

Agreement between
The Board of Trustees
of Gloucester County College

and

The Gloucester County College
Education Administrative Association

which is affiliated with the
New Jersey Education Association

2004-2007

Effective April 1, 2004

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1 Agreement

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

5 And

6 Gloucester County College Education Administrative Association affiliated with the New Jersey
7 Education Association.

8
9 This Agreement entered into on _____ by and between the Board of Trustees of
10 Gloucester County College, (hereinafter, “Board, “College” or “Employer”), hereinafter called the
11 Board, and the, Gloucester County College Education Association Administrative Association affiliated
12 with the New Jersey Education Association, (hereinafter, “Administrative Association” or “Union”)
13 hereinafter called the Administrative Association, represents a complete agreement between the parties,
14 and provides that:

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1 ARTICLE I

2 GENERAL CONDITIONS

3 1.1 Board Recognition

4 The Board hereby recognizes the New Jersey Education Association on behalf of the
5 Administrative Association of Gloucester County College as the sole and exclusive negotiation
6 representative for all Gloucester County College Administrators. The term “Administrator”,
7 when used here and after in this Agreement, shall refer to all members of the designated
8 bargaining unit, as specified by the PERC determination of November 19, 2002. This represents
9 the titles of Administrator, Adult Basic Education, Administrator for Enrollment Development ,
10 Administrator People in Transition, Administrator Fitness/Wellness Center, Administrator of
11 Records and Student Data, Administrator Corporate Services, Administrator Early Childhood
12 Education Center, Administrator Publications, Administrator College Services and Administrator
13 Student Financial Planning but excluding managerial executives, confidential employees, non-
14 supervisory employees; craft employees, non-professional employees, police employees, casual
15 employees, affirmative action officer, administrator of institutional research and all other
16 employees. . When a new administrative title is created the president of the association shall be
17 informed within five working days and the title shall be placed in the unit, unless either party
18 shall have an objection to such placement. In the event that an informal conference between the
19 parties fails to resolve the objection, the matter shall be submitted to the New Jersey Public
20 Employment Relations Commission (PERC) for clarification of unit proceedings. Additionally,
21 should the association raise an objection that unit work has been assigned to a title outside the
22 unit, the parties shall confer for the purpose of resolving the matter, and if unsuccessful, the
23 matter shall be submitted to PERC for clarification of unit proceedings

1 1.2 Contrary to Law

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

5 1.3 Amendment

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

9 1.4 Released Time for Negotiations

10 When mutually determined negotiating meetings are planned during the working day, two (2)
11 members of the Bargaining Unit may be granted release time.

12 1.5 Budget Information

13 In order for the Administrative Association to represent members, the Board will make available
14 to the Administrative Association upon written request:

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

17 1.6 Selection of Negotiators

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

1 1.7 Copies of Agreement

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

7 1.8 Continuing Consultation

8 The Administrative Association will meet with the President and appropriate administrators; will
9 meet at the request of either party at least twice per academic year to discuss the administration
10 of this agreement and/or problems of mutual concern.

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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 members under the
5 New Jersey Statutes Annotated, Title 18A or other applicable laws and regulations. The rights
6 and duties set forth herein granted and duties inferred herein shall be deemed to be in addition to
7 those provided by such statute or regulation. However, the Board retains all rights not
8 specifically conferred upon the Administrative Association.

9 2.2 Right to Negotiate

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

13 2.3 Association Business

14 Duly authorized representatives of the Administrative Association shall be permitted to transact
15 official 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 performance
17 of the members' duties. No charge shall be made for the Association's reasonable use of College
18 facilities.

19 2.4 Use of Facilities and Equipment

20 The Administrative Association may use College facilities and equipment at the convenience of
21 the President of his/her designee. No equipment shall be removed from the premises without
22 written permission. Payment shall be made for any expendable supplies used for Administrative
23 Association purposes, and the Administrative Association shall be liable for damage to any

1 equipment used for said purposes. A request from the Administrative Association shall not be
2 unreasonably denied.

3 2.5 Safety Committee

4 2.6 The Association may have a representative on the College wide Safety Committee.

5 2.7 Bulletin Board

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

8 2.8 Board's Authority

9 The Board hereby retains and reserves unto itself, without limitation, all powers, rights,
10 authority, duties and responsibilities conferred upon and vested in it, prior to the signing of this
11 Agreement, by the laws and Constitution of the State of New Jersey and of the United States
12 including, but not limited to the following rights:

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

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

2 Administrator's Assignments and Responsibilities

3 3.1 Holidays

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

5 3.2 Administrators' Working Hours

6 (a) The usual work week for Administrators shall be 35 (thirty-five) hours over a five
7 consecutive-day period, excluding a one-hour unpaid lunch period daily.

8 (b) Administrators are exempt employees and will not be required to make up any
9 time for Board designated recess.

10 3.3 Emergency Closing

11 Administrators who are scheduled to work but directed not to report to work due to inclement
12 weather or another emergency situation will be credited with one hour of pay for each hour that
13 he/she is scheduled to work. Employees who are officially dismissed early due to weather or any
14 other situation will be paid for their entire scheduled workday. All employees in active pay status
15 shall be paid for the entire day if the college is closed for the entire day.

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

20 3.4 Authorized Off-Campus Assignments

21 If an Administrator is required or receives approval to make a trip on College business, he or she
22 shall be reimbursed for the most convenient and economical mode of transportation or the
23 specified auto mileage reimbursement. If the College requests that an Association member use

1 his/her own transportation and the unit member agrees, he or she shall be reimbursed at the
2 prevailing IRS “standard mileage rate”. The College shall provide secondary coverage over the
3 owner’s primary 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 uses his/her
5 vehicle for authorized College business.

6 3.5 College Handbooks

7 The College Handbook will not conflict with the terms and conditions specified in this
8 Agreement.

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1 ARTICLE IV

2 Personnel Files

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

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

12 4.2 The employee may, upon request, examine the individual personnel file referred to in 4.1 and
13 photocopy material therein, within five (5) working days of the initial request, at a time mutually
14 convenient to the administrator in charge and the unit member.

15 4.3 All material requested by the College or supplied by the employee in connection with the
16 employee's original employment shall be maintained in a confidential pre-employment file,
17 which shall not be available for examination by the employee.

18 4.4 Human Resources will be responsible for the safekeeping of the personnel
19 files.

20 4.5 Unit members shall be shown disciplinary material to be placed in their file and shall
21 acknowledge by signature having seen same. Such acknowledgement shall not necessarily
22 indicate agreement with the material. Unit members shall have the right to respond to any
23 material placed in the file within twenty working days after reviewing such material.

1 4.6 Material not in the file may not be used against the employ.

2 4.7 Personnel files will be available to supervisory personnel and Board members when matters
3 of promotion, retention, discipline and performance are under discussion or for other legitimate
4 business needs.

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ARTICLE V

Dismissals and Vacancies

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3 5.1 (a) Removal during the term of the collective bargaining agreement shall be made for just
4 cause.
- 5 (b) Notwithstanding the forgoing, employees may also be terminated during the term of the
6 contract due to fiscal crisis, the diminution of the number of students in a program or at
7 the institution, or a reduction of programs.
- 8 (c) Administrators wishing to terminate their employment with the College shall provide 30
9 days notice.

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1 ARTICLE VI

2 Health Insurance Benefits

3 6.1 Medical Insurance

4 Under the New Jersey State Health Benefits Program, all full time administrators who have
5 completed their 60 day probationary period will be eligible to enroll in the provider plan of their
6 choice at his/her appropriate level of coverage (e.g., single, couple, parent/child or family
7 coverage). The College will administer all health and prescription drug programs in accordance
8 with the requirements and guidelines of the State Health Benefits Commission.

9 6.2 Dental Insurance

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

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1 6.3 Insurance Carriers

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

9 6.4 Retiree Coverage

- 10 (a) All current unit members retiring after July 1, 2003, with 15 years of service at the
11 College and a minimum age of 62, or at any age with at least 25 years of service in the
12 New Jersey Retirement Pension Systems, shall receive retiree benefits through the Health
13 and Dental providers offered by the College. The employee shall be eligible to receive
14 his/her appropriate level of coverage (e.g., single, couple, parent/child or family
15 coverage). The retiree will be responsible for any dental co-payments for expanded
16 services consistent with those for active employees at the time of his/her retirement.
- 17 (b) All unit members hired after the signing of this Agreement shall receive the following
18 upon retirement:
- 19 i. Those with 15 years or more service to the College and a minimum age of 62
20 shall receive single health coverage as provided under the New Jersey Health
21 Benefits Program and the equivalent of single coverage for Dental insurance.
22 The retiree will be responsible for any dental co-payments for expanded

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services consistent with those for active employees at the time of his/her retirement.

- ii. 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 VII

2 Administrators Salaries and Deductions

3 7.1 Salary

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

5 7.2 Requests for Deductions

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

- 8 (a) Professional dues
- 9 (b) Dues check off authorization
- 10 (c) Government bonds
- 11 (d) Credit Association
- 12 (e) State of New Jersey pension programs
- 13 (f) Any professional insurance programs
- 14 (g) Such other as shall be mutually agreed upon by the Administrators' Group and the Board.

15 7.3 Representation Fee for Non-members

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

- 1 (b) The Union shall maintain a demand-and-return system and shall comply with all other
2 requirements of N.J.S.A. 34:13A-5.5 et seq. with respect to the use of representation fees
3 and the accounting thereof.
- 4 (c) It is agreed by the parties to this Agreement that the Board shall have no other obligation
5 or liability, financial or otherwise, (other than set forth herein) because of actions arising
6 out of the understandings expressed in the language of this Article. It is further
7 understood that once the funds deducted are remitted to the Association, the disposition
8 of such funds thereafter shall be the sole and exclusive obligation and responsibility of
9 the Association.
- 10 (d) The Association shall indemnify and save the Board (and College) harmless against any
11 and all claims, demands, suits or other forms of liability, including reasonable legal
12 and/or representation fees resulting from any of the provisions of this Article or in
13 reliance on any list, notice or assignment furnished under this Article.

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1 ARTICLE VIII

2 Paid Leaves of Absence

3 8.1 Sick Leave

4 Members, steadily employed by the Board of Trustees, shall be allowed sick leave with full pay
5 for a period of 12 work days in any academic year. Up to ten days accumulated sick leave may
6 be transferred from immediate previous educational employment. Unused sick leave shall be
7 accumulative, to be used for additional sick leave as needed in subsequent years. The Board may
8 require proof of illness.

9 8.2 Family Illness

10 Employees may be absent from work because of a serious illness or injury of an immediate
11 family member (father, mother, spouse, children). Employees may also be absent due to a
12 contagious disease among any person(s) residing in the employee's household. Such time is to
13 be charged against sick leave or personal time.

14 8.3 Use of Statutory Leave for Personal or Family Illness

15 Eligible Employees may elect to use or may be required to use Family Medical Leave or New
16 Jersey Medical Leave to care for their own serious health condition or the serious health
17 condition of eligible family members pursuant to terms and conditions of those statutes.

18 8.4 Bereavement

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

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

5 8.5 Personal Leave

6 Unit members may be granted two (2) days personal leave with pay for bona fide personal
7 business that cannot be handled outside of regular working hours, such as:

- 8 (a) Real estate closing.
- 9 (b) Marriage of the unit member or a member of his/her immediate family.
- 10 (c) Graduation of a member of the immediate family.
- 11 (d) Required appearance in court wherein the employee is not party and suit with the
12 College. Request for such leave shall be in writing not less than five (5) days in advance,
13 except in the case of an emergency. In a personal emergency situation the employee shall
14 notify the Supervisor as soon as possible.

