
Agreement between
The Board of Trustees
of Gloucester County College

and

The Gloucester County College
Faculty Association/NJEA

2004-2007

Effective July 1, 2004

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1 **AGREEMENT**

2
3 Between the Board of Trustees of Gloucester County College, operating under the provision of
4 Public Laws of 1968, Chapter 303, and including Chapter 123, Public Law 1974 of the State of
5 New Jersey

6 and

7 The Gloucester County College Association of Teachers which is affiliated with AFT, AFL-
8 CIO.

9
10 This Agreement entered into on _____ by and between the Board of Trustees
11 of Gloucester County College, hereinafter called the Board, and the Gloucester County College
12 Faculty Association/NJEA, hereinafter called the Association, represents a complete
13 agreement between the parties, and provides that:

14 1.1 Board Recognition

15 The Board hereby recognizes the Association as the sole and exclusive negotiation
16 representative for all Gloucester County College bargaining unit members, including
17 full-time teaching staff, counselors, instructional technology coordinator, College nurse
18 and librarians, but excluding the President, the Assistant to the President, Vice
19 Presidents, Deans, Associate Deans, Assistant Deans, Directors, Chairpersons, and any
20 faculty member while engaged in service specifically applicable to the Division of
21 Lifelong Learning (except when a credit course(s) comprises part of a unit member's
22 basic load or overload in which case, such services shall be covered by the contract)
23 and such professional personnel who are or become responsible for supervisory or

1 evaluative duties with respect to other professional personnel. The term “unit member”
2 when used here and after in this Agreement, shall refer to all members of the designated
3 bargaining unit . To the extent required by statutes, there shall be no discrimination by
4 either the Board or the Association based on age, sex, race, color, creed, religion,
5 handicaps, national origin, or political affiliation.

6 1.2 Contrary to Law

7 If any provision of this agreement or any application of the agreement to any unit
8 member or group of unit members shall be found contrary to law, then such provision
9 or application shall be void, but all other provisions or applications of this agreement
10 shall continue in full force and effect.

11 1.3 Amendment

12 Should the parties agree to an amendment of this agreement such amendment shall be
13 reduced to writing, submitted to ratification procedures of the Board and the
14 Association, and if ratified by both parties, become part of the agreement.

15 1.4 Released Time for Negotiations

16 When mutually determined negotiation meetings are planned during instructional
17 hours, not more than four members of the Association Negotiations Team may be
18 granted released time.

19 1.5 Budget Information

20 In order for the Association to represent unit members, the Board will provide via hard
21 copy and electronic format when available to the Association upon written request:

- 22 (a) The number of unit members within each salary schedule classification and their
23 appropriate salaries; and
24 (b) Other reports within the public domain.

1 1.6 Selection of Negotiators

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

8 1.7 Copies of Agreement

9 Copies of this agreement shall be reproduced by the Board and distributed to all unit
10 members now employed or hereafter employed, upon notice of appointment for the
11 duration of this agreement. The Board will supply twenty-five copies to the
12 Association and a copy on electronic media. Candidates for employment who have
13 been offered a position by the Board will be furnished a copy of the Agreement
14 between the College and the Gloucester County College Faculty Association along with
15 their contract of employment.

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1 **ARTICLE II**

2 Rights of Parties

3 2.1 Right to Organize

4 Nothing contained herein shall be construed to deny or restrict the rights of unit
5 members under the New Jersey Statutes Annotated, Title 18A or other applicable laws
6 and regulations. The rights granted and duties inferred herein shall be deemed to be in
7 addition to those provided elsewhere. However, the Board retains all rights not
8 specifically conferred upon the Association.

9 2.2 Right to Negotiate

10 Unit members as described in Article I have the right to freely to organize, join and
11 support the Association for the purpose of engaging in collective negotiation and other
12 concerted activities for mutual aid and protection or to refrain from same.

13 2.3 Association Business

14 Duly authorized representatives of the Association shall be permitted to transact official
15 Association business and conduct meetings on College property at reasonable times;
16 where such business does not interfere with the operation of the College or with the
17 performance of the unit members' duties. The College shall provide a single faculty
18 office to be used by the President of AFT. No charge shall be made for the
19 Association's use of College facilities.

20 2.4 Use of Facilities and Equipment

21 At the convenience of the President of the College or his/her designees, the Association
22 may use College facilities and equipment. No equipment shall be removed from the
23 premises without written permission. Payment shall be made for any expendable
24 supplies used for Association purposes, and the Association shall be liable for damage

1 to any equipment used for said purposes. A request of the Association shall be not
2 unreasonably denied.

3 2.5 Posting of Association Notices

4 The Association shall be assigned a bulletin board for its sole use. The Association
5 shall be permitted to use College mail facilities for the distribution of communications
6 within the College.

7 2.6 Continuing Consultation Clause

8 A committee of three administrators comprising the President of the College (or his/her
9 designee) and two other College administrators appointed by the President of the
10 College, and three representatives of the Association comprising the President of the
11 Association (or his/her designee) and two other members of the Association appointed
12 by the President of the Association, will meet at the request of either party at least twice
13 per academic year to discuss the administration of this agreement and/or problems of
14 mutual concern. Initiation can be made by either party requesting a date(s) convenient
15 to both parties and such letter of initiation shall suggest agenda items for discussion.
16 The responding party may also suggest additional items for inclusion in the agenda
17 and/or alternate dates.

18 2.7 Representation Fee for Non-Members

19 (a) The President of the Association or his designee shall submit to Human Resources a list of
20 names of employees covered by this contract who are not currently dues paying members. The
21 College, in compliance with State law and this agreement, will deduct a representation fee
22 equal to a percentage of the regular dues as certified on an annual basis by the Union, which
23 shall be remitted to the Union in the same manner as dues. In the case of newly hired
24 employees, deduction of representation fees will begin with the next paycheck following

1 submission of dues check off card or, in lieu thereof, with the next paycheck following a
2 written request by the union to withhold.

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

9 (c) The Association agrees that it has established or will establish a procedure by
10 which a non-member employee in the unit can challenge the representation fee
11 in accordance with N.J.S.A.34: 13A-5.6. In the event that a challenge is filed,
12 the deductions of the representation fee shall be held in escrow by the Board
13 pending a final resolution of the challenge.

