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Agreement

1989 - 1992

between
THE BOARD OF TRUSTEES
of
GLOUCESTER COUNTY COLLEGE
and
THE PARAPROFESSIONAL MEMBERS
of
THE GLOUCESTER COUNTY COLLEGE
FEDERATION OF TEACHERS
WHICH IS AFFILIATED WITH
AFT, AFL-CIO

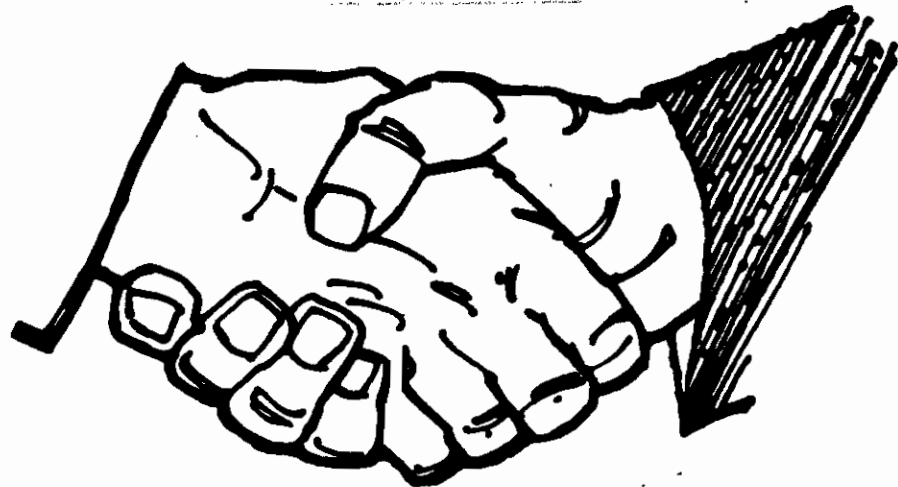


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AGREEMENT

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

and

The paraprofessional members of
The Gloucester County College Federation of Teachers
which is affiliated with AFT, AFL-CIO

This Agreement entered into this January 9, 1991
by and between the Board of Trustees of Gloucester County College,
hereinafter called the Board, and the Gloucester County College Fed-
eration of Teachers, which is affiliated with AFT, AFL-CIO, Local 2338,
hereinafter called the Federation, represents a complete agreement
between the parties, and provides that:

1.1 Board Recognition

The Board recognizes paraprofessionals including
Media Technician
Library Technicians
Financial Aid Technician
Computer Instruction Lab Technician
and any other newly hired paraprofessionals in the Library/Media
Center, but excluding those paraprofessionals in the offices of:

- Administrative Services
- Student Services
- Personnel
- Community Services
- Health Services

Tutorial Services

and all other non-paraprofessional personnel. Newly hired paraprofessionals in areas other than those enumerated above will not be specifically included in, or excluded from, the bargaining unit. Such new positions will be dealt with on a case by case basis. To the extent required by statutes, there shall be no discrimination by either the Board or the Federation based on age, sex, race, color, creed, religion, handicaps, national origin, or political affiliation.

1.2 Contrary to Law

If any provision of this agreement or any application of the agreement to any unit member or group of unit members shall be found contrary to law, then such provision or application shall be void, but all other provisions or applications of this agreement shall continue in full force and effect.

1.3 Amendment

Should the parties agree to an amendment of this agreement, such amendment shall be reduced to writing, submitted to ratification procedures of the Board and the Federation, and if ratified, become part of the agreement.

1.4 Released Time for Negotiations

When mutually determined negotiating meetings are planned during the working day, one member of the bargaining unit will be granted released time.

1.5	<u>Budget Information</u>	1
	The Board will make available to the Federation upon written request:	2
	(1) The number of paraprofessionals within the unit and their respective titles and salaries.	3
	(2) Other reports within the public domain.	4
1.6	<u>Selection of Negotiators</u>	5
	Neither party in any negotiations shall have <u>any</u> control over the selection of the negotiating representatives of the other party.	6
	Maximum size of each negotiating team at any one session shall not exceed four (4) in number. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make and consider proposals and make counter proposals.	7
1.7	<u>Copies of Agreement</u>	8
	Copies of this agreement shall be reproduced by the Board and distributed to all members of the paraprofessional unit now employed, upon notice of appointment for the duration of this agreement. The Board will supply ten (10) copies to the Federation. Candidates for employment who have been offered a position by the Board will be furnished a copy of the Agreement between the College and the Paraprofessional Unit along with their contract of employment.	9
1.8	<u>Continuing Consultation</u>	10
	The Paraprofessionals Group will meet with the President and appropriate administrators, once a year, to discuss administration of this Agreement and/or concerns of mutual interest.	11

ARTICLE II

Rights of Parties

2.1 Right to Organize

Nothing contained herein shall be construed to deny or restrict the rights of these employees under the New Jersey Statutes Annotated, Title 18A or other applicable laws and regulations. The rights granted and duties inferred herein shall be deemed to be in addition to those provided elsewhere. However, the Board retains all rights not specifically conferred upon the Federation.

