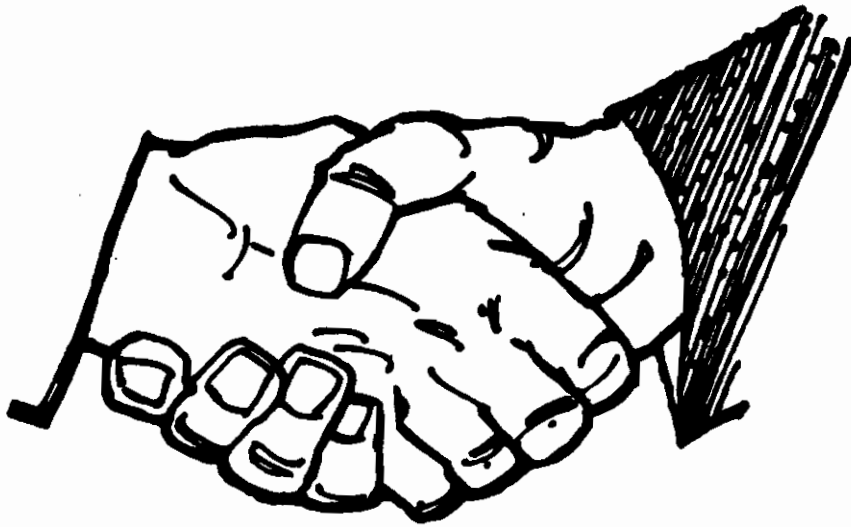

Agreement

1989 - 1992

between
THE BOARD OF TRUSTEES
of
GLOUCESTER COUNTY COLLEGE
and
THE DIRECTORS GROUP
WHICH IS AFFILIATED WITH
IUE, AFL-CIO, LOCAL 442



**Gloucester
County College**

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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 Directors Group which is affiliated with I.U.E,

AFL-CIO, Local 442

This Agreement entered into this November 29, 1989,
by and between the Board of Trustees of Gloucester County College,
hereinafter called the Board, and the Directors Group, which is affil-
iated with IUE, AFL-CIO, Local 442, hereinafter called the Directors
Group, represents a complete agreement between the parties, and pro-
vides that:

1.1 Board Recognition

The Board hereby recognizes the IUE, AFL-CIO, Local 442, as the
sole and exclusive negotiation representative for all Gloucester
County College Directors. The term "Director," when used here and
after in this Agreement, shall refer to all members of the des-
ignated bargaining unit and reference shall include both male and
female.

1.2 Contrary to Law

If any provision of this Agreement or any application of the
Agreement to any employee or group of employees shall be found
contrary to law, then such provision or application shall be void,

but all other provisions or applications of this Agreement shall
continue in full force and effect.

1.3 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 Directors Group, and if ratified,
become part of the Agreement.

1.4 Released Time for Negotiations

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

1.5 Budget Information

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

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

1.6 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 representa-
tives 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.

1.7 Copies of Agreement

Copies of this Agreement shall be reproduced by the Board and distributed to all members of the Directors Group now employed or hereafter employed by the Board for the duration of this Agreement. The Board will supply ten copies to the Directors Group. Bona fide candidates for employment shall be given a copy of the Agreement when the individual is given a Notice of Appointment.

1.8 Continuing Consultation

The Directors Group will meet with the President and appropriate administrators, once a year, to discuss administration of this Agreement and/or concerns of mutual interest.

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ARTICLE II

Rights of Parties

2.1 Right to Organize

Nothing contained herein shall be construed to deny or restrict the rights of 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 Directors Group.

2.2 Right to Negotiate

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

2.3 Union Business

Duly authorized representatives of the Directors Group shall be permitted to transact official Union 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 members' duties. No charge shall be made for the Union's use of college facilities.

2.4 Use of Facilities and Equipment

The Directors Group 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 or his designees. No equipment shall be removed from the premises without written permission. Payment shall be

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

2.5 Board's Authority

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

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ARTICLE III

Directors' Assignments and Responsibilities

3.1 Holidays

Holidays for the period of the agreement shall be determined by action of the Board as noted on the Board's adopted yearly calendar.

3.2 Directors' Working Hours

(a) The usual work week for Directors shall be 40 hours over a five consecutive day period, including a one-hour lunch period daily.

(b) It is recognized that Director Group members are required to perform services that may be beyond that which would normally be accomplished within the usual work week. In such situations, compensatory time shall be granted. In all cases, compensatory time must be used within the same fiscal year.

3.3 Authorized Off-Campus Assignments

If a Director 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 specified auto mileage reimbursement. If the College requests that the member use his/her own transportation, he or she shall be reimbursed at the rate of twenty-two cents per mile. The College shall provide liability insurance of at least \$300,000 whenever the member is required to drive on such College business.

3.4 Attendance at College Functions

Attendance by 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 member.

3.5 College Handbooks

The College Handbook will not conflict with the terms and con-
ditions specified in this Agreement and nothing herein precludes a
member from submitting suggestions.

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ARTICLE IV

Personnel Files

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

- (1) Personnel information;
- (2) Information relating to the employee's accomplishments submitted by the employee or placed in the file at his request;
- (3) Records generated by the College;
- (4) Job description; and
- (5) Information indicating special achievements, research, performance and contributions; and

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

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

(d) The administrator in charge will be responsible for the safekeeping of the personnel files.

(e) Unit members shall be shown material to be placed in their file and shall acknowledge by signature having seen same. 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 within five (5) days after reviewing such material.

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

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

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ARTICLE V

Contracts, Dismissals and Vacancies

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

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

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

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

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

5.2 Recommendations for Promotion

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

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ARTICLE VI

Group Health Insurance

6.1 Medical Insurance

The Board or Trustees shall provide for each member full family coverage under Hospital Service Plan of New Jersey (Blue Cross, UCR Blue Shield, Rider "J" and Major Medical).

6.2 Prescription Plan

Each member shall continue to receive Board initiated and funded Blue Cross of New Jersey Prescription Plan (\$1.00 CoPay).

6.3 Dental Insurance

Full family dental insurance shall be provided to each Director member in accordance with the provisions of the current master policy (Delta Dental Plan of N.J.).

6.4 Insurance Carriers

The Board reserves the right to change insurance carriers and/or self-insure so long as substantially similar benefits are provided. In the event the Board decides to change insurance carriers and/or self-insure, the matter will first be discussed with representatives of the Union prior to any change, and if the Union does not agree that the benefits to be provided are by the new carrier or through self-insurance are substantially similar, the Union may file for arbitration within fifteen (15) calendar days from notification by the Board of its intention to change carriers of self-insure. The parties agree that any change will not include compensation for a less expensive plan(s).

6.5 Retiree Coverage

All unit members covered by this agreement on their retirement

from the College shall be eligible for all health insurance coverage currently in force at the member's (or spouse's) expense and at no cost to the College. In addition, effective July 1, 1987 future retirees (as defined in Article 12.1) shall be provided insurance coverage at the Board of Trustees expense as stated hereinafter. Such retirement benefit shall be operative with the effective date of reception of N.J. retirement benefits or TIAA/CREF using the same standards.

- (a) July 1, 1987 - single coverage basic health insurance.
- (b) July 1, 1987 - single coverage prescription insurance.
- (c) July 1, 1988 - single coverage dental insurance.
- (d) July 1, 1990 - retiree and spousal coverage for basic health insurance, prescription and dental.

ARTICLE VII

Directors' Salaries and Deductions

7.1 Salary

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

7.2 Requests for Deductions

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
- (f) Such other as shall be mutually agreed upon by the Directors Group and the Board

7.3 Representation Fee for Non-members

(a) The Union 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 employees' pay a representation fee equal to 85% of the amount set for unit members. (This amount will be determined by the Union Treasurer, 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. 1
It is further understood that once the funds deducted are remitted 2
to the Union, the disposition of such funds thereafter shall be 3
the sole and exclusive obligation and responsibility of the Union. 4
(c) The Union shall indemnify and save the Board (and College) 5
harmless against any and all claims, demands, suits or other forms 6
of liability including reasonable legal and/or representation fees 7
resulting from any of the provisions of this Article or in reli- 8
ance on any list, notice or assignment furnished under this 9
Article. 10
(d) The Union agrees that it has established or will establish a 11
procedure by which a non-member employee in the unit can challenge 12
the representation fee in accordance with N.J.S.A. 34: 13A-5.6. 13
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ARTICLE VIII

Paid Leaves of Absence

8.1 Sick Leave

Members, steadily employed by the Board of Trustees, shall be allowed sick leave with full pay for a period of twelve days in any fiscal 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.

8.2 Bereavement

(a) A paid bereavement leave of four days maximum will be allowed for each death in the immediate family. Such leave will include the day of death and/or the day of the funeral and no more than (2) days immediately subsequent thereto. 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.

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

8.3 Personal Leave

Unit members may be granted three (3) 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

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

Request for such leave shall be in writing not less than five (5) days in advance, except in the case of an emergency. In a personal emergency situation the employee shall notify the Supervisor as soon as possible.

(e) In cases where there is a life threatening illness of a unit member's spouse or child a maximum of six (6) personal days may be utilized provided such illness is certified by an attending physician and further provided that the unit member has unused personal leave days from the prior three years.

8.4 Sabbatical Leaves

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

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

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

(c) Application shall be submitted to the President.

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

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

1989-90	½ year	60%
	1 year	60%
1990-91	½ year	80%
	1 year	60%
1991-92	½ year	100%
	1 year	60%

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

ARTICLE IX

Unpaid Leaves of Absence

9.1 Applications for Unpaid Leave

Applications for unpaid leaves of absence, other than child rearing, must be made in writing not less than one semester prior to the effective date of such leave; notice to return must be made in writing not less than one semester prior to the date of return.

9.2 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 academic year. During such leave benefits shall be frozen.

9.3 Leave for Personal Reasons

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

9.4 Leave for Professional Services

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

9.5 Leave for Advanced Study

Leave for advanced study in the member's field will be granted for one year.

9.6 Leave for Fulbright or Exchange Program

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

9.7 Unpaid Leave Benefits

If legal and subject to the benefit plan, the Board shall permit members on unpaid leaves of absence to continue any and all benefits at their own expense. In addition, tuition waiver will be granted in accordance with Article X, paragraph 10.1, while on an approved unpaid leave of absence.

ARTICLE X

Directors' Privileges

10.1 Tuition Waiver

Subject to meeting entrance requirements, each unit member, his/her spouse and children through age twenty-three (23) during 1989/90; through age twenty-four (24) during 1990/91; and through age twenty-five (25) during 1991/92 will be granted waiver of tuition and activity fee to credit and non-credit courses at the College. In any instance in which the agreement with a co-sponsoring organization for an offering prohibits access to courses, that agreement with the co-sponsor shall govern.

10.2 Early Childhood Education Center

Members will be granted the privilege to use 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.

10.3 Tuition Reimbursement

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

- (a) Courses must be submitted at least ten (10) days prior to matriculation in such course(s) and are subject to approval by the President or his designee.
- (b) Upon successful completion of graduate course work, reimbursement will be made at the prevailing Rutgers graduate liberal arts rate on a per credit basis. 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
designee of beneficial undergraduate courses.

10.4 Parking

A reserved parking area for members shall be provided.

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ARTICLE XI

Vacation for Directors

11.1 Vacation

Each member shall earn pro rata twenty-two (22) vacation days per year. A total of ten vacation days may be carried into the subsequent fiscal year. Vacation time may be carried into the subsequent fiscal year except that no more than twelve days may be carried beyond October 15th of such subsequent fiscal year.

11.2 Vacation Schedule

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

11.3 Termination Pay

If at the time of termination of employment a Director has accumulated vacation time, he/she shall be compensated for it up to $\frac{30 \text{ days}}{260 \text{ days}} \times \text{base salary}$.
(5 x 52)

ARTICLE XII

Retirement "Bonus"

12.1 A retirement "bonus" shall be: (1) effective July 1, 1989 based on a payment of \$75 per accumulated sick leave day; and (2) effective July 1, 1991 based on a payment of \$80 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).

12.2 If the years of a unit member'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.

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

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ARTICLE XIII

Grievance Procedure

13.1 A grievance is a claim or complaint by a unit member or a group of unit members of the Directors Group, 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 of the Directors Group believes there is a basis for a grievance, it shall:

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

(b) If, as a result of the informal discussion a grievance is unresolved, the Grievant may invoke the formal grievance procedure on the form required, signed by the Grievant. A formal grievance shall be filed with the employee's immediate supervisor within twenty-eight (28) days of the occurrence or thereafter be barred. Two copies of the grievance shall be filed with the President of the College or a representative designated by him.

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

(d) If the Grievant is not satisfied with the disposition of the grievance by the President or his designee or if no disposition has been made within the time limits in paragraph (c), the grievance shall be transmitted to the Board of Trustees by the Grievant by filing a written copy thereof with the Secretary of said Board. The Board shall, within five calendar weeks of the date of filing, either allow the grievance or hold a hearing on the grievance. No later than one calendar week thereafter, the Board of Trustees shall indicate its disposition of the grievance, in writing, to the Directors Group.

(e) If the Union 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, 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 Union 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. No more than one (1) substantive issue may be submitted to the arbitrator at any proceeding unless agreed to in writing by both parties.

(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 Directors Group shall pay the entire cost of fees and expenses of the arbitrator.

(h) The arbitrator shall submit a written decision within thirty (30) days of the close of the hearing setting forth his findings of fact, reasoning and conclusions on the issue submitted.

(i) 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.

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

(k) 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.

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

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

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

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13.2 Formal Grievance Procedure Form

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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 XIV

Duration of Agreement

14.1 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.

14.2 This Agreement shall be effective starting with the date of signing through June 30, 1992, subject to the following:

- (a) During the month of October 1991 either party may notify the other in writing of its desire to terminate, modify or supplement this Agreement. Within thirty days of such notice, the duly authorized representatives designated by the parties will meet to commence such negotiations.
- (b) Salary adjustments for 1989-90 shall be retroactive to July 1, 1989.
- (c) Each unit member will receive a 9% increase in each of the contract years.

by Kenneth A. DeRogio
Chairperson, Board of Trustees

by Arthur Dorst
International Representative,
IUE, AFL-CIO

by Stephen J. Scott
Secretary, Board of Trustees

by Paul J. [Signature]
President, Local 442, IUE, AFL-CIO

by Leon D. [Signature]

by _____

Dated November 29, 1954

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by Kenneth A. DeGuzis
Chairperson, Board of Trustees

by Arthur Dorst
International Representative,
IUE, AFL-CIO

by Theresa M. Scott
Secretary, Board of Trustees

by Paul J. Harnett
President, Local 442, IUE, AFL-CIO

by Leon D. Huppel

by _____

Dated November 29, 1959

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APPENDIX A 1
 GLOUCESTER COUNTY COLLEGE 2
 SALARY SCHEDULE 3
 DIRECTORS GROUP 4
 TWELVE MONTH EMPLOYEES 5

	<u>Minimum</u>	<u>Maximum</u>	
<u>1989-90</u>			6
Level I	\$26,855	\$46,435	7
Level II	23,930	43,055	8
 			9
<u>1990-91</u>			10
Level I	28,065	50,615	11
Level II	25,010	46,930	12
 			13
<u>1991-92</u>			14
Level I	29,330	55,170	15
Level II	26,135	51,155	16

- Notes: 17
1. Level I positions: 18
 - Director, Student Development 19
 - Director, Library/Media Services 20
 - Director, Enrollment Service 21
 2. Level II positions: 22
 - All others 23