

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

and

The Rowan College of South Jersey
**Technical/Academic Professional Staff
Association**

which is affiliated with the
New Jersey Education Association

2023-2026

Effective July 1, 2023

TABLE OF CONTENTS

AGREEMENT		5
ARTICLE I	General Conditions.....	6
1.1	Board Recognition.....	6
1.2	Contrary to Law	7
1.3	Amendment.....	7
1.4	Released Time for Negotiations.....	8
1.5	Budget Information.....	8
1.6	Selection of Negotiators.....	8
1.7	Copies of Agreement.....	8
1.8	Continuing Consultation.....	9
1.9	Non-Discrimination.....	9
ARTICLE II	Rights of Parties.....	10
2.1	Right to Organize.....	10
2.2	Right to Negotiate.....	10
2.3	Board's Authority.....	10
2.4	Use of Facilities and Equipment.....	12
2.5	Posting of Association Notices.....	12
2.6	Technology Changes.....	12
2.7	Safety Conditions.....	13
ARTICLE III	Assignments and Responsibilities.....	14
3.1	Holidays.....	14
3.2	Working Hours.....	14
3.3	Summer Schedule.....	14
3.4	Overtime.....	15
3.5	Job Descriptions.....	17
3.6	Authorized Off-Campus Activities	17
3.7	Meal Allowance	18
ARTICLE IV	Personnel Files.....	19
4.1	File Information.....	19
4.2	Examination of Personnel Files.....	19
4.3	Confidential Pre-Employment File.....	19
4.4	Safekeeping of Files.....	20
4.5	Disciplinary Material.....	20
4.6	Availability of Files	20

ARTICLE V	Dismissals, RIF, Vacancies and Promotions.....	21
	5.1 Notice of Dismissals	21
	5.2 Reduction in Force.....	21
	5.3 Vacancy Announcements.....	22
	5.4 Recommendations for Promotion.....	22
	5.5 Guidelines for Qualifications for Advancement in Level.....	24
ARTICLE VI	Health Insurance Benefits.....	25
	6.1 Medical Insurance.....	25
	6.2 Dental Insurance.....	25
	6.3 Insurance Carriers.....	26
	6.4 Retiree Coverage.....	26
	6.5 Health Reimbursement Arrangement Contribution.....	28
ARTICLE VII	Salaries and Deductions.....	29
	7.1 Salary.....	29
	7.2 Request for Deductions.....	29
	7.3 Representation Fee for Non-Members.....	29
ARTICLE VIII	Paid Leaves of Absence.....	31
	8.1 Sick Leave.....	31
	8.2 Family Illness.....	31
	8.3 Bereavement.....	31
	8.4 Personal Leave.....	32
	8.5 Excused for Injury.....	32
ARTICLE IX	Unpaid Leave of Absence.....	33
	9.1 Applications for Unpaid Leave.....	33
	9.2 Family and Medical Leave.....	33
	9.3 Child Rearing Leave.....	33
	9.4 Leave for Personal Reasons.....	33
	9.5 Leave for Professional Services.....	34
	9.6 Leave for Study.....	34
	9.7 Continuation of Benefits.....	34
ARTICLE X	Privileges.....	35
	10.1 Tuition Waiver.....	35
	10.2 Early Childhood Education Center.....	36
	10.3 Tuition Reimbursement.....	36
	10.4 Parking.....	37
	10.5 Privileges Durling Leave.....	38
	10.6 College ID.....	38
	10.7 Uniforms.....	38

ARTICLE XI	Vacation for Twelve Month Employees.....	39
	11.1 Vacation.....	39
	11.2 Vacation Schedules.....	39
	11.3 Separation of Employment	40
ARTICLE XII	Retirement Compensation.....	41
	12.1 Sick Payout.....	41
	12.2 Vacation Payout.....	42
	12.3 Death Payout.....	42
ARTICLE XIII	Grievance Procedure.....	43
	13.1 Definition.....	43
	13.2 Formal Grievance Procedure Form	46
ARTICLE XVIII	Duration of Agreement.....	47
	14.1 Understanding	47
	14.2 Effective Dates.....	47
APPENDIX A	Salary Schedule.....	49

AGREEMENT

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

and

Rowan College of South Jersey Technical/ Academic Professional Staff 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 Technical/Academic Professional Staff Association, 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 exclusive negotiations representatives of a bargaining unit consisting of the following RCSJ

Technical/Academic Professional Staff employees:

Instructional Technology Technician/Lead Media Technician
Admissions/Recruitment Coordinator
Library Technicians
Academic Advisement Coordinator
Financial Aid Technician
Special Services Technician
Student Activities Coordinator
Computer Instruction Lab Technician
Testing Services Coordinator
EOF Coordinator
Admissions Technician
Academic Support Services Coordinator
Coordinator, Maintenance – non-exempt
Coordinator, Custodial/Grounds – non-exempt

The Board also agrees to include within said bargaining unit any newly-created RCSJ Technical/Academic Professional Staff positions in the Instructional Technology Division. Excluded from the bargaining unit shall be RCSJ Technical/Academic Professional Staff employees in the following offices, divisions, and areas of the College:

Administrative Services

Human Resources
Adult Education
Health Services
Academic Support Services

Newly-created RCSJ Technical/Academic Professional Staff positions in offices, divisions or areas other than those enumerated above will not be specifically included in, or excluded from, the bargaining unit. Such new positions will be dealt with on a case-by-case basis.

The following positions and employees shall be excluded from the bargaining unit: Non-RCSJ Technical/Academic Professional Staff employees, managerial executives, confidential employees, police, professional employees, supervisors, employees in other College bargaining units, the Co-op Education/Student Employment Coordinator, and all positions that the parties have not agreed to include in this bargaining unit.

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, become part of the Agreement.

1.4 Released Time for Negotiations

When mutually determined negotiation, meetings are planned during the working day, one member of the Bargaining Unit may be granted release time.

1.5 Budget Information

The Board will make available to the Association, upon written request:

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

1.6 Selection of Negotiators

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. Maximum size of each negotiating team at any one session shall not exceed four (4) in number. 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.

1.7 Copies of Agreement

Copies of this agreement shall be reproduced by the Board and distributed to all members of the RCSJ Technical/Academic Professional Staff unit now employed, upon notice of appointment, for the duration of this agreement. The Board will supply ten (10) copies to the Association. Candidates for employment who have been offered a position by the Board will be furnished a copy of the Agreement between the College and the RCSJ Technical/Academic Professional Staff Unit, along with their contract of employment.

1.8 Continuing Consultation

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.

1.9 Non-Discrimination

To the extent required by statutes, there shall be no discrimination by either the Board or the Association based on age, sex, race, color, creed, religion, handicaps, national origin or political affiliation.

ARTICLE II
RIGHTS OF PARTIES

2.1 **Right to Organize**

Nothing contained herein shall be construed to deny or restrict the rights of these employees 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 **Board's Authority**

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 serves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitution of the State of New Jersey and of the United States, but not limited to the following rights:

- (a) The executive management and administrative control of Rowan College of South Jersey and its properties, facilities and activities of its employees, by utilizing personnel, methods and means of the most appropriate and efficient manner possible, as may, from time to time, be determined by the Employer.
- (b) To ensure compliance with all State and federal laws and regulations governing the operations of the Employer's facility
- (c) To make, maintain and amend such reasonable rules and regulations as it may, from time to time, deem best for the purposes of maintaining order; the safety of students, employees and guests; and to require compliance by employees.
- (d) To hire all employees, to determine their qualifications and conditions of continued employment, to set their assignments, and to promote and transfer employees
- (e) To decide the number and types of employees needed for any particular time and/or task to be in sole charge of the quantity of the work required
- (f) To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause according to the law and the provisions of the Collective Bargaining Agreement
- (g) To lay off employees in the event of lack of work or funds, under conditions where continuation of such work would be inefficient and non-productive, or for other legitimate reason according to the provisions of this Collective Bargaining Agreement.

- (h) The above is subject to the law and the provision of the Collective Bargaining Agreement.

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

2.4 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 not be 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 Technology Changes

Each unit member shall be notified of any technology changes that affect his/her work environment.

2.7 Safety Conditions

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

ARTICLE III

ASSIGNMENTS AND RESPONSIBILITIES

3.1 Holidays

Holidays for the period of the Agreement shall be determined by action of the Board of Trustees. The Board shall designate 16 holidays annually for full-time 12-month employees.

3.2 Working Hours

The work week for RCSJ Technical/Academic Professional Staffs shall be thirty-five (35) hours over a five (5) consecutive day period, excluding a one (1) hour lunch period daily. Working hours for each employee are to be considered set as of the signing date of this Agreement. Any proposed changes of the working hours and days will be negotiated with the Association concerning impact. In the event that campus-based classes are canceled for any emergency, no RCSJ Technical/Academic Professional Staff 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 an emergency, no unit member who is assigned to such facility will be required to work for the duration of said cancellation. As exempt positions, unit members are not required to make up or apply compensatory time toward any working hour deficits resulting from college-designated closures.

