

Agreement between  
The Board of Trustees  
of Gloucester County College

and

The Gloucester County College  
**Educational Association Facilities Group,**  
which is affiliated with the  
New Jersey Education Association

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**2004-2007**

Effective July 1, 2004

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**AGREEMENT**

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Between the Board of Trustees of Gloucester County College, operating under the provision of Public Laws of 1974, Chapter 123 of the State of New Jersey

and

Gloucester County College Educational Association Facilities Group, affiliated with the New Jersey Education Association.

This Agreement entered into on July 1, 2004 between the Board of Trustees of Gloucester County College, hereinafter called the Board, and the Gloucester County College Educational Association Facilities Group, affiliated with the New Jersey Education Association, on behalf of the Maintenance, Grounds and Custodial Employees of Gloucester County College, hereinafter called the Facilities Association, represents a complete agreement between the parties.

1 **ARTICLE I**

2 **GENERAL CONDITIONS**

3 1.1 **Purpose**

4 It is the intent and purpose of the parties hereto to set forth herein the Agreement covering  
5 wages, terms and conditions of employment to be observed by the parties hereto and to  
6 secure closer and more harmonious relations between said parties.

7 1.2 **Recognition**

8 The Board recognizes New Jersey Education Association, on behalf of the Maintenance,  
9 Grounds, and Custodial Employees, as the exclusive bargaining agent for employees in the  
10 custodian, grounds, and maintenance/fireman categories for the purpose of collective  
11 bargaining in respect to wages, terms and conditions of employment.

12 The term "employees" as used in this agreement shall include all full-time and regular part-  
13 time custodian, groundskeeper, grounds/utility, custodian/utility and maintenance/fireman  
14 personnel but excluding those employees not specified in the list included in the PERC  
15 determination dated September 14, 2001.

16 This agreement shall not cover temporary, occasional or seasonal part-time employees.

17 1.3 **Contrary to Law**

18 If any provision of this agreement or any application of this agreement to any employee or  
19 group of employees shall be found contrary to law, then such provision or application shall  
20 be void, but all other provisions or applications of this agreement shall continue in full force  
21 and effect.

1 **ARTICLE II**

2 **RIGHTS OF PARTIES**

3 2.1 **Right to Organize**

4 All present and newly hired employees covered by this Agreement may on the ninetieth  
5 (90th) calendar day of employment, or ninety (90) days after the effective date of this  
6 Agreement whichever is the later, become members in good standing of the Association and  
7 may maintain membership in the Association during the life of this agreement. Any  
8 employee who is terminated during the first 90 days of employment is not eligible for the  
9 grievance procedure of this agreement.

10  
11 2.2 **Discrimination**

12 There shall be no discrimination, interference, restraining, intimidation or coercion by the  
13 Board and its agents or representatives or by the Association and its representatives against  
14 any of the employees covered under this Agreement because of their membership or non-  
15 membership in the Association or because of any lawful activities by such employees on  
16 behalf of the Association. The Association, its members and agents, shall not discriminate  
17 against, interfere with, restrain or coerce any employees covered under this Agreement who  
18 are not members of the Association.

19 2.3 **Rights and Function of Management**

20 Subject to the provisions of this Agreement, the Association agrees that supervision,  
21 management and control of Gloucester County College operations are exclusively the  
22 function of the administration and the Board and that the Board has the right to make such



1 reasonable rules and regulations as it considers necessary or advisable for the orderly and  
2 efficient conduct of its operations.

3 The Board hereby retains and reserves onto itself, all powers, rights, authority,  
4 duties and responsibilities conferred upon and vested in it prior to the signing of this  
5 Agreement, by the laws and the constitutions of the State of New Jersey and the United  
6 States including, but not limited to the following rights:

- 7 (a) The executive management and administrative control of Gloucester  
8 County College and its properties and facilities and activities of its  
9 employees by utilizing personnel, methods, and means of the most  
10 appropriate and efficient manner possible, as may, from time to time, be  
11 determined by the Employer.
- 12 (b) To insure compliance with all state and federal laws and regulations  
13 governing the operations of the Employer's facility.
- 14 (c) To make, maintain, and amend such reasonable rules and regulations as  
15 it may from time to time deem best for the purposes of maintaining order,  
16 the safety of students, employees, and guests and to require compliance by  
17 employees.
- 18 (d) To hire all employees, to determine their qualifications and conditions  
19 of continued employment, to set their assignment, and to promote and  
20 transfer employees.

