

# **MEMORANDUM OF AGREEMENT**

**Between**

**ROWAN UNIVERSITY SCHOOL OF OSTEOPATHIC MEDICINE**

**And**

**HEALTH PROFESSIONALS AND ALLIED EMPLOYEES, AFT/AFL-CIO**

This constitutes the Memorandum of Agreement made and entered this *6th* day of November, 2023, by and between the State of New Jersey/Rowan University School of Osteopathic Medicine (“Rowan” or the “University”) and the Health Professionals and Allied Employees, AFT/AFL-CIO (“HPAE” or the “Union”) (collectively “the Parties”). It is understood and agreed that the collective bargaining agreement covering those Rowan employees represented by the HPAE, as defined in Article I of that agreement, that was in effect from July 1, 2019 through June 30, 2023, (the “Agreement”) is hereby renewed for the term of July 1, 2023 through June 30, 2027, except as modified by the agreements reached between the Parties, which are enumerated below and attached hereto:

1. Article 2.07: Union Status – Information and Data
2. Article 3.05: Professional Practitioner Status – Reassignment
3. Article 4.08: Employee Status – Seniority
4. Article 5.07: Work Time – Flexible Work Arrangements
5. Article 7.01: Monetary Benefits: Time Not Worked – Holiday Designation
6. Article 7.06: Monetary Benefits: Time Not Worked – Vacation Entitlement
7. Article 7.10: Monetary Benefits: Time Not Worked – Leave for Death or Serious Illness in Immediate Family
8. Article 11.02: Health and Safety – Employer Obligations
9. Article 12.01: Employee Facilities – Parking
10. Article 17: Sub-contracting Services
11. Article 20: Wages – Wage Program
12. Article 23: Effective Date and Duration
13. Side Letter 3: Juneteenth

In addition, for inclusion in this Memorandum of Agreement only:

The agreed-upon proposal to remove the provision in Article 12.01 on parking will not take effect until July 1, 2024.

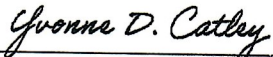
Any language in the Parties’ July 1, 2019 through June 30, 2023 Agreement not expressly modified by the attached executed agreements will remain unchanged in the Parties’ July 1, 2023 through June 30, 2027 Agreement, except to the extent that agreed upon minor “clean-up” changes may need to be made because of changes to other provisions. All other proposals not listed above, submitted by either party during the course of collective bargaining are deemed withdrawn and without effect.

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

Approval on Behalf of:

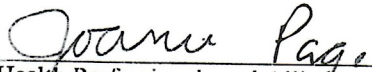
**ROWAN UNIVERSITY SCHOOL OF  
OSTEOPATHIC MEDICINE**

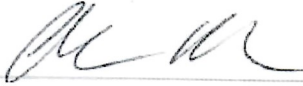

DATED: 11/6/23

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

**HEALTH PROFESSIONALS AND ALLIED  
EMPLOYEES, AFT/ALF-CIO**

DATED: 11/6/23

  
\_\_\_\_\_  
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 3  
August 1, 2023

ARTICLE 2  
UNION STATUS

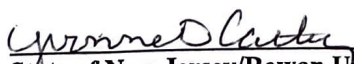
2.07 Information and Data:

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


- name
- University ID
- job title
- current university date of hire
- years of service at Rowan
- 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 phone number
- University email address
- personal email address
- leave status
- union membership status
- health plan/coverage description (e.g., single, family, etc.)
- retirement plan
- separation date

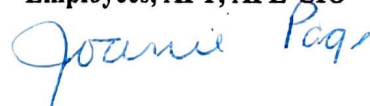
Upon request, the University shall provide a list of all employees on the recall list.

DATED: 8/8/23

  
Cynthia D. Carter  
State of New Jersey/Rowan University  
School of Osteopathic Medicine

DATED: 8/8/23

  
Joanne Page  
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 5  
August 8, 2023

Article 3. PROFESSIONAL PRACTICIONER STATUS

\* \* \*


3.05 Reassignment:

Reassignment is the movement of a negotiations unit employee from one job assignment to another within such negotiations unit employee's job classification and within his/her department. Such reassignment may be to another geographic location.

When a negotiations unit employee is reassigned within his/her job classification, such negotiations unit employee's salary shall not be reduced below that which s/he would have received had the negotiations unit employee continued in his/her original position.

When a reassignment is deemed necessary, the University will ask for volunteers. ~~However, the final decision on which a negotiations unit employee is to be reassigned resides with management and is grievable to step 2 of Article 14.02, and shall not be subject to arbitration, and is not grievable.~~ The Department shall notify the negotiations unit employee in writing of the reason and status (permanent or temporary) for the reassignment. The University will advise the negotiations unit employee and the Union of the duties of the new assignment and, if the new assignment is temporary, the anticipated duration. Except in the case of an emergency, the negotiations unit employee shall receive two (2) weeks' notice of a reassignment.

DATED: 8/8/23

  
State of New Jersey/Rowan University  
School of Osteopathic Medicine

DATED: 8/8/2023

  
Health Professionals and Allied  
Employees, AFT, AFL-CIO

 8/8/23



Rowan University School of Osteopathic Medicine and Health Professionals and  
Allied Employees, AFT/AFL-CIO Collective Negotiations  
Management Proposal 3  
August 1, 2023

ARTICLE 4  
EMPLOYEE STATUS

4.08 Seniority


2. Special Categories of Employees

e) Recall of Researchers – The University will maintain the resumes of research staff on the recall list at employee's request. The University will grant access to this information to appropriate staff in each research department. Principal Investigators must review all resumes of negotiations unit employees who held a research title on the recall list prior to posting a position. ~~will be advised to review these resumes prior to filing a research vacancy.~~ If a negotiations unit 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 is 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.

DATED: 8/8/23

  
Cyronne D. Carley  
State of New Jersey/Rowan University  
School of Osteopathic Medicine

DATED:

 8/8/23  
Joanne Page  
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  
September 25, 2023

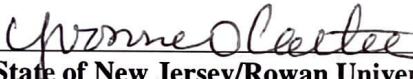
ARTICLE 4  
EMPLOYEE STATUS

4.08 Seniority

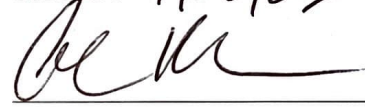
3. Notice of Layoff and Information to the Union

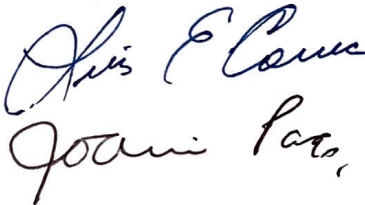
The University will provide ~~a minimum of twenty-eight (28)~~ thirty-five (35) calendar days' notice of layoff where practicable, but in any event no less than 28 days' notice, to any regular negotiations unit employee affected.

DATED: 9/25/2023

  
State of New Jersey/Rowan University  
School of Osteopathic Medicine

DATED: 9/25/23

  
Health Professionals and Allied  
Employees, AFT, AFL-CIO

  
Joani Pao,

Rowan University School of Osteopathic Medicine and Health Professionals and  
Allied Employees, AFT/AFL-CIO Collective Negotiations  
Management Proposal 12  
October 31, 2023

ARTICLE 5 WORK TIME

\* \* \*


5.07 Flexible Work Arrangements

Negotiations unit employees shall be eligible for flexible work arrangements pursuant to University Policy, and any changes thereto. This provision shall not be subject to the grievance/arbitration provision of Article XIV.

DATED: 10/31/23

  
\_\_\_\_\_  
Cynthia C. Leary  
State of New Jersey/Rowan University  
School of Osteopathic Medicine

DATED: 10/31/23

  
\_\_\_\_\_  
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 10  
October 31, 2023

ARTICLE 7

MONETARY BENEFITS: TIME NOT WORKED

7.01 Holiday Designation:

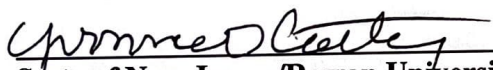
All Full-time negotiations unit employees will be entitled annually to ~~fifteen (15)~~ sixteen (16) holidays. Part-time negotiations unit employees will have the holiday time pro-rated based on the number of hours he/she was hired to work per pay period. The ~~fifteen (15)~~ sixteen (16) are:

New Year's Day	Martin Luther King's Birthday
Good Friday	Memorial Day
Independence Day	Labor Day
Thanksgiving Day	Day after Thanksgiving
Christmas	Float Holiday <del>(6)</del> <u>(7)</u>

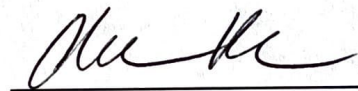
The ~~six (6)~~ seven (7) float holidays will be issued to those full- and part-time negotiations unit employees who are in active pay status as of January 1st of each year.

