

Agreement between  
The Board of Trustees  
of Gloucester County College

and

The Gloucester County College  
**Education Association Directors' Group**

which is affiliated with the  
New Jersey Education Association

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**2007-2011**

Effective July 1, 2007

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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 Laws 1974 of the State of  
5 New Jersey

6 and

7 Gloucester County College Education Association Directors' Group affiliated with the New Jersey  
8 Education Association.

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10 This Agreement entered into on July 1, 2007 by and between the Board of Trustees of Gloucester  
11 County College, hereinafter called the Board, and the Gloucester County College Education  
12 Association Directors' Group affiliated with the New Jersey Education Association, hereinafter  
13 called the Directors' Group, represents a complete agreement between the parties, and provides that:

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**ARTICLE I**

1 GENERAL CONDITIONS

2 1.1 Board Recognition

3 The Board hereby recognizes the New Jersey Education Association on behalf of the  
4 Directors' Group of Gloucester County College as the sole and exclusive negotiation  
5 representative for all Gloucester County College Directors. The term "Director," when used  
6 here and after in this Agreement, shall refer to all members of the designated bargaining unit  
7 as specified by the PERC determination of September 14, 2001. This represents the titles of  
8 Associate Director, Director II, Director I and Senior Director. When a new director title is  
9 created, the President of the Association shall be informed within five working days and the  
10 title shall be placed in the unit, unless either party shall have an objection to such placement.

11 In the event that an informal conference between the parties fails to resolve the objection,  
12 the matter shall be submitted to the New Jersey Public Employment Relations Commission  
13 (PERC) for clarification of unit proceedings. Additionally, should the Association raise an  
14 objection that unit work has been assigned to a title outside the unit, the parties shall confer  
15 for the purpose of resolving the matter, and if unsuccessful, the matter shall be submitted to  
16 PERC for clarification of unit proceedings

17 1.2 Contrary to Law

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

22 1.3 Amendment

1 Should the parties agree to an amendment of this Agreement, such amendment shall be  
2 reduced to writing, submitted to ratification procedures of the Board and the Directors'  
3 Group, and if ratified, become part of the Agreement.

4 1.4 Released Time for Negotiations

5 When mutually determined negotiating meetings are planned during the working day, two  
6 members of the Bargaining Unit may be granted release time.

7 1.5 Budget Information

8 In order for the Directors' Group to represent members, the Board will make available to the  
9 Directors' Group upon written request:

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

12 1.6 Selection of Negotiators

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

19 1.7 Copies of Agreement

20 Copies of this agreement shall be reproduced by the Board and distributed to all members of  
21 the Directors' Group now employed or hereafter employed by the Board for the duration of  
22 this Agreement. The Board will supply ten copies to the Directors' Group. Bona fide



1 candidates for employment shall be given a copy of the Agreement when the individual is  
2 given a Notice of Appointment.

3 1.8 Continuing Consultation

4 The Directors' Group will meet with the President and appropriate administrators, at the  
5 request of either party, at least twice per academic year to discuss the administration of  
6 this agreement and/or problems of mutual concern.

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  
5 the New Jersey Statutes Annotated, Title 18A or other applicable laws and regulations. The  
6 rights granted and duties inferred herein shall be deemed to be in addition to those provided  
7 elsewhere. However, the Board retains all rights not specifically conferred upon the  
8 Directors' Group.

9 2.2 Right to Negotiate

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

13 2.3 Association Business

14 Duly authorized representatives of the Directors' Group shall be permitted to transact official  
15 Association business and conduct meetings on College property at reasonable times, where  
16 such business does not interfere with the operation of the College or with the performance of  
17 the members' duties. No charge shall be made for the Association's use of College facilities.

18 2.4 Use of Facilities and Equipment

19 The Directors' Group may use College facilities and equipment at the convenience of the  
20 President or his/her designees. No equipment shall be removed from the premises without  
21 written permission. Payment shall be made for any expendable supplies used for Directors'

1 Group purposes, and the Directors' Group shall be liable for damage to any equipment used  
2 for said purposes. A request from the Directors' Group shall not be unreasonably denied.

