

## MEMORANDUM OF AGREEMENT

between

STATE OF NEW JERSEY/ROWAN UNIVERSITY

and

HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO

This constitutes the memorandum of agreement made and entered into this 21<sup>st</sup> day of November, 2018, by and between the State of New Jersey/Rowan University and the Health Professionals and Allied Employees, AFT/AFL-CIO (the "Union").

It is understood and agreed that the collective negotiations agreement covering the employees represented by the Union that was in effect from October 1, 2014 through June 30, 2018 is hereby renewed for the term of July 1, 2018 through June 30, 2019 except as modified by the following tentative agreements reached between the parties enumerated below and attached hereto:

1. All Articles – Replace reference to "HPAE members," "staff members," and "employees" with "negotiations unit employees" where appropriate
2. Article One: Agreement Scope
3. Article 2.01: Recognition
4. Article 2.02: Union Dues
5. Article 2.03: Transmission of Dues
6. Article 2.04: Agency Fee
7. Article 2.06: Union Bulletin Boards and Mail
8. Article 2.08: Information and Data
9. Article 3.04: Promotions and Transfers
10. Article 4.08: Seniority (Section C.1)
11. Article 7.05: Holidays for Twelve (12) Hour Shift Employees
12. Article 7.11: Leave for Death or Serious Illness in Immediate Family
13. Article 8.02: Procedure (Section E)

14. Article 14.01: Definition
15. Article 14.02: Discipline
16. Article 20: Wages
17. Article 21: Effective Date and Duration
18. New Article: Savings Clause
19. New Article: Workplace Democracy Enhancement Act
20. Appendix A: List of University Operating Units
21. For inclusion in this memorandum of agreement only: If the Union requests that the University stop deducting dues from the wages of a negotiations unit member, the Union will do so on a form to be provided by the University, which will include indemnification and hold harmless language for any claim, action, or proceeding against the University arising from the cessation of said dues.

Any language in the parties' October 1, 2014 through June 30, 2018 collective negotiations agreement not expressly changed by the attached agreements will remain unchanged in the parties' July 1, 2018 through June 30, 2019 collective negotiations agreement except to the extent that minor changes may need to be made because of changes to other provisions.

This memorandum of agreement is subject to ratification by the Union membership and approval by the Governor of the State of New Jersey.

All proposals not listed above submitted by either party during the course of these negotiations are deemed withdrawn.

TENTATIVE APPROVAL ON BEHALF OF:

*Mary C. Kosciak*  
*Dana Weiss*  
*Shirley Liu*  
 \_\_\_\_\_  
 Health Professionals and Allied  
 Employees, AFT/AFL-CIO

*11/21/2018*  
 \_\_\_\_\_  
 Date

*Yvonne C. Cooley*  
 \_\_\_\_\_  
 State of New Jersey/Rowan University

*11/21/18*  
 \_\_\_\_\_  
 Date

Rowan University School of Osteopathic Medicine and Health Professionals and  
Allied Employees, AFT/AFL-CIO Collective Negotiations  
Management Proposal 6  
November 2, 2018

ALL ARTICLES

Change references to "HPAE members," "staff members," and "employees" with  
"negotiations unit employees," where appropriate.

*Yvonne Costley*  
\_\_\_\_\_  
State of New Jersey/Rowan University School  
of Osteopathic Medicine

Dated 11/2/2018

*Kristen Hicks*  
\_\_\_\_\_  
Health Professionals and Allied  
Employees, AFT/AFL-CIO

*Mary C. Kosciuk*

*Dana Weiss*

*Sheila Shi*

*Helborah Cruz*

Dated 11/2/2018

**Rowan University School of Osteopathic Medicine and Health Professionals and Allied Employees, AFT/AFL-CIO Collective Negotiations Tentative Agreements**

**ARTICLE 1. AGREEMENT SCOPE**



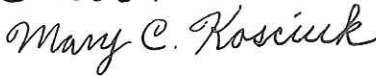
This Agreement covers all non-supervisory, ~~regular~~full and part-time professional staff members of the University ~~who have satisfactorily completed their initial probationary period~~ as specified by the Public Employment Relations Commission Certification, Docket No. RO-92-115, dated February 7, 1992 and as amended by the supplementary ~~a~~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 in the parties' settlement agreement dated July 13, 2017 by the ~~Public Employment Relations Commission Certification Docket No. RO-89-121, dated September 17, 1990~~ ("negotiations unit employees"). Excluded are those job titles set forth in said certificate as not being represented by the Union herein, and employees excluded under the Workplace Democracy and Enhancement Act, and any revisions thereto.

DATED: October 12, 2018

  
\_\_\_\_\_  
State of New Jersey/Rowan University School  
of Osteopathic Medicine

DATED: October 12, 2018

  
\_\_\_\_\_  
Health Professionals and Allied  
Employees, AFT/AFL-CIO

**Rowan University School of Osteopathic Medicine and Health Professionals and Allied Employees, AFT/AFL-CIO Collective Negotiations Tentative Agreements**

**ARTICLE 2. UNION STATUS**

**2.01 Recognition:**

The University recognizes the Union as the exclusive collective negotiationsbargaining representative of every staff member covered by this Agreement.

