

AGREEMENT

1985--1987



between

THE BOARD OF TRUSTEES

of

GLOUCESTER COUNTY COLLEGE

Board of Trustees

and

THE GLOUCESTER COUNTY COLLEGE

FEDERATION OF TEACHERS

WHICH IS AFFILIATED WITH

AFT, AFL-CIO





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AGREEMENT

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

and

The Gloucester County College Federation of Teachers

which is affiliated with AFT, AFL-CIO

This Agreement entered into this
by and between the Board of Trustees of Gloucester County College,
hereinafter called the Board, and the Gloucester County College Fed-
eration 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 hereby recognizes the Federation as the sole and exclu-
sive negotiation representative for all Gloucester County College
bargaining unit members, including full-time teaching staff,
counselors, media coordinators, College nurse and librarians, but
excluding the President, the Assistant to the President, Vice
Presidents, Deans, Associate Deans, Assistant Deans, Directors,
Chairpersons, and any faculty member while engaged in service
specifically applicable to the Office of Community Services
(except when a credit course(s) comprises part of a unit member's
basic load or overload in which case, such service shall be
covered by the contract) and such professional personnel who are
or become responsible for supervisory or evaluative duties with
respect to other professional personnel. The term "unit member"

when used here and after in this Agreement, shall refer to all members of the designated bargaining unit and reference shall include both male and female members.

To the extent required by statutes, there shall be no discrimination based on age, sex, race, color, creed, religion, handicaps, national origin, or political affiliation.

1.2 Contrary to Law

If any provision of this agreement or any application of the agreement to any unit member or group of unit members 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 by both parties, become part of the agreement.

1.5 Released Time for Negotiations

When mutually determined negotiating meetings are planned during instructional hours, not more than four members of the Federation Negotiations Team may be granted released time.

1.6 Budget Information

In order for the Federation to represent unit members, the Board will make available to the Federation upon written request:

- (a) The number of unit members within each salary schedule classification and their appropriate salaries
- (b) 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. Negotiating teams at any one bargaining session are not to exceed four members. 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. Either party may bring in not more than two consultants for a particular item of discussion.

1.8 Copies of Agreement

Copies of this agreement shall be reproduced by the Board and distributed to all unit members now employed or hereafter employed, upon notice of appointment for the duration of this agreement. The Board will supply twenty-five copies to the Federation.

ARTICLE II

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Rights of Parties

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2.1 Right to Organize

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Nothing contained herein shall be construed to deny or restrict
the rights of unit members 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.

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2.2 Right to Negotiate

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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.

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2.3 Federation Business

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Duly authorized representatives of the Federation shall be permit-
ted to transact official Federation business and conduct meetings
on college property at reasonable times; where such business does
not interfere with the operation of the College or with the
performance of the unit members' duties. No charge shall be made
for the Federation's use of College facilities.

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2.4 Use of Facilities and Equipment

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The Federation may use College facilities and equipment, such as
typewriters, mimeographing machines, other duplicating equipment,
calculating machines and AV equipment, at the convenience of the
President of the College or his designees. No equipment shall be
removed from the premises without written permission. Payment

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shall be made for any expendable supplies used for Federation purposes, and the Federation shall be liable for damage to any equipment used for said purposes. A request of the Federation shall not be unreasonably denied.

2.5 Posting of Federation Notices

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

2.6 Continuing Consultation Clause

A committee of three administrators composed of the President of the College (or his designee) and two other college administrators appointed by the President of the College, and three representatives of the Federation composed of the President of the Federation (or his designee) and two other members of the Federation appointed by the President of the Federation will meet on four occasions per academic year, during October, December, February and April to discuss administration of this agreement and/or problems of mutual concern. Initiation can be made by either party requesting a date(s) convenient to both parties and such letter of initiation shall suggest agenda items for discussion.

The responding party may also suggest additional items for inclusion in the agenda and/or alternate dates.