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

19 2.8 Board's Authority

20 The Board hereby retains and serves unto itself, without limitation, all powers, rights,
21 authority, duties and responsibilities conferred upon and vested in it prior to the
22 signing of this Agreement by the laws, regulations, and the Constitution of the State
23 of New Jersey and of the United States.

1 **ARTICLE III**

2 Faculty Assignments and Responsibilities

3
4 3.1 Academic Year Calendar

5 The President shall prepare a tentative academic year calendar (July 1st – June 30th) and
6 submit a copy thereof to the Association at least eight (8) weeks prior to submission to
7 the Board. Within two weeks, the Association of Teachers shall submit in writing its
8 comments and recommendations to the President. The President and the Board shall
9 consider such comments and recommendations before the Board adopts the calendar.
10 No changes (other than emergencies) shall be made in the current semester system
11 without first consulting with the Association.

12 3.2 Working Hours

- 13 (a) The basic load assignment of any teaching member shall span no more than
14 eight and one-half (8 ½) hours from the beginning of the first class to end of the
15 last class in the same day, and no more than five consecutive days per week.
16 Current block schedules will be made available to the Association President or
17 his/her designee for examination.
- 18 (b) The normal work week will be Monday through Friday, except when weekend
19 assignments are necessary to complete the teaching member’s basic load. In
20 this case, the work load shall span no more than five consecutive days. Any
21 extension of this time will be by mutual agreement of the teaching member
22 concerned and the College administration. Nothing herein precludes some
23 teaching members being scheduled less than five days.
- 24 (c) An overload is not a part of the basic load.

1 (d) In the event that all campus-based classes are canceled for any emergency, no
2 unit member who is scheduled for on-campus assignment is required to work
3 for the duration of said cancellation. In addition, in the event that any off-
4 campus facility to which an employee is assigned is declared officially closed
5 for any emergency, no unit member who is assigned to such facility will be
6 required to work for the duration of said cancellation.

7 3.3 Faculty Teaching Assignments

8 (a) The assigned base load shall be fifteen contact hours per semester where
9 credit hours are equal to contact hours

10 (b) The assigned base load shall be no more than eighteen contact hours per
11 semester where credit hours are less than contact hours (Physical Education is
12 to be excepted from this provision.)

13 (c) A faculty member will be permitted to teach standard overload not to exceed
14 twelve (12) contact hours per semester (Fall-Spring-Summer). Any unit
15 member assigned to teach courses in excess of base load may designate which
16 of those courses will be treated as base load, so long as the courses for base load
17 fall within the definition of Working Hours in Section 3.2. In no case will
18 teaching faculty members be assigned non-teaching responsibilities in base load
19 without the consent of the individual faculty member. Where faculty members
20 request the assignment of non-teaching responsibilities in lieu of base load, and
21 the administration agrees, the Association President will be notified and his/her
22 concurrence obtained prior to the effective date of the assignment.

23 (d) Any faculty member who teaches a part of his/her base load in Allied Health
24 and lab-oriented courses shall have a base load between fifteen and eighteen
25 contact hours per semester per the following formula:
26

			Adjusted
	<u>Course Credit = Contact</u>	<u>Contact Differential</u>	<u>Base Load*</u>
1			
2			
3	15	0	15
4	14	1	15.2
5	13	2	15.4
6	12	3	15.6
7	11	4	15.8
8	10	5	16
9	9	6	16.2
10	8	7	16.4
11	7	8	16.6
12	6	9	16.8
13	5	10	17
14	4	11	17.2
15	3	12	17.4
16	2	13	17.6
17	1	14	17.8
18	0	15	18

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20 * Lecture courses within the basic load arrangement will be tallied first when computing the
 21 adjusted base load.

22 (e) In this section and throughout the contract, the term “working day” shall refer to
 23 any normal workday (Monday through Friday) that the college is open for
 24 business. Working day shall exclude any day that the college is scheduled to be

1 closed per the academic calendar adopted by the Board of Trustees or any day
2 that the College is closed for emergency purposes.

3 (f) A faculty member will be permitted to teach standard overload not to exceed
4 twelve (12) contact hours per semester excluding Academic Advisement,
5 Program Coordinating and Co-op/Independent Study. Overload assignments
6 made prior to pre-registration shall be reviewed by the Dean. Overload
7 assignments made after pre-registration by the appropriate Dean shall be made
8 on a fair and equitable basis. Full-time teaching faculty members shall be given
9 first consideration to all “standard overloads”. The usual maximum for a
10 summer session courses shall be the standard overload.

11 (g) The Association President shall be given the opportunity to review and raise
12 exception to the tentative faculty teaching assignment and overload lists prior to
13 the beginning of each semester or session. It is expressly understood that final
14 determination concerning teaching assignment and appointment to overload
15 resides with the employer provided that the expressed provisions of the contract
16 are not violated. When the master schedule is published, a copy will be
17 supplied to the Association President.

18 (h) Acknowledging that innovation and change may require modification of work
19 requirements, then in accordance with the provisions of Chapter 303, Public
20 Law of New Jersey, 1968, and including Chapter 123, Public Law, 1974, State
21 of New Jersey, the following procedure shall be used for determining the
22 appropriate compensation for those faculty members represented by the
23 Association:

- 1 1. At least twenty (20) working days prior to the change, the Association shall
2 be notified in writing. Within ten (10) working days of the time of such
3 notice the Association President may request in writing a meeting with the
4 College Representatives. This request shall be addressed to the President of
5 the College.
- 6 2. Within five (5) working days of receipt of such a request a meeting will be
7 scheduled at mutual convenience between members of the Association and
8 representatives for the College.
- 9 3. At this meeting, which is to be in session for normally no more than two
10 hours duration, negotiations will be concerned with appropriate
11 compensation and work requirements. The Association and College
12 Representatives shall supply the other party with relevant data.
- 13 4. If mutual agreement is not reached at this negotiations session then the
14 Association shall submit a final offer in writing within five (5) working days
15 to the President.
- 16 5. Rejection or acceptance of the Association's final offer by the President
17 shall be in writing within five (5) working days. Rejection shall mean that a
18 member of the bargaining unit will not be required to work any additional
19 time
- 20 6. Failure by the Association to adhere to the time specifications in
21 subparagraphs (1) shall mean waiver of further claim, and failure by the
22 President (or his/her designee) to adhere to the time requirement in
23 paragraph (5) shall mean acceptance of the Association's final offer.

