE agree that the views and recommendations of the employees 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 HPAE 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. In the event the University establishes any such committees, the Union will have the right to one (1) representative on each Committee. Should more representatives be interested in participating in a Committee, such requests shall be made to the Chair of the Committee, and will not be unreasonable denied.


Rowan University School of Osteopathic
Medicine


Donna Cupparadonna, RN
- Mary E. Roden
- Maria Rini
Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

ARTICLE 14. DISCIPLINE:

14.01 Definition:

Discipline shall mean official written warning/reprimand, suspension without pay, disciplinary demotion or discharge from employment at the University. Dismissal from employment or demotion based upon a layoff or operational changes made by the University shall not be construed to be discipline. A counseling, although in writing, is not to be punitive or considered discipline and shall not be placed in the staff member's central personnel file. Counseling notice is part of the performance improvement process and is an opportunity for management to constructively discuss with a staff member observations made about performance or behavior that is impacting productivity or office morale. Upon the mutual consent of the staff member and his/her supervisor, a union representative may be present.

The University shall have the right to discipline staff members for just cause. Just cause for discipline including discharge from employment shall include those causes set forth in the University Rules and Regulations. This list of causes is not exclusive and discipline up to and including discharge from employment may be made for any other combination of circumstances amounting to just cause. The University reserves the right to substitute a written warning/reprimand in lieu of a suspension without pay and such substituted warning/reprimand shall substitute for suspension in the University's scheme of progressive discipline. A written warning/reprimand in lieu of a suspension of three (3) or more days shall be arbitrable.

Suspensions without pay of three (3) or more days, written warnings/reprimands in lieu of a suspension of three (3) or more days, disciplinary demotions or discharge from employment shall be subject to arbitration as specified in the grievance procedure set forth in Article 14.02, except that discipline imposed for time-and attendance violations shall not be arbitrable. However, in the event a non-exempt staff member receives a suspension without pay for two (2) days or less, such discipline shall not be arbitrable. No other disciplinary actions shall be subject to arbitration.

The University will notify the Union and the Local Union's Co-President in writing of any suspensions or discharges within seventy-two (72) hours of the action not including weekends. Failure by the University to properly notify the Union will not void any disciplinary action, but the time limit for filing a grievance will not commence until the date the Union or staff member was notified of the action in writing.

With respect to non-exempt staff, the University may, in lieu of suspension for a fixed number of days, and upon mutual consent of the union and the staff member, deduct up to five (5) days from vacation balances. The disciplinary penalty will be equivalent to the same number of days of suspension and treated for all purposes as equivalent to a suspension. The use of vacation days by the employee shall not prejudice, in any

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manner, either the employee's grievance, should one be filed, or an arbitrator's award, should the employee's grievance be upheld.

The University shall make every effort to ensure that a staff member shall receive a written notice of a discipline on a form expressly provided for that purpose by the Human Resources department. If such a form is not used, a staff member shall receive a written notice of discipline that shall explicitly state the level of discipline, the date(s) of events relevant to the discipline, and the actions (or lack of actions) causing the discipline. In addition, there shall be a place on the notice for the staff member and the Union Rep to sign that they have received the notice of discipline, and it shall be clearly stated that the staff member's signature does not imply agreement. ~~A staff member shall be informed of his/her right to have a Union Representative present at a disciplinary conference or a conference that may lead to discipline.~~

Where an employee is interrogated during the course of an investigation and when there is reasonable likelihood that the individual being questioned may have formal charges preferred against him/her, the nature of those contemplated charges shall be made known to the employee who shall then, if s/he so requests, be entitled to a representative of the Union, only as a witness or an advisor during subsequent interrogation concerning the charge provided that the interrogation process shall not be delayed and/or the requirement to expedite any official duty not be impaired.

Prior to termination of an employee, the University shall convene a Loudermill hearing. This is a preliminary, informal hearing to determine if there are adequate charges and information to suspend the employee with or without pay pending formal disciplinary action. This Loudermill process includes oral or written notice of the charges, an explanation of the employer's evidence, and an opportunity for the employee to tell his/her side of the story. The employee may request to have a union representative present at this proceeding.

14.02 Grievance Procedure:

A. Definition

1. A breach, misinterpretation or improper application of the terms of this Agreement; or
2. A claimed violation, misinterpretation, or misapplication of rules or regulations, existing policy or orders of the University affecting the terms and conditions of employment.

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B. Purpose

The purpose of this procedure is to assure prompt and equitable solutions of problems arising from the administration of this Agreement or other conditions of employment by providing an exclusive vehicle for the settlement of staff member grievances and to facilitate the uninterrupted operations of the University.

C. General Provision

No grievance settlement reached under the terms of this Agreement shall add to, subtract from, or modify any terms of this Agreement.

Nothing in this Agreement shall be construed as compelling the Union to submit a grievance to arbitration. When a grievant has Union representation, the Union's decision to request the movement of any grievance at any step or to terminate the grievance at any step shall be final as to the interests of the grievant and the Union.

The terms of this Article shall not apply to probationary staff members, except with respect to payroll matters concerning salary and/or benefits. This exclusion shall not apply to regular staff members serving a probationary period due to a change in job title which is included in the negotiating unit, except that under no circumstances will the University's judgment as to the adequacy of the staff member's performance and/or attendance in a probationary period or any action taken in pursuance thereof be deemed to be discipline or subject to grievance.

All time limits are of the essence and may be extended only by mutual written agreement between authorized representatives of the University and the Union. Grievances not raised and processed in strict and absolute accordance with the grievance procedures and time limits will be waived by the Union and staff member and will not be considered.

The lack of response by the University within the prescribed time, unless time limits have been extended by written mutual agreement, shall be construed as a negative response.

A grievance which affects a substantial number or class of staff members, or in the case of suspension or discharge, or which the University representative at Step I lacks the authority to settle, shall be presented at Step II of the grievance procedure. A grievance in the case of suspension or discharge must be presented at Step II within twenty-one (21) calendar days of the receipt of the disciplinary notice, excluding holidays. All disciplinary grievances must be signed by the individual grievant. An e-mail received from the grievant shall suffice for the signature of the individual grievant. Requests for an extension of the time limit for the grievant to sign a disciplinary grievance must be in writing and shall not be unreasonably denied in the event of physical incapacity.

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D. Preliminary Informal Procedure

A staff member may orally present and discuss a grievance with his/her immediate supervisor. At the staff member's option, he/she may request the presence of a Union representative. If the staff member exercises this option, the supervisor may determine that such grievance be moved to the first formal step.

Informal discussions shall not serve to extend the time within which a grievance must be filed, unless such is mutually agreed upon in writing.

If an informal discussion does not produce a satisfactory settlement, the grievant may move the grievance to the first formal step.

E. Formal Steps

Step One:

The grievance shall be reduced to writing and submitted to the department head and Office of Labor Relations within fourteen (14) calendar days, excluding holidays, from the date upon which the staff member first gained or should reasonably have gained knowledge of the alleged violation of the Agreement or policy took place. The grievance shall be signed by the grievant and/or Union representative, and shall set forth the nature of the dispute, the relief sought and the specific provisions of the Agreement/policy alleged to have been violated.

The department head shall answer the grievance in writing within seven (7) calendar days, excluding holidays, after its receipt.

In the event that the department head agrees to meet with the staff member(s) and the Union representative within seven (7) calendar days of the filing of the grievance, the department head shall have seven (7) calendar days after the meeting to respond in writing to the grievance.

Step Two:

The grievance may be appealed by written notice to the Assistant Vice President for Labor Relations~~Human Resources~~ of the University or his/her representative within seven (7) calendar days, excluding holidays, after the Step One decision was rendered or due.

The Assistant Vice President for Labor Relations~~Human Resources~~ or his/her representative will convene a hearing within twenty-one (21) calendar days, excluding weekends and holidays, after receipt of the grievance unless extended by mutual agreement. The staff member may be represented at such hearing by the Union representative, Local Union Chairperson or designee. The Assistant Vice President for

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~~Labor Relations~~ Human Resources or his representative will render a decision within twenty-one (21) calendar days from the date of the conclusion of the hearing.

Discipline that is grieved in accordance with Step One of the Grievance procedure shall be stayed until resolved through Step Two. Such grieved discipline may not be referred to or relied upon in any evaluation, promotional decision or subsequent disciplinary charge, other than termination, until the grieved discipline has been resolved through Step Two. Grievance discipline shall be considered resolved through Step Two after the Assistant Vice President of Labor Relations Human Resources or his/her representative has held a hearing and rendered a decision in accordance with that step of the grievance procedure or, for discipline subject to arbitration, the time for the hearing or decision has passed.

This provision shall not apply to:

1. disciplinary demotion or discharge; and
2. discipline for conduct, which in the University's discretion, demonstrates a threat to property or the health and safety of the grievant, University staff or the public.

In the event that a staff member serves any portion of a suspension prior to filing a grievance concerning that suspension, only the balance of the suspension will be stayed and there shall be no entitlement to reimbursement or reinstatement for the days served unless and until the grievance is sustained.

Step Three, Arbitration:

In the event the grievance has not been satisfactorily resolved in Step Two, and the grievance involved an alleged violation of the Agreement as described in the definition of a grievance in A (1) above or in the case of discipline involves the following implemented disciplinary actions:

1. Suspension without pay of three (3) days or more, excluding suspensions imposed for time-and attendance violations.
2. Written warnings/reprimands in lieu of suspension of three (3) or more days, excluding written warnings/reprimands in lieu of suspension imposed for time-and attendance violations
3. Involuntary Demotion
4. Discharge

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then a request for arbitration may be brought only by the Union within thirty (30)~~sixty (60)~~ calendar days from the date the Union received the Step Two decision.

The request for arbitration shall be submitted in writing to the State of New Jersey Office of Employee Relations by certified mail, with a copy to the Assistant Vice President Public Employment Relations Commission, with a copy sent to the Director of Labor Relations.

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 Union 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.

Arbitrators shall be selected, on a case-by-case basis, under the selection procedure of the Public Employment Relations Commission. A transcript of all arbitration hearings may be taken. All fees and expenses of arbitration shall be divided betweenborne by the University and Union equally, except that the cost of preparing and presenting each party's case or charge for a late cancellation shall be borne by each respective party. 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 Union, then the cost shall be shared equally.

In matters regarding discipline, tThe arbitrator selected shall be requested to hold the arbitration within one hundred and twenty (120) calendar days from the date selected and render his/her decision within thirty (30) calendar days after the close of the hearing unless such time is extended by mutual consent of the parties in writing.

The arbitrator shall have the right to subpoena relevant documents and witnesses if requested by either party.

The function of the neutral arbitrator shall be of a judicial rather than a legislative nature. The arbitrator shall give effect to the plain meaning of the Agreement language and shall not interpret such language unless the meaning of the language is unclear and

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ambiguous. When an arbitrator is called upon to interpret language in this Agreement, he/she shall render a decision which is consistent with the plain meaning of the Agreement's language, consistent with the common law of contract interpretation and with general considerations reserved to management by the Public Employee Relations Act and case interpretation of that Act.

The arbitrator shall not have the power to add to, subtract from or otherwise amend this Agreement nor shall he/she have the authority to prescribe a monetary award as a penalty for a violation of this Agreement.

