



RARITAN VALLEY
COMMUNITY COLLEGE

Support Staff Contract

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

For the period
July 1, 2015
through
June 30, 2019

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 Support Staff, excluding security personnel and all support staff positions reporting directly to the College President, Vice Presidents, other members of the Executive Staff and the Vice President of Human Resources.

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 37.5 hours per week on a regularly scheduled basis. Benefits shall be accrued by such part-time employees on a pro-rated basis. Refer to Article XXII.

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, is 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.

F. On or before February 1st of the contract expiration year, the College shall notify the Federation Staff President of available negotiation dates. Negotiations shall begin no later than March 1st of the year in which the contract expires.

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. Any party in interest shall have the right to be represented at any stage of the grievance procedure by a Federation Representative.

FIRST STEP - The grievant will first discuss the grievance with the appropriate Division Head 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 Division Head 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 Human Resources and Labor Relations., setting forth:

1. The full nature of the claim, the complete factual basis 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.

2. A reference to the specific contract provision or provisions which the grievant contends has been violated and a statement of how specifically the actions complained of violated provision; and

3. An indication of the specific remedy being sought or the demand for relief. One copy shall be sent to the Grievance Committee, one to the Division Head, one to the Supervisor, and one to the Vice President of Human Resources and Labor Relations. .

SECOND STEP - Within fifteen (15) working days after the receipt of the letter, the Vice President of Human Resources and Labor Relations or his/her representative shall convene a meeting for a non- adversarial review. The parties will cooperate to schedule it. At the meeting the grievant shall present his/her grievance and shall answer questions and provide such information as the Vice President of Human Resources in order for the Vice President to make an informed judgment. The grievant may present witnesses. The grievant shall be entitled to have a representative of the Federation assist them and be present. The Vice President shall render a written decision both approving the grievance 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.

THIRD STEP - The Grievance Committee, within twenty (20) working days of the Vice President of Human Resource’s decision, will notify the Vice President of Human Resources 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 Federation shall bear the expense of their 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 Federation.

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 retains and reserves 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 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 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 for internal communications with covered employees and external communications with State or National Federation officials and government agencies concerning official business of the Federation. College equipment or systems cannot be used for publicizing a Federation position with the general public (for example, distributing information concerning impasse, etc.) Communications with Federation members about negotiations is permitted.

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 Somerset Hall, 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 one (1) week notice to the Vice President of Human Resources and the administrative supervisor of requests to utilize this leave.

G. The Vice President of Human Resources shall notify the Federation President five (5) working days prior to posting any position covered by this Contract. The notice shall include the job title and description, the qualifications, the pay scale, department and grade level. For all other non-Faculty openings at the College, the College agrees it will not fill the position until five (5) working days after the opening has been posted internally.

ARTICLE VI

TUITION WAIVER AND REIMBURSEMENT

A. 1. 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. 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 eleven (11) 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 any 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. For credit courses at the College, the College agrees to waive all fees except those intended to cover out of pocket costs specifically incurred for the course.

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. Bargaining unit members are entitled to sit for examination for credit without being charged by the College when such examinations are administered by the College, including the CLEP. Bargaining unit members will be able to sit for up to a maximum of four examinations

per fiscal years, but not to exceed a total fiscal year cost of \$300 to the College. Unit members will not be entitled to sit without charge for re-exams in the same area.

C. Additional Educational Benefits

A support staff member shall be entitled to reimbursement of tuition for junior or senior level undergraduate courses or graduate studies equal to eighteen (18) credits in any period beginning in September and ending in August, with no more than nine (9) 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. Such courses or the program must be relevant to the support staff member's position at the College as approved by the supervisor, or be designed to lead towards a degree relevant to an employment position at the college as determined by the Vice President of Human Resources.

