

AGREEMENT BETWEEN

THE BOARD OF TRUSTEES

OF

ROWAN COLLEGE OF SOUTH JERSEY

AND

TECHNICAL/ACADEMIC PROFESSIONAL ASSOCIATION

OF

ROWAN COLLEGE OF SOUTH JERSEY - CUMBERLAND CAMPUS

JULY 1, 2023 TO JUNE 30, 2026

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ARTICLE I- RECOGNITION

- A. The Rowan College of South Jersey Board of Trustees, hereinafter referred to as the Board, hereby recognizes the Technical/Academic Professional Association of Rowan College of South Jersey - Cumberland Campus, hereinafter referred to as the Association, as the exclusive negotiating representative as defined in N.J.S.A. 34:13A-1 et seq. (Chapter 123 Public Laws of 1974) for all full-time Association personnel employed or hereinafter employed by the Board during the term of this contract. All other personnel shall be excluded.

The unit shall include Technical Assistants and Professional personnel employed in the following categories:

Library Services Assistant
One Stop Enrollment Services Representative III
Secretary III
Technical Assistant (I, II, III, IV)
IT Support Specialist (I, II, III, IV)
Instructional Designer
Technician I, II
IT Technician (I, II)
Learning Assistant (III, IV)
Teaching Assistant (IV)

In the event anyone excluded is assigned secondary duties which may be in the included category, they shall, however, remain excluded from the negotiation unit.

ARTICLE II- NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws of 1974, in a good faith effort to reach agreement in 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.
- B. 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.
- C. Should the parties agree to an amendment of this Agreement, such amendment shall be reduced to writing, submitted to ratification procedures of the Board and the Association, and if ratified, become part of the Agreement.
- D. During negotiations, the board and the Association shall present relevant data, exchange points of view, and make proposals and counter proposals.

- E. The Board shall make available to the Association upon request a list of the names, technical 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.
- F. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of either party. The parties mutually pledge that their representatives shall be clothed with all necessary powers to make proposals, consider proposals, and make counter proposals in the course of negotiations.
- G. Except as this Agreement shall hereinafter otherwise provide all terms and conditions of employment on the effective date of this Agreement 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 this 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.
- H. Either party shall have the right to caucus at any time.
- I. 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 and both parties agree to present the article or sub-article for ratification.
- J. When in the view of either party, an impasse has been reached on any issue, that party may appeal to the PERC for services of a mediator in accordance with Chapter 12 of Rules, Regulations and Statement of Procedures of the New Jersey Public Employment Relations Commission.
- K. Negotiating sessions will be held during a mutually agreed upon time and place.
- L. When mutually determined negotiation meetings are planned during the working day, two (2) members of the Bargaining Unit will be granted release time to attend the negotiation sessions.
- M. 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 law 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 members shall have and shall be protected in the exercise of the right, freely and without penalty or reprisal, to form, join and assist the Technical/Academic Professional Association herein recognized or to refrain from such activities. Pursuant to

such rights, the Technical/Academic Professional Association shall have the right to negotiate with the Board of Trustees with respect to grievances and terms and conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any Association member's rights they 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 here-under 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. and shall be no longer than 1.5 hours. A room shall be made available to the Technical/Academic Professional 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 a representative of the administration. No charge shall be made for the Association's use of college facilities for such meetings.
- D. The Association shall have the right to post notices of its activities and matters of Association concern.
- 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 of Trustees that such activity shall not interfere with assigned responsibilities of any member of the College faculty or staff.
- F. The Association's duly authorized representatives or members employed by the Board may be permitted use of the 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. The Association may be permitted the use of the College internal mail, copying and printing systems and telephone systems.
- G. The Board and Association recognize that all employees of the College, including the Association members, are entitled to full rights of citizenship and rights to engage in all lawful activities including religious and political activities, but these activities shall in no way interfere with the obligations of the Association members to Rowan College of South Jersey.
- H. 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.

- I. At any public Board Meeting, an Association representative will be recognized, appear on the agenda and be given the opportunity to address any issue they feel is pertinent, if notice of intent is filed with the President five working days prior to the date of the meeting.
- J. Announcements of professional and technical position vacancies, new positions, and new titles, together with job descriptions, rank, association affiliation and required qualifications shall be distributed at least five days prior to publication elsewhere to all unit members through email distribution.
- K. Job Descriptions

All members of the bargaining unit shall have a current job description. If a change in the terms and conditions of employment of a unit member is proposed, or if a reduction in force is proposed, the Association shall be notified and shall have the opportunity to negotiate concerning such changes or impact in accordance with Chapter 123, Public Laws of New Jersey, 1974.

- L. Personnel Files

The official personnel file for each unit member shall be maintained in the Office of Human Resources. Unit members shall be permitted to inspect, copy from, or reproduce their individual personnel records. Annual evaluation materials shall be maintained in the division/supervisor's office with a copy in the Office of Human Resources. Each unit member shall receive a copy of all annual evaluation materials. Access to the official personnel file will be facilitated by the Executive Director, Human Resources and or designee within 24 hours. Pre-employment information including reference inquiries and search committee materials will be removed before the review. Disclosure of information as required by the Open Public Records Act (N.J.S.A. 47:1A-1), will occur as mandated by statute. Disclosure of information, as required by legal subpoena, will occur as demanded. The employee will be notified within three working days when any disclosure has taken place.

A unit member will be informed if a written criticism or complaint is placed in their personnel file.

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.

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 their position.
2. During the probationary period, a minimum of two (2) evaluations shall 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.
4. All non-healthcare related benefits and association rights remain during the probationary period.

B. Basic Work Schedule

1. The college day extends from 7:00am to 10:00pm on Monday through Friday, and Saturday from 8:00am to 4:00pm. The normal work week for Association members shall be 35 hours over a five consecutive day period, typically 8:30am to 4:30pm., Monday through Friday, excluding a one-hour lunch period daily. Association members whose job description entails working evenings or Saturdays may do so contingent upon their job description. The schedule for each unit member shall be developed by their supervisor. The college may modify the work week or establish a new work week provided it meets and confers with the association member in a reasonable time prior to implementing same. If possible, a two-week notice should be given to the Unit member. It is understood that flexibility within coverage areas may be a necessity during the member's standard work schedule, in the event of an unforeseen lapse in coverage, the Unit member's schedule may be modified and is not subject to a two-week notice period.
2. Emergency Closing

Association members who are scheduled to work but directed not to report to work due to inclement weather or another emergency situation will be credited and paid with one hour pay for each hour that they are scheduled to work. Employees who are officially dismissed early due to weather or any other situation will be paid for their entire scheduled workday.
3. Level IV unit members assigned to teach in a classroom environment or laboratory section shall teach a maximum of 15 credit hours each Fall Semester and a maximum of 15 credit hours each Spring Semester. During the summer semesters, the unit member shall teach a maximum of 9 credits throughout the entire summer. The unit member shall not be required to teach during the Winter Semester.
4. In addition to the Level IV member's teaching responsibilities, the unit member is also responsible for providing laboratory support for the remainder of the unit member's workload which shall be determined by the immediate supervisor.

C. Compensatory Time

1. Use of compensatory time will be arranged between the Association member and the appropriate supervisor. Compensation time shall be used within one year (12 months) of being earned.

D. Summer Hours for Twelve-Month Employees

1. 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. If you are unable to flex your daily schedule due to personal obligations, you will need to take the appropriate amount of vacation, personal, or compensatory time to construct a 35-hour week. Normal hours will return to campus the third week of August. All holidays will be paid as 8.75 hour compressed workdays.
2. If the college chooses to alter the summer hours for any contract year, it will notify the association to discuss a change before making a decision by March 1st, in which event the summer work hours will be revised accordingly.

E. Evening Assignments

1. The basic work assignment for unit members may include up to two (2) evenings per week during the fall and spring semesters and two (2) evenings per week during the summer sessions. Unit members whose job description entails working evenings may do so contingent to their job description. No unit member will be assigned more than a five (5) day week, and days off will be consecutive after a five (5) day week. Exceptions may be made with prior written consent of the unit member.

F. Supplemental Teaching

1. Qualified unit members who are employed to teach in a traditional classroom setting will teach no more than one overload during normal working hours and time needs to be made up. Qualified unit members who are employed to teach in a traditional classroom setting or a self-paced laboratory course where an actual grade is issued shall be paid an overload on the basis of:

2023-2024	\$925.00 per contact hour (same as Faculty rate)
2024-2025	\$950.00 per contact hour (same as Faculty rate)
2025-2026	\$975.00 per contact hour (same as Faculty rate)

a. Payment for teaching overload will be made in accordance with the College payroll schedule.

b. Prorated Compensation for Elected Supplemental Teaching

If the cancellation of an overload section is contemplated due to insufficient enrollment, and it is educationally feasible, the Vice President may offer the qualified unit members the opportunity to teach the course, possibly on a directed study basis according to the following reduced overload compensation schedule:

Students Enrolled	1	2	3	4	5	6	7	8
% of Overload Contact Hour	30%	40%	50%	60%	70%	80%	90%	100%

c. Payment for teaching overload will be made in accordance with the College payroll schedule.

d. Final decision as to the overload shall rest with the Vice President.

e. At the discretion of the Vice President, Academic Services & Provost, and in consultation with the appropriate division Dean, it may be appropriate for required program courses with low enrollment to be offered at an adjusted compensation level up to full compensation.

2. Consistent with the needs of Rowan College of South Jersey and giving consideration to the basic load deemed appropriate for effective teaching, qualified unit members will ordinarily be given due and proper consideration for credit course assignments. The policy of Rowan College of South Jersey is that adjunct faculty shall not deny qualified unit members the right to teach an overload. Final decision as to the adjunct faculty shall rest with the President and the Board of Trustees. However, faculty and technical assistant members shall be notified of overload opportunities and be given the first opportunity to fill these positions. The previous policy sets maximum load at twenty-one (21) contact hours, including overload. The Administration reserves the right to make an exception either above or below the twenty-one (21) hours in accordance with contract stipulations. The Administration shall give an explanation and justifications for its actions.

3. Distance Education/Research

a. Unit members will not have the right of first refusal for Distance Education courses. Administration has the right to select the individual to teach any Distance Education course.

4. Program Coordinators/Special Project Assistants

- a. Compensation for program coordinators/special project assistants shall be up to 4.0 contact hours per academic semester (summer, fall and spring). Upon agreement from the Administration, with proper justification, the Association member will be paid one contact hour per hour assigned for the task or project. This compensation shall be in the form of salary, release time or a combination of both at the discretion of the association member. A unit member shall be free to accept or reject a position as program coordinator or special project assistant.

5. Off-Campus Teaching Assignments

- a. Unit members may be assigned to off-campus assignments whenever it is deemed necessary by the Administration. Unit members will not be unilaterally given assignments at a Prison. Assignments at a Prison will only be given with the prior written consent of the unit member.

G. Office Hours

1. The Association members with teaching responsibilities shall maintain at least one office hour for every three (3) contact hours in load in a semester. In the event that no appointments are scheduled during any consultation period, the unit member may proceed with other work on campus, but shall be available by telephone, and return to the Association's members office for consultations. Association members teaching in load distance education courses during any semester can maintain one (1) office hour online for distance education per week for every three (3) in load distance education contact hours in a semester.
2. Association members who teach overload shall include their in-load office hours in the syllabi of their overload courses.

H. Participation in College-Wide Activities

1. Unit members shall participate in college-wide activities, including but not limited to institutional effectiveness, governance councils and search committees.

I. Safe Conditions

1. Reasonable security and protection shall be maintained to assure employees against physical harm.

2. During the life span of this contract, the college will continue to pursue classroom security upgrades.
3. Director of Security will meet annually with a designee of the association to discuss security concerns.

J. Overtime

1. Unit members whose extra duties, responsibilities or assignments cause them to work more than 35 hours per week shall be paid as follows. All work performed in excess of thirty-five (35) hours and up to forty (40) hours in the standard work week shall be paid at the regular straight time rate. An employee may elect to earn employee compensatory time in lieu of payment for these straight time hours. Compensation time may be earned and used with the coordination and approval of their supervisor. Compensatory time must be used within 12 months from the date earned.
2. An employee shall receive a total of one and one half (1.5) times their normal hourly compensation for every hour of work performed in excess of forty (40) hours per week or performed on days other the employees assigned work week.
3. Unit members that work on a college holiday as defined in Article VI of the contract at the request of the immediate supervisor will be paid at one and one-half rate plus holiday pay.
4. This compensation shall not apply to any other work assignments where another rate of pay applies (i.e., overload, adjunct continuing education, coordinator responsibilities, coaching, and other special assignments which have specific special pay rates) and the unit member has the right to accept or refuse the assignment.

K. Policies and Procedures

An electronic copy of the Policies and Procedures Manual and all related attachments will be available on the college's web site. The administration shall notify association members by email when a change is made within ten (10) days of the changes.

L. Unit Work Level

Unit shall include Technical/Academic Professionals employed in the following categories:

Level	Title
4	Library Services Assistant One Stop Enrollment Services Representative III Secretary III Technical Assistant I Technician I IT Technician I IT Support Specialist I
5	Technical Assistant II IT Support Specialist II Technician II IT Technician II Instructional Designer
6	Learning Assistant III Technical Assistant III IT Support Specialist III
7	Learning Assistant IV Technical Assistant IV IT Support Specialist IV Teaching Assistant IV

M. Graduation

1. Unit members may participate in commencement exercises. Academic regalia will be provided by the College.

ARTICLE VI – BENEFITS

A. Sick Leave

1. Sick leave shall be provided in accordance with the applicable statutes and its implementing regulations.
2. An Association member who is absent from duty because of illness is allowed sick time each year on the following basis:
 - a. Employees shall receive fifteen (15) days sick leave per year.

- b. Sick leave will be credited to the employee on July 1st of each year of the contract and will be accumulative.
 - c. Sick leave will be credited to the employee on a prorated basis from the time of employment for those starting other than the start of the college fiscal year.
 - d. All association members will continue to accrue and accumulate unused sick leave without limit.
3. Although sick leave may not be credited during a leave of absence, unit members do not lose accumulated sick leave while on leave of absence.
4. Sick Payout
 - a. 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
 - b. 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.

5. Donated Leave Program.

- a. Employees may participate in a Donated Leave Program. The terms and conditions of said program shall be equivalent to the existing policy established by the College.

B. Bereavement

- 1. 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 legal domestic partnership, father, mother, children, spouse, domestic partner, siblings, grandparents, parents-in-law, grandchildren, and members of the family living in the same household with the unit member. Proof of relationship may be required. In case of unique personal relationships, a unit member may request a maximum of three (3) days bereavement leave time.

C. Personal Leave

- 1. A maximum of five (5) personal days will be granted per year. A form must be completed and approved by the appropriate division chair or supervisor. In the event of an unforeseen emergency, personal leave may be granted without prior approval. In the event of an unforeseen emergency, the Association member is responsible for contacting their immediate supervisor or Dean who will then arrange coverage.

D. Jury Duty

- 1. Employees who are required to be absent from work to serve on jury duty shall be paid their regular straight time daily pay.

E. Leave of Absence

1. Advanced Study

- a. 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 unit member upon application for the purposes of advanced study if, in the opinion of the President and the Board of Trustees, 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 Leave Agreements.

2. Military Leave

- a. All provisions of the State and Federal Leave detailing military service and training in the armed forces of the United States shall apply.

3. Maternity Leave

- a. Maternity leave shall be provided in accordance with the applicable statutes and its implementing regulations.

4. Family and Medical Leave

- a. Family and Medical Leave shall be provided in accordance with the applicable statutes and its implementing regulations.
- b. All provisions of the Family Leave Act (N.J.S.A. 34:11B-1 et seq.) and the Federal Family and Medical Leave Act (29 U.S. Code Sec. 601) shall apply to unit members.

5. Less than 12 Month Employees

- a. For unit members employed for less than 12 months, vacation, sick, personal time and salary will be prorated accordingly.

6. Other Leave

- a. An Association member may apply for up to six months' leave without pay for personal reasons. Applications for Personal Leave shall be made to the President and granted by the Board of Trustees.
- b. 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.
- c. Application for leave shall state the reason(s) for leave. Denial of a leave request for leave shall not be subject to the grievance Procedure of the Agreement.

F. Insurance Programs

1. Health and Prescription Drug Insurance Benefits

- a. Under the New Jersey State Health Benefits Program, all current employees who have completed their Health and Prescription Drug Insurance Benefits probationary period will be eligible to enroll into the provider plan of their choice at their 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 State Law (P.L. 2011, Chapter 78 (SEHBP)). The contribution shall remain in effect until a successor agreement is ratified by the parties.

2. Dental Insurance

- a. The Board shall provide to the unit members, and eligible dependents, a three-level dental plan from Horizon Blue Cross and Blue Shield of NJ or a plan equivalent to the aforementioned plan. Unit 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. Health Reimbursement Arrangement (HRA)

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

July 1, 2023: \$350

July 1, 2024: \$350

July 1, 2025: \$350

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

4. Health Services

- a. Any healthcare examinations, and immunizations required by the Board shall be done at the expense of the Board.

5. Disability Coverage

- a. The parties agree that the College will enroll Association members in the State of New Jersey Temporary Disability Plan.
- b. The parties agree to pay its statutory contribution through payroll deduction and the College agrees to pay its employer contribution on behalf of the employee.

6. Retiree Coverage

- a. Retirees are eligible for benefits afforded by the state retirement plan. The terms of the state pension plans will apply.

G. Tuition Waiver

1. Subject to meeting entrance requirements, each unit member, their spouse, children, and legal dependents 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.
2. 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. A tuition waiver shall apply to all remedial courses. Remedial courses shall be exempt from the minimum GPA set forth below.

<u>Credits Attempted</u>	<u>Minimum GPA Required</u>
12-24 credit	1.5
25-66+	2.0

3. 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 or more courses. Each participant who is placed in warning status shall receive an email sent to their RCSJ email account explaining their 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, they 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.

4. 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.

H. Mini-Grant Fund

1. Subject to the availability of funds as determined by the Board, there shall be established an annual Mini-Grant Fund of two thousand (\$2,000) to fund the development of specific innovative projects by the unit members throughout the year. The maximum grant to a unit member for a single project shall be one thousand dollars (\$1,000). The processing of grant proposals shall be done by the Professional Development Council to the President. The decision of the President is final and not subject to the Grievance Procedure of the Agreement.

I. Vacation Leave

1. Each employee in the unit covered by this Agreement shall be entitled to the following vacation pay at the annual rate of pay such employees are receiving at the time such vacation is actually taken (length of service for the purpose of determining vacation is calculated from the date of appointment):
 - a. One (1) through five (5) years of service - thirteen (13) vacation days per year.
 - b. Six (6) through ten (10) years of service - sixteen (16) vacation days per year.
 - c. Eleven (11) or more years of service – twenty (20) vacation days per year.
2. A maximum of one year's allowance of vacation days may be carried forward from year to year. Any deviation in accrual rate from a twelve (12) month contract would apply.
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 the first option).

J. Paid Holidays and Paid Days Off

1. 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 to use in accordance with section c. iii. of this clause. Paid days off will be provided in accordance with section b. i. of this clause.
 - a. Holidays-
 - i. Independence Day – Holiday
 - ii. Labor Day – Holiday
 - iii. Thanksgiving Day – Holiday
 - iv. Day after Thanksgiving – Holiday
 - v. Christmas Day – December 25 – Holiday

- vi. New Year's Day - January 1 – Holiday
- vii. Martin Luther King's Birthday – Holiday
- viii. Spring Break – Thursday – Holiday
- ix. Spring Break – Friday – Holiday
- x. Good Friday – Holiday
- xi. Memorial Day – Holiday
- xii. Juneteenth - June 19th – Holiday

b. 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.

c. Any holiday that falls on a weekend and a day other than a normal workday will be observed on a day as scheduled by the College as defined below:

- i. If a holiday falls on a Saturday, it will be observed on the preceding Friday.
- ii. If a holiday falls on a Sunday, it will be observed on the subsequent Monday.
- iii. 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.

K. Development Days

Association members will be required to attend two (2) days for development within the contract year. All labs and offices may be closed to students during development days in order to allow unit members to attend development day workshops.

L. Prep Time

- 1. For those members of the Technical/Academic Professional Association who have instructional student contact (i.e., individualized instruction or lab presentations) that may warrant preparation time, the following guidelines have been established:
 - a. It is the responsibility of the Technical/Academic Professional to meet with their immediate supervisor to request and justify prep time. A schedule for this prep time will be mutually agreed upon. For Technical/Academic Professional working in labs with students, Prep Time will be scheduled at times other than when the students are present in that particular lab.

- b. Approval of Prep Time will normally be considered for instructional responsibilities such as those requiring self-training on new instructional software; exploring new instructional materials for possible adoption; ongoing individualized or group instruction; planning and development of special lab activities or required workshops; developing and/or revising syllabi.
- c. Under no circumstances will Prep Time be approved for normal day-to-day job responsibilities except as defined in section L.1.b. above.
- d. Prep Time would be scheduled on a weekly basis in blocks of time no less than sixty (60) minutes according to the following scale:

Instructional Contact Hours	Prep Hours
29-35	5
22-28	4
15-21	3
8-14	2
2-7	1

- e. Prep Time must be completed on campus.
- f. All requests for Prep Time must be requested and approved on the appropriate form.
- g. Final approval of any Prep Time lies with the appropriate Dean.

M. Travel for Conferences, Professional Meetings

- 1. As the budget permits, travel funds will be allocated to be used for attendance at job related conferences, trainings, assignments, and meetings. College travel policy provisions apply.

ARTICLE VII - SALARY

A. Salary Ranges

- 1. The following salary ranges shall apply to all members of the Technical/Academic Professional Association as of July 1, 2023:

Level	Title	Minimum	Maximum
4	Technician I Technical Assistant I Library Services Assistant	\$34,502	No Maximum

	One Stop Enrollment Services Representative III IT Support Specialist I IT Technician I Secretary III		
5	Technician II Technical Assistant II IT Technician II IT Support Specialist II Instructional Designer	\$38,972	No Maximum
6	Technical Assistant III Learning Assistant III IT Support Specialist III	\$43,377	No Maximum
7	Technical Assistant IV IT Support Specialist IV Teaching Assistant IV Learning Assistant IV	\$47,713	No Maximum

2. Unit members may be employed at a salary higher than the minimum salary for a rank 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 rank for which their academic and experience credits make them eligible. The President may recommend employment at any rank or below the level of the noted qualifications.
4. The Board of Trustees may appoint any professional staff member in any rank and at any salary on the recommendation of the President.

B. Salary Increases

The salary increases for July 1, 2023 shall be 3.50%

The salary increases for July 1, 2024 shall be 3.50%

The salary increases for July 1, 2025 shall be 3.50%

1. In the event a unit member has not reached the minimum for their level after the July 1st increase, the salary will be adjusted to the minimum.
2. All increases in salary are awarded by the Board of Trustees upon the recommendation of the President (N.J.S.A. 18:29-14).

3. The retroactive salary increase will only apply to unit members who are currently employed by the college as of June 30, 2023, at the time the contract is fully executed by all parties hereto.

C. In-Level Promotions

1. In-Level Promotions Process

- a. Association members desiring to be considered for an in-level promotion shall make application via one of the following methods: (submitting items from article i and/or ii (Both may be submitted together) or iii:
 - i. Communication with their immediate supervisor requesting a letter of recommendation for an in-level promotion to be forwarded to the Union Committee for consideration.
 - ii. Submission of an application to the Promotions Committee.
 - iii. Recommendation for an in-level promotion may also emanate directly from the President.

Applications must be submitted to the Promotions Committee by May 1st and/or November 1st to be considered for a promotion.

2. In-Level Promotions Committee

On or before April 30th of each year, a joint in-level promotions Committee shall be formed. The Committee shall be comprised of the Union committee (Union President and Vice President or their designees) and the President or another designee of another NJEA unit, and a college representative appointed by the College.

- a. The committee members shall serve for a term of one year.
- b. The Committee shall hold an organizational meeting on or before April 30th of each year. The Union President serves as the chairperson and will review the In-Level Promotions Rubric, consisting of the "Criteria for In-level promotions" guidelines set forth below.
- c. The Committee will then hold meetings during the month of May and November for the purpose of evaluating previously submitted applications for in-level promotions, provided that one or more applications have been submitted.
- d. The Committee shall conduct a simple vote for approval of an in-level promotion. The approval is by a majority of the votes cast during the voting session.