Should the arbitrator reinstate a staff member with back pay, the staff member may be paid for the hours he/she would have worked in his/her normally scheduled work week, at his/her base rate of pay less any deductions required by law or other off-setting income for the back pay period specified by the arbitrator.

The decision of the arbitrator shall be final and binding upon the University, the Union and staff member, unless either party seeks a review in an appropriate court proceeding. In the event either party seeks a review, such procedure shall operate as a stay of the arbitrator's award until the judicial review is concluded.

With respect to contract interpretation grievances, the scope of judicial review shall be limited to determining whether the arbitrator's award is within the limits of the authority of the arbitrator as set forth in this Article.

A neutral arbitrator may hear and decide only one grievance during one arbitration proceeding unless otherwise mutually agreed in writing by the parties. In the event that either party asserts that the grievance is barred or waived by the grieving party's failure to follow procedures or adhere to the time limits specified in this Article, the neutral arbitrator selected in accordance with the provisions contained herein shall render a decision as to the waiver or bar of the issue prior to any hearing on the merits of the grievance, unless the parties mutually agree in writing otherwise. The parties agree that the issue of waiver or bar shall not be decided by the same arbitrator who decides the merits of the grievance, unless the parties mutually agree in writing otherwise. Both parties shall be given ample notice of the time and place of any hearing before the arbitrator and shall be afforded ample opportunity to present to the arbitrator evidence and contentions pertinent to the question or questions at issue, including the direct and cross-examination of all witnesses.

The arbitrator shall not substitute his/her judgment for the University where this Agreement has specified whose judgment will be used or the matter involved has been reserved to the University by law or this Agreement.

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Upon receipt of the arbitrator's award, corrective action, if any, will be implemented as soon as practical, but in any event no later than thirty (30) calendar days after receipt of the arbitrator's award, unless a party wishes to challenge the award.

~~If the arbitrator's decision is not challenged within thirty (30) calendar days, the decision shall be final and binding. If challenged, the appropriate party must initiate such legal proceedings as available within thirty (30) calendar days of receipt of such award from the arbitrator. In the event asuch legal remedy is pursued, corrective action will be implemented no later than fifteen (15) calendar days after final resolutions by the courts.~~

The terms of any settlement agreed upon in a case that has been filed for arbitration shall be implemented as soon as practical, but in any event no later than forty-five (45) days after the agreement is fully executed. The agreement may contain, if appropriate, either as a term of the agreement, or as an appendix, a statement(s) concerning the implementation of the terms of the agreement.

In order to expedite the grievance/arbitration process and to promote the settlement of grievances, the Union and the University agree on the following:

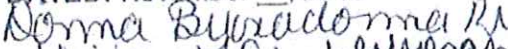
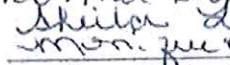
1) The University shall notify the Union of its intent to file a scope of negotiations petition no later than sixty (60) days after the University receives notice from PERC of the filing of the grievance. ~~The scope petition shall be filed no later than thirty (30) days after the University send the Union the notice of intent to file such a petition.~~

2) In the event that either party asserts that a grievance is barred or waived by the grieving party's failure to follow procedures or adhere to the time limits specified in this Article, the party asserting this claim shall provide to the arbitrator and the grieving party an explanation of such an assertion within ninety (90) days after the party asserting this claim receives notice from PERC of the filing of the grievance.

DATED: November 29, 2016


Rowan University School of Osteopathic
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and 5094

Negotiations Between HPAE Local 5089/5094 and Rowan University – SOM
Tentative Agreements June 3, 2016
ARTICLE 15. NON-DISCRIMINATION

Modify as follows:

(CM) *AK*
(CM) *AK*
Neither the University nor the Union will discriminate against any employee or applicant for employment including harassment, in any matter relating to employment because of race, color, creed, national origin, ancestry, nationality, ~~sex~~ religion, sex (including pregnancy), marital 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 service in the Armed Forces of the United States of America. Neither the University nor the Union will discriminate against any employee because the employee is or is not a member of the Union, or because the employee has filed any complaints or grievances with the University or the Union.

Rowan SOM

HPAE Local 5089/5094

[Signature]
Diana Borzudoma R.
Sheila [Signature]
Mary C. [Signature]
Nicholas Cruz

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO
Locals 5089 and 5094
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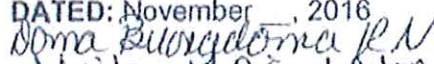
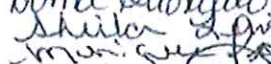
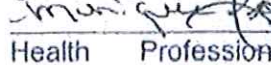
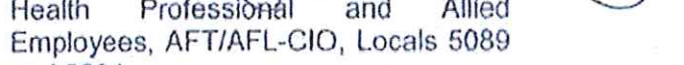
ARTICLE 17. SUB-CONTRACTING SERVICES.

The University will discuss with the Union any decision to subcontract work based solely on fiscal reasons when it is apparent that employees will be laid off as a direct result of subcontracting. If the University contemplates contracting for work normally performed by staff covered by this Agreement and the result would be the displacement of those staff members, the University agrees that, at least five (5) weeks prior to the execution of such contract, it will meet with the Union for the discussion of the proposed contract. If such contract is executed, the University agrees to give displaced staff consideration concerning other positions at the University for which they are qualified.

If such subcontracting necessitates the layoff of personnel, affected staff shall be given at least twenty-eight (28) ~~thirty (30)~~ calendar days' notice prior to being laid off.