\* \* \*

DATED: 10/31/23

  
Cynthia O'Connell  
State of New Jersey/Rowan University  
School of Osteopathic Medicine

DATED: 10/31/23

  
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 5  
August 8, 2023

ARTICLE 7

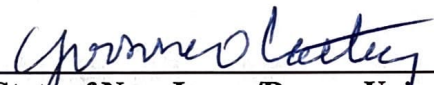
MONETARY BENEFITS: TIME NOT WORKED

7.06 Vacation Entitlement

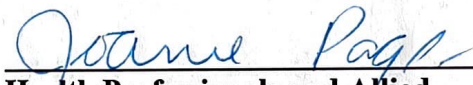
\* \* \*

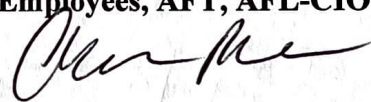
A negotiations unit employee who has resigned with appropriate notice, or who has been discharged, except for cause, shall be entitled to vacation allowance of unused vacation time accrued within the time limit described previously, less any overdrawn sick time allotment except that a negotiations unit employee separated during the initial hire or rehire probationary period will not be entitled to such allowance. For the purposes of this paragraph only, "for cause" shall not include performance based discharge.

DATED: 8/8/23

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

DATED: 8/8/2023

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

 8/8/23



Rowan University School of Osteopathic Medicine and Health Professionals and  
Allied Employees, AFT/AFL-CIO Collective Negotiations  
Management Proposal 8  
October 17, 2023

ARTICLE 7

MONETARY BENEFITS: TIME NOT WORKED

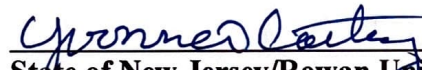
7.10 Leave for Death or Serious Illness in Immediate Family

Beginning January 1, 2024, bargaining unit members will be entitled one (1) bereavement day annually. The bereavement day does not accumulate and unused time will not be carried over or paid out upon separation.


In addition to the above, At the time of death of a family member, up to three consecutive work days off with pay will be granted to negotiations unit employees 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 and is so charged. In exceptional circumstances, 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.

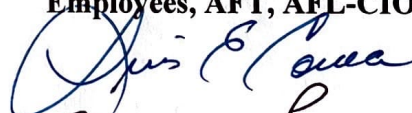
\* \* \*

DATED: 10/17/27

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

DATED: 10/17/23

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

  
Joani Page,

Rowan University School of Osteopathic Medicine and Health Professionals and  
Allied Employees, AFT/AFL-CIO Collective Negotiations  
Management Proposal 3  
August 1, 2023

ARTICLE 11  
HEALTH AND SAFETY

\* \* \*

C. A negotiations unit employee must report incidents of unsafe and/or unhealthful conditions to his/her supervisor immediately. The University shall, ~~respond in a timely manner to all~~ within two (2) business days, acknowledge receipt of any health and safety problems reported by the Union and/or negotiations unit employees. After the University develops a timeline and explanation of how the condition(s) will be remedied, it will communicate same to the Union and the negotiations unit employee(s).

DATED: 8/8/23

Joanne O. Cella  
State of New Jersey/Rowan University  
School of Osteopathic Medicine

DATED:

Al M. 8/8/23  
Health Professionals and Allied  
Employees, AFT, AFL-CIO  
Joanne Page

Rowan University School of Osteopathic Medicine and Health Professionals and  
Allied Employees, AFT/AFL-CIO Collective Negotiations  
Management Proposal 12  
October 31, 2023

ARTICLE 12 EMPLOYEE FACILITIES

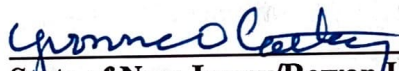
Effective July 1, 2024, the following provision will be modified as demonstrated below.

**12.01 Parking:**


~~Beginning July 1, 1993 and for every fiscal year until a successor Agreement is concluded,  
the parking fee for all negotiations unit employees will be equal to .5% of the base salary as of the  
last pay period of the previous fiscal year. All negotiations unit employees hired during any fiscal  
year shall pay a prorated fee for the remainder of the fiscal year based on their salary at time of  
hire.~~

~~Parking fee reimbursement shall be paid in pre-tax dollars.~~

DATED: 10/31/23

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

DATED: 10/31/23

  
\_\_\_\_\_  
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 12  
October 31, 2023

ARTICLE 17 SUB-CONTRACTING SERVICES

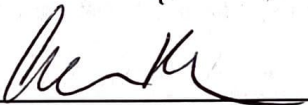
~~The University shall follow all applicable laws regarding subcontracting. The University will discuss the University decision to be subcontracted work based solely on fiscal reasons when it is apparent that negotiation unit employees will be laid off as a direct result of subcontracting. If such contract is executed, the University agrees to give displaced negotiations unit employees consideration concerning other positions at the University for which they are qualified.~~

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

DATED: 10/31/23

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

DATED: 10/31/23

  
\_\_\_\_\_  
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 12  
October 31, 2023

ARTICLE 20: WAGES

\* \* \*

**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 negotiations unit employees 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:

- Effective the first full pay period after ~~October 1, 2019~~ July 1, 2023, there will be a ~~two~~ three and one half percent across-the-board increase to each step on the applicable salary scale.
- Except as stated below, employees hired prior to July 1, ~~2018~~ 2022 will move one step on the applicable salary scale appended to this Agreement for fiscal year ~~2020~~ 2024, which will be effective the first full pay period after July 1, ~~2019~~ 2023. There will not be any retroactive payment to any employee as a result of this move on the salary scale.
- Effective the first full pay period after July 1, ~~2020~~ 2024, there will be a ~~two~~ three and one half percent across-the-board increase to each step on the applicable salary scale.
- Except as stated below, employees hired prior to July 1, ~~2019~~ 2023 will move one step on the applicable salary scale appended to this Agreement for fiscal year ~~2021~~ 2025, which will be effective the first full pay period after July 1, ~~2020~~ 2024.
- Effective the first full pay period after July 1, ~~2021~~ 2025, there will be a ~~two~~ three and one half percent across-the-board increase to each step on the applicable salary scale.
- Except as stated below, employees hired prior to July 1, ~~2020~~ 2024 will move one step on the applicable salary scale appended to this Agreement for fiscal year ~~2022~~ 2026, which will be effective the first full pay period after July 1, ~~2021~~ 2025.



**Rowan University School of Osteopathic Medicine and Health Professionals and  
Allied Employees, AFT/AFL-CIO Collective Negotiations  
Management Proposal 12  
October 31, 2023**

- Effective the first full pay period after ~~April 1, 2022~~ July 1, 2026, there will be a ~~two~~ three and one half percent across-the-board increase to each step on the applicable salary scale.
- Except as stated below, employees hired prior to July 1, ~~2021~~ 2025 will move one step on the applicable salary scale appended to this Agreement for fiscal year ~~2023~~ 2027, which will be effective the first full pay period after July 1, ~~2022~~ 2026.

All increment steps for staff nurses shall be subject to the Guidelines – Scale 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 fiscal year ~~2023~~ 2027 for any employee, subject to future negotiations of a successor agreement.

**Lump-Sum Payments**

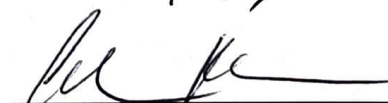
- Collective negotiations employees who have completed at least 24 months at the top step in their current ~~title/range title and range~~ on or before ~~October 1, 2021~~ July 1, 2025 and who remain in that same ~~title/range title and range~~ as of ~~October 1, 2021~~ July 1, 2025 shall receive a \$750 lump-sum payment so long as the employees are actively employed on the date the payment is made. In addition, collective negotiations employees who have completed at least 36 months of service at the top step in that same ~~title/range title and range~~ as of ~~October 1, 2021~~ July 1, 2025 receive an additional \$250 lump-sum payment so long as the employees are actively employed on the date the payment is made. Part-time collective negotiations employees, if any, shall be eligible for a pro rata lump-sum payment. The aforementioned lump-sum payments shall not be included in base salary.
- Collective negotiations employees who have completed at least 24 months at the top step in their current ~~title/range title and range~~ on or before ~~October 1, 2022~~ July 1, 2026 and who remain in that same ~~title/range title and range~~ as of ~~October 1, 2022~~ July 1, 2026 shall receive a \$750 lump-sum payment so long as the employees are actively employed on the date the payment is made. Part-time collective negotiations 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, ~~2023~~ 2027.

DATED: 10/31/23

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

DATED: 10/31/23

  
\_\_\_\_\_  
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 12  
October 31, 2023**

**ARTICLE 23 EFFECTIVE DATE AND DURATION**

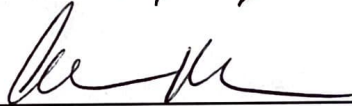
This Agreement, except as otherwise stated shall be effective on July 1, ~~2019~~ 2023 and shall remain in effect through June 30, ~~2023~~ 2027.

This Agreement shall remain in full force and effect from the date of execution thereof through June 30, 2023 2027. 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, ~~2023~~ 2027 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 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: 10/31/23

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

DATED: 10/31/23

  
\_\_\_\_\_  
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 10  
October 31, 2023

SIDE LETTER #3  
JUNETEENTH

Please note that Juneteenth will be observed on the same day observed by the State of New Jersey. The University recognizes the important significance of this day and seeks to facilitate staff and faculty who want to personally observe this day. As such, the University will provide a seventh float holiday and permit as of right any negotiations unit employee who is not involved in direct patient care to utilize a float holiday on Juneteenth on the day observed by the State. For an employee who is involved in direct patient care, the employee may make a request to utilize a float holiday on Juneteenth on the day observed by the state, and the request shall not be unreasonably denied but will be considered in light of required minimum staffing levels for each clinical office.

*Yvonne D. Cully*  
10/31/23  
*Ch. M.*  
10/31/23