1 3.4 Student Ratio

2 The College shall continue to use educationally sound principles in determining the
3 maximum number of students per course section. The maximum class size for on-
4 line instruction shall be defined as 75% of the maximum enrollment in a face-to-
5 face section of that course for that semester.

6 3.5 Working Hours - Non-Teaching Unit Members

7 The usual work week for librarians, instructional technology personnel, counselors, and
8 College nurse shall be thirty-five hours (35) hours per week, exclusive of one-hour per
9 day for meals.

10 3.6 Consultation Hours

11 (a) Each member of the teaching staff shall maintain at least five hours per week
12 for consultation with students. Such hours shall be in addition to his/her
13 scheduled classes.

14 (b) Students may make consultation appointments with the faculty member or
15 his/her secretary.

16 (c) All office schedules for faculty members for consultation (including off-campus
17 office hours) shall be subject to the approval of the Chief Academic Officer.
18 Office hours shall not be scheduled on a total of less than 3 days and no office
19 hours shall be less than 15 minutes duration.

20 3.7 Field Trips and Authorized Off-Campus Assignments

21 (a) A field trip shall be defined as any educational activity, approved by the
22 President or his/her designee. Mileage reimbursement shall be “clocked” from
23 approved point of origin to the approved point of conclusion. The College shall
24 make every effort to supply transportation for all such field trips. If the College
25 requests that the unit member use his/her own transportation and the unit

1 member agrees, he or she shall be reimbursed at the IRS “standard mileage
2 rate”. The College shall provide secondary coverage over the owner’s primary
3 coverage and limits to a total maximum of \$1,000,000. This coverage is in
4 excess of the owner’s primary coverage and applies only when a unit member
5 uses his/her vehicle for authorized College business.

6 (b) If a unit member is required to or receives approval to make a trip on College
7 business, he or she shall be reimbursed for the most convenient and economical
8 mode of transportation or the above specified auto mileage reimbursement.

9 (c) Unit members will be compensated at IRS “standard mileage rate” for travel to
10 and from off-campus assignments in excess of the mileage required for a round
11 trip to the College from their homes.

12 3.8 Attendance at College Functions

13 Attendance by unit members at commencement is mandatory, and attendance at a
14 reasonable number of other College functions is encouraged. The College will furnish
15 academic attire when needed, at no cost to the unit member.

16 3.9 Textbooks and Other Teaching Materials

17 The appropriate administrator shall secure requests for textbooks and teaching materials
18 from unit members and forward the recommendations to the President or his/her
19 designated representative.

20 3.10 Faculty Schedules

21 Master schedules and individual assignments shall reside with the Chief Academic
22 Officer cooperating with the appropriate administrator. Announcement of a tentative
23 master schedule will be made to the faculty prior to posting and the appropriate
24 administrator shall provide to each unit member within his/her area a scheduling

1 preference form. Conflicts in schedule preference will be resolved by the appropriate
2 administrator in consultation with the affected unit member(s). If and when changes in
3 the tentative master schedule are necessitated, the Association President will be
4 notified. Thereafter it will be the responsibility of the unit member to consult with the
5 appropriate administrator as to the pending schedule changes.

6 3.11 Course Preparation

7 Teaching members will normally have no more than three different course preparations
8 each semester, unless specifically requested by the member. Where the nature of
9 course offerings and the number of available full-time teaching unit members within
10 the Division prevents the accomplishment of these course preparation guidelines,
11 courses shall be assigned so as to accomplish a minimum number of preparations per
12 unit member.

13 3.12 Academic Freedom

14 The Board and Association subscribe to the following statement on academic freedom:

- 15 (a) Any unit member is entitled to full freedom in research and in the publication of
16 the results, subject to the satisfactory performance of his or her employment
17 duties.
- 18 (b) Any unit member is entitled to freedom of discussion in the performance of
19 his or her faculty responsibilities and in the classroom, provided the
20 discussion is relevant to the course.
- 21 (c) The unit member is a citizen, a member of a learned profession, and an
22 employee of an educational institution. When he or she speaks or writes as a
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1 citizen, or exercises his or her legal or constitutional rights, he or she shall be
2 free from institutional censorship or discipline. However, in his or her
3 extramural utterances, he or she has an obligation not to permit the implication
4 that he or she is an institutional spokesperson.

5 3.13 Faculty Handbook

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

9 3.14 Technology Changes

10 Each faculty member shall be notified of any technology changes that affect his/her
11 technology-oriented classrooms or work environment. When possible, the classroom
12 and work environment will be standardized and remain static for the academic year.

13 3.15 Health/Safety/Ergonomics Committee

14 A Health/Safety/Ergonomics (HSE) Committee will be established consisting of three
15 (3) members appointed by the Association and three (3) members appointed by the
16 College. The Committee may consist of additional members by mutual agreement of
17 the Association and the College. The mission of the HSE Committee is to develop
18 recommendations regarding the proper use of Personal Computers. These
19 recommendations may include, but are not limited to the use of Video Display
20 Terminals, Personal Computers, peripheral equipment, furniture, lighting, noise,
21 maintenance and training issues of ergonomics.

1 **ARTICLE IV**

2 Personnel Files

- 3 4.1 (a) The College shall maintain a personnel file on each unit member which shall
4 include, but not be limited to, the following:
- 5 1. Personnel information.
 - 6 2. Information relating to the unit member's academic and professional
7 accomplishments submitted by the unit member or placed in the file at his or
8 her request.
 - 9 3. Records generated by the College.
 - 10 4. Information indicating special achievements, research, performance, and
11 contributions of an academic, professional or civic nature.
- 12 (b) At his or her request, the unit member may examine his or her file, referred to in
13 4.1(a) and photocopy anything therein at a time mutually convenient to the
14 appropriate administrator and the unit member, within five working days of the
15 initial request.
- 16 (c) Human Resources will be responsible for the safekeeping of the above
17 mentioned personnel files.
- 18 (d) Unit members shall be shown any material to be placed in their file and shall
19 acknowledge by signature having seen such. Such acknowledgment shall not
20 necessarily indicate agreement with the material. Unit members shall have the
21 right to respond to any material placed in the file within thirty (30) school days
22 after reviewing such material. Material not so treated shall be removed from the
23 file at the unit member's request or it shall have no force and effect.
- 24 (e) Material not in the file may not be used against the unit member.

