

Agreement between
The Board of Trustees
of
Rowan College of South Jersey

and

The Federated Association of Cumberland Employees
(F.A.C.E. Association)
of
Rowan College of South Jersey

2023-2026

Effective July 1, 2023

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ARTICLE I
RECOGNITION

A. The Rowan College of South Jersey Board of Trustees, hereinafter referred to as the College or Board, hereby recognizes the Federated Association of Cumberland Employees, hereinafter referred to as the Association, as the exclusive negotiating representative as defined in N.J.S.A. 34:13A-1, et seq., for all full-time professional and paraprofessional personnel in pay levels 1-7 presently employed by the College during the term of this contract, excluding the following confidential titles:

Accountant

Administrative Assistant, President's Office

Assistant to the President, BOT Liaison

Assistant to the Vice President, Academic and Student Affairs

Human Resources Administrative Assistant

Human Resources Specialist

Senior Accountant

Technical Specialist, Payroll/Pensions

B. In the event the College may create a new position, or title, which is not identified in this agreement, the College will notify the Association President five (5) working days prior to internal posting the new position, or title, that have been created. The college and the Association agree to make a good faith effort to determine if the new position, or title, should be recognized as part of the Association. If the parties agree that the Association is the exclusive bargaining representative for the new position, or title, the College and the Association shall enter into good faith negotiations to establish the terms and conditions of employment for said position. If the parties agree that the position is not included within the recognition clause, the College shall have the right to unilaterally determine the terms and conditions of employment for said position. Any dispute between the parties which arises over the creation of new positions, or titles, the parties shall be referred to the Public Employment Relations Commission for determination.

ARTICLE II
NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over an Agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement on all matters concerning terms and conditions of employment at Rowan College of South Jersey. Such negotiations shall begin no later than December 1 of the calendar year preceding the calendar year in which the Agreement expires. Any agreement so negotiated shall apply to all persons covered in Article I - Recognition, shall be reduced to writing, shall be signed by the representatives of the Board and the Association, and shall be adopted by the Board and the Association.
- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. The Board shall make available to the Association upon request a list of the names, professional ranks, positions or titles, salaries, and years of service of every person covered by this Agreement, and such other data and information as required by law to be made public.
- C. As soon as the College budget is approved by the Board of School Estimate, a copy of the budget shall be forwarded to the President of the FACE Association.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary powers to make proposals, consider proposals, and make counterproposals in the course of negotiation.
- E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment on the effective date of this Agreement pertaining to persons covered by this Agreement as established by the rules, regulations, and/or policies of the Board in force on said date, shall continue to be applicable during the term of this Agreement. Unless otherwise provided for in the Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any full-time benefit prior to its effective date.

- F. The Board agrees not to negotiate concerning members of the collective bargaining unit as defined in Article I of this Agreement with any other organizations for the duration of this Agreement.
- G. Either party shall have the right to caucus at any time.
- H. When an agreement has been reached on a particular article or sub-article, the chairperson for each party shall initial the article to indicate that agreement has been reached between the parties.
- I. When, in the view of either party, an impasse has been reached on any issue, that party may appeal to the Public Employment Relations Commission for the services of a mediator in accordance with Chapter 12 of Rules, Regulations, and Statement of Procedures of the New Jersey Public Employment Relations Commission.
- J. Meetings of the negotiating parties may be held in the Board Room of the Administration Building of Rowan College of South Jersey or an alternate location of mutual agreement. Provisions shall be made to facilitate the negotiating process, i.e., caucusing, typing, duplicating, etc.
- K. Each negotiating session shall be held at times of mutual agreement.
- L. Nothing herein contained shall prevent the Board from negotiating with or entertaining the rights of any person employed by the College pursuant to his or her rights under the Constitution and Laws of the State of New Jersey.

ARTICLE III

INDIVIDUAL AND ASSOCIATION RIGHTS AND RESPONSIBILITIES

- A. Pursuant to Public Laws of 1974, Chapter 123, of the State of New Jersey, the Board hereby agrees that all full time Association members (as herein defined) shall have and shall be protected in the exercise of the right, freely and without penalty or reprisal, to form, join and assist the FACE Association herein recognized, or to refrain from such activities. Pursuant to such rights, the FACE Association shall have the right to negotiate with the Board with respect to grievances and terms and conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any Association members rights he/she may have under the General School Laws of the State of New Jersey or other applicable laws and regulations. The rights granted to the Association members hereunder shall be deemed to be in addition to those provided elsewhere.

- C. Members of the Association shall have the right to attend meetings of the Association and its respective committees on the fourth Monday of each calendar month at 2 :00 p.m. A room shall be made available to the FACE Association each month during the scheduled meeting time. Room requests for additional meeting times will be made and granted upon availability at the approval of the President. No charge shall be made for the Association's use of the College facilities for such meetings.

- D. The Association shall have the right to post notices of its activities and matters of Association concern on bulletin boards in the staff lounge and the Association members' office complexes. The Association may use the College's available means of communication for its approved communications to all Association members.

- E. Duly authorized representatives of the Association employed by the Board shall be permitted to transact official Association business on College property in accordance with the terms and conditions of this contract and the general policy of the Board that such

activity shall not interfere with assigned responsibilities of any member of the College faculty or staff.

1. The Association's duly authorized representatives or members employed by the Board may be permitted use of College facilities for meeting purposes at such time and place as will not interfere with, delay, or defer any activity or function of the College.