Reimbursement shall be at the appropriate credit hour rate (undergraduate or graduate) for Rutgers, the State University, or at seventy-five percent (75%) of the existing rate of the institution the support staff member is attending, whichever is the greater amount, but in no event to exceed actual cost paid. A support staff member 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. A support staff member shall reimburse the College for courses not completed within six (6) months of the semester's end unless the appropriate Vice President/Dean approves a written explanation for non-compliance within the six (6) month period.

D. Any employee who earned either an Associate's Degree or a Bachelor's Degree while they were employed by the College shall have their base rate of pay increased by the following:

\$750.00 when an Associate's Degree is earned.

\$1,000.00 when a Bachelor's Degree is earned.

\$1,250.00 when a Master's Degree is earned.

Salary shall only be adjusted for one degree in each category. There shall be no retroactive payment due or earned.

Employees who earn the degree after the effective date of this settlement shall have their salary adjusted on the June 30th after furnishing proof of achieving the degree (the official transcript and a copy of the degree).

Employees who came to work for the College having earned a degree prior to their employment will not have their salary adjusted.

ARTICLE VII

WORK SCHEDULE

A. WEEKLY SCHEDULE - The basic work week is thirty-seven and one half hours (37.5), plus a one-hour lunch period. Each employee will be required to work a 7.5 hour day between the hours of 8 a.m. and 5 p.m. The exact work schedule will be determined by the appropriate Vice President/Dean after consultation with the employee and their direct supervisor, subject to the needs of the College. 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 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 4:30 p.m. or 8:00 a.m. to 4:00 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-seven and one-half 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.
2. Hours in excess of 40 per week at time and one-half.
3. On Holidays (except for the Christmas shutdown) at time and one-half, in

addition to the regular Holiday pay. Refer to Article VII, Section E.

4. On Sundays if it is the seventh (7th) consecutive work day, at two (2) times.

D. SHIFT DIFFERENTIAL – Those employees whose regularly assigned shift or any portion of the regularly assigned shift begins before 8:00 AM or extends after 5:00 PM shall receive a 10% shift differential for the actual regular hours worked before 8:00 AM or after 5:00 PM. Shift differential shall not apply to additional hours beyond the employee’s regular schedule which are worked before 8:00 AM or after 5:00 PM.

If an employee’s regularly assigned shift or any portion thereof begins before 8:00 AM or after 5:00 PM because of an accommodation made for the employee or because of flex schedule, the employee shall not be eligible for shift differential.

E. 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 VP of Human Resources 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-two days (Accrual at 1.83 days/month)
13 or more years	Twenty-five days (Accrual at 2.08 days/month)

The parties agree to vacation cash out to be completed on or before June 30, 2019. The cash out related to accrued vacation days and will be permitted once a year (2016, 2017, 2018 and up until June 30, 2019) for no more than two weeks at a time. All requests for payouts will be payable during a regular pay period.

E. HOLIDAYS

New Year’s Day	Independence Day (2 days)
Martin Luther King’s Birthday	Labor Day
Memorial Day (2 Days)	Thanksgiving Day Friday after Thanksgiving Day
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 the employee work all or part of this time, additional pay at the following rates: Straight time up to forty (40) hours worked, and time and one half (1-1/2) thereafter, except for those circumstances set forth in Article XVII. If Christmas and New Year's Day fall on a Saturday or Sunday the following interpretation shall apply: Employees shall have six working days off, which shall include the Friday before Christmas (which will be either December 23rd or December 24th) and Monday through Friday of the following week: December 26th (or 27th) through December 30th (or 31st).

F. FLOATING HOLIDAY - Each employee covered by this Agreement will be entitled to three (3) floating holidays 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 a regularly scheduled shift, he/she will be paid for a minimum of three (3) hours.

H. BREAKS - Employees shall be permitted two (2) fifteen minute breaks per day -- one in the morning and one in the afternoon. Breaks shall be scheduled with the consent of the Supervisor based upon the needs of the Department. The fifteen minute break shall include all time away from their assigned duties. The employees who leave their work area or the College must return to their assigned duties within fifteen minutes during which time the employee must travel and return to work. Breaks shall be non-accumulative -- meaning that unused time cannot be used at another time.

ARTICLE VIII

SENIORITY, JOB SECURITY, PROBATIONARY PERIOD

A. 1. 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/Dean 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.

B. 1. Seniority shall control in all cases of layoff and recall so long as the employee is qualified for the vacant position and has the present ability without requiring additional training to perform the duties of the position.

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. Thirty days 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 will be raised by 1% on July 1, 2016, July 1, 2017 and July 1, 2018 as follows:

Grade Level	FY 2015-2016 Min	FY 2016-2017 Min	FY 2017-2018 Min	FY 2018-2019 Min
E	\$29,722	\$30,019	\$30,319	\$30,622
F	32,692	33,019	33,349	33,682
G	34,922	35,271	35,623	35,979
H	37,151	37,523	37,898	38,277
I	38,637	39,023	39,413	39,807
J	40,125	40,526	40,931	41,340
K	42,353	42,777	43,205	43,637
L	44,211	44,653	45,100	45,551
T-I	38,016	38,396	38,778	39,166

B. The parties agree to a two (2%) percent retroactive salary increase for one (1) year (July 1, 2015). Salaries of each member of the bargaining unit shall be increased as follows: July 1, 2016 2%, July 1, 2017 2% and July 1, 2018 2%;

No retroactive payment will be made to any Unit Members who has left the employment of the College prior to this Agreement being ratified by the parties.

C. As part of this agreement longevity bonuses will be paid. The longevity is added to the base. Therefore, as an employee reaches a new bonus level (as 5 year benchmarks are achieved) their base pay is adjusted by the incremental difference. The payment will be based on full years of service as of July 1 of the current calendar year and the table is listed below. Determine years

of service as of the coming December 31. For example, when calculating the July1, 2008 salary amount, consider the years of service as of December 31, 2008. The number of full years will determine the amount of the longevity payment. This system will become permanent and will continue in future years. Longevity will increase across the board by \$50 retroactive to July 1, 2015 to active employees at the college.

Full Years of Service	July 1, 2015	July 1, 2016	July 1, 2017	July 1, 2018
5	\$550	\$600	\$650	\$700
10	\$700	\$750	\$800	\$850
15	\$900	\$950	\$1000	\$1050
20	\$1100	\$1150	\$1200	\$1250
25	\$1300	\$1350	\$1400	\$1450
30	\$1500	\$1550	\$1600	\$1650
35	\$1700	\$1750	\$1800	\$1850
40	\$1900	\$1950	\$2000	\$2050

D. Salaries will be calculated as follows:

Longevity, than negotiated increase

Longevity, than promotional increase, than negotiated increase

Educational pay, longevity, than negotiated increase

Educational pay, longevity, than promotional increase, than negotiated increase

E. For the duration of this agreement all staff members will receive the adjustments in section B irrespective of whether after the adjustment their salary exceeds the maximum for their position.

ARTICLE X

VACANCIES

A. New positions, vacancies and promotional opportunities shall be brought to the attention of the employees by internal posting for five (5) days, through the use of bulletin boards and, if possible, by use of the College Intranet. 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 unit member required to work overtime who works three (3) hours or more before or after his/her regularly scheduled shift shall receive a \$10.00 meal chit.

ARTICLE XII

EMPLOYEE EVALUATION

A. Every employee shall be evaluated at least once each year by his/her immediate supervisor during the period July 1 through August 31st. Additional evaluations will be performed when needed. 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 to which no previous response has been made 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, Mail Room, Central Stores, for Press Technicians, and Custodians. Uniforms will be replaced upon need as determined by the Executive 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, Mail Room, Central Stores, for Press Technicians, and Custodians. 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. The Committee will meet at least six (6) times per year.

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.

All leave time, other than sick leave, must be prescheduled in accordance with the terms of the contract:

Vacation Time: 2 full weeks' notice under Article VII

Personal Leave: 5 days' notice under Article XVI, Section D.

Other leave time cannot be used to cover leave for medical reasons unless prescheduled. Vacation time and Personal Leave can be used to cover surgery and other planned, extended medical leave if prescheduled and pre-approved.

An employee who uses all sick leave time will not be paid for additional time taken off and their attendance record will be evaluated and addressed if appropriate.

All inconsistent practices for scheduling leave time or taking leave time which are being used or permitted as of the date of ratification of this agreement (February 1, 2006), are no longer in effect and leave scheduling or use shall be in accordance with the above language.

B. ELIGIBILITY - Employees must complete the 60 calendar 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. The employer can always request substantiation of illness whenever it reasonably suspects abuse (for example a repeat pattern of days off, leave time taken around a holiday or weekend, regular incomplete work weeks, etc.).

Sick leave may be accumulated without limit.

D. ATTENDANCE INCENTIVE - In respect for employees who have good attendance records the College will pay the following bonuses to those who use less than the allotted sick days each year.

<u>EMPLOYEE USE</u>	<u>PAYMENT</u>
0 DAYS	\$ 300 (OR \$240 IF EMPLOYED LESS THAN 5 YEARS)
1 DAYS	\$ 280 (OR \$220 IF EMPLOYED LESS THAN 5 YEARS)
2 DAYS	\$ 260 (OR \$200 IF EMPLOYED LESS THAN 5 YEARS)
3 DAYS	\$ 240 (OR \$180 IF EMPLOYED LESS THAN 5 YEARS)
4 DAYS	\$ 220 (OR \$160 IF EMPLOYED LESS THAN 5 YEARS)
5 DAYS	\$ 200 (OR \$140 IF EMPLOYED LESS THAN 5 YEARS)
6 DAYS OR MORE	NO PAYMENT

These payments do not get added to base pay and will be paid on or about the 8/15 payroll.

E. When an employee retires, or upon an employee's death during the period of employment, 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 37.5 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 150 days of sick leave, he/she will be paid for 25% of that accumulated time or 37.5 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 Human Resources and will be provided to employees and to the Federation upon request.

Employees contemplating military service should contact the Vice President of Human Resources 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 staff 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 Vice President of Human Resource..

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 except in case of emergency or unanticipated event.

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 Vice President/Dean.

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 Finance and Administration upon written request from the employee and approval of the office supervisor. In 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 - 1. Eligible employees of Raritan Valley Community College are entitled to unpaid leaves under the provisions of the federal Family and Medical Leave Act (FMLA), New Jersey Family Leave Act (FLA) and New Jersey Security & Financial Empowerment Act (NJSAFE) in accordance with RVCC Family & Medical Leave Policy.

2. Whenever applicable, all leaves under this article shall be counted and run concurrently with leave available for the same circumstances under federal and state statutes.

3. If an employee requests to use eligible contractual leave (Accrued sick, vacation, personal time) during leave approved under FMLA, FLA, or NJSAFE acts the time shall run concurrently.

4. Employees requesting a leave shall be informed of their eligibility for leave under the law and this agreement.

5. Employees may be required to provide specific medical certification to support a request for leave and medical certification to return to work after a leave.

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.

During the week between Christmas and New Year's Day the Director of Facilities and Grounds and the Director of Human Resources will determine whether the emergency is one that would have resulted in the College being closed. If the situation is such that the College would have been closed for the emergency, employees called into work due to snow, ice or other extreme emergency shall be paid at time and one-half (1-1/2).

