

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

and

The Rowan College of South Jersey
Gloucester

Faculty 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 Law 1974 of the State of New Jersey

and

The Rowan College of South Jersey Faculty Association which is affiliated with the New Jersey Education Association/ National Education Association.

This Agreement entered into this July 1, 2023 by and between the Board of Trustees of Rowan College of South Jersey, hereinafter called the Board, and the Rowan College of South Jersey-Gloucester Faculty Association/ NJEA, hereinafter called the Association, represents a complete agreement between the parties, and provides that:

ARTICLE I
GENERAL CONDITIONS

1.1 **Board Recognition**

The Board hereby recognizes the Association as the sole and exclusive negotiation representative for all Rowan College of South Jersey-Gloucester bargaining unit members, including full-time teaching staff, Counselors/Advisors, instructional technology coordinator, College nurse and librarians, but excluding the President, Vice Presidents, Executive Directors, Deans, Associate Deans, Assistant Deans, Directors, Chairpersons, and any faculty member while engaged in service specifically applicable to the Division of Lifelong Learning (except when a credit course(s) comprises part of a unit member's basic load or overload in which case, such services shall be covered by the contract) and such professional personnel who are or become responsible for supervisory or evaluative duties with respect to other professional personnel. The term "unit member" when used here and after in this Agreement, shall refer to all members of the designated bargaining unit. To the extent required by statutes, there shall be no discrimination by either the Board or the Association based upon race, creed, color, national origin, ancestry, age, gender, marital status, familial status, religion, affectional or sexual orientation, atypical hereditary cellular blood trait, genetic information, liability for service in the Armed Forces of the United States, disability or political affiliation.

1.2 **Contrary To Law**

If any provision of this Agreement or any application of the Agreement to any unit member or group of unit members 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 Association, and if ratified by both parties, become part of the Agreement.

1.4 Released Time for Negotiations

When mutually determined negotiation meetings are planned during instructional hours, not more than four members of the Association Negotiations Team may be granted released time.

1.5 Budget Information

In order for the Association to represent unit members, the Board will provide via hard copy and electronic format when available to the Association upon written request:

- (a) The number of unit members within each salary schedule classification and their appropriate salaries; and.
- (b) Other reports within the public domain.

1.6 Selection of Negotiators

Neither party in any negotiations 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

This Agreement shall be posted on the College portal for distribution to all unit members now employed or hereafter employed, upon notice of appointment for the duration of this Agreement. The Board will supply twenty-five copies to the Association and a copy on electronic media. Candidates for employment who have been offered a position by the Board will be directed to the portal for a copy of the Agreement between the College and the Rowan College of South Jersey-Gloucester Faculty Association along with their contract of employment.

ARTICLE II
RIGHTS OF PARTIES

2.1 **Right to Organize**

Nothing contained herein shall be construed to deny or restrict the rights of unit 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 Association.

2.2 **Right to Negotiate**

Unit members as described in Article I have the right to freely organize, join and support the Association for the purpose of engaging in collective negotiation and other concerted activities for mutual aid and protection or to refrain from same.

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. The College shall provide a single faculty office to be used by the President of the Association. No charge shall be made for the Association's use of College facilities.

2.4 Use of Facilities and Equipment

At the convenience of the President of the College or his/her designees, the Association may use College facilities and equipment. No equipment shall be removed from the premises without written permission. Payment shall be made for any expendable supplies used for Association purposes, and the Association shall be liable for damage to any equipment used for said purposes. A request of the Association shall be not unreasonably denied.

2.5 Posting of Association Notices

The Association shall be assigned a bulletin board for its sole use. The Association shall be permitted to use College mail facilities for the distribution of communications within the College.

2.6 Continuing Consultation Clause

A committee of three administrators comprising the President of the College (or his/her designee) and two other College administrators appointed by the President of the College, and three representatives of the Association comprising the President of the Association (or his/her designee) and two other members of the Association appointed by the President of the Association, will meet 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. Initiation can be made by either party requesting a date(s) convenient to both parties and such letter of initiation shall suggest agenda items for discussion. The responding party may also suggest additional items for inclusion in the agenda and/or alternate dates.

2.7 Representation Fee for Non-Members

- (a) In the case of newly hired employees, deduction of representation dues will begin with the next paycheck following submission of a signed membership form or, in lieu thereof, with the next paycheck following a written request by the union 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.
- (c) 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. In the event that a challenge is filed, the deductions of the representation fee shall be held in escrow by the Board pending a final resolution of the challenge.
- (d) 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 reliance on any list, notice or assignment furnished under this contract.

2.8 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, regulations, and the Constitution of the State of New Jersey and of the United States.

ARTICLE III

FACULTY ASSIGNMENTS AND RESPONSIBILITIES

3.1 Academic Year Calendar

The President shall prepare a tentative academic year calendar (July 1st – June 30th) and submit a copy thereof to the Association at least eight (8) weeks prior to submission to the Board. Within two weeks, the Faculty Association shall submit in writing its comments and recommendations to the President. The President and the Board shall consider such comments and recommendations before the Board adopts the calendar. No changes (other than emergencies) shall be made in the current semester system without first consulting with the Association.

3.2 Working Hours

- (a) The basic load assignment of any teaching member shall span no more than eight and one-half (8 ½) hours from the beginning of the first class to end of the last class in the same day, and no more than five consecutive days per week. Current block schedules will be made available to the Association President or his/her designee for examination.
- (b) The normal work week will be Monday through Friday, except when weekend assignments are necessary to complete the teaching member's basic load. In this case, the work load shall span no more than five consecutive days. Any extension of this time will be by mutual agreement of the teaching member concerned and the College administration. Nothing herein precludes some teaching members being scheduled less than five days.

- (c) An overload is not a part of the basic load.
- (d) In the event that all campus-based classes are canceled for any emergency, no unit member who is scheduled for on-campus assignment is required to work for the duration of said cancellation. In addition, in the event that any off-campus facility to which an employee is assigned is declared officially closed for any emergency, no unit member who is assigned to such facility will be required to work for the duration of said cancellation. No unit members shall be required to make up or apply accrued compensatory time toward any working hour deficits resulting from College-designated closures.

3.3 Faculty Teaching Assignments

- (a) The assigned base load shall be fifteen contact hours per semester where credit hours are equal to contact hours
- (b) The assigned base load shall be no more than eighteen contact hours per semester where credit hours are less than contact hours (Physical Education is to be excepted from this provision.)
- (c) A faculty member will be permitted to teach standard overload not to exceed twelve (12) contact hours per semester (Fall-Spring-Summer). Any unit member assigned to teach courses in excess of base load may designate which of those courses will be treated as base load, so long as the courses for base load fall within the definition of Working Hours in Section 3.2. In no case will teaching faculty members be assigned non-teaching responsibilities in base load without the consent of the individual faculty member. Where faculty members request the

assignment of non-teaching responsibilities in lieu of base load, and the administration agrees, the Association President will be notified and his/her concurrence obtained prior to the effective date of the assignment.

- (d) Any faculty member who teaches a part of his/her base load in lab-oriented courses shall have a base load between fifteen and eighteen contact hours per semester per the following formula. The above-noted provision does not apply to Nursing/Allied Health courses.

Course Credit=	Contact	Contact Differential	Adjusted Base Load*
	15	0	15
	14	1	15.2
	13	2	15.4
	12	3	15.6
	11	4	15.8
	10	5	16
	9	6	16.2
	8	7	16.4
	7	8	16.6
	6	9	16.8
	5	10	17
	4	11	17.2
	3	12	17.4
	2	13	17.6
	1	14	17.8
	0	15	18

* Lecture courses within the basic load arrangement will be tallied first when computing the adjusted base load.

- (e) In this section and throughout the contract, the term “working day” shall refer to any normal workday (Monday through Friday) that the college is open for business. Working day shall exclude any day that the college is scheduled to be

closed per the academic calendar adopted by the Board of Trustees or any day that the College is closed for emergency purposes.

- (f) A faculty member will be permitted to teach standard overload not to exceed twelve (12) contact hours per semester excluding Academic Advisement, Program Coordinating and Co-op/Independent Study. Overload assignments made prior to pre-registration shall be reviewed by the Dean. Overload assignments made after pre-registration by the appropriate Dean shall be made on a fair and equitable basis. Full-time teaching faculty members shall be given first consideration to all “standard overloads”. The usual maximum for a summer session courses shall be the standard overload.
- (g) The Association President shall be given the opportunity to review and raise exception to the tentative faculty teaching assignment and overload lists prior to the beginning of each semester or session. It is expressly understood that final determination concerning teaching assignment and appointment to overload resides with the employer provided that the expressed provisions of the contract are not violated. When the master schedule is published, a copy will be supplied to the Association President.
- (h) Acknowledging that innovation and change may require modification of work requirements, then in accordance with the provisions of Chapter 303, Public Law of New Jersey, 1968, and including Chapter 123, Public Law, 1974, State of New Jersey, the following procedure shall be used for determining the appropriate compensation for those faculty members represented by the Association:

1. At least twenty (20) working days prior to the change, the Association shall be notified in writing. Within ten (10) working days of the time of such notice the Association President may request in writing a meeting with the College Representatives. This request shall be addressed to the President of the College.
2. Within five (5) working days of receipt of such a request a meeting will be scheduled at mutual convenience between members of the Association and representatives for the College.
3. At this meeting, which is to be in session for normally no more than two hours duration, negotiations will be concerned with appropriate compensation and work requirements. The Association and College Representatives shall supply the other party with relevant data.
4. If mutual agreement is not reached at this negotiation session then the Association shall submit a final offer in writing within five (5) working days to the President.
5. Rejection or acceptance of the Association's final offer by the President shall be in writing within five (5) working days. Rejection shall mean that a member of the bargaining unit will not be required to work any additional time.
6. Failure by the Association to adhere to the time specifications in subparagraphs (1) shall mean waiver of further claim, and failure by the

President (or his/her designee) to adhere to the time requirement in paragraph (5) shall mean acceptance of the Association's final offer.

3.4 Student Ratio

The College shall continue to use educationally sound principles in determining the maximum number of students per course section. The maximum class size for online instruction shall be defined as 75% of the maximum enrollment in a face-to-face section of that course for that semester plus two (2) additional students, or 23 students, whichever is greater.

3.5 Working Hours Non-Teaching Unit Members

The usual work week for librarians, instructional technology personnel, Counselors/Advisors, and College nurse shall be thirty-five hours (35) hours per week, exclusive of one-hour per day for meals.

3.6 Consultation Hours

- (a) Each member of the teaching staff shall maintain at least five hours per week for consultation with students. Such hours shall be in addition to his/her scheduled classes.
- (b) Students may make consultation appointments with the faculty member or his/her secretary.
- (c) All office schedules for faculty members for consultation (including off-campus office hours) shall be subject to the approval of the Chief Academic Officer.

Office hours shall not be scheduled on a total of less than 3 days and no office hours shall be less than 15 minutes duration.

3.7 Field Trips and Authorized Off-Campus Assignments

- (a) A field trip shall be defined as any educational activity, approved by the President or his/her designee. Mileage reimbursement shall be “clocked” from approved point of origin to the approved point of conclusion. The College shall make every effort to supply transportation for all such field trips. If the College requests that the unit member use his/her own transportation and the unit member agrees, he or she shall be reimbursed at the 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.
- (b) If a unit member is required to or receives approval to make a trip on College business, he or she shall be reimbursed for the most convenient and economical mode of transportation or the above specified auto mileage reimbursement.
- (c) Unit members will be compensated at IRS “standard mileage rate” for travel to and from off-campus assignments in excess of the mileage required for a round trip to the College from their homes.

3.8 Attendance at College Functions

Attendance by unit members at commencement is mandatory, and attendance at a reasonable number of other College functions is encouraged. Each Faculty member shall

attend the first meeting of her/his respective Academic Division during the Fall and Spring semesters provided that:

- (a) The division meeting is scheduled on the same day when the affected Faculty member is scheduled to teach one or more face-to-face classes on campus; and,
- (b) The above-referenced class period(s) does/do not conflict with the division meeting's scheduled time period.

It is understood that the above-referenced division meeting shall extend for a period not to exceed one (1) hour. The College will furnish academic attire when needed, at no cost to the unit member.

3.9 Textbooks and Other Teaching Materials

The appropriate administrator shall secure requests for textbooks and teaching materials from unit members and forward the recommendations to the President or his/her designated representative.

3.10 Faculty Schedules

Master schedules and individual assignments shall reside with the Chief Academic Officer cooperating with the appropriate administrator. Announcement of a tentative master schedule will be made to the faculty prior to posting and the appropriate administrator shall provide to each unit member within his/her area a scheduling preference form. Conflicts in schedule preference will be resolved by the appropriate administrator in consultation with the affected unit member(s). If and when changes in

the tentative master schedule are necessitated, the Association President will be notified. Thereafter it will be the responsibility of the unit member to consult with the appropriate administrator as to the pending schedule changes.

3.11 Course Preparation

Teaching members will normally have no more than three different course preparations each semester, unless specifically requested by the member. Where the nature of course offerings and the number of available full-time teaching unit members within the Division prevents the accomplishment of these course preparation guidelines, courses shall be assigned so as to accomplish a minimum number of preparations per unit member.

3.12 Academic Freedom

The Board and Association subscribe to the following statement on academic freedom:

- (a) Any unit member is entitled to full freedom in research and in the publication of the results, subject to the satisfactory performance of his or her employment duties.
- (b) Any unit member is entitled to freedom of discussion in the performance of his or her faculty responsibilities and in the classroom, provided the discussion is relevant to the course.
- (c) The unit member is a citizen, a member of a learned profession, and an employee of an educational institution. When he or she speaks or writes as a citizen, or exercises his or her legal or constitutional rights, he or she shall be free from

institutional censorship or discipline. However, in his or her extramural utterances, he or she has an obligation not to permit the implication that he or she is an institutional spokesperson.