DATED: November 29, 2016


Rowan University School of Osteopathic
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DATED: November 29, 2016




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Rowan University (SOM) and HPAE Local 5089 and 5094 Negotiations
July 28, 2016 Tentative Agreements

ARTICLE 19. JOINT COMMITTEES LABOR-MANAGEMENT COMMITTEE

In the interest of solving mutual problems, the Union and the University agree to the following joint Labor/Management Committees:

1. ~~University-wide Labor Management Committee~~

~~The University and the Union agree to the establishment of a University-wide Labor/Management Committee. There shall be representatives of the union (not to exceed 5) and representatives of the University (not to exceed 5). This committee shall consist of ten (10) representatives selected by the Union and ten (10) representatives selected by the University. These committee meetings shall be scheduled upon request, but not more often than quarterly, unless mutually agreed, in January of each year for the entire year.~~

~~The University-wide Committee shall meet twice a year to discuss overall, system wide issues of mutual concern to the Union and the University. The Director/Assistant Vice President of Labor Relations or designated representative shall attend the meetings of this Committee. Administrators or designees from any of the Divisions or Schools of the University department will attend these meetings as necessitated by the agenda, which must be submitted to the Director/Assistant Vice President of Labor Relations fourteen (14) days prior to the meeting date.~~

~~The Labor-Management Committees shall function completely separate from and independent of all grievance procedures under this Agreement. These meetings shall not be considered negotiating sessions.~~

~~The University agrees to release from work, if necessary, the members of the Labor-Management Committees, at no loss of their base rate of pay for the purpose of attending Labor-Management Committee Meetings. The Union shall inform the University's Office of Human Resources Labor Relations of the members of these Committees fourteen (14) days prior to the first meeting.~~

2. ~~Unit/School Labor Management Committees~~

~~The University and the Union agree to have ad hoc unit/school labor management committee meetings to address issues specific to the units or schools. The schools are: NJMS, RWJMS, SOM, SON, SHRP, NJDE, GSBS, SPH. The units are: Central Administration, UBHC (including UCHC), and University Hospital. These meetings will occur on an as-needed basis, but should not exceed a total of four (4) in a year.~~

**Rowan University (SOM) and HPAE Local 5089 and 5094 Negotiations
July 28, 2016 Tentative Agreements**

~~There shall be representatives of the union (not to exceed 5) and representatives of the University (not to exceed 5). The Union will provide an agenda at least fourteen (14) days in advance of the meeting date along with a list of employees who might need to be released from work to attend.~~

DATED: July 28, 2016

DATED: July 28, 2016

Heather L. Miller
Heather L. Miller
Mary C. Kisch

Chonnie O'Farrell
Rowan University School of Osteopathic
Medicine

Heather L. Miller
Health Professionals and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

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TENTATIVE AGREEMENT

ARTICLE 20. WAGES

A) Compensation Plan:

The Parties acknowledge the existence and continuation during the term of this Agreement of a Compensation Plan which incorporates in particular but without limit the following basic concepts;

- 1) A system of position classification with appropriate position description.
- 2) Job descriptions for all HPAE positions which are in the database shall be provided to the HPAE within one (1) month of ratification of this agreement. Other current job descriptions shall be provided as they become available or as requested by the Union.
- 3) A salary range with specific minimum and maximum rates and intermediate merit incremental steps therein for each position, if applicable.
- 4) Regulations governing the administration of the plan, including an Employee Performance Evaluation.
- 5) The authority, method and procedures to effect modifications as such are required. It is agreed that during the term of this Agreement, October 1, 2014 to June 30, 2018 ~~July 1, 2010 to September 30, 2014~~ the following salary and fringe benefit improvement shall be provided to eligible staff members in the unit within the applicable policies and practice of the University and in keeping with the conditions set forth herein.

~~Subject to the conditions set forth in the paragraph below and subject to the State Legislature enacting appropriations for these specific purposes, the University agrees to the following additional benefits, effective at the time stated herein:~~

B) Wage Program

It is agreed that during the term of this Agreement for the period beginning on the effective date of this Agreement by the parties until the termination of this Agreement, the salary improvements set forth below shall be provided to eligible employees in the unit within the applicable policies and practices of the State and University ~~Subject to the conditions set forth in the paragraph below and subject~~

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to the State Legislature enacting appropriations for these specific purposes, the University agrees to the following additional benefits, effective at the time stated herein:

1. Professional Staff, Advance Practice Nurses and Staff Nurses (Does Not Include Per Diem Employees)

The University shall increase wages for professional staff, advance practice nurses and staff nurses as follows:

Effective October 1, 2014

- Zero percent across-the-board increase
- No step movement on the applicable salary scale appended to this Agreement (the "Salary Scale") for fiscal year 2015

Effective July 1, 2015

- Zero percent across-the-board increase
- Except as stated below, employees hired prior to July 1, 2014 will move one step on the Salary Scale for fiscal year 2016. However there will not be any retroactive payment to any employee as a result of this move on the Salary Scale.

Effective July 1, 2016

- 1.5 percent across-the-board increase
- Except as stated below, employees hired prior to July 1, 2015 will move one step on the Salary Scale for fiscal year 2017
- Payments for the July 1, 2016 across-the-board increase and the July 1, 2016 step on the Salary Scale for fiscal year 2017 will be paid retroactively to July 1, 2016 to all eligible employees who remain on the payroll as of the date payment is made by the University

Effective July 1, 2017

- 1.5 percent across-the-board increase
- Except as stated below employees hired prior to November 30, 2016 will move one step on the Salary Scale for fiscal year 2018
- Full-time employees hired prior to November 30, 2016 and who are at the top step of the Salary Scale and therefore not entitled to advance a step on the Salary Scale, will, instead, receive a \$450 lump-sum payment, which shall not be included in base salary. Part-time employees shall be eligible for a pro-rata lump-sum payment.

