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Agreement
between
Raritan Valley Community College
and
Raritan Valley Community College
Administrative Society

FOR THE PERIOD

July 1, 1990

through

June 30, 1993





ARTICLE I.

RECOGNITION OF EMPLOYEE REPRESENTATIVE

- A. The Board of Trustees of Raritan Valley Community College hereby recognizes the Raritan Valley Community College Administrative Society as the exclusive representative for collective negotiation in a unit of Raritan Valley Community College full-time administrators excluding confidential administrators and managerial executives for the purpose of collective negotiations for terms and conditions of employment.
- B. Unless otherwise indicated, the term "Society," when used hereinafter in this Agreement shall refer to the Raritan Valley Community College Administrative Society.
- C. Unless otherwise indicated, the term "Administrator," when used hereinafter in this Agreement, shall refer to all college employees represented by the Society in the negotiating unit as defined above.
- D. Unless otherwise indicated, the term "Board," when used hereinafter in this Agreement, shall refer to the Board of Trustees of Raritan Valley Community College or its agents.
- E. Unless otherwise indicated, the term "State," when used hereinafter in this Agreement, shall refer to the duly established Representatives of the State of New Jersey.
- F. Unless otherwise indicated, the term "College," when used hereinafter in this Agreement, shall refer to Raritan Valley Community College.
- G. Whenever the College creates new titles the College shall notify the Society regarding the same.

ARTICLE II.

NEGOTIATION PROCEDURE

- A. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Society for the duration of this Agreement.
- B. This Agreement incorporates the entire understanding of the parties on all matters pertaining to terms and conditions of employment. All changes in the terms and conditions of employment shall be implemented in accordance with Chapter 123, P.L. 1975 as amended.

ARTICLE II. NEGOTIATION PROCEDURE - Contd.

- C. This Agreement is subject in all respects to the laws of the State of New Jersey and the United States with respect to the powers, rights, duties, and obligations of the Board, the Society and the employees in the bargaining unit, and in the event that any provision of this Agreement shall at any time be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided for doing so, such provision shall be void and inoperative, but all other provisions of this Agreement shall continue in effect.
- D. Negotiations shall be brought on by mutual agreement of the parties in order to modify, amend or supplement the terms of the current Agreement. Within fifteen (15) days of such agreement, the parties hereto shall commence negotiations, having for their purpose the negotiation of terms and conditions of employment. It is understood that any agreement reached will be incorporated into the written Agreement for the subsequent period agreed upon.

ARTICLE III.

RIGHTS OF THE SOCIETY

- A. Negotiations, grievance proceedings, conferences, or meetings between parties to the Agreement shall be scheduled at a mutually convenient time without penalty.
- B. Members of the Society employed by the Board may be permitted to transact official Society business on College property at reasonable times, provided there is no interference with or interruption of normal College operations and provided these activities do not interfere with their responsibilities.
- C. Rooms at the College designated as available for general meeting purposes can be used for Society meetings without charge. Arrangements shall be made in advance with the individual responsible for allocating administrative or academic space, the college center, or the gymnasium. Sufficient space shall be provided and such use shall not interfere with the normal function of the College and shall be used for the legitimate purpose of the Society. On not more than one day per month the Society will be permitted to conduct a meeting during the employee's lunch hour.
- D. The Society shall be allowed the use of equipment of the College, including typewriters, mimeographs, duplicating machines, calculators, micro-computers, and audio-visual equipment, but not

ARTICLE III. RIGHTS OF THE SOCIETY - Contd.

including computer time. The Society agrees that its use of facilities shall be restricted to times that do not preempt the use of the requested facilities and equipment for instructional purposes or usage by students or the College. The Society shall be liable for the cost of the repairs or damage, resulting from misuse, related to approved use of facilities and equipment by its membership. The Society shall pay also for the use of paper and supplies required by the various duplicating and reproduction processes at cost.

- E. The Board agrees to provide a section of existing bulletin boards for the exclusive use of the Society in mutually agreed upon areas. The Society shall have the right to post bulletins and actices relevant to the employees it represents on designated Society bulletin boards.
- F. The Society may use the inter-office mail facilities for official Society business.
- G. The Board agrees to honor each properly completed and signed continuing dues deduction authorization form of the Society in accordance with Chapter 233, N.J. Public Laws of 1969 (N.J.S. 52:14-15.9e) and under similar rules established by the State Department of Education. Said monies together with current records of any collections shall be transmitted to such person as may be designated by the Society. The person designated shall disburse such monies to the appropriate Society or Association. Copies of Chapter 233, may be obtained from the Society President. These monies shall be transmitted by the 10th day of the month following their collection.
- H. The College shall print fifty (50) copies of this Agreement.

ARTICLE IV.

RIGHTS OF THE BOARD

- A. The Board of Trustees retain and reserve unto themselves all rights, powers, duties, authority and responsibilities conferred upon and vested in them by the laws and constitutions of the State of New Jersey and the United States of America.
- B. All other rights, powers, authority and prerogatives of management possessed by the Board of Trustees are retained, except as they are specifically limited by the terms and conditions of this Agreement.

ARTICLE IV. RIGHTS OF THE BOARD - Contd.

- C. Nothing contained in this Agreement shall be construed to limit the freedom of the Board of Trustees or its agents to deal with governmental agencies, external educational associations and professional organizations provided, however, that this dealing shall not repeal, rescind, or otherwise be inconsistent with the terms and conditions of the Agreement.
- D. The Society agrees that it will refrain from any strike, work stoppage, slowdown, or other job action and will not support or condone any such job action. The Board of Trustees agrees that it will refrain from locking out Society members.

ARTICLE V.

ADMINISTRATORS' RIGHTS

- A. No employee may be suspended, disciplined, dismissed or reduced in compensation or range at any time during the term of an individual contract without just cause. This section shall not be subject to binding arbitration under Article XII but shall be limited to advisory arbitration.
- B. The parties agree to follow applicable law with regard to nondiscrimination. The College and the Society agree there shall be no discrimination on the basis of race, creed, color, national origin, sex, or marital status in any manner.

C. PERSONNEL RECORDS.

- An Administrator shall have the right, upon reasonable request, to review the content of the Administrator's personnel file. The Administrator shall be entitled to have a representative accompany the Administrator during such review. Confidential material such as letters of recommendation for employment shall be excluded from this provision.
- An Administrator shall be granted the right to review the material in his/her personnel file. The Administrator shall have the right to respond in writing to any item in the file and the response shall be attached to the file copy.

ARTICLE V. ADMINISTRATORS RIGHTS - Contd.

- D. Multi-Year Contracts The provisions of NJAC 9:4-7.2 shall apply to Administrators. An evaluation will be conducted by the Administrator's supervisor concerning recommendation or nonrecommendation for multi-year contract when the Administrator is eligible for same as per the applicable statute.
- E. Individual contracts are incorporated by reference in the master Agreement.

ARTICLE VI

EVALUATION

Every Administrator shall be evaluated at least once each year by his immediate supervisor and/or Dean. This formal evaluation process shall be designed to assist the administrative staff member to improve his performance and shall be based on the responsibilities and duties of the administrator as identified in the appropriate job description. The final results of the evaluation process shall be reviewed with the administrator in a conference. If the administrator so desires, he may respond to the evaluation in writing. The original evaluation, as well as the response, must be placed in the personnel folder.

A portion of the evaluation process may include a self-evaluation which requires the administrator to express his goals and objectives for a semester or year in writing in advance and, based on these, to summarize his achievements at the end of the stated period of time.

ARTICLE VII

RECLASSIFICATION

- A. If an administrative employee's duties and responsibilities are changed so that he/she assumes additional charges not specified in the original job description, said employee may be eligible for job reclassification. Criteria that may be utilized in determining reclassification include, but are not limited to:
 - Additional number of employees supervised.
 - Additional budget responsibilities.
 - 3. Additional duties not in the original job description.

ARTICLE VII RECLASSIFICATION - Contd.

PROCEDURE

- B. If an administrative employee determines that additional duties and responsibilities have been made, he/she may request a reclassification by putting into writing such request to:
 - The immediate supervisor, who sends the request with his/her recommendation to
 - The appropriate Dean, who sends the request with his/her recommendation to
 - The Vice President, who sends the request with his/her recommendation to
 - 4. The President.
- C. Upon reclassification, an employee's salary will be increased not less than 5%.
- D. The President of the Administrative Society will be notified of all reclassifications.

ARTICLE VIII

SALARIES, CATEGORIES AND MAXIMUM SALARIES

 Administrators shall be divided into four (4) categories based upon their "S" classifications. During the term of this Agreement, the Board of Trustees and the Administrative Society have agreed to the below listed minimum and maximum salaries for each category. These minimum salaries shall apply to all current members of the bargaining unit as well as to all new hires. No Administrator's salary shall exceed the maximum salaries established herein.

Category Number	<u>Minimum</u>	<u>Maximum</u>
I (S-4)	\$40,900	\$65,500
II (S-5 to S-8)	35,000	57,500
III (S-9 to S-12)	30,750	49,000
IV (S-13 to S-17)	26,000	41,000

ARTICLE VIII SALARIES, CATEGORIES AND MAXIMUM SALARIES - Contd.

 Administrators covered under this contract who were hired prior to July 1, 1990 shall have their salaries increased as follows:

> July 1, 1990 - 8% July 1, 1991 - 7.5% July 1, 1992 - 7%

ARTICLE IX.

CONDITIONS OF EMPLOYMENT

A. WORK SCHEDULE

Administrators are responsible for the completion of all tasks assigned to them and are evaluated accordingly. The normal work week for Administrators shall not be less than 35 hours exclusive of lunch periods scheduled for five consecutive days on a regular basis. In accordance with past practice the immediate supervisor will grant compensatory time to an Administrator in the event of work hours being assigned that require an administrator to work past the normal 35 hour week. Use of the compensatory time will be arranged between the Administrator and the immediate supervisor, and will be taken within 60 days of the overtime worked.

B. PROFESSIONAL ORGANIZATIONS

Administrators are encouraged to be a member in good standing in the State and National Organization related to his/her specific position. Attendance at State or Regional meetings which may be beneficial and appropriate will be funded by the College. Where the College determines that membership in an organization will be beneficial to the College community, the College will pay for the individual's dues, membership fee or yearly levy.

C. JURY DUTY

It is recognized that service on juries is not only a duty, but a privilege as a citizen of these United States. Therefore, if an Administrator is required to perform this service, he will be granted leave with pay. All per diem compensation received from the State or County will be returned to Raritan Valley Community College

ARTICLE IX. CONDITIONS OF EMPLOYMENT - Contd.

D. <u>VACATION</u> DAYS

All Administrators shall be granted one and eighty-three hundredths (1.83) days paid vacation per month of employment, not to exceed twenty-two (22) days per contract year.

No more than two (2) years of accrued vacation leave may be carried from one fiscal year to the next, except that vacation days in excess of forty-four (44) days at the end of a fiscal year may be used through August 15 of the next fiscal year.

Administrators shall be reimbursed for accrued vacation days up to a maximum of forty-four (44) days upon separation from active duty at Raritan Valley Community College.

Snow days during a vacation period will not count toward vacation time.

E. HOLIDAYS

Administrators shall be entitled to all scheduled College holidays:

January 1
Martin Luther King's Birthday
Good Friday
Memorial Day (2)
July Fourth (2)
Labor Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Day
Christmas Eve or the day following Christmas day.

In the case of Memorial Day, July 4th and the second day of the Christmas holiday, the final decision as to the times to be celebrated will be at the discretion of the Board.

In some cases, due to the schedule of classes and business requirements, Raritan Valley Community College is open on certain national holidays. Since Administrators are required to work on such days, they will be compensated by days off between the Christmas and New Year's holidays. Persons required to work during such period will be compensated by other days off.

ARTICLE IX. CONDITIONS OF EMPLOYMENT - Contd.

F. BEREAVEMENT

- Five (5) days of bereavement leave shall be granted to Administrators in the event of death in the immediate family: mother, father, wife, husband, sister, brother, son, daughter, step-children, in-laws, or other member of family living in the immediate household. Should more than one member of the immediate household or family die within the same year, five (5) days bereavement shall be granted for each death.
- One additional day per year per death will be granted for bereavement in the event of the death of a friend and/or other family member.

G. SALARY PAYMENT SCHEDULE

The Board shall have prepared bi-monthly payrolls for the period July 1 through June 30 (12 months). Administrators shall be paid on the fifteenth and the last day of the month, or on the last day of work prior to the fifteenth or last day of the month if the fifteenth or last day of the month shall fall on weekends or holidays.

H. PERSONAL LEAVE

Administrators will be eligible for three (3) personal leave days per fiscal year to attend to matters which cannot be cared for on free time and which would result in legal, business or family disadvantage if not cured at the appropriate time. Personal leave shall not be cumulative.

ARTICLE X.

FRINGE BENEFIIS AND INSURANCE

A. PHYSICAL EXAMINATION

Each Administrator shall be entitled to reimbursement of unpaid bills of up to \$150 per fiscal year incurred as a result of obtaining a general physical examination (including gynecological exam and ophthalmic exam as part of the general physical exam, as well as any lab work required). To obtain the benefit, an Administrator must present a personal expense voucher and receipt(s) stating that the physical examination(s) was completed. [Also included must be evidence of partial payment or denial of all bills from his/her insurance carrier.] In the event that more than one

receipt is submitted for reimbursement, the Administrator must submit all such receipts at one time. If an Administrator so chooses, he/she may skip a fiscal year and apply the \$150 to a sum total of \$300 for an examination(s) in the next fiscal year.

B. SICK LEAVE/SICK BANK

- Administrators will be entitled to twelve (12) sick days a year for the first five years of employment. Thereafter, administrators will earn fifteen (15) days of sick leave per year.
- Sick Leave Bank A sick leave bank will be established for use by administrators who have suffered an extended disability and/or catastophic illness and have exhausted their own sick and vacation leave. The bank will be administered by a committee of two (2) administrators appointed by the President and one (1) administrator appointed by the Society.
 - a) At the end of each fiscal year, all administrators may contribute unused sick days which are in excess of their statutory entitlement of ten (10) days per year for personal illness.
 - b) In order to be eligible to use the sick leave bank, an administrator must have contributed at least two days within the prior two fiscal years to the bank. Exceptions may be considered in extraordinary circumstances. An administrator must also have at least one continuous year of employment.
 - c) The total sick leave bank shall not exceed one thousand (1,000) days. An administrator must contribute to the bank in order to maintain his/her eligibility, even when such contribution would cause the bank to exceed the maximum of 1,000 days. In that case, the contribution of sick days will be recorded, but the bank limit will remain at 1,000 days.
 - d) The Personnel Office shall maintain the record of contributions and withdrawals from the sick leave bank.
 - e) An eligible administrator may present a claim to the Personnel Office for additional sick leave from the bank after all accrued sick and vacation leave time is exhausted. Upon presenting such a claim, the administrator must present a medical certificate signed by a licensed physician indicating the nature of the illness or injury, an indication of when the period of disability began, and, if possible, when it is expected that the employee will be able

to return to normal duties. The Board reserves the right to employ a physician of its own choosing to render a second opinion.

- f) Claims for sick leave from the bank may not be made for illness or injury resulting from a job-related condition which falls under the worker's compensation laws.
- g) Claims for sick leave from the bank may not be made during the time when the employee is eligible for disability benefits under the Alternate Benefit Plan.
- h) No administrator may claim more than ninety (90) days from the bank in any twelve (12) month period. Once an administrator has used a total of ninety (90) days during any twelve (12) month period, he/she is not eligible for further withdrawals from the bank until he/she has worked twelve (12) additional months of continuous service.

Administrators whose claims are validated using the above criteria will be paid as follows:

Years of Continuous Service	Percentage of Salary to be Paid
2 to 3 years	50%
4 to 5 years	70%
6 or more years	80%

- The College will continue to provide an accidental death and dismemberment policy to unit members. The coverage shall be maintained at the rate of 1984-1985 coverage without cost to the individual.
- 4. Upon retirement from the College, with fifteen (15) years or more of full-time consecutive service at the College, administrators shall receive a lump sum payment equal to 25 percent (25%) of the unused portion of his/her accumulated sick leave up to a maximum of thirty (30) days payment, computed at the final per diem rate earned at the College. (An administrator with one hundred (100) days of accumulated sick leave would be paid for twenty-five (25) days, an administrator with one hundred fifty (150) days of accumulated sick leave would be paid for thirty (30) days.)

C. HEALTH BENEFITS

Each Administrator shall receive, at no cost to the Administrator, full family coverage for eligible dependents under New Jersey State Health Benefits Program.

D. RETIREMENT

The Administrator shall enroll in IIAA-CREF, if his/her position is certified as eligible for participation in that pension plan. The administrator shall enroll in PERS if the position is certified as ineligible for participation in TIAA-CREF or if the administrator has an active PERS account and chooses to remain in the latter plan.

E. DENTAL INSURANCE

During the term of the Agreement, the Board of Trustees shall provide a dental insurance plan for Administrators with benefits comparable to the coverage provided by CIGNA's Schedule XII. Premium costs will be borne by the Board of Trustees. The Board will give first preference to a plan which will allow Society members to expand coverage to include families (husband, wife, and children) of members of the Society. If coverage is available, premium costs for families shall be borne individually by Society members.

F. EDUCATIONAL BENEFITS

An Administrator shall be entitled to reimbursement of tuition for graduate studies equal to fifteen (15) credits in any period beginning in September and ending in August, with no more than six (6) credits in any given semester, except that first year personnel will be limited to six (6) credits per year, starting with the second semester of their first year of employment. Reimbursement shall be at the graduate credit hour rate for Rutgers, The State University, or at seventy-five percent (75%) of the existing rate of the institution the Administrator is attending, whichever is the greater amount, but in no event to exceed actual cost paid.

All courses, short courses, workshops or professional organization training programs related to the individual's work function at the College and recognized as consonant with the DHE requirements for staff development and the educational mission of the College may be reimbursed by the College, at the College's discretion.

All Administrators are to be granted, on a space-available basis, tuition free entrance, including the waiver of all fees, to two courses per semester to a maximum of eight (8) credits, (credit and/or community service) at Raritan Valley Community College so long as there is no conflict with their own assignments as determined by the appropriate Dean.

Un a space-available basis, administrators' dependents (including husband or wife and children) are to be granted tuition-free entrance, with a waiver of fees, to three courses (credit and/or community service) per semester at Raritan Valley Community College for which they meet entrance requirements. If the dependent is a full-time matriculated student at the College, the limitation on credit courses per semester will not apply.

G. CHILD CARE

For the duration of this Agreement, Child Care Center tees for children of Administrative Society members will be as follows:

For the first child, employees earning:

\$20,000 - \$29,999 - 25% discount from basic rate 30,000 - 39,999 - 12.5% discount from basic rate 40,000 or more - full basic rate

Attendance for additional children will be billed at one half $(\frac{1}{2})$ the rate of the first child.

ARTICLE XI

LEAVES

- A. The College shall grant pregnancy leave in accordance with its present policy. Additionally, the College will comply with the provisions of the Family Leave Act, which addresses leaves of absence for the birth or adoption of a child or serious health condition of a family member. Any request for additional leave for childrearing purposes shall be treated in the same manner as other leaves of absence without pay as provided for in paragraph B of Article XI.
- B. Administrative employees may request a leave of absence without pay during the year for urgent or compelling reasons. Up to three (3) days of leave without pay may be granted by the supervisor, dean or other administrative head. Requests for leave without pay in excess of three (3) days must be submitted to the Vice President for Administrative and Financial Affairs for approval.
- C. Administrators may apply through the President to the Board of Trustees for paid professional leave time for the purposes of conducting professional projects, research, or to become skilled in new technologies to maintain and improve administrative skills, which, in the opinion of the Board, will be beneficial to the College and enhance the performance of the administrator at Raritan Valley Community College.

ARTICLE XII.

