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Agreement  
between  
Raritan Valley Community College  
Board of Trustees  
and  
Raritan Valley Community College  
Staff Federation

DEC 7 1995 For the period  
July 1, 1993  
through  
June 30, 1997

1893  
Mrs. L. A. ...  
New Brunswick, N. J.

## **ARTICLE I - RECOGNITION AND DEFINITIONS**

A. The Board of Trustees of Raritan Valley Community College hereby recognizes the Raritan Valley Community College Federation as the exclusive representative for collective negotiations in a unit of Raritan Valley Community College classified employees, excluding security personnel and all support staff positions reporting directly to the College President, Vice Presidents and the Director of Personnel.

B. Unless otherwise indicated, the term "Federation," when used hereinafter in this Agreement, shall refer to the Raritan Valley Community College Staff Federation.

C. Unless otherwise indicated, the term "employee," when used hereinafter in this Agreement, shall refer to all employees represented by the Federation (Pursuant to R.O. #79-128 and R.O. #79-133 (P.E.R.C. Certifications) in the negotiating unit as defined above.

D. "Part-time Employees" shall be defined as those individuals working 20 or more hours, but less than 35 hours per week on a regularly scheduled basis. Benefits shall be accrued by such part-time employees on a pro-rated basis.

E. 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.

F. 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.

G. Unless otherwise indicated, the term "College," when used hereinafter in this Agreement, shall refer to Raritan Valley Community College.

## **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 Federation 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. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. All changes in the terms and conditions of employment shall be implemented in accordance with Chapter 123, P.L. 1975.

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 Federation, the employees in the bargaining unit, and in the event that any provisions 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. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings, or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay. Time spent in negotiations, in arbitrations, and in meetings regarding the collective bargaining agreement, are not compensable hours if outside the regular working hours.

E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

### **ARTICLE III - GRIEVANCE PROCEDURE**

A. In the adjustments of complaints and grievances the Federation shall be represented by a Grievance Committee selected by the Federation.

B. A grievance shall be defined as matters involving interpretation, application or performance of this Agreement, practices, policies and administrative decisions affecting terms and conditions of employment.

C. Definition of a “grievant” - A grievant is the employee or employees or the Federation making a grievance or claim.

D. A grievant shall follow the Steps as listed below:

Before a grievance is filed, it should be discussed with the direct supervisor in an effort to resolve the matter. If not resolved, the grievant shall proceed to the First Step.

**FIRST STEP** - The grievant will first discuss the grievance with the Director of Personnel within ten (10) working days from the time when the grievant has knowledge of such facts as would constitute a grievance. At such meeting, the grievant shall be entitled to have present a representative of the Federation. If the grievant and the Director of Personnel 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 Director of Personnel, and one to the Supervisor.

**SECOND STEP** - Within twenty (20) working days after receipt of the letter, the Vice President for Administrative and Financial Affairs 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 arbitration of the grievance as it has been stated in Step 1. The procedure after receipt of the request for arbitration will be as follows:

1. 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 shall then be requested to submit panels from which the arbitrator shall be selected.

2. 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.

3. Jurisdiction of the arbitrator shall be according to the terms and conditions set forth in the rules of the Public Employment Relations Commission.

4. Matters reserved by statute or regulation to the Board of Trustees shall not be subject to arbitration.

5. The award of the arbitrator on grievances arising out of the interpretation, application, or performance of this agreement shall be final and binding on both parties if rendered pursuant to the rules prescribed by the Public Employment Relations Commission. The award of the arbitrator in all other cases shall be advisory only.

6. The award of the arbitrator shall be either implemented (if binding) or agreed to (if advisory) within twenty (20) days from the date of the decision or sooner depending on the nature of the issues involved.

7. Both parties agree that at least one week prior to any 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.

8. The parties agree that any deadline listed above may be extended by mutual consent.

#### **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 this Agreement.

## **ARTICLE V - FEDERATION RIGHTS AND PRIVILEGES**

A. Members of the Federation employed by the Board may be permitted to transact official Federation 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.

