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THIS DOES NOT
CIRCULATE

COLLECTIVE AGREEMENT

Between

THE BURLINGTON COUNTY COLLEGE
BOARD OF TRUSTEES

and

THE BURLINGTON COUNTY COLLEGE
INSTRUCTIONAL ASSISTANTS ORGANIZATION

JULY 1, 1979 - JUNE 30, 1980

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Labor Relations

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COLLECTIVE AGREEMENT

BETWEEN THE BURLINGTON COUNTY COLLEGE BOARD OF TRUSTEES AND
THE INSTRUCTIONAL ASSISTANT ORGANIZATION OF BURLINGTON COUNTY
COLLEGE

UNIT DEFINITION:

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 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 and clerical and technical employees.

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.

NEGOTIATING PROCEDURES:

The parties agree to enter into collective negotiations during the second week of October, 1979 over a successor Agreement to be applicable to the 1981 fiscal year and such additional years as agreed to. Any agreement so negotiated shall be reduced to writing and be submitted for ratification to the Board and the Organization. The ratified Agreement shall be formally adopted and signed by both parties.

During negotiations, the representatives shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Organization all pertinent records, data and information required by law to be made available to the public.

Neither the Board nor the Organization shall have or exercise control over the selection of the negotiating representatives of the other party

B. Permanent Part-Time IAs

All permanent part-time IAs who work at least (20) twenty hours per week but less than (37.5) thirty-seven and one-half hours per week and receive (8) eight, (10) ten or (12) twelve month contracts.

C. Eight, Ten and Twelve Month Work Schedules Defined

1. Eight (8) month schedule.

The work schedule for eight (8) month IAs is defined as those days when the college is in session. More specifically, it will encompass the academic calendar; from the first day of classes in the Fall semester until the last day of classes in the Winter semester.

2. Ten (10) month schedule.

The work schedule for ten (10) month IAs is defined as those days when the college is in session. More specifically, it will encompass the academic calendar; from the first day of classes in the Fall semester to the last day of classes in the Spring term.

3. Twelve (12) month work schedule.

The work schedule for twelve (12) month IAs is defined as that schedule approved by the Board of Trustees and titled "College Calendar(s) 1979-80".

II. CONDITIONS OF EMPLOYMENT

A. Work Week

1. Permanent full-time IAs

- a. The work week for permanent full-time IAs shall consist of thirty-seven and one-half (37.5) hours per week exclusive of a lunch period. Each permanent full-time IA shall be entitled to a forty-five (45) minute duty-free lunch period each day. Such lunch periods

evenings per week during Spring and Summer terms can be made only by mutual consent of the parties.

- c. Work assignments at locations other than the Pemberton campus must be made by mutual consent of the permanent part-time IA and his/her DC.

B. Laboratory and Instructional Activity Preparation

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

C. IA Duties

1. IA's shall be expected to perform the duties listed in their respective job descriptions.
2. IA's will not be responsible for prior planning of materials to be used in instructional situations.
3. IA's shall be expected to tabulate, correct and score student materials resulting from the IA's implementation of previously planned materials.

However, the responsibility for evaluating student progress and assigning grades remains with the faculty. When appropriate, the IA may provide input to the grade determination.

D. Substitution in Absence of Faculty

In the event there is a faculty absence, an IA, if qualified, and approved by the DC, may take over the particular class and implement the faculty's previously planned course material.

The IA is under no obligation to accept such an assignment.

If the qualified IA agrees to replace the faculty member in the classroom, s/he will be compensated according to the rates listed below. The rates are based on:

\$250 semester hour credit X 3 (if 3 credit course) = \$750

\$750 divided by 42 hours (if 3 credit course)* = \$17.86

*Fall and Winter semesters 14 weeks X 3 hours = 42

Spring and Summer terms 7 weeks X 6 hours = 42

If Board Policy 101A is superceded by a more current policy with higher rates, then the new rates will be utilized in calculating the IA's hourly rate for substituting.