3.3 Summer Schedule

The summer schedule will begin the third full week in May and continue through the second week of August. 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 in order to ensure adequate operational coverage.

3.4 Overtime

- (a) All work required by a technician or non-exempt coordinator in excess of thirty-five (35) hours and through forty (40) hours in the work week shall be paid at the regular straight time rate. A technician may elect to earn employee compensatory time in lieu of payment for these straight time hours. Generally, compensatory time may be earned and used only with the prior approval of the supervisor; exceptions may be made to accommodate emergency or unanticipated college needs. A technician may “bank” up to 28 hours of compensatory time for future use during the fiscal year, however, all compensatory time must be used by June 30th. Exempt coordinators are exempt from overtime and will not be required to make up any time for Board designed recess nor be eligible for overtime compensation.
- (b) All work required in excess of forty (40) hours per work week shall be paid at one and one-half (1 1/2) times the regular straight time rate.
- (c) All work required on Board approved holidays shall be paid at holiday pay plus one and one-half (1½) times the regular straight time rate for all hours worked on the holiday.
- (d) If overtime is required, the administration will endeavor to give twenty-four (24) hours advance notice of overtime requirements. However, such notice shall be at

least four (4) hours prior to the commencement of any overtime requirement unless agreed to by the employee.

- (e) Any unit member called for an emergency will be compensated with a minimum of 3.5 hours of pay.
- (f) Winter recess will be paid time off without the need to use this compensatory bank.
- (g) On those snow days when Facilities Coordinators are required for snow removal and all other employees have been excused, then compensatory time shall be scheduled, or the affected Facilities Coordinator may elect to receive an equivalent payment in lieu thereof.

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.

- (h) Facilities Coordinators 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 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 on Sunday. Individuals who work other

than the standard workweek shall receive two times the normal compensation on the seventh consecutive day of work.

3.5 Job Descriptions

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

3.6 Authorized Off-Campus Assignments

- (a) Off campus business shall be defined as an activity, approved by the President or his/her designee, which requires a unit member to leave campus.
- (b) If a unit member is required or received approval to make a trip on college business, the unit member shall be reimbursed for the most convenient and economical mode of transportation or at the specified auto mileage reimbursement rate.
- (c) A unit member will be compensated at the 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 his/her home.

3.7 Meal Allowance

Unit members who have completed a regular work day and are required to return to work for an evening assignment will be entitled to a dinner allowance in the amount indicated below:

2023- 2026: \$17.50

ARTICLE IV
PERSONNEL FILES

4.1 **File Information**

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

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

4.2 **Examination of Personnel Files**

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

4.3 **Confidential Pre-Employment File**

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

4.4 Safekeeping of Files

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

4.5 Disciplinary Material

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

Material not in the file may not be used against the employee.

4.6 Availability of Files

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

ARTICLE V

DISMISSALS, VACANCIES, RIF, AND PROMOTIONS

5.1 Notice of Dismissals

- (a) Removal during the term of the Collective Bargaining Agreement shall be made for just cause.
- (b) Notwithstanding the forgoing, employees may also be terminated during the term of the contract due to fiscal crisis, diminution of the number of students in a program or at the institution, or a reduction of programs.
- (c) Grant-funded positions may be terminated immediately and are subject to the terms and conditions of the funding agency. In the event of termination, the College will use its best efforts to find a job within the College. However, if a position is not found, the termination is not grievable nor arbitrable.
- (d) Unit members wishing to terminate their employment with the college shall provide thirty (30) days' notice.

5.2 Reduction in Force

A reduction in force may be used by the College when it becomes necessary to reduce the number of employees of the College due to a fiscal crisis, a natural diminution in the number of students in a program or at the institution or a reduction of programs.

Upon the Board's determining the areas that may be affected by the layoff, it shall give notice to all individuals subject to the proposed layoff two weeks before the formal Board action on said layoffs. After formal board action on said layoff, the Board of Trustees shall notify each employee who is to be laid off of such fact ninety (90) days before the date of layoff.

5.3 Vacancy Announcement

Unit members will be advised via College e-mail of newly created full and part-time administrative and supervisory positions before public announcement is made

5.4 Recommendations for Promotion

(a) Promotions Process

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

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

(b) Promotions Committee

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

the Promotion Rubric, consisting of the “Criteria for Promotion” guidelines set forth in Article V, section 5.2c.