2.7 Representation Fee for Non-members

(a) The Federation President shall submit to the college personnel office a list of names of employees covered by this contract

who are not currently dues paying members. The college, in compliance with State law and this agreement, will deduct from such unit member's pay a representation fee equal to 85% of the amount set for Federation members. (This amount will be determined by the Federation Constitution, and is to be paid by payroll deduction.)

(b) It is agreed by the parties to this Agreement that the Board shall have no other obligation or liability, financial or otherwise, (other than set forth herein) because of actions arising out of the understandings expressed in the language of this Article. It is further understood that 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 liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance on any list, notice or assignment furnished under this Article.

ARTICLE III

Faculty Assignments and Responsibilities

3.1 Academic Calendar

The President shall prepare a tentative academic calendar and submit a copy thereof to the Federation of Teachers at least four weeks prior to submission to the Board. Within two weeks, the Federation of Teachers shall submit in writing its comments and recommendations to the President. The President and the Board shall consider such comments and recommendations before the Board adopts the calendar. No changes (other than emergencies) shall be made in the current semester system without first consulting with the Federation.

3.2 Working Hours

a. The basic load assignment of any teaching member shall span no more than eight and one-half (8½) hours from the beginning of the first class to the end of the last class in the same day, and no more than five consecutive days per week. Permission for exceptions to the above must be secured from the Federation President.

b. The normal work week will be Monday through Friday, except when weekend assignments are necessary to complete the teaching member's basic load. In this case, the work load shall span no more than five consecutive days. Any extension of this time will be by mutual agreement of the teaching member concerned and the college administration. Nothing herein precludes some teaching members being scheduled less than five days.

c. An overload is not a part of the basic load.

3.3 Faculty Teaching Assignments

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

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

(c) Any unit member assigned to teach courses in excess of base load may designate which of those courses will be treated as base load, so long as the courses for base load fall within the definition of Working Hours in Section 3.2.

(d) Any faculty member who teaches a part of his/her base load in Allied Health and Lab Oriented courses commencing with the 1983-84 academic year shall have a base load between fifteen and eighteen contact hours per semester per the following formula:

Course Credit = Contact Contact Differential Adjusted Base Load*

15	0	15
14	1	15.2
13	2	15.4
12	3	15.6
11	4	15.8
10	5	16
9	6	16.2
8	7	16.4
7	8	16.6
6	9	16.8
5	10	17
4	11	17.2

<u>Course Credit = Contact</u>	<u>Contact Differential</u>	<u>Adjusted Base Load*</u>	
3	12	17.4	1
2	13	17.6	2
1	14	17.8	3
0	15	18	4

* Lecture courses within the basic load arrangement will be tallied first when computing the adjusted base load. 5

(e) Any unit member's overload normally shall not exceed one course per semester excluding Academic Advising, Program Coordinating and Coop/Independent Study. (Usually, three contact hours, although, in certain cases it is understood that one course may involve more than three contact hours.) If the administration assigns an additional overload, then the Federation president shall be notified in writing. 6

Overload assignments made prior to pre-registration shall be reviewed by Chairpersons and Deans. Overload assignments made after pre-registration by the appropriate Chairperson/Dean shall be made on a fair and equitable basis. Full-time teaching faculty members shall be given first consideration to all "standard overloads." The usual maximum for summer session courses shall be six contact hours per faculty member. 7

(f) The Federation President shall be given the opportunity to review and raise exceptions to the tentative faculty teaching assignment and overload lists prior to the beginning of each semester or session. It is expressly understood that final determination concerning teaching assignment and appointment to overload resides with the employer provided that the expressed 8

provisions of the contract are not violated. When the master
schedule is published, a copy will be supplied to the Federation
President.

