

**COLLECTIVE AGREEMENT BY AND BETWEEN  
THE BOARD OF TRUSTEES OF BURLINGTON COUNTY COLLEGE  
AND  
THE BURLINGTON COUNTY COLLEGE  
INSTRUCTIONAL ASSISTANTS ORGANIZATION  
JULY 1, 1998 THROUGH JUNE 30, 2004**

**June 16, 1998**

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**ARTICLE ONE**  
**UNIT DEFINITION**

**Section 1:**

The Board hereby recognizes the Instructional Assistant Organization (IAO) as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all instructional assistants and counseling assistants whether under contract, on leave, or on an hourly basis, employed by Burlington County College, but excluding managerial, executives, police, faculty, staff, supervisors, craft employees, confidential employees, clerical employees, technical employees, and student employees.

**Section 2:**

Unless otherwise indicated, the term employee, when used hereinafter in this Agreement, shall refer to all employees represented by the IAO in the negotiating unit as defined above. The abbreviation IA shall be construed to mean Instructional Assistants and Counseling Assistants.

The term "Instructional Assistant" shall refer only to those employees who work under an IA job description.

**Section 3:    Definition of Supervisor**

The Executive or Administrative Staff Member to whom an employee is directly responsible under the table of organization prevailing at the College.

**ARTICLE TWO**

**POSITIONS ELIGIBLE FOR COVERAGE BY THIS AGREEMENT**

**Section 1: Full-Time Instructional Assistants**

All IA's who are under contract for eight (8), ten (10), or twelve (12) months and work thirty-five (35) hours per week.

**Section 2: Part-Time Instructional Assistants**

All IA's who are under contract for eight (8), ten (10), or twelve (12) months and work less than thirty-five (35) hours per week but at least twenty (20) hours per week. Specific numbers of hours for part-time IA's normal work schedules will be stipulated in individual employment contracts.

**ARTICLE THREE**  
**SCOPE OF AGREEMENT**

**Section 1: Entire Understanding**

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate on any such matter whether within the knowledge or contemplation of either party at the time this Agreement was negotiated, signed and ratified.

The Board agrees not to negotiate with any IA individually, or with any IA organization other than the Organization for the duration of this Agreement.

**Section 2: Modification**

Upon mutual consent of the parties hereto, a matter of significant impact on the entire college community may be discussed, and if, as a result of the discussion a significant change is agreed to, an amendment shall be reduced to writing and be submitted for ratification to the Board and the Organization and signed by both parties.

**Section 3: Conformity to Law**

Should any condition or provision of this Agreement be found to be in contravention of existing or future laws, statutes or regulations, then only the portion of the Agreement which becomes illegal or unenforceable thereby shall become null and void. All other conditions and provisions of the Agreement not specifically or indirectly rendered null and void shall remain in force and effect.

**Section 4: Negotiation Procedures for Successor Agreement**

1. The parties agree to enter into collective negotiations during the second week of February of the year prior to the expiration of the Agreement over a successor Agreement.
2. Any agreement so negotiated shall be:

- a. Reduced to writing
  - b. Submitted for ratification to the Board and the Organization
  - c. After ratification, formally adopted and signed by both parties.
3. During negotiations, the representatives shall present relevant data, exchange points of view, and make proposals and counter-proposals.
  4. The Board shall make available to the organization all pertinent records, data and information required by law to be made available to the public.
  5. Neither the Board nor the Organization shall have or exercise control over the selection of the negotiating representatives of the other party and it is mutually pledged that said representatives shall have all the necessary authority to make proposals; consider proposals, and make counter-proposals during negotiations.

**ARTICLE FOUR**  
**NON-DISCRIMINATION**

1. The provisions of this Agreement shall be applied equally to all employees.
2. The parties agree to adhere to applicable laws and regulations pertaining to non-discrimination.



**ARTICLE FIVE****ASSOCIATION RIGHTS AND RESPONSIBILITIES****Section 1: Official Business of IA Organization**

1. Authorized representatives of the Organization shall be permitted to transact official Organization business on college property at all reasonable times, provided that this shall not interfere with or interrupt normal College operations.
2. Whenever any authorized representative of the IAO is scheduled to participate during normal working hours in negotiations, grievance proceedings, conferences or meetings she/he shall suffer no loss of pay.
3. The President shall be provided with up to a maximum of three (3) hours per week to be used for organization business. After the President's schedule has been developed for each semester, the scheduling of the above three (3) hours shall be worked out by the President and her/his supervisor.
4. IA's shall be permitted to hold meetings to discuss topics of mutual interest under the following conditions:
  - a. One meeting per month shall be permitted
  - b. Requests to hold meetings shall be submitted to the Executive Director of Personnel Affairs and College Policy Review/Chief Negotiator by the President of the IAO at the beginning of each semester. The request shall be in writing and shall include meeting dates and times for the entire semester/term.
  - c. The Executive Director of Personnel Affairs and College Policy Review/Chief Negotiator shall inform the Vice President of Academic Affairs of the IAO's request.

- d. The Vice President of Academic Programs shall notify the Executive Director of Personnel Affairs and College Policy Review/Chief Negotiator of whether or not the required dates are approved. If the dates are not approved, the Vice President of Academic Programs shall suggest alternate dates.
- e. Within one (1) College work week of the IAO's initial request, the Executive Director of Personnel Affairs and College Policy Review/Chief Negotiator shall notify the IAO President of the decision of the Vice President of Academic Programs, and, if appropriate, the proposed alternate dates. This notification shall be in writing. If the President of the IAO cannot agree with the alternate dates, then the Vice President of Academic Programs or her/his designee and the IAO President shall discuss counter dates until concurrence is reached. The final decision shall be in writing and signed by both parties.
- f. The Vice President of Academic Programs shall notify the appropriate supervisors so that they can make arrangements to cover the assignment of IAs who attend the meetings.
- g. No meeting shall exceed one and one-half (1.5) hours in duration.

**Section 2: Use of Equipment and Services**

- 1. The IAO shall be permitted to use the College facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use.

2. The services provided by the Department of Graphic Services may be used.
3. The IAO shall pay the cost for all materials and supplies incident to such use.

**Section 3: Use of Mail Facilities and Telephones**

The IAO shall have the right to use internal mail facilities, College mail boxes, and intra-College telephones for official business and without the approval of the members of the administration.

**Section 4: Use of Bulletin Boards**

1. The IAO may post notices on mutually agreeable bulletin boards.
2. All materials posted must relate to official business of the Organization.

**Section 5: Payroll Deductions for Dues**

1. Deductions from the payroll of any IA represented by the Organization for the purpose of paying dues to a bona fide employee organization shall be made in accordance with state laws and the established business practices of the College.
2. All authorization for such deductions must be submitted, in writing, by each individual member making such authorization on a mutually agreeable form at least twenty-one (21) days prior to the first deduction.
3. Authorized deductions shall be made consistent with normal payroll practices.
4. Remittance of deductions shall be made to the Organization's Treasurer by the College Accounting Department no later than the 30th of the month following that in which the deductions were made.
5. The following represents eligible employee organizations:

- a. Instructional Assistants Organization of Burlington County College
- b. National Education Association and/or its higher education affiliate
- c. New Jersey Education Association and/or its higher education affiliate
- d. County Association.