15 8.6 Educational Release Time

16 The Board may grant an administrator up to two (2) days leave per week during the semester, for
17 no more than two (2) semesters, to pursue an advanced degree. The administrator must make up
18 the time away from the office during the semester it was granted. The decision to grant
19 education release time rests solely with the board and is not subject to the grievance procedure of
20 this Agreement.

21 8.7 Sabbatical Leaves

22 Administrators may be eligible for sabbatical leave after completion of seven (7) years of
23 continuous service at the College or after seven (7) years since their last sabbatical leave at the

1 College. Administrators may apply for sabbatical leave during the first semester of the
2 preceding the one in which the sabbatical is requested, with the specific study or research
3 purpose clearly stated in the application. Administrators shall submit applications to the
4 President through the appropriate vice president. All requests for sabbatical leave shall follow
5 the sabbatical leave guidelines (in effect April 26, 2004) and shall be evaluated in relations to the
6 needs of the College. The President shall make his recommendation to the Board. The decision
7 to grant sabbatical leave rests solely with the board and is not subject to the grievance procedure
8 of this Agreement.

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1 ARTICLE IX

2 Unpaid Leaves of Absence

3 9.1 Family and Medical Leave

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

9 9.2 Leave to Care for a Newborn or Newly Adopted Child

10 Unit members of either sex shall be granted unpaid leave of absence to run concurrently with any
11 mandated federal or State leave for the birth or adoption of a of a child. A unit member may
12 receive up to one (1) year of unpaid leave for the care of a newborn child under one-hundred-
13 twenty (120) days of age at the time the leave commences (or for an adopted child less than five
14 (5) years of age) provided that, where possible, at least sixty (60) days prior written notice is
15 given to the College. Employee health insurance benefits will be provided during the time that
16 an employee is covered under the provisions of the federal and state leave programs; there after,
17 an employee may elect to purchase continuation coverage under COBRA.

18 9.3 Applications for Unpaid Leave

19 Applications for unpaid leaves of absence, other than for leave under the Family and Medical
20 Leave Act, the New Jersey Family Leave Act or as a form of reasonable accommodation to an
21 employee's disability or handicap, must be made in writing not less than 90 days prior to the
22 effective date of such leave. Notice to return must be made in writing not less than one semester

1 prior to the date of return. The decision to grant an unpaid leave rests solely with the Board and
2 is not subject to the grievance procedure of this Agreement.

3 9.4 Leaves for Personal Reasons

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

6 9.5 Leave for Professional Services

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

9 9.6 Leave for Advanced Study

10 Leave for advanced study in the unit member's field may be granted for one year.

11 9.7 Leave for Fulbright or Exchange Program

12 Leave for one year may be granted to any member upon application for the purpose of
13 participating in a Fulbright or other educational exchange program.

14 9.8 Decision to Grant Unpaid Leave

15 The decision to grant an unpaid leave of absence for Personal Reasons, Professional Services,
16 Advance Study, Fulbright or Exchange Program rests solely with the Board and is not subject to
17 the grievance procedure of this Agreement.

18 9.9 Unpaid Leave Benefits

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

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1 ARTICLE X

2 Administrator's Privileges

3 10.1 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 Gloucester
6 County College credit courses. These individuals also shall be eligible for a tuition waiver for
7 non-credit courses, workshops or seminars as long as there is space available and there is no
8 additional cost to the College as a result of the waiver. In any instance in which the agreement
9 with a co-sponsoring organization for an offering prohibits access to courses that agreement with
10 the co-sponsor shall govern.

11 10.2 Early Childhood Educational Center

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

15 10.3 Tuition Reimbursement

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

- 18 (a) Courses must be submitted at least ten (10) days prior to matriculation in such course(s)
19 are subject to approval by the President or his/her designee.
- 20 (b) Reimbursement will be on a per credit basis at a rate not to exceed the Rutgers
21 undergraduate and graduate rate and will be contingent upon the successful completion of
22 course work with a grade "C" or better for undergraduate courses and "B" or better for
23 graduate level courses..