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

1. At least (20) calendar days prior to the change, the Federation shall be notified in writing. Within ten (10) calendar days of the time of such notice the Federation President may request in writing a meeting with the College Representatives. This request shall be addressed to the President of the College.
2. Within five (5) calendar days of receipt of such a request a meeting will be scheduled at mutual convenience between a committee of three members of the Federation and three members for the College.
3. At this meeting which is to be in session for normally no more than two hours duration, negotiations will be concerned with appropriate compensation. The Federation and College Representatives shall supply the other party with relevant data.
4. If mutual agreement is not reached at this negotiation session then the Federation shall submit a final offer in writing within five (5) calendar days to the President.
5. Rejection or acceptance of the Federation's final offer by the President shall be in writing within five (5) calendar days.

Rejection shall mean that a member of the bargaining unit will not be required to work any additional time.

6. Failure by the Federation to adhere to the time specifications in subparagraphs (1) and (4) shall mean waiver of further claim, and failure by the President (or his designee) to adhere to the time requirement in paragraph (5) shall mean acceptance of the Federation's final offer.

3.4 Student Ratio

The College shall continue to use educationally sound principles in determining the maximum number of students per course section.

3.5 Librarians, Audio-Visual Personnel, Counselors and College Nurse Working Hours

The usual work week for librarians, audio-visual personnel, counselors, and College Nurse shall be 40 hours over a five consecutive day period, including a one hour lunch period daily.

3.6 Consultation Hours

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

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

(c) All office schedules for faculty members for consultation (including off-campus office hours) shall be subject to the approval of the Vice President of the College.

3.7 Field Trips and Authorized Off-Campus Assignments

(a) A field trip shall be defined as any educational activity, approved by the President or his designee. Mileage reimbursement

shall be "clocked" from approved point of origin to the approved point of conclusion. The College shall make every effort to supply transportation for all such field trips. If the College requests that the unit member use his/her own transportation and the unit member agrees, he or she shall be reimbursed at the rate of twenty cents per mile. The College shall provide liability insurance of at least \$300,000 whenever the unit member is required to drive on such College business.

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

(c) Unit members will be compensated at twenty 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 their homes.

3.8 Attendance at College Functions

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

3.9 Textbooks and Other Teaching Materials

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

3.10 Faculty Schedules

Master schedules and individual assignments shall reside with the Vice President of the College cooperating with the appropriate administrator. Announcement of a tentative master schedule will be made to the faculty prior to posting and the appropriate administrator shall provide to each unit member within his/her area a scheduling preference form. Conflicts in schedule preference will be resolved by the appropriate administrator in consultation with the affected unit member(s). If and when changes in the tentative master schedule are necessitated, the Federation President will be notified. It will be the responsibility of the Federation to notify each affected unit member of the pending change. Thereafter it will be the responsibility of the unit member to consult with the appropriate administrator as to the pending schedule changes.

3.11 Course Preparation

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

3.12 Academic Freedom

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

(a) Any unit member is entitled to full freedom in research and in the publication of the results, subject to the satisfactory performance of his or her employment duties.

(b) Any unit member is entitled to freedom of discussion in the performance of his or her faculty responsibilities and in the classroom, provided the discussion is relevant to the course.

(c) The unit member is a citizen, a member of a learned profession, and an employee of an educational institution. When he or she speaks or writes as a citizen, or exercises his or her legal or constitutional rights, he or she shall be free from institutional censorship or discipline. However, in his or her extramural utterances, he or she has an obligation not to permit the implication that he or she is an institutional spokesperson.

3.13 Faculty Handbook

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

ARTICLE IV

Personnel Files

- 4.1 (a) The College shall maintain a personnel file on each unit member which shall include, but not be limited to, the following:
1. Personnel information
 2. Information relating to the unit member's academic and professional accomplishments submitted by the unit member or placed in the file at his or her request.
 3. Records generated by the College.
 4. Information of a positive nature indicating special achievements, research, performance, and contributions of an academic, professional or civic nature.
- (b) At his or her request, the unit member may examine his or her file, referred to in 4.1 (a) and photocopy anything therein at a time mutually convenient to the appropriate administrator and the unit member, within five working days of the initial request.
- (c) All materials requested by the College or supplied by the unit member in connection with original employment shall be maintained in a confidential pre-employment file, which shall not be available for examination by the unit member.
- (d) A designated administrator will be responsible for the safe-keeping of the above mentioned personnel files.
- (e) Unit members shall be shown material to be placed in their file and shall acknowledge by signature having seen such. Such acknowledgment shall not necessarily indicate agreement with the material. Unit members shall have the right to respond to any

material placed in the file and that, too, shall be placed in the
file. Material not so treated shall be removed from the file at
the unit member's request or it shall have no force and effect.