3.13 Faculty Handbook

The Faculty Handbook will not conflict with the terms and conditions specified in this Agreement and nothing herein precludes a faculty member from submitting suggestions.

3.14 Technology Changes

Each faculty member shall be notified of any technology changes that affect his/her technology-oriented classrooms or work environment. When possible, the classroom and work environment will be standardized and remain static for the academic year.

3.15 Health/Safety/Ergonomics Committee

A Health/Safety/Ergonomics (HSE) Committee will be established consisting of three (3) members appointed by the Association and three (3) members appointed by the College. The Committee may consist of additional members by mutual agreement of the Association and the College. The mission of the HSE Committee is to develop recommendations regarding the proper use of Personal Computers. These recommendations may include, but are not limited to the use of Video Display Terminals, Personal Computers, peripheral equipment, furniture, lighting, noise, maintenance and training issues of ergonomics.

ARTICLE IV
PERSONNEL FILES

4.1 Personnel Files

- (a) The College shall maintain a Personnel File on each unit member which shall include, but not be limited to, the following:
1. Personnel information;
 2. 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.
 3. Records generated by the College;
 4. Job description;
 5. Information indicating special achievements, research, performance and contributions of an academic, professional, or civic nature.
- (b) At his or her request, the unit member may examine his or her file, referred to in 4.1(a) and photocopy anything therein at a time mutually convenient to the appropriate administrator and the unit member, within five working days of the initial request.
- (c) Human Resources will be responsible for the safekeeping of the Personnel Files.
- (d) Unit members shall be shown any material to be placed in their file and shall acknowledge by signature having seen such. 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 thirty (30) school days after reviewing such material. Material not so treated shall be removed from the file at the unit member's request or it shall have no force and effect.

- (e) Material not in the file may not be used against the unit member.
- (f) Personnel files will continue to be available to the appropriate administrative personnel and board members when matters of promotion, retention and faculty performance are under discussion.
- (g) If the College requires more than the initial copies of a unit member's transcript(s) or record(s), the request and cost shall be generated and paid by the College. The unit member concerned shall sign such authorization(s) as may be necessary.

ARTICLE V

CONTRACTS, DISMISSALS AND VACANCIES

5.1 Contracts, Dismissals and Vacancies

- (a) When the Board of Trustees does not intend to reappoint a non-tenured unit member, notice of such non-reappointment shall be given in writing not later than February 10th of the first and second academic years of service, and not later than December 10th of the third, fourth and fifth years of academic service.
- (b) Each non-tenured unit member shall be notified regarding contract status as indicated in 5.1 supra. Such contract shall contain a clause authorizing the unit member concerned or the Board of Trustees to be released from the said contract with 30 days notice to the other party, with salary pro-rated to the date of termination.
- (c) A non-tenured faculty member's non-renewal may only be for just cause. If the cause is questioned the matter shall be processed through the grievance procedure except that the Board of Trustees shall act as Arbitrator in the final and binding step.
- (d) Unit members will be advised via College e-mail of newly created full-time and part-time administrative and supervisory positions and full-time faculty positions before public announcement is made.

5.2 Reduction in Force

In the event of a reduction in force, the College and the Association agree that the provisions of N.J.A.C. 9A:7-2 will apply.

- (a) Notification: After formal Board of Trustee action implementing a reduction in force, the President shall give written notification to each employee. Each employee scheduled to be laid off will receive notification of such fact one hundred and eighty (180) calendar days before implementation of the layoff.
- (b) Salary and fringe benefits: The employee shall remain on the College's payroll prior to the implementation of the layoff and shall receive his/her full salary and employee fringe benefits during this period.
- (c) The employees shall be compensated for all unused vacation days in accordance with section 13.3 of this contract.
- (d) Retirement in lieu of layoff: Any unit member eligible for retirement may retire in lieu of a layoff. He/she will be entitled to receive all retiree benefits consistent with Articles VIII and XIV of this contract.
- (e) Continued part-time employment: A unit member discharged under the provisions of this section may be permitted to teach on an adjunct basis or may be permitted to perform other part-time college jobs to which he/she previously had been assigned. The prevailing rate of overload pay or part-time compensation will apply.
- (f) Right to be rehired: A unit member laid off under the reduction in force will retain the right of first re-hire should the position become available within five years of the layoff.