- 1 (e) To decide the number and types of employees needed for any particular  
2 time and or task and to be in sole charge of the quantity of the work  
3 required.
- 4 (f) To suspend, demote, discharge or take any other appropriate  
5 disciplinary action against any employee for just cause according to the  
6 law and the provision of the collective bargaining agreement.
- 7 (g) To lay off employees in the event of lack of work or funds or under  
8 conditions where continuation of such work would be inefficient and non-  
9 productive or for other legitimate reason according to the provisions of  
10 this collective bargaining agreement.
- 11 (h) The above is subject to the law and the provision of the collective  
12 bargaining agreement.

13 The exercise by the Board of any one or more of its prerogatives, as set forth above, shall  
14 not at any time be subject to collective bargaining as provided in this Agreement; subject  
15 always to the right of the Association to bargain collectively with the Board with respect to  
16 salaries, grievances, and other conditions of employment, referred to in the Agreement. The  
17 Board retains all rights not specifically conferred upon the Association.

18 2.4 Checkoff

19 For the duration of this Agreement, the College shall deduct the monthly Association dues  
20 and initiation fees, if payment is payable, on a pro-rata bi-weekly basis, for those employees  
21 in the bargaining unit whose written and signed authorization has been obtained by the  
22 Association and forwarded to the Office of Human Services of Gloucester County College.

1 The College shall forward a check for the total of such deductions to the Association Treasurer  
2 by the 15th day of the month following the month for which deductions are made. The following  
3 dues deduction authorization shall be in the form as indicated on Appendix I. The Association  
4 shall indemnify and save the Board (and College) harmless against any and all claims, demands,  
5 suits or other forms of liability including reasonable legal and/or representation fees resulting  
6 from any of the provisions of this Article or in reliance on any list, notice or assignment  
7 furnished under this Article.

8 2.5 Representation Fee for Non-Members

9 (a) The Association President shall submit to Human Resources a list of names of employees  
10 covered by this contract who are not currently dues paying members. The College, in  
11 compliance with State law and this agreement, will deduct a representation fee equal to a  
12 percentage of the regular dues as certified on an annual basis by the Union, which shall be  
13 remitted to the Union in the same manner as dues. In the case of newly hired employees,  
14 deduction of representation fees will begin with the next paycheck following submission of  
15 dues check off card or, in lue thereof , with the next paycheck following a written request by the  
16 union to withhold.

17 (b) It is agreed by the parties to this Agreement that the Board shall have no other  
18 obligation or liability, financial or otherwise, (other than set forth herein) because of  
19 actions arising out of the understandings expressed in the language of this Article. It  
20 is further understood that once the funds deducted are remitted to the Association,  
21 the disposition of such funds thereafter shall be the sole and exclusive obligation  
22 and responsibility of the Association.

1 (c) The NJEA agrees that it has established or will establish a procedure by which a non-  
2 member employee in the unit can challenge the representation fee in accordance  
3 with N.J.S.A. 34: 13A-5.6.

4 2.6 Safety Conditions

5 The Facilities Group may have a representative on the College wide Safety  
6 Committee.

7 2.7 Bulletin Boards

8 The College shall make available to the Association a bulletin board for the purpose of  
9 posting official Association notices.

10 2.8 Association Visitation

11 Officers or representatives of the NJEA shall, upon notice to the President of the College or  
12 his/her designee, be admitted to the College during working hours for the purpose of  
13 ascertaining whether or not this Agreement is being observed by the parties or for assisting  
14 in the adjustment of grievances.

15 2.9 Elected Association Position

16 Any one member of this bargaining unit will be granted a one year unpaid leave of absence  
17 to serve in an elected or designated NJEA position. Application for such leave must be  
18 made at least 45 calendar days prior to the effective date of such leave, and notice of intent  
19 to return must be given at least 45 calendar days prior to expected date of return. If notice  
20 of intent to return is not received prior to the required date then this shall be understood as  
21 resignation.

1           A maximum total of five (5) unpaid days for convention attendance will be granted each  
2           year between July 1 and June 30. No more than one (1) Association member may use part  
3           of this total aggregate amount of leave at any one time, and application for such leave must  
4           be made at least thirty (30) days prior thereto.

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1 **ARTICLE III**

2 **HOURS AND OVERTIME COMPENSATION**

3 3.1 **Work Week**

4 The standard work week shall be thirty-five (35) hours per week, Monday through Friday,  
5 seven working hours per day, five (5) days per week, exclusive of one hour daily for meals.

6 The College shall not be limited by any provision in this agreement from establishing a  
7 standard five-day work week other than Monday through Friday.

8 Staffing of any other shift will be offered by seniority first per job category. In the event no  
9 one accepts, the least senior qualified employee per job category will work the required  
10 time.

11 3.2 **Rest Period**

12 All employees will be allowed a fifteen (15) minute break, one in each half of the workday  
13 schedule as scheduled by the respective supervisors.