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All increment steps for staff nurses shall be subject to the Guidelines - Scales WS Placement, which are appended hereto, including the provision requiring two years part-time experience for each increment step.

pdf *max. DD* There shall be no step movement after July 1, 2017 for any employee, subject to future negotiations of a successor agreement. mfb
Effective July 1, 2010

- ~~0% ATB increase.~~
- ~~No step movement for FY 2011.~~
- ~~No increase to the PH and PS salary scales.~~

Effective July 1, 2011

- ~~0% ATB increase.~~
- ~~No step movement for FY 2012.~~
- ~~No increase to the PH and PS salary scales.~~

Effective July 1, 2012

- ~~Employees hired prior to 7/1/10 will move one step on the PH or PS salary scales.~~
- ~~There will be a 0.5% increase to the PH and PS salary scales.~~
- ~~500 lump sum payment for full time employees at step 20 as of 7/1/10; a 250 lump sum payment for part time employees at step 20 as of 7/1/10~~

Effective July 1, 2013

- ~~Employees hired prior to 7/1/11 will move one step on the PH or PS salary scales.~~
- ~~There will be a 0.5% increase to the PH and PS salary scales.~~
- ~~500 lump sum payment for full time employees at step 20 as of 7/1/11; a 250 lump sum payment for part time employees at step 20 as of 7/1/11~~

Effective January 1, 2014

- ~~There will be a 1% increase to the PH and PS salary scales.~~
- ~~No step move~~

Contract expires September 30, 2014.

The above economic proposal is contingent on the agreement of the parties that the 2008 and 2009 Wage Re-opener is settled with a 0% increases for each year, and no increase to the salary scales.

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2. Staff Nurse Per Diems

Staff nurse per diems shall receive an hourly wage of \$45.00.

Staff per diems shall make themselves available to work a minimum of one weekend shift per month, as well as one premium holiday from July 1 through November 30 and one premium holiday from December 1 through June 30.

When a per diem reports for his/her shift, but is sent home, the per diem will receive two (2) hours pay.

3. Advance Practice Nurses Only:

Conference Days:

Full-time Advanced Practice Nurses (APNs) are eligible for 5 conference days per year prorated for part time APNs.

Compensatory Day:

An APN who works a "full day" beyond his/her regular work week shall be granted a Comp Day for said day worked provided that the APN notifies his/her supervisor in writing of the operational necessity to work beyond his/her regular work week and receives the supervisor's prior approval to do so. For the purpose of this provision, a "full day" shall be defined as the employee's regular daily hours of work. Comp Days may not be earned fractionally.

Comp days must be used prior to vacation and float holidays, and by the end of the quarter following the quarter in which they were earned.

Collaborative Practice Agreements:

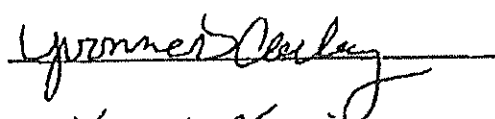


Within sixty (60) days from the ratification of this Agreement, the University will designate a contact person for APNs to serve as an information resource regarding issues such as the provision of documents pertaining to Collaborative Practice Agreements, as well as other issues relating to an APNs practice at the University.

On-Call:

APNs shall receive ~~\$6.50~~ per hour for on-call duties. At the time of hire, transfer or promotion to an Advanced Practice Nurse position, an employee shall be notified if the position requires on-call duties.

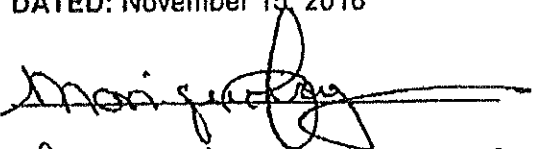

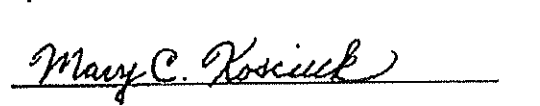
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Tentative Agreement
November 15, 2016

DATED: November 15, 2016


Lynnette Clarke

Kenneth Kuenzi

Michael R. Smith

Rowan University School of
Osteopathic Medicine

DATED: November 15, 2016


Mari G. Gagliardi

Donna Buoradoma RN

Mary C. Kosiuck

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and 5094

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ARTICLE 224. EFFECTIVE DATE AND DURATION

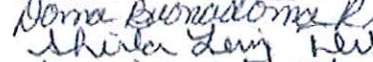
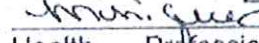
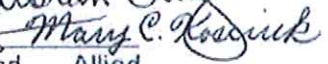
This Agreement, except as otherwise stated shall be effective on October 1~~July 1, 2014~~ and shall remain in effect through June 30~~September 30, 2018~~.

This Agreement shall remain in full force and effect from the date of execution thereof through June 30~~September 30, 2018~~. Henceforth, ~~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 February 1, 2018 or February 1~~March 1, 2014~~ or ~~March~~ of any subsequent year for which this Agreement was automatically renewed. Official notice to the ~~State~~ University shall be made, in writing, to the Director of the Governor's Office of Employee Relations, State of New Jersey, State House, 4th Floor, P.O. Box 228, Trenton, New Jersey 08625 by addressing the Vice President for Human Resources of his/her designee. Official notice to HPAE shall be made, in writing, to by addressing the President of HPAE, Health Professional and Allied Employees, AFT/AFL-CIO, 110 Kinderkamack Road, Emerson, New Jersey 07630.

DATED: November 29, 2016


Rowan University School of Osteopathic
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DATED: November 29, 2016




Health Professional and Allied
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and 5094

Appendix A – List of University Operating Units

For the purposes of Article 4.07, University Operating Units are defined as follows:

Unit	Organization Code
Academic & Student Affairs	V0501, V0502, V0503, V0601
CARES Institute	V1502
Compliance - Stratford	V0103
Deans Office	V0101
Department of Geriatric & Gerontology/NJISA	V1110
Department of Obstetrics Gynecology	V1801, V1803, V1804, V1802
Department of Pathology	V1301, V1303
Department of Surgery	V1401, V1403
Department of Cell Biology	V0201
Department of Family Medicine	V1701, V1704, V1708, V1709, V1711, V1713, V1714
Department of Medicine	V1601, V1607, V1610
Department of Molecular Biology	V0301
Department of Pediatrics	V1501
Department of Psychiatry	V1201, V1203
Facilities & Operations - Stratford	V0102, V0104, V0105, V0107, V0108
Faculty Practice Administration	V0790, V0795, V0801, V0803, V0804
Financial Services - Stratford	V0802, V0805
GME & House Staff	V0603, V0606
Human Resources - Stratford	V0807
Internal Audit - Stratford	V0808
IRT - Stratford	V0602, V0605, V0613, V0614
Health Sciences Library - Stratford	V0604
NeuroMusculoskeletal Institute (NMI)	V0901, V1702, V1705, V1901
Offices of the Sr. Associate Dean for Research & GSBS	V0203, V0300, V0402, V0403
Research Administration/Grants & Contracts - Stratford	V0401, V0806, V0809
Student Financial Services - Stratford	V0505
University Relations - Stratford	V0110, V0701

*Current as of August 19, 2015; any changes will be communicated to the Union.

Domènec R. V.
Mary C. Roscoe
Shirley Chen

T/A [Signature]
ROWAN
[Signature]
HPRE 5094/5085
11/24/15

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APPENDIX . SCALE WS GUIDELINES

Guidelines – Scales WSB Placement:

Guidelines for the placement of current staff or new hires on Scale WSB will be as follows:

- *Only documented experience may be credited.
- *Full time experience within the United States shall be credited on a year-for-year basis with no cap.
- * Part time experience shall be credited on a 2-for-1 basis (i.e., 2 years part time experience equals 1 year of credit).
- *Per diem and Agency work experience will not be credited except that at the sole discretion of the University. A review of such experience may be conducted and credit assigned after consideration of the amount and type of experience involved.
- * Foreign nursing experience will be credited on a 1-for-1 basis. There shall be a cap of 13 years credit for foreign experience.
- * Full time experience as an LPN shall be credited on a 2-for-1 basis. Part time experience as an LPN shall be credited on a 4-for-1 basis. There shall be a cap of 5 years on credit which may be attributed to LPN experience.
- * An applicant to Scale WSB will be credited for any years of experience accrued prior to a three (3) year break in nursing practice provided that the applicant has a minimum of eighteen (18) months of nursing practice after the cessation of the three (3) year break.

***Experience Definition:**

Such experience shall include all RowanSOMUMDNJ experience as well as all experience, except as limited above, in the following:

- a) Acute Care Hospitals
- b) Long Term Care Facilities
- c) Public Health
- d) Home Health
- e) Mental Health Facilities
- f) Doctor's offices if such experience is directly related. The determination if such other experience is related will be made by the University.
- g) Such other experience as the Chief Nursing Officer or his/her organizational counterpart may deem appropriate in his/her sole discretion.

Step wage increases shall be based upon attainment of the appropriate number of years of experience.

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO
Locals 5089 and 5094
Tentative Agreements
November 23, 2016

DATED: November 19 2016

Yvonne O. Sauter
Rowan University School of Osteopathic
Medicine

DATED: November 2016

Domena Buonadonna, R.N.
Shirley J. Jones *Helen C. Kosciuk*
Monique Jones *Mary C. Kosciuk*
Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO
Locals 5089 and 5094
Tentative Agreements
November 29, 2016

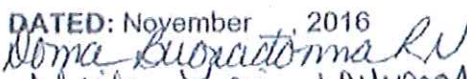
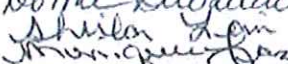
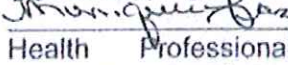
APPENDIX . WS SCALE

[Insert Updated WS (Formerly UB) Salary Scale]

DATED: November 29 2016


Rowan University School of Osteopathic Health Professional and Allied
Medicine

DATED: November , 2016




Mary C. Rosdick
Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO
Locals 5089 and 5094
Tentative Agreements
November 29, 2016

APPENDIX . PH SALARY TABLE

[Insert Updated WK (Formerly PH) Salary Table]

DATED: November 29 2016

Yvonne O. Carter

Rowan University School of Osteopathic
Medicine

DATED: November , 2016

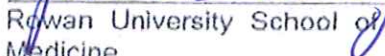
Dona Bucadorna R. / Shirley Ann Latoran Cmy / Mari-gene Bay / MaryC Roschke
Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO
Locals 5089 and 5094
Tentative Agreements
November 29, 2016


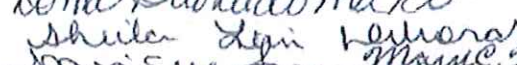

APPENDIX __. WL SALARY TABLE

[Insert Updated WL (Formerly PS) Salary Table]

DATED: November 29, 2016


Rowan University School of Osteopathic
Medicine

DATED: November 2016




Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

Rowan University and Health Professional and Allied Employees, AFT/AFL-CIO
Locals 5089 and 5094
Tentative Agreements
November 29, 2016

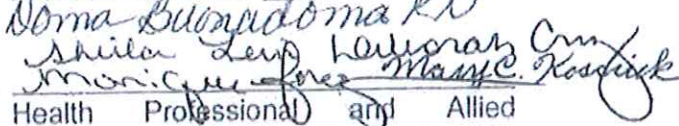
APPENDIX . WU SCALE

[Insert Updated WU (Formerly US) Salary Scale]

DATED: November 29, 2016


Rowan University School of Osteopathic
Medicine

DATED: November , 2016


Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

HPAE Locals 5094/5089 Proposals presented to The Governor's Office of Employee Relations on Behalf of Rowan University

May 17, 2000

Ann Twomey, President
Health Professionals and Allied Employees
110 Kinderkamack Road
Emerson, New Jersey 07360

RE: Bumping Rights

Dear Ms. Twomey:

The University will continue to make its best effort to place individuals who do not have bumping rights. A campus Human Resources representative shall meet with such an individual prior to the effective date of layoff to review vacant positions. ~~Further, such an individual shall be guaranteed at least one (1) interview for a vacant position for which they are qualified.~~

Please indicate your agreement by signature below.