1 (f) Personnel files will continue to be available to the appropriate administrative
2 personnel and board members when matters of promotion, retention and faculty
3 performance are under discussion.

4 (g) If the College requires more than the initial copies of a unit member's
5 transcript(s) or record(s), the request and cost shall be generated and paid by the
6 College. The unit member concerned shall sign such authorization(s) as may be
7 necessary.

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1 **ARTICLE V**

2 Contracts, Dismissal and Vacancies

3 5.1 When the Board of Trustees does not intend to reappoint a non-tenured unit member,
4 notice of such non-reappointment shall be given in writing not later than February 10th
5 of the first and second academic years of service, and not later than December 10th of
6 the third, fourth and fifth years of academic service.

7 5.2 Each non-tenured unit member shall be notified regarding contract status as indicated in
8 5.1 supra. Such contract shall contain a clause authorizing the unit member concerned
9 or the Board of Trustees to be released from the said contract with 30 days notice to the
10 other party, with salary pro-rated to the date of termination.

11 5.3 A non-tenured faculty member's non-renewal may only be for just cause. If the cause
12 is questioned the matter shall be processed through the grievance procedure except that
13 the Board of Trustees shall act as Arbitrator in the final and binding step.

14 5.4 Unit members will be advised via College e-mail of newly created full-time and part-
15 time administrative and supervisory positions and full-time faculty positions before
16 public announcement is made.

17 5.5 In the event of a reduction in force, the College and the Association agree that the
18 provisions of N.J.A.C. 9A:7-2 will apply.

19 (a) Notification: After formal Board of Trustee action implementing a reduction in
20 force, the President shall give written notification to each employee. Each
21 employee scheduled to be laid off will receive notification of such fact one
22 hundred and eighty (180) calendar days before implementation of the layoff.

23 (b) Salary and fringe benefits: The employee shall remain on the College's payroll
24 prior to the implementation of the layoff and shall receive his/her full

1 salary and employee fringe benefits during this period.

2 (c) The employees shall be compensated for all unused vacation days in accordance
3 with section 13.3 of this contract.

4 (d) Retirement in lieu of layoff: Any unit member eligible for retirement may retire
5 in lieu of a layoff. He/she will be entitled to receive all retiree benefits
6 consistent with Articles VIII and XIV of this contract.

7 (e) Continued part-time employment: A unit member discharged under the
8 provisions of this section may be permitted to teach on an adjunct basis or may
9 be permitted to perform other part-time college jobs to which he/she previously
10 had been assigned. The prevailing rate of overload pay or part-time
11 compensation will apply.

12 (f) Right to be rehired: A unit member laid off under the reduction in force will
13 retain the right of first re-hire should the position become available within five
14 years of the layoff.

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1 **ARTICLE VI**

2 Recommendations for Promotion

3 6.1 Faculty Promotions Committee

4 By January 1 of each year a Faculty Promotions Committee shall be formed. The
5 Committee shall be comprised of four members from the faculty elected by the
6 Association and four members from among the administrators appointed by the
7 President of the College. The Committee shall meet on or before February 1st of each
8 year to consider and by majority vote recommend to the President candidates assessed
9 as qualified and worthy for promotion in academic rank, including, as appropriate,
10 those candidates whose distinguished contributions to the College make them worthy to
11 have rank guidelines waived.

12 The President shall transmit his/her recommendations regarding candidates for
13 promotion to the Board of Trustees. The transmittal of the Presidential
14 recommendations shall also include a copy of any promotional recommendations from
15 the Faculty Promotions Committee. Faculty members desiring to be considered for a
16 promotion shall make application to the Faculty Promotions Committee. Initiation of
17 recommendations for promotion may also emanate from the President.

18 6.2 Criteria for Promotion

19 The personal qualities to be considered in evaluating members of the faculty for
20 promotion and academic rank are:

- 21 (a) Teaching effectiveness
- 22 (b) Departmental/Institutional Service
- 23 (c) Administrative Effectiveness
- 24 (d) Scholarly Achievement

- 1 (e) Professional Growth
- 2 (f) Relevant Community Service

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1 **ARTICLE VII**

2 Guidelines for Qualifications for Faculty Rank

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RANK	EDUCATION
Instructor II	B.A., B.S., or equivalent
Instructor I	Master’s Degree or equivalent in special fields
Assistant Professor	Master’s Degree plus 15 acceptable graduate credits or equivalent in special fields
Associate Professor	Master’s Degree plus 30 acceptable graduate credits or equivalent in special fields
Professor	Doctorate or equivalent or Master’s Degree with all work completed for Doctorate with exception of dissertation.

For further clarification:

1. It will be highly desirable to have had a minimum of two years teaching or equivalent experience for the rank of Instructor II. To be eligible for the rank of Instructor I a candidate should have had at least two years teaching experience or equivalent in related experience. To be eligible for the Assistant Professor rank, a candidate should have had at least four years of teaching or equivalent experience. To be eligible for the Associate Professor rank, a candidate should have had at least six years of teaching or equivalent experience; and those eligible for the rank of Professor must have had at least eight years of teaching or equivalent experience.

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2. The Board of Trustees, upon recommendation of the President, may grant recognition to any faculty member who has made distinguished contributions to the College. Because of these contributions, rank guidelines may be waived by the Board of Trustees.
3. Unit members may be employed at salaries higher than the minimum salary. Such appointments will be made by the Board of Trustees upon the recommendation of the President.
4. A candidate is not automatically entitled to placement in the top rank for which his/her academic and experience credits make him/her eligible. The President may recommend employment at any rank at or below the level of the noted qualifications.
5. Faculty will not be automatically moved into the next rank when the guidelines for that rank are satisfied. Movement from one rank to another is by promotion only. Not more than 30% of the faculty may hold the rank of Professor, and not more than 60% may hold the ranks of Professor and Associate Professor.