ARTICLE VI

RECOMMENDATIONS FOR PROMOTION

6.1 Faculty Promotions Committee

By January 1 of each year a Faculty Association Promotions Committee shall be formed. The Committee shall be comprised of four members from the Faculty Association elected by the Association and four members from among the administrators appointed by the President of the College. The Committee shall meet on or before February 1st of each year to consider and by majority vote recommend to the President candidates assessed as qualified and worthy for promotion in academic rank or level including, as appropriate, those candidates whose distinguished contributions to the College make them worthy to have rank or level guidelines waived.

The President shall transmit his/her recommendations regarding candidates for promotion to the Board of Trustees. The transmittal of the Presidential recommendations shall also include a copy of any promotional recommendations from the Faculty Association Promotions Committee. Association members desiring to be considered for a promotion shall make application to the Faculty Association Promotions Committee. Initiation of recommendations for promotion may also emanate from the President.

6.2 Criteria for Promotion

The personal qualities to be considered in evaluating members of the Faculty Association for promotion, level and academic rank are:

- (a) Teaching effectiveness (Faculty) or Advising Effectiveness (Advisors)
- (b) Departmental/Institutional Service
- (c) Administrative Effectiveness

- (d) Scholarly Achievement
- (e) Professional Growth
- (f) Relevant Community Service

Non-tenured faculty members shall be promoted to the next academic rank effective upon the date of tenure conferral, per the provisions set forth in Appendix A. Advisors shall receive a \$1,500 promotion factor added to base salary upon promotion.

ARTICLE VII

GUIDELINES FOR QUALIFICATIONS FOR FACULTY/ ADVISOR RANK

RANK	EDUCATION
Advisor/Counselor	B.A., B.S., or equivalent.
Instructor I	Master's Degree or equivalent in special fields.
Assistant Professor	Master's Degree plus 15 acceptable graduate credits or equivalent in special fields.
Associate Professor	Master's Degree plus 30 acceptable graduate credits or equivalent in special fields.
Professor	Doctorate or equivalent or Master's Degree with all work completed for Doctorate with exception of dissertation.

For further clarification:

- (a) Advisors/Counselors shall be classified according to two levels; Advisor/Counselor and Senior Advisor/Counselor. It will be highly desirable to have had a minimum of two years of experience in the Student Advisement or related field for the rank of Advisor/Counselor.
- (b) To be eligible for the rank of Senior Advisor/Counselor, a candidate should have had at least two years of experience in the Student Advisement or related field.
- (c) To be eligible for the rank of Instructor I, a candidate should have had at least two years teaching experience or equivalent in related experience. To be eligible for

the Assistant Professor rank, a candidate should have had at least four years of teaching or equivalent experience. To be eligible for the Associate Professor rank, a candidate should have had at least six years of teaching or equivalent experience; and those eligible for the rank of Professor must have had at least eight years of teaching or equivalent experience.

- (d) The Board of Trustees, upon recommendation of the President, may grant recognition along with applicable rank increment and promotion factor, to any Faculty Association member who has made distinguished contributions to the College. Such recognition, applicable rank increment and promotion factor, may be extended to Faculty members holding the rank of full professor. Because of these contributions, rank/level guidelines may be waived by the Board of Trustees.
- (e) Unit members may be employed at salaries higher than the minimum salary. Such appointments will be made by the Board of Trustees upon the recommendation of the President.
- (f) A candidate is not automatically entitled to placement in the top rank/level for which his/her academic and experience credits make him/her eligible. The President may recommend employment at any rank/level at or below the level of the noted qualifications.
- (g) Faculty Association members will not be automatically moved into the next rank/level when the guidelines for that rank/ level are satisfied. Movement from one rank/level to another is by promotion only. Not more than 30% of the faculty

may hold the rank of Professor, and not more than 60% may hold the ranks of Professor and Associate Professor.

ARTICLE VIII

HEALTH INSURANCE BENEFITS

8.1 Medical Insurance

The College shall continue participation in the New Jersey State Health Benefits Plan for both health and prescription drug coverage. Under the New Jersey State Health Benefits Program, all current employees 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). All future bargaining unit members will be eligible for enrollment in the State Health Benefits Program in accordance with the State's enrollment requirements. 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.

8.2 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.

8.3 Insurance Carriers

Upon written request of the Board, the parties agree to promptly enter into negotiations during the term of the Agreement concerning the change of insurance plan(s) and/or carriers and/or self insurance. In the event there is no agreement on a change(s) to provide substantially similar benefits, either party may invoke mediation and/or fact-finding through the Public Employment Relations Commission. The parties agree that any change through the aforementioned processes will not include compensation for a less expensive plan(s).