Very truly yours,

Kenneth Kuerzi ~~Howard J. Pripas~~
Assistant Vice President ~~Director of Labor~~
Relations

HJP/mp

c: Ronald A. Brooks

Ann Twomey, President
Health Professionals and Allied
Employees/AFT AFL-CIO

The union reserves the right to add, delete, change or modify any of these or future proposals during the course of the negotiations. Any contract section (including all side letters and appendices) not referenced shall remain the same.

Ann Twomey, President
Health Professionals and Allied Employees
AFT, AFL-CIO
440 Kinderkamack Road
Emerson, NJ 07630

Re: Vacation Carryover

Dear Ms. Twomey:

If the union believes the employee is required to carry over vacation accruals in excess of one year because they are not being allowed by the Department to schedule vacation time, they should bring this to the attention of Labor Relations and the matter will be investigated. Labor Relations will discuss the issue with the department and inform them that they must approve excess vacation carryover within the 6-month carryover period. Should the staff member not request vacation, the department may schedule the employee for vacation within the 6-month period.

Please indicate your agreement by signature below:

Very truly yours:

Abdel Kanan, Esq.
Director of Labor Relations

Ann Twomey, President
Health Professionals and Allied Employees
AFT, AFL-CIO

DATED: November 29, 2016

Yvonne C. Carter
Rowan University School of Osteopathic
Medicine

DATED: November __, 2016

Donna Buonadonna RN
Shila Lem *Michelle* *May C. Kossick*
Health Professionals and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

Rowan University (SOM) and HPAE Local 5089 and 5094 Negotiations
Tentative Agreements
August 30, 2016

Ann Twomey, President

Health Professionals and Allied Employees
AFT, AFL-CIO
440 Kinderkamack Road
Emerson, NJ 07630

Re: ~~Veteran's Day~~

Dear Ms. Twomey:

~~The University will agree to meet with the HPAE review ways to honor and recognize Veteran's Day.~~


~~Please indicate your agreement by signature below.~~

~~Very truly yours,~~

Abdel Kana, Esq.
Director of Labor Relations

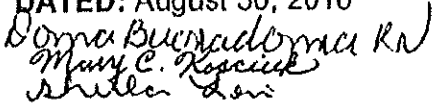
Ann Twomey, President
Health Professionals and Allied Employees
AFT, AFL-CIO

DATED: August 30, 2016



Rowan University School of Osteopathic
Medicine

DATED: August 30, 2016



Donna Buena, RN
Mary C. Koppick
Shirley Lee

Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

November 5, 2014

Ann Twomey, President
Health Professionals and Allied Employees
AFT, AFL-CIO
110 Kinderkamack Road
Emerson, NJ 07630

Re: Exempt Employees

Dear Ms. Twomey:

If the Union believes an exempt employee is regularly and routinely required to work excessive hours, they should bring this to the attention of Labor Relations and the situation will be investigated with the Office of Compensation Services in conjunction with the appropriate senior management of the unit. A summary of the findings of the investigation and any remedial action taken will be supplied to the union within sixty (60) days. The findings of the investigation are subject to the grievance procedure through Step 2.

Annually, in the month of September, the Vice President of Human Resources will send a communication to the UMDNJ schools and units stating that there should be a reasonable approach taken with regards to flexibility of scheduling exempt employees.

Please indicate your agreement by signature below.

Very truly yours,

Abdel Kanan, Esq.
Director of Labor Relations

Ann Twomey, President
Health Professionals & Allied Employees
AFT, AFL-CIO

DATED: November 29, 2016

Rowan University School of Osteopathic Medicine
Rowan University School of Osteopathic Medicine

DATED: November 29, 2016
Donna Byrnadoma RN
Shila Lemif
Manique
Health Professionals and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

November 5, 2011

Ann Twomey, President
Health Professionals and Allied Employees
AFT, AFL-CIO
440 Kinderkamack Road
Emerson, NJ 07630

Re: Hiring and Promotional Opportunities for Internal Candidates

Dear Ms. Twomey:

The University is sensitive to issues presented regarding the hiring and promotional opportunities for internal candidates. Provided that internal candidates meet the requirements for a job posting, it is preferred and strongly encouraged that interviews be granted for the internal candidates who applied within the first five (5) days the position was posted.

Provided qualifications are substantially equal between an internal and external candidate, the appointment of the internal candidate is preferred and encouraged. Provided qualifications and work experience are substantially equal between internal candidates, the appointment of the senior internal candidate is preferred and encouraged. Qualifications are deemed to include, but are not limited to, consideration of work performance, time and attendance and demonstrated attributes consistent with the University's Code of Ethics and Conduct. This side letter is not subject to the grievance procedure.

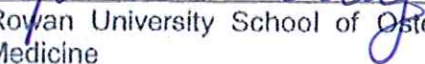
Please indicate your agreement by signature below.

