AGREEMENT 1985 –1987



between

THE BOARD OF TRUSTEES

of

GLOUCESTER COUNTY COLLEGE Board at Inestee

and

THE PARAPROFESSIONAL MEMBERS

nf

THE GLOUCESTER COUNTY COLLEGE

FEDERATION OF TEACHERS ,

WHICH IS AFFILIATED WITH

AFT, AFL-CIO LOCAL 2338

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AGREEMENT	1
Between the Board of Trustees of Gloucester County College, operating	2
under the provision of Public Laws of 1974, Chapter 123, of the State	3
of New Jersey	4
and	5
The paraprofessional members of	6
The Gloucester County College Federation of Teachers	7
which is affiliated with AFT, AFL-CIO	8
This Agreement entered into this	9
by and between the Board of Trustees of Gloucester County College,	10
hereinafter called the Board, and the Gloucester County College Fed-	11
eration of Teachers, which is affiliated with AFT, AFL-CIO, Local 2338,	12
hereinafter called the Federation, represents a complete agreement	13
between the parties, and provides that:	14
1.1 Board Recognition	15
The Board recognizes paraprofessionals including	16
Media Technician	17
Library Technicians	18
Financial Aid Technician	19
Computer Instruction Lab Technician	20
and any other newly hired paraprofessionals in the Library/Media	21
Center, but excluding those paraprofessionals in the offices of:	22
Administrative Services	23
Student Services	24
Personnel	25
Community Services	26
Health Services	27
Tutorial Services	

and all other non-paraprofessional personnel. Newly hired	3
paraprofessionals in areas other than those enumerated above will	2
not be specifically included in, or excluded from, the bargaining	3
unit. Such new positions will be dealt with on a case by case	4
basis.	5
Contrary to Law	6
If any provision of this agreement or any application of the	7
agreement to any employee or group of employees shall be found	8
contrary to law, then such provision or application shall be void,	9
but all other provisions or applications of this agreement shall	10
continue in full force and effect.	11
Effect by Passage of Law	12
Any provision of this contract which is contrary to law, but	13
becomes lawful during the life of this contract, shall take	14
immediate effect upon the enactment of such legislation.	15
Amendment	16
Should the parties agree to an amendment of this agreement, such	17
amendment shall be reduced to writing, submitted to ratification	18
procedures of the Board and the Federation, and if ratified,	19
become part of the agreement.	20
Released Time for Negotiations	21
When mutually determined negotiating meetings are planned during	22
the working day, one member of the bargaining unit will be granted	23
released time.	24
	25

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1.6	Budget Information	1
	The Board will make available to the Federation upon written	2
	request:	3
	(1) The number of paraprofessionals within the unit and their	4
	respective titles and salaries.	5
	(2) Other reports within the public domain.	6
1.7	Selection of Negotiators	7
	Neither party in any negotiations shall have any control over the	8
	selection of the negotiating representatives of the other party.	9
	Maximum size of each negotiating team at any one session shall not	10
	exceed four (4) in number. The parties mutually pledge that their	11
	representatives shall be clothed with all necessary power and	12
	authority to make and consider proposals and make counter pro-	13
	posals.	14
1.8	Copies_of Agreement	15
	Copies of this agreement shall be reproduced by the Board and	16
	distributed to all members of the paraprofessional unit now	17
	employed or hereafter employed by the Board for the duration of	18
	this agreement. The Board will supply ten (10) copies to the	19
	Federation. Bonafide candidates for employment shall be given a	20
	copy of the agreement.	21

