



Agreement Between

The Board of Trustees  
of  
Gloucester County College

*and*

The Directors Group  
which is Affiliated with IUE, AFL-CIO, Local 442

**1995-1998**

Effective July 1, 1995

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1 **AGREEMENT**

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3 Between the Board of Trustees of Gloucester County College,  
4 operating under the provision of Public Laws of 1968, Chapter 303,  
5 and including Chapter 123, Public Laws 1974 of the State of New  
6 Jersey

7

and

8

The Directors Group which is affiliated with IUE,

9

AFL-CIO, Local 442

10 This Agreement entered into this March 1, 1995 by and between  
11 the Board of Trustees of Gloucester County College, hereinafter  
12 called the Board, and the Directors Group, which is affiliated with  
13 IUE, AFL-CIO, Local 442, hereinafter called the Directors Group,  
14 represents a complete agreement between the parties, and provides  
15 that:

16 1.1 Board Recognition

17 The Board hereby recognizes the IUE, AFL-CIO, Local 442, as  
18 the sole and exclusive negotiation representative for all  
19 Gloucester County College Directors. The term "Director,"  
20 when used here and after in this Agreement, shall refer to all  
21 members of the designated bargaining unit and reference shall  
22 include both male and female.

23

1 1.2 Contrary to Law

2 If any provision of this agreement or any application of the  
3 Agreement to any employee or group of employees shall be found  
4 contrary to law, then such provision or application shall be  
5 void, but all other provisions or applications of this  
6 agreement shall continue in full force and effect.

7 1.3 Amendment

8 Should the parties agree to an amendment of this Agreement  
9 such amendment shall be reduced to writing, submitted to  
10 ratification procedures of the Board and the Directors Group,  
11 and if ratified, become part of the Agreement.

12 1.4 Released Time for Negotiations

13 When mutually determined negotiating meetings are planned  
14 during the working day, two members of the Bargaining Unit may  
15 be granted released time.

16 1.5 Budget Information

17 In order for the Directors Group to represent members, the  
18 Board will make available to the Directors Group upon written  
19 request:

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

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1 1.6 Selection of Negotiators

2 Neither party in any negotiations shall have any control over  
3 the selection of the negotiating representatives of the other  
4 party. Negotiating teams at any one bargaining session are  
5 not to exceed four members. The parties mutually pledge that  
6 their representatives shall be clothed with all necessary  
7 power and authority to make and consider proposals and make  
8 counter proposals. Either party may bring in not more than  
9 two consultants for a particular item of discussion.

10 1.7 Copies of Agreement

11 Copies of this agreement shall be reproduced by the Board and  
12 distributed to all members of the Directors Group now employed  
13 or hereafter employed by the Board for the duration of this  
14 Agreement. The Board will supply ten copies to the Directors  
15 Group. Bona fide candidates for employment shall be given a  
16 copy of the Agreement when the individual is given a Notice of  
17 Appointment.

18 1.8 Continuing Consultation

19 The Directors Group will meet with the President and  
20 appropriate administrators, once a year, to discuss  
21 administration of this Agreement and/or concerns of mutual  
22 interest.



1                                   **ARTICLE II**

2                                   Rights of Parties

3   2.1 Right to Organize

4       Nothing contained herein shall be construed to deny or  
5       restrict the rights of members under the New Jersey Statutes  
6       Annotated, Title 18A or other applicable laws and regulations.

7       The rights granted and duties inferred herein shall be deemed  
8       to be in addition to those provided elsewhere. However, the  
9       Board retains all rights not specifically conferred upon the  
10      Directors Group.

11  2.2 Right to Negotiate

12      Members as described in Article I have the right freely to  
13      organize, join and support the Directors Group for the purpose  
14      of engaging in collective negotiation and other concerted  
15      activities for mutual aid and protection.

16  2.3 Union Business

17      Duly authorized representatives of the Directors Group shall  
18      be permitted to transact official Union business and conduct  
19      meetings on College property at reasonable times, where such  
20      business does not interfere with the operation of the College  
21      or with the performance of the members' duties. No charge  
22      shall be made for the Union's use of College facilities.

1 2.4 Use of Facilities and Equipment

2 The Directors Group may use College facilities and equipment,  
3 such as typewriters, mimeographing machines, other duplicating  
4 equipment, calculating machines and AV equipment, at the  
5 convenience of the President or his designees. No equipment  
6 shall be removed from the premises without written permission.

7 Payment shall be made for any expendable supplies used for  
8 Directors Group purposes, and the Directors Group shall be  
9 liable for damage to any equipment used for said purposes. A  
10 request of the Directors Group shall be not unreasonably  
11 denied.

12 2.5 Board's Authority

13 The Board hereby retains and reserves unto itself, without  
14 limitation, all powers, rights, authority, duties and  
15 responsibilities conferred upon and vested in it, prior to the  
16 signing of this Agreement, by the laws and Constitution of the  
17 State of New Jersey and of the United States.

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1           The College shall provide liability insurance of at least  
2           \$300,000 whenever the member is required to drive on such  
3           College business.

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5   3.4   Attendance at College Functions

6           Attendance by members at commencement is mandatory, and  
7           attendance at a reasonable number of other College functions  
8           is encouraged. The College will furnish academic attire when  
9           needed, at no cost to the member.

10   3.5   College Handbooks

11           The College Handbook will not conflict with the terms and  
12           conditions specified in this Agreement and nothing herein  
13           precludes a member from submitting suggestions.

1   **ARTICLE IV**

2   Personnel Files

3 4.1 (a) The College shall maintain a personnel file on each  
4 employee which shall include, but not be limited to, the  
5 following:

- 6 1. Personnel information;
- 7 2. Information relating to the employee's accomplishments  
8 submitted by the employee or placed in the file at his  
9 request;
- 10 3. Records generated by the College;
- 11 4. Job description; and
- 12 5. Information indicating special achievements,  
13 research, performance and contributions.

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

19 (c) All material requested by the College or supplied by the  
20 employee in connection with the employee's original employment  
21 shall be maintained in a confidential pre-employment file,  
22 which shall not be available for examination by the employee.

23 (d) The administrator in charge will be responsible for the  
24 safekeeping of the personnel files.

1 (e) Unit members shall be shown material to be placed in their  
2 file and shall acknowledge by signature having seen same.  
3 Such acknowledgment shall not necessarily indicate agreement  
4 with the material. Unit members shall have the right to  
5 respond to any material placed in the file within five (5)  
6 days after reviewing such material.

7 (f) Material not in the file may not be used against the  
8 employee.

9 (g) Personnel files will be available to the appropriate  
10 administrative personnel and Board members when matters of  
11 promotion, retention and performance are under discussion.

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1 ARTICLE V

2 Contracts, Dismissals and Vacancies

3 5.1 (a) Annual notice of intent to reappoint Directors who have  
4 completed five full academic years of service shall be issued  
5 by December 15. Annual notice of intent to reappoint  
6 Directors with less than five full years of academic service  
7 shall be issued by March 15.

8 (b) The Board of Trustees shall issue Directors an employment  
9 contract stipulating terms and conditions of employment  
10 (including position title, salary, duration, and any special  
11 conditions) no later than April 15 of the current year.

12 (c) Notice of non-reappointment shall be issued by  
13 December 15th for Directors who have completed five  
14 academic years of service and by March 15th for  
15 Directors with less than five academic years of service.

16 Such notice shall not be issued without cause. If the  
17 cause is questioned the matter shall be processed  
18 through the grievance procedure except that the Board of  
19 Trustees shall act as the Arbitrator in the final and  
20 binding step.

21 (d) Removal during the term of the contract shall only be  
22 made for just cause. The employee shall be given 30 days  
23 notice of the College's intent to terminate the contract.  
24 Directors with more than five academic years of service or

1 those with tenure protections shall be afforded the rights and  
2 privileges provided by statute and administrative code.