1 **ARTICLE VIII**

2 Health Insurance Benefits

3 8.1 Effective January 1, 2002, the college will re-enter the New Jersey State Health
4 Benefits Plan for both health and prescription drug coverage. Until that date, the
5 college's current health and prescription plans will remain in full force. Under the New
6 Jersey State Health Benefits Program, all current employees will be eligible to enroll
7 into the provider plan of their choice at his/her appropriate level of coverage (e.g.,
8 single, couple, parent/child or family coverage). All future bargaining unit members
9 will be eligible for enrollment in the State Health Benefits Program in accordance with
10 the State's enrollment requirements. Once the College enters the State Health Benefits
11 Program, it will administer all health and prescription drug programs in accordance
12 with the requirements and guidelines of the State Health Benefits Commission.

13 8.2 Dental insurance will be provided to each unit member at his/her appropriate level of
14 coverage (e.g., single, couple, parent/child or family coverage) through Delta Dental or
15 a like dental provider. Should a unit member individually elect to expand or increase
16 coverage beyond the coverage levels in place as of 6/30/01, then the unit member will
17 be responsible for any additional cost of the expanded or additional coverage through
18 an employee payroll deduction.

19 8.3 Upon written request of the Board, the parties agree to promptly enter into negotiations
20 during the term of the Agreement concerning the change of insurance plan(s) and/or
21 carriers and/or self insurance. In the event there is no agreement on a change(s) to
22 provide substantially similar benefits, either party may invoke mediation and/or fact-
23 finding through the Public Employment Relations Commission. The parties agree that

1 any change through the aforementioned processes will not include compensation for a
2 less expensive plan(s).

3 8.4 All unit members and his/her spouse covered by this agreement, **who retired prior to**
4 **July 1, 1987** from the College, shall be eligible for all health insurance coverage
5 currently in force at the unit member's (or spouse's) expense and at no cost to the
6 College. **Commencing July 1, 1987**, retirees (as defined in Article 14.1) shall be
7 provided insurance coverage at the Board of Trustees expense as stated hereinafter.
8 Such retirement benefit shall be operative with the effective date of reception of NJ
9 retirement pension benefits or TIAA/CREF using the same standards.

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

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

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

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

15 8.5 All current unit members retiring after July 1, 2001, with 15 years of service at the
16 college and a minimum age of 62, or at any age with at least 25 years of service in the
17 New Jersey Retirement Pension Systems, shall receive retiree benefits through the
18 Health and Dental providers offered by the college. The employee shall be eligible to
19 receive his/her appropriate level of coverage (e.g., single, couple, parent/child or family
20 coverage). The retiree will be responsible for any dental co-payments for expanded
21 services consistent with those for active employees at the time of his/her retirement.

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8.6 All unit members hired after May 1, 2002 shall receive the following upon retirement:

(a) Those with 15 years or more service to the College and a minimum age of 62 shall receive single health coverage as provided under the New Jersey Health Benefits Program and the equivalent of single coverage for Dental insurance.

The retiree will be responsible for any dental co-payments for expanded services consistent with those for active employees at the time of his/her retirement.

(b) Those with 25 years of service under the New Jersey Retirement Pension Systems shall receive coverage at his/her appropriate level (e.g., single, couple, parent/child or family coverage) as provided under the New Jersey Health Benefits Program and the college's coverage for Dental insurance. The retiree will be responsible for any dental co-payments for expanded services consistent with those for active employees at the time of his/her retirement.

1 **ARTICLE IX**

2 Unit Member Salaries and Deductions

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4 9.1 The salary of ten-month unit members shall be paid bi-weekly for a period of ten
5 months or twelve months, at the option of the unit member.

6 (a) Supplemental contracts more than five (5) weeks in duration shall be paid bi-
7 weekly for the period of the contract commencing with the fall 2002 semester.

8 (b) All other supplemental contracts (5 weeks or less) shall be paid at the end of
9 service.

10 (c) Reimbursement for summer contracts shall be prorated at the unit members rate
11 of compensation. All summer contracts that span the change of contract year
12 shall be prorated at the new rate as of July 1st.

13 9.2 Ten-month non-teaching unit members shall receive the same salaries for an academic
14 year of 10 months as do other 10-month unit members in the same ranks. Separate
15 contracts for the summer session may be awarded. Reimbursement for such summer
16 service shall be pro-rata at the unit member's base salary for the succeeding academic
17 year. New rates shall be applicable on July 1st.

18 9.3 The salary schedules and overload rate for 10-month unit members for the academic
19 years 2004-05, 2005-06 and 2006-07 are incorporated as Appendix A.

20 9.4 For the academic years 2004-05, 2005-06 and 2006-07 the salary increase for the
21 twelve-month employees shall be the same percentage as the increase granted 10-month
22 faculty members in the same rank, excluding promotions for each of those years.

1 9.5 Requests for Deductions

2 Unit members may, by executing the proper form as provided by the Board, have
3 automatic self payroll deductions for any of the following purposes:

- 4 (a) Professional Dues
- 5 (b) Government Bonds
- 6 (c) Credit Union
- 7 (d) New Jersey Pension Programs
- 8 (e) Any Professional Insurance Programs
- 9 (f) Union Dues
- 10 (g) Such other as shall be mutually agreed upon by the Association and the Board.

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1 **ARTICLE X**

2 Paid Leaves of Absence

3 10.1 Sick Leave

4 Full-time unit members, steadily employed by the Board of Trustees, shall be allowed
5 sick leave with full pay for a period of ten working days in any academic year.

6 Twelve-month employees shall be allowed two additional days per year. Unused sick
7 leave shall be accumulative, to be used for additional sick leave as needed in
8 subsequent years. The Board may require proof of illness. Up to ten days accumulated
9 sick leave may be transferred from immediate previous educational employment.

10 10.2 Bereavement

11 (a) A paid bereavement leave of four (4) days maximum will be allowed for each
12 death in the immediate family. Immediate family shall include: father, mother,
13 sister, brother, wife, husband, children, step-children, grandchildren, mother-in-
14 law and father-in-law. Such leave will include the day of death and/or the day
15 of the funeral and to be taken no more than seven (7) days immediately
16 subsequent to the day of the funeral. Additional leave may be granted at the
17 discretion of the President.

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

21 10.3 Personal Leave

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

24 (a) Real estate closing.

