

~~1992~~ #92

Agreement 1992 - 1995

between
THE BOARD OF TRUSTEES
of
GLOUCESTER COUNTY COLLEGE
and
THE DIRECTORS GROUP
WHICH IS AFFILIATED WITH
IUE, AFL-CIO, LOCAL 442



Gloucester
County College

TABLE OF CONTENTS

AGREEMENT -General Conditions.....1-3

- 1.1 Board Recognition.....1
- 1.2 Contrary to Law.....1
- 1.3 Amendment.....2
- 1.4 Released Time for Negotiations...2
- 1.5 Budget Information.....2
- 1.6 Selection of Negotiators.....2
- 1.7 Copies of Agreement.....3
- 1.8 Continuing Consultation.....3

ARTICLE II -Rights of Parties.....4-5

- 2.1 Right to Organize.....4
- 2.2 Right To Negotiate.....4
- 2.3 Union Business.....4
- 2.4 Use of Facilities and Equipment..4
- 2.5 Board's Authority.....5

ARTICLE III -Directors' Assignments and Responsibilities.....6-7

- 3.1 Holidays.....6
- 3.2 Directors' Working.....6
- 3.3 Authorized Off-Campus Assignments.....6
- 3.4 Attendance at College Functions..7
- 3.5 College Handbooks.....7

ARTICLE IV	-Personnel Files.....8-9
	4.1.....8
ARTICLE V	-Contracts, Dismissals and Vacancies...10-11
	5.1.....10
	5.2.....11
ARTICLE VI	-Group Health Insurance.....12-13
	6.1 Medical Insurance.....12
	6.2 Prescription Plan.....12
	6.3 Dental Insurance.....12
	6.4 Insurance Carriers.....12
	6.5 Retiree Coverage.....13
ARTICLE VII	-Directors' Salaries and Deductions....14-15
	7.1 Salary.....14
	7.2 Request for Deductions.....14
	7.3 Representation Fee for Non-Members.....14
ARTICLE VIII	-Paid Leaves of Absence.....16-18
	8.1 Sick Leave.....16
	8.2 Bereavement.....16
	8.3 Personal Leave.....16
	8.4 Sabbatical Leaves.....17
ARTICLE IX	-Unpaid Leaves of Absence.....19-20
	9.1 Applications for Unpaid Leave.....19
	9.2 Child Rearing Leave.....19
	9.3 Leave for Personal Reasons.....19
	9.4 Leave for Professional Svcs.....19
	9.5 Leave for Advanced Study.....19

	9.6	Leave for Fulbright or Exchange Program.....	20
	9.7	Unpaid Leave Benefits.....	20
ARTICLE X		-Directors' Privileges.....	21-22
	10.1	Tuition Waiver.....	21
	10.2	Early Childhood Education Ctr....	21
	10.3	Tuition Reimbursement.....	21
	10.4	Parking.....	22
ARTICLE XI		-Vacation for Directors'.....	23
	11.1	Vacation.....	23
	11.2	Vacation Schedule.....	23
	11.3	Termination Pay.....	23
ARTICLE XII		-Retirement "Bonus".....	24
	12.1	.....	24
	12.2	.....	24
	12.3	.....	24
ARTICLE XIII		-Grievance Procedure.....	25-30
	13.1	.....	25
	13.2	Formal Grievance Procedure Form.....	29
ARTICLE XIV		-Duration of Agreement.....	31
	14.1	.....	31
	14.2	.....	31
APPENDIX A		Salary Schedule.....	33

1 shall be void, but all other provisions or applications of
2 this agreement shall continue in full force and effect.

3 1.3 Amendment

4 Should the parties agree to an amendment of this Agreement
5 such amendment shall be reduced to writing, submitted to
6 ratification procedures of the Board and the Directors Group,
7 and if ratified, become part of the Agreement.

8 1.4 Released Time for Negotiations

9 When mutually determined negotiating meetings are planned
10 during the working day, two members of the Bargaining Unit may
11 be granted released time.

12 1.5 Budget Information

13 In order for the Directors Group to represent members, the
14 Board will make available to the Directors Group upon written
15 request:

- 16 (a) The number of members within the unit and
17 their respective titles and salaries; and
18 (b) Other reports within the public domain.

19 1.6 Selection of Negotiators

20 Neither party in any negotiations shall have any control over
21 the selection of the negotiating representatives of the other
22 party. Negotiating teams at any one bargaining session are
23 not to exceed four members. The parties mutually pledge that
24 their representatives shall be clothed with all necessary
25 power and authority to make and consider proposals and make
26 counter proposals. Either party may bring in not more than

1 two consultants for a particular item of discussion.

2 1.7 Copies of Agreement

3 Copies of this agreement shall be reproduced by the Board and
4 distributed to all members of the Directors Group now employed
5 or hereafter employed by the Board for the duration of this
6 Agreement. The Board will supply ten copies to the Directors
7 Group. Bona fide candidates for employment shall be given a
8 copy of the Agreement when the individual is given a Notice of
9 Appointment.

10 1.8 Continuing Consultation

11 The Directors Group will meet with the President and
12 appropriate administrators, once a year, to discuss
13 administration of this Agreement and/or concerns of mutual
14 interest.

1 convenience of the President or his designees. No equipment
2 shall be removed from the premises without written permission.
3 Payment shall be made for any expendable supplies used for
4 Directors Group purposes, and the Directors Group shall be
5 liable for damage to any equipment used for said purposes. A
6 request of the Directors Group shall be not unreasonably
7 denied.

8 2.5 Board's Authority

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

1 3.4 Attendance at College Functions

2 Attendance by members at commencement is mandatory, and
3 attendance at a reasonable number of other College functions
4 is encouraged. The College will furnish academic attire when
5 needed, at no cost to the member.

6 3.5 College Handbooks

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

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1 Such acknowledgment shall not necessarily indicate agreement
2 with the material. Unit members shall have the right to
3 respond to any material placed in the file within five (5)
4 days after reviewing such material.

5 (f) Material not in the file may not be used against the
6 employee.

7 (g) Personnel files will be available to the appropriate
8 administrative personnel and Board members when matters of
9 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 Directors
15 with less than five academic years of service. Such
16 notice shall not be issued without cause. If the cause is
17 questioned the matter shall be processed through the
18 grievance procedure except that the Board of Trustees
19 shall act as the Arbitrator in the final and binding
20 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
25 those with tenure protections shall be afforded the rights and
26 privileges provided by statute and administrative code.

1 (e) Directors wishing to terminate their employment with the
2 college shall provide 30 days notice.

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4 5.2 Recommendations for Promotion

5 Nothing herein precludes request(s) of a Director who has
6 academic rank from applying through his/her immediate
7 supervisor for promotion in academic rank. It is understood
8 that such determination rests solely with the Board.

1 for a less expensive plan(s).

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3 6.5 Retiree Coverage

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

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

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

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

16 (d) July 1, 1990 - retiree and spousal coverage for basic
17 health insurance, prescription and dental.

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
24 by the Union Treasurer, and is to be paid by payroll
25 deduction.)

26 (b) It is agreed by the parties to this Agreement that the

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

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

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

- 1 (a) Real estate closing.
- 2 (b) Marriage of the unit member or a member of his/her
3 immediate family.
- 4 (c) Graduation of a member of the immediate family.
- 5 (d) Required appearance in court wherein the employee is not
6 party and suit with the College.

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

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

16 8.4 Sabbatical Leaves

17 Sabbatical leaves shall be granted by the Board, subject to
18 the following conditions:

- 19 (a) A member will be eligible for sabbatical after
20 completion of seven years continuous service at the
21 College; or after seven years since his/her last
22 sabbatical leave at the College.
- 23 (b) Such leave must be applied for during the first semester
24 of the preceding year, with the specific study or
25 research purpose clearly stated in the application.
- 26 (c) Application shall be submitted to the President.

1 (d) After careful consideration of all applications, the
2 President shall make his recommendation to the Board.
3 Final decision on granting sabbatical leaves shall rest
4 with the Board.

5 (e) Sabbatical leave may be for one half year or one full
6 year. This leave shall be creditable for college
7 seniority. Sabbatical pay for the length of the contract
8 is: 1/2 year 100%
9 1 year 60%

10 (f) Sabbatical leaves are not subject to the grievance
11 procedure of this Agreement.
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1 **ARTICLE IX**

2 **Unpaid Leaves of Absence**

3 9.1 **Applications for Unpaid Leave**

4 Applications for unpaid leaves of absence, other than child
5 rearing, must be made in writing not less than one semester
6 prior to the effective date of such leave; notice to return
7 must be made in writing not less than one semester prior to
8 the date of return.

9 9.2 **Child Rearing Leave**

10 Unit members of either sex shall be granted unpaid leave of
11 absence up to one (1) year for care of a newborn child under
12 one-hundred-twenty (120) days of age at the time the leave
13 commences (or for an adopted child less than five (5) years of
14 age) provided that where possible at least sixty (60) days
15 prior written notice is given the College. Unit members
16 granted such leave must return at the start of the next
17 academic year. During such leave benefits shall be frozen.

18 9.3 **Leave for Personal Reasons**

19 A leave for personal reasons may be granted by the Board to a
20 unit member upon mutual consent up to one year.

21 9.4 **Leave for Professional Services**

22 Leave to serve with IUE, its affiliates or an academic
23 professional organization shall be granted for one year.

24 9.5 **Leave for Advanced Study**

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

1 9.6 Leave for Fulbright or Exchange Program

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

5 9.7 Unpaid Leave Benefits

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

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.

23 (b) Upon successful completion of graduate course work,
24 reimbursement will be made at the prevailing Rutgers
25 graduate liberal arts rate on a per credit basis. Unit
26 members shall be eligible for reimbursement up to 12

1 credit hours per fiscal year (July 1 to June 30).

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

4 10.4 Parking

5 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)

1 **ARTICLE XII**

2 **Retirement "Bonus"**

3 12.1 A retirement "bonus" shall be based on a payment of \$80 per
4 accumulated sick leave day; provided that:

5 (a) The unit member had been employed actively by the College
6 for twenty (20) years.

7 (b) The unit member must provide at least one year's prior
8 written notice of intent to retire.

9 (c) The unit member retires under the New Jersey Public
10 Employees Retirement System or employing the same
11 standards of this system if the unit member retires under
12 the Alternate Benefit Program (TIAA-CREF).

13 12.2 If the years of a unit member's active College service is less
14 than 20 but at least 10 full years, then the retirement
15 "bonus" shall be proportional i.e., 11/20, 12/20 etc. to the
16 maximum as per above.

17 12.3 The member may elect to defer the retirement "bonus"
18 compensation up to 12 months.

1 disposition of the grievance in writing within one week
2 of said meeting.

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

14 (e) If the Union is not satisfied with the disposition
15 of the grievance by the Board of Trustees, or if no
16 disposition has been made within the period provided in
17 paragraph (d), the grievance may be submitted to
18 arbitration before an impartial arbitrator, he shall be
19 selected pursuant to the rules and procedure of the
20 American Arbitration Association, whose rules shall
21 likewise govern the arbitration proceeding. Neither the
22 Board nor the Union shall be permitted to assert in such
23 arbitration proceeding any ground or to rely on any
24 evidence not previously disclosed to the other party.
25 The arbitrator shall have no power to alter, add to or
26 subtract from the terms of the Agreement. Both parties

1 agree to be bound by the decision of the arbitrator. No
2 more than one (1) substantive issue may be submitted to
3 the arbitrator at any proceeding unless agreed to in
4 writing by both parties.

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

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

18 (h) The arbitrator shall submit a written decision within
19 thirty (30) days of the close of the hearing setting
20 forth his findings of fact, reasoning and conclusions on
21 the issue submitted.

22 (i) The number of days indicated at each level should be
23 considered as maximum and every effort should be made to
24 expedite the process. However, the time limits may be
25 extended by mutual consent.

26 (j) All documents, communications and records dealing with

1 grievances shall be filed separately from the personnel
2 file of the participants.

3 (k) It is agreed that each party shall furnish the other with
4 any information in its possession necessary for the
5 processing of any grievance or complaint.

6 (l) If a unit member or a supervisor has a matter which
7 he/she wishes to discuss with the other, he/she is free
8 to do so without recourse to the grievance procedure.

9 (m) No grievance shall be adjusted without prior notification
10 to the Directors Group and an opportunity for a Directors
11 Group representative to be present, nor shall any
12 adjustment of a grievance be inconsistent with the terms
13 of this Agreement.

14 (n) A grievance may be withdrawn at any level.

1 13.2 Formal Grievance Procedure Form

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3 NAME _____

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5 POSITION _____

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7 DATE OF GRIEVANCE _____

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9 DATE OF FILING _____

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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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DATE RECEIVED BY PRESIDENT _____

DATE OF MEETING WITH GRIEVANT _____

DISPOSITION:

DATE: _____ SIGNATURE _____

DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES _____

DATE GRIEVANCE ALLOWED _____

DATE OF HEARING _____

DISPOSITION:

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, 1992
13 through June 30, 1995 subject to the following:

14 (a) During the month of October 1994 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: 5% in 1992/93; 6% in 1993/94; and 7% in 1994/95.
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by Kenneth A. D. Ruyter
Chairperson, Board of Trustees

by _____
International Representative,
IUE, AFL-CIO

by Theresa A. Scott
Secretary, Board of Trustees

by Theresa A. Scott
President, Local 442, IUE,
AFL-CIO

by Leon D. Hughes 5/1/92

by _____

5/01/92

Dated

APPENDIX A
GLoucester County College
SALARY SCHEDULE
DIRECTORS GROUP
TWELVE MONTH EMPLOYEES

	<u>Minimum</u>	<u>Maximum</u>
<u>1992-93</u>		
Level I	\$29,330	\$57,929
Level II	26,135	53,713
<u>1993-94</u>		
Level I	29,330	61,405
Level II	26,135	56,936
<u>1994-95</u>		
Level I	29,330	65,703
Level II	26,135	60,922

Notes:

1. Level I positions:

- Director, Student Development
- Director, Library/Media Services
- Director, Enrollment Service

2. Level II Positions:

- All others