3 2.5 Safety Committee

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

5 2.6 Bulletin Board

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

8 2.7 Board's Authority

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

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- (d) To hire all employees, to determine their qualifications and conditions of continued employment, to set their assignment, and to promote and transfer employees.
- (e) To decide the number and types of employees needed for any particular time and or task and to be in sole charge of the quantity of the work required.
- (f) To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause according to the law and the provision of the collective bargaining agreement.
- (g) To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reasons according to the provisions of this collective bargaining agreement.
- (h) The above is subject to the law and the provision of the collective bargaining agreement.

1 **ARTICLE III**

2 Directors' Assignments and Responsibilities

3 3.1 Holidays

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

6 3.2 Directors' Working Hours

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

9 (b) Directors are exempt employees and will not be required to make up any  
10 compensatory time for the Board designated recess.

11 3.3 Emergency Closing

12 Directors who are scheduled to work but directed not to report to work due to inclement weather  
13 or another emergency situation will be credited with one hour of pay for each hour that he/she is  
14 scheduled to work. Employees who are officially dismissed early due to weather or any other  
15 situation will be paid for their entire scheduled workday. All employees in active pay status  
16 shall be paid for the entire day if the College is closed for the entire day. Emergency closing  
17 compensation will be provided unless an Act of God or a regional/national emergency beyond  
18 the control of the Board prevents the College from making these payments. It is the employee's  
19 responsibility on days of inclement weather to check college designated information sources for  
20 college closing information.

1 3.4 Authorized Off-Campus Assignments

2 If a Director is required or receives approval to make a trip on College business, he or she  
3 shall be reimbursed for the most convenient and economical mode of transportation or the  
4 specified auto mileage reimbursement. If the College requests that an Association member  
5 use his/her own transportation and the unit member agrees, he or she shall be reimbursed  
6 at the prevailing IRS “standard mileage rate”. The College shall provide secondary  
7 coverage over the owner’s primary coverage and limits to a total maximum of  
8 \$1,000,000. This coverage is in excess of the owner’s primary coverage and applies only  
9 when a unit member uses his/her vehicle for authorized College business.

10 3.5 Attendance at College Functions

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

14 3.6 College Handbooks

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

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1 **ARTICLE IV**

2 Personnel Files

- 3 4.1 (a) The College shall maintain a personnel file on each  
4 employee, which shall include, but 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 (b) The employee may, upon request, examine the individual personnel file referred to in  
13 4.1 (a) and photocopy material therein, within five (5) working days of the initial  
14 request, at a time mutually convenient to the administrator in charge and the unit  
15 member.
- 16 (c) All material requested by the College or supplied by the employee in connection  
17 with the employee's original employment shall be maintained in a confidential pre-  
18 employment file, which shall not be available for examination by the employee.
- 19 (d) Human Resources will be responsible for the safekeeping of the personnel files.
- 20 (e) Unit members shall be shown disciplinary material to be placed in their file and shall  
21 acknowledge by signature having seen same. Such acknowledgment shall not  
22 necessarily indicate agreement with the material. Unit members shall have the right

1 to respond to any material placed in the file within twenty working days after  
2 reviewing such material.

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

4 (g) Personnel files will be available to the appropriate supervisory personnel and Board  
5 members when matters of promotion, retention, discipline and performance are under  
6 discussion or for other legitimate business needs.



1 **ARTICLE V**

2 Contracts, Dismissals and Vacancies

3 5.1 (a) Annual notice of intent to reappoint Directors who have completed five full  
4 academic years of service shall be issued by December 15. Annual notice of intent  
5 to reappoint Directors with less than five full years of academic service shall be  
6 issued by March 15.

7 (b) The Board of Trustees shall issue Directors an employment contract stipulating terms  
8 and conditions of employment (including position title, salary, duration, and any  
9 special conditions) no later than April 15 of the current year.

10 (c) Grant-funded positions may be terminated immediately and are subject to the  
11 terms and conditions of the funding agency.