B. Rooms at the College designated as available for general meeting purposes can be used for Federation meetings without charge. Arrangements shall be made in advance with the individual responsible for allocating administrative and academic space, the student 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 Federation. On not more than one day per month, the Federation will be permitted to conduct a meeting during the employees' lunch hour.

C. The Federation shall be allowed the use of office equipment of the College, including typewriters, personal computers, photocopiers, mimeographs, duplicating machines, calculators, and audio-visual equipment but not including computer time. The Federation 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 Federation shall be liable for the cost of repairs or damage, resulting from misuse, related to approved use of facilities and equipment by its membership. The Federation shall pay also for the use of paper and supplies required by the various duplicating and reproduction processes at cost. The Federation shall purchase all materials in advance.

D. The Federation shall have the right to use the campus inter-office mail facilities.

E. The Board agrees to provide a section of an existing bulletin board in the College Center, the South Building, and the Arts Building for the exclusive use of the Federation. The Federation shall have the right to post bulletins and notices relevant to the employees it represents in the designated areas of each of the three bulletin boards.

F. The Board agrees to provide leave with pay to permit Federation members, as designated by the Federation President, to attend conventions of State or National affiliated organizations or collective bargaining conferences, provided that the total amount of release time with pay shall not exceed five (5) days per fiscal year. The Federation shall give at least (1) weeks notice to the Director of Personnel and the administrative supervisor of requests to utilize this leave.

G. The Director of Personnel will send to the Federation notification of the hiring of a new employee into a covered position, generally within ten (10) working days of the date of hire. Such notification shall include department, rate of pay, and classification.

## **ARTICLE VI - TUITION WAIVER AND REIMBURSEMENT**

A1. Employees and dependents (husband, wife, and eligible children, except as noted in A.2 below) are to be granted tuition-free entrance, with a waiver of the fees listed below, to three (3) courses, two (2) of which may be for credit. Enrollment is further restricted as follows: registration for non-credit courses will be accepted after the minimum paid enrollment is met; registration for credit courses will be accepted to a maximum of eight (8) credits per semester (fall, spring, summer) offered by Raritan Valley Community College, for which they meet minimum requirements. Such right to tuition-free enrollment for employees is granted so long as there is no conflict with the employee's assignments, as determined by the appropriate Dean. Registration is permitted during in-person registration periods.

2. Full time matriculated employee dependents (husband, wife and eligible children) are to be granted tuition-free entrance to five (5) credit courses per semester (fall, spring, summer) offered by Raritan Valley Community College for which they meet minimum requirements. Registration is permitted during any registration period.

3. The parties agree that the admissions deposit, registration deposit, late fees, and lab fees required in connection with courses taken with respect to this section, shall be waived by the College.

4. No preferential treatment will be received for either matriculated or non-matriculated students with regard to space in a particular class or section, but rather they will receive the same treatment as a member of the general, tuition-paying public.



B. Employees covered by this agreement are entitled to reimbursement for credit by examination when such examinations are administered by Raritan Valley Community College. Reimbursement will be permitted for up to two examinations per year, not to exceed a total fiscal year cost of \$150.

## ARTICLE VII - WORK SCHEDULE

A. **WEEKLY SCHEDULE** - The basic full-time work week is thirty-five (35) hours, plus a one-hour lunch period, as approved by the Vice President at the time of hire. When the needs of the College require that an employee's regular schedule be revised, the employee shall be given at least five (5) working days advance notice of a change in his/her regular work schedule. The revised schedule must be approved by the Vice President for Administrative and Financial Affairs. The provisions of this section shall not apply to temporary or short term changes in work schedule.

B. **NORMAL SUMMER WORK SCHEDULE** - The summer schedule which runs from June 1 through August 15 each year will consist of a basic working schedule of 8:30 a.m. to 4:00 p.m. or 8:00 a.m. to 3:30 p.m. at the option of the College, Monday through Friday, with a one-half (1/2) hour lunch period, unless the College notifies the union two (2) weeks prior to June 1 of its intent to implement a four-day, thirty-five hour work week. In such event, the summer schedule will not be implemented.