Very truly yours,

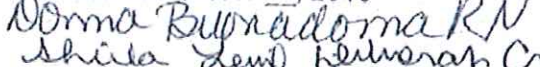

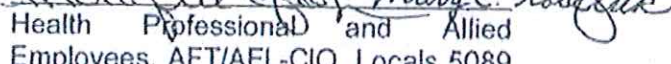
Abdel Kanan, Esq.
Director of Labor Relations

Ann Twomey, President
Health Professionals & Allied Employees
AFT, AFL-CIO

DATED: November 29, 2016


Yvonne Cortez
Rowan University School of Osteopathic
Medicine

DATED: November __, 2016


Donna Bupradoma RN

Shila Kemp

Mary C. Kosciuk
Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

November 5, 2011

Ann Twomey, President
Health Professionals and Allied Employees
AFT, AFL-CIO
110 Kinderkamack Road
Emerson, NJ 07630

Re: Helpline

Dear Ms. Twomey:


A staff member may file a complaint with the University's Helpline if she/he believes that she/he has been discriminated against or subjected to harassment and/or a hostile work environment. Such complaints will be triaged and forwarded to the appropriate party for further review and resolution.

Please indicate your agreement by signature below.

Very truly yours,

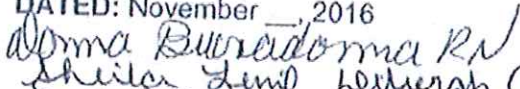
Abdel Kanan, Esq.
Director of Labor Relations

DATED: November 29, 2016


Rowan University School of Osteopathic
Medicine

Ann Twomey, President
Health Professionals and Allied Employees
AFT, AFL-CIO

DATED: November 29, 2016


Donna Buerdema, RN
Shirley Lemp, LMSW
Monique Lee, LMSW
Health Professionals and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

November 5, 2011

Ann Twomey, President
Health Professionals and Allied Employees
AFT-AFL-CIO
140 Kinderkamack Road
Emerson, NJ 07630

Re: Job Series

Dear Ms. Twomey:

Both parties agree to meet within 90 days of ratification of this agreement in order to discuss and make recommendations for job series within the HPAE 5094 titles for the purposes of bumping rights.

The committee will consist of four (4) members from the Union and four (4) members from management.

Please indicate agreement by signature below:

Very truly yours,

Abdel Kanan, Esq.
Director of Labor Relations

Ann Twomey, President
Health Professions & Allied Employees
AFT-AFL-CIO

DATED: November 29, 2016

Yvonne Carter
Rowan University School of Osteopathic
Medicine

DATED: November __, 2016

Donna Buonadonna
Shila Gupta
Maria Roschke
Health Professionals and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094



~~University of Medicine &
Dentistry of New Jersey~~

~~November 5, 2011~~

Ann Twomey, President—
Health Professionals and Allied Employees—
APT, AFL-CIO—
110 Kinderkamack Road—
Emerson, NJ 07630—

~~Re: Research Staff Issues~~

Dear Ms. Twomey:

~~The University agrees that the Vice President of Research and HPAB representatives, not to exceed three (3) staff members and one (1) staff representative, shall meet to discuss research staff issues.~~

~~Please indicate your agreement by signature below.~~

~~Very truly yours,~~

[Handwritten signature]

~~Abdel-Kanan, Esq.~~
~~Director of Labor Relations.~~

~~Ann Twining~~

~~Ana Twunney, President~~
~~Health Professionals and Allied Employees~~
~~AEP, AFL-CIO~~

Donna Blomdorn
Mary C. Kocak
Shirley Lee

Rowan University School of Osteopathic
Medicine

Health Professional and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

November 5, 2011

Ann Twomey, President
Health Professionals and Allied Employees
AFT, AFL-CIO
110 Kinderkamaek Road
Emerson, NJ 07630

Re: Inclement Weather Policy

Dear Ms. Twomey:

As agreed, please be advised that the University and the Union will continue to work with the UMDNJ Union Coalition to make recommendations regarding changes to the current University Inclement Weather Policy.

Please indicate agreement by signature below.

Very truly yours,

Abdel Kanan, Esq.
Director of Labor Relations

Ann Twomey, President
Health Professionals & Allied Employees
AFT, AFL-CIO

DATED: November 29, 2016

Yvonne Cloutier
Rowan University School of Osteopathic
Medicine

DATED: November __, 2016

Donna Buonadonna RJ
Shirley Lewis *William C. Ryan*
Monique J. Ryan *Mary C. Koscinski*
Health Professionals and Allied
Employees, AFT/AFL-CIO, Locals 5089
and 5094

HPAE and Rowan University Joint Negotiations Agreement

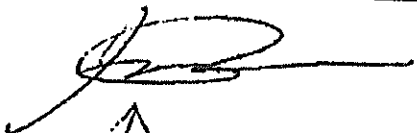
The State of New Jersey/RowanSOM and HPAE 5089 and HPAE 5094 agree as follows:

1. The parties agree to engage in joint negotiations with both the Registered Nurses (Local 5089) and Professional Staff (Local 5094) negotiations units for the purposes of negotiating a successor collective negotiations agreement for the contract term commencing on October 1, 2014.
2. The provisions of the parties' two separate collective negotiations agreements will be incorporated into a single agreement. The Union and the Employer agree that unless otherwise noted in the successor agreement, all language will apply to all employees covered under the agreement. In areas where terms and conditions may differ between Registered Nurses (Local 5089) and Professional Staff (Local 5094), then the heading in each section shall be denoted as such.
3. The incorporation of the two collective negotiations agreements in a single agreement is not intended to change, modify or alter the application or meaning of any of the provisions of the parties' two separate collective negotiations agreements unless modified in the successor negotiations agreement.
4. The successor negotiations agreement will be subject to ratification by an aggregate majority of the employees of Locals 5089 and 5094.
5. This Joint Negotiations Agreement is subject to ratification by both Local 5094 and Local 5089 bargaining units

For the Union

Nathaniel Cruz
Kenny J. Goy
Christopher G. Goy
Dorina Buonadonna
Mary C. Kosciniak
Christopher Goy

For the State/Rowan


Kenneth King
Young King