## AFT LOCAL 2373 -and- ROWAN UNIVERSITY LOCAL AGREEMENT

## DEPARTMENT CHAIRS/ADMINISTRATIVE HEADS

AFT Local 2373 ("Local 2373"), representing faculty, professional staff and librarians at Rowan University (including Cooper Medical School of Rowan University), and Rowan University ("Rowan"), hereby agree as follows:

- Local 2373 recognizes that Rowan has the right to hire or appoint non-union Administrative Heads, which share many functions with Assistant Deans, and whose duties shall be determined by management, provided that Administrative Heads shall not be assigned work which has been normally and regularly assigned to members of the Local 2373 bargaining unit.
- Local 2373 recognizes that final decision-making authority concerning hiring, discipline, budgeting, and the allocation of Department resources is vested in the Dean, which may be delegated to the Assistant Dean and/or Administrative Head.
- Rowan recognizes its obligation to recognize elected in-unit Department Chairpersons
  pursuant to and consistent with the terms of Article XVII of the Statewide collective
  negotiations agreement. Rowan further recognizes that this obligation extends to duly
  elected in-unit Department Chairpersons at the Cooper Medical School of Rowan
  University (CMSRU).
- 4. Rowan recognizes that in-unit Department Chairpersons are the primary liaison between Department faculty and the Dean or designee, which may include an Administrative Head, . The Administrative Head will notify the Department Chairperson of any meetings with faculty at which the Department Chairperson is not present.
- 5. Rowan recognizes that in-unit Department Chairpersons may provide advice, recommendations and input on matters over which the Dean or the designee have final decision making authority, including but not limited to the allocation of resources, Department budgeting, staffing levels, faculty performance and faculty evaluations and assessments.
- 6. Rowan recognizes that in-unit Department Chairpersons have primary responsibility to oversee the Department's social, collegial, and ceremonial functions, coordinate and promote the Department's academic and curriculum goals, and promote and assist faculty as relates to scholarly engagement, professional development, creative activity, and service and instructional development. Nothing in this provision is intended to prohibit Administrative Heads from engaging in mentoring or providing feedback to faculty regarding these issues notwithstanding the Department Chairperson's primary responsibility relating to these issues.

- 7. Rowan recognizes that in-unit Department Chairpersons lead the department in interdisciplinary pursuits and interdepartmental cooperation, oversee departmental personnel committees, monitor compliance with the AFT agreement concerning promotion and reappointment, and have primary responsibility for the development of faculty schedules subject to the availability of space and resources as provided by the Dean or designee and subject to final approval based on same by the Dean and/or designee.
- 8. Rowan recognizes that in-unit Department Chairpersons are entitled to such information and records (including fiscal information, such as the budget) as are necessary and appropriate in the performance of the duties set forth herein, upon reasonable request with adequate notice, provided that Rowan is not required to provide information deemed confidential, privileged, or trade secrets under applicable public sector labor law or the Open Public Records Act, unless said information is otherwise subject to production under applicable public sector labor law.
- 9. The mutual agreements and recognitions set forth herein are not intended to amend, alter or effect the duties and responsibilities presently performed by in-unit Department Chairpersons in Departments where there is no Administrative Head and/or Assistant Dean. In coming to this Local Agreement, neither party waives its legal rights, claims or defenses as may exist with respect to the assignment of work among unit and non-unit titles.
- 10. The parties agree to continue to confer on specific issues relating to the application of the terms of this Local Agreement as they arise. Should the parties be unable to resolve disputes arising under this Local Agreements, its terms are subject to enforcement to advisory arbitration pursuant to Article VII of the Statewide collective negotiations agreement.

For AFT Local 2373

Joe Basso, President

Dated: [2/2/2020

For Rowan University

Anthony Lowman, Provost

Dated: