

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

and

The Rowan College of South Jersey  
**Education Association Support Staff Group**  
**(Regular Part-Time Employees)**  
which is affiliated with the  
New Jersey Education Association

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**2023-2026**

Effective July 1, 2023

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## **AGREEMENT**

Between the Board of Trustees of Rowan College of South Jersey, operating under the provision of Public Laws of 1974, Chapter 123 of the State of New Jersey

and

Rowan College of South Jersey Education Association Support Staff Association (Representing Regular Part-Time Employees) affiliated with the New Jersey Education Association.

This Agreement entered into this July 1, 2023 by and between the Board of Trustees of Rowan College of South Jersey, hereinafter called the Board, and the Rowan College of South Jersey Education Association Support Staff Association (representing Regular Part-Time Employees), hereinafter called the Part-time Support Staff Association, represents a complete agreement between the parties.

**ARTICLE I**  
**GENERAL CONDITIONS**

1.1 **Purpose**

It is the intent and purpose of the parties hereto to set forth herein the Agreement covering wages, terms and conditions of employment to be observed by the parties hereto and to secure closer and more harmonious relations between said parties.

1.2 **Recognition**

The Board recognizes New Jersey Education Association, on behalf of the Clerical Employees of Rowan College of South Jersey, as the exclusive bargaining agent for regular part-time employees in Office Assistant and Technician categories for the purpose of collective bargaining in respect to wages, hours and conditions of employment.

The term "employees" as used in this agreement shall include:

- (a) All employees recognized by the PERC determination of September 14, 2001 and subsequently agreed upon as members by both the Association and the College as shown in Appendix A; and
- (b) All regular part-timers hired after the ratification of this contract who work 20 or more hours a week.

This Agreement shall not cover temporary, occasional or seasonal part-time employees.

1.3 Contrary To Law

If any provision of this Agreement or any application of this Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be void, but all other provisions or applications of this Agreement shall continue in full force and effect.

**ARTICLE II**  
**RIGHTS OF PARTIES**

2.1 **Right to Organize**

All present and newly hired employees covered by this Agreement may on the ninetieth (90th) calendar day of employment, or ninety (90) days after the effective date of this Agreement whichever is the later, become members in good standing of the Association and may maintain membership in the Association during the life of this Agreement. Any employee who is terminated during the first 90 working days of employment is not eligible for the grievance procedure of this Agreement.

2.2 **Discrimination**

There shall be no discrimination, interference, restraining, intimidation or coercion by the Board and its agents or representatives or by the Association and its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association or because of any lawful activities by such employees on behalf of the Association. The Association, its members and agents, shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association.

2.3 **Rights and Function of Management**

Subject to the provisions of this Agreement, the Association agrees that supervision, management and control of Rowan College of South Jersey operations are exclusively the function of the administration and the Board and that the Board has the right to make

such reasonable rules and regulations as it considers necessary or advisable for the orderly and efficient conduct of its operations.

The Board hereby retains and reserves onto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement, by the laws and the constitutions of the State of New Jersey and the United States including, but not limited to the following rights:

- (a) The executive management and administrative control of Rowan College of South Jersey and its properties and facilities and activities of its employees by utilizing personnel, methods, and means of the most appropriate and efficient manner possible, as may, from time to time, be determined by the Employer.
- (b) To ensure compliance with all state and federal laws and regulations governing the operations of the Employer's facility.
- (c) To make, maintain, and amend such reasonable rules and regulations as it may from time to time deem best for the purposes of maintaining order, the safety of students, employees, and guests and to require compliance by employees.
- (d) To hire all employees, to determine their qualifications and conditions of continued employment, to set their assignment, and to promote and transfer employees.
- (e) To decide the number and types of employees needed for any particular time and or task and to be in sole charge of the quantity of the work required.

- (f) To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause according to the law and the provision of the Collective Bargaining Agreement.
- (g) To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reason according to the provisions of this Collective Bargaining Agreement.
- (h) The above is subject to the law and the provision of the Collective Bargaining Agreement.

The exercise by the Board of any one or more of its prerogatives, as set forth above, shall not at any time be subject to collective bargaining as provided in the Agreement; subject always to the right of the Association to bargain collectively with the Board with respect to salaries, grievances, and other conditions of employment, referred to in the Agreement. The Board retains all rights not specifically conferred upon the Association.

#### 2.4 Checkoff

For the duration of this Agreement, the College shall deduct the monthly Association dues and initiation fees, if payment is payable, on a pro-rata bi-weekly basis, for those employees in the bargaining Association whose written and signed authorization has been obtained by the Association and forwarded to the Office of Human Resources of Rowan College of South Jersey.

The College shall forward a check for the total of such deductions to the Financial Secretary of the Association by the 15th day of the month following the month for which

deductions are made. The following dues deduction authorization shall be in the form as indicated on Appendix I.

The Association shall indemnify and save the Board (and College) harmless against any and all claims, demands, suits or other forms of liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance on any list, notice or assignment furnished under this Article.

#### 2.5 Representation Fee for Non-Members

- (a) In the case of newly hired employees, deduction of representation fees will begin with the next paycheck following submission of dues check off card or, in lieu thereof, with the next paycheck following a written request by the Association to withhold.
- (b) It is agreed by the parties to this Agreement that the Board shall have no other obligation or liability, financial or otherwise, (other than set forth herein) because of actions arising out of the understandings expressed in the language of this Article. It is further understood that once the funds deducted are remitted to the Association, the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Association.

#### 2.6 Bulletin Boards

The College shall make available to the Association a bulletin board for the purpose of posting official Association notices.

2.7 Association Visitation

Officers or representatives of the NJEA shall, upon notice to the President of the College or his/her designee, be admitted to the College during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties or for assisting in the adjustment of grievances.

## ARTICLE III

### HOURS AND OVERTIME COMPENSATION

#### 3.1 Work Week

Each unit member shall have an established work schedule with established uncompensated lunch and break periods as appropriate. An employee must call in prior to an absence for any scheduled workday and must schedule any unpaid leave time in advance with a supervisor.

#### 3.2 Compensation

Each unit member will be paid on an hourly basis and must earn time in no less than ½ hour increments. When an employee works in excess of 15 minutes but less than ½ hour, the compensable time shall be rounded to the half hour. Employees who work over 40 hours will receive 1½ times paid compensation. No compensatory time will be permitted for part-time employees, unless under the Christmas compensation provision.

#### 3.3 Winter Recess Compensation

During the Winter Recess break, unit members will be credited with one hour of pay for each hour that he/she is normally scheduled to work.

Any additional hours offered to a unit member under this provision must be approved in advance by the Supervisor.

3.4 Emergency Closing

Unit members 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.

3.5 Notification of Change

The Association shall be notified of any proposed permanent change in a member's working schedule. Any differences or disputes concerning any such proposed changes shall be handled through the grievance procedure. Except in unusual circumstances when it cannot be anticipated, an Association member will be notified at least one week in advance of a permanent reassignment of duties.

**ARTICLE IV**  
**PERSONNEL FILES**

4.1 Personnel Files

- (a) The College shall maintain a Personnel File on each employee which shall include, but not be limited to, the following:
1. Personnel information;
  2. Information relating to the employee's accomplishments submitted by the employee or placed in the file at his/her request;
  3. Records generated by the College;
  4. Job description;
  5. Disciplinary action notices and
  6. Information indicating special achievements, performance and contributions.
- (b) The employee may, upon request, examine the individual personnel file referred to in item (a) above and photocopy material therein, within five (5) working days of the initial request, at a time mutually convenient to the administrator in charge and the unit member.
- (c) Human Resources will be responsible for the safekeeping of the Personnel Files.
- (d) Unit members shall be shown material to be placed in their Personnel File and shall acknowledge by signature having seen same. Such acknowledgment shall not necessarily indicate agreement with the material. Unit members shall have the right to respond to any material placed in the file within five (5) days after reviewing such material.
- (e) Personnel Files will be available to the appropriate personnel and Board members when matters of promotion, retention and performance are under discussion.

