

Agreement between
The Board of Trustees
of Gloucester County College

and

The Gloucester County College
Education Association Support Staff Group
(Regular Part-Time Employees)
which is affiliated with the
New Jersey Education Association

2004-2007

Effective July 1, 2004

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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 1974, Chapter 123 of the State of New Jersey

5 and

6 Gloucester County College Education Association Support Staff Association (Representing Regular
7 Part-Time Employees) affiliated with the New Jersey Education Association.

8
9 This Agreement entered into this July 1, 2004 by and between the Board of Trustees of Gloucester
10 County College, hereinafter called the Board, and the Gloucester County College Education
11 Association Support Staff Association (representing Regular Part-Time Employees), hereinafter
12 called the Part-time Support Staff Association, represents a complete agreement between the
13 parties.

1 **ARTICLE I**

2 **GENERAL CONDITIONS**

3 1.1 **Purpose**

4 It is the intent and purpose of the parties hereto to set forth herein the Agreement covering
5 wages, terms and conditions of employment to be observed by the parties hereto and to
6 secure closer and more harmonious relations between said parties.

7 1.2 **Recognition**

8 The Board recognizes New Jersey Education Association, on behalf of the Clerical
9 Employees of Gloucester County College, as the exclusive bargaining agent for regular part-
10 time employees in secretarial, clerical and telephone operator categories for the purpose of
11 collective bargaining in respect to wages, hours and conditions of employment.

12 The term "employees" as used in this agreement shall include:

- 13 (a) All employees recognized by the PERC determination of September 14, 2001 and
14 subsequently agreed upon as members by both the Association and the College as
15 shown in Appendix A; and
16 (b) All regular part-timers hired after the ratification of this contract who work 20 or
17 more hours a week.

18 This agreement shall not cover temporary, occasional or seasonal part-time employees.
19

1 1.3 Contrary To Law

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

6

1 **ARTICLE II**

2 **RIGHTS OF PARTIES**

3 2.1 **Right to Organize**

4 All present and newly hired employees covered by this Agreement may on the ninetieth
5 (90th) calendar day of employment, or ninety (90) days after the effective date of this
6 Agreement whichever is the later, become members in good standing of the Association and
7 may maintain membership in the Association during the life of this agreement. Any
8 employee who is terminated during the first 90 working days of employment is not eligible
9 for the grievance procedure of this agreement.

10 2.2 **Discrimination**

11 There shall be no discrimination, interference, restraining, intimidation or coercion by the
12 Board and its agents or representatives or by the Association and its representatives against
13 any of the employees covered under this Agreement because of their membership or non-
14 membership in the Association or because of any lawful activities by such employees on
15 behalf of the Association. The Association, its members and agents, shall not discriminate
16 against, interfere with, restrain or coerce any employees covered under this Agreement who
17 are not members of the Association.

18 2.3 **Rights and Function of Management**

19 Subject to the provisions of this Agreement, the Association agrees that supervision,
20 management and control of Gloucester County College operations are exclusively the
21 function of the administration and the Board and that the Board has the right to make such

1 reasonable rules and regulations as it considers necessary or advisable for the orderly and
2 efficient conduct of its operations.

3 The Board hereby retains and reserves onto itself, all powers, rights, authority, duties and
4 responsibilities conferred upon and vested in it prior to the signing of this Agreement, by
5 the laws and the constitutions of the State of New Jersey and the United States including,
6 but not limited to the following rights:

7 (a) The executive management and administrative control of Gloucester
8 County College and its properties and facilities and activities of its
9 employees by utilizing personnel, methods, and means of the most
10 appropriate and efficient manner possible, as may, from time to time, be
11 determined by the Employer.

12 (b) To insure compliance with all state and federal laws and regulations
13 governing the operations of the Employer's facility.

14 (c) To make, maintain, and amend such reasonable rules and regulations as
15 it may from time to time deem best for the purposes of maintaining order,
16 the safety of students, employees, and guests and to require compliance by
17 employees.

18 (d) To hire all employees, to determine their qualifications and conditions
19 of continued employment, to set their assignment, and to promote and
20 transfer employees.

1 (e) To decide the number and types of employees needed for any particular
2 time and or task and to be in sole charge of the quantity of the work
3 required.

4 (f) To suspend, demote, discharge or take any other appropriate
5 disciplinary action against any employee for just cause according to the
6 law and the provision of the collective bargaining agreement.

