

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

and

The Rowan College of South Jersey
Gloucester

Directors' Association

which is affiliated with the
New Jersey Education Association

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 1968, Chapter 303, and including Chapter 123, Public Laws 1974 of the State of New Jersey

and

Rowan College of South Jersey Directors' Association affiliated with the New Jersey Education Association.

This Agreement entered into on 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 Directors' Association, affiliated with the New Jersey Education Association, hereinafter called the Directors' Association, represents a complete agreement between the parties.

ARTICLE I
GENERAL CONDITIONS

1.1 **Board Recognition**

The Board hereby recognizes the New Jersey Education Association on behalf of the Directors' Association of Rowan College of South Jersey as the sole and exclusive negotiation representative for all Rowan College of South Jersey Directors. The term "Director," when used here and after in this Agreement, shall refer to all members of the designated bargaining unit as specified by the PERC determination of September 14, 2001. This represents the titles of Associate Director, Director III, Director II, Director I and Senior Director. When a new Director title is created, the President of the Association shall be informed within five working days and the title shall be placed in the unit, unless either party shall have an objection to such placement. In the event that an informal conference between the parties fails to resolve the objection, the matter shall be submitted to the New Jersey Public Employment Relations Commission (PERC) for clarification of unit proceedings. Additionally, should the Association raise an objection that unit work has been assigned to a title outside the unit, the parties shall confer for the purpose of resolving the matter, and if unsuccessful, the matter shall be submitted to PERC for clarification of unit proceedings.

1.2 **Contrary To Law**

If any provision of this Agreement, or any application thereof 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.

1.3 Amendment

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 Directors' Association, and if ratified, become part of the Agreement.

1.4 Released Time for Negotiations

When mutually determined negotiation meetings are planned during the working day, two (2) members of the Bargaining Unit may be granted release time.

1.5 Budget Information

In order for the Directors' Association to represent members, the Board will make available to the Association, upon written request:

- (a) The number of unit members within the Unit and their respective titles and salaries; and.
- (b) Other reports within the public domain.

1.6 Selection of Negotiators

Neither party in any negotiation shall have any control over the selection of the negotiating representatives of the other party. Negotiating teams at any one bargaining session are not to exceed four members. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make and consider proposals and make counter proposals. Either party may bring in not more than two consultants for a particular item of discussion.

1.7 Copies of Agreement

Copies of this Agreement shall be reproduced by the Board and distributed to all members of the Directors' Association now employed, or hereafter employed by the Board for the duration of this Agreement. The Board will supply print copies to all members of the Directors' Association. Bona fide candidates for employment shall be given a copy of the Agreement when the individual is given a Notice of Appointment.

1.8 Continuing Consultation

The Directors' Association will meet with the College President and appropriate administrators, at the request of either party, at least twice per academic year to discuss the administration of this Agreement and/or problems of mutual concern.

ARTICLE II
RIGHTS OF PARTIES

2.1 **Right to Organize**

Nothing contained herein shall be construed to deny or restrict the rights of members under the New Jersey Statutes Annotated, Title 18A or other applicable laws and regulations. The rights granted and duties inferred herein shall be deemed to be in addition to those provided elsewhere. However, the Board retains all rights not specifically conferred upon the Directors' Association.

2.2 **Right to Negotiate**

Members as described in Article I have the right to freely organize, join and support the Directors' Association for the purpose of engaging in collective negotiation and other concerted activities for mutual aid and protection.

2.3 **Association Business**

Duly authorized representatives of the Association shall be permitted to transact official Association business and conduct meetings on College property at reasonable times; where such business does not interfere with the operation of the College or with the performance of the unit members' duties. No charge shall be made for the Association's reasonable use of College facilities.

2.4 **Use of Facilities and Equipment**

The Directors' Association may use College facilities and equipment at the convenience of the President or his/her designees. No equipment shall be removed from the premises without written permission. Payment shall be made for any expendable supplies used for

Directors' Association purposes, and the Directors' Association shall be liable for damage to any equipment used for said purposes.

A request from the Directors' Association shall not be unreasonably denied.

2.5 Safety Committee

The Association may have a representative on the college-wide Safety Committee.

2.6 Bulletin Board

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

2.7 Board's Authority

The Board hereby retains and serves unto itself, without limitation, 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 Constitution of the State of New Jersey and of the United States, but not limited to the following rights:

- (a) The executive management and administrative control of Rowan College of South Jersey and its properties, 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 assignments, and to promote and transfer employees
- (e) To decide the number and types of employees needed for any particular time and/or task 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 provisions of the Collective Bargaining Agreement
- (g) To lay off employees in the event of lack of work or funds, 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 provisions of the Collective Bargaining Agreement.

ARTICLE III

DIRECTORS' ASSIGNMENTS AND RESPONSIBILITIES

3.1 Holidays

The Board of Trustees shall designate sixteen (16) holidays annually for full-time, twelve-month employees.

3.2 Directors' Working Hours

- (a) The usual work week for Directors shall be 35 (thirty-five) hours over a five consecutive day period, excluding a one-hour, unpaid lunch period daily.
- (b) Directors are exempt employees and will not be required to make up any time for Board designated recess.
- (c) As exempt employees, Directors are responsible for completing all required elements of their position without consideration of where the work is performed

3.3 Emergency Closing

Directors who are scheduled to work but directed not to report to work due to inclement weather or other 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 work day. All employees in active pay status shall be paid for the entire day if the college is closed for the entire day.

Emergency closing compensation will be provided unless an Act of God or a regional/national emergency beyond the control of the Board prevents the college from

making these payments. It is the employee's responsibility on days of inclement weather to check College designated informational sources for College closing information.

3.4 Authorized Off-Campus Assignments

If a Director is required or receives approval to make a trip on College business, he/she shall be reimbursed for the most convenient and economical mode of transportation or the specified auto mileage reimbursement. If the College requests that an Association member use his/her own transportation and the unit member agrees, he/she shall be reimbursed at the prevailing IRS "standard mileage rate." The College shall provide secondary coverage over the owner's primary coverage and limits to a total maximum of \$1,000,000. This coverage is in excess of the owner's primary coverage and applies only when a unit member uses his/her vehicle for authorized College business.

3.5 Attendance at College Functions

Attendance by members at Commencement is mandatory, and attendance at a reasonable number of other College functions is encouraged. The College will furnish academic attire when needed, at no cost to the member.

3.5 College Handbook

The College Handbook will not conflict with the terms and conditions specified in this Agreement.

ARTICLE IV
PERSONNEL FILES

4.1 **Personnel Files**

The College shall maintain a Personnel File on each unit member which shall include, but not be limited to, the following:

- (a) Personnel information;
- (b) Information relating to the unit member's academic and professional accomplishments submitted by the unit member or placed in the file at his or her request.
- (c) Records generated by the College;
- (d) Job description;
- (e) Information indicating special achievements, research, performance and contributions of an academic, professional, or civic nature.

4.2 **Examination of Personnel Files**

The employee may, upon request, examine the individual personnel file referred to in paragraph 4.1 above and photocopy material therein, within five (5) working days of the initial request, at a time mutually convenient to the administrator and the unit member.

4.3 **Confidential Pre-Employment File**

All material requested by the college, or supplied by the employee in connection with the employee's original employment shall be maintained in a confidential pre-employment file which shall not be available for examination by the employee.

4.4 Safekeeping of Files

Human Resources will be responsible for the safekeeping of personnel files.

4.5 Disciplinary Material

Unit members shall be shown disciplinary material to be placed in their file and shall acknowledge by signature having seen same. Such acknowledgement shall not necessarily indicate agreement with the material. Unit members shall have the right to respond to any material placed in the file within twenty (20) working days after reviewing such material. Material not in the file may not be used against the employee.

4.6 Availability of Files

Personnel files will be made available to supervisory personnel and Board members when matters of promotion, retention, discipline and performance are under discussion, or for other legitimate business needs.

ARTICLE V

CONTRACTS, DISMISSALS, VACANCIES, RIF, AND PROMOTIONS

5.1 Contracts, Dismissals, Vacancies

- (a) Annual notice of intent to reappoint Directors who have completed five full academic years of service shall be issued by December 15. Annual notice of intent to reappoint Directors with less than five full years of academic service shall be issued by March 15.
- (b) The Board of Trustees shall issue Directors an employment contract stipulating terms and conditions of employment (including position title, salary, duration, and any special conditions) no later than April 15 of the current year.
- (c) Grant-funded positions may be terminated immediately and are subject to the terms and conditions of the funding agency.
- (d) Notice of non-reappointment shall be issued by December 15th for Directors who have completed five academic years of service and by March 15th for Directors with less than five academic years of service. Such notice shall not be issued without cause. If the cause is questioned, the matter shall be processed through the grievance procedure, except that the Board of Trustees shall act as the Arbitrator in the final and binding step.
- (e) Removal during the term of the contract shall only be made for just cause. The employee shall be given 30 days notice of the College's intent to terminate the contract. Directors with more than five academic years of service or those with tenure protections shall be afforded the rights and privileges provided by statute and administrative code.

- (f) Directors wishing to terminate their employment with the College shall provide 30 days notice.

5.2 Reduction in Force

- (a) Reduction in Force may be used by the College when it becomes necessary to reduce the number of administrative 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.
- (b) 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 90 days before the date of layoff.
- (c) Appeal of any Reduction in Force decision may be made through the grievance process of this Agreement, except that the Board of Trustees shall act as the Arbitrator in the final and binding step.

5.3 Recommendations for Promotion

Nothing herein precludes request(s) of a Director who has academic rank from applying through his/her immediate supervisor for promotion in academic rank with compensation as determined for a promotion. It is understood that such determination rests solely with the Board.

(a) Promotions Process

Unit members desiring to be considered for a promotion shall make application via one of the following methods:

1. Communication with their immediate supervisor requesting a letter of recommendation for promotion to be forwarded to the College President for consideration
 2. Submission of an application to the Administrators/Directors/TAPS (ADT) Promotions Committee
 3. Recommendation for promotion may also emanate directly from the President
- (b) Promotions Committee

On or before August 31st of each year, a joint Administrators/Directors/TAPS Promotion Committee shall be formed. The Committee shall be comprised of two members from each of the Administrators, Directors and TAPS units, appointed by each Association's Executive Board, as well as four college representatives appointed by the College President. The committee members shall serve for a term of one year. The Committee shall hold an organizational meeting on or before September 15th of each year for the purpose of electing a chairperson and reviewing the Promotion Rubric, consisting of the "Criteria for Promotion" guidelines set forth in Article V, section 5.2c.

The Committee will then hold meetings during the months of November, January, March and May for the purpose of evaluating previously submitted applications for promotion, provided that one or more applications have been submitted.

Following completion of the application review process, the ADT Promotion Committee chair shall prepare a report consisting of the committee's recommendations and submit it to the College President. Following receipt of the ADT Promotion Committee chair's report, the College President shall transmit

the report as well as his/her recommendations regarding candidates for promotion to the Board of Trustees on or before the next scheduled Board meeting.

(c) Criteria for Promotion

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

1. Job Effectiveness
2. Contributions to the Department
3. Contributions to the College
4. Contributions to the Community
5. Scholarly/Educational Achievement and Professional Growth-if applicable
6. Administrative/ Supervisory Effectiveness- if applicable

5.4 Guidelines for Qualifications for Advancement in Level

(a) Rank/Levels

Entry Level Director I

Promotion Director II

Promotion Director III

(b) Compensation

1. Promotional salary adjustment of \$1,650 added to base salary upon promotion to Administrator II
2. Promotional salary adjustment of \$1,750 added to base salary upon promotion to Administrator III

3. All unit members who are currently designated as Director I as of June 30, 2023, will be retitled to Director II with no salary adjustment other than those provided under Article XIV
4. All unit members who are currently designated as Director II as of June 30, 2023, will be retitled to Director I with no salary adjustment other than those provided under Article XIV.

(c) For further clarification:

1. It is required to have had a minimum of two years on-the-job experience or equivalent in the current position in the applicable unit to qualify to apply for the change in rank/level.
2. 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.
3. A candidate is not automatically entitled to placement in the top rank/level for which his/her experience makes him/her eligible.
4. A candidate will not be automatically moved into the next rank/level when the guidelines for that rank/level are satisfied. Advancement from one rank/level to another is by promotion only.

ARTICLE VI

HEALTH INSURANCE BENEFITS

6.1 Medical Insurance

Under the New Jersey State Health Benefits Plan for both health and prescription drug coverage, all full-time unit members who have completed their 60-day probationary period will be eligible to enroll into the provider plan of their choice at his/her appropriate level of coverage (e.g., single, couple, parent/child or family coverage). The College shall continue to administer all health and prescription drug programs in accordance with the requirements and guidelines of the State Health Benefits Commission . All active unit employees who have not opted-out, shall contribute towards the cost of health insurance and prescription benefits in accordance with the provisions of P.L. 2011, Chapter 78. The contribution shall remain in effect until a successor agreement is ratified by the parties.

6.2 Dental Insurance

Dental insurance will be provided through Delta Dental or a like dental provider, to each unit member at his/her appropriate level of coverage, e.g., single, couple, parent/child or family. Should a Unit member individually elect to expand or increase coverage beyond the coverage levels in place as of 6/30/2001, the Unit member will be responsible for any additional costs of the expanded or additional coverage through an employee payroll deduction.

6.3 Insurance Carriers

The Board reserves the right to change insurance carriers and/or self-insure so long as substantially similar benefits are provided. In the event the Board decides to change

insurance carriers and/or self-insure, the matter will first be discussed with representatives of the Association prior to any change, and if the Association does not agree that the benefits to be provided by the new carrier or through self-insurance are substantially similar, the Association may file for arbitration within fifteen (15) calendar days from notification by the Board of its intention to change carriers or to self-insure.

6.4 Retiree Coverage

- (a) All unit members hired before June 6, 2002 and retiring after July 1, 2001, with 15 years of service at the College and a minimum age of 62, or at any age with at least 25 years of service in the New Jersey Retirement Pension Systems, including the Alternate Benefit Program, shall receive retiree benefits through the Health and Dental providers offered by the College. The employee shall be eligible to receive his/her appropriate level of coverage (e.g., single, couple, parent/child or family coverage) . The retiree will be responsible for any dental co-payments for expanded services consistent with those for active employees at the time of his/her retirement.
- (b) All unit members hired by the College after June 5, 2002 shall receive the following upon retirement:
 - 1. Those with 15 years or more service to the College and a minimum age of 62 shall receive single health coverage as provided under the New Jersey Health Benefits Program and the equivalent of single coverage for Dental insurance. The retiree will be responsible for any dental co-payments for

expanded services consistent with those for active employees at the time of his/her retirement.

2. Those with 25 years of service under the New Jersey Retirement Pension Systems shall receive coverage at his/her appropriate level (e.g., single, couple, parent/child or family coverage) as provided under the New Jersey Health Benefits Program and the college's coverage for Dental insurance. The retiree will be responsible for any dental co-payments for expanded services consistent with those for active employees at the time of his/her retirement.

- (c) All unit members hired after June 30, 2014 who complete 25 year of service in the New Jersey Retirement Pension Systems shall receive upon retirement, coverage at his/her appropriate level (e.g., single, couple, parent/child or family coverage) as provided under the New Jersey Health Benefits Program.

(Note: State-sponsored Retiree Dental Plans are available to retirees eligible for enrollment within SHBP or the SEHBP at retiree's cost. Eligible retirees must submit a SHBP/SEHBP Dental Insurance application within 60 days of retirement or when first eligible for enrollment, or lose the ability to enroll.

6.5 Health Reimbursement Arrangement Contribution

The College shall contribute the following amounts as lump sum payments into each unit member's Health Reimbursement Arrangement account:

Effective July 1, 2023: \$350

Effective July 1, 2024: \$350

Effective July 1, 2025: \$350

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

ARTICLE VII
DIRECTORS' SALARIES AND DEDUCTIONS

7.1 **Salary**

The salary of members shall be paid bi-weekly for a period of twelve months.

7.2 **Requests for Deductions**

Members may, by executing the proper form as provided by the Board, have automatic payroll deductions for any of the following purposes:

- (a) Professional Dues
- (b) Dues check-off authorization
- (c) Government Bonds
- (d) Credit union
- (e) New Jersey Pension Programs
- (f) Any Professional Insurance Programs
- (g) Such other as shall be mutually agreed upon by the Association and the Board.

7.3 **Representation Fee for Non-Members**

- (a) In the case of newly hired employees, or non-dues paying employees who wish to become active union members, deduction of representation dues will begin with the next paycheck following submission of a Union Membership Form signed by the employee.
- (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 .

- (c) 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.
- (d) The Association agrees that it has established or will establish a procedure by which a non-member employee in the unit can challenge the representation fee in accordance with N.J.S.A. 34 : 13A-5.6.

ARTICLE VIII
PAID LEAVES OF ABSENCE

8.1 **Sick Leave**

Members steadily employed by the Board of Trustees shall be allowed sick leave with full pay for a period of 12 work days in any academic year. Up to ten days accumulated sick leave may be transferred from immediate previous educational employment. Unused sick leave shall be accumulative, to be used for additional sick leave as needed in subsequent years. The Board may require proof of illness. All unit members will continue to accrue sick leave without limit.

8.2 **Family Illness**

Employees may be absent from work because of a serious illness or injury to an immediate family member (father, mother, spouse, children). Employees may also be absent due to a contagious disease among any person(s) residing in the employee's household. Such time is to be charged against sick leave or personal time. Employees may use federal or state leave programs to care for eligible family members.

8.3 **Use of Statutory Leave for Personal or Family Illness**

Eligible employees may elect to use, or may be required to use Family Medical Leave or New Jersey Medical Leave to care for their own serious health condition or the serious health condition of eligible family members pursuant to terms and conditions of those statutes.

8.4 Bereavement

- (a) A paid bereavement leave of five (5) days maximum will be allowed for each death in the immediate family. Immediate family shall include: father, mother, sister, brother, wife, husband, children, step-children, grandchildren, grandparents, mother-in-law and father-in-law. Such leave will include the day of death and/or the day of the funeral and to be taken no more than seven (7) days immediately subsequent to the day of the funeral. Additional leave may be granted at the discretion of the President.
- (b) 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.

8.5 Personal Leave

Unit members may be granted three (3) days personal leave with pay for bona fide personal business which cannot be handled outside of regular working hours. Such leave may be used for any reason.

8.6 Sabbatical Leaves

Sabbatical leaves shall be granted by the Board, subject to the following conditions:

- (a) A member will be eligible for sabbatical after completion of seven years continuous service at the College; or after seven years since his/her last sabbatical leave at the College.

- (b) Such leave must be applied for during the first semester of the preceding year, with the specific study or research purpose clearly stated in the application.
- (c) Application shall be submitted to the President.
- (d) After careful consideration of all applications, the President shall make his/her recommendation to the Board. Final decision on granting sabbatical leaves shall rest with the Board.
- (e) Sabbatical leave may be for one half year or one full year. This leave shall be creditable for College seniority. Sabbatical pay for the length of the contract is:

½ Year	100%
1 Year	60%
- (f) Unit members must remain employed for two (2) years following sabbatical. If separation occurs within one (1) year the unit member shall reimburse 100% of the sabbatical pay to the College; if separation occurs within two (2) years the unit member shall reimburse 50% of the sabbatical pay to the College: In the event that the College initiates a severance of employment and/or the unit member is unable to resume employment due to death or disability, the unit member shall be exempt from all obligations to reimburse the College resulting from the above provisions.
- (g) Sabbatical leaves are not subject to the grievance procedure of this Agreement.

ARTICLE IX
UNPAID LEAVES OF ABSENCE

9.1 Family and Medical Leave

Eligible employees may be entitled to unpaid leave for their own serious health condition, the serious health condition of certain close family members, or to care for a newborn or newly adopted child pursuant to the Family and Medical Leave Act and/or the New Jersey Family Leave Act. Such leave shall be granted consistent with these statutes and with College policy. Employee benefits will continue as required by federal and/or State statute during this period.

9.2 Leave to Care for a Newborn or Newly Adopted Child

Unit members of either sex shall be granted unpaid leave of absence to run concurrently with any mandated federal or State law for the birth or adoption of a child. A unit member may receive up to one (1) year of unpaid leave for the care of a newborn child under one hundred and twenty (120) days of age at the time the leave commences, or for an adopted child less than five (5) years of age, provided that where possible, at least sixty (60) days prior written notice is given to the college. Employee health insurance benefits will be provided during the time that an employee is covered under the provisions of the federal and State leave programs. Thereafter, an employee may elect to purchase continuation coverage under COBRA.

9.3 Applications for Unpaid Leave

Applications for unpaid leaves of absence, other than for leave under the Family and Medical Leave Act, the New Jersey Family Leave Act, or as a form of reasonable

accommodation to an employee's disability or handicap must be made in writing not less than 90 days prior to the effective date of such leave. Notice to return must be made in writing not less than one semester prior to the date of return. The decision to grant an unpaid leave rests solely with the Board and is not subject to the grievance procedure of this Agreement.

9.4 Leave for Personal Reasons

A leave for personal reasons may be granted by the Board to a unit member upon mutual consent up to one year.

9.5 Leave for Professional Services

Leave to serve with NJEA, its affiliates or an academic professional organization may be granted for one year.

9.6 Leave for Advanced Study

Leave for advanced study in the unit member's field may be granted for one year.

9.7 Leave for Fulbright or Exchange Teaching

Leave for one year may be granted to any member upon application for the purpose of participating in a Fulbright or other education exchange program.

9.8 Decision to Grant Unpaid Leave

The decision to grant an unpaid leave of absence for personal reasons, professional services, advanced study, Fulbright or Exchange program rests solely with the Board and is not subject to the grievance procedure of this Agreement.

9.9 Unpaid Leave Benefits

If legal and subject to the benefit plan, the Board shall permit unit members on unpaid leaves of absence to continue any and all benefits at their own expense. In addition, tuition waiver will be granted in accordance with Article X, section 10.1, while on an approved unpaid leave of absence.

ARTICLE X
DIRECTORS' PRIVILEGES

10.1 Tuition Waiver

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

Qualitative Grade Point Average (GPA) Requirements:

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

10.2 Early Childhood Education Center

Members will be granted the privilege to use the facilities of the Early Childhood Education Center for so long as it continues to exist and in conformity with the rates and rules of such facility.

10.3 Tuition Reimbursement

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

Payment shall be made subject to the following conditions:

- (a) Courses must be submitted at least ten (10) days prior to matriculation as such course(s) are subject to approval by the president or his/her designee.
- (b) Reimbursement will be on a per credit basis at a rate not to exceed the Rutgers undergraduate and graduate rates and will be contingent upon the successful completion of course work with a grade of "C" or better for undergraduate courses and "B" or better for graduate level courses.
- (c) Unit members shall be eligible for reimbursement up to 12 credit hours per fiscal year; July 1 through June 30.

- (d) Nothing herein precludes approval by the president or his/her designee of beneficial undergraduate courses.
- (e) Unit members must remain employed for two (2) years following the most recent reimbursement to qualify for 100% tuition reimbursement. If separation occurs within one (1) year the unit member shall reimburse 100% of the tuition reimbursement to the College; if separation occurs within two (2) years the unit member shall reimburse 50% of the tuition reimbursement to the College. In the event that the college initiates a severance of employment and/or the unit member is unable to resume employment due to death or disability, the unit member shall be exempt from all obligations to reimburse the college resulting from the above provisions.

10.4 Parking

A parking area for members shall be provided.

ARTICLE XI

VACATION FOR DIRECTORS

11.1 Vacation

Each member shall earn pro rata twenty-two (22) vacation days per year. An employee may accrue and carry forward up to one year's worth of his/her entitlement of vacation time into the next fiscal year. This time must be used by June 30 of the next fiscal year, so that no more than one year's worth of vacation accrual is carried forward into any subsequent fiscal year. In rare instances, an employee may carry forward vacation time in excess of the one year's allocation upon approval of the President.

11.2 Vacation Schedules

A member's preference as to the period during which he/she desires to take his/her vacation shall be given full consideration, but it must be recognized that vacations must be taken at such times as are consistent with the best interests of the college.

11.3 Separation of Employment

Unused vacation not to exceed the current year's accrual plus up to one year accrual carryover shall be paid out upon separation of employment. This payout shall be based on the unit member's current hourly rate. In cases where a unit member dies while actively employed, the vacation payout will be payable to his/her estate.

ARTICLE XII
RETIREMENT COMPENSATION

12.1 Sick Payout

Sick leave balances shall be paid at a rate of \$100 per day for each accumulated sick leave day earned into a 403(b) final pay plan account. Employer and Employee contribution limit is \$54,000 for 2017. If the compensation exceeds the contribution limit for 403(b), the remainder above the limit will be paid by separate check issued by the College and will be subject to federal taxes. The 403(b) final pay plan provision for sick payouts upon retirement is subject to mutual agreement by both parties on or before June 30, 2015 with implementation on July 1, 2015. The following conditions must be met to qualify for retirement compensation.

- The unit member had been employed actively by the College for 20 years.
 - The unit member does not need to provide prior written notice of intent to retire to receive this benefit.
 - The unit member retires under the New Jersey Public Employees Retirement System or employing the same standards of this system if the unit member retires under the State of New Jersey's Alternate Benefit Program.
- (a) If the years of a unit member's active College service are less than 20 but at least 10 full years, then the retirement compensation shall be proportional i.e., 11/20, 12/20 etc. to the maximum as per above.
- (b) The unit member may elect to defer the retirement compensation up to 12 months from the date of retirement.
- (c) All unit members currently eligible for retirement compensation may accrue compensable sick leave not to exceed the maximum of \$15,000.00 with the following exceptions:

Effective July 1, 2017, each unit member hired prior to June 5, 2002, shall retain his/her total compensable sick leave balance accrued as of June 30, 2017 and is entitled to accrue up to \$15,000 of additional compensable sick leave.

12.2 Vacation Payout

Vacation balances shall be paid upon retirement into a 403(b) final pay plan account and shall be based on the unit member's accumulated vacation hours at the current hourly rate. The 403(b) final pay plan provision for vacation payouts upon retirement is subject to mutual agreement by both parties on or before June 30, 2015 with implementation on July 1, 2015.

12.3 Death Payout

In cases where a unit member dies while actively employed, the compensation for sick payouts will be paid to his/her estate per the provisions outlined in Article XII section 12.1 excluding 12.1.a. Vacation payouts will be paid to his/her estate per the provisions outlined in Article XI section 11.3.

ARTICLE XIII
GRIEVANCE PROCEDURE

13.1 Procedures

A grievance is a claim or complaint by a Unit member, group of Unit members, or the Association hereinafter referred to as Grievant, based upon an event which affects a condition of employment, discipline or discharge, and/or alleged violation of any of which constitutes a misrepresentation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board of Trustees. In the event a unit member or group of unit members or the Association believes there is a basis for a grievance, it shall:

- (a) Informally discuss the grievance with the appropriate supervisor
- (b) If, as a result of the informal discussion a grievance is unresolved, the Grievant may invoke the formal grievance procedure on the form required, signed by the Grievant. Every formal grievance shall be filed within twenty (20) working days of the occurrence or thereafter be barred. Two (2) copies of the grievance shall be filed with the President of the College or a representative designated by the President.
- (c) Within five (5) working days of date of filing, the President of the College or his/her designee shall meet with the Grievant or his/her representative in an effort to resolve the grievance. The President of the College or his/her designee shall indicate his/her disposition of the grievance in writing within five (5) working days of said meeting.

- (d) If the Grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the time limits in paragraph 13.1.c, the grievance shall be transmitted within ten (10) business days to the Board of Trustees by the Grievant by filing a written copy thereof with the Secretary to the Board. The Board shall, within thirty (30) working days of the filing, either allow the grievance or form a committee and hold a hearing. Should a hearing be held, the Association and the Grievant shall be notified in writing no later than five (5) business 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 Association and the Grievant. A grievance based on lack of contract offer by the Board of Trustees for non-tenured unit members shall be handled per Article V, Section 5.3.
- (e) If the Association is not satisfied with the disposition by the Board of Trustees, or if no disposition has been made within the period provided in Paragraph 13.1.d, the Association may submit the grievance to arbitration within thirty (30) working days before an impartial arbitrator. If the parties cannot agree on an arbitrator, he/she shall be selected pursuant to the rules and procedures of the Public Employees Relations Committee (PERC) whose rules shall likewise govern the arbitration proceeding. Neither the Board nor the Association shall be permitted to assert in such arbitration proceeding any grounds or rely upon any evidence not previously disclosed to the other party. No more than one (1) substantive issue may be submitted to the arbitrator in a case unless otherwise agreed upon in writing by both parties. The arbitrator shall submit a written decision within thirty

(30) days of the hearing setting forth his/her findings of fact, reasoning and conclusions regarding the issue submitted. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement. Both parties agree to be bound by the decision of the arbitrator.