- (f) No employee will be disciplined, reprimanded, or have his/her compensation reduced without just cause.

#### 4.2 Response to Evaluation

When an employee receives a written evaluation or letter of discipline, then the employee, within five (5) calendar days, may provide his/her immediate supervisor with a written response and the response will also be incorporated into the employee's Personnel File.

## ARTICLE V

### SENIORITY

#### 5.1 Definition

Seniority shall be defined as the employee's length of continuous service beginning with the original date of reporting to work in the bargaining unit. For purposes of determining Seniority, continuous service will be suspended if an employee has a break in service of 30 or more working days.

#### 5.2 Hiring

All regular part-time employees shall be hired as unit members by the Board of Trustees. All existing employees of this unit meeting the condition of 1.2(b) will be certified as officially hired by the Board of Trustees with the Board of Trustees' approval of this Agreement. Any unit member position will first be advertised internally for five working days and can be filled on a seniority basis by existing qualified unit members. If no unit member is interested, the position will be advertised externally.

#### 5.3 Layoff

The College will provide an employee with not less than 2 weeks notice of a layoff. An employee may bump a unit member with lesser seniority as long as he/she is qualified for the position and can work the scheduled hours for that position. To the extent possible, the "bumping" will be managed so that the senior employee retains similar total scheduled hours.

#### 5.4 Reduction in Hours

The College will provide an employee with not less than 2 weeks notice if his/her hours are to be permanently reduced. An employee may elect to bump a unit member with lesser seniority as long as he/she is qualified for the position and can work the scheduled hours for that position. To the extent possible, the “bumping” will be managed so that the senior employee retains similar total scheduled hours.

#### 5.5 Termination

Seniority shall cease upon voluntary termination or discharge for just cause. The Association President shall be notified immediately of all discharges.

**ARTICLE VI**  
**EMPLOYEE BENEFITS**

6.1 Personal Time Off

Unit members shall receive 22 hours in personal time off per year. Beginning July 1, 2005 personal time off hours will be 24 hours per year. Beginning July 1, 2006 the personal time off hours will be 26 hours per year. Personal time off can be used for sick leave, holiday, vacation or personal days. Personal time off will be credited to the employee on a pro-rated basis from the time of employment for new employees starting other than the start of the College fiscal year. Personal time off may accrue to the next fiscal year. Sick leave is subject to medical verification if requested by Human Resources.

6.2 Family Illness

In addition to personal illness, an employee may use sick leave to cover an absence due to a serious illness or injury of an immediate family member (father, mother, spouse, and children) or contagious disease among any person residing in the employee's household.

6.3 Holidays

Commencing on July 1, 2002, each unit member will receive straight pay on holidays for the hours that he/she is scheduled to work on any or all of the following seven holidays:

Christmas

New Year's Day

Martin Luther King's Birthday

Memorial Day

Fourth of July

Labor Day

Thanksgiving

Example: If Christmas Day falls on a Monday and the employee is normally scheduled to work four hours on a Monday, then the employee shall receive four hours of straight time holiday pay for this holiday.

#### 6.4 Bereavement

A paid bereavement leave of two (2) days maximum will be allowed for each death in the immediate family for the period covering up to seven days from the date of the death.

Family shall mean: father, mother, siblings, wife, husband, children, stepchildren, grandchildren, grandparents, mother-in-law, and father-in-law.

In the event of the death of a member of the family other than those previously listed, an Association member may be entitled to one full day to attend the funeral. The employee also may use up to three days from accrued sick leave or personal leave to support bereavement leave requirements for these other family members.