- 1 (b) Marriage of the unit member or a member of his/her immediate family.
- 2 (c) Graduation of a member of the immediate family.
- 3 (d) Required appearance in court wherein the employee is not party and suit with
4 the College. Request for such leave shall be in writing not less than five (5)
5 days in advance, except in the case of an emergency. In a personal emergency
6 situation the employee shall notify the Supervisor as soon as possible.
- 7 (e) In cases where there is a life threatening illness of a unit member's spouse, child
8 or parent, a maximum of six (6) personal days may be utilized provided such
9 illness is certified by an attending physician and further provided that the unit
10 member has unused personal leave days from the prior three years.

11 10.4 Sabbatical Leaves

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

- 13 (a) A faculty member will be eligible for sabbatical after completion of seven years
14 of continuous service at the College; or after seven years since his/her last
15 sabbatical leave at the College.
- 16 (b) Such leave must be applied for during the first semester of the preceding year,
17 with the specific purpose clearly stated in the application.
- 18 (c) Application shall be submitted to the President.
- 19 (d) After careful consideration of all applications, the President shall make his/her
20 recommendation to the Board. Upon request of the Association President, the
21 President of the College will provide a list of applications and the results of
22 his/her assessment of the applications. Final decision on granting sabbatical
23 leaves shall rest with the Board.

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

3	½ year	100%
4	1 year	60%

5 (f) Sabbatical leaves are not subject to the grievance procedure of this agreement.

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1 **ARTICLE XI**

2 Unpaid Leaves of Absence

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4 11.1 Applications for Unpaid Leave

5 Applications for unpaid leaves of absence, other than child rearing, must be made in
6 writing no less than ninety (90) days prior to the effective date of such leave; notice to
7 return must be made in writing less than one semester prior to the date of return.

8 11.2 Family Leave

9 Family leave will be granted to all eligible employees consistent with the federal and
10 state family leave statutes and regulations. Employee benefits will continue as required
11 by federal and/or state statute during this period.

12 11.3 Child Rearing Leave

13 Unit members of either sex shall be granted unpaid leave of absence concurrent with
14 federal and state family leave programs in child rearing leave. A unit member may
15 receive up to one (1) year for care of a newborn child under one-hundred-twenty (120)
16 days of age at the time the leave commences (or for an adopted child less than five (5)
17 years of age) provided that where possible at least sixty (60) days prior written notice is
18 given the College. Unit members granted such leave must return at the start of the next
19 work year. During such leave benefits shall be frozen.

20 11.4 Family Illness

21 Employees may be absent from work due to the serious illness or injury of an
22 immediate family member (father, mother, spouse, children) or a contagious illness
23 among any member residing in the employee's household. Such time may be charged

1 against a member's sick time. Employees also may use federal or state family leave
2 programs to care for eligible family members should sick leave be exhausted.

3 11.5 Leave for Personal Reasons

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

6 11.6 Leave for Professional Services

7 Leave to serve with NJEA, its affiliates or an academic professional organization shall
8 be granted for one year.

9 11.7 Leave for Advanced Study

10 Leave for advanced study in the unit member's discipline shall be granted for one year.
11 This leave shall be creditable for College seniority.

12 11.8 Leave for Fulbright or Exchange Teaching

13 Leave for one year will be granted to any unit member upon application for the purpose
14 of participating in a Fulbright or other educational exchange program. This leave shall
15 be creditable for College seniority.

16 11.9 Unpaid Leave Benefits

17 If legal and subject to the benefit plan, the Board shall permit unit members on unpaid
18 leaves of absence to continue any and all benefits at their own expense.

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1 **ARTICLE XII**

2 Faculty Privileges

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4 12.1 Tuition Waiver

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

12 12.2 Early Childhood Education Center

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

16 12.3 Tuition Reimbursement

17 The Board of Trustees shall authorize payment to unit members for graduate study.

18 Payment shall be made subject to the following conditions:

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

22 (b) Upon successful completion of graduate course work, reimbursement will be
23 made up to the prevailing Rutgers graduate liberal arts rate on a per credit basis.

1 Unit members shall be eligible for reimbursement up to 12 credit hours per
2 fiscal year (July 1 to June 30).

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

5 12.4 Parking

6 A reserved parking area for unit members shall be provided.

7 12.5 Access to Student Database

8 Each unit member shall have access to the College's student database for directory
9 information and academic information regarding current or former students.

10 12.6 College ID

11 Each unit member (active or retired) shall be issued a College ID at his/her request.

12 12.7 College Mini Grants

13 Subject to availability of funds as determined by the College, an annual fund of \$6,000
14 shall be established to fund the development of specific innovative projects. The
15 maximum grant to a faculty member for a single project shall be two thousand dollars
16 (\$2,000). The nature of the projects shall be determined by the College. The
17 processing of the proposals submitted shall be through a union committee. The
18 committee shall recommend awards to the President who will forward his/her
19 recommendation to the Board of Trustees for approval.

20 12.8 Privileges During Leave

21 All faculty privileges in Article 12 are continued in force during periods of both
22 approved paid and unpaid leaves.

1 **ARTICLE XIII**

2 Vacation for Twelve-Month Unit Members

3 13.1 Each unit member shall earn pro rata vacation at the rate of 22 days per year of active
4 employment. An employee may accrue and carry forward up to one year's worth of
5 his/her entitlement of vacation time into the next fiscal year. This time must be used by
6 June 30 of the next fiscal year, so that no more than one year's worth of vacation
7 accrual is carried forward into any subsequent fiscal year. In rare instances, an
8 employee may carry forward vacation time in excess of the one year's allocation upon
9 approval of the President.

10 13.2 Unit member's preference as to the period during which he/she desires to take his/her
11 vacation shall be given full consideration. Vacations must be taken at such times as are
12 consistent with the best interests of the College.

13 13.3 If at the time of termination of employment a twelve-month unit member has
14 accumulated vacation time, he/she shall be compensated for it up to:

15 30 days x base salary

16 260 days (5 x 52)

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1 **ARTICLE XIV**

2 Retirement "Bonus"

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4 14.1 A retirement "Bonus" shall be based on a payment of \$100 per day for each
5 accumulated sick day earned after June 30, 2001 and \$96 per day for each day earned
6 prior to July 1, 2001 providing that the following conditions are met:

- 7 (a) The unit member had been employed actively by the College for 20 years.
8 (b) Payment of this benefit requires at least a one-year prior written notification
9 (c) The unit member retires under the New Jersey Public Employees Retirement
10 System or employing the same standards of this system if the unit member
11 retires under the State of New Jersey's Alternate Benefit Program.
12 (d) In cases where a unit member dies while actively employed and is eligible to
13 retire as stated in 14.1(b), the bonus will be paid to his/her estate.