C. **OVERTIME** - Employees may be required to work overtime during peak periods. Those employees working overtime will be compensated, in pay, at the following rates:

1. Up to 40 hours per week at straight time rate;
2. Hours in excess of 40 per week at one-half rate.
3. On Holidays (except for the Christmas shutdown) at time and one-half, in addition to the regular Holiday pay.
4. On Sundays if it is the seventh (7th) consecutive work day, at two (2) times.

D. **VACATIONS** - Employees with less than one year of service earn at the rate of .83 days per month. New employees shall accrue vacation but be ineligible to be granted vacation leave until completion of six months of continuous service.

Employees are permitted to accrue two years of vacation leave. Accumulated leave in excess of two years accrual will be forfeited if not used prior to June 30th.

An employee will be entitled to receive vacation pay prior to the start of his/her vacation so long as two (2) full weeks' notice has been given to the Director of Personnel indicating such requested pre-payment of vacation pay.

Employees shall accrue vacation benefits on the basis of their anniversary date which accrual shall begin on the next following first or sixteenth day of the month following the employee's anniversary (e.g. January 16 for an employee hired on January 12).

An employee on an unpaid leave of absence will not accrue vacation time if such absence exceeds one-half of the scheduled working days in that particular month.

A non-probationary employee leaving the College for any reason except for termination for cause shall be paid for his/her unused vacation time.

Employees shall be notified of their vacation accruals semiannually.

The following is the schedule of vacation according to length of service:

Less than 1 year	.83 days per month worked (up to a maximum of 10 days)
1 - 4 years	Ten days (accrual at .83 days/month)
5 - 9 years	Fifteen days (accrual at 1.25 days/month)
10 - 12 years	Twenty days (accrual at 1.66 days/month)
13 or more years	Twenty-two days (accrual at 1.83 days/month)

**E. HOLIDAYS**

New Year's Day	Independence Day (2 days)
Martin Luther King's Birthday	Labor Day
George Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Memorial Day (2 days)	Christmas Day
	Either December 24 (if a scheduled working day) or December 26

The College will be closed between Christmas and New Year's Day and each employee will be entitled to this time off with pay. If however, the nature of an employee's work requires that they work all or part of this time, they will be compensated by an equal number of days or hours worked as time off at a later time as approved by his/her supervisor, or additional pay at the following rates: Straight time up to forty (40) hours worked, and time and one half (1-1/2) thereafter.

F. **FLOATING HOLIDAY** - Each employee covered by this Agreement will be entitled to one additional floating holiday after completion of a probationary period which will be taken during the fiscal year with at least one week's notice provided.

G. **CALL BACK** - When an employee is called back before or after regularly scheduled shift, he/she will be paid for a minimum of three (3) hours.

H. **COFFEE BREAKS** - Employees are permitted two (2) ten-minute breaks per day.

## **ARTICLE VIII - SENIORITY, JOB SECURITY, PROBATIONARY PERIOD**

A1. When a person begins work for the College, he/she is considered a probationary employee. The period of probation starts on the first day of regular employment and normally lasts until the employee has completed sixty (60) full days of actual work.

2. Probationary periods may exceed the normal sixty (60) working day period in instances where the Vice President for Administrative and Financial Affairs does not feel that the employee has had sufficient time to demonstrate full potential, and it is felt in the best mutual interest of the College and the employee to extend the probationary period for an additional thirty (30) to sixty (60) working day period. In such cases the College will advise the Federation and the employee of the extension of the probationary period, the reasons for such extension, and the period of extension.

3. Employment may be terminated for any cause at any time during the probationary period.

4. If an employee is accepted for regular employment at the end of the probationary period, future seniority and eligibility for benefits is determined from the original date of employment.

5. Individuals who leave the employment of the College during the probationary period will not be entitled to unused vacation accruals.

6. Non-probationary employees transferring from one position to another will not be probationary in the new position and will suffer no loss of benefits.

B1. Seniority shall control in all cases of layoff and recall within specific employment categories so long as the employee has the ability to do the job.

2. An employee transferred into a position established for a specific period of time, such as a position which is created as a result of a grant, shall suffer no loss of seniority or benefits and shall have the right to return to the position previously held by the employee when the temporary position ends.

3. A new employee hired for a specific period of time, such as in a position which is created as a result of a grant, may be laid off without bumping rights when the position is no longer available. Such employees shall have all other benefits provided in this Agreement, including the right to apply for other positions within the College. If hired for such other position, the employee shall have no new probationary period, and seniority shall be calculated from the employee's original date of hire.

4. In the event of a layoff, except as noted in B3 above, an employee will be maintained on a recall list for a period of twelve (12) months from the date of layoff.

5. An employee returning from layoff shall have no new probationary period; his/her seniority within his/her specific employment category and his/her accrued sick leave shall be restored as of the date of layoff; and his/her years of service for the purpose of personal leave and the accrual rates for sick leave and vacation shall be restored as of the date of layoff.

6. Seniority preference shall be granted to employees with respect to elective time off, except that once approved, elective time off cannot be changed by seniority bumping.

C. Before any final action is taken to contract out a department or service, the Board of Trustees will offer to meet with the Federation to discuss the proposed subcontracting and a possible severance package for the affected employees.

## ARTICLE IX - SALARIES

A. The Board agrees that the minimum and maximum salaries for bargaining unit members for the duration of this contract shall be as follows:

<u>Level</u>	<u>Minimum</u> 7/1/93 to 6/30/95	<u>Minimum</u> 7/1/95 to 6/30/97	<u>Maximum</u> 7/1/93 to 6/30/97
B	\$13,000	\$16,000	\$29,500
C	14,000	17,500	29,500
D	15,000	18,500	29,500
E	16,000	20,000	36,000
F	17,500	22,000	36,000
G	19,000	23,500	36,000
H	20,000	25,000	42,000
I	21,000	26,000	42,000
J	22,000	27,000	42,000
K	23,000	28,500	46,500
L	24,000	29,750	46,500
M	25,000	31,000	50,500

B. In the 1996-97 fiscal year, the Supervisor of Data Management shall receive a \$1500 increase. That portion of the increase which exceeds the cap for the grade will be paid as one-time cap relief which shall not be added to base salary in subsequent years.

C. Salaries of each member of the bargaining unit on the payroll October 1, 1993 shall be increased as follows:

July 1, 1993 - 5%

D. Employees covered under this contract who are hired prior to July 1, in each of the following years, shall have their salaries increased as follows:

July 1, 1994 - 6%

July 1, 1995 - 6%

July 1, 1996 - 6%

## **ARTICLE X - VACANCIES AND PROMOTIONS**

A. New positions, vacancies and promotional opportunities shall be brought to the attention of the employees by internal posting for three (3) days, through the use of bulletin boards and, if possible, by use of the College internal newsletter. A copy of the postings will be sent to the Federation President at the same time the position is posted. The posting shall include a general description of the position, the qualifications required, and the minimum salary.

B. If the minimum salary for a position is increased, the position shall be re-posted.

C. All qualified internal candidates shall have the right to apply for posted positions prior to the closing date. Internal candidates shall be interviewed before external candidates are interviewed.

D. All internal applicants will be advised in writing of the action taken by the College.

## **ARTICLE XI - MEAL ALLOWANCES**

Any employee required to work overtime who works three (3) hours before or after his regularly scheduled shift shall receive a \$5.00 meal chit.

## **ARTICLE XII - EMPLOYEE EVALUATION**

A. Every employee shall be evaluated at least once each year by his/her immediate supervisor. This evaluation process shall be designed to assist employees to improve their performance and shall be based upon the employee's responsibilities and duties as set forth in their job description. The final results of the evaluation process shall be reviewed with the employee in a conference to be scheduled prior to the evaluation due date. If an extension is required by the supervisor, the employee will be notified and a conference date will be scheduled within the extension period. A copy of the evaluation shall be given to the employee within ten (10) working days of the conference. The employee shall have the option to respond in writing to the evaluation within thirty (30) days of receipt of such evaluation and have such statement attached to the evaluation form.