	ARTICLE II	1
	Rights of Parties	2
2.1	Right to Organize	3
	Nothing contained herein shall be construed to deny or restrict	4
	the rights of these employees under the New Jersey Statutes	5
	Annotated, Title 18A or other applicable laws and regulations.	6
	The rights granted and duties inferred herein shall be deemed to	7
	be in addition to those provided elsewhere. However, the Board	8
	retains all rights not specifically conferred upon the Federation.	9
2.2	Right to Negotiate	10
	Unit members as described in Article I have the right freely to	11
	organize, join and support the Federation for the purpose of	12
	engaging in collective negotiation and other concerted activities	13
	for mutual aid and protection.	14
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	ARTICLE III	1
	Paraprofessional Assignments and Responsibilities	2
3.1	Holidays	
	Holidays for the period of this agreement shall be determined by	4
	action of the Board.	
3.2	Working Hours	(
	The work week for paraprofessionals shall be forty (40) hours over	7
	a five (5) consecutive day period, including a one (1) hour lunch	8
	period daily. Working hours for each employee are to be con-	9
	sidered set as of the signing date of this agreement. Any	10
	proposed changes of the working hours and days will be negotiated	13
	with the Federation concerning impact.	1:
3.2b	Make-up Days	13
	Days of normal work which are proposed for closing (of the	14
	College) shall first be advised to the Union at least thirty (30)	19
`	calendar days in advance and representatives of the Board and	10
	Union shall meet at a time of mutual convenience to resolve a	1
	method(s) to make up such time.	18
3.3	Overtime	19
	All work required in excess of thirty-five (35) hours and through	29
	forty (40) hours in the work week shall be paid at the regular	2
	straight time rate.	2:
	All work required in excess of forty (40) hours per work week	23
	shall be paid at one and one-half ($1\frac{1}{2}$) times the regular straight	24
	time rate.	2
	All work required on Board approved holidays shall be paid at two	2
	and one-half $(2\frac{1}{2})$ times the regular straight time rate.	2

	If overtime is required, the administration will endeavor to give	1
	twenty-four (24) hours advance notice of overtime requirements.	2
	However, such notice shall be at least four (4) hours prior to the	3
	commencement of any overtime requirement unless agreed to by the	4
	employee.	5
3.4	Job Descriptions	6
	All members of the bargaining unit shall have a current job	. 7
	description. If a change in the terms and conditions of employ-	8
	ment of a unit member is proposed, or if a reduction in force is	9
	proposed, the Federation shall be notified and shall have the	10
	opportunity to negotiate concerning such changes or impact in	11
	accordance with Chapter 123, Public Laws of New Jersey, 1974.	12
3.5	Off Campus Activities	13
	(a) Off campus business shall be defined as an activity, approved	14
	by the president or his designee, which requires a unit member to	15
	leave campus.	16
	(b) If a unit member is required or received approval to make a	. 17
	trip on college business, the unit member shall be reimbursed for	18
	the most convenient and economical mode of transportation or at	19
	the specified auto mileage reimbursement rate.	20
	(c) A unit member will be compensated at twenty (20) cents per	21
	mile for travel to and from off-campus assignments in excess of	22
	the mileage required for a round trip to the college from his/her	23
	home.	24
		25
3.6	Meal Allowance	26

Unit members who have completed a regular work day and are

required	to	return	to	work	for	an	evening	assignment	will	bе
entitled	to	a \$6.00) d:	inner	a110	owai	nce.			

	ARTICLE IV	1
	Personnel Files	2
4.1	(a) The College shall maintain a personnel file on each employee	3
	which shall include, but not be limited to, the following:	4
	(1) Personnel information	5
	(2) Information relating to the employee's accomplishments	6
	submitted by the employee or placed in the file at his	7
	request	8
	(3) Records generated by the College	9
	(4) Job description	10
	(5) Information of a positive nature indicating special	11
	achievements, research, performance and contributions.	12
	(b) The employee may, upon request, examine the individual	13
	personnel file referred to in 4.1 (a) and photocopy material	14
	therein, within five (5) working days of the initial request, at a	15
	time mutually convenient to the administrator in charge and the	16
	unit member.	17
	(c) All material requested by the College or supplied by the	18
	employee in connection with the employee's original employment	19
	shall be maintained in a confidential pre-employment file, which	20
	shall not be available for examination by the employee.	21
	(d) The administrator in charge will be responsible for the	22
	safekeeping of the personnel files.	23
	(e) Unit members shall be shown material to be placed in their	24
	file and shall acknowledge by signature having seen same. Such	25
	acknowledgment shall not necessarily indicate agreement with the	26
	material. Unit members shall have the right to respond to any	27