14 14.2 If the years of a unit member's active College service is less than 20 but at least 10 full
15 years, then the retirement "Bonus" shall be proportional i.e., 11/20, 12/20 etc. to the
16 maximum as per above.

17 14.3 The unit member may elect to defer the retirement "Bonus" compensation up to 12
18 months from the date of retirement.

19 14.4 Any sick days used by a member during the term of the contract shall be on a "last in,
20 first out" basis, so that an employee shall first use the sick days carrying a retirement
21 bonus of \$100 before using the days valued at \$96.

22 14.5 This benefit is limited to a maximum of \$10,000 for all employees hired after May 1, 2002.
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1 **ARTICLE XV**

2 Grievance Procedure

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4 15.1 A grievance is a claim or complaint by a unit member, group of unit members or the
5 Association hereinafter referred to as a Grievant, based upon an event which affects a
6 condition of employment, discipline or discharge, and/or alleged violation of which
7 constitutes a misrepresentation or misapplication of any provision of this Agreement or
8 any existing rule, order, or regulation of the Board of Trustees. In the event that a unit
9 member or group of unit members or the Association believes there is a basis for a
10 grievance, it shall:

- 11 (a) Informally discuss the grievance with the appropriate administrator
- 12 (b) If, as a result of the informal discussion a grievance is unresolved, the
13 Grievant may invoke the formal grievance procedure on the form required,
14 signed by the Grievant. Every formal grievance shall be filed within twenty
15 (20) working days of the occurrence or thereafter be barred. Two (2) copies
16 of the grievance shall be filed with the President of the College or a
17 representative designated by the President.
- 18 (c) Within five (5) working days of date of filing, the President of the College or
19 his/her designee shall meet with the Grievant or his/her representative in an
20 effort to resolve the grievance. The President of the College or his/her
21 designee shall indicate his/her disposition of the grievance in writing within
22 five (5) working days of said meeting.
- 23 (d) If the Grievant is not satisfied with the disposition of the grievance by the
24 President of the College or his/her designee or if no disposition has been made

1 within the time limits in paragraph (c), the grievance shall be transmitted
2 within ten (10) working days to the Board of Trustees by the Grievant by
3 filing a written copy thereof with the Secretary of said Board. The Board
4 shall, within thirty (30) working days of the date of filing, either allow the
5 grievance or form a committee and hold a hearing on the grievance. Should a
6 hearing be held, the Association and the affected unit members shall be notified
7 in writing no later than five working days after the hearing of the
8 recommendation from the committee. The Board of Trustees shall publicly
9 indicate its disposition of the grievance at its next regularly scheduled meeting
10 after notification to the Association and the grievant. A grievance based on
11 lack of contract offer by the Board of Trustees for non-tenured unit members
12 shall be handled per Article V Section 5.3.

13 (e) If the Association is not satisfied with the disposition of the grievance by the
14 Board of Trustees the grievance may be submitted to arbitration
15 within thirty (30) working days before an impartial arbitrator. If the parties
16 cannot agree on an arbitrator, he/she shall be selected pursuant to the rules and
17 procedure of the American Arbitration Association, whose rules shall likewise
18 govern the arbitration proceeding. Neither the Board nor the Association shall
19 be permitted to assert in such arbitration proceeding any ground or to rely on
20 any evidence not previously disclosed to the other party. No more than one (1)
21 substantive issue may be submitted to the arbitrator in a case unless otherwise
22 agreed to in writing by both parties. The arbitrator shall submit a written
23 decision within thirty (30) days of the hearing setting forth his/her findings of
24 fact, reasoning and conclusions on the issue submitted. The arbitrator shall

1 have no power to alter, add to or subtract from the terms of the Agreement.

2 Both parties agree to be bound by the decision of the arbitrator.

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

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

12 However, if the discharge is found to have been justified, the Association shall
13 pay the entire cost of fees and expenses of the arbitrator.

14 (h) The number of days indicated at each level are to be read as working
15 days and should be considered as maximum and every effort should be made
16 to expedite the process. However, the time limits may be extended by mutual
17 consent.

18 (i) All documents, communications and records dealing with grievances shall be
19 filed separately from the personnel file of the participants.

20 (j) It is agreed that each party shall furnish the other with any information in its
21 possession necessary for the processing of any grievance or complaint.

22 (k) If a unit member or a supervisor has a matter which he wishes to discuss with
23 the other, he is free to do so without recourse to the grievance procedure.

24 (l) No grievance shall be adjusted without prior notification to the Association and

1 an opportunity for a Association representative to be present, nor shall any
2 adjustment or a grievance be inconsistent with the terms of this Agreement.

3 (m) A grievance may be withdrawn at any level.

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1 15.2 Formal Grievance Procedure Form

2 NAME_____

3 POSITION_____

4 DATE OF GRIEVANCE_____

5 DATE OF FILING_____

6 NATURE OF GRIEVANCE:

7

8 PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:

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11 SIGNATURE_____

12

13 DATE RECEIVED BY PRESIDENT_____

14 DATE OF MEETING WITH GRIEVANT_____

15 DISPOSITION:_____

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17 DATE_____ SIGNATURE_____

18 DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES_____

19 DATE GRIEVANCE ALLOWED_____

20 DATE OF HEARING_____

21 DISPOSITION:

22 DATE:_____ SIGNATURE_____

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1 **ARTICLE XVI**

2 Duration of Agreement

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4 16.1 This Agreement incorporates the entire understanding of the parties on all matters
5 which were or could have been the subject of negotiation and supersedes each and
6 every provision of all prior contracts between the parties. Except as specified, neither
7 party shall be required to negotiate with respect to any such matter whether or not
8 covered by this Agreement and whether or not within the knowledge or contemplation
9 of either or both of the parties at the time they negotiated or executed this Agreement.