**Section 6: Payroll Deductions for Representation Fee**

1. Introduction

- a. If an employee does not become a member of the Association during any membership year (i.e. from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a Representation Fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita costs of services rendered by the Association as majority representative.
- b. Under the authority of N.J.S.A. 34:13A-5,6,7, & 8, the College shall in accordance with the provisions stated herein and the prevailing business practices of the College deduct from the payroll of any unit member who is not a member of the Association an amount equivalent to 85% of the regular membership dues, initiation fees and assessments charged by the Association to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefiting only its members but in no event shall such fees exceed 85% of the regular membership dues, fees, and assessments. This representation fee shall be in lieu of dues for services rendered by the Association to unit members who are not members of the Association.

2. It is the Association's sole responsibility to have established and continue to maintain a Demand and Return System (enclosed as Reference A) which provides:
  - a. Pro rata returns as described in New Jersey Statute N.J.S.A. 34:13A-5,6,7, & 8.
  - b. A provision by which employees who pay a representation fee in lieu of dues may obtain review of the amount return through full and fair procedures placing the burden of proof on the Association. Any such appeals shall be processed through this system and not through the Grievance Procedure contained in Article Twenty Five (Page ).
  
3. Collection of this representation fee does not require any unit member to become an Association member.
  
4. Payroll Deductions
  - a. Effective Date of Commencement of Deductions
    - (1) For employees who are on the payroll as of August 31 of each year:  
The second paycheck of the ten (10) month paydate schedule
    - (2) For employees re-entering the unit who previously served in a position included in the unit who continued in the employ of the College in a non-unit position and for employees who are recalled from layoff:  
The first paycheck of the month following the successful completion of the first forty (40) working days of employment in a unit position following employee's reentry into the unit.
  - b. Deduction Schedule  
Each year, one twentieth (0.05) of the total annual deductions shall be deducted from the employee's paychecks commencing with the second

paycheck of the ten (10) month payday schedule and concluding with the final paycheck of the ten (10) month payday schedule. No deductions will be made in July or August.

- c. A deduction will be made only if there is available an amount sufficient to cover, in full, the authorization after the priority of all remaining statutory and other payroll deductions have been met. Failure to have sufficient net pay available for the College to perform the full Representation Fee deductions will relieve the Board of its responsibility to collect that amount from the unit member for that period.
  - d. Remittance of deductions shall be made to the Association Treasurer or her/his designee by the College Accounting Department no later than the 15th of the month following that in which the deductions were made.
  - e. Upon the termination of employment of any employee, the College will not collect any monies for unpaid representation fee deductions for months subsequent to the employee's termination date.
5. Determination of Employees From Whose Paychecks the Representation Fee is to be Deducted
- a. On or about the last day of each month, the Director of Personnel Affairs/Chief Negotiator or her/his designee will submit to the Association Treasurer or her/his designee list (including names, position titles and dates of employment) of all employees who began their employment in a unit position during that month.
  - b. The College will deduct the representation fee from the paycheck of any employee for whom the College does not have an Association Dues Deduction Authorization Form.

6. The Association shall indemnify and hold the College harmless against any and all claims, demands, suits, and/or other forms of liability for reasonable counsel fees and other legal costs and expenses, that may arise out of or by the reason of any action taken by the College in conformance with this provision of the Agreement.

**ARTICLE SIX****BOARD AND MANAGEMENT RIGHTS AND RESPONSIBILITIES****Section 1:**

The Board hereby retains and reserves unto itself and its appointed management and administrative personnel without limitation, all powers, rights, authorities, duties, and responsibilities conferred upon and vested in it by law and those commonly associated with its level of direction and control. These include, but without limiting the generality of the foregoing rights, the following:

1. Full jurisdiction and authority over matters of policy.
2. The executive management and administrative control of the College and its properties and the facilities of its employees.
3. Hiring of all employees and, subject to the provisions of law and this Agreement, determining their qualifications and conditions for their continued employment or dismissal or duration.
4. To promote and transfer all employees subject to the provisions of this Agreement.
5. To determine job descriptions, job classifications, position grade assignments and qualifications for positions.
6. To relieve employees from duties through layoff, suspension, or termination, as hereinafter provided, in order to maintain the efficiency of the College.
7. To determine the methods, means, personnel, and size of work force by which the operations of the College are to be conducted.
8. To take whatever actions the Board may deem necessary to carry out the College's mission in any situation whatsoever to the extent provided by this Agreement.



**Section 2:**

The exercise of the foregoing powers, rights, authorities, duties and responsibilities by the Board, the adoption of policies, rules, regulations, and practices in furtherance thereof and the use of judgment and discretion in connection therewith shall be limited only to the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with applicable laws.

**Section 3:**

Nothing in this Agreement, except as specifically referred to or identified, shall be interpreted to subordinate, waive, preclude or deny the Board the right to conduct the business of the College in accordance with current or past practices, policies or procedures, nor to perform its responsibilities as custodians of the property of the College nor to exercise its judgment and decision action to the extent that such actions are not in contravention of the law.

**ARTICLE SEVEN**

**ATTENDANCE AT COLLEGE MEETINGS AND ACTIVITIES**

**Section 1: Attendance at Academic Area Meetings**

There are generally three types of divisional meetings which affect IAs.

1. **Mandatory Attendance:**  
All academic area personnel, including IAs must attend.
2. **Optional Attendance:**  
The IA may or may not attend at her/his choice.
3. **Faculty Only:**  
Meetings concerning only faculty at which IAs shall not attend.

**Section 2: Graduation**

IAs shall have the option of attending graduation ceremonies. If an IA chooses to attend graduation, then it is her/his responsibility to order her/his cap and gown during the appropriate time set up by the College. The cost of the attire shall be paid by the College. If an IA orders a cap and gown, then it is mandatory that she/he attends graduation.

**ARTICLE EIGHT****INSTRUCTIONAL ASSISTANT RIGHTS AND RESPONSIBILITIES****Section 1: Facilities, Equipment and Work Area**

1. Each IA will be provided with such items as desk, chair, phone, files, bookcase and office space in accordance with her/his job requirements.
2. The supervisor will examine the IA's job functions and make available facilities and work areas so that student needs are served and the IA is able to perform her/his assigned duties.

**Section 2: Parking Space**

1. The Board shall provide, at no charge, a parking space for each IA and shall forbid students to park there.
2. The number of spaces shall be at least equal to the number of IAs and shall be at least equal to the number of IAs and shall be clearly marked and lighted.
3. There shall be no special parking privileges extended to any IA except for reasons of health.
4. IAs shall at all times adhere to the current parking and traffic regulations of the College.
5. The Board shall provide security protection for IA cars while parked on College property.
6. IAs who are ticketed for traffic violations shall have the full right of appeal through the established exceptions and appeals procedures.

**Section 3: Workers' Compensation**

In accordance with the provisions of Title 18A, N.J.S.A., the Board shall maintain workers' compensation insurance coverage for IAs.

**Section 4: Indemnification Against Civil Liability**

In accordance with the provisions of Title 18A, N.J.S.A., the Board shall defray all costs, and save harmless and protect from financial loss in civil actions, any IA for an act or omission arising out of and in the course of performance of the duties of such IA.

**Section 5: Automobile Compensation**

1. The College shall compensate for privately owned automobile travel expense incurred by an IA assigned to two campuses in one work day.
2. Only the distance between the two campuses shall be compensable.
3. The College shall compensate travel expense incurred by an IA on field trips and other off-campus instructional activities previously approved by her/his supervisor.
4. Compensation shall be at \$0.28 per mile.

**Section 6: Notification to Supervisor of Absence or Tardiness**

1. IA's shall be required to report to designated work locations at scheduled times.
2. Notification to Supervisor of Absence
  - a. Each IA has the responsibility to notify her/his supervisor if she/he is going to be tardy or absent.
  - b. If an IA is not able to attend work on time, then she/he must call her/his supervisor within the first thirty (30) minutes of her/his assigned work day to advise her/him of that fact. If the IA does not call in, she/he will not be paid for the period unless circumstances beyond her/his control preclude her/his call.

