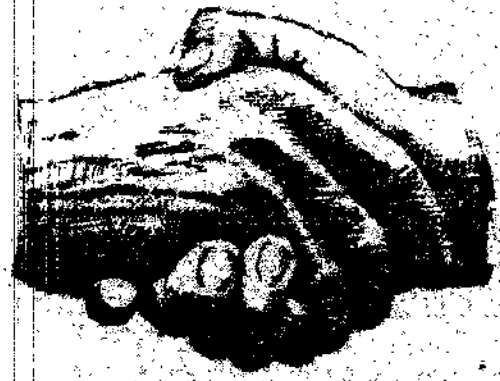


THIS DOES NOT  
CIRCULATE

# AGREEMENT

1980 -- 1983



*between*

THE BOARD OF TRUSTEES

*of*

GLOUCESTER COUNTY COLLEGE

*and*

THE PARAPROFESSIONAL MEMBERS

*of*

THE GLOUCESTER COUNTY COLLEGE

FEDERATION OF TEACHERS

WHICH IS AFFILIATED WITH

AFT, AFL-CIO LOCAL 2338



LIBRARY  
Institute of Management  
Labor  
OCT 1980  
TEACHERS UNION

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AGREEMENT

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

and

The paraprofessional members of  
The Gloucester County College Federation of Teachers  
which is affiliated with AFT, AFL-CIO

This Agreement entered into this *first* day of *October, 1980*  
by and between the Board of Trustees of Gloucester County College, herein-  
after called the Board, and the Gloucester County College Federation of  
Teachers, which is affiliated with AFT, AFL-CIO, Local 2338, hereinafter  
called the Federation, represents a complete agreement between the parties,  
and provides that:

1.1 Board Recognition

The Board recognizes paraprofessionals including

Media Technician

Library Technicians

and any other newly hired paraprofessionals in the Library/Media Center,  
but excluding those paraprofessionals in the offices of:

Administrative Services

Student Services

Personnel

Community Services

Health Services

Tutorial Services

and all other non-paraprofessional personnel. Newly hired paraprofessionals  
in areas other than those enumerated above will not be specifically included

in, or excluded from, the bargaining unit. Such new positions will be dealt with on a case by case basis.

1.2 Contrary to Law

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

1.3 Effect by Passage of Law

Any provision of this contract which is contrary to law, but becomes lawful during the life of this contract, shall take immediate effect upon the enactment of such legislation.

1.4 Amendment

Should the parties agree to an amendment of this agreement, such amendment shall be reduced to writing, submitted to ratification procedures of the Board and the Federation, and if ratified, become part of the agreement.

1.5 Released Time for Negotiations

When mutually determined negotiating meetings are planned during the working day, one member of the bargaining unit will be granted released time.

1.6 Budget Information

The Board will make available to the Federation upon written request:

(1) The number of paraprofessionals within the unit and their respective titles and salaries.

(2) Other reports within the public domain.

1.7 Selection of Negotiators

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. Maximum size of each negotiating team at any one session shall not exceed four (4)

in number. The parties mutually pledge that their representatives shall be  
clothed with all necessary power and authority to make and consider proposals  
and make counter proposals.

1.8 Copies of Agreement

Copies of this agreement shall be reproduced by the Board and distri-  
buted to all members of the paraprofessional unit now employed or hereafter  
employed by the Board for the duration of this agreement. The Board will  
supply ten (10) copies to the Federation. Bonafide candidates for employ-  
ment shall be given a copy of the agreement.

ARTICLE II

Rights of Parties

2.1 Right to Organize

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

2.2 Right to Negotiate

Unit members as described in Article I have the right freely to organize, join and support the Federation for the purpose of engaging in collective negotiation and other concerted activities for mutual aid and protection.



ARTICLE III

Paraprofessional Assignments and Responsibilities

3.1 Holidays

Holidays for the period of this agreement shall be determined by action of the Board.

3.2 Working Hours

The work week for paraprofessionals shall be forty (40) hours over a five (5) consecutive day period, including a one (1) hour lunch period daily. Working hours for each employee are to be considered set as of the signing date of this agreement. Any proposed changes of the working hours and days will be negotiated with the Federation concerning impact.

3.3 Overtime

All work required in excess of thirty-five (35) hours and through forty (40) hours in the work week shall be paid at the regular straight time rate.

All work required in excess of forty (40) hours per work week shall be paid at one and one-half (1½) times the regular straight time rate.

All work required on Board approved holidays shall be paid at two and one-half (2½) times the regular straight time rate.

If overtime is required, the administration will endeavor to give twenty-four (24) hours advance notice of overtime requirements. However, such notice shall be at least four (4) hours prior to the commencement of any overtime requirement unless agreed to by the employee.

3.4 Job Descriptions

All members of the bargaining unit shall have a current job description. If a change in the terms and conditions of employment of a unit member is proposed, or if a reduction in force is proposed, the Federation shall be notified and shall have the opportunity to negotiate concerning such changes or impact in accordance with Chapter 123, Public Laws of New Jersey, 1974.

3.5 Off Campus Activities

(a) Off campus business shall be defined as an activity, approved by the president or his designee, which requires a unit member to leave campus.

(b) If a unit member is required or received approval to make a trip on college business, the unit member shall be reimbursed for the most convenient and economical mode of transportation or at the specified auto mileage reimbursement rate.

(c) A unit member will be compensated at twenty (20) cents per mile for travel to and from off-campus assignments in excess of the mileage required for a round trip to the college from his/her home.

ARTICLE IV

Personnel Files

- 4.1 (a) The College shall maintain a personnel file on each employee 1  
which shall include, but not be limited to, the following: 2
- (1) Personnel information. 3
  - (2) Information relating to the employee's accomplishments submitted 4  
by the employee or placed in the file at his request. 5
  - (3) Records generated by the College. 6
  - (4) Job description. 7
  - (5) Information of a positive nature indicating special achievements, 8  
research, performance and contributions. 9
- (b) The employee may, upon request, examine the individual personnel 10  
file referred to in 4.1 (a) and photocopy material therein, within five (5) 11  
working days of the initial request, at a time mutually convenient to the 12  
administrator in charge and the unit member. 13
- (c) All material requested by the College or supplied by the employee 14  
in connection with the employee's original employment shall be maintained 15  
in a confidential pre-employment file, which shall not be available for 16  
examination by the employee. 17
- (d) The administrator in charge will be responsible for the safekeeping 18  
of the personnel files. 19
- (e) Unit members shall be shown material to be placed in their file 20  
and shall acknowledge by signature having seen same. Such acknowledgment 21  
shall not necessarily indicate agreement with the material. Unit members 22  
shall have the right to respond to any material placed in the file. Mate- 23  
rial not so treated shall be removed from the file at the unit member's 24  
request, or it shall have no force or effect. 25

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

1

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

2

3

4

ARTICLE V

Notice of Appointment, Dismissals and Vacancies

- 5.1 All employees will be notified of their employment status for the 1  
following year no later than April 1st. Any employee receiving subsequent 2  
notice of appointment must sign and return such notice by April 15th or the 3  
employee shall be considered as having resigned. Any employee not offered 4  
subsequent notice of appointment may request reasons in writing, and a hearing 5  
in accordance with the dictates of the New Jersey Administrative Code Title 6. 6  
Such reasons, and hearing if required, shall be granted by the Board in 7  
accordance with said code's provisions. 8
- 5.2 Unit members will be advised of newly created administrative and super- 9  
visory positions before public announcement is made. 10

ARTICLE VI

Group Health Insurance

6.1 Medical Insurance

The Board shall provide for each employee, beginning the first of the month following the first two (2) months of employment, full family coverage under Hospital Service Plan of New Jersey (Blue Cross and Blue Shield) or comparable plan, at least in service and benefit.

6.2 Prescription Plan

Each employee shall receive Board initiated and funded Blue Cross of New Jersey Prescription Plan (\$1.00 deductible, Co-Pay).

6.3 Insurance Carrier(s)

The Board and Federation agree to negotiate on the merits of any proposed change in insurance carriers based on the benefits of the proposed plan(s), but not to include compensation for a less expensive plan(s). Such negotiations shall be prior to any effective change to a different plan(s).

6.4 Supplemental Insurance Fund

The Board shall contribute \$150 per unit member to an interest bearing fund in 1981-82 and an additional \$150 per unit member in 1982-83. Such supplemental insurance fund shall be jointly administered by the Federation designee and the Board.

6.5 Retiree Coverage

All unit members covered by this agreement on their retirement from the College shall be eligible for all health insurance coverage currently in force at the member's expense and at no cost to the College.

ARTICLE VII

Salaries and Deductions

7.1 <u>Salary</u>	1
The salary of employees shall be paid on a bi-weekly basis.	2
7.2 <u>Requests for Deductions</u>	3
Unit members may, by executing the proper form as provided by the	4
Board, have automatic self payroll deductions for any of the following	5
purposes:	6
(a) Professional Dues	7
(b) Government Bonds	8
(c) Credit Union	9
(d) Public Employees Retirement System	10
(e) Dental Program	11
(f) Any professional insurance programs	12
(g) Such other as shall be mutually agreed upon by the Federation	13
and the Board.	14
7.3 <u>Representation Fee for Non-members</u>	15
(a) The Federation President shall submit to the College personnel	16
office a list of names of employees covered by this contract who are not	17
currently dues paying members. The College, in compliance with State law	18
and this agreement, will deduct from such employees' pay a representation	19
fee equal to 85% of the amount set for Federation members. (This amount	20
will be determined by the Federation Treasurer, and is to be paid by pay-	21
roll deduction.)	22
(b) It is agreed by the parties to this Agreement that the Board	23
shall have no other obligation or liability, financial or otherwise, (other	24
than set forth herein) because of actions arising out of the understandings	25
expressed in the language of this Article. It is further understood that	26

once the funds deducted are remitted to the Federation, the disposition  
of such funds thereafter shall be the sole and exclusive obligation and  
responsibility of the Federation.

(c) The Federation shall indemnify and save the Board (and College)  
harmless against any and all claims, demands, suits or other forms of li-  
ability including reasonable legal and/or representation fees resulting  
from any of the provisions of this Article or in reliance on any list, no-  
tice or assignment furnished under this Article.



ARTICLE VIII

Paid Leaves of Absence

8.1 Sick Leave 1

Employees shall receive twelve (12) days sick leave per year accumulative, i.e., one (1) day per month. 2  
3

Sick leave is subject to medical verification if requested by supervisor. 4  
5

Sick leave will be credited to the employee on a pro-rated basis from the time of employment for those starting other than the start of the College fiscal year. 6  
7  
8

8.2 Bereavement 9

(a) A paid bereavement leave of four (4) days maximum will be allowed for each death in the immediate family. Family shall mean: father, mother, siblings, wife, husband, children, stepchildren, grandchildren, mother-in-law and father-in-law. Additional leave may be granted at the discretion of the president. 10  
11  
12  
13  
14

(b) In the event of the death of a member of his family other than those previously listed, a unit member may be entitled to one (1) full day to attend the funeral. 15  
16  
17

8.3 Personal Leave 18

Employees may be granted two (2) days personal leave with pay for bona fide personal business which cannot be handled outside of regular working hours, such as: 19  
20  
21

(a) Real estate closing 22

(b) Marriage of the unit member or a member of his/her immediate family 23  
24

(c) Graduation of a member of the immediate family 25

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

1  
2  
3  
4  
5

Request for such leave shall be in writing, except in the case of an emer-  
gency. In a personal emergency situation the employee shall notify the  
Personnel Office as soon as possible.

ARTICLE IX

Unpaid Leaves of Absence

9.1 <u>Applications for Unpaid Leave</u>	1
Applications for unpaid leaves of absence, other than child rearing,	2
must be made in writing no less than 6 months prior to the effective date	3
of such leave; notice to return must be made in writing no less than 6 months	4
prior to date of return.	5
9.2 <u>Child Rearing Leave</u>	6
Employees of either sex shall be granted unpaid leave of absence up	7
to one (1) year for care of a newborn child under one-hundred-twenty (120)	8
days of age at the time the leave commences (or for an adopted child less	9
than five (5) years of age) provided that where possible at least sixty (60)	10
days prior written notice is given the College. Employees granted such	11
leave must return at the start of the next academic year. During such	12
leave benefits shall be frozen.	13
9.3 <u>Leave for Personal Reasons</u>	14
A leave for personal reasons of up to one year may be granted by the	15
Board to a unit member upon mutual consent.	16
9.4 <u>Leave for Professional Services</u>	17
A leave to serve with AFT or its affiliates will be granted for one (1)	18
year.	19
9.5 <u>Leave for Graduate Study</u>	20
Leave for graduate study in the unit member's discipline will be granted	21
for one (1) year.	22
9.6 <u>Continuation of Benefits</u>	23
If legal, and subject to the benefit plan, the Board shall permit unit	24
members on unpaid leaves of absence to continue any and all benefits at	25
their own expense.	26

ARTICLE X

Privileges

10.1 Tuition Waiver

Subject to meeting entrance requirements, unit members, their spouse, and single, dependent children (per current IRS standard), will be granted waiver of tuition and activity fee to credit and non-credit courses at the college. In any instance in which the agreement with a co-sponsoring organization for an offering prohibits access to courses, that agreement with the co-sponsor shall govern.

10.2 Early Childhood Education Center

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

10.3 Tuition Reimbursement

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

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

(b) Upon successful completion of course work, reimbursement will be made to a maximum of \$273 for 1980-81, \$298 for 1981-82 and \$325 for 1982-83.

10.4 Parking

Unit members may use designated reserved Faculty/Staff parking area.

ARTICLE XI

Vacation for Twelve Month Employees

11.1 Vacation

Each employee shall have a vacation of fifteen (15) working days earned at the rate of one and a quarter (1½) days per month during each year of employment. Vacation time may be carried into the subsequent year except that no more than ten (10) days may be carried beyond October 15th of such subsequent year.

11.2 Vacation Schedule

An employee's preference as to the period during which vacation is desired to be taken shall be given full consideration, but it must be recognized that vacations must be taken at such times as are consistent with the best interests of the college.

ARTICLE XII

Grievance Procedure

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

(a) Informally discuss the grievance with the immediate supervisor or the appropriate administrator.

(b) If, as a result of the informal discussion a grievance is unresolved, the Grievant may invoke the formal grievance procedure on the form required, signed by the Grievant. Every formal grievance shall be filed within four weeks of the occurrence or thereafter be barred. Two copies of the grievance shall be filed with the president of the College or a representative designated by him.

(c) Within one week of date of filing, the president or his designee shall meet with the Grievant or his representative in an effort to resolve the grievance. The president or his designee shall indicate his disposition of the grievance in writing within one week of said meeting.

(d) If the Grievant is not satisfied with the disposition of the grievance by the president or his designee or if no disposition has been made within the time limits in paragraph (c), the grievance shall be transmitted to the Board of Trustees by the Grievant by filing a written copy

thereof with the Secretary of said Board. The Board shall, within five calendar weeks of the date of filing, either allow the grievance or hold a hearing on the grievance. No later than one calendar week thereafter, the Board of Trustees shall indicate its disposition of the grievance, in writing, to the Federation. A grievance based on lack of contract offer by the Board of Trustees for unit members shall be handled per Article V, Section 5.1.

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

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

(g) No reprisals of any kind shall be taken against any unit member for participating in any grievance. If any unit member for whom a grievance is filed, processed or sustained shall be found to have been unjustly discharged, he shall be restored to his former position with full reimbursement of all compensation lost, and in addition the Board shall pay the entire cost of fees and expenses of the arbitrator. However, if the discharge is found to have been justified, the Federation shall pay the entire cost

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



12.1 Formal Grievance Procedure Form	1
NAME _____	2
POSITION _____	3
DATE OF GRIEVANCE _____	4
DATE OF FILING _____	5
NATURE OF GRIEVANCE:	6
	7
	8
	9
	10
PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:	11
	12
	13
SIGNATURE _____	14

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

1

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

2

DISPOSITION:

3

4

5

6

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

7

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

8

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

9

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

10

DISPOSITION:

11

12

13

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

14

ARTICLE XIII

Duration of Agreement

13.1 This Agreement incorporates the entire understanding of the parties 1  
on all matters which were, or could have been, the subject of negotiation 2  
and supersedes each and every provision of all prior contracts between the 3  
parties. Except as specified, neither party shall be required to negoti- 4  
ate with respect to any such matter whether or not covered by this Agree- 5  
ment and whether or not within the knowledge or contemplation of either 6  
or both of the parties at the time they negotiated or executed this Agree- 7  
ment. 8

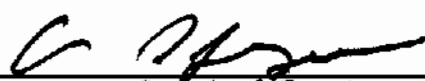
13.2 This Agreement shall be effective for a period of three (3) years 9  
starting July 1, 1980 and continuing through June 30, 1983, subject to the 10  
following: 11

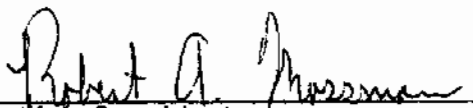
(a) Salaries for 1980-81 and 1981-82 of this agreement shall be per 12  
Appendix A. 13

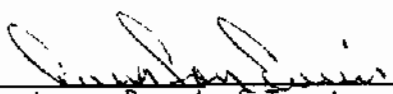
(b) For 1982-83 negotiations shall be limited to a salary reopener 14  
as well as one (1) article of choice for each party. Such article shall 15  
not encompass an item specifically modified for 1982-83 as a result of 16  
these negotiations. 17

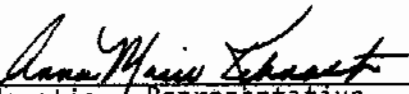
13.3 At the conclusion of said three (3) year period, this Agreement shall 18  
continue from year to year thereafter unless either party shall, not earlier 19  
than October 1, 1982 or later than October 15, 1982, give written notice 20  
to the other of its intention to terminate, modify, or supplement this Agree- 21  
ment. 22

Within thirty (30) days of such notice, the duly authorized representatives designated by the parties will meet for the purpose of negotiating the aforementioned items.

by   
Chairperson, Board of Trustees

by   
Federation President

by   
Secretary, Board of Trustees

by   
Federation Representative

DATED 10/1/80

APPENDIX A  
GLOUCESTER COUNTY COLLEGE  
Salary Schedule  
1980-1981      1981-1982  
Paraprofessionals  
Twelve Month Employees

	<u>1980-81</u>	<u>1981-82</u>
Library Technician (A)	\$11,975	\$12,875
Library Technician (B)	10,145	10,965
Media Technician	9,492	10,284

July 1, 1980