8.4 Retiree Coverage

(a) All unit members and his/her spouse covered by this Agreement, **who retired prior to July 1, 1987** from the College, shall be eligible for all health insurance coverage currently in force at the unit member's (or spouse's) expense and at no cost to the College. **Commencing July 1, 1987**, retirees (as defined in Article 14.1) shall be provided insurance coverage at the Board of Trustees expense as stated hereinafter. Such retirement benefit shall be operative with the effective date of reception of NJ retirement pension benefits or TIAA/CREF using the same standards.

1. July 1, 1987 - single coverage basic health insurance.
2. July 1, 1987 - single coverage prescription insurance.
3. July 1, 1988 - single coverage dental insurance.
4. July 1, 1990 - retiree and spousal coverage for basic health insurance, prescription and dental.

- (b) All unit members hired before May 2, 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.
- (c) All unit members hired after May 1, 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.

- (d) 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.

8.5 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 IX

UNIT MEMBER SALARIES AND DEDUCTIONS

9.1 Salary

- (a) The salary of ten-month unit members shall be paid bi-weekly for a period of ten months or twelve months, at the option of the unit member.
1. Supplemental contracts more than five (5) weeks in duration shall be paid biweekly for the period of the contract commencing with the fall 2002 semester.
 2. All other supplemental contracts (5 weeks or less) shall be paid at the end of service.
 3. Reimbursement for summer contracts shall be prorated at the unit members rate of compensation. All summer contracts that span the change of contract year shall be prorated at the new rate as of July 1st.
- (b) Ten-month non-teaching unit members shall receive the same salaries for an academic year of 10 months as do other 10-month unit members in the same ranks. Separate contracts for the summer session may be awarded. Reimbursement for such summer service shall be pro-rata at the unit member's base salary for the succeeding academic year. New rates shall be applicable on July 1st.
- (c) The salary schedules and overload rate for 10-month unit members for the academic years 2023-2026 are incorporated as Appendix A.

- (d) For the academic years 2023-2026 the salary increase for the 12-month employees shall be the same percentage as the increase granted 10-month faculty members in the same rank, excluding promotions for each of those years.

9.2 Requests for Deductions

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

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

ARTICLE X
PAID LEAVES OF ABSENCE

10.1 **Sick Leave**

Full-time unit members, steadily employed by the Board of Trustees, shall be allowed sick leave with full pay for a period of ten working days in any academic year.

Twelve-month employees shall be allowed two additional days per year. 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. Up to ten days accumulated sick leave may be transferred from immediate previous educational employment. All unit members will continue to accrue sick leave without limit.

10.2 **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.

10.3 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.

- (a) The above-noted days may be used for any reason.
- (b) In cases where there is a life-threatening illness of a unit member's spouse, child or parent, a maximum of six (6) personal days may be utilized provided such illness is certified by an attending physician and further provided that the unit member has unused personal leave days from the prior three years.

10.4 Sabbatical Leaves

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

- (a) A faculty member will be eligible for sabbatical after completion of seven years of 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 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. Upon request of the Association President, the President of the College will provide a list of applications and the results of

his/her assessment of the applications. 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) Sabbatical leaves are not subject to the grievance procedure of this Agreement.
- (g) 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.

ARTICLE XI
UNPAID LEAVES OF ABSENCE

11.1 Applications for Unpaid Leave

Applications for unpaid leaves of absence, other than child rearing, must be made in writing no less than ninety (90) days prior to the effective date of such leave; notice to return must be made in writing less than one semester prior to the date of return.

11.2 Family Leave

Family leave will be granted to all eligible employees consistent with the federal and state family leave statutes and regulations. Employee benefits will continue as required by federal and/or state statute during this period.

11.3 Child Rearing Leave

Unit members of either sex shall be granted unpaid leave of absence concurrent with federal and state family leave programs in child rearing leave. A unit member may receive up to one (1) year for 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 (5) years of age) provided that where possible at least sixty (60) days prior written notice is given the College. Unit members granted such leave must return at the start of the next work year. During such leave benefits shall be frozen.

11.4 Family Illness

Employees may be absent from work due to the serious illness or injury of an immediate family member (father, mother, spouse, children) or a contagious illness among any member residing in the employee's household. Such time may be charged against a

member's sick time. Employees also may use federal or state family leave programs to care for eligible family members should sick leave be exhausted.

11.5 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.

11.6 Leave for Professional Services

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

11.7 Leave for Advanced Study

Leave for advanced study in the unit member's discipline shall be granted for one year. This leave shall be creditable for College seniority.