12 (d) Notice of non-reappointment shall be issued by December 15th for Directors who  
13 have completed five academic years of service and by March 15th for Directors with  
14 less than five academic years of service. Such notice shall not be issued without  
15 cause. If the cause is questioned the matter shall be processed through the grievance  
16 procedure except that the Board of Trustees shall act as the Arbitrator in the final and  
17 binding step.

18 (e) Removal during the term of the contract shall only be made for just cause. The  
19 employee shall be given 30 days notice of the College's intent to terminate the  
20 contract. Directors with more than five academic years of service or those with  
21 tenure protections shall be afforded the rights and privileges provided by statute and  
22 administrative code.

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

3 5.2 Recommendations for Promotion

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

1 **ARTICLE VI**

2 Health Insurance Benefits

3 6.1 Medical Insurance

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

10 6.2 Dental Insurance

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

17 6.3 Insurance Carriers

18 The Board reserves the right to change insurance carriers and/or self-insure so long as  
19 substantially similar benefits are provided. In the event the Board decides to change  
20 insurance carriers and/or self-insure, the matter will first be discussed with representatives of  
21 the Association prior to any change, and if the Association does not agree that the benefits to  
22 be provided by the new carrier or through self-insurance are substantially similar, the

1 Association may file for arbitration within fifteen (15) calendar days from notification by the  
2 Board of its intention to change carriers or to self-insure.

3 6.4 Retiree Coverage

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

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

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

20 (ii) Those with 25 years of service under the New Jersey Retirement Pension  
21 Systems shall receive coverage at his/her appropriate level (e.g., single,  
22 couple, parent/child or family coverage) as provided under the New Jersey

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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 Directors' 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  
7 payroll deductions for any of the following purposes:

- 8 (a) Professional dues
- 9 (b) Dues check off authorization
- 10 (c) Government bonds
- 11 (d) Credit Union
- 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 Directors' 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 Association, which  
20 shall be remitted to the Association in the same manner as dues. In the case of newly  
21 hired employees, deduction of representation fees will begin with the next paycheck

1 following submission of dues check off card or, in lieu there of , with the next paycheck  
2 following a written request by the Association 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) because of  
5 actions arising out of the understandings expressed in the language of this Article. It  
6 is further understood that once the funds deducted are remitted to the Association,  
7 the disposition of such funds thereafter shall be the sole and exclusive obligation and  
8 responsibility of the Association.

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

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

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  
5 pay for a period of twelve work days in any academic year. Up to ten days accumulated sick  
6 leave may be transferred from immediate previous educational employment. Unused sick  
7 leave shall be accumulative, to be used for additional sick leave as needed in subsequent  
8 years. The Board may 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) or contagious disease among any person  
12 residing in the employee's household. Such time is to be charged against sick leave or  
13 personal time. Employees may use federal or state leave programs to care for eligible family  
14 members.

15 8.3 Use of Statutory Leave for Personal or Family Illness

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

19 8.4 Bereavement

20 A paid bereavement leave of four (4) days maximum will be allowed for each death in  
21 the immediate family for the period covering up to seven days from the date of the death.



1 Family shall mean: father, mother, siblings, wife, husband, children, stepchildren,  
2 grandchildren, grandparents, mother-in-law, and father-in-law.

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

#### 8 8.5 Personal Leave

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

- 11 (a) Real estate closing.
- 12 (b) Marriage of the unit member or a member of his/her immediate family.
- 13 (c) Graduation of a member of the immediate family.
- 14 (d) Required appearance in court wherein the employee is not party and suit with the  
15 College. Request for such leave shall be in writing not less than five (5) days in  
16 advance, except in the case of an emergency. In a personal emergency situation the  
17 employee shall notify the Supervisor as soon as possible.
- 18 (e) In cases where there is a life-threatening illness of a unit member's spouse or child, a  
19 maximum of six (6) personal days may be utilized, provided such illness is certified  
20 by an attending physician and, further provided, that the unit member has unused  
21 personal leave days from the prior three years.