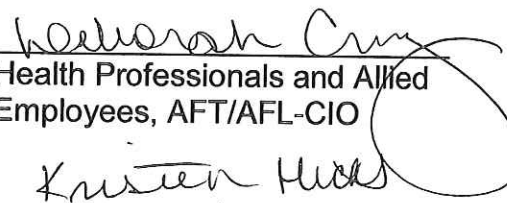
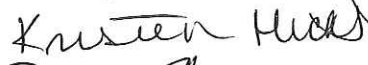

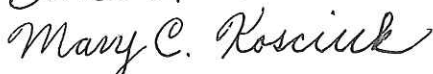
At the time a new negotiations unit employeestaff member, subject to this Agreement is hired, the University will deliver to said negotiations unit employeestaff member a mutually agreed upon written notice provided by the Union, which includes a list of Union Representatives (which Representatives are defined as negotiations unit employeestaff members under this Agreement, who are authorized by the Union to represent it).

Directly after the completion of general orientation presentations, the University's Human Resources representative will introduce the HPAE representative designated by the Union who will distribute orientation packets to the new HPAE employees. At that time, the representative designated by the Union, will speak to all new negotiations unit employeestaff members, for thirty (30)not to exceed fifteen (15) minutes. The University will continue the practice of providing the Union with notification of the names of new hires into negotiationsbargaining unit titles, who are scheduled to attend each general orientation session. If the University does not conduct a new employee orientation for one or more newly hired negotiations unit employee(s), the Union may exercise its right to schedule a meeting on work time to meet with a representative designated by the Union for thirty (30) minutes so long as the Union provides at least one week advance written notice to Human Resources and each negotiations unit employee's immediate supervisor.

DATED: October 12, 2018

  
\_\_\_\_\_  
State of New Jersey/Rowan University School  
of Osteopathic Medicine

DATED: October 12, 2018

  
\_\_\_\_\_  
Health Professionals and Allied  
Employees, AFT/AFL-CIO  
  
  


**Rowan University School of Osteopathic Medicine and Health Professionals and Allied Employees, AFT/AFL-CIO Collective Negotiations Tentative Agreements**

**ARTICLE 2. UNION STATUS**

\* \* \*

**2.02 Union Dues:**

The University agrees to deduct from the regular paycheck of negotiations unit employeestaff members included in the bargaining unit, dues for the Union, provided that the negotiations unit employeestaff member authorizes such deduction in writing, which may include an electronic communication that contains the negotiations unit employee's electronic signature as the term "electronic signature" is defined at N.J.S.A. 12A:12-2, in proper form to the local Human Resources Office.

The University shall make Union dues deductions from a new negotiations unit employeestaff member in the first full pay period next following the receipt of his/her signed authorizationninety (90) days after the staff member's date of hire.

Union dues deductions from any negotiations unit employeestaff members in the bargaining unit shall be limited to the Union, the duly certified majority representative.

For the purpose of calculating dues deductions, reimbursement for tuition and continuing education shall not be included as part of the gross salary of negotiations unit employeestaff members.





The University will make every effort to immediately cease deduction of HPAE dues when a negotiations unit employeestaff member transfers out of the negotiationsbargaining unit.

The Union will indemnify and hold the University harmless from any claims, actions or proceedings brought by any negotiations unit employeestaff member in the bargaining unit, which arises from dues deductions made by the University. The University shall not be liable to the Union for any retroactive or past due dues for a negotiations unit employeestaff member who was identified by the University as excluded or confidential or in good faith was mistakenly or inadvertently omitted from the deduction of the dues.

DATED: October 12, 2018

  
\_\_\_\_\_  
State of New Jersey/Rowan University School  
of Osteopathic Medicine

DATED: October 12, 2018

  
\_\_\_\_\_  
Health Professionals and Allied  
Employees, AFT/AFL-CIO  
  
  


**Rowan University School of Osteopathic Medicine and Health Professionals and Allied Employees, AFT/AFL-CIO Collective Negotiations 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 all negotiations unit employees included, the amount deducted, hours worked, amount of HPAAE dues, termination date, gross pay, employee identification numbers, COPE deduction, if any, 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. This information shall be provided electronically in a readable format such as Excel format for access by designated union officers.

The authorization for dues deduction shall remain in full force and effect during the full term of a negotiations unit employee's employment, unless properly withdrawn. In order to withdraw from a dues authorization a negotiations unit employee must submit a written request to withdraw from the Union to the University within 10 days following each anniversary date of his/her employment. Once the University receives the request, it will notify the Union within five business days. The properly filed withdrawal will become effective on the 30th day after the negotiations unit employee's anniversary date of his/her employment.

\* \* \*

DATED: November 21, 2018



State of New Jersey/Rowan University School of Osteopathic Medicine

DATED: November 21, 2018



Health Professionals and Allied Employees, AFT/AFL-CIO



**Rowan University School of Osteopathic Medicine and Health Professionals and  
Allied Employees, AFT/AFL-CIO Collective Negotiations  
Tentative Agreements**

**ARTICLE 2. UNION STATUS**

\* \* \*

**2.04 Agency Fee:**

All eligible nonmember staff in the unit will be required to pay to the Union a representation fee in lieu of dues for services rendered by the Union. Nothing herein shall be deemed to require any staff member to become a member of the Union.