2. The Association may be permitted the use of the College internal mail and telephone systems. All internal uses of mail system for official Association purposes must be identified as originating with the Association and bear the name or signature of an authorized Association representative. Postage for external mail shall be provided by the Association. All outside calls, that is, long distance calls, shall be paid for by the Association. The Association will be billed at the current rate per copy for using the copying machine. A monthly statement will be forwarded to the Association based on the volume of work done during the month.

F. The provisions of this Agreement shall be applied in a manner which is not arbitrary, capricious, or discriminatory and which is without regard to race, creed (religion), color, national origin, nationality, ancestry, age, sex (including pregnancy and sexual harassment), marital status, domestic partnership or civil union status, affectional or sexual orientation, gender identity or expression, atypical hereditary cellular or blood trait, genetic information, liability for military service, or mental or physical disability, including AIDS and HIV-related illnesses.

G. If a duly-authorized Association representative wishes to address the Board of Trustees on a matter pertaining to labor relations between the College and the Association, such representative will file a written request to address the Board of Trustees with the Board President at least five days prior to the scheduled Board meeting at which the representative wishes to appear.

- H. The Board and Association shall adhere to the Principles on Academic Freedom, as delineated in the faculty contract, for Association members who teach.
- I. Meeting Room - A room shall be made available to the Association for one hour per week, at an hour to be specified outside of the normal workday.
- J. Announcements of professional position vacancies, new positions, and new titles, together with job descriptions, required qualifications, and bargaining unit designation shall be distributed at least five days prior to publication elsewhere to all Association members, via college Email and on the College's Web Site.
- K. All association members shall be given an equal and equitable opportunity when applying for any position. Association members shall be provided the same professional consideration that is extended to all external candidates when evaluating their years of experience for a position.
- L. Personnel Files
The official personnel files for each Association member shall be maintained in the Office of Human Resources. Association members shall be permitted to inspect, copy from, or reproduce their individual personnel records. Annual evaluation materials shall be maintained in the supervisor's office with a copy to the Office of Human Resources. Each Association member shall receive a copy of all annual evaluation materials upon request. Access to the personnel file will be facilitated by the Executive Director, Human Resources or a designee within 24 hours. Pre-employment information including reference inquiries and search committee materials will be removed before the review. Materials contained in personnel files shall only be disclosed to authorized individuals, and written notification shall be made to the affected employee within three working days.

ARTICLE IV

BOARD AND MANAGEMENT RIGHTS AND RESPONSIBILITIES

- A. The Board hereby retains and reserves unto itself and its appointed management and administrative personnel without limitations, all powers, authorities, duties, and responsibilities conferred upon and vested in it by law and those commonly associated with its level of direction and control. These include, but without limiting the generality of the foregoing rights, the following:
1. Full jurisdiction and authority over matters of policy.
 2. The executive management and administrative control of the College and its properties and the facilities of its employees.
 3. Hiring of all employees and, subject to the provisions of Law and this Agreement, determining the qualifications and conditions for their continued employment or dismissal or duration.
 4. To promote and transfer all employees subject to the provisions of this Agreement.
 5. To determine job descriptions, job classifications, position grade assignments and qualifications for positions.
 6. To relieve employees from duties through layoff, suspension, or termination, as hereinafter provided, in order to maintain the efficiency of the College.
 7. To determine the methods, means, personnel, and size of work force by which the operations of the College are to be conducted.
 8. To take whatever actions the Board may deem necessary to carry out the mission of the College in any situation whatsoever to the extent provided by this Agreement.

- B. The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with applicable laws.

- C. Nothing in the Agreement, except as specifically referred to or identified, shall be interpreted to subordinate, waive, preclude or deny the Board the right to conduct the business of the College in accordance with current or past practices, policies or procedures , nor to perform its responsibilities as custodians of the property of the College nor to exercise its judgment and decision action to the extent that such actions are not in contravention of the law.

- D. Board Personnel Actions will be posted 10 business days after the conclusion of the Board of Trustees Meeting.

- E. The College shall fully comply with the New Jersey "Workplace Democracy Enforcement Act" until such time the "Act" has changed or no longer exists.

ARTICLE V
CONDITIONS OF EMPLOYMENT

A. Probationary Period for New Employees

1. All newly hired personnel covered by this agreement shall have a probation period of six (6) months, commencing on the first day of employment, to determine whether an employee satisfactorily performs the duties of his or her position.
2. During the probationary period, a minimum of two (2) evaluations may be conducted of the employee by the designated supervisor. If necessary, the designated supervisor may choose to extend the probationary period up to 6 additional months if performance expectations have not been met, but a positive action plan must be in progress. If the probationary period is successfully completed, all time is credited toward seniority and longevity purposes.
3. An employee may be terminated for unsatisfactory performance at the end of the probationary period.

B. College Day/Work Week

1. The college day extends from 7:00 a.m. to 10:00 p.m. on Monday through Friday, and Saturday from 8:00 am. to 4:00 p.m. The normal work week for Association members shall be 35 hours over a five consecutive day period, typically 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding a one-hour lunch period daily. The College may modify the work week or establish a new work week provided it meets and confers with the Association a reasonable time prior to implementing same.
2. It is recognized that Association members are required to perform services which may be beyond that which would normally be accomplished within the usual work week. When an Association member is given an assignment outside of his or her normal job responsibilities or beyond that which would normally be accomplished within the usual work week, compensatory time shall be granted

but must be pre- approved by the appropriate supervisor. The appropriate supervisor may grant "flex time" for extended duty requirements and/or adjunct faculty workshops and orientations in lieu of compensatory time.

3. Compensatory Time

Use of compensatory time will be arranged between the Association member and the appropriate supervisor. Compensatory time is calculated as an hour and a half hour for each hour worked over 35 hours per week. Any compensation time accumulated between the last preceding September 1 and the next August 31 must be used on or before that August 31.

4. Summer Hours for Twelve Month Employees

Summer hours for twelve-month employees will start the third week in May through the second week in August; the College will close on Fridays. The required 35-hour work week will need to be compressed Monday through Thursday, totaling 8.75 work hours per day, with a daily schedule of 8:00am to 5:15pm with a 30- minute lunch break. If an Association member is unable to flex his or her daily schedule due to personal obligations, he or she will need to take the appropriate amount of vacation or personal time to construct a 35-hour week. All holidays will be paid as 8.75 hour compressed work days.

If the College chooses to alter the summer hours for any contract year, it will notify the association by March 1st.

C. Teaching

1. Qualified Association members shall be given the opportunity to teach available courses offered in keeping with the provisions of the faculty contract.
2. Association members teaching an overload, with supervisor's approval, shall be paid in accordance with the rate established in the faculty contract.

3. Payment for teaching an overload shall be made in accordance with the College payroll schedule.
4. The Board will give full consideration to all qualified college personnel who wish to teach classes scheduled through the Career and Technical Education Division (CTE). These courses are generally offered in four modules throughout the calendar year. Instructional compensation will be solely determined by the CTE Division based on, but not limited to, complexity of the course, qualifications of the instructor, and number of students. College personnel members must submit an application justifying their qualifications to the CTE Division by July 1 of each academic year to be considered for appointment.

D. Graduation

Association members are encouraged to attend graduation exercises or support volunteer activities surrounding graduation. Some positions may require participation. Academic regalia, if required, shall be supplied, and paid for by the Board.

E. Development Days

Association members will be required to attend up to two (2) days for development within the contract year.

F. Emergency Closings

Full-time employees who are scheduled to work but directed not to report to work due to inclement weather or another emergency situation will be credited with one hour of pay for each hour that he/she is scheduled to work. Employees who are officially dismissed early due to weather or any other situation will be paid for their entire scheduled workday. All full-time employees in active pay status shall be paid for the entire day if the College is closed for the entire day.

Emergency closing compensation will be provided unless an Act of God or a regional/national emergency beyond the control of the Board prevents the College from making these payments. It is the employee's responsibility on days of inclement weather to check College designated information sources for College closing information.

ARTICLE VI
FACE ASSOCIATION BENEFITS

A. Sick Leave

1. An Association member who is absent from duty because of personal illness is allowed sick time each year without deduction in pay on the following basis:

Twelve Month Employee - 15 working days sick leave per year.
2. Although sick leave may not be credited during a leave of absence, Association members do not lose accumulated sick leave while on leave of absence.
3. Association members may apply to use accrued sick leave to care for a family member up to three (3) consecutive days per occurrence. Family shall be interpreted to include father, mother, children, spouse, domestic partner (proof of cohabitation may be required), siblings, grandparents, parents-in-law, grandchildren, and members of the family living in the same household with the Association member. After three (3) consecutive days, the Association member may apply for consideration to use time under NJFLA (New Jersey Family Leave Act).

B. Sick Payout

1. Sick leave is accruable without limit. Full-time unit members with any unused accumulated sick leave shall be entitled to receive fifty percent (50%) of the accumulated sick leave as a severance pay under any one of the following circumstances:
 - i. death of the unit member.
 - ii. retirement of the unit member.
 - iii. leaving the institution in good standing. after twenty (20) years of service prior to retirement

2. The severance payment shall not exceed the maximum of \$15,000. This payment shall be paid in a lump sum at the effective date of retirement, death, or leaving the College in good standing. after twenty (20) years of service prior to retirement. The supplemental compensation payment to be paid hereunder shall be compensated at the rate of fifty percent (50%) of the eligible person's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual contracted compensation received during the last year of employment prior to the effective date of retirement, death, or leaving the College in good standing after twenty (20) years of service prior to retirement.

i. The employee retires under the New Jersey Public Employees Retirement System or employing the same standards of this system if the employee retires under the Alternate Benefit Program;

ii. Unused sick leave retirement compensation will be effective utilizing the same standards and effective date as the N.J. Division of Pensions and Benefits;

iii. In cases where an employee dies while actively employed and would otherwise be eligible to retire, the unused sick leave retirement compensation will be paid to the employee's estate.

3. Employees may participate in a Donated Leave Program. The terms and conditions of said program shall be in accordance to the College Policy and Administrative Procedure.

C. Vacation for Twelve-Month Employees

1. Twelve-month employees shall have twenty (20) working days' vacation per year, not including the regular employee holidays, Vacation requests must be approved by the supervisor. All reasonable attempts will be made by the supervisor to provide coverage and comply with the Association member's request.