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

Following completion of the application review process, the ADT Promotion Committee chair shall prepare a report consisting of the committee’s recommendations and submit it to the College President. Following receipt of the ADT Promotion Committee chair’s report, the College President shall transmit the report as well as his/her recommendations regarding candidates for promotion to the Board of Trustees on or before the next scheduled Board meeting.

(c) **Criteria for Promotion**

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

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

5.5 Guidelines for Qualifications for Advancement in Level

(a) Levels

Entry Level	Technician I Coordinator I Facilities Coordinator I
Promotion	Technician II Coordinator II Facilities Coordinator II

(b) Compensation

1. Promotional salary adjustment of \$0.88 (\$1,601) added to base salary per level

(c) For further clarification:

1. It is required to have had a minimum of two years on-the-job experience or equivalent in the current position in the applicable unit to qualify to apply for the change in level.
2. The Board of Trustees, upon recommendation of the President, may grant recognition to any unit member who has made distinguished contributions to the College. Based upon these contributions, level guidelines may be waived by the Board of Trustees.
3. A candidate is not automatically entitled to placement in the top level for which his/her experience makes him/her eligible.
4. A candidate will not be automatically moved into the next level when the guidelines for that level are satisfied. Advancement from one level to another is by promotion only.

ARTICLE VI

HEALTH INSURANCE BENEFITS

6.1 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.

6.2 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.

6.3 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.

6.4 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 XII) 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 N.J. 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.

6.5 Health Reimbursement Arrangement Contribution

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

Effective July 1, 2023: \$350

Effective July 1, 2024: \$350

Effective July 1, 2025: \$350

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

ARTICLE VII
SALARIES AND DEDUCTIONS

7.1 Salary

The salary of members shall be paid bi-weekly basis.

7.2 Requests for Deductions

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 association
- (d) New Jersey Pension Programs
- (e) Dental Program
- (f) Union Dues
- (g) Any Professional Insurance Programs
- (h) Such other as shall be mutually agreed upon by the Association and the Board.

7.3 Representation Fee for Non-Members

- (a) In the case of newly-hired employees, deduction of representation fees will begin with the next paycheck following submission of dues check off card or, in lieu thereof, with the next paycheck following a written request by the 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 understandings expressed in the language of this Article. It is further understood that once the funds deducted are remitted to the Association, the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Association.
- (c) The Association 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 in reliance on any list, notice or assignment furnished under this Article.

ARTICLE VIII
PAID LEAVES OF ABSENCE

8.1 Sick Leave

Employees shall receive twelve (12) days sick leave per year accumulative, i.e., one (1) day per month. Sick leave is subject to medical verification if requested by the Office of 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.

8.2 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.

8.3 Bereavement

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

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

8.4 Personal Leave

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

8.5 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.

ARTICLE IX
UNPAID LEAVES OF ABSENCE

9.1 **Applications for Unpaid Leave**

Applications for unpaid leaves of absence, other than child rearing, must be made in writing no less than six (6) months prior to the effective date of such leave; notice to return must be made in writing not less than six (6) months prior to the date of return.

9.2 **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.

9.3 **Child Rearing Leave**

Unit members of either sex shall be granted an unpaid leave of absence concurrent with federal and state family leave programs 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. Employees granted such leave must return at the start of the next academic year. During such leave benefits shall be frozen.

9.4 **Leave for Personal Reasons**

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

9.5 Leave for Professional Services

Leave to serve with NJEA or its affiliates will be granted for one (1) year.

9.6 Leave for Study

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

9.7 Continuation of 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 X

PRIVILEGES

10.1 **Tuition Waiver**

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

Qualitative Grade Point Average (GPA) Requirements:

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

Credits Attempted	Minimum GPA Standard
12-24 credit	1.5
25-66+	2.0

Warning Status:

Each participant shall be afforded one active semester of "warning" before becoming ineligible due to inability to maintain the applicable minimum GPA standard set forth above. An active semester shall be defined as one in which the participant is enrolled in one or more courses.

Each participant who is placed in warning status shall receive an email sent to their RCSJ email account explaining her/his current academic status, as well as a summary of the many services the college offers to assist students with getting back on track. If the participant fails to meet the applicable minimum GPA standard at the end of the warning period, she/he will become ineligible for tuition waiver during subsequent semesters until the overall GPA meets or exceeds the applicable minimum GPA standard set forth above. Upon meeting or exceeding the applicable minimum GPA standard, the participant shall become eligible for tuition waiver once again.