material placed in the file. Material not so treated shall be	1
removed from the file at the unit member's request, or it shall	2
have no force or effect.	3
(f) Material not in the file may not be used against the	4
employee.	5
(g) Personnel files will be available to the appropriate adminis-	6
trative personnel and Board members when matters of promotion,	7
retention and performance are under discussion.	8
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ARTICLE V Notice of Appointment, Dismissals and Vacancies 5.1 All employees will be notified of their employment status for the following year no later than April 1st. Any employee receiving subsequent notice of appointment must sign and return such notice by April 15th or the employee shall be considered as having resigned. Any employee not offered subsequent notice of appointment may request reasons in writing, and a hearing in accordance with the dictates of the New Jersey Administrative Code Title 6. Such reasons, and hearing if required, shall be granted by the Board in accordance with said code's provisions. 5.2 Unit members will be advised of newly created administrative and supervisory positions before public announcement is made.

	ARTICLE VI	1
	Group Health Insurance	2
6.1	Medical Insurance	3
	The Board shall provide for each employee, beginning the first of	4
	the month following the first two (2) months of employment, full	5
	family coverage under Hospital Service Plan of New Jersey (Blue	6
	Cross and Blue Shield) or comparable plan, at least in service and	7
	benefit.	8
6.2	Prescription Plan	9
	Each employee shall receive Board initiated and funded Blue Cross	10
	of New Jersey Prescription Plan (\$1.00 deductible, Co-Pay).	11
6.3	Insurance Carrier(s)	12
	The Board and Federation agree to negotiate on the merits of any	13
	proposed change in insurance carriers based on the benefits of the	14
	proposed plan(s), but not to include compensation for a less	15
	expensive plan(s). Such negotiations shall be prior to any	16
	effective change to a different plan(s).	17
6.4	Supplemental Insurance Fund	18
	The Board shall contribute \$150 per unit member per year to an	19
	interest bearing fund except that effective July 1, 1986 the Board	20
	contribution shall be increased to \$300 per unit member per year.	21
	Such supplemental insurance fund shall be jointly administered by	22
	the Federation designee and the Board.	23
6.5	Retiree Coverage	24
	All unit members and his/her spouse covered by this agreement on	25
	their retirement from the College shall be eligible for all health	26
	insurance coverage currently in force at the unit member's (or	27

spouse's) expense and at no cost to the College. In addition, effective June 30, 1987 future retirees (as defined in Article XII) shall be provided single coverage basic health insurance coverage at the Board of Trustees expense. Such retirement benefit shall be operative with the effective date of reception of N.J. retirement pension benefits or TIAA/CREF using the same standards.

	ARTICLE VII	1
	Salaries and Deductions	2
7.1	Salary	3
	The salary of employees shall be paid on a bi-weekly basis.	4
7.2	Requests for Deductions	5
	Unit members may, by executing the proper form as provided by the	. 6
	Board, have automatic self payroll deductions for any of the	7
	following purposes:	8
	(a) Professional Dues	9
	(b) Government Bonds	10
	(c) Credit Union	11
	(d) Public Employees Retirement System	12
	(e) Dental Program	13
	(f) Any professional insurance programs	14
	(g) Such other as shall be mutually agreed upon by the Federation	15
	and the Board.	16
7.3	Representation Fee for Non-members	17
	(a) The Federation President shall submit to the College person-	18
	nel office a list of names of employees covered by this contract	19
	who are not currently dues paying members. The College, in	20
	compliance with State law and this agreement, will deduct from	21
	such employees' pay a representation fee equal to 85% of the	22
	amount set for Federation members. (This amount will be de-	23
	termined by the Federation Treasurer, and is to be paid by payroll	24
	deduction.)	25
	(b) It is agreed by the parties to this Agreement that the Board	26
	shall have no other obligation or liability, financial or	27