- e. Following completion of the application review process, the In-Level Promotions Committee chair shall prepare a report consisting of the committee's recommendations and submit it to the College (Executive Director of Human Resources).
 - f. Following receipt of the In-Level Promotion's Committee chair's report, the College President shall transmit the report as well as their recommendations regarding candidates for in-level promotions to the Board of Trustees on or before the next scheduled Board meeting.
3. In-Level Promotions are Effective July 1st or January 1st after the approval of an application for promotion by the committee.

4. Criteria for In-Level Promotions

The qualities to be considered in evaluating members of the unit for in-level promotions are:

- a. Job Effectiveness
 - b. Contributions to the Department
 - c. Contributions to the College
 - d. Contributions to the Community
 - e. Scholarly/Educational Achievement and Professional Growth - if applicable
 - f. Administrative/Supervisory Effectiveness - if applicable
5. Compensation:
- a. In-Level Promotion salary adjustment of \$1,675 added to base salary per increase.
 - b. For further clarification:
 - i. It is required to have a minimum of two years on-the-job experience or the equivalent (equivalenting) in the current position in the applicable unit to qualify to apply for the in-level promotion's increase in salary.
 - ii. The Board of Trustees, upon recommendation of the President, may grant recognition to any unit member who has made distinguished contributions to the College. Based upon these contributions, level guidelines may be waived by the Board of Trustees.
 - iii. A candidate will not automatically be awarded an in-level promotion when the guidelines for that promotion are satisfied.

ARTICLE VIII - PROFESSIONAL DEVELOPMENT

A. Tuition Reimbursement

The Board of Trustees shall authorize payment to unit members for graduate and undergraduate study. Payment shall be made subject to the following conditions:

The Technical/Academic Professionals Association of RCSJ – Cumberland Campus would agree to follow RCSJ Board Policy and Administrative Procedure: 7113 Tuition Reimbursement and Waivers

B. Administrative Procedure: 7113

TUITION REIMBURSEMENT AND WAIVERS FOR EMPLOYEES

In accordance with Board policy, the following procedures have been adopted to ensure the efficient processing of tuition reimbursement and waiver. Please note the IRS guidance listed below.

Tuition Reimbursement and Repayment Criteria

Reimbursement

1. Full-time faculty/staff are eligible to apply for undergraduate or postgraduate study reimbursement.
2. In all cases, tuition reimbursement is applicable to tuition only. All student fees, course or laboratory fees, or other educational expenses are the full responsibility of the full-time faculty/staff.
3. Full-time faculty/staff may not enroll in courses that interfere with his/her regular work schedule without approval from the President, or his/her designee.
4. All required approvals must be obtained from the President, or his/her designee, prior to course registration. The Tuition Reimbursement Form may be obtained from Human Resources (HR).
5. Upon completion of the course, the Tuition Reimbursement Form, along with a bill, copy of a cancelled check, money order, or credit card statement, information indicating proof of the course start date and final course grade must be submitted to the HR department for review and approval before submission to the Financial Services department for payment. The refund will be reduced by any grants/scholarships received from Financial Aid.
6. The tuition reimbursement documentation for payment must be submitted within the fiscal year when the courses were taken.
7. Full-time faculty/staff may not be reimbursed for taking the identical class(es) for their undergraduate or postgraduate studies.

8. Full-time faculty/staff who have made deferred payment option arrangements with the college/university they are attending, will need to submit a check request addressed to the school they are attending along with a student bill that details the tuition amount owed. An employee must submit the approved Tuition Reimbursement Form and final grade along with the check request to HR. Payment will be processed by Financial Services upon HR review and approval of the submitted information.
9. Full-time faculty/staff are eligible for undergraduate study reimbursement at other institutions up to the prevailing Rutgers College (New Brunswick Campus- School of Arts & Sciences) rates on a per credit basis for up to twelve (12) successfully completed credit hours per fiscal year (July 1 to June 30).
10. Full-time faculty/staff are eligible for postgraduate study reimbursement at other institutions up to the prevailing Rutgers University (New Brunswick Graduate School of Education) rates on a per credit basis for up to twelve (12) successfully completed credit hours per fiscal year (July 1 to June 30).
11. Reimbursement for undergraduate courses is contingent on achievement of a grade "C" or better and for postgraduate courses, a grade "B" or better.
12. All undergraduate and postgraduate courses are subject to approval by the President, or his/her designee.

Repayment Criteria

As the policy states, "Full-time faculty/staff participating in the tuition reimbursement program must agree to remain continuously employed full-time with the College for a period of two (2) years following the conferring of the degree or as of the most recent tuition reimbursement check, whichever comes first". From time of reimbursement for class.

However, if termination of employment is at no fault of the Association member, i.e., elimination of a position due to reorganization or layoffs due to budgetary constraints, from time of the Association member will not be responsible for paying back the remaining advance balance that would otherwise be due.