2.2 Right to Negotiate

Unit members as described in Article I have the right freely to organize, join and support the Federation for the purpose of engaging in collective negotiation and other concerted activities for mutual aid and protection or to refrain from same.

2.3 Board's Authority

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

ARTICLE III

Paraprofessional Assignments and Responsibilities

3.1 Holidays

Holidays for the period of this agreement shall be determined by action of the Board.

3.2 Working Hours

The work week for paraprofessionals shall be forty (40) hours over a five (5) consecutive day period, including a one (1) hour lunch period daily. Working hours for each employee are to be considered set as of the signing date of this agreement. Any proposed changes of the working hours and days will be negotiated with the Federation concerning impact. In the event that campus-based classes are cancelled for any emergency, no paraprofessional who is scheduled for on-campus assignment is required to work for the duration of said cancellation. In addition, in the event that any off-campus facility to which an employee is assigned is declared officially closed for any emergency, no unit member who is assigned to such facility will be required to work for the duration of said cancellation.

3.2b Make-up Days

Days of normal work which are proposed for closing (of the College) shall first be advised to the Union at least thirty (30) calendar days in advance and representatives of the Board and Union shall meet at a time of mutual convenience to resolve a method(s) to make up such time.

3.3 Overtime

All work required in excess of thirty-five (35) hours and through forty (40) hours in the work week shall be paid at the regular straight time rate.

All work required in excess of forty (40) hours per work week shall be paid at one and one-half (1½) times the regular straight time rate.

All work required on Board approved holidays shall be paid at two and one-half (2½) times the regular straight time rate. If overtime is required, the administration will endeavor to give twenty-four (24) hours advance notice of overtime requirements. However, such notice shall be at least four (4) hours prior to the commencement of any overtime requirement unless agreed to by the employee.

3.4 Job Descriptions

All members of the bargaining unit shall have a current job description. If a change in the terms and conditions of employment of a unit member is proposed, or if a reduction in force is proposed, the Federation shall be notified and shall have the opportunity to negotiate concerning such changes or impact in accordance with Chapter 123, Public Laws of New Jersey, 1974.

3.5 Off Campus Activities

(a) Off campus business shall be defined as an activity, approved by the president or his designee, which requires a unit member to leave campus.

(b) If a unit member is required or received approval to make a trip on college business, the unit member shall be reimbursed for the most convenient and economical mode of transportation or at the specified auto mileage reimbursement rate.

(c) A unit member will be compensated at twenty-two (22) cents per mile for travel to and from off-campus assignments in excess of the mileage required for a round trip to the college from his/her home.

3.6 Meal Allowance

Unit members who have completed a regular work day and are required to return to work for an evening assignment will be entitled to a \$7.50 dinner allowance.

ARTICLE IV

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Personnel Files

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

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(1) Personnel information

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(2) Information relating to the employee's accomplishments submitted by the employee or placed in the file at his request

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(3) Records generated by the College

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(4) Job description

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(5) Information indicating special achievements, research, performance and contributions.

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

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

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

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(e) Unit members shall be shown material to be placed in their file and shall acknowledge by signature having seen same. Such acknowledgment shall not necessarily indicate agreement with the material. Unit members shall have the right to respond to any

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material placed in the file within thirty (30) days after review- 1
ing such material file. Material not so treated shall be removed 2
from the file at the unit member's request, or it shall have no 3
force or effect. 4

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

Group Health Insurance

6.1 Medical Insurance

The Board shall provide for each employee, beginning the first of the month following the first two (2) months of employment, full family coverage under Hospital Service Plan of New Jersey (Blue Cross, U.C.R. Blue Shield, Rider J and Major Medical).

6.2 Prescription Plan

Each employee shall receive Board initiated and funded Blue Cross of New Jersey Prescription Plan (\$1.00 deductible, Co-Pay).

6.3 Dental Insurance

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

6.4 Insurance Carrier(s)

Upon written request of the Board, the parties agree to promptly enter into negotiations during the term of the Agreement concerning the change of insurance plan(s) and/or carriers and/or self insurance. In the event there is no agreement on a change(s) to provide substantially similar benefits, either party may invoke mediation and/or fact-finding through the Public Employment Relations Commission. The parties agree that any change through the aforementioned processes will not include compensation for a less expensive plan.