- (f) Subject to Paragraph 13.1.g, the fees and expenses of the arbitrator shall be shared equally by the parties.
- (g) No reprisals shall be taken against any Unit member for participating in any grievance. If any Unit member for whom a grievance is filed, processed or sustained shall be found to have been unjustly discharged, he/she shall be restored to his/her former position with full reimbursement of all professional compensation lost and, in addition, the Board shall pay the entire cost of fees and expenses of the arbitrator. However, if the discharge is found to have been justified, the Association shall pay the entire cost of fees and expenses of the arbitrator.
- (h) The number of days indicated at each level are to be read as working days and should be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent.
- (i) All documents, communications and records dealing with grievances shall be filed separately from the personnel file of the participants.
- (j) It is agreed that each party shall furnish the other with any information in its possession necessary for the processing of any grievance or complaint.

- (k) If a Unit member or a supervisor has a matter that he/she wishes to discuss with the other, he/she is free to do so without recourse to the grievance procedure.
- (l) No grievance shall be adjusted without prior notification to the Association and an opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.
- (m) A grievance may be withdrawn at any level.
- (n) 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.

13.2 Formal Grievance Procedure Form

NAME _____

POSITION _____

DATE OF GRIEVANCE _____

DATE OF FILING _____

NATURE OF GRIEVANCE:

PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:

SIGNATURE _____

DATE RECEIVED BY PRESIDENT _____

DATE OF MEETING WITH GRIEVANT _____

DISPOSITION: _____

DATE _____ SIGNATURE _____

DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES _____

DATE GRIEVANCE ALLOWED _____

DATE OF HEARING _____

DISPOSITION: _____

DATE: _____ SIGNATURE _____

ARTICLE XIV
DURATION OF AGREEMENT

14.1 Duration of Agreement

This Agreement incorporates the entire understanding of the parties on all matters that were or could have been the subject of negotiation and supersedes each and every provision of all prior contracts between the parties. Except as specified, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

This Agreement shall be effective starting July 1, 2023 through June 30, 2026 subject to the following :

- (a) During October 2025, either party may notify the other in writing of its desire to terminate, modify, or supplement this agreement. Within thirty days of such notice, the duly authorized representatives designated by the parties will meet to commence such negotiations.
- (b) Each unit member shall receive the following base salary increases:
 - Effective July 1, 2023, all salaries covered by this agreement shall be increased by 3.5%
 - Effective July 1, 2024, all salaries covered by this agreement shall be increased by 3.5%
 - Effective July 1, 2025, all salaries covered by this agreement shall be increased by 3.5%

APPENDIX B

The following individuals shall be exempt from the provisions of Article VI section 6.4b and shall qualify to receive retirement coverage as provided in Article VI section 6.4a notwithstanding the June 2, 2002 hire date qualification:

Carol Berk

Carol Weinhardt

Kristen Whyte

- (c) Any Association member who teaches under an adjunct contract with the College shall be granted compensation on an overload basis. The overload compensation for credit-bearing courses shall be as negotiated in the faculty contract for 2023 - 2026.

For the College

by Gene Concordia
Gene Concordia, Chairperson, Board of Trustees

by Frederick Keating
Dr. Frederick Keating, President

by Len Daws
Len Daws, Secretary, Board of Trustees

For the Association

by [Signature]
President, RCSJ Directors Association

by [Signature]
Vice President, RCSJ Directors Association

by [Signature]
Secretary, RCSJ Directors Association

DATED 10/17/24

APPENDIX A
SALARY SCHEDULE

Effective July 1, 2023:

	Minimum	Maximum
Director I	\$53,000	\$80,100
Director II	\$54,650	\$81,750
Director III	\$56,300	\$83,400

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.

- (a) Should an employee be promoted from Director I to Director II, he/she shall receive a promotional adjustment of \$ 1,650.00.
- (b) Should an employee be promoted from Director II to Director III, he/she shall receive a promotional adjustment of \$ 1,750.00
- (c) Directors employed at the College prior to July 1, 1983 shall be “grandfathered” at the Senior Director level with no promotional adjustment.
- (d) Senior Directors employed at the College prior to July 1, 1983 shall not be capped at the contractual maximum.