11.8 Leave for Fulbright or Exchange Teaching

Leave for one year will be granted to any unit member upon application for the purpose of participating in a Fulbright or other educational exchange program. This leave shall be creditable for College seniority.

11.9 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.

ARTICLE XII
FACULTY PRIVILEGES

12.1 **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.

12.2 Early Childhood Education Center

Unit members will be granted the privilege to utilize 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.

12.3 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 days prior to matriculation in such course(s) and are subject to approval by the President of the College or his/her designee.
- (b) Upon successful completion of graduate course work, reimbursement will be made up to the prevailing Rutgers graduate liberal arts rate on a per credit basis. Unit members shall be eligible for reimbursement up to 12 credit hours per fiscal year (July 1 to June 30).

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

12.4 Parking

A reserved parking area for unit members shall be provided.

12.5 Access to Student Database

Each unit member shall have access to the College's student database for directory information and academic information regarding current or former students.

12.6 College ID

Each unit member (active or retired) shall be issued a College ID at his/her request.

12.7 College Mini-Grants

Subject to availability of funds as determined by the College, an annual fund of \$6,000 shall be established to fund the development of specific innovative projects. The

maximum grant to a faculty member for a single project shall be two thousand dollars (\$2,000). The nature of the projects shall be determined by the College. The processing of the proposals submitted shall be through a union committee. The committee shall recommend awards to the President who will forward his/her recommendation to the Board of Trustees for approval.

12.8 Privileges During Leave

All faculty privileges in Article 12 are continued in force during periods of both approved paid and unpaid leaves.

ARTICLE XIII

VACATION FOR TWELVE-MONTH MEMBERS

13.1 Vacation

Each unit member shall earn pro rata vacation at the rate of 22 days per year of active employment. 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.

13.2 Vacation Schedules

Unit member's preference as to the period during which he/she desires to take his/her vacation shall be given full consideration. Vacations must be taken at such times as are consistent with the best interests of the College.

13.3 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 XIV

RETIREMENT COMPENSATION

14.1 Sick Payout

Sick leave balances shall be paid upon retirement at a rate of \$100 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 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 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 unit member may elect to defer the retirement compensation up to 12 months from the date of retirement.
- (c.) This benefit is limited to a maximum of \$15,000 for all employees hired after May 1, 2002.

- (d.) 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.
- (e.) 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.

14.2 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.

14.3 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 XIV section 14.1 paragraph (i). Vacation payouts will be paid to his/her estate per the provisions outlined in Article XIII section 13.3.

ARTICLE XV
GRIEVANCE PROCEDURE

15.1 **Definition**

A grievance is a claim or complaint by a unit member, group of unit members or the Association hereinafter referred to as a Grievant, based upon an event which affects a condition of employment, discipline or discharge, and/or alleged violation 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.

15.2 **Procedure**

In the event that 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 administrator
- (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 by the President of the College or his/her designee or if no disposition has been made within the time limits in paragraph (c), the grievance shall be transmitted within ten (10) working days to the Board of Trustees by the Grievant by filing a written copy thereof with the Secretary of said Board. The Board shall, within thirty (30) 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 Association and the affected unit members 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 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 of the grievance by the Board of Trustees the grievance may be submitted 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 procedure of the American Arbitration Association, whose rules shall likewise govern the arbitration proceeding. 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. No more than one (1) substantive issue may be submitted to the arbitrator in a case unless otherwise

agreed to 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 on 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 (g) infra, the fees and expenses of the arbitrator shall be shared equally by the parties.
- (g) No reprisals of any kind 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 or she shall be restored to his or 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 which he wishes to discuss with the other, he 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 or a grievance be inconsistent with the terms of this Agreement.
- (m) A grievance may be withdrawn at any level.

15.3 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 XVI

DURATION OF AGREEMENT

16.1 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 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.

16.2 Term and Notice

This Agreement shall be effective July 1, 2023 through June 30, 2026.

- (a) During October 2025, either party may notify the other in writing of its desire to reopen the Agreement for negotiations for the subsequent year. Within thirty working days of such notice, the duly authorized representatives designated by the parties will meet.
- (b) Each unit member shall receive the following salary increases:
 - 1. Effective July 1, 2023, all salaries covered by this Agreement shall be increased 3.5%.
 - 2. Effective July 1, 2024, all salaries covered by this Agreement shall be increased 3.5%.
 - 3. Effective July 1, 2025, all salaries covered by this Agreement shall be increased 3.5%.

APPENDIX A

SALARY SCHEDULE: 10-MONTH EMPLOYEES

2023-2025 – Minimums

Instructor I-\$45,000

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.

Assistant Professor- \$47,500

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.

Associate Professor- \$50,000

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.

Professor- \$52,500

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.