10.2 Early Childhood Education Center

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 in conformity with the rates and rules of such facility.

10.3 Tuition Reimbursement

The Board of Trustees shall authorize payment to unit members for up to 12 credits of undergraduate 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 as such course(s) are subject to approval by the president or his/her designee.
- (b) Reimbursement will be on a per credit basis at a rate not to exceed the Rutgers undergraduate and graduate rates and will be contingent upon the successful completion of course work with a grade of "C" or better for undergraduate courses and "B" or better for graduate level courses.

- (c) Unit members shall be eligible for reimbursement up to 12 credit hours per fiscal year; July 1 through June 30.
- (d) Nothing herein precludes approval by the president or his/her designee of beneficial undergraduate courses.
- (e) Upon attainment of an advanced degree, a unit member will receive a one-time salary adjustment added to the base pay for an Associate degree in the amount of \$500, for a Bachelor's degree in the amount of \$1,000, and for a Master's degree in the amount of \$1,500. The above noted amounts will be converted to equivalent hourly rates where applicable.
- (f) Unit members must remain employed for two (2) years following the most recent reimbursement to qualify for 100% tuition reimbursement. If separation occurs within one (1) year the unit member shall reimburse 100% of the tuition reimbursement to the College; if separation occurs within two (2) years the unit member shall reimburse 50% of the tuition reimbursement to the College. In the event that the college initiates a severance of employment and/or the unit member is unable to resume employment due to death or disability, the unit member shall be exempt from all obligations to reimburse the college resulting from the above provisions.

10.4 Parking

A parking area for members shall be provided.

10.5 Privileges During Leave

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

10.6 College ID

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

10.7 Uniforms

The College will provide unit members with job-related uniforms, including footwear. Such uniforms shall be maintained by vendor service selected at College discretion at no cost to the employee. Additionally, the College will reimburse employees for damage to clothing incurred in the performance of their job duties.

ARTICLE XI

VACATION FOR TWELVE MONTH EMPLOYEES

11.1 Vacation

Each employee shall have a vacation of fifteen (15) working days per year earned at a rate of 1.25 days per month of vacation for the first three years of completed employment. Vacation entitlement thereafter shall be:

After 3 years	17 days earned at a rate of 1.42 days per month
After 6 years	18 days earned at a rate of 1.50 days per month
After 10 years	19 days earned at a rate of 1.58 days per month
After 12 years	20 days earned at a rate of 1.66 days per month
After 14 years	21 days earned at a rate of 1.75 days per month

Vacation days are earned pro rata for each month of 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.

11.2 Vacation Schedules

An employee's preference as to the period during which vacation is desired to be taken shall be given full consideration, but it must be recognized that vacations must be taken at such times as are consistent with the best interests of the College.

11.3 Separation of Employment

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

ARTICLE XII
RETIREMENT COMPENSATION

12.1 Sick Payout

Sick leave balances shall be paid upon retirement into a 403(b) final pay plan account and shall be based on the unit member's accumulated sick leave at the rate of fifty percent (50%) of their current daily rate. 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 are less than 20 but at least 10 full years, then the retirement compensation shall be proportional i.e., 11/20, 12/20 etc. to the maximum as per above.
- (b.) The unit member may elect to defer the retirement compensation up to 12 months from the date of retirement.
- (c.) 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.

12.2 Vacation Payout

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

12.3 Death Payout

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

ARTICLE XIII
GRIEVANCE PROCEDURE

13.1 **Definition**

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

- (a) Informally discuss the grievance with the appropriate supervisor
- (b) If, as a result of the informal discussion a grievance is unresolved, the Grievant may invoke the formal grievance procedure on the form required, signed by the Grievant. Every formal grievance shall be filed within twenty (20) working days of the occurrence or thereafter be barred. Two (2) copies of the grievance shall be filed with the President of the College or a representative designated by the President.
- (c) Within five (5) working days of date of filing, the President of the College or his/her designee shall meet with the Grievant or his/her representative in an effort to resolve the grievance. The President of the College or his/her designee shall indicate his/her disposition of the grievance in writing within five (5) working days of said meeting.
- (d) If the Grievant is not satisfied with the disposition of the grievance, or if no disposition has been made within the time limits in paragraph 13.1.c, the grievance shall be transmitted within ten (10) business days to the Board of Trustees by the

