

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

and

The Rowan College of South Jersey  
Gloucester

**Education Association Facilities Group**

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

The Rowan College of South Jersey Educational Association Facilities Group, 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 Educational Association Facilities Group, affiliated with the New Jersey Education Association, on behalf of the Maintenance, Grounds and Custodial Employees of Rowan College of South Jersey, hereinafter called the Facilities 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 Maintenance, Grounds, and Custodial Employees, as the exclusive bargaining agent for employees in the custodian, grounds, and maintenance/fireman categories for the purpose of collective bargaining in respect to wages, terms and conditions of employment.

The term "employees" as used in this agreement shall include all full-time and regular part-time custodian, groundskeeper, grounds/utility, custodian/utility and maintenance/fireman personnel but excluding those employees not specified in the list included in the PERC determination dated September 14, 2001.

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.

1.4 Released Time for Negotiations

When mutually determined negotiation meetings are planned during the working day, one member of the bargaining unit will be granted release time.

**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 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 this 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 Check Off

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 unit 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 Association Treasurer 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 a 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 understanding 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 Safety Conditions

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

2.7 Bulletin Boards

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

2.8 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.

2.9 Elected Association Position

Any one member of this bargaining unit will be granted a one year unpaid leave of absence to serve in an elected or designated NJEA position. Application for such leave must be made at least 45 calendar days prior to the effective date of such leave, and notice of intent to return must be given at least 45 calendar days prior to expected date of return. If notice of intent to return is not received prior to the required date then this shall be understood as resignation.

A maximum total of five (5) unpaid days for convention attendance will be granted each year between July 1 and June 30. No more than one (1) Association member may use part of this total aggregate amount of leave at any one time, and application for such leave must be made at least thirty (30) days prior thereto.

## ARTICLE III

### HOURS AND OVERTIME COMPENSATION

#### 3.1 Work Week

- (a) The standard work week shall be thirty-five (35) hours per week, Monday through Friday, seven working hours per day, five (5) days per week, exclusive of one hour daily for meals. The College shall not be limited by any provision in this agreement from establishing a standard five-day work week other than Monday through Friday.

Staffing of any other shift will be offered by seniority first per job category. In the event no one accepts, the least senior qualified employee per job category will work the required time.

- (b) Unit members will have the option to work a four (4) day, 35 hour per week, summer schedule. Four (4) day summer schedules must be approved by an immediate supervisor and are subject to change to ensure adequate operational coverage. It is further understood that this agreement is in effect only for as long as the Board of Trustees approve four (4) day per week summer schedules.
- (c) All unit members will receive paid time off during Winter Recess without the need to withdraw time from the compensatory time bank.

#### 3.2 Rest Period

All employees will be allowed a fifteen (15) minute break, one in each half of the workday schedule as scheduled by the respective supervisors.

3.3 Notification of Change

The Association shall be notified of any proposed changes in the above 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.

3.4 Overtime Compensation

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.

Compensatory time may be earned and used only with the prior approval of the supervisor. An employee may choose one payout per fiscal year of compensatory hours not to exceed 28 hours.

An employee shall receive a total of 1½ times his or her normal hourly compensation for every hour of work performed in excess of forty (40) hours per week or performed on days other than the employee's assigned workweek. The College shall pay employees who work the standard workweek two times the normal compensation for hours worked Sunday. Individuals who work other than the standard workweek shall receive two times the normal compensation on the seventh consecutive day of work. All work required on Board approved holidays shall be paid holiday pay plus one and one-half (1½) times the regular straight time rate for all hours worked on the holiday.

Whenever an employee is required to work three continuous hours beyond and in addition to his/her regular workday, the College shall provide the employee with a meal. In lieu of a meal, the College may elect to provide the employee with a \$17.50 meal allowance.

### 3.5 Notice for Overtime

If overtime is required, the administration will endeavor to give notice of twenty-four (24) hours of overtime requirements and notice of forty-eight (48) hours of requested holiday overtime. However, such notice shall be at least four (4) hours prior to the commencement of an overtime requirement unless agreed to by the employee. No employee shall be compelled to work overtime on holidays.

### 3.6 Emergency Closing

Full-time employees who are scheduled to work but directed not to report to work due to inclement weather or another emergency situation will be credited with one hour of pay for each hour that he/she is scheduled to work. Employees who are officially dismissed early due to weather or any other situation will be paid for their entire scheduled workday. (Employees who are required to stay will be compensated as described under Section 3.7.) All full-time employees in active pay status shall be paid for the entire day if the college is closed for the entire day.

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

unit member called in for an emergency will be compensated a minimum of 3.5 hours of pay.

### 3.7 Snow Days

On those snow days when unit employees are required for snow removal and all other employees have been excused, then compensatory time shall be scheduled.

All work performed in excess of thirty-five (35) hour 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. An employee shall receive a total of 1 ½ times his or her normal hourly compensation for every hour of work performed in excess of forty (40) hours per week.

### 3.8 Excused for Injury

If any employee is injured in the performance of his/her duties during the course of the work day and requires medical or surgical attention, and is advised by medical personnel or the nurse not to return to work that day, he/she will be paid the balance of the regular work day on which such injury occurs at his/her regular hourly rate.

### 3.9 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.



3.10 Response to Evaluations

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 IV

### SENIORITY

#### 4.1 Definition

Seniority shall be defined as the employee's length of continuous service beginning with original date of reporting to work in the bargaining unit.

#### 4.2 Layoff

- (a) When reducing the work force, the least senior employee within the job category will be given a two (2) week layoff notice (except in the case of an Act of God) and will be placed up for disposition.
- (b) An employee not having sufficient seniority to retain a job within his/her job category will be permitted to displace the least senior employee in another job category, seniority permitting, providing the employee can fulfill the requirements of the job.
- (c) An employee not fulfilling the requirements of the job as outlined in above paragraph B will then be laid off and placed on recall list.

#### 4.3 Reduction in Force

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 90 days before the date of layoff. 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.

#### 4.4 Recall

All employees shall be notified by certified mail, directed to the address of the employee as stated in the College records, to return to work and be allowed five (5) work days in which to report to work after such notice before any loss of seniority occurs.

Employees on layoff shall be recalled to work prior to the Board's hiring new employees for the jobs open by the layoffs. Employees hired after November, 1989 shall be eligible for recall when on layoff for a period equal to one (1) month for each two (2) months of employment but not to exceed a total of eighteen (18) months.

#### 4.5 Seniority for Association Officers

All Association officers employed at Rowan College of South Jersey shall be deemed to have super seniority insofar as layoffs are concerned during the term of office to which they are elected. They will be returned to their regular standing on the seniority list upon termination of office.

#### 4.6 Termination

Seniority shall cease upon voluntary termination, discharge for just cause, or failure to return to work when recalled. The Association President shall be notified immediately of all discharges.

4.7 Military Leave

All military leaves shall be dealt with in accordance with applicable Federal and Local regulations.

4.8 Family Leave and Medical Leave

Eligible employees may be entitled to unpaid leave for their own serious health condition, their 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 leaves 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.

4.9 Child Rearing Leave

The College will provide child rearing leave concurrent with the federal and state family leave programs so that an employee may receive a maximum of one year of unpaid leave for the care of a newborn child under one-hundred-twenty (120) days of age at the time the leave commences (or for an adopted child less than five years of age). Employee benefits will be provided during the time that an employee is covered under the provisions of the federal and state leave programs; thereafter, all benefits and employee seniority will be frozen for the duration of the leave period.

**ARTICLE V**  
**EMPLOYEE BENEFITS**

5.1 Annual Vacation

- (a) Employees shall receive ten (10) working days vacation for the first year of employment, earned at the rate of one day per month commencing with the third month. After the first full year up to five (5) full years of service, the employee will receive twelve (12) working days vacation per year earned at the rate of one (1) day per month. Commencing with the sixth (6th) year of service, the employee will receive fifteen (15) working day vacation per year earned at the rate of one and one-quarter (1.25) days per month. Employees who have completed at least 10 years of service shall receive the following vacation entitlement earned pro rata:

<u>Years Completed Service</u>	<u># Days Vacation</u>
10	17 earned at the rated of 1.42 days per month
11	18 earned at the rated of 1.50 days per month
12	19 earned at the rated of 1.58 days per month
13	20 earned at the rated of 1.66 days per month
14 and over	21 earned at the rated of 1.75 days per month

- (b) 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. Vacation schedules are the responsibility of the supervisor and should be so arranged that efficiency of the office and the College may be maintained. Seniority will be given consideration in the arrangement of vacation schedules.

- (c) 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.

## 5.2 Sick Leave

Full-time employees in paid status shall earn one sick day per month, up to a maximum of twelve days per year. If an employee separates employment, he/she will only be credited with the days earned through the separation date.

Sick leave is subject to medical verification if requested by Human Resources.

Sick leave will be credited to the employee on a pro-rated basis from the time of employment for those starting other than the start of the college fiscal year. All unit members will continue to accrue sick leave without limit.

## 5.3 Bereavement

A paid bereavement leave of five (5) days maximum will be allowed for each death in the immediate family. Immediate family shall mean: 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

take 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.

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.

#### 5.4 Holidays

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

#### 5.5 Medical Insurance

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

#### 5.6 Insurance Carrier(s)

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 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 self-insure.

#### 5.7 Dental Insurance

Dental insurance will be provided to each unit member at his/her appropriate level of coverage (e.g., single, couple, parent/child or family coverage) through Delta Dental or a like dental provider. Should a unit member individually elect to expand or increase coverage beyond the coverage levels in place as of 6/30/01, then the unit member will be responsible for any additional cost of the expanded or additional coverage through an employee payroll deduction.

#### 5.8 Retiree Coverage

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, 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.

All unit members hired after June 5, 2002, shall receive the following upon retirement:

- (a) 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.
- (b) 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.

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 the 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.)**

## 5.9 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.

#### 5.10 Personal Leave

Employees 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.

#### 5.11 Jury Duty

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

#### 5.12 Uniforms

The College shall provide uniforms (shirts and trousers) to each unit member after a ninety (90) day probationary period. Such uniforms shall be maintained by vendor service selected at College discretion, at no cost to the employee.

5.13 Notice of Leave Balance

Employees shall be given a written accounting of sick leave days and vacation days no later than May 1 of each year.

5.14 Tuition and Certification Reimbursement

The Board of Trustees shall authorize payment to unit members for up to 12 credits of under-graduate study in the unit member's field of work per fiscal year (July 1 to June 30). Payment shall be made subject to the following conditions:

(a) Courses must be submitted at least ten (10) days prior to matriculation in such course(s) and are subject to approval by the President or his designee.

(b) Reimbursement will be on a per credit basis at a rate not to exceed the Rutgers undergraduate rate and will be contingent upon the successful completion of course work with a grade of "C" or better or "B" or better for graduate level courses.

(c) Nothing herein precludes approval by the President or his/her designee of beneficial graduate courses.

(d) Certification Reimbursement

Unit members will be reimbursed for successfully completing and obtaining certification that directly benefits the unit member and the College in his or her performance of the job. Prior to enrolling the unit member must obtain approval from the College.

(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.

5.14 Health Reimbursement Arrangement

Effective on the dates listed below, the College will contribute the following amounts as 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

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 VI**  
**RETIREMENT COMPENSATION**

6.1 **Sick Payout**

Sick leave balances shall be paid upon retirement at a rate of \$67 per day for each accumulated sick 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 retires under the New Jersey Public Employees Retirement System.
- (a) If the years of an employee's active College service is 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 exception for the proration under section 6.2 above is if the employee is retiring at age 62 or older with 15 or more years of active College service. In this circumstance, the employee will receive the full retirement compensation as calculated under section 6.1.
- (c) The employee may elect to defer the retirement compensation up to 12 months from the date of retirement.

(d) This benefit is limited to a maximum of \$15,000 for those employees covered under this contract, with the following exceptions:

1. 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.
2. The College shall provide written confirmation of the accrued sick leave balance as of June 30, 2017 to each unit member and to the Association on or before September 1, 2017.

#### 6.2 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 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.

#### 6.3 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 VI section 6.1.

Vacation payouts will be paid to his/her estate per the provisions outlined in Article V section 5.1.c.

**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 Base Rate of Pay

The base hourly rate for all association 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

A member must be on the College's full-time employee payroll as of July 1 to be eligible for the annual increase specified above.

8.2 Minimum and Maximum Rates of Pay

The following levels shall be established as hiring hourly rates of pay and maximum base salaries for unit members:

8.3 Hourly Hiring Rates of Pay

Effective July 1, 2023:

	Minimum
Custodian	\$16.50
Grounds	\$16.50
Custodian/Utility	\$16.50
Maintenance Mechanic	\$19.00

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.

8.4 Promotional Factor

- (a) Custodial employee who obtains a black seal license shall be promoted to the Custodial/Utility position providing the employee can fulfill the requirements of the job.
- (b) The promotional factor for employees moving from one level to another shall be the differential between the 2023 minimum salaries for each level.

8.5 Shift Differential

There shall be a shift differential for employees who work the second shift or on a daily shift other than Monday through Friday as follows:

2023-2026: \$0.75/ hour

There shall be shift differential for employees who work the third shift as follows:

2023-2026: \$1.50/ hour

Lead Rate

\$1.75 per hour for the unit members designated as Leads.

8.6 Black Seal License for Custodians

Any unit member who obtains or holds a black seal license shall receive a one-time increase added to the unit member's base salary.

2023-2026: \$1.00/ hour

8.7 Additional Skills Attainment Award

A unit member may be eligible to receive a one-time \$.50 per hour increase upon successfully completing a pre-approved trade certificate program.

Forklift

HVAC

Plumbing

Carpentry

Electric

Those employees who completed their forklift certification on April 14, 2023 and May 31, 2023 shall receive a \$0.25 per hour retroactive payment to the date of certification.

Shawn Allen

Scott Alscher

George Gaines

David MacFerren

Derek Mecke

William Sikes

Zachery Ward

8.8 Vacancies

If a job opening occurs within the bargaining unit, then the appointment shall be given to the most senior employee who bids, if such senior employee meets established qualifications for the vacant position. The College may require a transition period to effect this new assignment to ensure appropriate coverage during weekend periods.



8.9 New Employees

New employees will be hired at the minimum salary in the given classification. Both parties agree that the College may hire above the minimum pay rate but below the lowest pay rate of an employee in the classification. The probationary period for new employees shall be 90 days.

8.10 Job Descriptions

- (a) Job duties and job classifications will be established by management.
- (b) Any new or revised job description will be presented to the Association five (5) working days before they are made effective.
- (c) Changes in terms and conditions of employment or establishment of new or additional functions shall be first negotiated with the Association in accordance with Chapter 123, P.L. 1974.
- (d) The College shall evaluate all employees with Black Seal licenses within twelve months of the enactment of this contract to determine if any employee should be reclassified to the Maintenance/Fireman position. These reclassifications shall occur without regard to seniority, however shift seniority shall still apply in cases where positions are reclassified.

8.11 Make-Up Days

Days of normal work which are proposed for closing (of the College) shall first be advised

to the Association at least thirty (30) calendar days in advance and representatives of the Board and Association shall meet at a time of mutual convenience to resolve a method(s) to make up such time.

**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 from the date of signing 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  
Gene Concordia, Chairperson, Board of Trustees

by Muhella P Capanna  
President, RCSJ Facilities Association

by Frederick Keating  
Dr. Frederick Keating, President

by Len Daws  
Len Daws, Secretary, Board of Trustees

DATED 10/17/24