For the purpose of calculating representation fee deductions, reimbursement for tuition and continuing education shall not be included as part of the gross salary of staff members.

Prior to the effective date of this Agreement and prior to each succeeding contract year, the Union will notify the University, in writing, of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with the procedure set out in Section 2.03 above. In no event shall the representation fee exceed eighty five (85%) percent of the payments of regular members.

After verification by the University that a staff member must pay the representation fee, the University will deduct the fee for all eligible staff in accordance with this Section. The mechanics of the deduction of representation fees and the transmission of such fees to the Union will be the same as those used for the deduction and transmission of regular membership dues to the Union.

The University shall deduct the representation fee as soon as possible after the tenth (10th) day following reentry into the unit for staff members who previously served in a position identified as excluded, for individuals recalled from layoff, for staff members returning from leave without pay, and for previous staff members who become eligible for the representation fee because of nonmember status.

The University shall deduct the representation fee from a new staff member in the pay period following the ninety (90) days after the staff member's date of hire.

The representation fee in lieu of dues shall only be available to the Union if the procedures set out hereafter are maintained by the Union. The burden of proof under this system is solely on the Union.

The Union shall return any part of the representation fee paid by the staff member which represents the staff member's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The staff member shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This



**Rowan University School of Osteopathic Medicine and Health Professionals and Allied Employees, AFT/AFL-CIO Collective Negotiations Tentative Agreements**

~~review shall be accorded in conformance with the internal steps and procedures established by the Union.~~

~~The Union shall submit a copy of the Union review system to the University's Labor/Employee Relations section of the Office of Human Resources. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system. If the staff member is dissatisfied with the Union's decision, he/she may appeal to the three (3) member board established by the Governor.~~

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

~~It is understood that the implementation of the agency fee program is predicated on the demonstration by the Union that more than fifty (50%) percent of the eligible staff members in the bargaining unit are dues paying members of the Union.~~

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

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

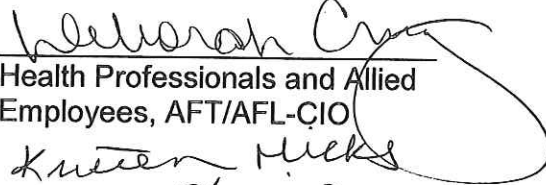
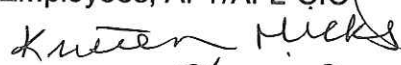

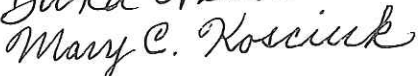
~~Provisions in this clause are further conditioned upon other requirements set by statute.~~

~~The University will make every effort to immediately cease deduction of HPAE Agency Fee when a staff member transfers out of the bargaining unit.~~

DATED: October 12, 2018

  
State of New Jersey/Rowan University School  
of Osteopathic Medicine

DATED: October 12, 2018

  
Health Professionals and Allied  
Employees, AFT/AFL-CIO  
  
  


**Rowan University School of Osteopathic Medicine and Health Professionals and Allied Employees, AFT/AFL-CIO Collective Negotiations Tentative Agreements**

**ARTICLE 2. UNION STATUS**

\* \* \*

**2.056 Union Access Bulletin Boards and Mail:**

The University will provide space on a centrally located bulletin board on the Stratford Campus, for the exclusive use of the Union.

The Union shall have the right to use University buildings and other facilities that are owned or leased by the University to meet with negotiations unit employees during the workday to investigate and discuss grievances, workplace-related complaints, and other workplace issues during lunch and other non-work breaks and before and after the workday, provided such meetings do not interfere with University operations. The Union shall also have the right to conduct worksite meetings to discuss workplace issues, collective negotiations, the administration of collective negotiations agreements, other matters related to the duties of the Union, and internal Union matters involving the governance or business of the Union, provided such meetings are during lunch and other non-work breaks and before and after the workday, and further provided such meetings do not interfere with University operations. Meetings conducted in University buildings shall not be for the purpose of supporting or opposing any candidate for partisan political office, or for the purpose of distributing literature or information regarding partisan elections. The State and/or the University may charge the Union for maintenance, security, and other costs related to the use of this space by the Union that would not otherwise be incurred by the University.

As a matter of courtesy, the Union shall provide the University's Office of Labor Relations and the Office of Human Resources with a copy of all postings. The University shall have the right to remove material from the bulletin boards which is profane, obscene, and/or 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 be made available, provided that priority is retained for the business of the University. The HPAE staff and representatives shall have the right to email-mail HPAE negotiations unit employeesmembers who have UniversityRowan email-mail accounts for the purpose of communication with negotiations unit employees regarding collective negotiations, the administration of collective negotiations agreements, the investigation of grievances, other workplace-related complaints and issues, and internal Union matters involving the governance or business of the Union. UniversityRowan email-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.