**ARTICLE NINE****WORK DUTIES****Section 1: General**

1. IAs shall be expected to perform the duties listed in their respective job descriptions. Changes to an IA's job description shall be discussed with the affected IA a minimum of sixty (60) calendar days prior to implementation.
2. IAs will not be responsible for prior planning of materials to be used in instructional situations.
3. IAs shall be expected to tabulate, correct, and score only those student materials resulting from the IA's implementation of previously planned materials. IAs shall not be expected to tabulate, correct, score, or otherwise be responsible for student materials resulting from an instructor's implementation of class materials. The responsibility for evaluating student progress and assigning grades remains with the faculty. When appropriate, the IA may provide input to the grade determination.

**Section 2: Laboratory and Instructional Activity Preparation**

Adequate time shall be scheduled by the appropriate supervisor for IA's to prepare activities and materials for labs and classroom situations.

**Section 3: Workload Equalization**

The workload within a particular subject area shall be equally shared by all IAs working within or qualified to work within that subject area. Workload equalization among IAs will be the responsibility of the supervisors.

**ARTICLE TEN**  
**PERFORMANCE EVALUATION**

**Section 1: Timing**

1. Each IA shall be evaluated annually by her/his supervisor.
2. This evaluation will be completed no later than March 15.

**Section 2: Basis of Evaluation**

IA evaluations will be based upon the following:

- Job Description
- Student Input
- Faculty Input
- Supervisor observation
- Self-evaluation by the IA.

**Section 3: Evaluation Procedures**

1. A conference between the IA and her/his supervisor concerning the evaluation results will take place prior to March 15.
2. A copy of the evaluation including recommendations shall be given to the IA.
3. The IA shall have the opportunity to respond in writing to any evaluation.
4. The IA shall sign the evaluation. However, the signature shall not necessarily mean concurrence with the evaluation.

**Section 4: General Guidelines**

1. It is the expressed intent of this Article to have each supervisor use all of the criteria listed in evaluating all IAs.
2. To the extent possible, the deadlines will be met. In any case where there are extenuating circumstances and a schedule can not be met, the IA and the supervisor will agree on an alternative timetable that is

acceptable to both parties. In no case may the final evaluation take place later than April 15.

3. A copy of all evaluation material shall be placed in the IA's official Personnel File maintained in the Personnel Department.

**ARTICLE ELEVEN**  
**REAPPOINTMENT**

**Section 1:**

In the event the Board does not intend to reappoint an IA, notice in writing of non-reappointment shall be given to the IA no later than March 31 of the academic year in which the individual contract terminates.

**Section 2:**

The Board shall issue renewal contracts to all IAs approved for reappointment not later than April 30 of each year.

**Section 3:**

In the absence of a signed master agreement, no individual contracts will be issued.



**ARTICLE TWELVE**

**RESIGNATION**

IAs who resign shall submit notice of such resignation, in writing, to her/his supervisor at least sixty (60) days prior to the effective date of such resignation.

**ARTICLE THIRTEEN****SENIORITY**

1. Seniority shall be defined as an IA's length of service with the College beginning with the date of hire as IA.
2. The Personnel Department shall maintain a seniority list of IAs within each academic area.
3. The seniority list shall include each IA's name, date of hire as IA, the subject area in which the IA is primarily involved, and whether the IA is employed on a full time (FT) or part-time (PT) basis.

Example:

Doe, Jane 9/7/74 Chemistry FT

4. The Personnel Department shall forward a copy of the seniority list to the President of the IAO by October 15 of each College year.
5. An IA shall not lose accumulated seniority unless she/he resigns or is discharged for just cause.

**ARTICLE FOURTEEN****LAYOFF**

1. If in the judgment of the Board, it becomes necessary to reduce the number of IAs because of financial reasons, then, the supervisor will utilize the seniority list to determine which IAs will be placed on layoff status.
2. The first group of IAs to be placed on layoff status will be the least senior permanent part-time IAs according to each particular subject area.
3. Only after all permanent part-time employees within the particular subject area are placed on layoff status will the College layoff permanent full-time IAs.
4. In laying off the full-time IAs, the least senior person according to each particular subject area will be placed on layoff status first.
5. The College shall give a minimum of sixty (60) days notice impending layoff to any IA affected.
6. No IA placed on layoff status shall be precluded from securing other employment during the period of layoff.
7. If the College has the need to reinstate an IA in a particular subject area, then the permanent full-time IA within that particular subject area last laid off shall be reinstated first.
8. Only after all permanent full-time IAs within the subject area in question have been reinstated, will the College reinstate the permanent part-time IA last laid off within that particular subject area.
9. Reemployment shall not result in a loss of status or seniority.

10. In the event an IA has returned to a position other than the original IA position and a regular full-time IA position becomes available, the IA who has returned would have first recall on that job if qualified.
11. No new appointment shall be made while there are available full-time and part-time IAs on layoff who are not of mandatory retirement age and who are qualified to fill the vacancy.
12. New appointments can be made if a time span of two (2) calendar years has elapsed during which the FT and PT IAs have been on layoff status.
13. The Personnel Department shall notify the IA by certified mail that a position is available.
14. The IA shall advise the Personnel Department within thirty (30) days from the date of notification that she/he will return to employment and will assume the duties of the position not later than the beginning of the College year following the date of the notice from the Personnel Department.

Example: An IA on layoff status who receives a ten (10) month reappointment contract in April of any given calendar year must begin work no later than September of that calendar year.

## ARTICLE FIFTEEN

### WORK PERIODS

#### Section 1: Individual Employment Contracts

- Each IA will receive an individual employment contract stating her/his period of employment which will consist of eight (8), ten (10), or twelve (12) months.

#### Section 2: Work Periods

1. For IA's on the payroll in unit positions as of June 30, 1987.
  - a. 12 Month: The work schedule for twelve (12) month IAs is that schedule approved by the Board of Trustees each year entitled "College Calendar".
  - b. 10 Month: The work schedule for ten (10) month IAs will encompass the Fall and Spring semesters and the Summer I Term.
    - (1) It will include one (1) registration day plus two (2) additional days prior to the beginning of classes at the start of the Fall and Spring semesters. In the Summer I Term, it will include one (1) registration day at the beginning of the term.
    - (2) At the end of each semester and term, IAs will work one (1) additional day after the end of classes as part of their basic contract requirements.
    - (3) IA's may be required to work in excess of the minimum required one (1) day after the end of classes of any semester and/or term. Payment for any hours worked on any such call-in will be compensated at straight time (1.0X) with a guaranteed minimum of three (3) hours of pay for each such call-in that an IA is required to and actually works.

- (4) Any work performed during the days before and after classes will be consistent with the IA's job description and normal assignments.
- (5) Twenty-one (21) calendar days prior to the first day of final examinations of any semester, the Executive Director of Personnel Affairs and College Policy Review/Chief Negotiator will remind in writing the supervisors of IAs that written notification of the requirement for an IA to work in excess of the minimum required one (1) day after the end of classes must be provided by the supervisor to the IA a minimum of fourteen (14) calendar days prior to the first day of final examinations. A copy of such written notification must be provided to the Executive Director of Personnel Affairs and College Policy Review/Chief Negotiator.