7 (g) To lay off employees in the event of lack of work or funds or under
8 conditions where continuation of such work would be inefficient and non-
9 productive or for other legitimate reason according to the provisions of
10 this collective bargaining agreement.

11 (h) The above is subject to the law and the provision of the collective
12 bargaining agreement.

13 The exercise by the Board of any one or more of its prerogatives, as set forth above, shall
14 not at any time be subject to collective bargaining as provided in the Agreement; subject
15 always to the right of the Association to bargain collectively with the Board with respect to
16 salaries, grievances, and other conditions of employment, referred to in the Agreement. The
17 Board retains all rights not specifically conferred upon the Association.

18 2.4 Checkoff

19 For the duration of this Agreement, the College shall deduct the monthly Association dues
20 and initiation fees, if payment is payable, on a pro-rata bi-weekly basis, for those employees
21 in the bargaining Association whose written and signed authorization has been obtained by

1 the Association and forwarded to the Office of Human Resources of Gloucester County
2 College.

3 The College shall forward a check for the total of such deductions to the Financial Secretary
4 of the Association by the 15th day of the month following the month for which deductions
5 are made. The following dues deduction authorization shall be in the form as indicated on
6 Appendix I.

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

11 2.5 Representation Fee for Non-Members

12 (a) The Association President shall submit to Human Resources a list of names of
13 employees covered by this contract who are not currently dues paying members.

14 The College, in compliance with State law and this agreement, will deduct a
15 representation fee equal to a percentage of the regular dues as certified on an annual basis
16 by the Union, which shall be remitted to the Union in the same manner as dues.

17 In the case of newly hired employees, deduction of representation fees will begin with
18 the next paycheck following submission of dues check off card or, in lue thereof, with
19 the next paycheck following a written request by the union to withhold.

20 (b) It is agreed by the parties to this Agreement that the Board shall have no other
21 obligation or liability, financial or otherwise, (other than set forth herein) because of

1 actions arising out of the understandings expressed in the language of this Article. It
2 is further understood that once the funds deducted are remitted to the Association,
3 the disposition of such funds thereafter shall be the sole and exclusive obligation
4 and responsibility of the Association.

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

8 2.6 Bulletin Boards

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

11 2.7 Association Visitation

12 Officers or representatives of the NJEA shall, upon notice to the President of the College or
13 his/her designee, be admitted to the College during working hours for the purpose of
14 ascertaining whether or not this Agreement is being observed by the parties or for assisting
15 in the adjustment of grievances.

1 **ARTICLE III**

2 **HOURS AND OVERTIME COMPENSATION**

3 3.1 **Work Week**

4 Each Office Assistant shall have an established work schedule with established
5 uncompensated lunch and break periods as appropriate. An employee must call in prior
6 to an absence for any scheduled workday and must schedule any unpaid leave time in
7 advance with a supervisor.

8 3.2 **Compensation**

9 Each Office Assistant will be paid on an hourly basis and must earn time in no less than
10 ½ hour increments. Employees who work over 40 hours will receive 1½ times paid
11 compensation. No compensatory time will be permitted for part-time employees, unless
12 under the Christmas compensation provision.

13 3.3 **Winter Recess Compensation**

14 Assuming that the College continues to offer full-time employees the opportunity to earn
15 compensatory time for use during the Winter Recess period, the College shall offer the
16 part-time employees the ability to participate in a similar program on an individual and
17 voluntary basis. Specifically, the College will permit an Office Assistant to defer
18 compensation until the Winter Recess period, so that he/she can retain his/her normal
19 weekly wages for the week of Winter Recess, as long as this practice is in accordance
20 with federal or state statutes and regulations.

1 Any additional hours offered to an Office Assistant under this provision must be approved
2 in advance by the Supervisor.

3 3.4 Emergency Closing

4 Office Assistants who are scheduled to work but directed not to report to work due to
5 inclement weather or another emergency situation will be credited with one hour of pay for
6 each hour that he/she is scheduled to work. Employees who are officially dismissed early
7 due to weather or any other situation will be paid for their entire scheduled workday.

8 3.5 Notification of Change

9 The Association shall be notified of any proposed permanent change in a member's
10 working schedule. Any differences or disputes concerning any such proposed changes shall
11 be handled through the grievance procedure. Except in unusual circumstances when it
12 cannot be anticipated, an Association member will be notified at least one week in advance
13 of a permanent reassignment of duties.

1 **ARTICLE IV**

2 **PERSONNEL FILES**

3 4.1 **Personnel Files**

4 (a) The College shall maintain a Personnel File on each employee which shall include,
5 but not be limited to, the following:

- 6 1. Personnel information;
- 7 2. Information relating to the employee's accomplishments submitted by the
8 employee or placed in the file at his/her request;
- 9 3. Records generated by the College;
- 10 4. Job description;
- 11 5. Disciplinary action notices and
- 12 6. Information indicating special achievements, performance and
13 contributions.

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

18 (c) Human Resources will be responsible for the safekeeping of the Personnel Files.

19 (e) Unit members shall be shown material to be placed in their Personnel File and shall
20 acknowledge by signature having seen same. Such acknowledgment shall not
21 necessarily indicate agreement with the material. Unit members shall have the right

1 to respond to any material placed in the file within five (5) days after reviewing such
2 material.

3 (f) Personnel Files will be available to the appropriate personnel and Board members
4 when matters of promotion, retention and performance are under discussion.

5 (g) No employee will be disciplined, reprimanded, or have his/her compensation
6 reduced without just cause.

7 4.2 Response to Evaluation

8 When an employee receives a written evaluation or letter of discipline, then the employee,
9 within five (5) calendar days, may provide his/her immediate supervisor with a written
10 response and the response will also be incorporated into the employee's Personnel File.

11

1 **ARTICLE V**

2 **SENIORITY**

3 5.1 **Definition**

4 Seniority shall be defined as the employee's length of continuous service beginning with the
5 original date of reporting to work in the bargaining unit. For purposes of determining
6 Seniority, continuous service will be suspended if an employee has a break in service of
7 30 or more working days.

8 5.2 **Hiring**

9 All regular part-time employees shall be hired as an "Office Assistant" by the Board of
10 Trustees. All existing employees of this unit meeting the condition of 1.2(b) will be
11 certified as officially hired by the Board of Trustees with the Board of Trustees' approval of
12 this Agreement. Any Office Assistant position will first be advertised internally for five
13 working days and can be filled on a seniority basis by existing qualified Office Assistants.
14 If no Office Assistant is interested, the position will be advertised externally.

15 5.3 **Layoff**

16 The College will provide an employee with not less than 2 weeks notice of a layoff. An
17 employee may bump an Office Assistant with lesser seniority as long as he/she is
18 qualified for the position and can work the scheduled hours for that position. To the
19 extent possible, the "bumping" will be managed so that the senior employee retains
20 similar total scheduled hours.

1 5.4 Reduction in Hours

2 The college will provide an employee with not less than 2 weeks notice if his/her hours
3 are to be permanently reduced. An employee may elect to bump an Office Assistant with
4 lesser seniority as long as he/she is qualified for the position and can work the scheduled
5 hours for that position. To the extent possible, the “bumping” will be managed so that
6 the senior employee retains similar total scheduled hours.

7 5.5 Termination

8 Seniority shall cease upon voluntary termination or discharge for just cause. The
9 Association President shall be notified immediately of all discharges.

10

1 **ARTICLE VI**

2 **EMPLOYEE BENEFITS**

3 6.1 **Personal Time Off**

4 Office Assistants shall receive 22 hours in personal time off per year. Beginning July 1,
5 2005 personal time off hours will be 24 hours per year. Beginning July 1, 2006 the
6 personal time off hours will be 26 hours per year. Personal time off can be used for sick
7 leave, holiday, vacation or personal days. Personal time off will be credited to the employee
8 on a pro-rated basis from the time of employment for new employees starting other than the
9 start of the College fiscal year. Personal time off may accrue to the next fiscal year. Sick
10 leave is subject to medical verification if requested by Human Resources.

11 6.2 **Family Illness**

12 In addition to personal illness, an employee may use sick leave to cover an absence due to a
13 serious illness or injury of an immediate family member (father, mother, spouse, and
14 children) or contagious disease among any person residing in the employee's household.

15 6.3 **Holidays**

16 Commencing on July 1, 2002, an Office Assistant will receive straight pay on holidays for
17 the hours that he/she is scheduled to work on any or all of the following seven holidays:

18 Christmas

19 New Year's Day

20 Martin Luther King's Birthday

21 Memorial Day

1 Fourth of July

2 Labor Day

3 Thanksgiving

4 Example: If Christmas Day falls on a Monday and the employee is normally scheduled to
5 work four hours on a Monday, then the employee shall receive four hours of straight time
6 holiday pay for this holiday.

7 6.4 Bereavement

8 A paid bereavement leave of two (2) days maximum will be allowed for each death in the
9 immediate family for the period covering up to seven days from the date of the death.
10 Family shall mean: father, mother, siblings, wife, husband, children, stepchildren,
11 grandchildren, grandparents, mother-in-law, and father-in-law.

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

16 6.5 Tuition Waiver

17 Following the close of registration for both full and part-time students, employees will be
18 granted entrance, credit and waiver of tuition and activity fee to any class still open.

19 6.6 Education Attainment Award

20 Upon the attainment of an Associates Degree, a unit member will receive one time \$250
21 cash bonus added to the unit member's base pay.

1 6.7 Worker's Compensation

2 All Office Assistants are covered under College's worker's compensation policy.

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1 **ARTICLE VII**

2 **GRIEVANCE PROCEDURE**

3 7.1 **Definition**

4 A “grievance” is a claim by an employee, employees or the Association based upon the
5 interpretation, application or violation of this Agreement, policies or administrative
6 decisions affecting an employee or group of employees, except that an appeal to subsequent
7 arbitration may only be based upon violation of the expressed terms of this contract.

8 A “grievant” shall refer to the employee or employees or the Association making the claim
9 on behalf of the employee or group of employees or the Association on behalf of itself.

10 7.2 **Steps**

11 The procedure for handling a grievance is outlined below. The purpose of this procedure is
12 to secure, at the lowest level, an equitable solution to the claim. Both parties agree that
13 proceedings will be kept as informal and confidential as may be appropriate at any level of
14 the procedure. The number of days indicated at each level should be considered as a
15 maximum, with every effort made to expedite the process. The time limits specified may,
16 however, be extended by mutual agreement.

17 **Step 1:** A grievant shall meet to discuss a grievance with his/her immediate
18 supervisor within twenty- five (25) working days of the occurrence or thereafter
19 be barred. The Association’s designated representative may be present at this
20 meeting, if requested. The immediate supervisor shall respond to the grievance
21 as soon as possible but not later than five working days from the date that the

1 grievance was discussed. If the immediate supervisor's answer does not resolve
2 the grievance and the employee chooses to pursue the matter further, the grievant
3 shall submit the grievance in writing using the Formal Grievance Procedure Form.

4 This form shall be submitted within five (5) working days from receipt of the
5 Supervisor's response and shall set forth the facts upon which the grievance is
6 based, the section(s) of the agreement where the employee's rights are alleged to
7 have been violated and the remedy or correction sought. As a result of this action,
8 the grievance shall be referred to Step 2.

9 Step 2: If no satisfactory response is received within five (5) working days, the
10 Association representative (or designee) on the one hand and the President (or
11 designee) and the immediate supervisor on the other hand shall meet and discuss
12 the grievance. If no satisfactory agreement is reached between them within five
13 (5) working days of receipt of the grievance form, the matter will be referred to
14 Step 3.

15 Step 3: A Grievance Committee, comprising the Association representative or
16 designee on the one hand and the President of the College (or designee) on the
17 other hand, shall meet in an effort to resolve the grievance. If no satisfactory
18 agreement is reached between them within five (5) working days of receipt of the
19 grievance, the matter shall be referred to Step 4.

20 Step 4: The Grievant shall submit a written copy of the grievance to the Board of
21 Trustees (or designees) through the Secretary of the Board within ten days of the

1 Committee meeting. The Board shall, within (20) working days of the date of
2 filing, either allow the grievance or form a committee and hold a hearing on the
3 grievance. Should a hearing be held, the Grievant shall be notified in writing no
4 later than five working days after the hearing of the recommendation from the
5 committee. The Board of Trustees shall publicly indicate its disposition of the
6 grievance at its next regularly scheduled meeting after notification to the Grievant.

7 Step 5: All differences, disputes or grievances between the parties that are not
8 satisfactorily settled after the steps indicated above shall, at the request of the
9 Association, be submitted to arbitration within fifteen (15) working days to the
10 Public Employment Relations Commission (PERC). The rules of that agency shall
11 apply. Neither the Board nor the Association shall be permitted to assert in such
12 arbitration proceeding any ground or to rely on any evidence not previously
13 disclosed to the other party. The arbitrator shall have no power to alter, add to or
14 subtract from the terms of this agreement. No more than one (1) substantive issue
15 may be submitted to the arbitrator at any proceeding unless agreed to in writing by
16 both parties.

17 The arbitrator shall submit a written decision within thirty (30) days of the close of
18 the hearing setting forth his findings of fact, reasoning and conclusions on the issue
19 submitted. Acknowledging binding arbitration as the means of resolution for any
20 dispute arising under the terms of this Agreement, the Association and all Facilities
21 employees shall not cause, engage in, or sanction any strike, slow-down, or other

1 concerted action for the duration of this Agreement because of any dispute or
2 disagreement between the College, or its representatives, and the Union, or any and
3 all custodial and maintenance employees, or between any other persons, or other
4 employees or organizations who are not signatory parties to this Agreement.

5 7.3 Conditions

- 6 (a) Human Resources shall report all disciplinary actions taken against any
7 bargaining unit member to the President of the Association. The name of the
8 disciplined employee shall only be included with their written
9 consent.
- 10 (b) All time spent, during normal working hours, in the adjustment of grievances and
11 arbitration will be paid at straight time.
- 12 (c) The Union and the Board shall share equally the arbitrator's fee and expenses.
- 13 (d) The Union and the Board shall have the right to bring in the aggrieved person(s) in
14 any of the above steps of the grievance procedure as outlined above.
- 15 (e) Anything to the contrary notwithstanding, any challenge to the propriety of a
16 discharge must be filed in writing to the Board within five (5) working days from
17 the date of the discharge or the same will be deemed to have been waived.
- 18 (f) A grievance may be withdrawn at any level.
- 19

1 7.4 Formal Grievance Procedure Form

2 NAME_____

3 POSITION_____

4 DATE OF GRIEVANCE_____

5 DATE OF FILING_____

6 TERM(S) OF CONTRACT VIOLATED _____

7 NATURE OF GRIEVANCE:

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15 REMEDY SOUGHT BY GRIEVANT:

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21 SIGNATURE_____

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1 STEP 2

2 DATE FILED FOR STEP 2 HEARING: _____

3 DATE STEP 2 HEARING HELD: _____

4 STEP 2 DISPOSITION:

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6 SIGNATURE _____ DATE: _____

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8 STEP 3

9 DATE FILED FOR STEP 3 HEARING: _____

10 DATE STEP 3 HEARING HELD: _____

11 STEP 3 DISPOSITION:

12

13 SIGNATURE _____ DATE: _____

14

15 STEP 4

16 DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES _____

17 DATE GRIEVANCE ALLOWED _____ OR

18 DATE HEARING HELD _____

19 DISPOSITION:

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21 SIGNATURE _____ DATE: _____

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1 **ARTICLE VIII**

2 **SALARY SCHEDULE**

3 8.1 **Annual Salary**

4 The hourly rate for all Office Assistants shall be increased as follows:

5 July 1, 2004: \$.40

6 July 1, 2005: \$.40

7 July 1, 2006: \$.40

8 8.2 **Hiring Range**

9 The initial hiring range for Office Assistants shall be between \$7.50 and \$8.50 per hour.

10 8.3 **Job Descriptions**

11 All Office Assistants shall have job duties and job descriptions be established by
12 management. Any new or revised job description will be presented to the Association five
13 (5) working days before they are made effective.

14 8.4 **Probationary Period**

15 The probationary period for all Office Assistants will be 90 working days.

16

1 **ARTICLE IX**

2 **AGREEMENT TERMS**

3 9.1 **Scope of Agreement**

4 This Agreement incorporates the entire understanding of the parties on all matters which
5 were or could have been the subject of negotiation. During the term of this Agreement
6 neither party shall be required to negotiate with respect to any such matter whether or not
7 within the knowledge or contemplation of either or both of the parties at the time they
8 negotiated or executed this Agreement.

9 9.2 **Term and Notice**

10 This Agreement shall be effective July 1, 2004 through June 30, 2007. During October
11 2006, either party may give written notice to the other of its intention to terminate, modify,
12 or supplement this Agreement. Such negotiations for a subsequent Agreement shall
13 commence no later than fifteen (15) calendar days thereafter.

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BOARD OF TRUSTEES

GCCEA

On behalf of PART-TIME SUPPORT
STAFF EMPLOYEES

by _____

by _____

Chairperson, Board of Trustees

NJEA Representative

by _____

by _____

Secretary, Board of Trustees

President, GCCEA

DATED _____

by _____