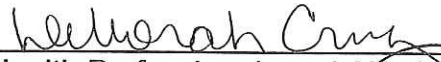
**Rowan University School of Osteopathic Medicine and Health Professionals and  
Allied Employees, AFT/AFL-CIO Collective Negotiations  
Tentative Agreements**



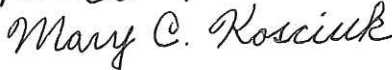
Union officers and representatives shall be allowed to use fax machines within the University to send grievance reports to the Office of Labor Relations and the Union office, provided that the primary use of the fax machine is for the business use of the department.

DATED: October 12, 2018

  
\_\_\_\_\_  
State of New Jersey/Rowan University School  
of Osteopathic Medicine

DATED: October 12, 2018

  
\_\_\_\_\_  
Health Professionals and Allied  
Employees, AFT/AFL-CIO

Rowan University School of Osteopathic Medicine and Health Professionals and  
Allied Employees, AFT/AFL-CIO Collective Negotiations  
Management Proposal 6  
November 2, 2018

ARTICLE 2. UNION STATUS

\* \* \*

**2.078 Information and Data:**

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

The University shall ~~email~~ all notices of changes in the Human Resources policies that will substantively affect the terms and conditions of employment.

The University shall provide the following information about all negotiations unit employees~~members of the bargaining unit~~ electronically in a readable format such as Excel format to a designated Union representative(s) every 120 calendar days on a monthly basis provided that the University has such information on file.

- name
- University ID
- job title
- current University date of hire
- department and/or worksite location
- classification description (FT or PT, exempt or non-exempt, bi-weekly standard hours)
- salary table
- grade
- step
- hours per pay period
- hourly rate
- annual salary
- home address
- home telephone number
- University telephone number
- personal cellular telephone number
- UniversityRowan email address
- personal email address
- leave status
- union membership status
- separation date

Additionally, the University shall provide the following information, in a separate file, about all negotiations unit employees electronically in a readable format such as Excel format to a designated Union representative(s) within 10 calendar days from the date of

Rowan University School of Osteopathic Medicine and Health Professionals and  
Allied Employees, AFT/AFL-CIO Collective Negotiations  
Management Proposal 6  
November 2, 2018

hire of negotiations unit employees provided that the University has such information on file:

- name
- job title
- current University date of hire
- department and/or worksite location
- home address
- home telephone number
- University telephone number
- personal cellular telephone number
- University email address
- personal email address

Within 30 calendar days of a promotion into the collective negotiations unit, upon request from the Union, the University shall provide the Union with the newly promoted employee's name, job title, work email address and department.

*Spencer Cortez*  
State of New Jersey/Rowan University School  
of Osteopathic Medicine

Dated 11/2/2018

*Wendy Ann*  
Health Professionals and Allied  
Employees, AFT/AFL-CIO

*Mary C. Koscinek*  
*Dana Weiss*  
*Shirley Ann*  
*Kristen Hicks*

Dated 11/2/2018

**Rowan University School of Osteopathic Medicine and Health Professionals and  
Allied Employees, AFT/AFL-CIO Collective Negotiations  
Tentative Agreements**

**ARTICLE 3. PROFESSIONAL PRACTITIONER STATUS**

\* \* \*

**3.04 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 apply online ~~for~~ 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 University website. Interested internal candidates are to apply online. Computer ~~k~~Kiosks for the purpose of accessing job vacancies will be available at each Human Resources Office.

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.

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 apply on another position for six (6) months.

**Rowan University School of Osteopathic Medicine and Health Professionals and Allied Employees, AFT/AFL-CIO Collective Negotiations Tentative Agreements**


Should the staff member fail probation, the University shall return the staff member to his/her former position if it is still available.



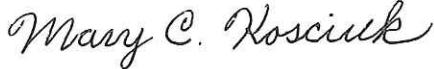
Should the staff member's position not be available, the employee may be offered a vacant position to the classification of the former title held by the employee before the promotion, if one exists on the campus. If the vacant position is in a different department, the employee must serve a ninety (90)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

DATED: October 12, 2018

  
\_\_\_\_\_  
State of New Jersey/Rowan University School  
of Osteopathic Medicine

DATED: October 12, 2018

  
\_\_\_\_\_  
Health Professionals and Allied  
Employees, AFT/AFL-CIO

Rowan University School of Osteopathic Medicine and Health Professionals and  
Allied Employees, AFT/AFL-CIO Collective Negotiations  
Tentative Agreements

ARTICLE 4. EMPLOYEE STATUS

\* \* \*

4.08 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 negotiations unit employees shall be treated as laid off staff.

**1. Bumping and Vacancies**

Bumps shall be only as per the procedure below. Negotiations unit employees~~Staff members~~ shall be able to exercise bumping and vacancy rights provided that the negotiations unit employee meets the requirements for the position as per the applicable job description.

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

A negotiations unit employeestaff member who chooses to fill a vacancy or to bump another employeestaff 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/her current salary, shall be allowed to reconsider their decision and to go on to the recall list. In situations where a higher paid negotiations unit employeestaff member bumps an employee earning a lower salary, departments are encouraged to attempt to match the bumping negotiations unit employee'sstaff member's current salary, but in no event may the salary offered be less than the salary of the employee staff member being bumped. In situations where a negotiations unit employeestaff member is placed in a vacancy pursuant to "a" or "b" or "c" below, departments are encouraged to attempt to match the negotiations unit employee's 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 negotiations unit employeestaff member.