However, the College reserves the right to provide less notice if mitigating circumstances so necessitate. In any such case, the supervisor shall provide the IA and the Executive Director of Personnel Affairs and College Policy Review/Chief Negotiator with written notification of the requirement to so work and a written explanation of such circumstances.

- c. 8 Month: The work schedule for eight (8) month IA's will be identical to those indicated in Paragraph b above for 10 month IA's except that it will not include the Summer I term.
- d. All IA schedules will be finalized by the last day of drop/add to the extent possible.
2. For IA's initially employed in unit positions subsequent to July 1, 1987.

- a. 12 Month: The work schedule for twelve (12) month IA's is that schedule approved by the Board of Trustees each year entitled "College Calendar".
- b. 10 Month
- (1) The work schedule for ten (10) month IA's will encompass one of the following configurations:
    - Fall Semester - Spring Semester - Summer I Term
    - Summer II Term - Fall Semester - Spring Semester
    - Any other configuration which may be possible under any College calendar adopted by the College.
  - (2) It will include one (1) registration day plus two (2) additional days prior to the beginning of classes at the start of the Fall and Spring semesters. In the Summer Term, it will include one (1) registration day at the beginning of the term.
  - (3) At the end of each semester and term, IA's will work one (1) additional day after the end of classes as part of their basic contract requirements.
  - (4) IA's may be required to work in excess of the minimum required one (1) day after the end of classes of any semester and/or term. Payment for any hours worked on any such call-in will be compensated at straight time (1.0X) with a guaranteed minimum of three (3) hours of pay for each such call-in that an IA is required to and actually works.
  - (5) Any work performed during the days before and after classes will be consistent with the IA's job description and normal assignments.

- (6) Twenty-one (21) calendar days prior to the first day of final examinations of any semester, the Executive Director of Personnel Affairs and College Policy Review/Chief Negotiator will remind in writing the supervisors of IA's that written notification of the requirement for an IA to work in excess of the minimum required one (1) day after the end of classes must be provided by the supervisor to the IA a minimum of fourteen (14) calendar days prior to the first day of final examinations. A copy of such written notification must be provided to the Executive Director of Personnel Affairs and College Policy Review/Chief Negotiator.

However, the College reserves the right to provide less notice if mitigating circumstances so necessitate. In any such case, the supervisor shall provide the IA and the Executive Director of Personnel Affairs and College Policy Review/Chief Negotiator with written notification of the requirement to so work and a written explanation of such circumstances.

c. 8 Month

- (1) The work schedule for eight (8) month IA's will encompass one of the following configurations:
- Fall Semester - Spring Semester
  - Summer II Term - Fall Semester - Summer I Term
  - Summer II Term - Spring Semester - Summer I Term
  - Any other configuration which may be possible under any College calendar adopted by the College.



- (2) The provisions of Paragraphs b(2), (3), (4), (5), and (6) apply to eight (8) month IA's.

**.Section 3: Work Week**

1. The official College day and week are 8:00 a.m. to 10:30 p.m. Monday through Friday and 8:00 a.m. to 5:00 p.m. Saturdays and Sundays.
2. Evening assignments are normally those assignments which commence at or after 5:00 p.m. Assignments which commence prior to 5:00 p.m. but end no later than 6:00 p.m. will be considered as day assignments.
3. The work week for permanent full-time IA's shall consist of thirty-five (35) hours per week exclusive of a lunch period.
  - a. Each permanent full-time IA shall be entitled to a forty-five (45) minute duty-free lunch period each day. Such lunch periods shall be scheduled by the supervisor so as to occur while the dining room facilities are open under normal schedules.
  - b. Specific hours and days of work shall be established by the appropriate supervisor depending upon the needs of the academic area.
4. The work week for permanent part-time IA's shall be established by the appropriate supervisor depending upon the needs of the academic area.
5. An IA will not be required to work Saturdays or Sundays if there are work assignments as determined by the College for the IA in question to perform during the week to fulfill the IA's normal work week and/or unless the program she/he is assigned to requires it. If an IA has to work Saturday or Sunday to fulfill the normal work week there will be a requirement to work on a Saturday or Sunday. Such assignments will be made with prior consultation of the IA with due regard to the individual's preference and seniority.

6. An IA's schedule shall not include more than one (1) evening per week during Fall and Spring Semesters and more than two (2) evenings per week during the Summer I Term and/or Summer III Term unless the assignment of additional evening work is needed in order for the IA to fulfill the normal work week. Such assignments will be made with prior consultation of the IA with due regard to the individual's preference and seniority.

When an evening assignment is made part of the IA's schedule, there must be at least eleven (11) hours between the end of that assignment and the beginning of the first assignment of the next day. Exceptions may be made upon the mutual agreement of the IA and the College.

7. Work assignments at locations other than the Pemberton Campus will be made to meet the needs of students and to provide each IA with a full normal work week.
  - a. Reasonable efforts will be made to adjust schedules at various campus locations in accordance with seniority and personal preference.
  - b. Travel time from one work assignment to another shall be construed as work time.

However, travel time from an IA's home to work assignments at each locations will not count as work time.

**ARTICLE SIXTEEN****OVERTIME AND SUBSTITUTION IN ABSENCE OF FACULTY****Section 1: Overtime**

1. All overtime must have the prior written approval of the IA's supervisor or her/his designee. Any overtime worked without such approval shall not be eligible for payment. Exceptions may be made by the IA's supervisor or her/his designee in case of emergency call-in time.
2. Overtime pay shall be compensated at straight time (1.0X) for hours up to and including forty (40) hours per week and one and one-half (1.5X) the straight time rate for hours in excess of forty (40) hours per week.

**Section 2: Substitution in Absence of Faculty**

1. In the event there is a faculty absence, an IA, if qualified, and approved by the supervisor may take over the particular class and implement the faculty's previously planned course material.
2. The IA is under no obligation to accept such an assignment. If the qualified IA agrees to replace the faculty member in the classroom, she/he will be compensated as indicated in paragraph 3 below.
3. Any and all hours worked as an adjunct for any and all approved substitution assignments will be paid at the greater of the following:
  - The Adjunct Faculty Member hourly rate unless the IA holds Senior Adjunct Faculty Member status in which case the IA will be paid at the Senior Adjunct Faculty Member hourly rate;

-or-

  - The IA's individual hourly rate as an IA.

**ARTICLE SEVENTEEN**  
**SUMMER ASSIGNMENTS**

**Section 1:**    **Assignment Procedures**

1. Supplemental Summer Term III IA assignments for IA's on regular eight (8) or ten (10) month contracts shall be considered for those IAs who apply for them in accordance with the following procedures:
  - a. Applications for Summer III IA assignments will be accepted only during the period from April 15 to June 10.
  - b. Applicants must state the course(s) in which they are qualified and willing to work or state the other duties which they are qualified and willing to perform.
  - c. The IA to whom such assignments are offered will notify her/his supervisor of acceptance or rejection not later than one (1) week prior to the start of classes.
  - d. At the close of regular registration, the Vice President and Dean of the College or her/his designee will determine the courses which have sufficient enrollment.
  - e. When the number of qualified permanent IAs desiring supplemental summer employment exceeds the number of vacancies available, the following sequence of criteria shall apply in filling vacancies:
    - (1) Experience working in the course
    - (2) Seniority at the College
2. Supplemental Summer III Term assignments shall be offered to qualified unit members before any such offerings are made to other individuals. Such courses and duties must be those which an IA

normally works in and performs during her/his eight (8) or ten (10) month contract.

**Section 2: Compensation**

1. Compensation during the Summer III Term shall be determined by multiplying the IA's hourly rate of the contract period beginning the following September times the number of hours worked.
2. Specific number and schedule of days and hours of work shall be established by the appropriate supervisor.

**ARTICLE EIGHTEEN****POSITION VACANCY ANNOUNCEMENT POSTING PROCEDURES**

1. The Executive Director of Personnel Affairs and College Policy Review/Chief Negotiator or her/his designee shall post notices of position vacancies in the College on appropriate bulletin boards.
2. The nature of the position, requisite qualifications, and the procedure for application shall be in such notices.
3. The notices shall be posted a minimum of ten (10) working days before a position can be filled on a permanent basis.
4. Each position shall be posted at its authorized level (e.g. IA, full-time Faculty Member).

**ARTICLE NINETEEN**  
**CLOSING OF THE COLLEGE**

1. Nothing in this Agreement shall require the Board to keep the College open in the event of severe inclement weather or when otherwise prevented by health conditions, catastrophes or Acts of God, or other natural phenomenon.
2. When the College is closed to students due to such conditions, IAs shall not be required to report for work. If an IA is required to work her/his normal job when the College is closed in accordance with the provisions of this Article, she/he will receive compensatory time for the first seven (7) hours worked. Such compensatory time will be granted at the rate of one and one-half hours of compensatory time for each hour worked.
3. If, however, in the Board's discretion, the College is to remain open, all IAs must meet their assigned obligations.
4. In the event she/he fails to do so, the IAs absence may be charged against accumulated sick leave at the discretion of the President.

**ARTICLE TWENTY**  
**HEALTH BENEFIT PLANS, DENTAL INSURANCE AND**  
**RETIREMENT/LIFE INSURANCE PROGRAMS**

**Section 1: Health Care Insurance**

1. Under the conditions and regulations stipulated by the New Jersey State Division of Pensions, employees are eligible for enrollment in the Traditional State Health Benefits Program. Under the conditions and regulations stipulated by the New Jersey Division of Pensions, employees who reside in a locale serviced by a State of New Jersey Division of Pensions approved Health Maintenance Organization (HMO) have the option of enrolling in the appropriate HMO.
2. Program Descriptions
  - a. Traditional State Health Benefit Program
    - (1) Program Components
      - a) Blue Cross/Blue Shield/Rider J (Extended Basic Outpatient Benefits)
      - b) Major Medical Insurance with Prudential Insurance Company
    - (2) Cost
      - a) No cost to employee
      - b) College pays the entire cost of the premium for the coverage code (e.g. employee only, family) for which the employee is eligible and enrolls.
  - b. Health Maintenance Organization and Supplemental Benefits Program
    - (1) HMO Medical Services Center(s) and affiliated hospitals provide services.
    - (2) Cost



In accordance with the appropriate state statutes, the College pays the same amount toward the cost of the premium of the alternative HMO and Supplemental Benefits Program as it does to the Traditional Plan for the same coverage code (e.g. employee only, family). Any additional cost for the HMO and Supplemental Benefits Program will be paid by the employee through payroll deductions.

3. Coverage Periods

- a. Health Insurance coverage as described above, shall be provided to all personnel on normal academic year contracts beginning September 1 of the initial contract year provided all contract requirements have been met and employee begins work at the beginning of the contract period. If total contract requirements are completed, the coverage will continue during the remaining months at no cost to the employee for the traditional program or for the usual employee deductions for a health maintenance organization.
- b. Personnel on twelve month contracts, or contract periods other than the normal academic year shall be eligible for health insurance coverage in accordance with regulations of the New Jersey Division of Pensions.

**Section 2: Dental Insurance**

1. Under the conditions and regulations stipulated by the Dental Plan, employees are eligible for enrollment in a dental insurance program.
2. Cost  
The College will provide unit members with a Dental Plan including family coverage with a maximum annual premium payout of \$200.40 per unit member.
3. Coverage Periods

- a. Dental insurance coverage as described above, shall be provided to all personnel on normal academic year contracts beginning September 1 of the initial contract year provided all contract requirements have been met and employee begins work at the beginning of the contract period. If total contract requirements are completed, the coverage will continue during the remaining months at no cost to the employee.
- b. Personnel on twelve month contracts or contract periods other than the normal academic year shall be eligible for dental insurance coverage in accordance with the same regulations governing the coverage of such individuals in the Health Care Insurance programs described hereinbefore.

**Section 3: Retirement/Life Insurance Programs**

1. Under the conditions and regulations stipulated by the New Jersey State Division of Pensions, employees are eligible for enrollment in the Alternate Benefit Program (ABP). Certain employees, by virtue of prior employment may be eligible for enrollment in the Public Employees Retirement System (PERS) under the conditions and regulations stipulated by the New Jersey Division of Pensions.
2. Program Descriptions
  - a. Alternate Benefit Program (ABP)
    - (1) Program Components
      - (a) Teachers Insurance and Annuity Association - College Retirement Equities Fund (TIAA-CREF) for retirement. Tax-deferred annuities available.

- (b) Prudential Insurance Company of America for Life Insurance and Disability Insurance. Life insurance benefit is 3.5 times base annual salary rate.
  - (2) Cost
    - (a) TIAA-CREF Retirement Program  
5% mandatory payroll deductions which can, at employee's option, be converted into a salary reduction tax-deferred annuity.
    - (b) Prudential Life/Disability Insurance  
No cost to employee.
- b. Public Employees Retirement System (PERS)
  - (l) Program Components
    - (a) State of New Jersey Plan for Retirement. Tax-deferred annuities available.
    - (b) Prudential Insurance Company of America for life insurance. Life insurance benefits are as follows:  
1.5 times base annual salary is mandatory and an additional 1.5 times base annual salary is available as an option for a possible total of 3 times base annual salary.

**ARTICLE TWENTY-ONE**  
**TUITION REIMBURSEMENT**

Instructional Assistants shall receive refund of tuition for undergraduate and graduate courses above an Associate's Degree under the following conditions:

1. Class attendance shall be outside of each IA's working hours, including lunch periods.
2. Instructional Assistant has completed at least one (1) contract year full-time permanent employment in any capacity at Burlington County College.
3. Such courses are not available at Burlington County College.
4. Courses must be relevant to the IA's current duties at Burlington County College.
  - a. The determination of relevancy will be made by the IA's supervisor.
  - b. A conference will be scheduled by the IA with her/his supervisor prior to enrollment in any course.
  - c. At that conference, the IA will present, in writing, course choices she/he wishes to select.
  - d. The supervisor will approve, disapprove or modify these course selections.
  - e. Only courses which have prior written approval will receive subsequent reimbursement.
  - f. All courses approved must be part of an accredited graduate or undergraduate degree program.
  - g. Undergraduate level courses, when required as prerequisites or part of a graduate program, shall also qualify.
  - h. The Office of the Vice President and Dean of the College will be notified immediately of all approvals.

- i. Eligible personnel who are receiving education benefits for similar study under any form of governmental subsidy program may receive benefits under this provision only to the documented extent that tuition costs exceed subsidy provided.
- j. The Tuition Reimbursement pool shall total \$5,000 for each fiscal year of this Agreement.
- k. Each unit member shall be entitled to a maximum of \$1,000 per person per fiscal year for courses which are approved under the terms of this Agreement.
- l. Refund shall be made upon application of completion of the course with a passing grade and submission of supporting proof of payment and grade reports.
- m. Such application must be submitted to the appropriate supervisor no later than thirty (30) days after completion of semester during which the courses were taken.
- n. An IA can request, in writing, to her/his supervisor extension for the submission of her/his grade report if the IA has not received her/his grade(s) from the institution in question within the thirty (30) day time limit.

**ARTICLE TWENTY-TWO**  
**TUITION AND SPECIFIED FEE WAIVER FOR ATTENDANCE AT**  
**BURLINGTON COUNTY COLLEGE**

**Section 1: Personal Attendance by Instructional Assistant**

Instructional Assistants will be permitted to take any courses offered by Burlington County College without tuition or general or laboratory fee charges.

**Section 2: Family Attendance**

- a. The spouse and dependents (as defined under the provisions of the Internal Revenue Service Code) of Instructional Assistants will be permitted to take courses at the College without tuition or general or laboratory fee charges.
- b. The Instructional Assistant shall, upon request of the College Administration, furnish the College Administration with suitable documentation to demonstrate a claim of dependency.

**ARTICLE TWENTY-THREE****LEAVES OF ABSENCE****Section 1: Sick Leave**

1. Personal sick leave shall accrue at the rate of one (1) day per contract month and shall be accruable without limit.
2. However, Personal Sick Leave shall not accrue during any summer supplemental contracts but previously accrued sick days may be used.
3. It shall be utilized only when occasioned by the employee's personal illness.
4. Single incident absences of sick leave in excess of five (5) consecutive days shall be supported by a medical certificate signed by a licensed physician indicating the nature and dates of illness and approval of the employee's return to normal, regularly assigned work duties.
5. Each IA shall be given a written accounting of accumulated sick leave days no later than September 30 of each College year.

**Section 2: Sick Leave Pool (in addition to Personal Sick Leave)**

1. One quarter (0.25) day per month per IA shall be credited to a cumulative Sick Leave Pool.
2. Total Pool accumulation shall not exceed ninety (90) days.
3. When Pool accumulation reaches ninety (90) days, the quarter-day (0.25) sick leave shall be credited to the individual IA's personal sick leave until such time as charges against the Pool reduce its balance to sixty (60) days. Thereafter, quarter-day (0.25) credit shall again be added to the Pool balance until the maximum level is again achieved.
4. Claims may be made against pool credits by an IA only after all accrued personal sick leave days and personal leave days have been exhausted.

5. Twelve (12) month IAs shall be permitted to retain a maximum of five (5) accrued unused vacation days upon entering the pool. Any and all other accrued vacation days will be exhausted first.
6. Claims against the pool may be made only for absences in excess of five (5) consecutive working days. However, sick leave pool days can not be charged on a retroactive basis. Sick leave pool charges will not be made until the sixth day of absence assuming an individual is otherwise eligible for sick leave pool time. Thus, the first five (5) days of an absence due to personal illness or injury will be charged to an individual's personally accrued leave time. In the event the employee has insufficient leave time available to cover all or part of this five (5) day period, such time will be deducted as time without pay; however, the employee may retain a maximum of five (5) accrued, unused vacation days without pay.
7. All such claims against the pool in excess of five (5) consecutive working days must be accompanied by a medical certificate signed by a licensed physician indicating the nature of the illness or injury and an indication of when said employee will be able to return to normal duties.
8. In the event, an IA shall desire to claim against the pool by reason of her pregnancy, such claim shall be permitted only upon submission of a statement from a physician verifying the fact of pregnancy, setting forth anticipated date of delivery and the date after which the IA should not continue active employment. After the termination of pregnancy, the IA shall be entitled to claim against the pool only so long as her physician certifies that she is unable to return to her employment. In no event shall an IA be entitled to claim against the pool for absence



occasioned solely for child-rearing after she is medically able to return to work. The Board reserves the right to request the IA to be examined by a physician designated by the Board at its expense.

9. Claims may be made against the pool for illness or injury resulting from a job-related condition which is compensable under workers' compensation insurance to the extent that such claim compensates employee for that portion of after-tax income not provided by compensation payments.
10. No employee may draw more than thirty (30) days from the pool in any single contract year.
11. No more than ninety (90) days may be withdrawn from the pool by an IA in any five (5) consecutive fiscal year period.
12. No more than one hundred and eighty (180) days may be withdrawn from the pool by an IA during her/his life.
13. Administration of this sick leave pool shall be the responsibility of the Personnel Department.
14. By September 30 of each College year, the Personnel Department shall provide each IA with an annual report itemizing all credits and charges made to the pool during the previous fiscal year and the remaining balance.

**Section 3: Personal Leave**

1. Leave with pay, not to exceed three (3) days per fiscal year, may be granted for personal needs which cannot be satisfied outside of normal working hours.
2. Upon five (5) days' notice, in writing, such leave shall be granted by the supervisor.

**Section 4: Military Duty Leave**

## 1. Induction or Enlistment

Military leave without pay shall be granted to any employee who shall be inducted or who enlists for one (1) induction or one (1) enlistment period in any branch of the Armed Forces of the United States.

## 2. Annual Active Duty Field Training

a. Temporary leave with pay shall be granted to enable an employee to fulfill required United States Military Reserve or National Guard commitments to undergo annual active duty field training with the employee's unit.–

b. In order to receive payment, employee must:

(1) Submit copies of military orders requiring such training to her/his supervisor on the first working day following receipt of said orders by the employee.

(2) Submit copies of appropriate military documentation indicating that the orders referenced in paragraph (1) had been complied with to her/his supervisor on the first working day following receipt of said documentation by the employee.

## 3. Reemployment Rights

All reemployment rights provided by existing or enacted legislation shall accrue to such employees.

**Section 5: Jury Duty or Legal Leave**

1. IAs who are summoned and report for jury duty or are subpoenaed and report as a witness in any judicial hearing shall be granted leave of absence upon presentation of venue order or subpoena.

2. College will pay the difference between jury duty allowance or witness fees and regular salary for required period of absence.

**Section 6: Bereavement Leave**

1. An IA shall be entitled to five (5) days leave with pay upon death of a member of her/his immediate family. Immediate family shall be defined to include spouse, children, sibling, parents, grandparents, foster parents, stepparents, stepchildren, and parents or grandparents of spouse.
2. Bereavement leave for other relatives is limited to three (3) days with pay.
3. Upon request, additional days may be granted by the College President without loss of pay.

**Section 7: Vacation Leave**

1. Instructional Assistants who receive twelve (12) month contracts shall accrue vacation at the rate of 1.83 days per month of employment service for a total maximum accrual of twenty-two (22) working days per year.
2. In the event of employee termination, the employee shall be paid for any unused accrued vacation time up to and including the date of termination not to exceed a maximum of twenty (20) days.
3. Vacation time for twelve (12) month IAs shall be subject to the approval of the appropriate supervisor; such approval shall not be arbitrarily withheld.

**Section 8: Maternity Leave**

The Board agrees that it will comply with the applicable Federal and State Laws and Regulations relating to maternity leave as interpreted by the courts and administrative agencies having appropriate jurisdiction.

**Section 9: Holiday and Leave Time for Part-Time IAs**

Permanent part-time IAs shall receive holiday and personal leave time on a prorated basis according to the average number of hours worked each day (e.g. for an employee who normally works five (5) hours/day, one (1) day of personal leave or holiday time shall equal five (5) hours of pay).

**Section 10: Short Term Leave Without Pay**

(Maximum of one calendar year; minimum of one semester/term)

1. Applications for short term leaves without pay may be submitted to the IA's supervisor after completion of not less than one contract period (e.g. September-June) of service at the College.
2. All requests for short term leaves without pay may be submitted in writing to the supervisor at least four (4) months prior to the effective date of the requested leave. Copies of the request shall be sent by the IA to the President of the College, the Vice President and Dean of the College, and the Executive Director of Personnel Affairs and College Policy Review/Chief Negotiator.
3. Within two (2) weeks of the IA's request, the supervisor shall send a letter to the President of the College stating whether she/he endorses or does not endorse the IA's leave request. Copies of this letter shall be sent by the supervisor to the IA, the Vice President and Dean of the College, and the Executive Director of Personnel Affairs and College Policy Review/Chief Negotiator.
4. All short term leaves are subject to the approval of the President of the College and the Board of Trustees. The President of the College shall notify the IA, the Vice President and Dean of the College, and the Executive Director of Personnel Affairs and College Policy Review/Chief Negotiator of the Board of Trustees approval or

disapproval of the leave by two and one half (2 1/2) months from the IA's initial request.

5. Upon application, an extension of short term leave may be approved by the President.

**Section 11: Long Term Leaves Without Pay**

(Maximum of two calendar years; minimum of one calendar year)

1. Applications for long term leaves without pay may be submitted to the IA's supervisor after completion of not less than one contract period of service at the College.
2. All requests for long term leaves shall be submitted in-writing to the supervisor at least five (5) months prior to the effective date of the requested leave. The request shall include a statement of reason for the leave. Copies of the request shall be sent by the IA to the President of the College, the Vice President and Dean of the College, and the Executive Director of Personnel Affairs and College Policy Review/Chief Negotiator.
3. Within two (2) weeks of the IA's request, the supervisor shall send a letter to the President stating whether she/he endorses or does not endorse the IA's leave. A copy of this letter shall be sent by the supervisor to the IA, the Vice President and Dean of the College, and the Executive Director of Personnel Affairs and College Policy Review/Chief Negotiator.
4. Each long term leave request will be considered on its individual merit and circumstances and the determination of whether or not the request shall be granted rests on the discretion of the President and the Board of Trustees. The President shall notify, in writing, the IA, the supervisor, the Vice President and Dean of the College, and the

Executive Director of Personnel Affairs and College Policy  
Review/Chief Negotiator of the Board of Trustees' approval or  
disapproval of the leave by two and one half (2 1/2) months from the  
IA's initial request.

5. A long term leave, when granted, shall not exceed the time specified in the authorization. Such long term leaves may be extended up to a maximum of two (2) calendar years at the discretion of the President, but written authorization is required in such cases.

**ARTICLE TWENTY-FOUR****PERSONNEL FILES****Section 1: General Information**

## 1. Contents of Personnel File

## a. Internal Documentation

A copy of internal correspondence, memoranda or other documents relating to the performance, competence, character, service or conduct of an employee may be placed in her/his personnel file and a copy of such documents should be furnished to the employee who shall have the right to respond to such document, within ten (10) College work days from date of receipt, and to have such response become a part of her/his personnel file.

## b. Confidential Materials

The following confidential materials contained in the personnel file shall not be made available to the employee:

- References or other confidential information obtained from outside sources
- Placement records which contain references
- Transcripts restricted by the sending institution.

## 2. Official Personnel Records

The personnel records of each employee maintained in the Personnel Department are the only official College personnel records.

## 3. Marking of Document for Personnel File

Materials placed in employee personnel records shall be marked as follows: "cc: Personnel File".

**Section 2: Employee's Review of Own Personnel File**

**1. Notification to Director of Personnel Affairs/Chief Negotiator**

**a. Routine Review**

An employee must submit a written request to the Executive Director of Personnel Affairs and College Policy Review/Chief Negotiator not less than five (5) working days prior to the date of the desired inspection of her/his personnel file.

**b. Review During Processing of Grievance**

At the request of any employee to the Executive Director of Personnel Affairs and College Policy Review/Chief Negotiator, the non-confidential contents of her/his personnel file must be opened to her/him at any time during the processing of a grievance which has been reduced to writing.

**2. Presence of Personnel Department Representative**

When reviewing the personnel file, the Executive Director of Personnel Affairs and College Policy Review/Chief Negotiator or her/his designee will be present.

**3. Presence of Association Representative**

A representative of the Association may, at the employee's request, accompany the employee while she/he reviews her/his file.

**4. Provision of Copies of Documents**

a. No document may be removed from a personnel file.

b. However, copies of any document not restricted as described in Section I, paragraph 1b, will be provided to the employee upon request.



**ARTICLE TWENTY-FIVE**  
**GRIEVANCE PROCEDURE**

**Section 1: Definitions of Terms as used Herein**

1. The terms College, Board or Employer shall identify Burlington County College and/or Board of Trustees.
2. The terms Organization or Representative shall mean Instructional Assistants Organization (IAO) of Burlington County College and/or its Executive Committee.
3. The term grievance shall mean a misinterpretation, misapplication or violation of policies, procedures, agreements and administrative decisions affecting the terms and conditions of employment.
4. An aggrieved employee is the employee or (employees) or the Organization making the claim.
5. The term supervisor shall be defined as the Executive or Administrative Staff Member to whom an employee is directly responsible under the table of organization prevailing at the College.
6. The term "College work days" is defined as those days in which the IA works according to her/his 8, 10, or 12 month individual employment contract.
7. The term President is defined as The President of Burlington County College.

**Section 2: Purpose**

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to any grievances which may, from time to time, arise affecting employees.
2. Both parties agree that any proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

**Section 3: General Rules****1. Time Limits**

- a. The number of days indicated at each level should be considered as a maximum and every reasonable effort should be made to expedite the process.
- b. The time limits specified may, however, be extended or reduced by mutual agreement.

**2. Year-end Grievances**

- a. In the event a grievance is filed at such time that it can not be processed through all the steps in this grievance procedure by the end of the College academic year and further, if left unresolved until the beginning of the following academic year, could result in irreparable harm to an employee, the time limits set forth herein shall be adjusted by mutual agreement of the parties.
- b. The parties will meet to agree on a waiver of these time limits when it becomes obvious that the grievance cannot be resolved within the stated time limits.
- c. Every reasonable effort will be made to move the grievance and to sufficiently afford the aggrieved party a fair degree of "due process".

**3. Rights of Employee to Representation**

- a. Any aggrieved person may be represented at all stages of the grievance procedure by herself/himself or, at her/his option, by a representative selected or approved by the Organization.
- b. When an employee is not represented by the Organization, the Organization shall have the right to be present and to state its views at all stages of the Grievance Procedure.

4. No Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the Administration against any employee, any representative, any member of the Organization, or any other participant in the Grievance Procedure by reason of such participation.

5. Group Grievance

- a. If in the judgment of the Organization, a grievance affects a group or class of employees, the Organization may submit such a grievance in writing to the Vice President and Dean of the College directly.
- b. This shall be in lieu of Step One - Immediate Supervisor.
- c. All other procedures, as previously written, shall be followed.
- d. The Organization may process such a grievance even though the aggrieved person does not wish to do so.

6. Written decisions

- a. All decisions rendered at Levels One, Two, Three and Four of the Grievance Procedure, shall be in writing setting forth the decision and the reasons thereof and shall be transmitted within the time limit to all parties and interests and to the Organization.
- b. Decisions rendered at Level Four shall be in accordance with the procedure set forth in Section 4, Level Four - Arbitration, of this Grievance Procedure.

7. Separate Grievance File

- a. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

- b. Information concerning a participant's involvement in a grievance shall be considered privileged data and not subject to distribution or dissemination except as may be required by law and this Agreement.

8. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared and agreed upon jointly by the Executive Director of Personnel Affairs and College Policy Review/Chief Negotiator and the Organization and given appropriate distribution so as to facilitate operation of the Grievance Procedure.

9. Meetings and Hearings

- a. Meetings and hearings under this procedure shall not be conducted in public and shall include only those parties or their designee(s) or selected representative(s) previously referred to in this Grievance Procedure.
- b. All persons known to have information relative to a grievance shall be required to attend any and all hearings.
- c. Prior to any hearing, the parties shall identify to each other those representatives who may be in attendance.

**Section 4: Procedure**

Level One - Immediate Supervisor

- 1. An employee with a grievance shall first discuss it with her/his immediate supervisor either directly or through the Organization's designated representative with the objective of resolving the matter informally.
- 2. The employee must discuss the grievance with her/his immediate supervisor within twenty (20) College days of when the employee

could reasonably have been expected to have known that the grievance occurred.

#### Level Two - President

1. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) College days after the presentation of the grievance, she/he may file the grievance in writing with the Organization within five (5) College days after the decision at Level One or ten (10) College days after the grievance was presented, whichever is sooner.
2. Within five (5) College days after receiving the written grievance, the Organization shall refer it to the President.
3. At any hearing conducted by the President, she/he shall have in attendance the Vice President and Dean of the College. The Vice President and Dean of the College will be available to serve as a resource person.

#### Level Three - Board of Trustees

1. If the aggrieved employee is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) College days after the presentation of the grievance, she/he may file the grievance with the Board of Trustees within five (5) College days after the decision at Level Two or ten (10) College days after the grievance was presented, whichever is sooner.
2. Submission of the grievance to the Board shall be transmitted through the Executive Director of Personnel Affairs and College Policy Review/Chief Negotiator.
3. The Board will place the grievance on the agenda of the next regularly scheduled Board meeting providing that the Executive Director of Personnel Affairs and College Policy Review/Chief Negotiator is in

receipt of the grievance seven (7) calendar days prior to the date of that regularly scheduled Board meeting.

4. If the grievance is not received by the Executive Director of Personnel Affairs and College Policy Review/Chief Negotiator within the stated time frame, then the grievance will be placed on the following month's Board agenda for consideration.

#### Level Four - Arbitration

1. The decision of the Board shall be final provided, however, that any party to the grievance dissatisfied with the findings of the Board may request submission of the grievance to an impartial arbitrator to be selected pursuant to the rules and procedures of the Public Employee Relations Commission of the State of New Jersey or the American Arbitration Association.
2. The arbitrator so selected shall be afforded access to all documentation used in the prior internal steps in the Grievance Procedure but shall not have the authority to alter, change or otherwise affect terms of this Agreement and shall address her/his judgment solely to the grievance presented.
3. Neither party shall be bound by the decision of the arbitrator.
4. The cost thereof shall be borne equally by the Organization and the Board.
5. The decision to submit a grievance to such advisory arbitration must be evidenced by action no later than fifteen (15) calendar days after receipt of the Board's decision by certified mail.
6. Expiration of this period shall preclude further processing of the grievance except to the extent provided by law outside the limitations of this procedure.

**ARTICLE TWENTY-SIX**  
**SALARY INCREASES AND SALARY RANGES**

**Section 1: Special Payments**

1. A payment of \$150.00 will be made to each unit member in the first paycheck of her/his individual base employment contract period for the 1998-1999 fiscal year. This payment will not be included in any unit member's base salary rate.
2. A payment of \$200.00 will be made to each unit member in the first paycheck of her/his individual base employment contract period for the 2003-2004 fiscal year. This payment will not be included in any unit member's base salary rate.

**Section 2: Salary Increases**

Each eligible instructional assistant shall receive an increase based upon the duration of her/his individual base employment contract period according to the following schedule:

<b><u>Fiscal Year</u></b>	<b><u>General Salary Increase</u></b>
1998-1999	3.0% of own salary effective the first day of each unit member's base employment contract.
1999-2000	3.5% of own salary effective the first day of each unit member's base employment contract.
2000-2001	3.5% of own salary effective upon the first day of each unit member's base employment contract.

**Fiscal Year****General Salary Increase**

2001-2002

3.5% of own salary effective upon the first day of each unit member's base employment contract.

2002-2003

3.5% of own salary effective upon the first day of each unit member's base employment contract.

2003-2004

3.0% of own salary effective upon the first day of each unit member's base employment contract.



**Section 2: Salary Ranges**

<b><u>Contract Duration</u></b>	<b><u>Salary Range</u></b>	
	<b><u>Minimum</u></b>	<b><u>Maximum</u></b>
<b><u>Effective July 1, 1998</u></b>		
Eight (8) Month	\$14,600	\$30,415
Ten (10) Month	18,247	38,013
Twelve (12) Month	21,893	45,618
<b><u>Effective July 1, 1999</u></b>		
Eight (8) Month	\$15,111	\$31,480
Ten (10) Month	18,886	39,343
Twelve (12) Month	22,659	47,215
<b><u>Effective July 1, 2000</u></b>		
Eight (8) Month	\$15,640	\$32,582
Ten (10) Month	19,547	40,720
Twelve (12) Month	23,452	48,868
<b><u>Effective July 1, 2001</u></b>		
Eight (8) Month	\$16,187	\$33,722
Ten (10) Month	20,231	42,145
Twelve (12) Month	24,273	50,578

June 16, 1998

**Effective July 1, 2002**

Eight (8) Month	\$16,754	\$34,902
Ten (10) Month	20,939	43,620
Twelve (12) Month	25,123	52,348

**Effective July 1, 2003**

Eight (8) Month	\$17,257	\$35,949
Ten (10) Month	21,567	44,929
Twelve (12) Month	25,877	53,918

**Section 3: Salary Increases for Attaining Advance Degrees**

After completion of a relevant baccalaureate degree, for which compensation is made in starting salary determined upon initial employment in a position covered by the Collective Agreement, an IA shall, upon submission to the College of a transcript indicating the awarding of a degree, receive the same adjustment in salary rate for holding that degree as a new hire would receive during the same collective agreement year. This provision shall be applied only to those affected IAs who are on payroll as of June 30, 1989.

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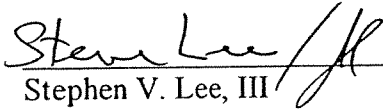
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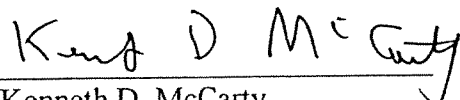
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**ARTICLE TWENTY-SEVEN**  
**SUMMARY AND DURATION OF AGREEMENT**

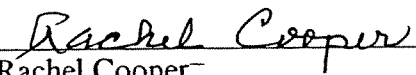
The terms of this agreement shall be effective on July 1, 1998 and shall continue in effect until June 30, 2004

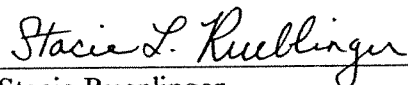
Board of Trustees  
Burlington County College

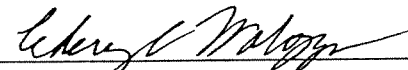
  
\_\_\_\_\_  
Stephen V. Lee, III  
Chairman of the Board

  
\_\_\_\_\_  
Kenneth D. McCarty  
Chief Negotiator

Instructional Assistants Organization  
Burlington County College

  
\_\_\_\_\_  
Rachel Cooper  
Chief Negotiator

  
\_\_\_\_\_  
Stacie Ruenlinger  
Negotiator

  
\_\_\_\_\_  
Cheryl Wolozyn  
Negotiator

Date Signed JUNE 16, 1998 Date Signed 6-16-98