10 16.2 This Agreement shall be effective starting July 1, 2004 through June 30, 2007 subject
11 to the following:

12 (a) During the month of October 2006, either party may notify the other in writing
13 of its desire to reopen the Agreement for negotiations for the subsequent year.

14 Within thirty working days of such notice, the duly authorized representatives
15 designated by the parties will meet.

16 (b) Each unit member shall receive the following salary increases: 4 % on July 1,
17 2004; 4% on July 1, 2005; and 4% on July 1, 2006. Where promotions occur
18 the promotion adjustment should increase the previous base salary prior to the
19 adjustment.

20 16.3 At the conclusion of the above period, this Agreement shall continue from year
21 to year thereafter unless either party shall give written notice to the other of its
22 intention to terminate, modify, amend or supplement this Agreement.

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by _____ by _____
Chairperson, Board of Trustees President, Faculty Association

by _____ by _____
Secretary, Board of Trustees Secretary, Faculty Association

by _____

by _____

by _____

by _____

Dated

APPENDIX A

SALARY SCHEDULE: 10-MONTH EMPLOYEES

	<u>INSTRUCTOR II</u>	<u>INSTRUCTOR I</u>	<u>ASSISTANT</u>	<u>ASSOCIATE</u>	<u>PROFESSOR</u>
<u>2004-05</u>					
Minimum	\$35,000	\$40,000	\$42,500	\$45,000	\$50,000
Maximum	\$80,958	\$90,499	\$97,709	\$105,038	\$109,922
<u>2005-2006</u>					
Minimum	\$35,000	\$40,000	\$42,500	\$45,000	\$50,000
Maximum	\$84,196	\$94,119	\$101,617	\$109,239	\$114,319
<u>2006-2007</u>					
Minimum	\$35,000	\$40,000	\$42,500	\$45,000	\$50,000
Maximum	\$87,564	\$97,883	\$105,682	\$113,609	\$118,891
<u>Rank Increments:</u>					
2004-2007	n/a	\$750	\$900	\$1050	\$1,200
<u>Overload Rate per Contact Hour</u>					
July 1, 2004	\$875				
July 1, 2005	\$900				
July 1, 2006	\$900				
<u>Promotion Factor:</u>					
For 2004-07	\$1,300				

Plus the increment differential appropriate to new rank.

SALARY SCHEDULE
 Non-Teaching Faculty
Without Academic Rank

	2004-07 <u>Minimum</u>	2004-05 <u>Maximum</u>	2005-06 <u>Maximum</u>	2006-07 <u>Maximum</u>
Counselor/Advisor	\$40,000	\$80,958	\$84,196	\$87,564
College Nurse	\$40,000	\$80,958	\$84,196	\$87,564

APPENDIX B

1. Coop Study/Telecourses/Independent Study

Compensation for Coop Study, Telecourse instruction and independent study is determined in the following manner:

	<u>Number of Enrolled Students*</u>	<u>Base Rate</u>			<u>Stipend per Student</u>		
		<u>04/05</u>	<u>05/06</u>	<u>06-07</u>	<u>04/05</u>	<u>05/06</u>	<u>06/07</u>
a.	1 – 15	443	444	445	73	74	75
b.	16 – 30	775	775	775	73	74	75

* Students registered for the course as of the 10th day of the semester/session

2. On-Line Study

Compensation for On-Line Instruction is determined as follows:

<u>Number of students enrolled</u>	<u>Base Rate</u>	<u>Faculty Compensation</u>
1 to 7 students	\$500	# of students/8 * Contact Hours* Overload rate
8 to Maximum class size*	none	Contact Hours

*Maximum class size is defined as 75% of the maximum enrollment in a face-to-face section of that course for that semester.

Any faculty member who consents to develop a distance learning course shall receive one (1) full contact hour for development of the course in the event the course is cancelled. Ownership of any material or processes developed by a faculty member for this course shall be referred for discussion to the committee on intellectual property established by this contract (Appendix D).

3. Substitute Teaching Assignment

Substitute teaching assignments will be made by the Administration in a fair and equitable basis. Teachers will be paid at the prorated normal overload rate to teach additional courses because of an emergency during the semester. This emergency overload teaching is at the option of the instructor.

4. Coaching

a) Unit members who are assigned to a head coach position of a major sport will be

compensated at a rate equal to six (6) contact hours.

- b) Unit members who are assigned to an assistant coach position of a major sport will be compensated at a rate equal to two (2) contact hours.
- c) Unit members who are assigned to a head or assistant coach of a minor sport will be compensated at rates of 3 or 1.5 contact hours respectively.
- d) Contact hours related to coaching may be used as a portion of the base load of unit members who are assigned to teach Physical Education.

Major Sports

Soccer
Wrestling
Basketball
Baseball
Softball

Minor Sports

Tennis
Cross Country
Indoor Track
Golf
Track & Field

**EXTRA SERVICES CONTRACTING: COMPENSATION/SELECTION PROPOSAL
APPENDIX C**

	Position	Compensation	Selection
1.	Academic Advisors	1.5 CH/Semester	Application/Selection
2.	Academic Coordinator:		
	Divisional	3 CH/Semester	Election
	Program	3 CH/Semester	Selection
3.	Middle States Leadership:		
	Periodic Review	1.5 CH/Semester	Selection
	Self Study	3 CH/Semester	Selection
4.	Chair, Academic Assembly	3 CH/Semester	Election
5.	Academic Athletic Liaison	1.5 CH/Semester	Application/Selection
6.	Team Leader		

Current Team Leaders will be compensated at 1.5 CH/Semester.

New Team Leaders will be paid at a range of .5 to 1.5 CH/Semester, to be negotiated with the Association.

APPENDIX D
INTELLECTUAL PROPERTY

Effective with the ratification of this agreement, the parties agree to establish a joint committee on intellectual property to negotiate a memorandum establishing as part of the contract, the terms of ownership of intellectual property created by members of the bargaining unit as part of their regular employment at the College. This language shall be incorporated in the new contract.

APPENDIX E – Miscellaneous

1. All increases are retroactive to July 1, 2004 from date of ratification and shall apply to retirees during the time period from ratification to July 1, 2004.
2. Effective July 1, 2004 a rank adjustment of \$200 would be added to each members base salary and then apply the increase as outlined above.