

**Memorandum of Agreement between the AAUP-BHSNJ and Rowan University Virtua
School of Osteopathic Medicine for a Successor Collective Negotiations Agreement**

The Virtua School of Osteopathic Medicine at Rowan University and the AAUP-BHSNJ having engaged in negotiations for an agreement to succeed the parties' 2019-2023 collective negotiations agreement (CNA), which expired on June 30, 2023, agree to the following amendments to the 2019-2023 CNA:

1. The terms of this MOA shall be incorporated into the parties' successor collective negotiations agreement. All terms and provisions of the parties' 2019-2023 CNA shall be incorporated into the parties' successor CNA and shall remain in full force and effect unless expressly modified this MOA. The parties' 2019-2023 CNA shall be modified to conform to the terms of this MOA.

2. The base salaries of all AAUP-BHSNJ unit members shall be increased by the following across-the board increases:

Effective 7-1-2023 the base salaries of all unit members shall be increased by 3.5%

Effective 7-1-2024 the base salaries of all unit members shall be increased by 3.5%

Effective 7-1-2025 the base salaries of all unit members shall be increased by 3.5%

Effective 7-1-2026 the base salaries of all unit members shall be increased by 3.5%

All unit members on payroll on the date this MOA is ratified shall receive a retroactive increase to base salary in the amount of 3.5% salary effective 7-1-23.

All minimum salaries shall be increased by the above across-the-board salary increases.

3. Effective 7-1-2025, in addition to the above salary increases, all unit members who have ten or more years of service at Rowan University shall receive a \$2,750 increase to base salary prior to the 7-1-2025 3.5% across-the-board salary increase.

Employees who complete 10 years of service at Rowan University after 6/30/25 will receive their 10 year adjustment of \$2,750 on the first full payroll period after 7/1 of the calendar year subsequent to completing 10 years. If an employee who completes 10 years of service is also eligible for a percentage across-the-board raise on July 1 (or the first full pay period of July) of that year, first the \$2,750 will be added to base and then the ATB will be applied.

4. The parties agree to continue negotiations over a clinical incentive for clinical faculty. Negotiations shall commence on or before July 1, 2025.
5. All references in the parties' CNA to "maximum" salaries shall be deleted.

For example:

Article VIII, Compensation, Section E Out-of-Cycle Increments, paragraph 2 shall delete the reference to the maximum salary of the range and shall instead read – “Out-of-cycle increments shall be in any amount.”

The second and third paragraphs of Section J, which refer to maximum salaries, shall also be deleted.

6. Effective July 1, 2024, AAUP-BHSNJ unit members shall not be charged any fees for parking. Article XV of the parties’ CNA shall be deleted.
7. Article IX, Fringe Benefits, attached as Exhibit A to this MOA, shall be substituted for the current Article IX in the parties’ CNA.
8. Article VIII, Compensation, Section D (Extramural Support Incentive Awards), paragraph 1, shall be amended to reflect that the maximum amount of grant support subject to this provision shall be increased from \$30,000 to \$38,000 and the lump sum bonus payment shall be increased to \$19,000.
9. Substitute current language in Article VIII, Compensation, Section K, Library Stipends, with the following:

K – Librarian Salaries

On or before November 1, 2024, the University shall implement that portion of the President’s June 30, 2022 memorandum to Provost Anthony Lowman, which provides that “the remainder of this salary adjustment will be contingent on successful implementation of the following changes, many of which were recommended by the Committee explicitly to bring about greater alignment between the AFT and AAUP Librarians.” The changes to be implemented by November 1, 2024 are (1) the standardization of the rank-level expectations for AAUP Librarians, including years of professional experience and/or additional education, and rank-appropriate duties; (2) alignment of current AAUP Librarian job descriptions with these standards; and (3) implementation of a regular evaluation process for AAUP Librarians to be managed by the Associate Provost for Library Information Services. If any necessary salary adjustments are made, they will be pursuant to the parameters of the June 30, 2022 memorandum.

10. Article VIII, Compensation, Section M, Professional Development shall be modified as follows:

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

- Professional society meeting as a Presenter
- Professional society meeting as an Attendee
- Professional society membership dues

- Research publication fees
- Purchase of educational material and/or subscribe to journals not available through Rowan SOM
- Other: such as attendance at special courses, statistical support, etc., with approval of the department chair
- Maintenance of certification.

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

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

11. The following paragraph shall be added to Article XXVI – Non-Reappointment:

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

12. Article VII – AAUP-BHSNJ Rights

E. Paid Union Release Time

1. Union Representatives, Rights and Limitations:

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

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

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

- a) Represent negotiations unit employees in the department/work unit.
- b) Post Union notices.

- c) Up to five (5) Union representatives may attend negotiating meetings on paid union leave if designated as a member of the negotiating team and scheduled to attend by the Union.
- d) Attend scheduled meetings with the University.

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

2. Union Business:

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

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

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

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

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

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

13. The term of the parties' successor CNA shall be July 1, 2023 through June 30, 2027.

14. This MOA is subject to the ratification by the members of the AAUP-BHSNJ.

On behalf of the AAUP-BHSNJ

On behalf of Rowan University Virtua School
of Osteopathic Medicine

A handwritten signature in black ink, appearing to be 'M. S.', written over a horizontal line.

Dated: 9/9/24

Dated: