



**RARITAN VALLEY
COMMUNITY COLLEGE**

Administrative Society Contract

AGREEMENT BETWEEN
RARITAN VALLEY
COMMUNITY COLLEGE
BOARD OF TRUSTEES
AND
RARITAN VALLEY
COMMUNITY COLLEGE
ADMINISTRATIVE SOCIETY

For the period
July 1, 2005
through
June 30, 2008

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 negotiations 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, positions and/or classifications, the College shall notify the Society. The notification shall include an indication as to whether the position is to be included or excluded from the Unit. In the event of a dispute concerning placement, the dispute shall be submitted to PERC for a unit clarification.

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.
- 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 employees' lunch hour.
- D. The Society shall be allowed reasonable use of facilities, office equipment, and communication systems (excluding the College's web-site, server, or future systems of a similar nature.) Facilities, office equipment and communication systems are collectively referred to below as "facilities." The Society agrees that the use of those facilities is to conduct Society business among its members and its other education association affiliates. Those facilities shall not be used for communication with the general public or to promote the Union's perspectives or opinions to the general public. The Society agrees that its use of facilities shall be restricted to times that do not pre-empt 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 notices relevant to the employees it represents on designated Society bulletin boards.
- F. The Society may use the inter-office mail and e-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 one hundred (100) copies of this Agreement. The College shall also provide an electronic copy of this Agreement to the President of the Society.

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.
- 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 Administrator may be suspended, disciplined, dismissed or reduced in compensation or range at any time during the term of an individual contract without just cause or non-renewed without just cause or without legitimate reason related to a lawful College objective. This section shall not be subject to binding arbitration under Article XIII, but shall be limited to advisory arbitration.

B. The parties agree to follow applicable law with regard to non-discrimination. The College and the Society agree there shall be no discrimination on the basis of race, creed, color, national origin, gender, marital status or disability in any manner.

C. PERSONNEL RECORDS

1. 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.
2. An Administrator shall be provided with a copy of anything placed in their personnel file at the time that it is inserted.
3. An Administrator shall be granted the right to review the material in his/her personnel file. The Administrator shall have the right to attach a response to any item which is sent or copied to his/her personnel file, within fifteen (15) working days of the date of the document. If a document is in the Administrator's personnel file and was not previously sent or copied to the Administrator, the Administrator shall have the right to respond to the contents of the document within fifteen (15) working days of the time the employee views the document in his/her personnel file.

D. CONTRACT NOTIFICATION

Administrative employees in their first five years of full-time consecutive service shall be notified of non-reappointment or privatization of position by March 15 of each year. After the fifth consecutive full year of service, notification of non-reappointment or privatization of position shall be made by December 15 of each year. For the purposes of this section, the year shall be defined as July 1 to June 30. Eligible administrative staff whose initial appointment is after July 1 but prior to October 1 shall be given a term from the date of appointment to June 30 of the following year, and this appointment shall be considered as one full year of service. Eligible administrative staff whose initial appointment is after October 1 shall be given an appointment until June 30 of the following year, but this appointment shall not be considered as a full year of service.

Any administrator who is not notified of non-reappointment or privatization of their position in accordance with the provisions set forth shall be entitled to reappointment for an additional one-year contract.

Administrators may be assigned by the President to any professional position within their competence during the term of the contract. However, their salary may not be reduced during the duration of the contract below that which they would have received had they continued in their original position. They may be dismissed from the College during the term of the contract only for cause.

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/her immediate supervisor and/or Dean. This formal evaluation process shall be designed to assist the administrator to enhance his/her performance and shall be based on the responsibilities and accomplishments as identified in his/her job description and annual goals and objectives. The final results of the evaluation process shall be reviewed with the Administrator in a conference. If the Administrator so desires, he/she may respond to the evaluation in writing within twenty (20) working days of the conference. One copy of the response should be provided to the supervisor and one to the Director of Human Resources, to be attached to the original evaluation which is placed in the personnel file.

In addition to establishing goals and objectives each year for the following year, and summarizing achievements based on the previous year's goals, the evaluation process may include a self-evaluation.

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:

1. Additional number of employees supervised
2. Additional budget responsibilities
3. Additional duties not in the original job description
4. Significant increase in workload

- 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:
1. The immediate supervisor, who sends the request with his/her recommendation to
 2. The appropriate Dean, who sends the request with his/her recommendation to
 3. 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 a minimum of five per cent (5%).
- D. The President of the Administrative Society will be notified of all reclassifications.

ARTICLE VIII - MERIT AWARD

The President may give a Merit Award as a method of recognizing an Administrator's meritorious performance above stated duties. The criteria for giving a Merit Award are management prerogatives.

Over the term of this contract, Merit Awards shall be made over organizational lines. While the fiscal activities of the selected recipient may be the basis for an award, fiscal considerations shall not be the sole basis used to make awards over a period of years.

The President shall issue a statement indicating the reasons why a recipient was selected. In the event that a potential recipient was nominated, the President shall have no responsibility to provide reasons why an individual was not selected for an award.

Decisions of the President in connection with Merit Awards are neither grievable nor arbitrable.

This provision shall terminate on June 30, 2008 unless both parties agree to extend it.

Merit Awards shall not exceed 3% of salary.

ARTICLE IX - SALARIES, CATEGORIES AND MAXIMUM SALARIES

Administrative titles shall be divided into six (6) categories based upon their function. During the term of this Agreement, the Board of Trustees and the Administrative Society have agreed to the following minimum and maximum salaries for each category during each year of this Agreement. These minimum salaries shall apply to all current members of the bargaining unit as well as to new hires.

FISCAL YEAR 2005-2006

Grade	Minimum Salary	Maximum Salary
1	\$59,000	\$88,500
2	\$56,000	\$84,000
3	\$50,000	\$75,000
4	\$46,000	\$69,000
5	\$42,000	\$63,000
6	\$39,000	\$58,500

FISCAL YEAR 2006-2007

Grade	Minimum Salary	Maximum Salary
1	\$60,475	\$90,713
2	\$57,400	\$86,100
3	\$51,250	\$76,875
4	\$47,150	\$70,725
5	\$43,050	\$64,575
6	\$39,975	\$59,963

FISCAL YEAR 2007-2008

Grade	Minimum Salary	Maximum Salary
1	\$61,987	\$92,980
2	\$58,835	\$88,253
3	\$52,531	\$78,797
4	\$48,329	\$72,493
5	\$44,126	\$66,189
6	\$40,974	\$61,462

2. The maximum salary rates set forth in the contract have not been adjusted. However, for the duration of this agreement all Administrators will receive the adjustments above irrespective of whether after the adjustment their salary exceeds the maximum for that portion.

3. The salaries of Administrators who were employed on a full-time basis as an Administrator as of 6/30/2005 (and who are in the same status as of June 30th of any previous year) will be adjusted as follows:

July 1, 2005 - Each employee will receive a pay adjustment of 4% or a minimum of \$2,000.00, whichever is greater.

July 1, 2006 - Each employee will receive a pay adjustment of 4%.

July 1, 2007 - Each employee will receive a pay adjustment of 4%.

4. The provisions of the salary adjustments are retroactive to 07/01/2005, for all covered employees who were employed as of July 1, 2005. Administrators hired since July 1, 2005, will receive no adjustment for the school year 2005-2006. They will begin to receive adjustments effective with the scheduled adjustments of July 1, 2006.

ARTICLE X - 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 thirty-seven and one-half (37.5) hours exclusive of lunch periods. An Administrator may choose to take a one-hour or a one-half hour lunch period, subject to the needs of the Department. Administrators will provide effective service to students and the community. The work week will be determined based on the needs of those who are served.

If a summer work schedule is adopted by the College, reasonable advance notice will be given.

Any work week established by the College for an Administrator shall include at least two (2) consecutive days off in the work schedule.

An Administrator and their direct Supervisor shall be permitted to reach an agreement to work flexible hours or a compressed work week under the following conditions:

1. The starting and ending times of the work day can be altered to permit the Administrator to attend to personal or family needs for a limited period of time. Work time lost shall be made up during the same day or during the same work week.

2. Permanent alteration of the starting and/or ending times of the work day to accommodate the mutually agreed upon interests of the Administrator and the needs of their Supervisor and the College.

3. A permanent alteration of the work week to be compressed from five (5) days to four (4) days with an alteration in the starting and/or ending times of the work day to accommodate the mutually agreed upon interests of the Administrator and the needs of their immediate Supervisor and the College.

Any alteration of the work schedule under Paragraphs 2 and 3 above must be in writing and signed by the Supervisor and the Administrator and filed with the Human Resources Department. Such changes require the approval of the Executive Administration of the College, and are subject to the needs and work of the institution. The changes will not become effective until written approval is given. Executive Administration approval pertains to the head of the Employee's Work Division. If approval is not given within thirty (30) days, then the request will be deemed denied.

Changes in work schedule shall end on June 30th of each year, unless both the Administrator and the College agree to continue the change for the succeeding year.

Changes in the individual work schedule are subject to the needs of the College and are at the discretion of the College and are not subject to arbitration under the grievance provisions of the Contract.