14 3.3 **Notification of Change**

15 The Association shall be notified of any proposed changes in the above working schedule.  
16 Any differences or disputes concerning any such proposed changes shall be handled through  
17 the grievance procedure. Except in unusual circumstances when it cannot be anticipated, an  
18 Association member will be notified at least one week in advance of a permanent  
19 reassignment of duties.

20 3.4 **Overtime Compensation**

21 All work performed in excess of thirty-five (35) hours and up to forty (40) hours in the  
22

1 standard work week shall be paid at the regular straight time rate. An employee may elect  
2 to earn employee compensatory time in lieu of payment for these straight time hours.  
3 Compensatory time may be earned and used only with the prior approval of the  
4 supervisor. An employee may “bank” up to 28 hours of compensatory time for future use  
5 during a fiscal year, however, all compensatory time must be used by June 30<sup>th</sup> and  
6 cannot be carried forward into the subsequent fiscal year.

7 An employee shall receive a total of 1½ times his or her normal hourly compensation for  
8 every hour of work performed in excess of forty (40) hours per week or performed on  
9 days other than the employee’s assigned workweek. The College shall pay employees  
10 who work the standard workweek two times the normal compensation for hours worked  
11 Sunday. Individuals who work other than the standard workweek shall receive two times  
12 the normal compensation on the seventh consecutive day of work. All work required on  
13 Board approved holidays shall be paid holiday pay plus one and one-half (1½) times the  
14 regular straight time rate for all hours worked on the holiday.

15 Whenever an employee is required to work three continuous hours beyond and in addition  
16 to his/her regular workday, the College shall provide the employee with a meal. In lieu of  
17 a meal, the College may elect to provide the employee with a \$10 meal allowance.

### 18 3.5 Notice for Overtime

19 If overtime is required, the administration will endeavor to give notice of twenty-four (24)  
20 hours of overtime requirements and notice of forty-eight (48) hours of requested holiday  
21 overtime. However, such notice shall be at least four (4) hours prior to the commencement

1 of an overtime requirement unless agreed to by the employee. No employee shall be  
2 compelled to work overtime on holidays.

3 3.6 Emergency Closing

4 Full-time employees who are scheduled to work but directed not to report to work due to  
5 inclement weather or another emergency situation will be credited with one hour of pay  
6 for each hour that he/she is scheduled to work. Employees who are officially dismissed  
7 early due to weather or any other situation will be paid for their entire scheduled workday.

8 (Employees who are required to stay will be compensated as described under Section  
9 3.7.) All full-time employees in active pay status shall be paid for the entire day if the  
10 college is closed for the entire day.

11 Emergency closing compensation will be provided unless an Act of God or a  
12 regional/national emergency beyond the control of the Board prevents the College from  
13 making these payments. It is the employee's responsibility on days of inclement weather  
14 to check College designated information sources for College closing information.

15 3.7 Snow Days

16 On those snow days when unit employees are required for snow removal and all other  
17 employees have been excused, then compensatory time shall be scheduled at a subsequent  
18 time.

19 3.8 Excused For Injury

20 If any employee is injured in the performance of his/her duties during the course of the work  
21 day and requires medical or surgical attention, and is advised by medical personnel or the



1 nurse not to return to work that day, he/she will be paid the balance of the regular work day  
2 on which such injury occurs at his/her regular hourly rate.

3 3.9 Personnel Files

4 (a) The College shall maintain a Personnel File on each employee which shall include,  
5 but not be limited to, the following:

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

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

18 (c) Human Resources will be responsible for the safekeeping of the Personnel Files.

19 (e) Unit members shall be shown material to be placed in their Personnel File and shall  
20 acknowledge by signature having seen same. Such acknowledgment shall not  
21 necessarily indicate agreement with the material. Unit members shall have the right

1 to respond to any material placed in the file within five (5) days after reviewing such  
2 material.

3 (f) Personnel Files will be available to the appropriate personnel and Board members  
4 when matters of promotion, retention and performance are under discussion.

5 (g) No employee will be disciplined, reprimanded, or have his/her compensation  
6 reduced without just cause.

7 3.10 Response to Evaluations

8 When an employee receives a written evaluation or letter of discipline, then the employee,  
9 within five (5) calendar days, may provide his/her immediate supervisor with a written  
10 response and the response will also be incorporated into the employee's Personnel File.

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1 **ARTICLE IV**

2 **SENIORITY**

3 4.1 **Definition**

4 Seniority shall be defined as the employee's length of continuous service beginning with  
5 original date of reporting to work in the bargaining unit.

6 4.2 **Layoff**

7 (a) When reducing the work force, the least senior employee within the job category  
8 will be given a two (2) week layoff notice (except in the case of an Act of God) and  
9 will be placed up for disposition.

10 (b) An employee not having sufficient seniority to retain a job within his/her job  
11 category will be permitted to displace the least senior employee in another job  
12 category, seniority permitting, providing the employee can fulfill the requirements  
13 of the job.