2. A total of twenty-five (25) vacation days may be carried into the subsequent fiscal year. Vacation days beyond twenty-five (25) not used by the end of the fiscal year will be deducted from the Association member's accumulated balance.
3. Seniority will be the basis for settling any conflict arising relative to employees taking vacation leave (i.e., the most senior employee in the dispute will have first option).

D. Paid Holidays and Paid Days Off

The Board of Trustees shall designate twelve (12) holidays annually as listed below. In addition, four (4) floating holidays will be provided to unit members.

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

New Years Day

Martin Luther King Jr. Day

Spring Break

Spring Break

Good Friday

Memorial Day

Juneteenth

1. Paid days off:
 - i. Any working day between Christmas day (December 25) and New Year's Day (January 1) that is not already a designated Holiday will be observed as a paid day off.
 - ii. If a holiday falls on a Saturday, it will be observed on the preceding Friday.

- iii. If a holiday falls on a Sunday, it will be observed on the subsequent Monday.
- iv. Employees will be provided four floating holidays to be used at their discretion. These holidays can be used in an unrestricted manner during the fiscal year.

E. Bereavement

Leave not to exceed five (5) days with pay will be allowed for each death in the immediate family. Immediate family shall be interpreted to include father, mother, children, spouse, domestic partner (proof of cohabitation may be required), siblings, grandparents, parents-in-law, grandchildren, and members of the family living in the same household with the Association member. In the case of unique personal relationships, an Association member may request a maximum of three (3) days bereavement leave time.

F. Personal Leave

A maximum of five (5) personal days will be granted per year. A form must be completed and approved by the appropriate academic dean or supervisor. Personal days are official only after receipt of approval from the supervisor. All reasonable attempts will be made by the supervisor to provide coverage and comply with the Association member's request.

G. Leave of Absence

1. Advanced Study Leave

Upon the recommendation of the President of the College, leave of absence without pay may be granted for one year by the Board of Trustees to any Association member upon application for the purposes of advanced study if, in the opinion of the President and the Board, such study shall benefit the College as well as the individual. Upon application, such leave may be extended beyond the one-year limit. All such conditions shall be clearly stated in the Leave Agreement.

2. Military Leave

The College shall provide at least the minimum level of military leave required by law.

3. Family Leave

All provisions of the New Jersey Family Leave Act (NJ.SA. 34:11-B-1, et seq.) and the federal Family and Medical Leave Act (29 U.S. Code Sec. 601) shall apply to Association members.

4. Other Leave

- i. An Association member may apply for up to a six month leave without pay for personal reasons. Applications for Personal Leave shall be made to the President and granted by the Board of Trustees. An employee returning from a personal leave will be reinstated to the same or equivalent position the employee held at the commencement of the leave with the same or equivalent seniority, status, benefits, wages, and other terms of condition that existed prior to the leave.
- ii. Applications for Personal Leave shall state the reason (s) for the leave. Denial of a request for Personal Leave shall not be subject to the Grievance Procedure of the Agreement.
- iii. If the Association member desires to remain covered by the College's benefit and insurance programs, the Association member will reimburse the College for the Association member's fringe benefits while the leave is in effect.
- iv. While on unpaid leave from the institution, the Association member is not entitled to accumulate sick leave or annual vacation leave, nor can time be charged against the Association member's accumulated sick leave or annual vacation leave.

H. Professional Meetings

1. Association members are encouraged to attend appropriate and worthwhile professional meetings.
2. To the extent possible, subject to the availability of funds as determined by the College, the College will assist in payment of expenses of attendance at professional meetings.
3. In the event that several Association members desire to attend the same meeting, any travel allowance shall be prorated among them or paid to the person(s) providing transportation, assuming five passengers to the car.
4. A written request to attend professional meetings shall be submitted to the appropriate supervisor at least two weeks prior to the date planned for departure for the meeting. The request should contain an estimate of the cost of attendance. The supervisor shall notify the Association member in writing of approval or lack thereof at least one week before the meeting. Expenses shall not be paid in any case where attendance has been without prior approval.
5. When requested by the College to attend professional meetings for other college business, if the Association member uses his or her personal automobile the travel expense shall be reimbursed at the IRS rate per hour, plus tolls and parking.

I. Insurance Programs

1. Health and Prescription Drug Insurance Benefit

Under the New Jersey State Health Benefits Program, all current employees who have completed their probationary period will be eligible to enroll into the provider plan of their choice at his/her appropriate level of coverage (e.g., single, couple, parent/child or family coverage). The College shall continue to administer all health and prescription drug programs in accordance with the requirements and guidelines of the State Health Benefits Commission. All active unit employees who have not opted-out, shall contribute towards the cost of health insurance and

prescription benefits in accordance with the provisions of P.L. 2011, Chapter 78. The contribution shall remain in effect until a successor agreement is ratified by the parties.

2. Dental Benefits (\$25 deductible)

The Board shall provide to the Association member and eligible dependents, a three-level dental plan from Horizon Blue Cross and Blue Shield of NJ or a plan at least equivalent to the aforementioned plan. Association members shall be free to join at any level during the open enrollment period each year. The amount of contribution by the Board shall not exceed the cost of the base plan.

3. Any contemplated change in the carrier herein specified shall be discussed with the Association prior to such change. Any contemplated change shall provide a plan at least equivalent to the aforementioned plan.