6.5 Retiree Coverage

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

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

ARTICLE VII

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Salaries and Deductions

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7.1 Salary

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The salary of employees shall be paid on a bi-weekly basis.

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7.2 Requests for Deductions

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

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(a) Professional Dues

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(b) Government Bonds

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(c) Credit Union

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(d) Public Employees Retirement System

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(e) Dental Program

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(f) Any professional insurance programs

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

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7.3 Representation Fee for Non-members

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(a) The Federation President shall submit to the College personnel office a list of names of employees covered by this contract who are not currently dues paying members. The College, in compliance with State law and this agreement, will deduct from such employees' pay a representation fee equal to 85% of the amount set for Federation members. (This amount will be determined by the Federation Treasurer, and is to be paid by payroll deduction.)

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(b) It is agreed by the parties to this Agreement that the Board shall have no other obligation or liability, financial or otherwise, (other than set forth herein) because of actions arising out of the understandings expressed in the language of this Article. It is further understood that once the funds deducted are remitted to the Federation, the disposition of such funds thereafter shall be the sole and exclusive obligation and responsibility of the Federation.

(c) The Federation agrees that it has established or will establish a procedure by which a non-member employee in the unit can challenge the representation fee in accordance with N.J.S.A. 34:13A-5.6. In the event that a challenge is filed, the deductions of the representation fee shall be held in escrow by the Board pending a final resolution of the challenge.

(d) 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 from the time of employment for those starting other than the start of the College fiscal year.

8.2 Bereavement

(a) A paid bereavement leave of four (4) days maximum will be allowed for each death in the immediate family. Family shall mean: father, mother, siblings, wife, husband, children, stepchildren, grandchildren, mother-in-law and father-in-law. Additional leave may be granted at the discretion of the president.

(b) In the event of the death of a member of his family other than those previously listed, a unit member may be entitled to one (1) full day to attend the funeral.

8.3 Personal Leave

Employees may be granted one (1) days personal leave with pay for bona fide personal business which cannot be handled outside of regular working hours, such as:

(a) Real estate closing	1
(b) Marriage of the unit member or a member of his/her immediate family	2 3
(c) Graduation of a member of the immediate family	4
(d) Required appearance in court wherein the employee is not in party and suit with the College. Request for such leave shall be in writing not less than five (5) days for advance, except in the case of an emergency. In a personal emergency situation the employee shall notify the Supervisor as soon as possible.	5 6 7 8 9 10
(e) In cases where there is a life threatening illness of a unit member's spouse or child a maximum of six (6) personal days may be utilized provided such illness is certified by an attending physician and further provided that the unit member has unused personal leave days from the prior three years.	11 12 13 14 15 16
Request for such leave shall be in writing not less than five (5) days for advance, except in the case of an emergency. In a personal emergency situation the employee shall notify the Supervisor as soon as possible.	17 18 19 20 21 22 23 24 25 26 27

ARTICLE IX

Unpaid Leaves of Absence

9.1 Applications for Unpaid Leave

Applications for unpaid leaves of absence, other than child rearing, must be made in writing no less than 6 months prior to the effective date of such leave; notice to return must be made in writing no less than 6 months prior to date of return.

9.2 Child Rearing Leave

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

9.3 Leave for Personal Reasons

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

9.4 Leave for Professional Services

A leave to serve with AFT or its affiliates will be granted for one (1) year.

9.5 Leave for Study

Leave for undergraduate or graduate study in the unit member's discipline will be granted for one (1) year.

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

Privileges

10.1 Tuition Waiver

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

10.2 Early Childhood Education Center

Unit members will be granted the privilege to utilize the facilities of the Early Childhood Education Center for so long as it continues to exist, in conformity with the rates and rules of such facility.

10.3 Tuition Reimbursement

The Board of Trustees shall authorize payment to unit members for up to 12 credits of under-graduate study in the unit member's field of work. Payment shall be made subject to the following conditions:

- (a) Courses must be submitted at least ten (10) days prior to matriculation in such course(s) and are subject to approval by the president or his designee.
- (b) Upon successful completion of course work, reimbursement will be on a per credit basis at the Rutgers's undergraduate rate.
- (c) Nothing herein precludes approval by the President or his

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designee of beneficial graduate courses.	2
10.4 <u>Parking</u>	3
Unit members may use designated reserved Faculty/Staff parking area.	4
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10.5 <u>Privileges During Leave</u>	6
All privileges in Article 10 are continued in force during periods of both approved paid and unpaid leaves.	7
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ARTICLE XI

Vacation for Twelve Month Employees

11.1 Vacation

Each employee shall have a vacation of fifteen (15) working days per year of vacation for the first three years of completed employment. Vacation entitlement thereafter shall be:

After 3 completed years of service	17 days
After 6 completed years of service	18 days
After 10 completed years of service	19 days
After 12 completed years of service	20 days
After 14 completed years of service	21 days

Vacation days are earned pro rata for each month of employment.