#### 6.5 Professional Development Day Attendance

If employees are regularly scheduled to work on a professional development day, and they chose to attend, they may do so with pay.

#### 6.6 Tuition Waiver

Following the close of registration for both full and part-time students, employees will be granted entrance, credit and waiver of tuition and activity fee to any class still open.

Subject to meeting entrance requirements, each unit member will be granted waiver of

tuition and activity fee for Rowan College of South Jersey credit courses. Employees 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 standards set forth below.

Credits Attempted	Minimum GPA Standard
12-24 credit	1.5
25-66+	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 or more courses.

Each participant who is placed in warning status shall receive an email sent to their 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.

6.7 Education Attainment Award

Upon the attainment of an Associate Degree, a unit member will receive one time \$500 adjustment added to the unit member's base pay.

6.8 Worker's Compensation

All unit members are covered under the College's worker's compensation policy.

**ARTICLE VII**  
**GRIEVANCE PROCEDURE**

7.1 **Definition**

A “grievance” is a claim by an employee, employees or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting an employee or group of employees, except that an appeal to subsequent arbitration may only be based upon violation of the expressed terms of this contract.

A “grievant” shall refer to the employee or employees or the Association making the claim on behalf of the employee or group of employees or the Association on behalf of itself.

7.2 **Steps**

The procedure for handling a grievance is outlined below. The purpose of this procedure is to secure, at the lowest level, an equitable solution to the claim. Both parties agree that proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The number of days indicated at each level should be considered as a maximum, with every effort made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

- (a) Step 1: A grievant shall meet to discuss a grievance with his/her immediate supervisor within twenty- five (25) working days of the occurrence or thereafter be barred. The Association’s designated representative may be present at this meeting, if requested. The immediate supervisor shall respond to the grievance

as soon as possible but not later than five working days from the date that the grievance was discussed. If the immediate supervisor's answer does not resolve the grievance and the employee chooses to pursue the matter further, the grievant shall submit the grievance in writing using the Formal Grievance Procedure Form. This form shall be submitted within five (5) working days from receipt of the Supervisor's response and shall set forth the facts upon which the grievance is based, the section(s) of the agreement where the employee's rights are alleged to have been violated and the remedy or correction sought. As a result of this action, the grievance shall be referred to Step 2.

- (b) Step 2: If no satisfactory response is received within five (5) working days, the Association representative (or designee) on the one hand and the President (or designee) and the immediate supervisor on the other hand shall meet and discuss the grievance. If no satisfactory agreement is reached between them within five (5) working days of receipt of the grievance form, the matter will be referred to Step 3.
- (c) Step 3: A Grievance Committee, comprising the Association representative or designee on the one hand and the President of the College (or designee) on the other hand, shall meet in an effort to resolve the grievance. If no satisfactory agreement is reached between them within five (5) working days of receipt of the grievance, the matter shall be referred to Step 4.
- (d) Step 4: The Grievant shall submit a written copy of the grievance to the Board of Trustees (or designees) through the Secretary of the Board within ten days of the Committee meeting. The Board shall, within (20) working days of the date of

filing, either allow the grievance or form a committee and hold a hearing on the grievance. Should a hearing be held, the Grievant shall be notified in writing no later than five working days after the hearing of the recommendation from the committee. The Board of Trustees shall publicly indicate its disposition of the grievance at its next regularly scheduled meeting after notification to the Grievant. Step 5: All differences, disputes or grievances between the parties that are not satisfactorily settled after the steps indicated above shall, at the request of the Association, be submitted to arbitration within fifteen (15) working days to the Public Employment Relations Commission (PERC). The rules of that agency shall apply. Neither the Board nor the Association shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of this Agreement. No more than one (1) substantive issue may be submitted to the arbitrator at any proceeding unless agreed to in writing by both parties.