GRIEVANCE PROCEDURE

In the adjustment of complaints and grievances, the Society shall be represented by a Grievance Committee selected and designated by the

ARTICLE XII. GRIEVANCE PROCEDURE - Contd.

Society. Matters involving interpretation, application or performance of this Agreement shall be taken as follows: (Note - Definition of a "grievant" - a "grievant" is the Society member or members of the Society making a grievance or claim).

FIRST STEP - The grievant shall first notify his/her immediate supervisor and will then discuss the grievance with the appropriate dean within ten (10) working days from the time when the grievant had knowledge of such facts as would constitute a violation of this Agreement. At such meeting, the grievant shall be entitled to have present a representative of the Society. If the grievant and the appropriate dean do not reach an agreement, the matter shall be reduced in writing within five (5) working days by the grievant in a letter to the Vice President for Administrative and Financial Affairs, setting forth the full nature of the claim, the complete factual basis upon which it is based, and the demand for relief. One copy shall be sent to the grievance committee, one to the supervisor, one to the appropriate dean, and one to the Director of Personnel.

SECOND STEP - Within twenty (20) working days after receipt of the letter, the Vice President for Administrative and Financial Affairs (except when the Vice President is the immediate supervisor and hears Step 1) or his representative shall render a written decision either approving the grievance and granting the relief requested, or rejecting the grievance and setting forth the reasons for the rejection.

THIRD STEP - The Grievance Committee (or grievant) within twenty (20) working days of the Vice President's decision will notify the Vice President in writing that he/she requests binding arbitration to resolve the grievance as it had been stated in Step 1. The procedure after the receipt of the request for binding arbitration will be as follows:

- A. The parties shall attempt to choose an arbitrator. In the event that the parties are unable to agree on a mutually acceptable arbitrator within five (5) working days of the institution of the Third Step, the Public Employment Relations Commission (PERC) shall then be requested to submit panels from which the arbitrator shall be selected.
- B. The College and the grievant shall bear the expense of its own legal and special representatives; the expense of the arbitrator and the cost of the meeting room (when the meeting is off campus) shall be borne equally by the College and the grievant.
- C. Jurisdiction of the arbitrator shall be according to the terms and conditions set forth in the rules of the Public Employment Relations Commission (PERC).
- D. Matters reserved by statute or regulation to the Board of Trustees shall not be subject to arbitration.

- E. The award of the arbitrator shall be final and binding on both parties if rendered pursuant to the rules prescribed by the Public Employment Relations Commission (PERC).
- F. The award of the arbitrator shall be implemented within twenty (20) days from the date of the decision or sooner depending on the nature of the issues involved.
- G. Both parties agree that at least one week prior to an arbitration that each side will furnish to the other, a list of all witnesses, copies of all writings, documents and correspondence which may or will be presented at the arbitration hearing.

ARTICLE XIII

PERSONAL EXPENSE REIMBURSEMENT

- A. When an Administrator is oft campus on College business, the Administrator will be reimbursed for meals and lodging according to approved policy.
- B. If the administrator is required to operate his/her own motor vehicle, he/she should be reimbursed at the State rate.

ARTICLE XIV

MISCELLANEOUS

The parties recognize the valuable assistance to be gained from effective communication between the Society and the College. Accordingly, it is agreed that the College and the Society will meet regularly to resolve problems of mutual concern to the parties. Such meetings and the agenda, therefore, may be set by either party to this Agreement and shall be scheduled at a mutually convenient time and place.

It is understood that such meetings are not intended to bypass the grievance procedure or to be considered negotiating meetings, but are intended as a means for fostering harmonious relations.

ARTICLE XV

DURATION OF THE AGREEMENT

This Agreement shall be effective for the period commencing July 1, 1990 and continuing through June 30, 1993 and shall continue from year to year thereafter unless either party shall give written notice to the other not later that October 1, 1992, of its intention to terminate, modify, amend or supplement this Agreement. No later than November 17, 1992, the parties hereto shall commence negotiations having for their purpose the settlement of the issue raised by such notice.

BOARD OF TRUSTEES

Chairman

ADMINISTRATIVE SOCIETY

President

Witness

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Witness

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