14 (c) An employee not fulfilling the requirements of the job as outlined in above  
15 paragraph B will then be laid off and placed on recall list.

16 4.3 **Recall**

17 All employees shall be notified by certified mail, directed to the address of the employee as  
18 stated in the College records, to return to work and be allowed five (5) work days in which  
19 to report to work after such notice before any loss of seniority occurs.

20 Employees on layoff shall be recalled to work prior to the Board's hiring new employees for  
21 the jobs open by the layoffs. Employees hired after November, 1989 shall be eligible for

1 recall when on layoff for a period equal to one (1) month for each two (2) months of  
2 employment but not to exceed a total of eighteen (18) months.

3 4.4 Seniority For Association Officers

4 All Association officers employed at Gloucester County College shall be deemed to have  
5 super seniority insofar as layoffs are concerned during the term of office to which they are  
6 elected. They will be returned to their regular standing on the seniority list upon  
7 termination of office.

8 4.5 Termination

9 Seniority shall cease upon voluntary termination, discharge for just cause, or failure to  
10 return to work when recalled. The Association President shall be notified immediately of  
11 all discharges.

12 4.6 Military Leave

13 All military leaves shall be dealt with in accordance with applicable Federal and Local  
14 regulations.

15 4.7 Family Leave and Medical Leave

16 Eligible employees may be entitled to unpaid leave for their own serious health condition,  
17 their serious health condition of certain close family members or to care for a newborn or  
18 newly adopted child, pursuant to the Family and Medical Leave Act and or the New  
19 Jersey Family Leave Act. Such leaves shall be granted, consistent with these statutes and  
20 with College policy. Employee benefits will continue as required by federal and/or state  
21 statute during this period.

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1 4.8 Leave to Care for a Newborn or Newly Adopted Child

2 The College will provide child rearing leave concurrent with the federal and state family  
3 leave programs so that an employee may receive a maximum of one year of unpaid leave for  
4 the care of a newborn child under one-hundred-twenty (120) days of age at the time the  
5 leave commences (or for an adopted child less than five years of age). Employee benefits  
6 will be provided during the time that an employee is covered under the provisions of the  
7 federal and state leave programs; thereafter, all benefits and employee seniority will be  
8 frozen for the duration of the leave period.

9

1 **ARTICLE V**

2 **EMPLOYEE BENEFITS**

3 5.1 **Annual Vacation**

4 (a) Employees shall receive ten (10) working days vacation for the first year of  
5 employment, earned at the rate of one day per month commencing with the third  
6 month. After the first full year up to five (5) full years of service, the employee will  
7 receive twelve (12) working days vacation per year earned at the rate of one (1) day  
8 per month. Commencing with the sixth (6th) year of service, the employee will  
9 receive fifteen (15) working day vacation per year earned at the rate of one and one-  
10 quarter (1.25) days per month. Employees who have completed at least 10 years of  
11 service shall receive the following vacation entitlement earned pro rata:

| <u>Years Completed Service</u> | <u># Days Vacation</u>                        |
|--------------------------------|---|
| 10                             | 17 earned at the rated of 1.42 days per month |
| 11                             | 18 earned at the rated of 1.50 days per month |
| 12                             | 19 earned at the rated of 1.58 days per month |
| 13                             | 20 earned at the rated of 1.66 days per month |
| 14 and over                    | 21 earned at the rated of 1.75 days per month |

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18 (b) An employee may accrue and carry forward up to one year's worth of his/her  
19 entitlement of vacation time into the next fiscal year. This time must be used by  
20 June 30 of the next fiscal year, so that no more than one year's worth of vacation  
21 accrual is carried forward into any subsequent fiscal year. In rare instances, an

1 employee may carry forward vacation time in excess of the one year's allocation  
2 upon approval of the President. Vacation schedules are the responsibility of the  
3 supervisor and should be so arranged that efficiency of the office and the College  
4 may be maintained. Seniority will be given consideration in the arrangement of  
5 vacation schedules.

6 5.2 Sick Leave

7 Full-time employees in paid status shall earn one sick day per month, up to a maximum of  
8 twelve days per year. If an employee separates employment, he/she will only be credited  
9 with the days earned through the separation date.

10 Sick leave is subject to medical verification if requested by Human Resources.

11 Sick leave will be credited to the employee on a pro-rated basis from the time of  
12 employment for those starting other than the start of the college fiscal year.

13 5.3 Bereavement

14 A paid bereavement leave of four (4) days maximum will be allowed for each death in the  
15 immediate family for the period covering up to seven days from the date of the death.  
16 Family shall mean: father, mother, siblings, wife, husband, children, stepchildren,  
17 grandchildren, grandparents, mother-in-law, and father-in-law.

18 In the event of the death of a member of the family other than those previously listed, an  
19 Association member may be entitled to one full day to attend the funeral. The employee also  
20 may use up to three days from accrued sick leave or personal leave to support bereavement  
21 leave requirements for these other family members.

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5.5 Holidays

The Board shall designate fourteen (14) holidays annually for full-time twelve-month employees.

5.6 Medical Insurance

Under the New Jersey State Health Benefits Program, all current employees who have completed their probationary period will be eligible to enroll into the provider plan of their choice at his/her appropriate level of coverage (e.g., single, couple, parent/child or family coverage). The College will administer all health and prescription drug programs in accordance with the requirements and guidelines of the State Health Benefits Commission.

5.7 Insurance Carriers(s)

The Board reserves the right to change insurance carriers and/or self-insure so long as substantially similar benefits are provided. In the event the Board decides to change insurance carriers and/or self-insure, the matter will first be discussed with representatives of the prior to any change, and if the Facilities Group does not agree that the benefits to be provided by the new carrier or through self-insurance are substantially similar, the Facilities Group may file for arbitration within fifteen (15) calendar days from notification by the Board of its intention to change carriers or self-insure.

5.8 Dental Insurance

Dental insurance will be provided to each unit member at his/her appropriate level of coverage (e.g., single, couple, parent/child or family coverage) through Delta Dental or a



1 like dental provider. Should a unit member individually elect to expand or increase  
2 coverage beyond the coverage levels in place as of 6/30/01, then the unit member will be  
3 responsible for any additional cost of the expanded or additional coverage through an  
4 employee payroll deduction.

#### 5 5.9 Retiree Coverage

6 All current unit members retiring after July 1, 2001, with 15 years of service at the College  
7 and a minimum age of 62, or at any age with at least 25 years of service in the New Jersey  
8 Retirement Pension Systems, shall receive retiree benefits through the Health and Dental  
9 providers offered by the college. The employee shall be eligible to receive his/her  
10 appropriate level of coverage (e.g., single, couple, parent/child or family coverage). The  
11 retiree will be responsible for any dental co-payments for expanded services consistent with  
12 those for active employees at the time of his/her retirement.

13 All unit members hired after June 5, 2002, shall receive the following upon retirement:

14 (a) Those with 15 years or more service to the College and a minimum age of 62 shall  
15 receive single health coverage as provided under the New Jersey Health Benefits  
16 Program and the equivalent of single coverage for Dental insurance. The retiree  
17 will be responsible for any dental co-payments for expanded services consistent  
18 with those for active employees at the time of his/her retirement.

19 (b) Those with 25 years of service under the New Jersey Retirement Pension Systems  
20 shall receive coverage at his/her appropriate level (e.g., single, couple, parent/child  
21 or family coverage) as provided under the New Jersey Health Benefits Program and  
22 the college's coverage for Dental insurance. The retiree will be responsible for any

1 dental co-payments for expanded services consistent with those for active  
2 employees at the time of his/her retirement.

3 5.11 Tuition Waiver

4 Subject to meeting entrance requirements, each unit member, his/her spouse and children  
5 through age twenty-three (23) will be granted waiver of tuition and activity fee for  
6 Gloucester County College credit courses. The employee also shall be eligible for a  
7 tuition waiver for non-credit courses, workshops or seminars as long as there is space  
8 available and there is no additional cost to the College as a result of the waiver. In any  
9 instance in which the agreement with a co-sponsoring organization for an offering  
10 prohibits access to courses that agreement with the co-sponsor shall govern.

11 5.12 Personal Leave

12 Employees may be granted one (1) day personal leave with pay for bona fide personal  
13 business which cannot be handled outside of regular working hours, such as:

- 14 (a) Real estate closing.
- 15 (b) Marriage of the unit member or of a member of his/her immediate family.
- 16 (c) Graduation of a member of the immediate family.
- 17 (d) Required appearance in court wherein the employee is not in party and suit with the  
18 College.

19 Request for such leave shall be in writing not less than five (5) days in advance, except in  
20 the case of an emergency. In a personal emergency situation, the employee shall notify his  
21 supervisor as soon as possible.

1 In cases where there is a life threatening illness of a unit member's spouse or child a  
2 maximum of three (3) personal days may be utilized provided such illness is certified by an  
3 attending physician and further provided that the unit member has unused personal leave  
4 days from the prior three years.

5 5.13 Jury Duty

6 Employees who are required to be absent from work to serve on jury duty shall be paid their  
7 regular straight time daily pay.

8 5.14 Uniforms

9 The College shall provide uniforms (shirts and trousers) to each unit member after a ninety  
10 (90) day probationary period. Such uniforms shall be maintained by vendor service selected  
11 at College discretion, at no cost to the employee.