Vacation time may be carried into the subsequent year except that no more than ten (10) days may be carried beyond October 15th of such subsequent year.

11.2 Vacation Schedule

An employee's preference as to the period during which vacation is desired to be taken shall be given full consideration, but it must be recognized that vacations must be taken at such times as are consistent with the best interests of the college.

ARTICLE XII

Retirement "Bonus"

12.1 A retirement "Bonus" shall be \$40.00 during 1989/90 and 1990/91 to be increased to \$45.00 during 1991/1992 based on a accumulated sick leave day provided that:

- (a) The unit member had been employed actively by the College for 20 years.
- (b) The unit member must provide at least one year's prior written notice of intent to retire.
- (c) The unit member retires under the New Jersey Public Employees retirement System.

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

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

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 twenty-eight (28) days of the occurrence or thereafter be barred. Two (2) copies of the grievance shall be filed with the president of the College or a representative designated by him.

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

(d) If the Grievant is not satisfied with the disposition of the grievance by the president or his designee or if no disposition has been made within the time limits in paragraph (c), the grievance shall be transmitted to the Board of Trustees by the Grievant by filing a written copy thereof with the Secretary of said Board. The Board shall, within five calendar weeks of the date of filing, either allow the grievance or hold a hearing on the grievance. No later than one calendar week thereafter, the Board of Trustees shall indicate its disposition of the grievance, in writing, to the 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. No more than one (1) substantive issue may be submitted to the arbitrator in a case unless otherwise agreed to in writing by both parties. The arbitrator shall submit a written decision within thirty (30) days of the hearing setting forth his findings of fact, reasoning and conclusions on the issue submit-

ted. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement. Both parties agree to be bound by the decision of the arbitrator.

(f) Subject to (g) infra, the fees and expenses of the arbitrator shall be shared equally by the parties.

(g) No reprisals of any kind shall be taken against any unit member for participating in any grievance. If any unit member for whom a grievance is filed, processed or sustained shall be found to have been unjustly discharged, he shall be restored to his former position with full reimbursement of all compensation lost, and in addition the Board shall pay the entire cost of fees and expenses of the arbitrator. However, if the discharge is found to have been justified, the Federation shall pay the entire cost of fees and expenses of the arbitration.

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

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

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

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

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

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

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13.2 Formal Grievance Procedure Form

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NAME _____

POSITION _____

DATE OF GRIEVANCE _____

DATE OF FILING _____

NATURE OF GRIEVANCE:

PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:

SIGNATURE _____

DATE RECEIVED BY PRESIDENT _____

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DATE OF MEETING WITH GRIEVANT _____

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DISPOSITION:

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DATE: _____ SIGNATURE _____

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DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES _____

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DATE GRIEVANCE ALLOWED _____

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DATE OF HEARING _____

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DISPOSITION:

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DATE: _____ SIGNATURE _____

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ARTICLE XIV

Duration of Agreement

- 14.1 This Agreement incorporates the entire understanding of the parties on all matters which were, or could have been, the subject of negotiation and supersedes each and every provision of all prior contracts between the parties. Except as specified, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- 14.2 This Agreement shall be effective starting with the date of signing through June 30, 1992, subject to the following:
- (a) During the month of October 1991 either party may notify the other in writing of its desire to reopen the Agreement for negotiations for the subsequent year. Within thirty days of such notice, the duly authorized representatives designated by the parties will meet.
 - (b) Salary adjustments for 1989-90 shall be retroactive to July 1, 1989.
 - (c) Each unit member will receive a 9% increase in each of the contract years. Where promotions occur the promotion adjustment should increase the previous base salary prior to the 9% adjustment.
- 14.3 At the conclusion of said period, this Agreement shall continue from year to year thereafter unless either party shall give written notice to the other of its intention to terminate, modify, or supplement this Agreement.

BY Kenneth A. Muzis
Chairperson, Board of Trustees

BY [Signature]
Federation President

BY Virginia M. Scott
Secretary, Board of Trustees

BY [Signature]
Federation Representative

DATED 1/9/91

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APPENDIX A
GLOUCESTER COUNTY COLLEGE
Salary Schedule
1989-92
Paraprofessionals
Twelve Month Employees

	1989-90	1990-91	1991-92
	<u>Minimum</u>	<u>Minimum</u>	<u>Minimum</u>
Library Technician	\$16,511	\$17,254	\$18,030
Media Technician	15,675	16,380	17,117
Computer Instruction Lab Technician	16,198	16,927	17,689
Financial Aid Technician	16,198	16,927	17,689