In the event a full-time faculty/staff member leaves voluntarily or is terminated for just cause prior to completing the two (2) full years of continuous full-time employment, the required repayment procedure is follows:

- 100% of the tuition reimbursement from the previous two (2) years must be repaid to the College, if separation occurs within (1) one year;
- 50% of the tuition reimbursement from the previous two (2) years must be repaid to the College, if separation occurs more than (1) one year, but less than two (2) years;
- 0% of the tuition reimbursement is due to the College, if separation occurs two (2) full years or more from the last tuition reimbursement date.

At the time of separation, the HR department will confirm the amount owed to the College with the employee.

The Financial Services Department will send the employee the repayment schedule. Repayment is interest free and follows a flexible payout schedule that can have a maximum of sixty (60) equal monthly payments. Monthly payments will start sixty (60) days after separating from the College.

Former full-time faculty/staff that do not honor the repayment agreement will be subject to the following action for missed payments or defaults:

- If the monthly payment is late or missed, the former full-time faculty/staff will receive a late notice (*First Notice*);
- If two (2) consecutive monthly payments are not made and there is no response to the *First Notice*, a second letter (*Second Notice*) will be sent warning the former full-time faculty/staff that the account will be forwarded to an outside agency in thirty (30) days, if the account is not made current;
- If there is no response from the former full-time faculty/staff to the *Second Notice* within thirty (30) days, delinquent accounts will be placed with the College's third-party collection agency.

The College reserves the right as provided in the "payment contract" to pursue all legal and equitable means at its disposal to collect any balance due including the cost of litigation and reasonable attorney fees.

IMPORTANT IRS GUIDANCE

In order for tuition reimbursement to be exempt from tax, the education must meet at least one of the following tests:

- The education is required by the employer or by law for the employee to keep his/her present salary, status, or job; or
- The education maintains or improves skills needed in the job.

However, even if the education meets one or both of the above tests, it isn't qualifying education if it:

- Is needed to meet the minimum educational requirements of the employee's present trade or business; or
- Is part of a program of study that will qualify the employee for a new trade or business.

As of 2016, any tuition reimbursement above \$5250 is considered a fringe benefit and must therefore be claimed on the employee's W-2.

Note: The College will not be responsible for providing additional IRS guidance. Each employee is responsible for the impact of tuition reimbursement on his/her own taxes and should consult with a tax professional.

C. 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. Such amounts will be added to the base salary, to take effect the next pay period after the documentation of degree conferral is provided.

The following incentives are offered:

Associate Degree - \$500 to base salary

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

Master's Degree - \$1,500 to base salary

Doctoral Degrees - \$2,000 to base salary

D. Other Study

1. Upon application to the President, the Board may approve an honorarium of up to \$2,000 per unit member for additional studies. The application shall contain the purpose to the individual's Professional Development plan, and a timetable for performing the activities. During the life of this contract, the Board shall allocate \$2,000 per year.

ARTICLE IX - EVALUATION PROCEDURES

The evaluation procedure is intended to support and encourage career development. It is part of an ongoing process of continuing communication, support and monitoring. The centerpiece of the procedure is an annual performance appraisal of each Association member which is directly tied to the principal accountabilities in the job description.

A. Performance Appraisal Procedure

All newly hired personnel covered by this agreement shall have an evaluation period of six months, commencing on the first day of employment, to determine whether the duties of his or her position are being satisfactorily performed.

The annual performance appraisal period is from January 1 to December 31 of the following year. The performance appraisal form is to be used for the process.

Administrative Procedure: 7411 EMPLOYMENT PRACTICES (RECRUITMENT THROUGH POST-EMPLOYMENT) The procedure is on Page 7 of 13, section IV.

ARTICLE X - REDUCTION IN TECHNICAL STAFF

A. Reduction In Force

1. A reduction in force may be used by the College when it becomes necessary to reduce the number of employees of the College due to a fiscal crisis, a natural diminution in the number of students in a program or at the institution or a reduction of programs. Upon the Board's determining the areas that may be affected by the layoff, it shall give notice to all individuals subject to the proposed layoff two weeks before the formal Board action on said layoffs. After formal board action on said layoff, the Board of Trustees shall notify each employee who is to be laid off of such fact ninety (90) days before the date of layoff.
2. In the event that reduction in staff becomes necessary, the order of dismissal shall be on the basis of reverse seniority of full-time service within the identified college unit for reduction with regard to the number of years employed by the College subject to an employee possessing the requisite certifications or other qualifications needed for the position available due to the reduction in staff.

ARTICLE XI – 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. All grant-funded individuals are employed by the terms and conditions specified in their individual contracts established in conjunction with the College and funding agency.

Said contracts are to be signed and returned to the Board of Trustees no later than April 15th through the HR department.

A college-funded unit member will not be arbitrarily transferred into a grant-funded position without prior approval of the employee.

ARTICLE XII - GRIEVANCE PROCEDURE

A. Purpose

1. A grievance procedure is established to provide an orderly and sequential process whereby employees 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 unit 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: Technical/Academic Professional Association of Rowan College of South Jersey - Cumberland Campus.
7. Designated Administrator: In terms of this contract, the term shall refer to the appropriate Dean or Senior Staff member who shall chair the grievance meeting. This representative member shall not be the person whom the grieved unit member has charged with the alleged violation.
8. Working Day(s): Any day that the College is open. Excluded are official College holidays and weekends.
9. Grievant: Person filing 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 his discretion concerning a request for any leave.
3. Any matter herein expressly made non-grievable.

D. Procedures - Informal - Step I

1. A complaint shall be presented informally within fifteen (15) working days of the occurrence complained of, or within fifteen (15) working days after its occurrence could reasonably have been expected to be known by the person presenting the complaint. Failure to act in presenting the complaint within the fifteen (15) working day period shall be deemed to constitute an abandonment of the complaint.
2. The complaint shall be presented by the employee to his or her immediate supervisor. This complaint shall be in writing.
3. After receipt of the complaint, the immediate supervisor shall convene an informal hearing within five (5) working days.
4. People present at the hearing shall be the following:
 - a. Person filing the complaint (grievant);
 - b. Association representatives (President and/or grievance officer);
 - c. Immediate supervisor.
 - d. College representative (contract administrator).
5. The purpose of this hearing is to settle the complaint in an informal manner between the parties.
6. The immediate supervisor has up to five (5) working days to respond to the complaint after the close of the informal hearing. The decision may be rendered immediately upon the close of the hearing.
7. If the person presenting the complaint is dissatisfied with the decision of the immediate supervisor, he/she has five (5) working days to file an appeal and begin the Formal Process. The Formal Appeal will be made to the appropriate Dean or Senior Staff member. This appeal shall be in writing.

E. Procedures - Formal - Step II Vice President

1. Upon the receipt of the grievance appeal, the Vice President shall convene a hearing within five (5) working days.
2. People present at the hearing shall be:
 - a. Person filing the grievance (grievant).
 - b. Association representative.
 - c. Immediate supervisor.
 - d. Board representatives.
3. After the close of the hearing, the Vice President shall render a decision within five (5) working days.
4. Upon receipt of the decision, the grievant has five (5) working days to file an appeal with the President.

F. President - Step III

1. If the aggrieved person(s) is not satisfied with the disposition of his or her 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 the 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 or her receipt of the grievance.

G. The Board of Trustees - Step IV

1. The appeal will be heard, in closed session, 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 Board 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.
2. At the scheduled closed hearing, both the grievant and the Board may have appropriate representatives present. The grievant shall inform the Board of his/her representatives by name at least forty-eight (48) hours prior to the hearing.

3. At the conclusion of the hearing, the Board will render a decision within ten (10) working days.

H. Binding Grievance Arbitration - Step V

1. The grievant may request submission of the grievance to an impartial arbitrator within thirty (30) working days after a written and dated decision is received by the Technical/Academic Professional's member from the President. The arbitrator shall be selected by the New Jersey Public Employment Relations Commission in accordance with its Rules and Procedures. The arbitrator shall not have the authority to alter, change or otherwise affect the terms of this Agreement and shall address his/her judgment solely to the grievance presented. The decision by the arbitrator, including awards, shall be final and binding upon both parties. The costs of the arbitrator shall be borne equally by the Association and Board.

I. 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 unit as a whole, the grievance may be processed as a grievance of the Association.
4. Parties named in the grievance or unit 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 before any meeting concerned with the processing of a grievance.
6. No reprisals shall be taken against any unit member for initiating or participating in any grievance. No member of the unit 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.

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 Technical/Academic Professional 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 are to participate.

ARTICLE XIII – MISCELLANEOUS

- A. This Agreement shall be subject to ratification by the members of the Association and by the Board of Trustees.
- B. Copies of this Agreement shall be provided to the association member by its Officers. An electronic copy will also be available online at the College's webpage.
- C. If any provisions 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.

D. 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 this Agreement, it will advise the entity of advantages of dealing with the Association and will exercise its best efforts to convince the entity to accept the terms and conditions of employment contained in this agreement.

E. Notice

Unless otherwise noted, where formal notice is required to be given, it shall be sufficient:

1. in the case of a unit member, if sent by mail to the last reported residential address registered in the Office of Human Resources.

2. in the case of the Board, if sent by certified mail to Board of Trustees, Rowan College of South Jersey 1400 Tanyard Road, Sewell, New Jersey 08080; and,
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.

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.

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, 2026.

IN WITNESS WHEREOF, the TECHNICAL/ACADEMIC PROFESSIONAL ASSOCIATION OF ROWAN COLLEGE OF SOUTH JERSEY- CUMBERLAND CAMPUS has caused this 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 place here on.

ROWAN COLLEGE OF SOUTH JERSEY

**TECHNICAL/ACADEMIC PROFESSIONAL
ASSOCIATION OF ROWAN COLLEGE OF SOUTH
JERSEY - CUMBERLAND CAMPUS**



Chair, Board of Trustees



President, Technical/Academic Professional Association



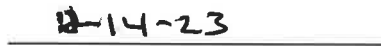
Secretary, Board of Trustees



Secretary, Technical/Academic Professional Association



Date



Date