12 5.15 Notice of Leave Balance

13 Employees shall be given a written accounting of sick leave days and vacation days no later  
14 than May 1 of each year.

15 5.16 Tuition Reimbursement

16 The Board of Trustees shall authorize payment to unit members for up to 12 credits of  
17 under-graduate study in the unit member's field of work per fiscal year (July 1 to June 30).

18 Payment shall be made subject to the following conditions:

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

- 1 (b) Reimbursement will be on a per credit basis at a rate not to exceed the Rutgers  
2 undergraduate rate and will be contingent upon the successful completion of course  
3 work with a grade of "C" or better or "B" or better for graduate level courses.
- 4 (c) Nothing herein precludes approval by the President or his/her designee of  
5 beneficial graduate courses.
- 6 (d) Certification Reimbursement  
7 Unit members will be reimbursed for successfully completing and obtaining  
8 certification that directly benefits the unit member and the College in his or her  
9 performance of the job. Prior to enrolling the unit member must obtain approval  
10 from the College.
- 11 (e) Employees agrees to be employed for one (1) year following the conferring of the  
12 degree, and that if the employee leaves voluntarily before completing one (1)  
13 year of employment the employee will reimburse the College any monies the  
14 College has invested in the administrator to obtain said degree.

15

1 **ARTICLE VI**

2 **RETIREMENT "BONUS"**

3 6.1 The retirement "bonus" shall be based on a payment of \$65 per accumulated sick day,  
4 provided that:

5 (a) The employee had been employed actively by the College for at least 20 years.

6 (b) The employee must provide at least six months prior written notice of intent to  
7 retire. However, the President may waive this notification requirement in the case  
8 of a life-threatening illness.

9 (c) The employee retires under the New Jersey Public Employees' Retirement System.

10 6.2 If the years of an employee's active College service is less than 20 but at least 10 full years,  
11 then the retirement "bonus" shall be proportional (i.e., 11/20, 12/20 etc.) to the maximum as  
12 per above.

13 6.3 The exception for the proration under section 6.2 above is if the employee is retiring at age  
14 62 or older with 15 or more years of active College service. In this circumstance, the  
15 employee will receive the full retirement bonus as calculated under section 6.1.

16 6.4 The employee may elect to defer the retirement "bonus" compensation up to 12 months  
17 from the date of retirement.

18 6.5 The maximum retirement bonus shall be \$10,000.

19 6.6 In cases where a unit member dies while actively employed and has provided written  
20 notification of intent to retire (under section 6.1B), the bonus will be paid to his/her estate.

1 **ARTICLE VII**

2 **GRIEVANCE PROCEDURE**

3 7.1 **Definition**

4 A “grievance” is a claim by an employee, employees or the Association based upon the  
5 interpretation, application or violation of this Agreement, policies or administrative  
6 decisions affecting an employee or group of employees, except that an appeal to subsequent  
7 arbitration may only be based upon violation of the expressed terms of this contract.

8 A “grievant” shall refer to the employee or employees or the Association making the claim  
9 on behalf of the employee or group of employees or the Association on behalf of itself.

10 7.2 **Steps**

11 The procedure for handling a grievance is outlined below. The purpose of this procedure is  
12 to secure, at the lowest level, an equitable solution to the claim. Both parties agree that  
13 proceedings will be kept as informal and confidential as may be appropriate at any level of  
14 the procedure. The number of days indicated at each level should be considered as a  
15 maximum, with every effort made to expedite the process. The time limits specified may,  
16 however, be extended by mutual agreement.

17 **Step 1:** A grievant shall meet to discuss a grievance with his/her immediate  
18 supervisor within twenty- five (25) working days of the occurrence or thereafter  
19 be barred. The Association’s designated representative may be present at this  
20 meeting, if requested. The immediate supervisor shall respond to the grievance  
21 as soon as possible but not later than five working days from the date that the  
22 grievance was discussed. If the immediate supervisor’s answer does not resolve

1 the grievance and the employee chooses to pursue the matter further, the grievant  
2 shall submit a grievance in writing using the Formal Grievance Procedure Form.  
3 This form shall be submitted within five (5) working days from receipt of the  
4 Supervisor's response and shall set forth the facts upon which the grievance is  
5 based, the section(s) of the agreement where the employee's rights are alleged to  
6 have been violated and the remedy or correction sought. As a result of this action,  
7 the grievance shall be referred to Step 2.

8 Step 2: If no satisfactory response is received within five (5) working days, the  
9 Association representative (or designee) on the one hand and the President (or  
10 designee) and the immediate supervisor on the other hand shall meet and discuss  
11 the grievance. If no satisfactory agreement is reached between them within five  
12 (5) working days of receipt of the grievance form, the matter will be referred to  
13 Step 3.