4. Health Reimbursement Arrangement

Effective on the dates listed below, the College will contribute the following amounts as a lump sum payments into a Health Reimbursement Arrangement account for each unit member:

July 1, 2023: \$350

July 1, 2024: \$350

July 1, 2025: \$350

An employee may carry over up to one (1) year of HRA funds into the subsequent fiscal year to provide up to a \$700 benefit.

5. Any dispute arising from a change in any plan described herein shall be subject to the grievance procedure. If arbitration is required, same shall not be advisory, but be binding upon the parties.

6. Any physical examinations and immunizations required by the Board shall be performed at its expense.

J. Tuition Waiver

Subject to meeting entrance requirements, each unit member, his/her spouse and children through age twenty-six (26) will be granted waiver of tuition and activity fee for Rowan College of South Jersey credit courses. These individuals also shall be eligible for a tuition waiver for non-credit courses, workshops or seminars as long as there is space available and there is no additional cost to the College as a result of the waiver. In any instance in which the agreement with a co-sponsoring organization for an offering prohibits access to courses, that agreement with the co-sponsor shall govern.

Qualitative Grade Point Average (GPA) Requirements:

In order to qualify for tuition waiver, participants must maintain the following minimum GPA depending upon the number of hours attempted, subject to the Warning Status provisions set forth below. Tuition waiver shall apply to all remedial courses. Remedial courses shall be exempt from the minimum GPA set forth below.

Credits Attempted Minimum GPA Required

12-24 credit	1.5
26-66+	2.0

Warning Status

Each participant shall be afforded one active semester of “warning” before becoming ineligible due to inability to maintain the applicable minimum GPA standard set forth above. An active semester shall be defined as one in which the participant is enrolled in one of more courses.

Each participant who is placed in warning status shall receive an email sent to his/her RCSJ email account explaining her/his current academic status, as well as a summary of the many services the college offers to assist students with getting back on track. If the participant fails to meet the applicable minimum GPA standard at the end of the warning period, she/he will become ineligible for tuition waiver during subsequent semesters until the overall GPA meets or exceeds the applicable minimum GPA standard set forth above.

Upon meeting or exceeding the applicable minimum GPA standard, the participant shall become eligible for tuition waiver once again.

In the event of the death of the Association member, the surviving spouse, children, and legal dependents through age twenty-six (26) shall continue to receive the tuition remission benefit. This benefit terminates for the spouse upon remarriage of the spouse; however, the Association member's children shall continue to receive this benefit up to age 26.

K. Professional Development

Subject to the availability of funds as determined by the College, there shall be established an annual Professional Development Fund of Five Thousand dollars (\$5,000) to fund activities relating to the professional development of Association members. The maximum grant to an Association member shall be seven hundred dollars (\$700). The processing of professional development proposals shall be done by the Professional Development Committee. Recommendations of the committee shall be forwarded to the President for final approval.

ARTICLE VII
SALARY PLACEMENT & SALARY INCREASES

A. Salary Schedule

The salary schedule for twelve (12) month employees for the 2023-2026 fiscal years shall be as follows:

Level	Title	Minimum
1	Vacant Title	\$25,717
2	Assistant Manager	\$25,753
3	Manager	\$30,157
4	Administrative Specialist Coordinator Senior Manager Specialist I	\$34,507
5	Administrative Assistant Recruiter Specialist II Supervisor	\$38,972
6	Assistant to Director Research Associate Senior Administrative Assistant Senior Supervisor	\$43,377
7	Athletic Trainer Programmer/Analyst Technical Specialist	\$47,713

1. A list of all negotiable salaries signed by the parties hereto will be filed with the President and secretary of the FACE Association. Salaries for twelve- (12) month employees will be paid from July 1 to June 30.
 - i. In the event an Association member is employed in a position that is less than a twelve

(12) month position, salary minimum and maximums shall be prorated accordingly along with vacation leave, sick leave, and personal days (rounded to the nearest whole day).

2. Association members may be employed at a salary higher than the minimum salary for a level if qualifications are unusual. Such appointments will be made by the Board of Trustees upon the recommendation of the President.
3. A candidate is not automatically entitled to placement in the top level for which his/her academic and experience credits may make him/her eligible. The President may recommend employment at any level or below the top level for which the candidate's academic and experience credits may make him/her eligible.
4. The Board of Trustees may appoint any professional staff member to any level or salary, on the recommendation of the President.

B. Salary Increase

The salary increase for July 1, 2023 shall be 3.5%

The salary increase for July 1, 2024 shall be 3.5%

The salary increase for July 1, 2025 shall be 3.5%

*The retroactive salary increase will only apply to unit members who are currently employed by the college when the contract was fully executed by all parties hereto.

1. In the event an Association member has not reached the minimum for their level after receiving the negotiated increase, the salary will be adjusted to the minimum.
2. The above-stated salary increases will be paid to each Association member employed on June 30 of the prior fiscal year.
3. All increases in salary are awarded by the Board of Trustees upon the recommendation of the President (N.J.S.A. 18A:29-14).

C. Reclassification

1. If an Association member's duties and scope of responsibilities are changed so that they assume additional responsibilities not specified in the original job description, said employee may request that the position be reviewed for reclassification. Criteria that may be utilized in determining reclassification include, but are not limited to:

- i. Additional number of employees supervised.
- ii. Additional budget responsibilities.
- iii. Additional duties not in the original job description.

2. An Association member who believes that additional duties and responsibilities have been assigned may request a reclassification by forwarding a written request to the Human Resources office by March 1 of each year. The request must include a recommendation from the appropriate Vice President or Executive Director.