3 (e) Directors wishing to terminate their employment with the  
4 college shall provide 30 days notice.  
5

6 5.2 Recommendations for Promotion

7 Nothing herein precludes request(s) of a Director who has  
8 academic rank from applying through his/her immediate  
9 supervisor for promotion in academic rank. It is understood  
10 that such determination rests solely with the Board.  
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1 Board of its intention to change carriers of self-insure. The  
2 parties agree that any change will not include compensation  
3 for a less expensive plan(s).  
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5 6.5 Retiree Coverage

6 All unit members covered by this agreement on their retirement  
7 from the College shall be eligible for all health insurance  
8 coverage currently in force at the member's (or spouse's)  
9 expense and at no cost to the College. In addition, effective  
10 July 1, 1987 future retirees (as defined in Article 12.1)  
11 shall be provided insurance coverage at the Board of Trustees  
12 expense as stated hereinafter. Such retirement benefit shall  
13 be operative with the effective date of reception of N.J.  
14 retirement benefits or TIAA/CREF using the same standards.

15 (a) July 1, 1987 - single coverage basic health insurance.

16 (b) July 1, 1987 - single coverage prescription insurance.

17 (c) July 1, 1988 - single coverage dental insurance.

18 (d) July 1, 1990 - retiree and spousal coverage for basic  
19 health insurance, prescription and dental.  
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1 **ARTICLE VII**

2 Directors' Salaries and Deductions

3 7.1 Salary

4 The salary of members shall be paid bi-weekly  
5 for a period of twelve months.

6 7.2 Requests for Deductions

7 Members may, by executing the proper form as provided by the  
8 Board, have automatic self payroll deductions for any of the  
9 following purposes:

- 10 (a) Professional dues  
11 (b) Government bonds  
12 (c) Credit Union  
13 (d) TIAA and CREF retirement programs  
14 (e) Any professional insurance programs  
15 (f) Such other as shall be mutually agreed upon by the  
16 Directors Group and the Board

17 7.3 Representation Fee for Non-members

18 (a) The Union President shall submit to the College personnel  
19 office a list of names of employees covered by this contract  
20 who are not currently dues paying members. The College, in  
21 compliance with State law and this agreement, will deduct from  
22 such employees' pay a representation fee equal to 85% of the  
23 amount set for unit members. (This amount will be determined

1 by the Union Treasurer, and is to be paid by payroll  
2 deduction.)

3 (b) It is agreed by the parties to this Agreement that the  
4 Board shall have no other obligation or liability, financial  
5 or otherwise, (other than set forth herein) because of actions  
6 arising out of the understandings expressed in the language of  
7 this Article. It is further understood that once the funds  
8 deducted are remitted to the Union, the disposition of such  
9 funds thereafter shall be the sole and exclusive obligation  
10 and responsibility of the Union.

11 (c) The Union shall indemnify and save the Board (and  
12 College) harmless against any and all claims, demands, suits  
13 or other forms of liability including reasonable legal and/or  
14 representation fees resulting from any of the provisions of  
15 this Article or in reliance on any list, notice or assignment  
16 furnished under this Article.

17 (d) The Union agrees that it has established or will  
18 establish a procedure by which a non-member employee in the  
19 unit can challenge the representation fee in accordance with  
20 N.J.S.A. 34: 13A-5.6.

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1 **ARTICLE VIII**

2 Paid Leaves of Absence

3 8.1 Sick Leave

4 Members, steadily employed by the Board of Trustees, shall be  
5 allowed sick leave with full pay for a period of twelve work  
6 days in any academic year. Up to ten days accumulated sick  
7 leave may be transferred from immediate previous educational  
8 employment. Unused sick leave shall be accumulative, to be  
9 used for additional sick leave as needed in subsequent years.  
10 The Board may require proof of illness.

11 8.2 Bereavement

12 (a) A paid bereavement leave of four (4) days maximum will be  
13 allowed for each death in the immediate family. Such leave  
14 will include the day of death and/or the day of the funeral  
15 and no more than (2) days immediately subsequent thereto.  
16 Family shall mean: father, mother, siblings, wife, husband,  
17 children, step-children, grandchildren, mother-in-law and  
18 father-in-law. Additional leave may be granted at the  
19 discretion of the President.

20 (b) In the event of the death of a member of his or her  
21 family other than those previously listed, a member shall be  
22 entitled to one full day to attend the funeral.

23

1 8.3 Personal Leave

2 Unit members may be granted three (3) days personal leave with  
3 pay for bona fide personal business which cannot be handled  
4 outside of regular working hours, such as:

5 (a) Real estate closing.