B. An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at Board expense, of any document contained therein. An employee shall be entitled to have a representative(s) of the Federation accompany him/her during such review. The employee shall have the right to respond in writing to any item in the file within thirty (30) working days of having reviewed such file, such response to become part of the file.

### **ARTICLE XIII - FAIR DISMISSAL PROCEDURE**

An employee may not be disciplined or dismissed or have his/her salary reduced except for just cause.

### **ARTICLE XIV - EMPLOYEE FACILITIES AND EQUIPMENT**

A. **UNIFORMS** - Four (4) uniforms, which will be required to be worn, will be provided by the College for each employee in Physical Plant, Grounds, Receiving, Custodial Services and for Press Technicians. Uniforms will be replaced upon need as determined by the office director. Generally, uniforms will not be replaced more frequently than once per year. Foul weather gear, which is the property of the College, will be made available to those employees working outside. Safety shoes, which will be required to be worn, will be provided by the College for each employee in Grounds, Physical Plant, Receiving, Custodial Services, and for the Mail Clerk and Press Technicians. Safety shoes will be replaced upon need.

B. **PARKING** - The College agrees to provide on-campus parking for employees at the College at no charge.

C. **LOUNGES** - The College agrees to provide lounges for employees use during the term of this agreement.

D. **MILEAGE** - If the administration requires a staff member to operate his/her personal motor vehicle in the performance of business of the College, the College will reimburse the staff member at the State rate for mileage to cover all motor vehicle expenses, including insurance, paid by the employee.

E. **SAFETY COMMITTEE** - The parties shall establish a Joint Labor-Management Safety Committee, to be composed of three members appointed by the College and three members appointed by the Federation. The Committee shall discuss and make appropriate recommendations relative to the safety of the work environment.

## **ARTICLE XV - SICK LEAVE**

A. **NOTIFICATION** - In the event of illness, the employee is responsible for notifying his/her supervisor or designee no later than one hour after commencement of his/her normal work schedule. If he/she leaves a message with someone other than the supervisor or designee, the employee must call back and speak directly with the supervisor or his/her designee during the work day. Failure to report such absence within the specified time will result in the absence being considered as leave without pay.

B. **ELIGIBILITY** - Employees must complete the 60 working-day probationary period to qualify for paid sick leave. After the probationary period they will be credited with sick leave from their original date of employment.

C. **ACCRUAL RATE** - Sick leave shall accrue at the rate of twelve (12) days per year for the first through the fifth year of employment at the rate of one (1) day per month worked.

After five (5) years of employment, the accrual rate will be at 1.25 days per month worked or 15 days per year.

An employee on an unpaid leave will not accrue a sick day if such absence exceeds one-half of the scheduled working days in that particular month.

Absences due to illness which exceed five (5) days may require a physician's certification of approval for the employee to return to work and substantiation of illness.

Sick leave may be accumulated without limit.



D. When an employee retires, or leaves the employ of the College after fifteen (15) years of service (except by way of termination for cause), he/she shall receive a lump sum payment equal to twenty-five (25%) percent of the unused portion of his/her accumulated sick leave up to a maximum of 30 days payment, computed at the per diem rate being paid to the employee at the time of separation (i.e., this in effect means that if an employee has accumulated 120 days of sick leave, he/she will be paid for 25% of that accumulated time or 30 days at his/her current salary rate).

## **ARTICLE XVI - TEMPORARY LEAVE OF ABSENCE**

A. **MILITARY SERVICE** - The College shall comply with all applicable State and Federal laws with respect to military service. Available information on relevant statutes will be maintained by the Director of Personnel and will be provided to employees and to the Federation upon request.

Employees contemplating military service should contact the Director of Personnel as early as possible to insure continuity of pay and benefits.

B. **JURY DUTY** - It is recognized that serving on juries is not only a duty, but a privilege as a citizen of these United States. Therefore, if a classified employee is required to perform this service, he/she will be granted leave with pay. All compensation, except mileage, from the State or County for this will be returned to Raritan Valley Community College. The employee is also required to report to work on days within the service period when he/she is not scheduled to appear for jury duty. A copy of the jury duty notice will be provided to the Director of Personnel.

C. **LEGAL LEAVE** - Employees will be granted time off with pay to appear at any legal proceeding having to do with employment at the College. In addition, employees will be granted up to one (1) day of leave for any other legal proceeding so long as the employee is subject to a subpoena.

D. **PERSONAL LEAVE** - Employees may be granted, after completion of one (1) full year of employment, up to three (3) days of personal leave per fiscal year. Employees who complete one (1) year of service during the course of a fiscal year shall receive a prorated number of days based on the number of months remaining in that fiscal year. (Example: employee who completes one (1) full year of employment in January will be credited with 1-1/2 personal days for the remainder of that fiscal year.

Personal leave days shall be granted to permit employees to attend to matters which cannot be cared for on free time.

Requests for personal leave must be made on the approval form five (5) days in advance and receive the approval of the immediate supervisor and sent to the Personnel Office.

Personal leave days are not to be taken consecutively, or as vacation or extension of vacation, sick leave, holiday or other excused leave of absence, except in case of emergency as approved by the Director of Personnel.

If any employee is unable to reach work due to weather or other conditions, such day of absence may be treated as personal leave providing the department head was notified of such unavoidable absence. In this instance only, a Personal Leave form may be completed upon the employee's return to work.

**E. LEAVE WITHOUT PAY** - for good cause, employees may be granted up to three (3) months leave without pay. Consideration will be made on a case by case basis by the Vice President for Administrative and Financial Affairs upon written request from the employee and approval of the office supervisor. In an emergency or extraordinary circumstances, the leave may be extended by the supervisor with the Vice President's approval to a fourth month with the employee's current job guaranteed upon return.

**F. BEREAVEMENT LEAVE** - Employees are entitled to up to five (5) days of bereavement leave in the event of death in the immediate family (mother, father, wife, husband, sister, brother, son, daughter, grandparents, grandchildren, in-laws) or other member of the family living in the same household. One (1) additional day per year of bereavement leave to be used in the event of the death of a friend or member of family other than stated above, is available, if necessary.

**G. FAMILY LEAVE** - The College shall comply with Federal and State law and guidelines concerning family leave. The guidelines will be provided to employees and to the Federation upon request.

**H. MATERNITY LEAVE** - The College shall comply with Federal and State law and guidelines concerning maternity leave. The guidelines will be provided to employees and to the Federation upon request.

## **ARTICLE XVII - EMERGENCY CLOSINGS**

Approved absences and reported sick days shall not be charged to employees on days the College is closed due to snow, ice or other extreme emergencies.

If the College is closed due to such emergencies, employees scheduled to be in attendance will be paid at time and one-half (1-1/2) for all hours worked.

## **ARTICLE XVIII - INSURANCE COVERAGE**

A. **HEALTH CARE** - Employees shall receive, at no cost to themselves, full family coverage for eligible dependents under the New Jersey State Health Benefits Plan.

B. **DENTAL** - Effective October 1, 1991, the Board of Trustees and Staff Federation agree to replace the existing CIGNA Fee Schedule dental plan provided to members of the Staff Federation with the 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 for individual coverage, 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. Federation members will pay, through payroll deduction, benefit premiums in excess of the Board's contribution as noted above.

C. **DISABILITY** - Employees will be provided with a short-term disability policy. This policy will provide twenty-six weeks at 2/3rds salary, to a maximum of \$250.00 per week. The waiting period for illness or injury shall be fifteen (15) calendar days. All employees shall have deducted from each paycheck the sum of \$2.50 to be applied toward the cost of this benefit.

D. **PHYSICAL EXAMINATION** - Each staff member 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 within that fiscal year (including a gynecological exam and an ophthalmic exam as part of the general physical exam, as well as any lab work required). To obtain the benefit, the staff member must present to the Director of Personnel, a personal expense voucher, generally within sixty (60) days of the exam, 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 staff member 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 Personnel Office by June 30.

If the staff member so chooses, he/she may skip a fiscal year and apply the total of \$300 for an examination(s) in the next fiscal year.

Effective July 1, 1994, the reimbursement rates will increase to \$175/350. Also effective July 1, 1994, this benefit may be used for a general physical or an ophthalmic exam, or both.

**E. DRUG ABUSE POLICY** - The College policy on drug abuse will be made available to employees and the Federation upon request.

### **ARTICLE XIX - DEDUCTION FROM SALARY**

A. The Board agrees to honor each properly completed and signed continuing dues deduction authorization form of the Federation in accordance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-15 9 e) 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 Federation. The person designated shall disburse such monies to the appropriate Federation. Copies of Chapter 233, may be obtained from the Federation President. These monies shall be transmitted by the 10th day of the month following their collection.

B. The Federation shall certify to the College, in writing, the current rate of its membership dues. If the Federation changes the rate of its membership dues, it shall give the College written notice 30 days prior to the effective date of such change.

### **ARTICLE XX - MISCELLANEOUS PROVISIONS**

A. **NONDISCRIMINATION** - The parties agree to follow applicable law with regard to nondiscrimination. The College and the Federation agree there shall be no discrimination on the basis of age, race, creed, color, national origin, gender, sexual orientation, marital status, disability, or handicap in any manner.

**B. SEPARABILITY** - If any provision of this Agreement or any application of this Agreement, to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**C. UNDERSTANDING CLAUSE** - This Agreement incorporates the entire understanding of the parties on all matters which have or could have been the subject of negotiations, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or evaluated this Agreement.

**D. WAIVER OF CHARGES & FEES** - The parties agree that, in addition to the waivers listed in Article VI with respect to tuition and fees, locker, weight room and tennis court charges are waived for employees with a valid College identification card.

**E. CHILD CARE** - For the duration of this Agreement, Child Care Center fees for children of bargaining unit members will be as follows:

For the first child, employees earning:

Less than \$30,000 - 37.5% discount from the full rate  
30,000 - 39,999 - 25% discount from the full rate  
40,000 - 49,999 - 12.5% discount from the full rate  
50,000 or more - full rate

Attendance for additional children will be billed at one half (1/2) the rate of the first child.

**F. WORK ASSIGNMENTS OUTSIDE THE UNIT** - When a bargaining unit member is assigned by the Vice President for Administrative and Financial Affairs to work for an administrative supervisor, or outside the bargaining unit, for one week or longer, a differential will be paid.

**G. RECLASSIFICATION** - An employee who wishes to request reclassification shall submit appropriate documentation to his/her supervisor who will forward the documentation with a recommendation to the Director of Personnel. Receipt of such requests will be acknowledged.

**ARTICLE XXI - RETIREMENT**

All employees shall be included in the Public Employee Retirement System of the State of New Jersey.

Employees who retire with fifteen (15) or more years of service will receive a gold card, entitling them to all the rights and privileges associated with it.

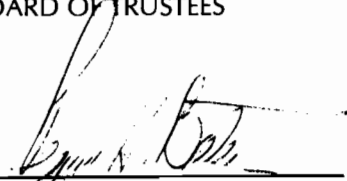
**ARTICLE XXII - DURATION OF AGREEMENT**

This Agreement shall be effective July 1, 1993 and shall remain in effect until June 30, 1997.

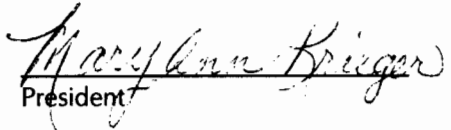
IN WITNESS WHEREOF, the parties have set their hands on the dates indicated:

BOARD OF TRUSTEES

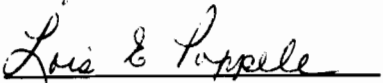
RARITAN VALLEY COMMUNITY  
COLLEGE STAFF FEDERATION




Chairman



President



Witness



Witness

1/10/94

Date

1-10-94

Date



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