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



**Rowan University School of Osteopathic Medicine and Health Professionals and Allied Employees, AFT/AFL-CIO Collective Negotiations Tentative Agreements**

Negotiations unit employees~~Staff members~~ who have received layoff notices will be offered vacant positions as described in 4.08\_"a", and "b" below prior to such vacancies being offered to negotiations unit employees~~staff members~~ on the recall list.

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

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

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

- a)First, Aan negotiations unit employee identified for layoff will be offered the opportunity to fill a vacancy in his/her current title at the University. If the negotiations unit employee chooses not to accept the vacancy offered, the negotiations unit employee may opt to be placed on the recall list. No probationary period.
- b)Second, lif a vacancy pursuant to "a" above is not available, the negotiations unit employee will be offered the opportunity to fill a vacancy in the negotiations unit 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 negotiations unit employee opts not to fill a vacancy offered under this section, the negotiations unit employee may opt to be placed on the recall list or to proceed to "c" below. No probationary period.
- c)Third, lif the negotiations unit employee is not placed in a vacancy pursuant to "a", or "b" above, the negotiations unit employee may bump the least senior negotiations unit employee in his/her current title at the University. If an negotiations unit employee opts not to exercise his/her bumping rights under this section, the negotiations unit employee may opt to be placed on the recall list. If the negotiations unit employee is unable to bump under this section, the negotiations unit employee may exercise rights under "d" below. Probation if an negotiations unit employee has less than ten (10) years seniority.
- d)Fourth, lif the negotiations unit employee is not offered the opportunity to bump pursuant to "c" above, the negotiations unit 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 an negotiations unit employee opts not to exercise his/her bumping rights under this section, the negotiations unit employee may opt to be placed on the recall list. If the negotiations unit employee is unable to bump under this section, the negotiations

**Rowan University School of Osteopathic Medicine and Health Professionals and  
Allied Employees, AFT/AFL-CIO Collective Negotiations  
Tentative Agreements**

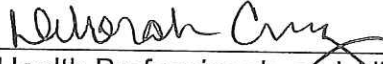
unit employee may opt to be placed on the recall list. Probation if an negotiations  
unit employee has less than ten (10) years seniority.




\* \* \*

DATED: October 12, 2018

  
\_\_\_\_\_  
State of New Jersey/Rowan University School  
of Osteopathic Medicine

DATED: October 12, 2018

  
\_\_\_\_\_  
Health Professionals and Allied  
Employees, AFT/AFL-CIO

**Rowan University School of Osteopathic Medicine and Health Professionals and Allied Employees, AFT/AFL-CIO Collective Negotiations Tentative Agreements**

**ARTICLE 7. UNION STATUS**

\* \* \*

**7.05 ~~Holidays for Twelve (12) Hour Shift Employees:~~**

~~All full and part-time staff members in active status January 1st of each year will be credited with six (6) float holidays totaling forty-eight (48) hours. Staff members may use these holidays in accordance with University Policy and this Article of the Agreement.~~

~~Full and part-time staff that are routinely scheduled to work twelve (12) hour shifts shall be compensated for the nine (9) University designated holidays totaling seventy-two (72) hours as per 1 through 4 below:~~

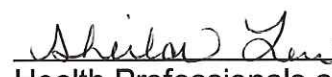
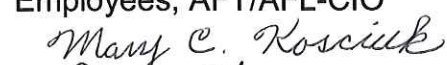

- ~~1. For the period July 1st through November 30th of each year of this Agreement, each staff member will be compensated for all four (4) University designated holidays which fall within this period while the staff member was actively employed. Payment will be made in December, and paid in one (1) lump sum at the staff member's hourly rate of pay in effect at the time payment is made.~~
- ~~2. For the period December 1st through June 30th of each year of this Agreement, each staff member will be compensated for all five (5) University designated holidays which fall within this period while the staff member was actively employed. Payment will be made in July, and paid in one (1) lump sum at the staff member's hourly rate of pay in effect at the time the payment is made.~~
- ~~3. A staff member who is not in active status on a day designated by the University as a holiday will not receive compensation for said holiday.~~
- ~~4. Upon termination of employment or transfer from the twelve (12) hour work shift scheduling basis, the staff member will be compensated for accrued holiday pay for any University designated holiday which has not been paid, less any monies the staff member may owe the University.~~

\* \* \*

DATED: November 21, 2018

  
\_\_\_\_\_  
State of New Jersey/Rowan University School  
of Osteopathic Medicine

DATED: November 21, 2018

  
\_\_\_\_\_  
Health Professionals and Allied  
Employees, AFT/AFL-CIO  
  


Rowan University School of Osteopathic Medicine and Health Professionals and Allied Employees, AFT/AFL-CIO Collective Negotiations Management Proposal 6  
November 2, 2018

ARTICLE 7. MONETARY BENEFITS: TIME NOT WORKED

\*\*\*

7.11 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 negotiations unit employees~~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 negotiations unit employee~~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 negotiations unit employee's~~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 calendar day off with pay will be granted provided vacation, personal, or comp time is accumulated to the negotiations unit employee and is so charged. In the event no such paid time off is available, the time off to attend the funeral services shall be unpaid

If the family member lives out of state or country, the negotiations unit employee~~staff member~~ may request additional time and utilize his/her accrued time or be granted unpaid leave. The negotiations unit employee~~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 negotiations unit employee's~~staff member's~~ immediate family who is seriously ill and requiring the presence of such negotiations unit employee~~staff member~~ may be granted in accordance with University policy and the Family Leave Act.