The arbitrator shall submit a written decision within thirty (30) days of the close of the hearing setting forth his findings of fact, reasoning and conclusions on the issue submitted. Acknowledging binding arbitration as the means of resolution for any dispute arising under the terms of this Agreement, the Association and all Facilities employees shall not cause, engage in, or sanction any strike, slow-down, or other concerted action for the duration of this Agreement because of any dispute or disagreement between the College, or its representatives, and the Association, or any and all custodial and maintenance employees, or between any

other persons, or other employees or organizations who are not signatory parties to this Agreement.

### 7.3 Conditions

- (a) Human Resources shall report all disciplinary actions taken against any bargaining unit member to the President of the Association. The name of the disciplined employee shall only be included with their written consent.
- (b) All time spent, during normal working hours, in the adjustment of grievances and arbitration will be paid at straight time.
- (c) The Association and the Board shall share equally the arbitrator's fee and expenses.
- (d) The Association and the Board shall have the right to bring in the aggrieved person(s) in any of the above steps of the grievance procedure as outlined above.
- (e) Anything to the contrary notwithstanding, any challenge to the propriety of a discharge must be filed in writing to the Board within five (5) working days from the date of the discharge or the same will be deemed to have been waived.
- (f) A grievance may be withdrawn at any level.

7.4 Formal Grievance Procedure Form

NAME \_\_\_\_\_

POSITION \_\_\_\_\_

DATE OF GRIEVANCE \_\_\_\_\_

DATE OF FILING \_\_\_\_\_

TERM(S) OF CONTRACT VIOLATED \_\_\_\_\_

NATURE OF GRIEVANCE:

REMEDY SOUGHT BY GRIEVANT:

SIGNATURE \_\_\_\_\_

STEP 2

DATE FILED FOR STEP 2 HEARING: \_\_\_\_\_

DATE STEP 2 HEARING HELD: \_\_\_\_\_

STEP 2 DISPOSITION:

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

STEP 3

DATE FILED FOR STEP 3 HEARING: \_\_\_\_\_

DATE STEP 3 HEARING HELD: \_\_\_\_\_

STEP 3 DISPOSITION:

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

STEP 4

DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES \_\_\_\_\_

DATE GRIEVANCE ALLOWED \_\_\_\_\_ OR

DATE HEARING HELD \_\_\_\_\_

DISPOSITION:

SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

**ARTICLE VIII**  
**SALARY SCHEDULE**

8.1 Annual Salary

The hourly rate for all unit members shall be increased as follows:

- a. Effective July 1, 2023: 3.5% or \$1.25 per hour, whichever is greater.
- b. Effective July 1, 2024: 3.5% or \$1.00 per hour, whichever is greater.
- c. Effective July 1, 2025: 3.5% or \$1.00 per hour, whichever is greater.

8.2 Hiring Range

The initial hiring rate for unit members shall be \$14.13 per hour.

For all unit members hired before July 1, 2023 whose salaries are below the minimum, the College will raise their salaries to the minimum, and then apply a 3.5% salary increase effective July 1, 2023.

8.3 Job Descriptions

All unit members shall have job duties and job descriptions be established by management. Any new or revised job description will be presented to the Association five (5) working days before they are made effective.

8.4 Probationary Period

The probationary period for all unit members will be 90 working days.

ARTICLE IX

AGREEMENT TERMS

9.1 Scope of Agreement

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

9.2 Term and Notice

This Agreement shall be effective July 1, 2023 through June 30, 2026. During October 2025, either party may give written notice to the other of its intention to terminate, modify, or supplement this Agreement. Such negotiations for a subsequent Agreement shall commence no later than fifteen (15) calendar days thereafter.

For the College

For the Association

by Gene Concordia

by Michele P Capanas

Gene Concordia, Chairperson, Board of Trustees

Michele Capanas, President, RCSJ Part-time Support Staff Group

by Frederick Keating  
Dr. Frederick Keating, President

by Len Daws

Len Daws, Secretary, Board of Trustees

DATED 10/17/24