A reclassification committee shall be appointed by the Executive Director, Human Resources to review all requests for reclassification and make a recommendation to the President.

The appropriate Vice President or Executive Director may also initiate the request for reclassification on behalf of the Association member.

3. The Association member shall be notified of the College's decision on the reclassification in writing within five (5) working days of the June Board of Trustees meeting immediately succeeding the March 1 application deadline. All reclassifications are effective July 1 immediately succeeding the March 1 application deadline.

4. The decision of the President regarding reclassification cannot be grieved under the provisions of the Grievance Clause of this Agreement (Article XI).

5. Upon reclassification, the Association member will receive the minimum salary at the next level. In the event that the Association member's salary is already at the minimum for the next level, the Association member shall receive the following reclassification adjustment, which shall be added to his or her base salary:

Level	Reclassification Adjustment
All	\$1,500

If the Association member receives less than the reclassification adjustment after receiving the adjustment to the minimum salary at the next level, they shall receive the adjustment to minimum at the next level plus the difference between the reclassification adjustment and the adjustment to minimum.

6. If at any point during the application process the reclassification committee feels the Association member would be better served by a promotion, the Association member shall be contacted and, upon mutual agreement, the Association member's application packet will be considered for promotion.

D. Promotions

1. Association Members will not automatically be moved into the next rank when the requirements for that rank are satisfied. Movement from one rank to another is by promotion only and all promotions shall be made in accordance with personnel policies established by the Board of Trustees. The College shall pay one thousand six hundred and fifty dollars (\$1,650) increase in salary to Association members who are awarded a promotion by the Board of Trustees.

2. Criteria for Promotion

The qualities to be considered in evaluating members of the unit for promotion are:

- i. Job Effectiveness
- ii. Contributions to the Department
- iii. Contributions to the College
- iv. Contributions to the Community
- v. Scholarly/Educational Achievement and Professional Growth-if applicable

- vi. Administrative/Supervisory Effectiveness- if applicable
3. Application Procedure
- i. The initial responsibility for applying for requesting advancement in rank rests with the individual association member.
 - ii. Requests for advancement in rank must be accompanied by documentation that the Association Member meets the requirements of the next rank and that the applicant fulfills the criteria for promotion. This can be submitted in the form of a written letter from the Association member seeking consideration for advancement.
 - iii. Requests for promotion shall be submitted to the Human Resources Office 30 days prior to the next board meeting. If there are no promotions to be given for a particular year, no requests will be accepted. The President will notify Association members by February 1 if no promotions are available for the following contract year. Recommendations will be taken to the Board of Trustees at the next scheduled meeting. Notification to Association members will be postmarked within five (5) business days following the respective Board of Trustees meeting.

E. Stipends

If an association member's duties and scope of responsibilities are temporarily changed, so that they assume additional responsibilities not specified in their original job description, the Association member will be paid a stipend of \$1,500 for up to one (1) year of said additional duties. After one (1) year, if the duties are continued by the Association member, the \$1,500 will be added to their base salary starting the next fiscal year.

ARTICLE VIII

EMPLOYEE DEVELOPMENT

A. Tuition Reimbursement

The Board of Trustees shall authorize payment to unit members for graduate study.

Payment shall be made subject to the following conditions:

1. Courses must be submitted at least ten (10) days prior to matriculation in such course(s) and are subject to approval by the President or his/her designee.
2. Reimbursement will be made on a per credit basis at a rate not to exceed the Rutgers graduate rate and will be contingent upon the successful completion of course work with a grade "C" or better for undergraduate courses, and "B" or better for graduate level courses.
3. Unit members shall be eligible for reimbursement up to 12 credit hours per fiscal year (July 1- June 30)
4. Nothing herein precludes approval by the President or his/her designee of beneficial undergraduate courses.
5. Unit members must remain employed for two (2) years following the most recent reimbursement to qualify for 100% tuition reimbursement. If separation occurs within one (1) year, the unit member shall reimburse 100% of the tuition reimbursement to the College; if separation occurs within two (2) years, the unit member shall reimburse 50% of the tuition reimbursement to the College. In the event the College initiates a severance of employment and/or the unit member is unable to resume employment due to death or disability, the unit member shall be exempt from all obligations to reimburse the College resulting from the above provisions.

B. Educational Attainment Award

The Board of Trustees encourages its employees to pursue educational opportunities for professional growth and potential advancement. To recognize the achievement of those who attain additional degrees, the Board will provide a one-time base salary adjustment per degree prorated and effective upon presentation of each attained degree to the HR office while an employee of the College. It is the responsibility of the employee to provide

documentation of the conferred degree.

The following incentives are offered:

Associate Degree - \$500 to base salary

Bachelor's Degree - \$750 to base salary

Master's Degree - \$1,000 to base salary

Doctoral Degree - \$2,000 to base salary

ARTICLE IX

ASSOCIATION MEMBER EVALUATION

Every FACE Association member shall be evaluated at least once each year by their immediate supervisor. This formal evaluation process shall be designed to assist the Association member to improve his or her performance and shall be based on the responsibilities and duties of the Association member as identified in the appropriate job description. The final results of the evaluation process shall be reviewed with the Association member in a conference. If the association member so desires, he or she may respond to the evaluation in writing. The original evaluation, as well as the response, will be maintained in the supervisor's office.

A portion of the evaluation process may include a self-evaluation which requires the Association member to express his or her goals and objectives for a semester or year in writing in advance and, based on these, to summarize the achievements at the end of the stated period of time.

ARTICLE X

REDUCTION IN PROFESSIONAL STAFF

In the event that a reduction in staff becomes necessary, the order of dismissal of Association members shall be on the basis of reverse seniority with regard to the number of years employed by the College.

The College will comply with all reduction in force requirements contained in the current New Jersey Administrative Code provisions pertaining to County Colleges.

ARTICLE XI

INDIVIDUAL ANNUAL CONTRACTS

Individual annual contracts stipulating title, salary and salary payment schedules will be given in writing and postmarked within ten (10) business days following the March Board of Trustees meeting.

When the Board of Trustees does not intend to reappoint an Association member, notice of non-reappointment will be given in writing and postmarked within ten (10) business days following the February Board of Trustees meeting for all Association members. This does not include notice to grant-funded individuals. They can be noticed at any time during the academic year and their individual annual contract controls.

Bumping rights do not apply to grant-funded individuals.

Said contracts are to be signed by the Association member and returned to the Human Resources Office no later than April 15th.

ARTICLE XII
GRIEVANCE PROCEDURE

A. Purpose

A grievance procedure is established to provide an orderly and sequential process whereby Association members are able to grieve the interpretation, application, or violation of those policies, procedures, agreements or administrative decisions which affect the terms and conditions of employment.

B. Definitions

1. College, Board, or Employer: Rowan College of South Jersey Board of Trustees and its authorized representatives.
2. Employee: Any individual in the bargaining Association recognized in Article I.
3. Complaint: An informal charge alleging a violation, misinterpretation, or misapplication of one or more terms of this agreement. A complaint may, but need not, constitute a grievance. A complaint may be processed through the grievance procedure in Step I.
4. Grievance: A formal charge alleging a violation, misinterpretation, or misapplication as defined in "A" above.
5. Immediate Supervisor: The person to whom a grieved employee is directly responsible under the table of organization prevailing at the College.
6. Association: FACE Association of Rowan College of South Jersey.
7. Working Day(s): Any day that the College is in session during the fall, winter, spring or summer terms or intersession. Excluded are official College holidays, vacation days and weekends.
8. Grievant: Person filing a complaint or grievance.

C. Exclusions

The grievance procedure shall not apply to the following:

1. Failure or refusal of the Board to renew the contract of an employee not under tenure.
2. Decisions of the president in exercising discretion concerning a request for any leave.
3. Decision of the President regarding position reclassification and promotion.
4. Any other matter herein expressly made non-grievable.

D. Procedures

1. Discussion with Supervisor - Step I

- i. The complaint shall be discussed with the Supervisor within five (5) working days after the occurrence or knowledge of the occurrence.
- ii. If the person presenting the complaint is dissatisfied with the decision of the immediate supervisor, the employee has five (5) working days in which to present the complaint in writing to the supervisor requesting an informal meeting. Failure to act in presenting the written complaint and requesting the meeting within five (5) working days shall be deemed to constitute abandonment of the complaint.

2. Informal Meeting - Step II

After receipt of the complaint in writing, the supervisor must call a meeting to discuss the complaint within ten (10) working days. Those present at the meeting shall be:

- i. Employee filing the complaint
- ii. Immediate supervisor
- iii. Senior Staff member (other than immediate supervisor)
- iv. Association representative
- v. Executive Director, Human Resources

The College shall select an appropriate representative who shall chair the grievance meeting. This representative shall not be the person whom the grieved Association member has charged with an alleged violation.

The immediate supervisor has five (5) working days to respond in writing to the complaint after the close of the informal meeting.

If the employee (Grievant) is dissatisfied with the decision after the informal meeting, they have five (5) working days to file an appeal and begin the formal grievance process. This appeal should be in writing to the President.

3. President - Step III

If the aggrieved person(s) is not satisfied with the disposition of his grievance at Step II or if no decision has been rendered within five (5) working days of the close of the hearing, the aggrieved person(s) may file a grievance in writing with the President of the College within five (5) working days after the decision at Step II. The President shall render a decision within ten (10) working days of his receipt of the grievance.

4. The Board of Trustees - Step IV

- i. If the aggrieved person(s) is not satisfied with the disposition of his grievance at Step III or if no decision has been rendered by the President within ten (10) working days of his receipt of the grievance, the aggrieved person(s) may file a grievance in writing with the Secretary of the Board of Trustees of the College within five (5) working days after the decision at Step III. The appeal will be heard at the next regularly- scheduled Board meeting, provided the Board has at least five (5) working days to study the material. This means that the Trustees shall have had the material mailed to them so that it can be reasonably expected to reach them five (5) working days prior to the meeting. If this is not possible, then the hearing will be held at the next regularly scheduled Board meeting. Every reasonable effort will be made by the parties to expedite the processing of a grievance. The number of days stated shall be considered as a maximum at each step.

- ii. At the scheduled closed hearing, both the grievant and the Board may have appropriate representatives present. The grievant shall inform the Trustees of his/her representative's by name at least forty-eight (48) hours prior to the hearing.
- iii. At the conclusion of the hearing; the Board will render a decision within ten (10) working days.