E. 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 DCs.

F. Overtime

1. An IA will be paid overtime for any time s/he works in excess of the official work week so long as such work is related to IA duties.
2. Overtime pay shall be compensated at straight time for hours up to and including forty (40) hours/week and one and one-half (1.5x) the regular rate for hours in excess of forty (40). (See Section II D1, 2 for compensation for substituting of faculty).

G. Notification to Division Chairperson of Absence or Tardiness

Each IA has the responsibility to notify s/his DC prior to the beginning of s/his assigned work day and s/he must call s/his DC within the first two (2) hours of s/his assigned work day to advise s/him of that fact. If the IA does not call in, s/he will not be paid for the period unless circum-

a copy of the seniority list to the President of the IAO by October 15 of each College year.

IAs shall not lose accumulated seniority unless s/he resigns or is discharged for just cause.

L. Layoff

1. If in the judgement of the Board, it becomes necessary to reduce the number of IAs because of financial reasons, then, the division chairperson will utilize the seniority list to determine which IAs will be placed on lay-off status.

The first group of IAs to be placed on lay-off status will be the least senior permanent part time IA according to each particular subject area. Only after all permanent part time employees within the particular subject area are placed on lay-off status will the College lay-off permanent full time IAs. In laying off the full time IAs, the least senior person according to each particular subject area will be placed on lay-off status first.

2. The College shall give a minimum of 60 days notice of impending lay-off to any IA affected.
3. No IA placed on lay-off status shall be precluded from securing other employment during the period of lay-off.
4. 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. 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.

A conference concerning the evaluation results will take place prior to March 15. This conference will be between the IA and the DC. A copy of the evaluation shall be given to the IA including recommendations.

The IA shall have the opportunity to respond in writing to any evaluation. The IA shall sign the evaluation. However, the signature shall not necessarily mean concurrence with the evaluation.

A copy of all evaluation material shall be placed in the IA's official Personnel file.

N. Worker's Compensation

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

O. Summer Assignments

1. Assignment Procedures

Supplemental summer term IA assignments for IAs on regular 10-month contracts shall be considered for those IAs who apply for them in accordance with the following procedures:

- a. Applications for summer 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 willing and qualified to work or other duties which they are willing and qualified to perform.
- c. The IA to whom such appointments are offered will notify the respective Division Chairperson of acceptance or rejection not later than one week prior to the start of classes.

dent upon the number of hours worked per week, and the number of semesters worked per college year.

2. IAs shall have the option of attending graduation ceremonies. If an IA chooses to attend graduation, then it is his/her responsibility to order his/her 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 s/he attends graduation.

Q. Attendance at Division Meetings

There are generally three types of divisional meetings which affect IA's.

1. Mandatory Attendance:

All divisional personnel, including IA's must attend.

2. Optional Attendance:

The IA may or may not attend at his/her choice.

3. Faculty Only:

Meetings concerning only faculty at which IA's shall not attend.

R. Automobile Compensation

The College shall compensate for privately owned automobile travel expense incurred by an IA assigned to two campuses in one work day. Only the distance between the two campuses shall be compensable at the rate of \$.16 per mile. The College shall compensate travel expense incurred by an IA on

It shall be utilized only when occasioned by the employee's personal illness. Single incident absences or 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. Each IA shall be given a written accounting of accumulated sick leave days no later than September 30 of each college year.

2. Sick Leave Pool (in addition to Personal Sick Leave)
One quarter (0.25) day per month per IA shall be credited to a cumulative Sick Leave Pool. Total Pool accumulation shall not exceed ninety (90) days. 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.
 - a. 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. 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.
 - b. Claims against the pool may be made only for absences in excess of five (5) consecutive working days.

- f. No employee may draw more than thirty (30) days from the pool in any single contract year.
- g. Administration of this sick leave pool shall be the responsibility of the personnel department.
- h. 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.

B. Personal Leave

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. Upon five (5) days' notice, in writing, such leave shall be granted by the Division Chairperson.

See III F 4 for personal leave for permanent part-time IAs.

C. Military Duty Leave

1. Military Leave without pay shall be granted to any IA who shall be inducted or enlists for one (1) enlistment period in any branch of the Armed Forces of the United States.
2. Temporary Leave shall be granted without pay to enable an IA to fulfill required military reserve or national guard commitments.
3. All re-employment rights provided by existing or enacted legislation shall accrue to such IA.

approval shall not be arbitrarily withheld.

4. 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).

G. Maternity Leave

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

H. 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 DC 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 shall be submitted in writing to the DC at least four (4) months prior to the effective date of the requested leave. A copy of the request shall be sent to the President of the College and the VPDC by the IA.
3. Within two (2) weeks of the IA's request, the DC shall send a letter to the President of the College stating whether s/he endorses/does not endorse the IA's leave. A copy of this letter shall be sent to the IA and VPDC by the DC.
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 and the DC of the Board of Trustees' approval/disapproval of the

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.

J. Retirement/Insurance Program

Subject to the regulations of the N.J. State Division of Pensions, IAs are eligible for participation in the Alternate Benefit Program (TIAA-CREF for retirement and Prudential for life and disability insurance) or the Public Employees Retirement System (PERS) for retirement and Prudential for life and disability insurance.

K. Health Insurance

Subject to the regulations of the New Jersey State Division of Pensions, hospitalization and medical-surgical insurance, including major medical coverage for the employee and s/his eligible dependents, shall be provided by the Board at no cost to the employee for IAs who are eligible and apply for coverage. This coverage will be provided to 10-month IAs during their 10-month contract period beginning September 1 and during July and August if total contract requirements are completed by employment through June. Coverage for 8-month IAs are subject to Division of Pension rules.

L. Educational Benefits

1. Attendance at the College

a. Personal Attendance

IAs will be permitted to take any courses offered by Burlington County College, without tuition charge, as long as same shall be outside of the employee's normal working hours.

b. Family Attendance

The spouse and dependents (as defined under the provi-

- the College will be notified immediately of all approvals.
- e. Undergraduate level courses, when required as prerequisites or part of a graduate program, shall also qualify.
 - f. 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.
 - g. Refund of tuition shall be taken from the IA pool totaling \$4,000.00 for fiscal year 1980. IAs shall be reimbursed up to a maximum of six (6) credits (either undergraduate or graduate) per fiscal year. The reimbursement rate shall not exceed \$30 per credit for undergraduate courses and \$45 per credit for graduate courses. If any money is unexpended, then it shall be put in the IA pool toward tuition reimbursement for the following fiscal year.
 - h. 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. Such application must be submitted to the appropriate Division Chairperson no later than thirty (30) days after completion of semester during which the courses were taken.
 - i. An IA can request, in writing, to the DC, an extension for the submission of his grade report if the IA has not received his/her grade(s) from the institution in question within the thirty (30) day time limit.

V. GENERAL MEETING TIMES FOR IAS TO DISCUSS TOPICS OF MUTUAL INTEREST

1. IAs 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. Request to hold meetings shall be submitted to the Board's representative* by the President of 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 Board's representative shall inform the Vice President and Dean of the College of the IA's request.
 - d. The Vice President and Dean of the College shall notify the Board's representative whether or not the requested dates are approved. If the dates are not approved, the Vice President and Dean of the College shall suggest alternate dates.
 - e. The Board's representative shall notify the IA's President within one (1) college work week of the IA's initial request, of the Vice President and Dean of the College (VPDC) decision 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 VPDC (or his/her designee) and IA President shall discuss counter dates until concurrence is reached. The final decision shall be in writing and signed by both parties.
 - f. The VPDC shall notify the appropriate Division Chairpersons so that they can make arrangements to cover the assignments of

*The Board's representative will generally be the chief negotiator or his designee, the Assistant to the President: Personnel Affairs.

B. Payroll Deductions For Dues

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.

1. 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.
2. Authorized deductions shall be made in ten (10) equal amounts beginning with the first pay date in November.
3. Remittance of deductions shall be made to the Organization's Treasurer by the College Business Office no later than the 30th of the month following that in which the deductions were made.
4. The following represents eligible employee organizations:
 - a. IAO of BCC
 - b. National Education Association and/or its higher education affiliate
 - c. New Jersey Education Association and/or its higher education affiliate.
 - d. County Association

C. Official Business of IAO

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.