- 1 (c) Unit members shall be eligible for reimbursement up to 12 credit hours per fiscal year
2 (July 1 to June 30).
- 3 (d) Nothing herein precludes approval by the President or his/her designee of beneficial
4 undergraduate courses.
- 5 (e) Upon the attainment of an advanced degree an administrator will receive a one time cash
6 bonus added to the base pay for the following degrees; Bachelor - \$500, Masters – \$1000
- 7 (f) Administrator hired after June 3, 2004 agrees to be employed for one (1) year following
8 the conferring of the degree, and that if the administrator leaves voluntarily before
9 completing one (1) year of employment the administrator will reimburse the College any
10 monies the College has invested in the administrator to obtain said degree.

11 10.4 Parking

12 A parking area for members shall be provided.
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1 ARTICLE XI

2 Vacation for Administrators

3 11.1 Vacation

4 Employees shall receive eighteen (18) days of vacation for the first five (5) years of employment
5 earned at the rate of 1.5 day per month. After six (6) full years and up to ten (10) full years of
6 service, the employee will receive nineteen (19) working days vacation per year earned at the
7 rate of 1.583 days per month. After eleven (11) years of full service and up to fifteen (15) full
8 years of service, the employee will receive twenty (20) working days vacation per year earned at
9 the rate of 1.66 days per month. After sixteen (16) full years of service the employee will
10 receive twenty-one (21) working days vacation per year earned at the rate of 1.75 days per
11 month. An employee may accrue and carried forward up to one year's worth of his/her
12 entitlement of vacation time into the next fiscal year. This time must be used by June 30 of the
13 next fiscal year, so that no more than one year's worth of vacation accrual is carried forward into
14 any subsequent fiscal year. In rare instances, an employee may carry forward vacation time in
15 excess of the one year's allocation upon approval and at the sole and complete discretion of the
16 President.

17 11.2 Vacation Schedule

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

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11.3 Termination Pay

If at the time of voluntary resignation of employment an administrator has accumulated vacation time, and proper notice given, he/she shall be compensated for it up to a maximum 30 days vacation calculated as follows:

$$\frac{\text{Accumulated vacation time (up to 30 days) x base salary}}{260 (5 \text{ days} \times 52 \text{ weeks})}$$

1 ARTICLE XII

2 Retirement “Bonus”

3 12.1 A retirement “Bonus” shall be based on the unit members accumulated sick leave at the rate of
4 fifty percent (50%) of their current daily rate provided that the following conditions are met:

5 (a) The unit member has been employed actively by the college for twenty (20) years.

6 (b) The unit member must provide at least 12 months prior written notice of intent to retire.

7 However, the President may, at his or her complete discretion, waive this notification
8 requirement in the case of a life-threatening illness.

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

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

15 12.3 The member may elect to defer payment of the retirement “bonus” compensation up to 12
16 months.

17 12.4 Any sick days used by a member during the term of the contract shall be on a “last in, first out”
18 basis.

19 12.5 This benefit is limited to a maximum of \$10,000 for all employees covered under this contract.

20 12.6 In cases where a unit member dies while actively employed and has provided written notification
21 of intent to retire (under 12.b), the bonus will be paid to his/her estate.
22

1 ARTICLE XIII

2 Grievance Procedure

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

8 (a) Informally discuss the grievance with the appropriate supervisor

9 (b) If, as a result of the informal discussion a grievance is unresolved, the Grievant may invoke
10 the formal grievance procedure on the form required, signed by the Grievant. Every formal
11 grievance shall be filed within twenty (20) working days of the occurrence or thereafter be
12 barred. Two (2) copies of the grievance shall be filed with the President of the College or a
13 representative designated by the President.