otherwise,	(other	than set	forth her	ein) beca	use of actions
arising out	of the	understan	dings expr	essed in	the language of
this Artic	le. It	is furthe	er understo	ood that	once the funds
deducted ar	e remitt	ed to the	Federation,	, the disp	osition of such
funds there	after sh	all be the	e sole and	exclusive	obligation and
responsibil	ity of th	ne Federati	on.		

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

	ARTICLE VIII	:
	Paid Leaves of Absence	:
8.1	Sick Leave	:
	Employees shall receive twelve (12) days sick leave per year	
	accumulative, i.e., one (1) day per month.	!
	Sick leave is subject to medical verification if requested by	(
	supervisor.	•
	Sick leave will be credited to the employee on a pro-rated basis	1
	from the time of employment for those starting other than the	(
	start of the College fiscal year.	1
8.2	Bereavement	1
	(a) A paid bereavement leave of four (4) days maximum will be	1:
	allowed for each death in the immediate family. Family shall	13
	mean: father, mother, siblings, wife, husband, children, step-	14
	children, grandchilden, mother-in-law and father-in-law. Addi-	15
	tional leave may be granted at the discretion of the president.	10
	(b) In the event of the death of a member of his family other	1
	than those previously listed, a unit member may be entitled to one	18
	(1) full day to attend the funeral.	19
8.3	Personal Leave	20
	Employees may be granted two (2) days personal leave with pay for	2
	bonafide personal business which cannot be handled outside of	2:
	regular working hours, such as:	2:
	(a) Real estate closing	2
	(b) Marriage of the unit member or a member of his/her	2
	immediate family	2
	(a) Craduation of a member of the immediate family	2

	ARTICLE IX	1
	Unpaid Leaves of Absence	2
9.1	Applications for Unpaid Leave	3
	Applications for unpaid leaves of absence, other than child	4
	rearing, must be made in writing no less than 6 months prior to	5
	the effective date of such leave; notice to return must be made in	6
	writing no less than 6 months prior to date of return.	7
9.2	Child Rearing Leave	8
	Employees of either sex shall be granted unpaid leave of absence	9
	up to one (1) year for care of a newborn child under one-hundred-	10
	twenty (120) days of age at the time the leave commences (or for	11
	an adopted child less than five (5) years of age) provided that	12
	where possible at least sixty (60) days prior written notice is	13
	given the College. Employees granted such leave must return at	14
	the start of the next academic year. During such leave benefits	15
	shall be frozen.	16
9.3	Leave for Personal Reasons	17
	A leave for personal reasons of up to one year may be granted by	18
	the Board to a unit member upon mutual consent.	19
9.4	Leave for Professional Services	20
	A leave to serve with AFT or its affiliates will be granted for	21
	one (1) year.	22
9.5	Leave for Study	23
	Leave for undergraduate or graduate study in the unit member's	24
	discipline will be granted for one (1) year.	25
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9.6 Continuation of Benefits

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

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ARTICLE X	1
<u>Privileges</u>	2
10.1 <u>Tuition Waiver</u>	3
Subject to meeting entrance requirements, unit members, their	4
spouses, and single, dependent children (per current IRS stan-	5
dard), will be granted waiver of tuition and activity fee to	6
credit and non-credit courses at the college. In any instance in	7
which the agreement with a co-sponsoring organization for an	8
offering prohibits access to courses, that agreement with the	ģ
co-sponsor shall govern.	10
10.2 Early Childhood Education Center	1:1
Unit members will be granted the privilege to utilize the facil-	12
ities of the Early Childhood Education Center for so long as it	. 13
continues to exist, in conformity with the rates and rules of such	14
facility.	15
10.3 Tuition Reimbursement	16
The Board of Trustees shall authorize payment to unit members for	17
under-graduate study in the unit member's field of work. Payment	18
shall be made subject to the following conditions:	19
(a) Courses must be submitted at least ten (10) days prior to	20
matriculation in such course(s) and are subject to approval by the	21
president or his designee.	22
(b) Upon successful completion of course work, reimbursement will	23
be made to a maximum of \$475 per year for 1985-86 and 1986-87.	. 24
10.4 Parking	25
Unit members may use designated reserved Faculty/Staff parking	26
area.	27

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ARTICLE XI	1
Vacation for Twelve Month Employees	2
11.1 Vacation	3
Each employee shall have a vacation of fifteen (15) working days	4
per year of vacation for the first three years of completed	5
employment. Vacation entitlement thereafter shall be:	6
After 3 completed years of service16 days	7
After 6 completed years of service17 days	8
After 10 completed years of service18 days	9
After 12 completed years of service19 days	10
After 14 completed years of service20 days	11
Vacation days are earned pro rata for each month of employment.	12
Vacation time may be carried into the subsequent year except that	13
no more than ten (10) days may be carried beyond October 15th of	14
such subsequent year.	15
	16
11.2 Vacation Schedule	17
An employee's preference as to the period during which vacation is	18
desired to be taken shall be given full consideration, but it must	19
be recognized that vacations must be taken at such times as are	20
consistent with the best interests of the college.	21
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		ARTICLE XII	1
		Retirement "Bonus"	2
			3
12.1	A re	tirement "Bonus" shall be effective June 30, 1987 based on a	4
	рауп	ent of \$30 per accumulated sick leave day provided that:	5
	(a)	The unit member had been employed actively by the College for	6
		20 years.	7
	(ъ)	The unit member must provide at least one year's prior	8
		written notice of intent to retire.	g
	(c)	The unit member retires under the New Jersey Public Employees	10
		retirement System.	11
			12
12.2	If t	the years of a unit number's active College service is less	13
	than	20 but at least 10 full years, then the retirement "bonus"	14
	shal	1 be proportional i.e., 11/20, 12/20 etc. to the maximum as	15
	per	above.	16
		•	17
12.3	The	unit member may elect to defer the retirement "bonus"	18
	comp	ensation up to 12 months.	19
			20
			21
			22
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			. 24
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ARTICLE XIII

Grievance Procedure

- 13.1 A grievance is a claim or complaint by a unit member, group of unit members or the Federation, hereinafter referred to as a Grievant, based upon an event which affects a condition of employment, discipline or discharge, and/or alleged violation of which constitutes a misrepresentation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board of Trustees. In the event that a unit member or group of unit members, or the Federation believes there is a basis for a grievance, it shall:
 - (a) Informally discuss the grievance with the immediate supervisor or the appropriate administrator.
 - (b) If, as a result of the informal discussion a grievance is unresolved, the Grievant may invoke the formal grievance procedure on the form required, signed by the Grievant. Every formal grievance shall be filed within four weeks of the occurrence or thereafter be barred. Two copies of the grievance shall be filed with the president of the College or a representative designated by him.
 - (c) Within one week of date of filing, the president or his designee shall meet with the Grievant or his representative in an effort to resolve the grievance. The president or his designee shall indicate his disposition of the grievance in writing within one week of said meeting.
 - (d) If the Grievant is not satisfied with the disposition of the grievance by the president or his designee or if no disposition

has been made within the time limits in paragraph (c), the grievance shall be transmitted to the Board of Trustees by the Grievant by filing a written copy thereof with the Secretary of said Board. The Board shall, within five calendar weeks of the date of filing, either allow the grievance of hold a hearing on the grievance. No later than one calendar week thereafter, the Board of Trustees shall indicate its disposition of the grievance, in writing, to the Federation. A grievance based on lack of contract offer by the Board of Trustees for unit members shall be handled per Article V, Section 5.1.