ARTICLE XVIII
INSURANCE COVERAGE

The college shall provide health care through the New Jersey School Employees Health Benefits Program (SEHBP). Eligible staff members shall be entitled to enroll in the health benefits program offered by the college. A staff member may also enroll eligible dependents, including a spouse, civil union partner, domestic partner and children. Dependent eligibility and documentation requirements are defined by the New Jersey School Employees Health Benefits Program. The college under Chapter 78, P.L. 2011 effective June 28, 2011, is required to collect contributions through payroll deduction. The percentage rate of contributions is determined based on the employees' annual salary and the selected level of coverage, the percentage of health care and prescription premiums for a salary range cannot be less than 1.5% of the base salary. The increased employee contributions will be phased in over a 4 year period. New employees hired after June 28, 2011, the effective date of Chapter 78, P.L. 2011, contribute at the highest percentage level (year 4).

- A. HEALTH CARE – 1. Effective January 1, 2017, medical and prescription benefits shall be bundled. Effective January 1, 2017 prescription drug coverage shall be provided based on the SEHBP medical plan chose by the subscriber and not as a stand-alone prescription drug plan. Bundling of the prescription and medical plans is contingent upon the legal authority of the College to offer a bundled plan.
2. Prior to July 1, 2017, members shall contribute to the cost of healthcare premiums for the SEHBP plan in which the member is enrolled in accordance with tier 4- the highest tier- of the rates set by former P.L. 2011, chapter 78.

3. Effective July 1, 2017 through 11:59pm on June 30, 2019, members shall contribute to the cost of healthcare premiums for the SEHBP plan in which the member is enrolled in accordance with tier 3 of the rates set by former P.L. 2011, chapter 78 and during the same period members who elect a medical and prescription plan that has a higher premium than Direct 15 shall pay the difference in the premium between Direct 15 and the higher cost plan.

4. Effective 11:59 pm on June 30, 2019 members shall contribute to the cost of healthcare premiums for the SEHBP plan in which the member is enrolled in accordance with tier 4- the highest tier- of the rates set by former P.L. 2011, chapter 78 and shall not pay the difference in premium between Direct 15 and a higher cost medical/prescription plan.

“Prescription benefits shall be offered under the School Employees Health Benefits Program (SEHBP) and shall be provided based on the medical coverage set forth in A1”.

In the event health insurance provisions fail to meet requirements of ACA and its related regulations or cause Employer to be subject to penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the ACA and avoid and/or minimize any penalties, taxes or fines for the Employer. The parties agree that this reopener is limited to the Act and nothing else. The parties agree that neither side will be required to negotiate on any other topic including but not limited to compensation.

B. DENTAL – The Board of Trustees and the Support Staff agree to provide employees with a reasonable and customary Dental Plan for which the Board will pay fifty (50) percent of the premium per month. Employees will pay through payroll deduction fifty (50) percent of the Dental premium per month.

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 equivalent to the maximum disability benefit provided by the State of New Jersey at the time of the claim. 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 towards the cost of this benefit.

D. HEALTH CARE REIMBURSEMENT ACCOUNT (HRA). – For each member eligible under the provisions and rules of the Affordable Care Act and the Internal Revenue Service Code an HRA shall be established as follows:

1. Effective October 1, 2016 or at a reasonable time thereafter, the College shall contribute \$650 to an HRA;

1a. Support staff may seek reimbursement for covered expenses for the period beginning July 1, 2016;

2. Effective July 1, 2017, the College shall contribute \$500 to an HRA;

3. Effective July 1, 2018, the College shall contribute \$500 to an HRA;

4. Each eligible member shall be provided with a debit card or its equivalent, if available in accordance with the dictates of the plan, for use in connection with the purchase of “qualified medical expenses” as defined by IRS Publication 502 and other applicable IRS rules and regulations;

5. Consistent with IRS rules, any end of year balance in the HRA of a member shall rollover to the following year in perpetuity.