Dated 11/2/2018

\*\*\*

Dated 11/2/2018

Yvonne D. Costello  
State of New Jersey/Rowan University School  
of Osteopathic Medicine

Wendy C. Crum  
Health Professionals and Allied  
Employees, AFT/AFL-CIO

Mary C. Kosiuk

Kristen Huck

Dana Weiss

Shirley Ann

Article 8 – Leaves of Absence

Add new category of leave to Section 8.02 as follows:

**E. UNION LEAVE:**

Any Union member who runs for and is elected to a statewide HPAE Officer position (President, Vice President, and Secretary-Treasurer) shall be granted an unpaid leave of absence for a period of three (3) years. If the employee is able to return within or at the conclusion of this leave the employee shall be entitled to work in a substantially equivalent position without loss of seniority. The rate of pay shall include any raises the employee would have received had s/he not been on the leave, but shall not include any step increases. Employees' eligibility to participate in the SHBP shall be subject to the terms and conditions of the SHBP.

The employee shall confirm his/her return date to work in writing at least three (3) months prior to returning to work.

Re-letter "Return from Leave" to "F"

DATED: July 25, 2018



State of New Jersey/Rowan University

School of Osteopathic Medicine



DATED: July 25, 2018


Health Professionals and Allied

Employees, AFT/AFL-CIO



**Rowan University School of Osteopathic Medicine and Health Professionals and  
Allied Employees, AFT/AFL-CIO Collective Negotiations  
Tentative Agreements**

**ARTICLE 14. DISCIPLINE & GRIEVANCE PROCEDURE**

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

**Rowan University School of Osteopathic Medicine and Health Professionals and Allied Employees, AFT/AFL-CIO Collective Negotiations Tentative Agreements**

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.

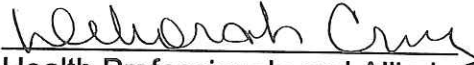
Where an employee is interrogated during the course of an investigation and when there is a reasonable likelihood that the individual being questioned may have formal charges proffered against him/her, the nature of those contemplated charges shall be made known to the employee who shall then, if s/he 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.



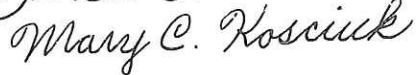
Prior to termination of an employee, the University shall convene a Loudermill hearing. This is a preliminary, informal hearing to determine if there are adequate charges and information to suspend the employee with or without pay pending formal disciplinary action. This Loudermill process includes oral 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.

DATED: October 12, 2018

  
\_\_\_\_\_  
State of New Jersey/Rowan University School  
of Osteopathic Medicine

DATED: October 12, 2018

  
\_\_\_\_\_  
Health Professionals and Allied  
Employees, AFT/AFL-CIO

**Rowan University School of Osteopathic Medicine and Health Professionals and  
Allied Employees, AFT/AFL-CIO Collective Negotiations  
Tentative Agreements**

**ARTICLE 14. DISCIPLINE & GRIEVANCE PROCEDURE**

\* \* \*

**14.02 Grievance Procedure:**

**A. Definition**

A grievance is defined as:

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.

**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 employees~~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.



**Rowan University School of Osteopathic Medicine and Health Professionals and  
Allied Employees, AFT/AFL-CIO Collective Negotiations  
Tentative Agreements**

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 [email-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.

**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.

**Rowan University School of Osteopathic Medicine and Health Professionals and  
Allied Employees, AFT/AFL-CIO Collective Negotiations  
Tentative Agreements**

Step Two:

The grievance may be appealed by written notice to the Assistant Vice President for Labor Relations 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 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 Labor Relations 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. Grieved discipline shall be considered resolved through Step Two after the Assistant Vice President of Labor Relations 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.

**Rowan University School of Osteopathic Medicine and Health Professionals and Allied Employees, AFT/AFL-CIO Collective Negotiations Tentative Agreements**

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

then a request for arbitration may be brought only by the Union within thirty (30) 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 [foref](#) 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.

A transcript of all arbitration hearings may be taken. All fees and expenses of arbitration shall be divided between the University and Union equally, except that the cost of preparing and presenting each party's case 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, the 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.

**Rowan University School of Osteopathic Medicine and Health Professionals and Allied Employees, AFT/AFL-CIO Collective Negotiations Tentative Agreements**

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 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.

**Rowan University School of Osteopathic Medicine and Health Professionals and Allied Employees, AFT/AFL-CIO Collective Negotiations Tentative Agreements**

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.

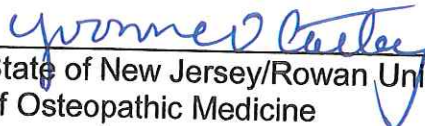
In the event a legal remedy is pursued, corrective action will be implemented no later than fifteen (15) calendar days after final resolutions by the courts.