5. Binding Grievance Arbitration

If the Association is not satisfied with the disposition by the Board of Trustees, or if no disposition has been made within the period provided in-Step IV, the Association may submit the grievance to arbitration within 30 working days before an impartial arbitrator. If the parties cannot agree on an arbitrator, he/she shall be selected pursuant to the rules and procedures of the Public Employees Relations Committee (PERC) whose rules shall likewise govern the arbitration proceeding. Neither the Board nor the Association shall be permitted to advance in such arbitration proceeding any grounds or rely upon any evidence not previously disclosed to the other party . No more than one substantive issue may be submitted to the arbitrator in a case unless otherwise agreed upon in writing by both parties. The arbitrator shall submit a written decision within 30 days of the hearing setting forth his/her findings of fact, reasoning and conclusions regarding the issue submitted. The arbitrator shall have no power to alter, add to, or subtract from the terms of the Agreement. Both parties agree to be bound by the decision of the arbitrator. The fees and expenses of the arbitrator shall be shared equally by the parties.

E. General Provisions

1. The number of days indicated at each step of this grievance procedures shall be considered as maximum and reasonable efforts should be made to expedite the process. Failure to adhere to the limits set forth shall be considered an abandonment of the grievance. By mutual agreement, the parties may waive the time limits at any step. Any such waiver shall be reduced to writing.

2. No consideration will be given to any document or other material to which all parties to the grievance are not afforded access with time for response.
3. A grievance may be withdrawn at any time by the aggrieved party and such withdrawal shall constitute a waiver of further action. However, if in the judgment of the Association, the grievance affects the general welfare of the Association as a whole, the grievance may be processed as a grievance of the Association.
4. Parties named in the grievance, and faculty or administrators believed to possess information pertinent to the grievance, may be invited, but not required, to present such information at any meeting provided in the steps of this procedure.
5. All grievance meetings shall be open only to participants, their authorized representatives and to persons presenting information concerned with the processing of a grievance.
6. No reprisals shall be taken against any Association member for initiating or participating in any grievance.
7. At each step of the grievance procedure, once it has been reduced to writing, a copy of every document concerned with such processing shall be transmitted to the contract administrator of the Board of Trustees and the president of the FACE Association for inclusion in the grievance files. A common file number shall be assigned by the parties to each grievance for purposes of control and record keeping.
8. All documents, communications, and records dealing with a grievance shall be filed separately from the personnel files of participants. Information concerning a participant's involvement in a grievance shall be considered privileged data and not subject to distribution or dissemination.
9. In the processing of a grievance, any party shall have the right to designate a representative to appear with them. Such representative must be identified to all parties to the grievance before any meeting in which they will participate.

10. In the event a complaint or grievance proceeds to advisory arbitration solely because of the College's failure to respond in a timely manner to the complaint or grievance at Step I, Step II, Step III and Step IV of the grievance procedure, the College shall bear the full cost of the arbitrator's fee.
11. No member of the Association shall be discharged, disciplined, reprimanded, or reduced in rank or compensation, or deprived of any professional advantage or given an adverse evaluation of their professional services without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

ARTICLE XIII
MISCELLANEOUS

- A. Copies of this Agreement shall be reproduced by the Board and distributed to all FACE Association members now employed or hereafter employed by the Board for the duration of this Agreement.
- B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, such invalidity shall not affect the remaining provisions of the Agreement and its application, which remain in full force and effect.
- C. Except as herein provided in this Agreement, nothing contained herein shall be interpreted or applied so as to eliminate, reduce or otherwise detract from any benefits existing prior to the effective date of this Agreement.
- D. This Agreement shall be subject to ratification by the members of the Association, and by members of the Board of Trustees.
- E. Notices
- Unless otherwise noted, where formal notice is required to be given, it shall be sufficient:
1. In the case of an Association member, if sent by mail to their last reported residential address registered in the Business Office;
 2. In the case of the Board, if sent by certified mail to the Board of Trustees, 1400 Tanyard Road, Sewell, NJ 08080
 3. In all other cases, if sent by campus or regular mails to the institutional office or regular business address of the person or party.
 4. Where notice is required to be given by a certain date, it shall be effective if deposited in the regular mails by midnight of the day prior to the specified date. Where notice is required to be given within a certain time period, it shall be effective if deposited in the regular mails by midnight prior to the last day of such time period.

F. Changes in Ownership or Control

The College agrees that if there is any transfer of ownership or control from the College to any other entity during the term of the Agreement, it will advise the entity of the terms and conditions of employment contained in this agreement.

ARTICLE XIV
DURATION OF AGREEMENT

This Agreement shall become effective on the 1st day of July 2023 and shall continue in effect until the 30th day of June 30, 2026.


IN WITNESS WHEREOF, The Rowan College of South Jersey FACE Association has caused the Agreement to be signed by its duly elected officers who represent that they have the authority to execute this Agreement; and the BOARD OF TRUSTEES OF Rowan College of South Jersey by its Chairman and Secretary have signed this Agreement and have caused the corporate seal to be placed hereon.

FOR THE COLLEGE:


FOR THE ASSOCIATION:




Gene Concordia, Chair (Date)
Rowan College of South Jersey Board of Trustees

 8-1-24

Michele Zakian, President (Date)
FACE Association



Len Daws, Secretary (Date)
Rowan College of South Jersey Board of Trustees

 8/1/24

Kelly Grennon, Vice President (Date)
FACE Association