X. GRIEVANCE PROCEDURE

A. Definition

1. As used herein, the terms College, Board or Employer shall identify Burlington County College and/or Board of Trustees.
2. As used herein, the terms Organization or Representative shall mean Instructional Assistants Organization (IAO) of Burlington County College and/or its Executive Committee.
3. As used herein, 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. As used herein, the term Immediate Supervisor shall mean the Division Chairperson to whom the aggrieved employee is directly responsible under the Table of Organization at the College.
6. The term College work days is defined as those days in which the IA works according to his/her 8, 10, or 12 month individual contract.
7. The term President is defined as President of Burlington County College.

B. Purpose

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

4. Level Two - President

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 college days after the presentation of the grievance, he or she may file the grievance in writing with the Organization within five college days after the decision at level one or ten college days after the grievance was presented, whichever is sooner. Within five college days after receiving the written grievance, the Organization shall refer it to the President. At any hearing conducted by the President, he shall have in attendance the Dean of Academic Affairs. The Dean will be available to serve as a resource person.

5. Level Three - Board

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 college days after the presentation of the grievance, he or she may file the grievance with the Board within five college days after the decision at Level Two or ten college days after the grievance was presented, whichever is sooner. Submission of the grievance to the Board shall be transmitted through the Board's representative (Chief Negotiator). The Board will place the grievance on the agenda of the next regularly scheduled Board meeting providing that the Board's representative is in receipt of the grievance seven calendar days prior to the date of that regularly scheduled Board meeting. If the grievance is not received by the Board's representative within the stated

representative selected or approved by the Organization. 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.

2. 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.

E. Miscellaneous

1. Group Grievance

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

2. Written Decisions

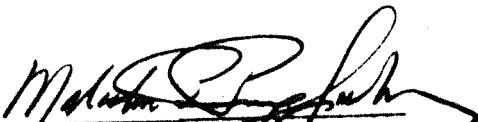
All decisions rendered at Levels One, Two, Three and Four of the grievance procedure, shall be in writing setting forth the decision and the reasons thereof and shall be transmitted within the time limit to all parties and interests and to the Organization. Decisions rendered at Level Four shall be in accordance with the procedure set forth in Section C, paragraph 6 of this grievance procedure.

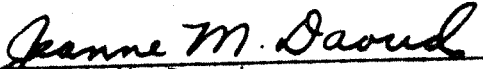
XI SUMMARY OF AGREEMENT

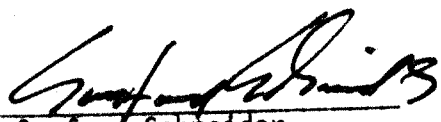
This agreement shall be effective on July 1, 1979 and shall continue in effect until June 30, 1980.

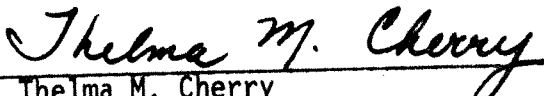
Board of Trustees
Burlington County College

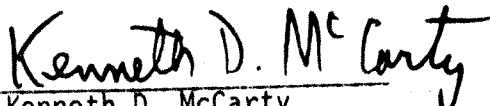
Instructional Assistant Organization
Burlington County College


Malcolm Pennybacker
Chairman of the Board


Jeanne M. Daoud
President and Chief Negotiator


Sanford Schneider
Chief Negotiator


Thelma M. Cherry
Vice President and Negotiator


Kenneth D. McCarty
Negotiator

6-19-79
Date

6-19-79
Date

APPENDIX B

Payday Schedule - Fiscal Year 1980

	<u>1979</u>		<u>1980</u>
July	6	January	4
	20		18
August	3	February	1
	17		15
	31		29
September	14	March	14
	28		28
October	12	April	11
	26		25
November	9	May	9
	21		23
December	7	June	6
	21		20