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

(g) Personnel files will continue to be available to the appro-
priate administrative personnel and board members when matters of
promotion, retention and faculty performance are under discussion.

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

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ARTICLE V

Contracts, Dismissals and Vacancies

- 5.1 When the Board of Trustees does not intend to reappoint a non-tenured unit member, notice of such non-reappointment shall be given in writing not later than February 10th of the first and second academic years of service, and not later than December 10th of the third, fourth and fifth years of academic service.
- 5.2 Each non-tenured unit member shall be notified regarding contract status as indicated in 5.1 supra. Such contract shall contain a clause authorizing the unit member concerned or the Board of Trustees to be released from the said contract with 30 days' notice to the other party, with salary pro-rated to the date of termination.
- 5.3 A non-tenured faculty member's non-renewal may only be for just cause. If the cause is questioned the matter shall be processed through the grievance procedure except that the Board of Trustees shall act as Arbitrator in the final and binding step.
- 5.4 Unit members will be advised of newly created full-time and part-time administrative, and supervisory positions and full-time faculty positions before public announcement is made. A similar procedure will be followed at the time of an official resignation or termination of employment in all administrative and supervisory positions.

ARTICLE VI

Recommendations for Promotion

6.1 Professional Standards Committee

By January 1 of each year a Professional Standards Committee shall be formed. The Committee shall be comprised of four members from the faculty elected by the Federation and four members from among the administrators appointed by the President of the College. The Committee shall meet on or before February 1st of each year to consider and by majority vote recommend to the Board qualified and worthy faculty members for promotion in academic rank. The Committee's recommendations shall be transmitted to the Board by the President. Faculty members desiring to be considered for a promotion shall make application to the Professional Standards Committee. Initiation of recommendations for promotion may also emanate from the President.

6.2 Criteria for Promotion

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

- (a) Teaching effectiveness
- (b) Departmental/Institutional service
- (c) Administrative effectiveness
- (d) Scholarly achievement
- (e) Professional growth
- (f) Relevant community service

ARTICLE VII

Guidelines for Qualifications for Faculty Rank

RANK	EDUCATION	
Instructor II	B.A., B.S., or equivalent	4
Instructor I	Master's Degree or equivalent in special fields	5
Assistant Professor	Master's Degree plus 15 acceptable graduate credits or equivalent in special fields	7
Associate Professor	Master's Degree plus 30 acceptable graduate credits or equivalent in special fields	8
Professor	Doctorate or equivalent or Master's Degree with all work completed for Doctorate with exception of dissertation	10

For further clarification:

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

2. The Board of Trustees upon recommendation of either the President or the Professional Standards Committee, may grant special recognition to any faculty member who has made

distinguished contributions to the College. Because of these contributions, rank guidelines may be waived by the Board of Trustees.

3. Faculty members may be employed at salaries higher than the minimum salary for a rank if qualifications are unusual. Such appointments will be made by the Board of Trustees upon the recommendation of the President.

4. A candidate is not automatically entitled to placement in the top rank for which his/her academic and experience credits make him/her eligible. The President may recommend employment at any rank at or below the level of the noted qualifications.

5. Faculty will not be automatically moved into the next rank when the guidelines for that rank are satisfied. Movement from one rank to another is by promotion only. Not more than 30% of the faculty may hold the rank of Professor, and not more than 60% may hold the ranks of Professor and Associate Professor.