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.

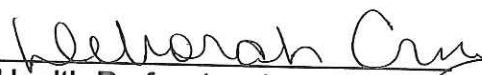
In order to expedite the grievance/arbitration process and to promote the settlement of grievances, the Union and the University agree on the following:




- 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.
- 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: October 12, 2018

  
\_\_\_\_\_  
State of New Jersey/Rowan University School  
of Osteopathic Medicine

DATED: October 12, 2018

  
\_\_\_\_\_  
Health Professionals and Allied  
Employees, AFT/AFL-CIO

**Rowan University School of Osteopathic Medicine and Health Professionals and Allied Employees, AFT/AFL-CIO Collective Negotiations Tentative Agreements**

**ARTICLE 20. WAGES**

**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 HPAAE positions which are in the database shall be provided to HPAAE 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, ~~July 1, 2018~~ ~~October 1, 2014~~ to June 30, ~~2019~~ ~~2018~~, 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.

**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 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.

**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:

**Rowan University School of Osteopathic Medicine and Health Professionals and Allied Employees, AFT/AFL-CIO Collective Negotiations Tentative Agreements**

**Effective First Full Pay Period after July 1, 2018**

- There will be a twoZero percent across-the-board increase to each step on the Salary Scale.
  - \*\*\*MOA ONLY\*\*\* Collective Negotiations Unit Employees must be actively employed on the date the retroactive payment is made to be eligible for any retroactive payment.
- No step movement on the applicable salary scale appended to this Agreement (the "Salary Scale") for fiscal year 2015.

**Lump-Sum Payments**

- Employees who did not receive the \$450 lump-sum payment set forth at Article 20: Wages of the collective negotiations agreement that expired on June 30, 2018, shall receive a \$650 lump-sum payment within 30 days of the date this Agreement is ratified by the Union or as soon thereafter as is administratively practicable so long as the employees are actively employed on the date the payment is made. Part-time employees, if any, shall be eligible for a pro rata lump-sum payment. The aforementioned lump-sum payment shall not be included in base salary.
- Employees who did receive the \$450 lump-sum payment set forth at Article 20: Wages of the collective negotiations agreement that expired on June 30, 2018, shall receive a \$200 lump-sum payment within 30 days of the date this Agreement is ratified by the Union or as soon thereafter as is administratively practicable so long as the employees are actively employed on the date the payment is made. Part-time employees, if any, shall be eligible for a pro rata lump-sum payment. The aforementioned lump-sum payment shall not be included in base salary.

Contract expires June 30, 2019.

**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 the 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~~

**Rowan University School of Osteopathic Medicine and Health Professionals and Allied Employees, AFT/AFL-CIO Collective Negotiations Tentative Agreements**

- ~~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 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.~~

~~All increment steps for staff nurses shall be subject to the Guidelines Scales WS Placement, which are appended hereto, including the provision requiring two (2) years part-time experience for each increment step.~~

~~There shall be no step movement after July 1, 2017 for any employee, subject to future negotiations of a successor agreement.~~

**Staff Nurse Per Diems:**

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

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

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

**Advance Practice Nurses Only:**

**Conference Days:** Full-time Advance Practice Nurses (APNs) are eligible for five (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




**Rowan University School of Osteopathic Medicine and Health Professionals and Allied Employees, AFT/AFL-CIO Collective Negotiations Tentative Agreements**

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

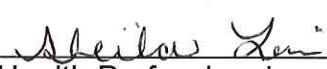
**Collaborative Practice Agreements:** Within ~~sixty (60)~~ days from the ratification of this Agreement, the University will designate a contact person for APNs to serve as an information resource regarding issues such as the provision of documents pertaining to Collaborative Practice Agreements, as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

**On-Call:** At the time of hire, transfer or promotion to an ~~Advance Practice Nurse~~ position, an employee shall be notified if the position requires on-call duties.

DATED: November 21, 2018

  
\_\_\_\_\_  
State of New Jersey/Rowan University School  
of Osteopathic Medicine

DATED: November 21, 2018

  
\_\_\_\_\_  
Health Professionals and Allied  
Employees, AFT/AFL-CIO  
*Mary C. Kosciak*  
*Dara Weiss*

**Rowan University School of Osteopathic Medicine and Health Professionals and Allied Employees, AFT/AFL-CIO Collective Negotiations Tentative Agreements**

**ARTICLE 21. EFFECTIVE DATE AND DURATION**

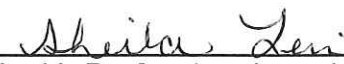
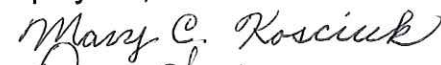
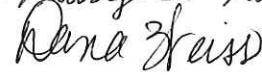
This Agreement, except as otherwise stated, shall be effective on July 1, 2018~~October 1, 2014~~ and shall remain in effect through June 30, 2019~~2018~~.

This Agreement shall remain in full force and effect from the date of execution thereof through June 30, 2019~~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, 2019~~2018~~ or February 1 of any subsequent year for which this Agreement was automatically renewed. Official notice to the State shall be made, in writing, to the Director of the Governor's Office of Employee Relations, State of New Jersey, 240 West State Street, 16th~~4th~~ Floor, P.O. Box 228, Trenton, New Jersey 08625. Official notice to HPAE shall be made in writing to the President of HPAE, Health Professionals and Allied Employees, AFT/AFL-CIO, 110 Kinderkamack Road, Emerson, New Jersey 07630.

DATED: November 21, 2018

  
\_\_\_\_\_  
State of New Jersey/Rowan University School  
of Osteopathic Medicine

DATED: November 21, 2018

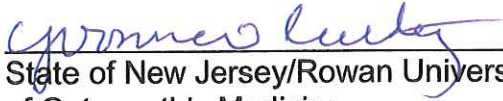
  
\_\_\_\_\_  
Health Professionals and Allied  
Employees, AFT/AFL-CIO  
  


**Rowan University School of Osteopathic Medicine and Health Professionals and Allied Employees, AFT/AFL-CIO Collective Negotiations Tentative Agreements**

**NEW ARTICLE. SAVINGS CLAUSE**

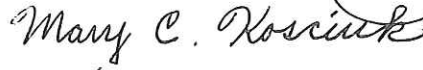
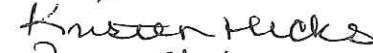

If any provision of this Agreement shall conflict with any Federal or State law, or has the effect of eliminating or making the State ineligible for funding, that specific provision of this Agreement shall be deemed amended or nullified to conform to such law. The other provisions of the Agreement shall not be affected thereby and shall continue in full force and effect. Upon request of either party, the University and the Union agree to meet and renegotiate any provision so affected, as permitted by law.

**DATED:** August 17, 2018

  
\_\_\_\_\_  
State of New Jersey/Rowan University School  
of Osteopathic Medicine

**DATED:** August 17, 2018

  
\_\_\_\_\_  
Health Professionals and Allied  
Employees, AFT/AFL-CIO

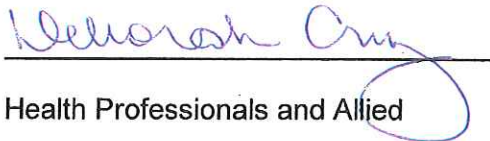
**NEW ARTICLE. WORKPLACE DEMOCRACY AND ENHANCEMENT ACT**

The University and the Union agree to meet to discuss any changes that were made to this Agreement to comply with the Workplace Democracy and Enhancement Act should the obligation imposed upon the State and/or University change with any revisions to the WDEA. Subject to Article : Savings Clause, upon agreement between the University and Union, those applicable sections of the agreement shall be amended, rescinded, repealed, or otherwise changed concomitantly with any revisions to the WDEA. Any agreement shall be reduced to writing and signed by both parties.



State of New Jersey/Rowan University School  
of Osteopathic Medicine

Dated 11/2/2018



Health Professionals and Allied  
Employees, AFT/AFL-CIO

Mary C. Kosciuk  
Dana Zwick  
Shirley Lane  
Kuster Micks

Dated 11/2/2018

**Rowan University School of Osteopathic Medicine and Health Professionals and Allied Employees, AFT/AFL-CIO Collective Negotiations  
Tentative Agreements**

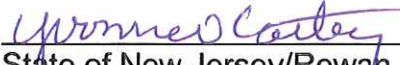
**APPENDIX A - LIST OF UNIVERSITY OPERATING UNITS**

For the purposes of Article [4.084-07](#), University Operating Units are defined as follows:

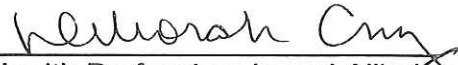



Unit	Organization Code
Academic & Student Affairs	V0501, V0502, V0503, V0601
CARES Institute	V1502
Compliance – Stratford	V0103
Deans Office	V0101
Department of Geriatric & Gerontology/NJISA	V1110
Department of Obstetrics Gynecology	V1801, V1803, V1804, V1802
Department of Pathology	V1301, V1303
Department 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
Neuro Musculoskeletal 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.

**DATED:** August 17, 2018

  
State of New Jersey/Rowan University School  
of Osteopathic Medicine

**DATED:** August 17, 2018

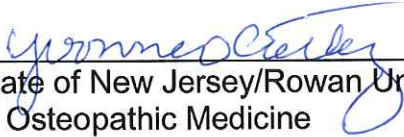
  
Health Professionals and Allied  
Employees, AFT/AFL-CIO  
  
  


**Rowan University School of Osteopathic Medicine and Health Professionals and Allied Employees, AFT/AFL-CIO Collective Negotiations Tentative Agreements**

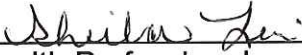
To be included in the memorandum of agreement only:

*If the Union requests that the University stop deducting dues from the wages of a negotiations unit member, the Union will do so on a form to be provided by the University, which will include indemnification and hold harmless language for any claim, action, or proceeding against the University arising from the cessation of said dues.*

DATED: November 21, 2018

  
\_\_\_\_\_  
State of New Jersey/Rowan University School  
of Osteopathic Medicine

DATED: November 21, 2018

  
\_\_\_\_\_  
Health Professionals and Allied  
Employees, AFT/AFL-CIO  