Beginning September 1, 2022, the starting base salary for faculty within the Nursing and Health Professions Division who hold a Master's Degree and a Registered Nursing (RN) license, and teach in the nursing discipline shall be \$60,000.00.

Beginning September 1, 2022, the starting base salary for faculty within the Nursing and Health Professions Division who hold a Doctorate Degree and a Registered Nursing (RN) license, and teach in the nursing discipline shall be \$62,500.00.

Rank Increments

Rank Increments	Instructor I	Assistant	Associate	Professor	Post-Professor
	n/a	\$1,000	\$1,150	\$1,300	\$1,300

Overload Rate Per Contact Hour

Effective July 1, 2023: \$925

Effective July 1, 2024: \$950

Effective July 1, 2025: \$975

Promotion Factor

For 2023-2026: \$1,500

Plus the increment differential appropriate to new rank.

Salary Schedule – Non-Teaching Faculty Without Academic Rank

Counselor/ Advisor

Effective July 1, 2023: \$42,500

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.

Effective July 1, 2024: \$45,000

For all unit members hired before July 1, 2024 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, 2024.

Effective July 1, 2025: \$47,500

For all unit members hired before July 1, 2025 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, 2025.

APPENDIX B

1. Compensation for Independent Study and Online courses is determined in the following manner:

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

2. On-Line Study

*Maximum class size is defined as 75% of the maximum enrollment in a face-to-face section of that course for that Semester plus two (2) additional students, or 23 students, whichever is greater.

Any faculty member who consents to develop a distance learning course shall receive one (1) full contact hour for development of the course in the event the course is cancelled.

Ownership of any material or processes developed by a faculty member for this course shall be referred for discussion to the committee on intellectual property established by this contract (Appendix D).

3. Substitute Teaching Assignment

Substitute teaching assignments will be made by the Administration in a fair and equitable basis. Teachers will be paid at the prorated normal overload rate to teach additional courses because of an emergency during the semester. This emergency overload teaching is at the option of the instructor.

4. Coaching

- (a) Unit members who are assigned to a head coach position of a major sport will be compensated at a rate equal to six (6) contact hours.

- (b) Unit members who are assigned to an assistant coach position of a major sport will be compensated at a rate equal to two (2) contact hours.
- (c) Unit members who are assigned to a head or assistant coach of a minor sport will be compensated at rates of 3 or 1.5 contact hours respectively.
- (d) Contact hours related to coaching may be used as a portion of the base load of unit members who are assigned to teach Physical Education.

<u>Major Sports</u>	<u>Minor Sports</u>
Soccer	Tennis
Wrestling	Cross Country
Basketball	Indoor Track
Baseball	Golf
Softball	Track & Field

APPENDIX C

EXTRA SERVICES CONTRACTING: COMPENSATION/SELECTION PROPOSAL

Position	Compensation	Selection
1 Academic Advisors	1.5 CH/Semester	Application/Selection
2 Academic Program Coordinator	3 CH/Semester	
3 Middle States Leadership		
Period Review	1.5CH/Semester	Selection
Self Study	3 CH/Semester	Selection
4 Chair, College Assembly	3 CH/Semester	Election
5 Chair, Faculty Senate	3 CH/Semester	Election
6 Academic Athletic Liaison	1.5 CH/Semester	Application/Selection
7 Team Leader		

Current Team Leaders will be compensated at 1.5 CH/Semester

New Team Leaders will be paid at a range of .5 to 1.5 CH/Semester, to be negotiated with the Association

8 Academic Department Chair

The specific job duties shall be mutually agreed upon by the College and Association

Each affected faculty member may choose to apportion up to three (3) of the six (6) contact hours toward a reduction in base load at the faculty member's discretion.

APPENDIX D
INTELLECTUAL PROPERTY

Effective with the ratification of this Agreement, the parties agree to establish a joint committee on intellectual property to negotiate a memorandum establishing as part of the contract, the terms of ownership of intellectual property created by members of the bargaining unit as part of their regular employment at the College. This language shall be incorporated in the new contract on or before June 30, 2025.

At the conclusion of the above period, this Agreement shall continue from year to year thereafter unless either party shall give written notice to the other of its intention to terminate, modify, amend or supplement this Agreement.

For the College

For the Association

by Gene Concordia

by Amalho 10/4/2024

Gene Concordia, Chairperson, Board of Trustees

President, RCSJ Faculty Association

by Dr. Frederick Keating

by Robert V. 10/4/24

Dr. Frederick Keating, President

Negotiator, RCSJ Faculty Association

by Len Daws

Len Daws, Secretary, Board of Trustees

DATED 10/17/24