Grievant by filing a written copy thereof with the Secretary to the Board. The Board shall, within thirty (30) working days of the filing, either allow the grievance or form a committee and hold a hearing. Should a hearing be held, the Association and the Grievant shall be notified in writing no later than five (5) business days after the hearing, of the recommendation from the committee. The Board of Trustees shall publicly indicate its disposition of the grievance at its next regularly scheduled meeting after notification to the Association and the Grievant. If the Association is not satisfied with the disposition by the Board of Trustees, or if no disposition has been made within the period provided in Paragraph 13.1.d, the Association may submit the grievance to arbitration within thirty (30) working days before an impartial arbitrator. If the parties cannot agree on an arbitrator, he/she shall be selected pursuant to the rules and procedures of the Public Employees Relations Committee (PERC) whose rules shall likewise govern the arbitration proceeding. Neither the Board nor the Association shall be permitted to assert in such arbitration proceeding any grounds or rely upon any evidence not previously disclosed to the other party. No more than one (1) substantive issue may be submitted to the arbitrator in a case unless otherwise agreed upon in writing by both parties. The arbitrator shall submit a written decision within thirty (30) days of the hearing setting forth his/her findings of fact, reasoning and conclusions regarding the issue submitted. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement. Both parties agree to be bound by the decision of the arbitrator.

- (e) Subject to Paragraph 13.1.g, the fees and expenses of the arbitrator shall be shared equally by the parties.
- (f) No reprisals shall be taken against any Unit member for participating in any grievance. If any Unit member for whom a grievance is filed, processed of sustained shall be unjustly discharged, he/she shall be restored to his/her former position with full reimbursement of all lost salary. Additionally, 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.
- (g) 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.
- (h) All documents, communications and records dealing with grievances shall be filed separately from the personnel file of the participants.
- (i) 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.
- (j) If a Unit member or a supervisor has a matter that he/she wishes to discuss with the other, he/she is free to do so without recourse to the grievance procedure.
- (k) No formal grievance shall be adjusted without prior notification to the Association and an opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.
- (l) A grievance may be withdrawn at any level.

13.2 Formal Grievance Procedure Form

NAME _____

POSITION _____

DATE OF GRIEVANCE _____

DATE OF FILING _____

NATURE OF GRIEVANCE:

PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:

SIGNATURE _____

DATE RECEIVED BY PRESIDENT _____

DATE OF MEETING WITH GRIEVANT _____

DISPOSITION: _____

DATE _____ SIGNATURE _____

DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES _____

DATE GRIEVANCE ALLOWED _____

DATE OF HEARING _____

DISPOSITION:

DATE: _____ SIGNATURE _____

APPENDIX A
SALARY SCHEDULE

Effective July 1, 2023:	Minimum Hourly Rate
Technician I	\$16.50
Technician II	\$17.38
Coordinator I	\$17.50
Coordinator II	\$18.38
Facilities Coordinator I	\$24.00
Facilities Coordinator II	\$24.88

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.

Additional Skills Attainment Award

Any Facilities Coordinator may be eligible to receive a one-time \$0.50 per hour increase upon successfully completing a pre-approved trade certificate program:

Forklift

HVAC

Plumbing

Carpentry

Electric

Black Seal License

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

2023-2026: \$1.00

ARTICLE XIV
DURATION OF AGREEMENT

14.1 **Understanding**

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.

14.2 **Effective Dates**

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

- (a) During the month of 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 days of such notice, the duly authorized representatives designated by the parties will meet.

- (b) Each unit member shall receive the following base salary increases:
1. Effective July 1, 2023: 3.5% or \$1.25 per hour, whichever is greater.
 2. Effective July 1, 2024: 3.5% or \$1.00 per hour, whichever is greater.
 3. Effective July 1, 2025: 3.5% or \$1.00 per hour, whichever is greater.
- (c) Any unit member who teaches under an adjunct contract with the College shall be granted compensation on an overload basis. The overload compensation for

credit-bearing courses shall be as negotiated in the Faculty Association contract for 2023-2026.

At the conclusion of said 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, or supplement this Agreement.

For the College

by Gene Concordia
Gene Concordia, Chairperson, Board of Trustees

by Dr. Frederick Keating
Dr. Frederick Keating, President

by Len Daws
Len Daws, Secretary, Board of Trustees

For the Association

by Scott A. Reed
President, RCSJ TAPS Association

by Carl Lattane
Vice President, RCSJ TAPS Association

DATED 10/17/24