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ARTICLE VIII

Group Health Insurance

- 8.1 The Board of Trustees shall provide for each unit member full family coverage under Hospital Service Plan of New Jersey (Blue Cross, U.C.R. Blue Shield, Rider "J" and Major Medical).
- 8.2 Each unit member shall continue to receive Board initiated and funded Blue Cross of New Jersey Prescription Plan (\$1.00 Co-Pay).
- 8.3 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 negotiation shall be prior to any effective change to a different plan(s).
- 8.4 The Board shall establish an interest bearing fund which shall be jointly administered by three (3) members designated by the Board and three (3) members designated by the Federation. Such joint committee shall establish its own rules of operation. With establishment of this supplemental insurance fund, the Board shall contribute \$150 per unit member for 1985-86. Effective July 1, 1986 the contribution of the Board shall be \$300 per unit member.
- 8.5 All unit members and his/her spouse covered by this agreement on their retirement from the College shall be eligible for all health insurance coverage currently in force at the unit member's (or spouse's) expense and at no cost to the College. In addition, effective June 30, 1987 future retirees (as defined in Article 14.1) shall be provided single coverage basic health insurance coverage at the Board of Trustees expense. Such retirement

benefit shall be operative with the effective date of reception of
N.J. retirement pension benefits or TIAA/CREF using the same
standards.

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ARTICLE IX

Unit Member Salaries and Deductions

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

9.2 The College Nurse and Librarians shall receive the same salaries for an academic year of ten months as do other ten-month unit members in the same ranks. Separate contracts for the summer session may be awarded. Reimbursement for such summer service shall be pro-rata at the unit member's base salary for the succeeding academic year. New rates shall be applicable on July 1st.

9.3 The salary schedules and overload rate for ten-month unit members for the academic years 1985-86 and 1986-87 are incorporated as Appendix A.

9.4 For the academic years 1985-86 and 1986-87 the salary increases for twelve-month employees shall be 120% of the increase granted ten-month faculty members in the same rank, excluding promotions for each of those years.

9.5 Requests for Deductions

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

- (a) Professional dues
- (b) Government bonds
- (c) Credit Union
- (d) TIAA and CREF retirement programs

(e) Any professional insurance programs. 1

(f) Such other as shall be mutually agreed upon by the Federation 2
and the Board. 3

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ARTICLE X

Paid Leaves of Absence

10.1 Sick Leave

Full-time unit members, steadily employed by the Board of Trustees, shall be allowed sick leave with full pay for a period of ten work days in any academic year. Twelve-month employees shall be allowed two additional days per year. Up to ten days accumulated sick leave may be transferred from immediate previous educational employment. Unused sick leave shall be accumulative, to be used for additional sick leave as needed in subsequent years. The Board may require proof of illness.

10.2 Bereavement

(a) A paid bereavement leave of four days maximum will be allowed for each death in the immediate family. Family shall mean: father, mother, siblings, wife, husband, children, step-children, grandchildren, mother-in-law and father-in-law. Additional leave may be granted at the discretion of the President of the College.

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

10.3 Personal Leave

Unit members 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:

- (a) Real estate closing
- (b) Marriage of the unit member or a member of his/her immediate family

- (c) Graduation of a member of the immediate family 1
- (d) Required appearance in court wherein the employee is not in 2
party and suit with the College. 3

Request for such leave shall be in writing, except in the case of 4
an emergency. In a personal emergency situation the unit member 5
shall notify the Personnel Office as soon as possible. 6

10.4 Sabbatical Leaves 7

Sabbatical leaves shall be granted by the Board, subject to the 8
following conditions: 9

(a) A faculty member will be eligible for sabbatical after 10
completion of seven years continuous service at the College; or 11
after seven years since his/her last sabbatical leave at the 12
College. 13

(b) Such leave must be applied for during the first semester of 14
the preceding year, with the specific study or research purpose 15
clearly stated in the application. 16