1 8.6 Sabbatical Leaves

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

3 (a) A member will be eligible for sabbatical after completion of seven years  
4 continuous service at the College; or after seven years since his/her last  
5 sabbatical leave at the College.

6 (b) Such leave must be applied for during the first semester of the preceding  
7 year, with the specific study or research purpose clearly stated in the  
8 application.

9 (c) Application shall be submitted to the President.

10 (d) After careful consideration of all applications, the President shall make  
11 his/her recommendation to the Board. Final decision on granting sabbatical  
12 leaves shall rest with the Board.

13 (e) Sabbatical leave may be for one half year or one full year. This leave shall  
14 be creditable for College seniority. Sabbatical pay for the length of the  
15 contract is:

16 1/2 year 100%

17 1 year 60%

18 (f) Sabbatical leaves are not subject to the grievance procedure of this  
19 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  
5 condition, the serious health condition of certain close family members or to care for a  
6 newborn or newly adopted child, pursuant to the Family and Medical Leave Act and or  
7 the New Jersey Family Leave Act. Such leaves shall be granted, consistent with these  
8 statutes and with College policy. Employee benefits will continue as required by federal  
9 and/or state statute during this period.

10 9.2 Leave to Care for a Newborn or Newly Adopted Child

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

19 9.3 Applications for Unpaid Leave

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

1 effective date of such leave. Notice to return must be made in writing not less than one semester  
2 prior to the date of return. The decision to grant an unpaid leave rests solely with the Board and  
3 is not subject to the grievance procedure of this Agreement.

4 9.4 Leave for Personal Reasons

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

7 9.5 Leave for Professional Services

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

10 9.6 Leave for Advanced Study

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

12 9.7 Leave for Fulbright or Exchange Program

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

15 9.8 Decision to Grant Unpaid Leave

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

19 9.9 Unpaid Leave Benefits

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

1 will be granted in accordance with Article X, paragraph 10.1, while on an approved unpaid  
2 leave of absence.

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1 **ARTICLE X**

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

11 10.2 Early Childhood Education 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 graduate study. Payment  
17 shall be made subject to the following conditions:

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

21 (b) Reimbursement will be made on a per credit basis at a rate not to exceed the  
22 Rutgers graduate rate and will be contingent upon the successful completion

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of course work with a grade “C” or better for undergraduate courses and “B” or better for graduate level courses.

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

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

10.4 Parking

A parking area for members shall be provided.

1 **ARTICLE XI**

2 Vacation for Directors

3 11.1 Vacation

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

10 11.2 Vacation Schedule

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

14 11.3 Termination Pay

15 If at the time of termination of employment a Director has accumulated vacation time, he/she  
16 shall be compensated for it up to 30 days, calculated as follows:

17 
$$\frac{\text{Accumulated vacation time (up to 30 days)} \times \text{base salary}}{260 \text{ days (5days} \times 52 \text{ weeks)}}$$
  
18



1 **ARTICLE XII**

2 Retirement "Bonus"

3 12.1 A retirement "Bonus" shall be based on a payment of \$100 per day for each accumulated  
4 sick leave day earned during the duration of this contract, \$86 per day for July 1, 2001 to  
5 June 30, 2004 and \$83 per day for each day earned under prior contracts provided that the  
6 following conditions are met:

- 7 (a) The unit member has been employed actively by the College for twenty (20) years.
- 8 (b) The unit member must provide at least six months prior written notice of intent to  
9 retire. However, the President may waive this notification requirement in the case of  
10 a life-threatening illness.
- 11 (c) The unit member retires under the New Jersey Public Employees Retirement System  
12 or employing the same standards of this system if the unit member retires under the  
13 Alternate Benefit Program.

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

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

18 12.4 Any sick days used by a member during the term of the contract shall be on a "last in, first  
19 out" basis, so that an employee shall first use the sick days carrying a retirement bonus of  
20 \$86 before using the days valued at \$83.

1 12.5 This benefit is limited to a maximum of \$10,000 for all employees hired after June 5,  
2 2002. For all employees hired prior to June 5, 2002, this benefit is limited to a maximum  
3 of \$20,000.