B. PROFESSIONAL ORGANIZATIONS

Administrators are encouraged to be members 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/she will be granted leave with pay. All per diem compensation received from the State or County will be returned to Raritan Valley Community College. A copy of the jury duty notice will be provided to the Director of Human Resources.

D. VACATION 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 and unscheduled school closing 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

Memorial Day (2)

July Fourth (2)

Labor Day

Thanksgiving Day

Friday after Thanksgiving

Christmas Day

Christmas Eve or the day following Christmas day

In addition, staff members shall have a Floating Holiday to be taken at the discretion of the administrator's immediate supervisor, during the period of July 1st - June 30th.

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.

F. BEREAVEMENT

1. Five (5) days of bereavement leave shall be granted to Administrators in the event of death in the immediate family: mother, father, step-parent, wife, husband, sister, brother, son, daughter, step-children, in-laws, **and Domestic Partner as defined by New Jersey Law**, or other member of the 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. **To qualify as a Domestic Partner, the Administrator must qualify for and have executed and filed an Affidavit of Domestic Partnership as permitted by New Jersey law.**
2. 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 attended to at the appropriate time. Personal leave shall not be cumulative.

ARTICLE XI - FRINGE BENEFITS AND INSURANCE

A. HEALTH EXAMINATIONS AND EYE GLASSES AND CONTACT LENSES

Each Administrator shall be entitled to reimbursement of unpaid bills of up to \$175 per fiscal year incurred as a result of obtaining a general physical examination (required lab work included) and/or a gynecological exam (required lab work included) and/or an ophthalmic exam and/or the cost of eyeglasses and contact lenses incurred within that fiscal year. To obtain the benefit, an Administrator must present a personal expense voucher, generally within sixty (60) days, and receipt(s) stating that the physical examination(s) was completed and/or the eye glasses and/or contracts purchased. (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 bills are not forthcoming within the same fiscal year the physical occurred, notification must be provided to the Human Resources Office by June 30.

If an Administrator so chooses, he/she may skip a fiscal year and apply the \$175 to a sum total of \$350 in the next fiscal year.

B. SICK LEAVE/SICK BANK

1. Administrators will be entitled to twelve (12) sick days a year for the first five (5) years of employment. Thereafter, Administrators will earn fifteen (15) days of sick leave per year.

2. Sick Leave Bank - A sick leave bank will be established for use by Administrators who have suffered an extended disability and/or catastrophic 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 (2) days within the prior **one (1)** fiscal year to the bank. Exceptions may be considered in extraordinary circumstances. An Administrator **cannot contribute unless they have at least one continuous year of service as of June 30th of any given year.**
- 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 one thousand (1,000) days. In that case, the contribution of sick days will be recorded, but the bank limit will remain at one thousand (1,000) days.
- d. The Human Resources Office shall maintain the record of contributions and withdrawals from the sick leave bank.
- e. An eligible Administrator may present a claim to the Human Resources 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 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 one hundred five (105)** days from the bank in any twelve (12) month period. Once an Administrator has used a total **of one hundred five (105)** 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 by the above criteria will be paid as follows:

Years of Continuous Service	Percentage of Salary to be Paid
1 to 2 years	60%
2 to 5 years	70%
6 to 10 years	80%
More than 10 years	100%

3. 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, **or upon death during the period of employment**, with fifteen (15) years or more of full-time consecutive service at the College, Administrators shall receive a payment equal to twenty-five (25%) percent of the unused portion of his/her accumulated sick leave up to a maximum of thirty-seven and one-half (37.5) 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-seven and one-half (37.5) days.) Payment will be made in two equal sums - the first within 1 month of retirement and the second on July 15 of the next fiscal year. If an administrator so chooses, he/she may elect to defer either payment until the next calendar year except that such deferment may not result in two payments within the same fiscal year.

C. HEALTH BENEFITS

Administrators shall be eligible to enroll in the health benefit program offered by the College. An administrator may also enroll eligible dependents. Health benefit coverage shall be at no cost to the administrator.

Co-pays for Prescriptions) are:

Effective 1/1/06 increase co-pay for brand name prescriptions to \$10.00

Effective 1/1/07 increase co-pay for brand name prescriptions to \$12.00

Effective 1/1/08 increase co-pay for brand name prescriptions to \$15.00

Effective 1/1/06 increase co-pay for generic prescriptions to \$5.00

Effective 1/1/07 increase co-pay for generic prescriptions to \$6.00

Effective 1/1/08 increase co-pay for generic prescriptions to \$7.00

The above deductibles will apply to prescriptions obtained at a pharmacy. Mail in prescriptions require no co-pay.