14 (c) Within five (5) working days of the date of filing, the President of the College or his/her
15 designee shall meet with the Grievant or his/her representative in an effort to resolve the
16 grievance. The President of the College or his/her designee shall indicate his/her disposition
17 of the grievance in writing within five (5) working days of said meeting.

18 (d) If the Grievant is not satisfied with the disposition of the grievance by the President of the
19 college or his/her designee or if no disposition has been made within the time limits in
20 paragraph (c) the grievance shall be transmitted within ten (10) working days to the Board of
21 Trustees by the Grievant by filing a written copy thereof with the Secretary of said Board.
22 The Board shall, within thirty (30) working days of the filing, either allow the grievance or
23 form a committee and hold a hearing on the grievance. Should a hearing be held, the

1 Association and the affected unit members shall be notified in writing no later than five
2 working days after the hearing of the recommendation from the committee. The Board of
3 Trustees shall publicly indicate its disposition of the grievance at its next regularly scheduled
4 meeting after notification to the Association and the grievant. If the Association is not
5 satisfied with the disposition of the grievance by the Board of Trustees, or if no disposition
6 has been made within the period provided in paragraph (d), the Association may submit the
7 grievance to arbitration within thirty (30) working days before an impartial arbitrator. If the
8 parties cannot agree on an arbitrator, he/she shall be selected pursuant to the rules and
9 procedure of the Public Employees Relations committee (PERC), whose rules shall likewise
10 govern the arbitration proceeding. Neither the Board nor the Association shall be permitted
11 to assert in such arbitration proceeding any ground or to rely on any evidence not previously
12 disclosed to the other party. No more than one (1) substantive issue may be submitted to the
13 arbitrator in a case unless otherwise agreed to in writing by both parties. The arbitrator shall
14 submit a written decision within thirty (30) days of the hearing setting forth his findings of
15 fact, reasoning and conclusions on the issue submitted. The arbitrator shall have no power to
16 alter, add to or subtract from the terms of the Agreement. Both parties agree to be bound by
17 the decision of the arbitrator.

18 (e) Subject to (g) infra, the fees and expenses of the arbitrator shall be shared equally by the
19 parties.

20 (f) No reprisals of any kind shall be taken against any unit member for participating in any
21 grievance. If any unit member for whom a grievance is filed, processed or sustained shall be
22 found to have been unjustly discharged, he or she shall be restored to his/her or her former
23 position with full reimbursement of all salary lost, and in addition the Board shall pay the

- 1 entire cost of fees and expenses of the arbitrator. However, if the discharge is found to have
2 been justified, the Association shall pay the entire cost of fees and expenses of the arbitrator.
- 3 (g) The number of days indicated at each level are to be read as working days and should be
4 considered as maximum and every effort should be made to expedite the process. However,
5 the time limits may be extended by mutual consent.
- 6 (h) All documents, communications and records dealing with grievances shall be filed separately
7 from the personnel file of the participants.
- 8 (i) It is agreed that each party shall furnish the other with any information in its possession
9 reasonably necessary for the processing of any grievance or complaint.
- 10 (j) If a unit member or a supervisor has a matter that he wishes to discuss with the other, he is
11 free to do so without recourse to the grievance procedure.
- 12 (k) No formal grievance shall be adjusted without prior notification to the Association and an
13 opportunity for an Association representative to be present, nor shall any adjustment or a
14 grievance be inconsistent with the terms of this Agreement.
- 15 (m) A grievance may be withdrawn at any level.
- 16 (n) Human resources shall report all disciplinary actions taken against any bargaining unit
17 member to the President of the Association. The name of the disciplined employee shall only
18 be included with their written consent.
- 19 (o) Should an administrator reasonably believe that a meeting or discussion with their supervisor
20 or other management representative(s) may be disciplinary in nature or outcome, the
21 administrator shall be afforded their full "Weingarten Rights" to request and have present an
22 association representative before the meeting can proceed.
- 23

1 13.2 Formal Grievance Procedure Form

2 NAME_____

3 POSITION_____

4 DATE OF GRIEVANCE_____

5 DATE OF FILING_____

6 NATURE OF GRIEVANCE:

7 _____

8 _____

9 _____

10 _____

11 _____

12 _____

13 _____

14 _____

15 PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:

16 _____

17 _____

18 _____

19 _____

20 _____

21 _____

22 SIGNATURE_____

23 DATE RECEIVED BY PRESIDENT_____

24 DATE OF MEETING WITH GRIEVANT_____

25 DISPOSITION:_____

26 _____

27 DATE_____ SIGNATURE_____

28 DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES_____

29 DATE GRIEVANCE ALLOWED_____

30 DATE OF HEARING_____

31 DISPOSITION:_____

32 DATE:_____ SIGNATURE_____

ARTICLE XIV

Pay Adjustments for Added Duties

14.1 In the event the duties and responsibilities of an administrator significantly change, the college will evaluate the change with the president of the association or designee to determine if a salary adjustment is warranted. The College representative shall be the area Vice President and the Vice President Human Resources.

1 ARTICLE XV

2 PROFESSIONAL DEVELOPMENT

3 15.1 Members of the Association shall have the right to apply through their supervisor for attendance
4 at job- related professional association annual conferences, workshops, seminars or other
5 training conferences, subject to prior approval by the President. The College will not require
6 the use of any vacation or leave time to attend these job-related conferences. Meals will be
7 reimbursed in accordance with Board policy.

ARTICLE XVI

ADMINISTRATIVE ASSOCIATION REDUCTION IN FORCE (RIF) PROCEDURES

16.1 Reduction in Force may be used by the College when it becomes necessary to reduce the number of administrative employees of the College due to a fiscal crisis, a natural diminution in the number of students in a program or at the institution or a reduction of programs.

16.2 Upon the Board's determining the areas that may be affected by the layoff; it shall give notice to all individuals subject to the proposed layoff two weeks before the formal Board action on said layoffs. After formal board action on said layoff, the board of Trustees shall notify each employee who is to be laid off of such fact 90 days before the date of layoff for

16.3 Appeal of any reduction in force decision may be made through the grievance process of this Agreement, except that the Board of Trustees shall act as the Arbitrator in the final and binding step.

1 ARTICLE XVII

2 COMPENSATION

3 17.1 Effective April 1, 2004, a market adjustment utilizing a pool of \$6,000 is to be distributed
4 among the appropriate administrators as mutually agreed to by the parties

5 All administrators on the payroll as of June 30, 2003 shall receive an increase in their
6 base salary of 3%. Each unit member shall receive the following base salary increases:

7 July 1, 2004 – June 30, 2005 4%

8 July 1, 2005 – June 30, 2006 4%

9 July 1, 2006 – June 30, 2007 4%

10

11 <u>Title</u>	<u>Minimum</u>	<u>Midpoint</u>	<u>Maximum</u>
12 Administrator	40,000	52,500	\$65,000

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1 ARTICLE XVIII

2 DURATION OF AGREEMENT

3 18.1 This agreement shall be effective starting April 1, 2004 through June 30, 2007 subject to the
4 following:

5 (a) During the month of October 2006 either party may notify the other in writing of
6 its desire to terminate, modify or supplement this agreement. Within thirty (30)
7 days of such notice, the duly authorized representatives designated by the parties
8 will meet to commence such negotiations.

9 (b) This agreement incorporates the entire understanding of the parties on all matters
10 which were or could have been the subject of negotiation. Except as specified,
11 neither party shall be required to negotiate with respect to any such matter
12 whether or not covered by this Agreement and whether or not within the
13 knowledge or contemplation of either or both of the parties at the time they
14 negotiated or executed this Agreement.

15
16 BOARD OF TRUSTEES

GCC Administrative Association

17
18 by_____

by_____

19 Chairperson, Board of Trustees

NJEA Representative

20
21 by_____

by_____

22 Secretary, Board of Trustees

President, GCCAA

23
24 DATED_____

by_____