14 Step 3: Grievance Committee, comprising the Association representative or  
15 designee on the one hand and the President of the College (or designee) on the  
16 other hand, shall meet in an effort to resolve the grievance. If no satisfactory  
17 agreement is reached between them within five (5) working days of receipt of the  
18 grievance, the matter shall be referred to Step 4.

19 Step 4: The Grievant shall submit a written copy of the grievance to the Board of  
20 Trustees (or designees) through the Secretary of the Board within ten days of the  
21 Committee meeting. The Board shall, within (20) working days of the date of  
22 filing, either allow the grievance or form a committee and hold a hearing on the

1 grievance. Should a hearing be held, the Grievant shall be notified in writing no  
2 later than five working days after the hearing of the recommendation from the  
3 committee. The Board of Trustees shall publicly indicate its disposition of the  
4 grievance at its next regularly scheduled meeting after notification to the Grievant.

5 Step 5: All differences, disputes or grievances between the parties that are not  
6 satisfactorily settled after the steps indicated above shall, at the request of the  
7 Association, be submitted to arbitration within fifteen (15) working days to the  
8 Public Employment Relations Commission (PERC). The rules of that agency shall  
9 apply. Neither the Board nor the Association shall be permitted to assert in such  
10 arbitration proceeding any ground or to rely on any evidence not previously  
11 disclosed to the other party. The arbitrator shall have no power to alter, add to or  
12 subtract from the terms of this agreement. No more than one (1) substantive issue  
13 may be submitted to the arbitrator at any proceeding unless agreed to in writing by  
14 both parties.

15 The arbitrator shall submit a written decision within thirty (30) days of the close of  
16 the hearing setting forth his findings of fact, reasoning and conclusions on the issue  
17 submitted. Acknowledging binding arbitration as the means of resolution for any  
18 dispute arising under the terms of this Agreement, the Association and all Facilities  
19 employees shall not cause, engage in, or sanction any strike, slow-down, or other  
20 concerted action for the duration of this Agreement because of any dispute or  
21 disagreement between the College, or its representatives, and the Union, or any and



1 all custodial and maintenance employees, or between any other persons, or other  
2 employees or organizations who are not signatory parties to this Agreement.

3 7.3 Conditions

4 (a) Human Resources shall report all disciplinary actions taken against any bargaining  
5 unit member to the President of the Association. The name of the disciplined  
6 employee shall only be included with their written consent.

7 (b) All time spent, during normal working hours, in the adjustment of grievances and  
8 arbitration will be paid at straight time.

9 (c) The Association and the Board shall share equally the arbitrator's fee and expenses.

10 (d) The Association and the Board shall have the right to bring in the aggrieved  
11 person(s) in any of the above steps of the grievance procedure as outlined above.

12 (e) Anything to the contrary notwithstanding, any challenge to the propriety of a  
13 discharge must be filed in writing to the Board within five (5) working days from  
14 the date of the discharge or the same will be deemed to have been waived.

15 (f) A grievance may be withdrawn at any level.  
16  
17

1 7.4 Formal Grievance Procedure Form

2 NAME\_\_\_\_\_

3 POSITION\_\_\_\_\_

4 DATE OF GRIEVANCE\_\_\_\_\_

5 DATE OF FILING\_\_\_\_\_

6 TERM(S) OF CONTRACT VIOLATED \_\_\_\_\_

7 NATURE OF GRIEVANCE:

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16 REMEDY SOUGHT BY GRIEVANT:

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

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1 STEP 2

2 DATE FILED FOR STEP 2 HEARING: \_\_\_\_\_

3 DATE STEP 2 HEARING HELD: \_\_\_\_\_

4 STEP 2 DISPOSITION:

5

6 SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

7

8 STEP 3

9 DATE FILED FOR STEP 3 HEARING: \_\_\_\_\_

10 DATE STEP 3 HEARING HELD: \_\_\_\_\_

11 STEP 3 DISPOSITION:

12

13 SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

14

15 STEP 4

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

17 DATE GRIEVANCE ALLOWED \_\_\_\_\_ OR

18 DATE HEARING HELD \_\_\_\_\_

19 DISPOSITION:

20

21 SIGNATURE \_\_\_\_\_ DATE: \_\_\_\_\_

22

1 **ARTICLE VIII**

2 **SALARY SCHEDULE**

3  
4 8.1. **Base Rate of Pay Increase**

5 The base salaries for all association members shall be increased as follows:

6 July 1, 2004 (FY05): \$1,180

7 July 1, 2005 (FY06): \$1,227

8 July 1, 2006 (FY07): \$1,276

9 A member must be on the College’s full-time employee payroll as of July 1 to be eligible  
10 for the annual increase specified above.