In the event that the College elects to change the carrier, the level of benefits in the new Plan will be equivalent or better to those currently in force as described above. **The College agrees that if, as a result of negotiations with other Bargaining Units, its Health Insurance Plan is amended to provide coverage for Domestic Partners that the change will be extended to this Unit as well.**

D. DENTAL INSURANCE

The Board of Trustees and the Administrative Society agree to provide members of the Administrative Society with a reasonable and customary dental plan for which the Board will pay 100% of the premium, up to a maximum of \$13.50 per employee, per month, and 50% of the premium up to a maximum of an additional \$10 per month for those individuals who qualify for and elect family coverage. Society members will pay, through payroll deduction, benefit premiums in excess of the Board's contribution as noted above.

E. RETIREMENT

The Administrator shall enroll in the Alternate Benefit Plan, 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 eligible for participation in the Alternate Benefit Plan or if the Administrator has an active PERS account and chooses to remain in the latter plan.

F. EDUCATIONAL BENEFITS

An Administrator shall be entitled to reimbursement of tuition **and fees** 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. An Administrator shall be entitled to reimbursement of tuition for junior or senior level undergraduate courses leading to a degree when the employee does not possess a Bachelor's Degree or for any undergraduate course which the employee is directed to attend by his/her supervisor. Reimbursement will be made on the same basis for graduate studies. Reimbursement shall be at the applicable credit hour rate for Rutgers, the State University, or at seventy-five (75%) percent 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. An Administrator shall be reimbursed for one-half cost, at the above rate, upon enrollment; the remaining portion to be reimbursed upon satisfactory completion of the course. An Administrator shall reimburse the College for courses not completed within six (6) months of the semester's end unless an acceptable explanation for non-compliance is provided by letter to the appropriate Vice President within the six (6) month period.

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 Commission on Higher Education requirements for staff development and the educational mission of the College may be reimbursed by the College, at the discretion of the College.

All Administrators are to be granted, on a space available basis, tuition free entrance (including waiver of all fees) to three (3) courses per semester, two (2) of which may be credit courses to a maximum of eight (8) credits, at Raritan Valley Community College so long as there is no conflict with their own assignments, as determined by the appropriate Dean. **The Administrator will pay the cost of books.**

On a space available basis, Administrators' dependents (including husband or wife and children) are to be granted tuition free entrance (**not including a waiver of fees**) to three (3) courses (credit and/or CCE courses) 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. For credit courses at the institution, the College agrees to waive all fees except those intended to cover actual out of pocket costs specifically incurred for the course. For CCE courses, the parties agree to waive the admission deposit, registration fee, general fees and late fees required in connection with courses taken with respect to this section. **If a credit course or a CCE course requires the payment of a fee to a third party vendor or the payment of a fee for supplies, the administrator will be responsible for the payment of the fee at the rate charged to the College, for dependents. The administrator will pay the cost of books.**

G. CHILD CARE

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

For the first child, employees earning:

- Less than \$40,000 37.5% discount from the full rate
- \$40,000 - 49,999 25% discount from the full rate
- \$50,000 - 59,999 12.5% discount from the full rate
- \$60,000 or more full rate

There will be no College discount on fees.

Attendance for additional children will be billed at one-half the full rate for the age of that child. The "first child" is defined as the child who is regularly enrolled on a continuous basis. The "additional children" are the ones who have been at the Center for less time than the first child or the ones who are considered drops-ins or summer-only participants.

Among all groups of College employees, registrations will be accepted on a first-come, first served basis within parameters set down by the Child Care Center policies.

H. PROFESSIONAL DEVELOPMENT

During the term of this Agreement, the Board agrees to establish a Professional Development Pool of \$10,000.00 per year, beginning in the 2001-2002 fiscal year, for conferences, meetings, seminars and activities which were unanticipated or are exceptional and therefore were not included in the regular Department Budget.

Approval for attendance shall be on a rolling basis. Application should be made as early as possible. No more than one-half of the funds shall be committed for attendance during the period July 1 through December 31. The balance of the funds shall be available for attendance during the period January 1 through June 30.

The decision to authorize attendance shall be made solely by the College. The Society shall be notified of the recipients who are approved. The decision of the College shall be final and not arbitrable.

I. TEMPORARY DISABILITY PLAN

All members of the Society who do not qualify for participation in the Sick Bank because they have been employed less than one year on June 30th of any year and do not have one year of continuous service, can elect to participate in a Temporary Disability Plan with levels of benefits equivalent to the State Plan by paying a portion of the premium for the Plan in the amount of \$2.50 per pay period (two pays per month).

