

MEMORANDUM OF AGREEMENT
between
RIDER UNIVERSITY
and
THE RIDER UNIVERSITY CHAPTER OF THE AMERICAN ASSOCIATION
OF UNIVERSITY PROFESSORS

This Memorandum of Agreement (“MOA”) is entered into by and between Rider University (the “University”) and the Rider University Chapter of the American Association of University Professors (“AAUP”) (collectively, the “Parties”).

WHEREAS, the University and the AAUP are parties to a collective bargaining agreement, effective September 1, 2022 through August 31, 2027 (the “CBA”); and

WHEREAS, the AAUP has alleged that, effective January 1, 2023 certain changes were made to the University’s prescription plan impacting the availability of some medications that had previously been covered under the prescription plan; and

WHEREAS, the University maintained that all changes to the prescription plan were consistent with the plan documents; and

WHEREAS, the AAUP filed a grievance concerning the prescription plan, which was referred to arbitrator Bonnie Weinstock on July 27, 2023; and

WHEREAS, an arbitration was scheduled to take place via zoom before Arbitrator Weinstock on August 5, 2024; and

WHEREAS, the AAUP has represented that one faculty member has incurred out-of-pocket expenses to pay for a “brand” medication previously covered that was no longer covered after January 1, 2023.

WHEREAS, the Parties have agreed to resolve the grievance on a non-precedential basis subject to the terms and conditions of this memorandum of agreement;


WHEREFORE, it is hereby agreed by and between the University and the AAUP as follows:

1. Retroactive to January 1, 2023, AAUP bargaining unit members who incurred out-of-pocket expenses resulting from the denial of a prescribed medication that would have otherwise been covered during the calendar year preceding January 1, 2023 will be reimbursed for all such out of pocket expenses, less the tier-3 employee co-pay. Such individuals shall present documentation showing the physician’s prescription and the out-of-pocket expenses incurred.
2. Any individual eligible for a reimbursement pursuant to paragraph 1, above, shall be entitled to continue such coverage on a going forward basis, subject only to the tier-3 co-pay. To this end, the University will inform its prescription provider to cover any

medications covered under Paragraph 1, above, for the identified bargaining unit members.

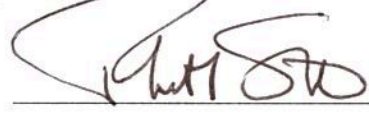
3. Going forward, in the event a bargaining unit member is denied coverage for a "brand" medication that would otherwise have been covered during the calendar year preceding January 1, 2023, the University will instruct its prescription provider to cover such medication (subject only to the tier-3 co-pay) so long as the bargaining unit member provides the University with a note from the prescribing physician that the medication should be dispensed as prescribed.
4. The AAUP will withdraw its request for arbitration and will not initiate any other grievance or legal proceeding asserting the same claim, other than to enforce the terms of this memorandum of agreement. The parties will split evenly any arbitrator fees associated with this matter.
5. Except as to the specific matters discussed herein, this memorandum of agreement is not precedent setting and may not be cited as precedent or referenced in any future matters, other than to enforce the terms of this memorandum of agreement. Any dispute over this memorandum of agreement shall be resolved pursuant to the grievance and arbitration procedures set forth in the parties' CBA.

FOR THE AAUP



8/5/24
Date

FOR RIDER UNIVERSITY



8.5.24
Date