6 (b) Marriage of the unit member or a member of his/her  
7 immediate family.

8 (c) Graduation of a member of the immediate family.

9 (d) Required appearance in court wherein the employee is not  
10 party and suit with the College.

11 Request for such leave shall be in writing not less than five  
12 (5) days in advance, except in the case of an emergency. In a  
13 personal emergency situation the employee shall notify the  
14 Supervisor as soon as possible.

15 (e) In cases where there is a life threatening illness of a  
16 unit member's spouse or child a maximum of six (6) personal  
17 days may be utilized provided such illness is certified by an  
18 attending physician and further provided that the unit member  
19 has unused personal leave days from the prior three years.

20 8.4 Sabbatical Leaves

21 Sabbatical leaves shall be granted by the Board, subject to  
22 the following conditions:

23 (a) A member will be eligible for sabbatical after completion  
24 of seven years continuous service at the College; or

1 after seven years since his/her last sabbatical leave at  
2 the College.

3 (b) Such leave must be applied for during the first semester  
4 of the preceding year, with the specific study or  
5 research purpose clearly stated in the application.

6 (c) Application shall be submitted to the President.

7 (d) After careful consideration of all applications, the  
8 President shall make his recommendation to the Board.  
9 Final decision on granting sabbatical leaves shall rest  
10 with the Board.

11 (e) Sabbatical leave may be for one half year or one full  
12 year. This leave shall be creditable for college  
13 seniority. Sabbatical pay for the length of the contract  
14 is: 1/2 year 100%

15 1 year 60%

16 (f) Sabbatical leaves are not subject to the grievance  
17 procedure of this Agreement.





1 9.5 Leave for Advanced Study

2 Leave for advanced study in the unit member's field will be  
3 granted for one year.

4 9.6 Leave for Fulbright or Exchange Program

5 Leave for one year will be granted to any member upon  
6 application for the purpose of participating in a Fulbright or  
7 other educational exchange program.

8 9.7 Unpaid Leave Benefits

9 If legal and subject to the benefit plan, the Board shall  
10 permit unit members on unpaid leaves of absence to continue  
11 any and all benefits at their own expense. In addition,  
12 tuition waiver will be granted in accordance with Article X,  
13 paragraph 10.1, while on an approved unpaid leave of absence.

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1                                 **ARTICLE X**

2                                 Directors' Privileges

3     10.1 Tuition Waiver

4             Subject to meeting entrance requirements, each unit member,  
5             his/her spouse and children through age twenty-five (25) will  
6             be granted waiver of tuition and activity fee to credit and  
7             non-credit courses at the College. In any instance in which  
8             the agreement with a co-sponsoring organization for an  
9             offering prohibits access to courses, that agreement with the  
10            co-sponsor shall govern.

11  10.2 Early Childhood Education Center

12            Members will be granted the privilege to use the facilities of  
13            the Early Childhood Education Center for so long as it  
14            continues to exist and in conformity with the rates and rules  
15            of such facility.

16  10.3 Tuition Reimbursement

17            The Board of Trustees shall authorize payment to unit members  
18            for graduate study. Payment shall be made subject to the  
19            following conditions:

- 20            (a) Courses must be submitted at least ten (10) days prior to  
21            matriculation in such course(s) and are subject to  
22            approval by the President or his designee.

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1 (b) Upon successful completion of graduate course work,  
2 reimbursement will be made at the prevailing Rutgers  
3 graduate liberal arts rate on a per credit basis. Unit  
4 members shall be eligible for reimbursement up to 12  
5 credit hours per fiscal year (July 1 to June 30).

6 (c) Nothing herein precludes approval by the President or his  
7 designee of beneficial undergraduate courses.

8 10.4 Parking

9 A reserved parking area for members shall be provided.

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1 ARTICLE XI

2 Vacation for Directors

3 11.1 Vacation

4 Each member shall earn pro rata twenty-two (22) vacation days  
5 per year. A total of ten vacation days may be carried into  
6 the subsequent fiscal year. Vacation time may be carried into  
7 the subsequent fiscal year except that no more than twelve  
8 days may be carried beyond October 15th of such subsequent  
9 fiscal year.