11  
12 8.2 **Minimum and Maximum Rates of Pay**

13 The following levels shall be established as hiring hourly rates of pay and maximum base  
14 salaries for unit members:

15 8.3 **Hourly Hiring Rates of Pay**

|                     | <u>7/1/04</u>      | <u>7/1/05</u>      | <u>7/1/06</u>      |
|---------------------|--------------------|--------------------|--------------------|
| Custodian           | \$13.09 (\$23,825) | \$13.54 (\$24,650) | \$14.00 (\$25,475) |
| Grounds Positions   | \$13.37 (\$24,325) | \$13.82 (\$25,150) | \$14.27 (\$25,975) |
| Custodial/Utility   | \$13.64 (\$24,825) | \$14.09 (\$25,650) | \$14.55 (\$26,475) |
| Maintenance/Fireman | \$14.74 (\$26,825) | \$15.19 (\$27,650) | \$15.65 (\$28,475) |



1 8.5 Shift Differential

2 There shall be a shift differential for employees who work the second shift or on a daily  
3 shift other than Monday through Friday as follows:

4 2004-2005 \$0.29/hr. (\$525)

5 2005-2006 \$0.31/hr. (\$575)

6 2006-2007 \$0.34/hr. (\$625)

7 There shall be shift differential for employees who work the third shift as follows:

8 2004-2005 \$0.31/hr. (\$575)

9 2005-2006 \$0.34/hr. (\$625)

10 2006-2007 \$0.37/hr. (\$675)

11 Lead Rate – 2004-2007

12 \$1.00 per hour for the unit member designated as Leads.

13 8.6 Black Seal License

14 Any unit member who obtains or holds a black seal license shall receive the following  
15 pay rate added to the unit member's base.

16 2004-2005 \$0.22/hr. (\$400)

17 2005-2006 \$0.27/hr. (\$500)

18 2006-2007 \$0.33/hr. (\$600)

19 8.7 Additional Skills Attainment Award

20 A unit member may be eligible to receive a one time \$0.25 cent per hour increase upon  
21 successfully completing a pre approved trade certificate program.

22

1 8.8 Vacancies

2 If a job opening occurs within the bargaining unit, then the appointment shall be given to  
3 the most senior employee who bids, if such senior employee meets established  
4 qualifications for the vacant position. The College may require a transition period to effect  
5 this new assignment to ensure appropriate coverage during weekend periods.

6 8.9 New Employees

7 New employees will be hired at the minimum salary in the given classification. Both  
8 parties agree that the College may hire above the minimum pay rate but below the lowest  
9 pay rate of an employee in the classification. The probationary period for new employees  
10 shall be 90 days.

11 8.10 Job Descriptions

- 12 (a) Job duties and job classifications will be established by management.
- 13 (b) Any new or revised job description will be presented to the Association five (5)  
14 working days before they are made effective.
- 15 (c) Changes in terms and conditions of employment or establishment of new or  
16 additional functions shall be first negotiated with the Association in accordance with  
17 Chapter 123, P.L. 1974.
- 18 (d) The College shall evaluate all employees with Black Seal licenses within twelve  
19 months of the enactment of this contract to determine if any employee should be  
20 reclassified to the Maintenance/Fireman position. These reclassifications shall  
21 occur without regard to seniority, however shift seniority shall still apply in cases  
22 where positions are reclassified.

1 8.11 Make-Up Days

2 Days of normal work which are proposed for closing (of the College) shall first be advised  
3 to the Association at least thirty (30) calendar days in advance and representatives of the  
4 Board and Association shall meet at a time of mutual convenience to resolve a method(s) to  
5 make up such time.

6



1 **ARTICLE IX**

2 **AGREEMENT TERMS**

3 9.1 **Scope of Agreement**

4 This Agreement incorporates the entire understanding of the parties on all matters which  
5 were or could have been the subject of negotiation. During the term of this Agreement  
6 neither party shall be required to negotiate with respect to any such matter whether or not  
7 within the knowledge or contemplation of either or both of the parties at the time they  
8 negotiated or executed this Agreement.

9 9.2 **Term and Notice**

10 (a) This Agreement shall be effective from the date of signing through June 30, 2007.  
11 During October 2006 either party may give written notice to the other of its  
12 intention to terminate, modify, or supplement this Agreement. Such negotiations for  
13 a subsequent Agreement shall commence no later than fifteen (15) calendar days  
14 thereafter.

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BOARD OF TRUSTEES

GCCEA

On behalf of FACILITES EMPLOYEES

by \_\_\_\_\_

by \_\_\_\_\_

Chairperson, Board of Trustees

NJEA Representative

by \_\_\_\_\_

by \_\_\_\_\_

Secretary, Board of Trustees

President, GCCEA

DATED \_\_\_\_\_

by \_\_\_\_\_