4 12.6 In cases where a unit member dies while actively employed and has provided written  
5 notification of intent to retire (under section 6.1B), the bonus will be paid to his/her estate.

6

7

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

9 (a) Informally discuss the grievance with the appropriate administrator

10 (b) If, as a result of the informal discussion a grievance is unresolved, the Grievant may  
11 invoke the formal grievance procedure on the form required, signed by the Grievant.

12 Every formal grievance shall be filed within twenty (20) working days of the  
13 occurrence or thereafter be barred. Two (2) copies of the grievance shall be filed  
14 with the President of the College or a representative designated by the President.

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

19 (d) If the Grievant is not satisfied with the disposition of the grievance by the President  
20 of the College or his/her designee or if no disposition has been made within the time  
21 limits in paragraph (c), the grievance shall be transmitted within ten (10) working  
22 days to the Board of Trustees by the Grievant by filing a written copy thereof with

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

10 (e) If the Association is not satisfied with the disposition of the grievance by the Board  
11 of Trustees, or if no disposition has been made within the period provided in  
12 paragraph (d), the grievance may be submitted to arbitration within thirty (30)  
13 working days before an impartial arbitrator. If the parties cannot agree on an  
14 arbitrator, he/she shall be selected pursuant to the rules and procedure of the Public  
15 Employees Relations Committee (PERC), whose rules shall likewise govern the  
16 arbitration proceeding. Neither the Board nor the Association shall be permitted to  
17 assert in such arbitration proceeding any ground or to rely on any evidence not  
18 previously disclosed to the other part. No more than one (1) substantive issue may  
19 be submitted to the arbitrator in a case unless otherwise agreed to in writing by both  
20 parties. The arbitrator shall submit a written decision within thirty (30) days of the  
21 hearing setting forth his findings of fact, reasoning and conclusions on the issue  
22 submitted. The arbitrator shall have no power to alter, add to or subtract from the

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

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

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

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

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

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

19 (k) If a unit member or a supervisor has a matter that he/she wishes to discuss with the  
20 other, he/she is free to do so without recourse to the grievance procedure.

1 (l) No grievance shall be adjusted without prior notification to the Association and an  
2 opportunity for an Association representative to be present, nor shall any adjustment  
3 or a grievance be inconsistent with the terms of this Agreement.

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

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

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 PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:

9

10

11 SIGNATURE \_\_\_\_\_

12

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

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

15 DISPOSITION: \_\_\_\_\_

16

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 \_\_\_\_\_

1 **ARTICLE XIV**

2 Duration of Agreement

3 14.1 This Agreement incorporates the entire understanding of the parties on all matters that were  
4 or could have been the subject of negotiation and supersedes each and every provision of all  
5 prior contracts between the parties. Except as specified, neither party shall be required to  
6 negotiate with respect to any such matter whether or not covered by this Agreement and  
7 whether or not within the knowledge or contemplation of either or both of the parties at the  
8 time they negotiated or executed this Agreement.

9 14.2 This Agreement shall be effective starting July 1, 2007 through June 30, 2011 subject to the  
10 following:

11 (a) During the month of October 2010, either party may notify the other in writing of its  
12 desire to terminate, modify or supplement this Agreement. Within thirty days of  
13 such notice, the duly authorized representatives designated by the parties will meet to  
14 commence such negotiations.

15 (b) Each unit member shall receive the following base salary increases: 4% on July 1,  
16 2007; 4% on July 1, 2008; 4% on July 1, 2009 and 4% on July 1, 2010.

17 (c) Any Association member who teaches under an adjunct contract with the College  
18 shall be granted compensation on an overload basis. The overload compensation  
19 for credit-bearing courses shall be as negotiated in the faculty contract for 2007-  
20 11.