At the time that an Administrator is eligible to elect participation in the Sick Bank, they are no longer entitled to participate in the disability plan. This is the case even if they elect not to participate in the Sick Bank.

ARTICLE XII - FAMILY LEAVES

A. Family Leave - New Jersey Family Leave Act (NJFLA) and Federal Statutes, the Federal Family and Medical Leave Act (FMLA).

NJFLA entitles eligible RVCC employees up to 12 weeks of unpaid family leave in a 24 month period for purposes covered by the Act. To become entitled to NJ Family Leave an employee must have been employed by RVCC for one year and must have worked 1,000 hours during the year immediately preceding the leave. NJ Family Leave time may be used to provide care made necessary for the birth or adoption of a child of the employee; and to provide care made necessary for a serious health condition of a spouse, child, parent, or parent-in-law. The maximum allowable leave for all purposes under the NJFLA is 12 weeks in a 24 month period.

The Federal Family and Medical Leave Act entitles eligible RVCC employees to up to 12 weeks of unpaid family leave in a 12 month period provided the employee has been employed by RVCC for at least 12 months (need not be consecutive) and must have worked at least 1,000 hours during the year immediately preceding the beginning of the leave. FMLA may be used to care for the employee's child after birth or placement for adoption or foster care; to care for the employee's spouse, child, or parent who has a serious health condition; or for the employee's own serious health condition.

An employee may be required to provide specific medical certification to support a request for leave. Where the purposes of the NJFLA overlap with the purposes of the FMLA and/or RVCC leave provisions and/or accrued time provisions, an absence may be charged concurrently to several leave provisions and to accrued time.

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 appropriate Vice President 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 XIII - GRIEVANCE PROCEDURE

In the adjustment of complaints and grievances, the Society shall be represented by a Grievance Committee selected and designated by the 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 discuss the grievance with the appropriate Dean or Division Head 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 or Division Head do not reach an agreement, the matter shall be reduced to writing within five (5) working days by the grievant in a letter to the Director of Human Resources. The grievance will set forth:

The nature of the claim, the facts upon which it is based including the dates upon which incidents are alleged to have occurred. The grievant shall also supply copies of any relevant documents or writings in the grievant's possession.

A reference to the contract provision or provisions which the grievant believes have been violated and a brief statement of how the actions complained of violated the provision, and an indication of the specific remedy being sought or the demand for relief.

One copy of the grievance shall be sent to the Grievance Committee, one to the Supervisor, one to the appropriate Dean or Division Head and one to the Director of Human Resources.

SECOND STEP - Within ten (10) working days after the receipt of the written grievance the Director of Human Resources or his/her representative shall indicate whether he/she wishes to convene a meeting. If the Director convenes a meeting the parties will cooperate in an attempt to schedule it within five (5) working days. At the meeting the grievant shall present his/her grievance and shall answer questions and provide such information as the Director requires in order for the Director to make an informed judgment. The grievant may present witnesses. The grievant shall be entitled to have a representative of the Society assist them and be present. The Director shall render a written decision either approving the grievances and granting the relief requested or rejecting the grievance and setting forth the reasons for the rejection within ten (10) working days of the meeting. In the event the Director does not convene a meeting he/she shall provide a written decision to the grievance within twenty (20) working days of receiving the letter filing the grievance. Copies will be distributed as set forth in Step 1.

THIRD STEP - The Grievance Committee (or grievant) within twenty (20) working days of the Director's decision will notify the Director 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 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 Committee (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 XIV -- PERSONAL EXPENSE REIMBURSEMENT

A. When an Administrator is off 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 Federal rate.

ARTICLE XV - 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.

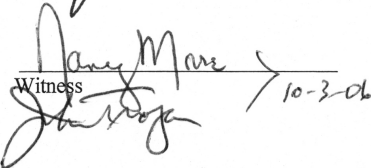
It is understood that such meetings are not intended to bypass the grievance procedure or to be considered negotiating meetings, but are intended as a means for fostering harmonious relations.

ARTICLE XVI - DURATION OF THE AGREEMENT

This Agreement shall be effective for the period commencing July 1, 2005, and continuing through June 30, 2008 and shall continue from year to year thereafter unless either party shall give written notice to the other not later than October 1, 2007, of its intention to terminate, modify, amend or supplement this Agreement. No later than November 17, 2007, the parties hereto shall commence negotiations having for their purpose the settlement of the issues raised by such notice.

BOARD OF TRUSTEES


Chairman


Witness

Date

RARITAN VALLEY COMMUNITY
COLLEGE ADMINISTRATIVE SOCIETY


President


Witness

Date

3 October 2006

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