(c) Application shall be submitted to the President. 17

(d) After careful consideration of all applications, the Presi- 18
dent shall make his recommendation to the Board. Final decision 19
on granting sabbatical leaves shall rest with the Board. 20

(e) Sabbatical leave may be for one or two semesters at sixty 21
percent (60%) of pay. This leave shall be creditable for college 22
seniority. 23

(f) Sabbatical leaves are not subject to the grievance procedure 24
of this agreement. 25

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ARTICLE XI

Unpaid Leaves of Absence

11.1 Applications for Unpaid Leave

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

11.2 Child Rearing Leave

Unit members of either sex shall be granted unpaid leave of absence up to one (1) year for care of a newborn child under one-hundred-twenty (120) days of age at the time the leave commences (or for an adopted child less than five (5) years of age) provided that where possible at least sixty (60) days prior written notice is given the College. Unit members granted such leave must return at the start of the next work year. During such leave benefits shall be frozen.

11.3 Leave for Personal Reasons

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

11.4 Leave for Professional Services

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

11.5 Leave for Advanced Study

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

11.6 Leave for Fulbright or Exchange Teaching

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

11.7 Unpaid Leave Benefits

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

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ARTICLE XII

Faculty Privileges

12.1 Tuition Waiver

Subject to meeting entrance requirements, each unit member, his/her spouse (and dependent children through twenty-two (22) years of age) 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.

12.2 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 and in conformity with the rates and rules of such facility.

12.3 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 days prior to matriculation in such course(s) and are subject to approval by the President of the College or his designee.
- (b) Upon successful completion of course work, reimbursement will be made to a maximum of \$650.

12.4 Parking

A reserved parking area for unit members shall be provided.

ARTICLE XIII

Vacation for Twelve Month Unit Members

13.1 Each unit member shall accrue vacation of the rate of 1.75 days per month of active employment. A total of ten vacation days may be carried into the subsequent year. Vacation time may be carried into the subsequent year except that no more than twelve days may be carried beyond October 15th of such subsequent year.

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

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

$\frac{30 \text{ days}}{260 \text{ days}}$ x base salary.
(5 x 52)

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ARTICLE XIV

Retirement "Bonus"

14.1 A retirement "bonus" shall be effective June 30, 1987 based on a payment of \$60 per accumulated sick leave day provided that:

- (a) The unit member had been employed actively by the College for 20 years.
- (b) The unit member must provide at least one year's prior written notice of intent to retire.
- (c) The unit member retires under the New Jersey Public Employees Retirement System or employing the same standards of this system if the unit member retires under the Alternate Benefit Program (TIAA-CREF).
- (d) Payment requires a one year prior written notification (or a (6) month prior written notice for those members retiring July 1, 1986 as an exception to (b) above).

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

14.3 The unit member may elect to defer the retirement "bonus" compensation up to 12 months.

ARTICLE XV

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Grievance Procedure

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15.1 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:

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

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(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.

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

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(d) If the Grievant is not satisfied with the disposition of the grievance by the President of the College 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 non-tenured unit members shall be handled per Article V Section 5.3.

(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 or she shall be restored to his or her former position with full reimbursement of all professional 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.

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

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

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

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

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

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

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15.2 Formal Grievance Procedure Form

NAME _____

POSITION _____

DATE OF GRIEVANCE _____

DATE OF FILING _____

NATURE OF GRIEVANCE:

PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:

SIGNATURE _____

DATE RECEIVED BY PRESIDENT _____

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DATE OF MEETING WITH GRIEVANT _____

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DISPOSITION:

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DATE: _____ SIGNATURE _____

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DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES _____

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DATE GRIEVANCE ALLOWED _____

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DATE OF HEARING _____

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DISPOSITION:

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DATE: _____ SIGNATURE _____

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ARTICLE XVI

Duration of Agreement

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

16.2 This Agreement shall be effective for a period of two (2) years starting with the date of signing through June 30, 1987 subject to the following:

(a) During the month of October 1986 either party may notify the other in writing of its desire to reopen the Agreement for negotiations for the subsequent year. Within thirty days of such notice, the duly authorized representatives designated by the parties will meet.