For any member who waives medical and prescription coverage the College shall establish an HRA plan or other equivalent healthcare account, consistent with applicable law and regulation, that can be used to reimburse a member and eligible dependents for dental, vision and eye care expenses (e.g., corrective lenses, contact lenses) and to the extent permitted by law, for any other qualified medical expenses as defined by either the IRS or the ACA. All other applicable terms of the HRA program as set forth above, shall apply including the amounts to be deposited into the member's healthcare account, the timing of such deposits and the rollover of year end balances. Support staff who waive coverage as set forth above may seek reimbursement for covered expenses for the period beginning July 1, 2016.

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

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 College acknowledges that based upon a determination of the PERC and under New Jersey Law, unit members are required to pay a representation fee. For as long as the fee is required by Law, commencing ninety (90) calendar days from the date of hire, the College agrees to deduct from new unit members a representation fee equivalent to eighty-five percent (85%) of the current membership dues of the Federation, unless the College has received an authorization form from said unit member authorizing the deduction of full membership dues.

C. 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, religion, creed, color, national origin, nationality, ancestry, familial status, affection or, sexual orientation, gender, identity marital status, disability, atypical hereditary cellular or blood trait, genetic information , veteran status, military service, disability or handicap or any other protected by law..

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** – Effective the beginning of the 2016 Fall semester, Child Care Center fees for children of bargaining unit members will be as follows:

For the first child, employees earning:

Less than \$70,000 shall receive - 37.5% discount from the full rate

70,000 - 80,000 shall receive - 25% discount from the full rate

80,001 - 90,000 shall receive - 12.5% discount from the full rate

90,001 or more are responsible for the full rate.

There will be no College discount granted on fees.

Attendance for additional children will be billed at one half (1/2) the standard 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 drop-ins or summer-only participants.

F. **WORK ASSIGNMENTS OUTSIDE THE UNIT** - When a bargaining unit member is assigned by the Vice President/Dean 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 Executive Director of Human Resources. Receipt of such requests will be acknowledged within ten (10) working days.

Upon reclassification or promotion to another grade, an employee’s salary will be increased by 8.0% or the minimum of the new grade, whichever is greater. The College and the Raritan Valley Community College Staff Federation (Support Staff) agree that during the term of this collective bargaining agreement that notification of reclassification and/or promotion of Support Staff employees will be made in consultation with the Unit Representatives.

ARTICLE XXI

RETIREMENT

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

ARTICLE XXII

BOARD APPROVED PERMANENT PART-TIME EMPLOYEE BENEFITS

A. PERSONAL TIME

Employees working twelve (12) months, part time hours will receive three (3) personal days.

Employees working ten (10) months, full time or part time hours will receive two (2) personal days.

The personal day hours are determined by the number of hours worked per day by the employee.

B. FLOATER HOLIDAYS

All part time employees receive two (2) floater holidays.

C. VACATION

Employees earn vacation time per pay period, based on their individual hours worked per day. (Example – for an employee working 5.5 hour days, a vacation day is so that employee, if entitled to 10 vacation days, is entitled to 55 hours vacation per year). See article VII, Section D. for accrual rates.

Employees working ten (10) months do not earn any vacation or sick leave for the two months they do not work.

D. SICK

Employees earn one day of sick time per month worked. If they work ten (10) months, they will earn ten (10) sick days. Each day earned is the amount of hours they work. (Example - 5.5 hours, 6.5 hours, 7.5 hours.)

E. BEREAVEMENT LEAVE

Part time employees shall be entitled to bereavement leave, as set forth in this contract.

F. MEDICAL BENEFITS

A Board approved position of over twenty (20) hours per week shall be eligible for medical benefits.

ARTICLE XXIII

DURATION OF AGREEMENT

This agreement shall be effective for the period commencing **July 1, 2015 and continuing through June 30, 2019.**

All other elements not herein specified shall remain unchanged.

For Raritan Valley Community College:

For Raritan Valley Community
College:
Support Staff Society



For the Board of Trustees
August 30, 2016



For the Support Staff
August 30, 2016

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