10 11.2 Vacation Schedule

11 A member's preference as to the period during which he/she  
12 desires to take his/her vacation shall be given full  
13 consideration, but it must be recognized that vacations must  
14 be taken at such times as are consistent with the best  
15 interests of the College.

16 11.3 Termination Pay

17 If at the time of termination of employment a Director  
18 has accumulated vacation time, he/she shall be compensated for  
19 it up to 30 days x base salary

20 260 days

21 (5 x 52)

22

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1 **ARTICLE XIII**

2 Grievance Procedure

3 13.1 A grievance is a claim or complaint by a unit member or a  
4 group of unit members of the Directors Group, hereinafter  
5 referred to as a Grievant, based upon an event which affects a  
6 condition of employment, discipline or discharge, and/or  
7 alleged violation of which constitutes a misrepresentation or  
8 misapplication of any provision of this Agreement or any  
9 existing rule, order or regulation of the Board of Trustees.  
10 In the event that a unit member or group of unit members of  
11 the Directors Group believes there is a basis for a grievance,  
12 it shall:

- 13 (a) Informally discuss the grievance with the appropriate  
14 administrator.
- 15 (b) If, as a result of the informal discussion a grievance is  
16 unresolved, the Grievant may invoke the formal grievance  
17 procedure on the form required, signed by the Grievant.  
18 A formal grievance shall be filed with the employee's  
19 immediate supervisor within twenty-eight (28) days of  
20 the occurrence or thereafter be barred. Two (2) copies  
21 of the grievance shall be filed with the President of  
22 the College or a representative designated by him.
- 23 (c) Within one week of date of filing, the President or his  
24 designee shall meet with the Grievant or his

1 representative in an effort to resolve the grievance.

2 The President or his designee shall indicate his  
3 disposition of the grievance in writing within one week  
4 of said meeting.

5 (d) If the Grievant is not satisfied with the disposition of  
6 the grievance by the President or his designee or if no  
7 disposition has been made within the time limits in  
8 paragraph (c), the grievance shall be transmitted to the  
9 Board of Trustees by the Grievant by filing a written  
10 copy thereof with the Secretary of said Board. The  
11 Board shall, within five calendar weeks of the date of  
12 filing, either allow the grievance or hold a hearing on  
13 the grievance. No later than one calendar week  
14 thereafter, the Board of Trustees shall indicate its  
15 disposition of the grievance, in writing, to the  
16 Directors Group.

17 (e) If the Union is not satisfied with the disposition  
18 of the grievance by the Board of Trustees, or if no  
19 disposition has been made within the period provided in  
20 paragraph (d), the grievance may be submitted to  
21 arbitration before an impartial arbitrator, he shall be  
22 selected pursuant to the rules and procedure of the  
23 American Arbitration Association, whose rules shall  
24 likewise govern the arbitration proceeding. Neither the  
25 Board nor the Union shall be permitted to assert in such

1 arbitration proceeding any ground or to rely on any  
2 evidence not previously disclosed to the other party.  
3 The arbitrator shall have no power to alter, add to or  
4 subtract from the terms of the Agreement. Both parties  
5 agree to be bound by the decision of the arbitrator. No  
6 more than one (1) substantive issue may be submitted to  
7 the arbitrator at any proceeding unless agreed to in  
8 writing by both parties.

9 (f) Subject to (g) infra, the fees and expenses of the  
10 arbitrator shall be shared equally by the parties.

11 (g) No reprisals of any kind shall be taken against any unit  
12 member for participating in any grievance. If any unit  
13 member for whom a grievance is filed, processed or  
14 sustained shall be found to have been unjustly  
15 discharged, he or she shall be restored to his or her  
16 former position with full reimbursement of all  
17 professional compensation lost, and in addition the  
18 Board shall pay the entire cost of fees and expenses of  
19 the arbitrator. However, if the discharge is found to  
20 have been justified, the Directors Group shall pay the  
21 entire cost of fees and expenses of the arbitration.

22 (h) The arbitrator shall submit a written decision within  
23 thirty (30) days of the close of the hearing setting  
24 forth his findings of fact, reasoning and conclusions on  
25 the issue submitted.



- 1 (i) The number of days indicated at each level should be  
2 considered as maximum and every effort should be made to  
3 expedite the process. However, the time limits may be  
4 extended by mutual consent.
- 5 (j) All documents, communications and records dealing with  
6 grievances shall be filed separately from the personnel  
7 file of the participants.
- 8 (k) It is agreed that each party shall furnish the other with  
9 any information in its possession necessary for the  
10 processing of any grievance or complaint.
- 11 (l) If a unit member or a supervisor has a matter which  
12 he/she wishes to discuss with the other, he/she is free  
13 to do so without recourse to the grievance procedure.
- 14 (m) No grievance shall be adjusted without prior notification  
15 to the Directors Group and an opportunity for a  
16 Directors Group representative to be present, nor shall  
17 any adjustment of a grievance be inconsistent with the  
18 terms of this Agreement.
- 19 (n) A grievance may be withdrawn at any level.

1 13.2 Formal Grievance Procedure Form

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3 NAME \_\_\_\_\_

4

5 POSITION \_\_\_\_\_

6

7 DATE OF GRIEVANCE \_\_\_\_\_

8

9 DATE OF FILING \_\_\_\_\_

10

11 NATURE OF GRIEVANCE:

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16 PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:

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21 SIGNATURE \_\_\_\_\_

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2 DATE RECEIVED BY PRESIDENT \_\_\_\_\_

3

4 DATE OF MEETING WITH GRIEVANT \_\_\_\_\_

5

6 DISPOSITION:

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9 DATE: \_\_\_\_\_ SIGNATURE \_\_\_\_\_

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12 DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES \_\_\_\_\_

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14 DATE GRIEVANCE ALLOWED \_\_\_\_\_

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16 DATE OF HEARING \_\_\_\_\_

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18 DISPOSITION:

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23 DATE: \_\_\_\_\_ SIGNATURE \_\_\_\_\_

1 **ARTICLE XIV**

2 Duration of Agreement

3 14.1 This Agreement incorporates the entire understanding of the  
4 parties on all matters which were or could have been the  
5 subject of negotiation and supersedes each and every provision  
6 of all prior contracts between the parties. Except as  
7 specified, neither party shall be required to negotiate with  
8 respect to any such matter whether or not covered by this  
9 Agreement and whether or not within the knowledge or  
10 contemplation of either or both of the parties at the time  
11 they negotiated or executed this Agreement.

12 14.2 This Agreement shall be effective starting July 1, 1995  
13 through June 30, 1998 subject to the following:

14 (a) During the month of October 1997 either party may notify  
15 the other in writing of its desire to terminate, modify or  
16 supplement this Agreement. Within thirty days of such notice,  
17 the duly authorized representatives designated by the parties  
18 will meet to commence such negotiations.

19 (b) Each unit member shall receive the following salary  
20 increases: 4.75% in 1995/96; 5.25% in 1996/97; and 6% in  
21 1997/98.

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by Virginia N. Scott  
Chairperson, Board of Trustees

by Marion R. Farnsworth  
International Representative,  
IUE, AFL-CIO

by Barbara A. Talloce  
Secretary, Board of Trustees

by Karen J. Lucas  
President, Local 442, IUE,  
AFL-CIO

by \_\_\_\_\_

by \_\_\_\_\_

6/1/95

Dated

1 APPENDIX A

2 GLOUCESTER COUNTY COLLEGE

3 SALARY SCHEDULE

4 DIRECTORS GROUP

5 TWELVE MONTH EMPLOYEES

6		<u>Minimum</u>	<u>Maximum</u>
7	<u>1995-96</u>		
8	Level I	\$30,027	\$68,824
9	Level II	26,756	63,816
10	<u>1996-97</u>		
11	Level I	30,815	72,437
12	Level II	27,458	67,166
13	<u>1997-98</u>		
14	Level I	31,740	76,783
15	Level II	28,282	71,196

16 Notes:

17 1. Level I positions:

18 Director, Student Development

19 Director, Library/Media Services

20 Director, Enrollment Service

21

22 2. Level II Positions:

23 All others