(b) Salary adjustments for 1985-86 shall be retroactive to July 1, 1985.

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

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

by [Signature]
Chairperson, Board of Trustees

by Virginia A. Scott
Secretary, Board of Trustees

by [Signature]
President, Federation of Teachers

by Barbara J. Braun
Secretary, Federation of Teachers

by Thomas J. McCormack

by W. Roy Kohler

by Barbara Heistest

by Jane Sweeten

Oct. 23, 1985
Dated

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APPENDIX A

SALARY SCHEDULE

10 Month Employees

	<u>INSTRUCTOR II</u>	<u>INSTRUCTOR I</u>	<u>ASSISTANT</u>	<u>ASSOCIATE</u>	<u>PROFESSOR</u>
<u>1985-86</u>					
Minimum	20,500	21,500	23,000	25,000	27,500
Maximum	28,000	32,000	34,500	36,000	38,000
<u>1986-87</u>					
Minimum	21,500	24,000	26,000	28,500	31,000
Maximum	30,000	34,000	37,000	40,000	42,000
Rank Increments	360	412	463	515	566

Overload Rate: \$400 for 1985-86 and \$415 for 1986-87 per contact hour

Promotion Factor: \$400.00 and increment differential appropriate to new rank for 1985-86 and 1986-87.

NOTES:

1. Faculty Program Coordinators

Annual compensation for Faculty Program Coordinators if the position continues is determined in the following manner:

- a. Three (3) equalized contact hours (ECH)
- and
- b. for 1985-86: \$400 for 1 to 5.99 FTEF* or \$750 for 6 to 10.99 FTEF or \$1,100 for 11+ FTEF
- c. for 1986-87: \$425 for 1 to 5.99 FTEF or \$775 for 6 to 10.99 FTEF or \$1,125 for 11+ FTEF

* Full-time faculty equivalent equals full-time faculty members plus unduplicated adjuncts divided by 5.

Note: An appointed or elected coordinator may apply ECH to base load.

2. Academic Advisors

Annual compensation for Academic Advisors if the position continues is determined in the following manner:

- a. Three (3) equalized contact hours (ECH) for up to 50 students.
- b. One (1) additional ECH for 51 to 60 students.
- c. One (1) additional ECH for 61 to 70 students.

3. Coop Study/Telecourses/Independent Study

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

	<u>Number of Enrolled Students*</u>	<u>Base Rate</u>	<u>+ Stipend per Student</u>
a.	1 - 15	200	33
b.	16 - 30	350	33

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

4. Coordinator for Security Services

Annual compensation for service as Coordinator for Security Services if the position continues is determined in the following manner:

a.	Fall Semester	-	3 equalized contact hours (ECH)
b.	Spring Semester	-	3 equalized contact hours (ECH)
c.	Summer	-	\$1,155

HPER FACULTY COACHING COMPENSATION 1985-87

APPENDIX C

<u>POSITION</u>	<u>EQUALIZED CONTACT HOUR</u>
Baseball	6
Assistant Baseball	2
Basketball (M)	6
Assistant Basketball (M)	2
Cross Country	3
Assistant Cross Country	1.5
Golf	3
Soccer	6
Assistant Soccer	2
Tennis (M)	3
Tennis (W)	3
Volleyball (W)	3
Wrestling	6
Assistant Wrestling	2
Track (Outdoor)	6
Assistant Track (Outdoor)	3
Track (Indoor)	3
Assistant Track (Indoor)	1.5
Basketball (W)	4
Assistant Basketball (W)	2

- NOTE: 1. Recreation/Intramural sports activities shall be convertible to contact hours during 1985-87 on the basis of two (2) clock hours for each equalized contact hour.
2. Each HPER faculty member's contact hour is equal to fifty minutes.