- (e) If the Federation is not satisfied with the disposition of the grievance by the Board of Trustees, or if no disposition has been made within the period provided in paragraph (d), the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree on an arbitrator, he shall be selected pursuant to the rules and procedure of the American Arbitration Association, whose rules shall likewise govern the arbitration proceeding. Neither the Board nor the Federation shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement. Both parties agree to be bound by the decision of the arbitrator.
- (f) Subject to (g) infra, the fees and expenses of the arbitrator shall be shared equally by the parties.
- (g) No reprisals of any kind shall be taken against any unit member for participating in any grievance. If any unit member for

whom a grievance if filed, processed or sustained shall be found	1
to have been unjustly discharged, he shall be restored to his	2
former position with full reimbursement of all compensation lost,	3
and in addition the Board shall pay the entire cost of fees and	4
expenses of the arbitrator. However, if the discharge is found to	5
have been justified, the Federation shall pay the entire cost of	6
fees and expenses of the arbitration.	7
(h) The number of days indicated at each level should be con-	8
sidered as maximum and every effort should be made to expedite the	9
process. However, the time limits may be extended by mutual	10
consent.	11
(i) All documents, communications and records dealing with	12
grievances shall be filed separately from the personnel file of	13
the participants.	14
(j) It is agreed that each party shall furnish the other with any	15
information in its possession necessary for the processing of any	16
grievance or complaint.	17
(k) If a unit member or a supervisor has a matter which he wishes	18
to discuss with the other, he is free to do so without recourse to	19
the grievance procedure.	20
(1) No grievance shall be adjusted without prior notification to	21
the Federation and an opportunity for a Federation representative	22
to be present, nor shall any adjustment of a grievance be incon-	23
sistent with the terms of this Agreement.	24
(m) A grievance may be withdrawn at any level.	25
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13.2 Formal Grievance Procedure Form	1
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NAME	3
POSITION	5
DATE OF GRIEVANCE	7
	 8
DATE OF FILING	9
	10
NATURE OF GRIEVANCE:	11
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	. 16
PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:	17
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SIGNATURE	22
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DATE RECEIVED BY PRESIDENT	. 1
	2
DATE OF MEETING WITH GRIEVANT	. 3
	4
DISPOSITION:	5
	. 6
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DATE:SIGNATURE	. 10
	11
DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES	. 12
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DATE GRIEVANCE ALLOWED	. 14
	15
DATE OF HEARING	. 16
•	17
DISPOSITION:	18
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DATE:SIGNATURE	. 23
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ARTICLE XIV 1 Duration of Agreement 14.1 This Agreement incorporates the entire understanding of the 3 parties on all matters which were, or could have been, the subject of negotiation and supersedes each and every provision of all prior contracts between the parties. Except as specified, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the 9 parties at the time they negotiated or executed this Agreement. 10 14.2 This Agreement shall be effective for a period of two (2) years 11 starting July 1, 1985 and continuing through June 30, 1987. 12 14.3 At the conclusion of said two (2) year period, this Agreement 13 shall continue from year to year thereafter unless either party 14 shall, not earlier than October 1, 1986 or later than October 15, 15 1986, give written notice to the other of its intention to termi-16 nate, modify, or supplement this Agreement. 17 Within thirty (30) days of such notice, the duly authorized 18 representatives designated by the parties will meet for the 19 20 purpose of negotiating the aforementioned items. 21 22 Chairperson, Board of Trustees Federation President 23 24 25 26 27

DATED

APPENDIX A		
GLOUCESTER COUNTY COLLEGE		
Salary Schedule		
1985-86 1986-87		
Paraprofess	sionals	
Twelve Month B	Employees	
	1985-86	1986-87
Library Technician (A)	\$17,056	\$18,164
Library Technician (B)	14,690	15,727
Media Technician	13,875	14,887
Computer Instruction Lab Technician	14,500	15,531
Financial Aid Technician	14,401	15,429
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