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BOARD OF TRUSTEES

GCCEA

On behalf of DIRECTORS

by \_\_\_\_\_

by \_\_\_\_\_

Chairperson, Board of Trustees

NJEA Representative

by \_\_\_\_\_

by \_\_\_\_\_

Secretary, Board of Trustees

President, GCCEA, Directors' Group

DATED \_\_\_\_\_

by \_\_\_\_\_

**APPENDIX A**

1 GLOUCESTER COUNTY COLLEGE

2 SALARY SCHEDULE

3 DIRECTORS' GROUP

4 TWELVE-MONTH EMPLOYEES

5

6

Maximum

7

Senior

\$99,900

8

Level I

\$86,400

9

Level II

\$80,100

10

Associate

\$73,900

11

12

Notes:

13

a) Should an employee be promoted from one level to another, he/she shall receive a promotional adjustment of \$1,500.

14

15

b) Directors employed at the College prior to July 1, 1983 shall be "grandfathered" at the Senior Director with no promotional adjustment.

16

17

c) Sr. Directors employed at the College prior to July 1, 1983 shall not be capped at the contract maximum.

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**APPENIX B**

1 **MEMORANDUM OF AGREEMENT**  
2 **BETWEEN**  
3 **GLOUCESTER COUNTY COLLEGE**  
4 **AND**  
5 **GLOUCESTER COUNTY COLLEGE EDUCATION ASSOCIATION DIRECTORS'**  
6 **GROUP, NJEA**

7 **Dated: October \_\_, 2006**  
8

9 The Gloucester County College and the Gloucester County College Education  
10 Association Directors' Group, NJEA ("Association") (and collectively referred to herein as "the  
11 Parties") enter into this Memorandum of Agreement, which sets out the terms for a new  
12 collective bargaining agreement between the parties effective from July 1, 2007 until June 30,  
13 2011.

14  
15 1. The year references in the preface "Agreement" section shall refer to the effective date of  
16 the agreement as July 1, 2007.

17  
18 2. The "effective date" set out in Article 14.2 shall be changed to July 1, 2007, the  
19 termination date shall be changed to June 30, 2011.

20  
21 3. Subparagraph (a) of Article 14.2 shall be amended to reflect that the month period for  
22 notification of intent to reopen negotiations for a successor contract shall be October 2010.

23  
24 4. Subparagraph (b) of Article 14.2 shall be amended to reflect that each member shall  
25 receive salary increases during the contract period, as follows: 4% on July 1, 2007; 4% on July 1,  
26 2008; 4% on July 1, 2009; 4% on July 1, 2010. The overload rate per contact hour set forth in  
27 Article 14.2 (c) shall remain at the July 1, 2006 rate of \$900 during the entire term of the  
28 Collective Bargaining Agreement  
29

1 5. The maximums contained in Appendix A shall not be modified, however, during the term  
2 of the Collective Bargaining Agreement (July 1, 2007 - June 30, 2011) no unit member shall be  
3 denied the full amount of the salary increases set forth in Paragraph 4 based on having reached  
4 the maximum salary set forth in Appendix A for his or her position.

5  
6 5. The Association agrees that the College will terminate the State Health Benefits Plan  
7 Prescription (Rx) program and enroll in the State Health Plan Medical with a prescription drug  
8 major medical reimbursement plan for traditional and NJ Plus participants and a prescription  
9 drug co-pay card for HMO participants.

10

11 6. It is expressly understood that the College shall have the authority to make the change to  
12 the State Health Plan Medical as described in #5 above on January 1, 2007, and to this extent,  
13 modify the prescription coverage provided in the Collective Bargaining Agreement between the  
14 Parties that expires June 30, 2007.

15

16 7. Except as specifically modified by this Memorandum, all of the terms and provisions,  
17 including all Appendices thereto, of the Collective Bargaining Agreement between the Parties  
18 which expires June 30, 2007, shall continue in full force and effect, without amendment.

19

20 8. It is understood that this agreement is conditioned upon ratification by the members of  
21 the bargaining unit, and approval by the College's Board of Trustees. All of the members of the  
22 Association negotiating committee agree to recommend such ratification. All of the members of  
23 the College's negotiating team agree to recommend such approval.

24

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Employer

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Gloucester County College

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By:

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Title:

Date:

Union

Gloucester County College Education Association  
Directors' Group, NJEA

By:

Title:

Date: