

THIS DOES NOT
CIRCULATE

AGREEMENT BETWEEN

THE BOARD OF TRUSTEES

OF

GLOUCESTER COUNTY COLLEGE

AND

THE GLOUCESTER COUNTY COLLEGE

FEDERATION OF TEACHERS

WHICH IS AFFILIATED WITH

AFT, AFL-CIO

1977-1978 1978-1979 1979-1980

LIBRARY
Institute of Management and
Labor Relations

OCT 6 1978

RUTGERS UNIVERSITY



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AGREEMENT

Between the Board of Trustees of Gloucester County College, 1
operating under the provision of Public Laws of 1968, Chapter 303 2
and including Chapter 123 Public Laws 1974 of the State of New 3
Jersey 4

and 5

The Gloucester County College Federation of Teachers 6

which is affiliated with AFT, AFL-CIO 7

This Agreement entered into this twenty-sixth day of 8
May, 1977 by and between the Board of Trustees of Gloucester 9
County College, hereinafter called the Board, and the Gloucester 10
County College Federation of Teachers, which is affiliated with 11
AFT, AFL-CIO, Local 2338, hereinafter called the Federation, 12
represents a complete agreement between the parties, and provides 13
that: 14

1.1 Board Recognition 15

The Board hereby recognizes the Federation as the sole and 16
exclusive negotiation representative for all Gloucester County 17
College Faculty Members, including full-time teaching staff, student 18
services staff, and librarians, but excluding the President, the 19
Assistant to the President, Deans, Associate Deans, Directors, 20
Division Chairpersons, Assistant Division Chairpersons, the 21
Registrar and any faculty member while engaged in service 22
specifically applicable to the Office of Community Services (except 23
when a credit course(s) comprises part of a faculty member's basic 24
load or overload in which case, such service shall be covered by the 25
contract) and such professional personnel who are or become re- 26
sponsible for supervisory or evaluative duties with respect to other 27
professional personnel. The term "faculty", when used here and 28

after in this Agreement, shall refer to all members of the
designated bargaining unit and reference shall include both male
and female faculty members.

1.2 Contrary to Law

If any provision of this agreement or any application of the
agreement to any employee or group of employees shall be found con-
trary 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 Effect by Passage of Law

Any provision of this contract which is contrary to law, but
becomes lawful during the life of this contract, shall take
immediate effect upon the enactment of such legislation.

1.4 Amendment

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

1.5 Released Time for Negotiations

When mutually determined negotiating meetings are planned
during instructional hours, not more than four members of the
Federation Negotiations Team may be granted released time.

1.6 Budget Information

In order for the Federation to represent faculty members,
the Board will make available to the Federation upon written re-
quest:

- (a) The number of faculty members within each salary
schedule classification and their appropriate salaries
- (b) Other reports within the public domain

1.7 Selection of Negotiators 1

Neither party in any negotiations shall have any control over 2
the selection of the negotiating representatives of the other party. 3
Negotiating teams at any one bargaining session are not to exceed 4
four members. The parties mutually pledge that their representatives 5
shall be clothed with all necessary power and authority to make and 6
consider proposals and make counter proposals. Either party may 7
bring in not more than two consultants for a particular item of 8
discussion. 9

1.8 Copies of Agreement 10

Copies of this agreement shall be reproduced by the Board 11
and distributed to all members of the faculty now employed or here- 12
after employed by the Board for the duration of this agreement. 13
The Board will supply ten copies to the Federation. Bonafide 14
candidates for employment shall be given a copy of the agreement 15
when the individual is given a Notice of Appointment. 16

ARTICLE II

Rights of Parties

2.1 Right to Organize

Nothing contained herein shall be construed to deny or restrict the rights of members of the teaching staff 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

Federation 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.

2.3 Federation Business

Duly authorized representatives of the Federation shall be permitted to transact official Federation business and conduct meetings on college property at reasonable times; where such business does not interfere with the operation of the College or with the performance of the faculty members' duties. No charge shall be made for the Federation's use of College facilities.

2.4 Use of Facilities and Equipment

The Federation may use College facilities and equipment, such as typewriters, mimeographing machines, other duplicating equipment, calculating machines and AV equipment, at the convenience of the President or his designees. No equipment shall be removed from the premises without written permission. Payment shall be made

for any expendable supplies used for Federation purposes, and the Federation shall be liable for damage to any equipment used for said purposes. A request of the Federation shall not be unreasonably denied.

2.5 Posting of Federation Notices

The Federation shall be assigned a bulletin board for its sole use. The Federation shall be permitted to use College mail facilities for the distribution of communications within the College.

2.6 Continuing Consultation Clause

A committee of three administrators composed of the President (or his designee) and two other college administrators appointed by the President, and three representatives of the Federation composed of the President of the Federation or his/her designee and two other members of the Federation appointed by the President of the Federation will meet on three occasions per academic year, during October, February and May to discuss administration of this agreement and/or problems of mutual concern. Initiation can be made by either party requesting a date(s) convenient to both parties and such letter of initiation shall suggest agenda items for discussion.

The responding party may also suggest additional items for inclusion in the agenda and/or alternate dates.

ARTICLE III

Faculty Assignments and Responsibilities

3.1 Academic Calendar

The President shall prepare a tentative academic calendar and submit a copy thereof to the Federation of Teachers at least four weeks prior to submission to the Board. Within two weeks, the Federation of Teachers shall submit in writing its comments and recommendations to the President. The President and the Board shall consider such comments and recommendations before the Board adopts the calendar. No major calendar change from the existing two semester system shall be made during the term of this agreement.

3.2 Working Hours

The basic load assignment of any instructor shall span no more than eight hours from the beginning of the first class to the end of the last class in the same day, and no more than five consecutive days per week. The normal work week will be Monday through Friday, except when weekend assignments are necessary to complete the faculty member's basic load. In this case, the work load shall span no more than five consecutive days. Any extension of this time will be by mutual agreement of the faculty member concerned and the college administration. Nothing herein precludes some faculty members being scheduled less than five days. An overload is not a part of the basic load.

3.3 Faculty Teaching Assignments

(a) Fifteen contact hours will constitute a full load.

(b) Any faculty member's overload shall not exceed one course per semester. (Usually, three contact hours, although, in certain cases it is understood that one course may involve

more than three contact hours.) 1

Overload assignments made prior to pre-registration 2
shall be reviewed by Division Chairpersons and Division 3
Representatives. Overload assignments made after pre-registra- 4
tion by the Division Chairpersons shall be made on a fair and 5
equitable basis. Full-time teaching faculty members shall be 6
given first consideration to all "standard overloads". The 7
usual maximum for summer session courses shall be six contact 8
hours per faculty member. 9

(c) Acknowledging that innovation and change may require 10
modification of work requirements, then in accordance with the 11
provisions of Chapter 303, Public Law of New Jersey, 1968, 12
and including Chapter 123, Public Law, 1974 state of New 13
Jersey, the following procedure shall be used for determining 14
the appropriate compensation for those faculty members 15
represented by the Federation: 16

(1) At least twenty calendar days prior to the change, 17
the Federation shall be notified in writing. Within 18
ten (10) calendar days of the time of such notice the 19
Federation President may request in writing a meeting 20
with the College Representatives. This request shall 21
be addressed to the President. 22

(2) Withing five (5) calendar days of receipt of such 23
a request a meeting will be scheduled at mutual con- 24
venience between a committee of three members of the 25
Federation and three members for the college. 26

(3) At this meeting which is to be in session for 27
normally no more than two hours duration, negotiations 28

will be concerned with appropriate compensation. The Federation and College Representatives shall supply the other party with relevant data.

(4) If mutual agreement is not reached at this negotiation session then the Federation shall submit a final offer in writing within five (5) calendar days to the President.

(5) Rejection or acceptance of the Federation's final offer by the President shall be in writing within five (5) calendar days. Rejection shall mean that a member of the bargaining unit will not be required to work any additional time.

(6) Failure by the Federation to adhere to the time specifications in subparagraphs (1) and (4) shall mean waiver of further claim, and failure by the President (or his designee) to adhere to the time requirement in paragraph (5) shall mean acceptance of the Federation's final offer.

3.4 Class Size

It is the policy to limit pupil load per faculty member to a reasonable size, while at the same time encouraging flexibility in scheduling structure to provide for educationally sound innovation.

3.5 Librarians, Audio-Visual Personnel and Counselors Working Hours

The usual work week for librarians, audio-visual personnel and counselors shall be 40 hours over a five consecutive day period, including a one hour lunch period daily.

3.6	<u>Consultation Hours</u>	1
	(a) Each member of the teaching staff shall maintain at	2
	least five hours per week for consultation with students.	3
	Such hours shall be in addition to his/her scheduled classes.	4
	(b) Students may make consultation appointments with the	5
	faculty member or his/her secretary.	6
	(c) All office schedules for faculty members for consultation	7
	(including off-campus office hours) shall be subject to the	8
	approval of the Dean of Academic Services.	9
3.7	<u>Field Trips and Authorized Off-Campus Assignments</u>	10
	(a) A field trip shall be defined as any educational	11
	activity, approved by the President or his designee, which	12
	requires students and faculty members to leave campus. The	13
	College shall make every effort to supply transportation for	14
	all such field trips. If the College requests that the	15
	faculty member use his/her own transportation and the faculty	16
	member agrees, he or she shall be reimbursed at the rate of	17
	fifteen cents per mile. The College shall provide liability	18
	insurance of at least \$300,000 whenever the faculty member is	19
	required to drive on such College business.	20
	(b) If a faculty member is required or receives approval to	21
	make a trip on College business, he or she shall be reim-	22
	bursed for the most convenient and economical mode of trans-	23
	portation or the above specified auto mileage reimbursement.	24
	(c) Faculty members will be compensated at fifteen cents	25
	per mile for travel to and from off-campus assignments in	26
	excess of the mileage required for a round trip to the	27
	College from their homes.	28

3.8	<u>Attendance at College Functions</u>	1
	Attendance by faculty members at commencement is mandatory,	2
	and attendance at a reasonable number of other college functions is	3
	encouraged. The College will furnish academic attire when needed,	4
	at no cost to the faculty member.	5
3.9	<u>Textbooks and Other Teaching Materials</u>	6
	Each Division Chairperson shall secure requests for textbooks	7
	and teaching materials from members of his/her division and	8
	collectively reach a decision, and forward the recommendations to	9
	the President or his designated representative.	10
3.10	<u>Faculty Schedules</u>	11
	Master schedules and individual assignments shall reside	12
	with the Dean of Academic Services cooperating with the Division	13
	Chairpersons. Announcement of a tentative master schedule will be	14
	made to the faculty prior to posting and the Division Chairpersons	15
	shall provide to each faculty member within his/her Division a	16
	scheduling preference form. Conflicts in schedule preference will	17
	be resolved by the Division Chairpersons in consultation with the	18
	affected faculty member(s). If and when changes in the tentative	19
	master schedule are necessitated, the Federation representative will	20
	be notified. It will be the responsibility of the Federation to	21
	notify each affected faculty member of the pending change. There-	22
	after it will be the responsibility of the faculty member to con-	23
	sult with the Division Chairperson as to the pending schedule	24
	changes.	25
3.11	<u>Course Preparation</u>	26
	Teaching employees will normally have no more than three	27
	different course preparations each semester, unless specifically	28
	requested by the employee. Where the nature of course offerings	29

and the number of available full-time teaching employees within 1
the Division prevents the accomplishment of these course preparation 2
guidelines, courses shall be assigned so as to accomplish a minimum 3
number of preparations per employee. 4

3.12 Academic Freedom 5

The Board and Federation subscribe to the following statement 6
on academic freedom: 7

(a) Any faculty member is entitled to full freedom in re- 8
search and in the publication of the results, subject to the 9
satisfactory performance of his or her employment duties. 10

(b) Any faculty member is entitled to freedom of discussion 11
in the performance of his or her faculty responsibilities and 12
in the classroom, provided the discussion is relevant to the 13
course. 14

(c) The faculty member is a citizen, a member of a learned 15
profession, and an employee of an educational institution. 16
When he or she speaks or writes as a citizen, or exercises 17
his or her legal or constitutional rights, he or she shall 18
be free from institutional censorship or discipline. How- 19
ever, in his or her extra mural utterances, he or she has 20
an obligation not to permit the implication that he or she is 21
an institutional spokesperson. 22

3.13 Faculty Handbook 23

The Faculty Handbook will not conflict with the terms and 24
conditions specified in this Agreement and nothing herein precludes 25
a faculty member from submitting suggestions. 26

ARTICLE IV

Personnel Files

- 4.1 (a) The College shall maintain a personnel file on each employee which shall include, but not be limited to, the following:
- (1) Personnel information
 - (2) Information relating to the employee's academic and professional accomplishments submitted by the employee or placed in the file at his or her request.
 - (3) Records generated by the College.
 - (4) Information of a positive nature indicating special achievements, research, performance, and contributions of an academic, professional or civic nature.
- (b) At his or her request, the employee may examine his or her file, referred to in 4.1(a) and photocopy anything therein at a time mutually convenient to the appropriate administrator and the faculty member, within five working days of the initial request.
- (c) All materials 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 faculty member.
- (d) The appropriate administrator will be responsible for the safekeeping of the above mentioned personnel files.
- (e) Faculty members shall be shown material to be placed in their file and shall acknowledge by signature having seen

such. Such acknowledgement shall not necessarily indicate 1
agreement with the material. Faculty members shall have the 2
right to respond to any material placed in the file and that, 3
too, shall be placed in the file. Material not so treated 4
shall be removed from the file at the faculty member's request 5
or it shall have no force and effect. 6

(f) Material not in the file may not be used against the 7
faculty member. 8

(g) Personnel files will continue to be available to the 9
appropriate administrative personnel and board members when 10
matters of promotion, retention and faculty performance are 11
under discussion. 12

ARTICLE V

Contracts, Dismissals and Vacancies

5.1 Annual contracts stipulating academic rank and salary shall be issued by March 15th. Said contracts are to be signed and returned to the Board of Trustees no later than March 30th.

5.2 When the Board of Trustees does not intend to reappoint a faculty member, notice of non-reappointment shall be given in writing not later than February 10th of the first and second academic years of service, and not later than December 10th of the third, fourth and fifth years of academic service.

5.3 Each tenured faculty member shall receive an individual notice of continuing employment.

5.4 Each non-tenured faculty member shall be awarded a contract as indicated in 5.1 supra. Such contract shall contain a clause authorizing the Faculty member concerned or the Board of Trustees to be released from the said contract with 30 days' notice to the other party, with salary pro-rated to the date of termination.

5.5 A non-tenured faculty member's non-renewal may only be for just cause. If the cause is questioned the matter shall be processed through the grievance procedure except that the Board of Trustees shall act as Arbitrator in the final and binding step.

5.6 Faculty members will be advised of newly created administrative, supervisory and full-time faculty positions before public announcement is made. A similar procedure will be followed at the time of an official resignation or termination of employment in all administrative and supervisory positions.

ARTICLE VI 1

Recommendations for Promotion 2

6.1 Professional Standards Committee 3

By January 1 of each year a Professional Standards Committee 4
shall be formed. The Committee shall be comprised of four members 5
from the faculty appointed by the Federation and four members from 6
among the administrators appointed by the President. The Committee 7
shall meet on or before February 1st of each year to consider and 8
by majority vote recommend to the Board qualified and worthy faculty 9
members for promotion in academic rank. The Committee's recommenda- 10
tions shall be transmitted to the Board by the President. Faculty 11
members desiring to be considered for a promotion shall make 12
application to the Professional Standards Committee. Initiation 13
of recommendations for promotion may also emanate from the 14
President. 15

6.2 Criteria for Promotion 16

The personal qualities to be considered in evaluating members 17
of the faculty for promotion and academic rank are: 18

- (a) Teaching effectiveness 19
- (b) Professional development 20
- (c) Student counseling and guidance 21
- (d) Contributions to campus life and college sponsored 22
community activities 23

ARTICLE VII

Guidelines for Qualifications for Faculty Rank

RANK	EDUCATION	
Instructor II	B.A., B.S., or equivalent	4
Instructor I	Master's Degree or equivalent in special fields	5
Assistant Professor	Master's Degree plus 15 acceptable graduate credits or equivalent in special fields	6
Associate Professor	Master's Degree plus 30 acceptable graduate credits or equivalent in special fields	7
Professor	Doctorate or equivalent or Master's Degree with all work completed for Doctorate with exception of dissertation	8

For further clarification: 9

1. It will be highly desirable to have had a minimum of two 10
years teaching or equivalent experience for the rank of Instructor 11
II. To be eligible for the rank of Instructor I a candidate should 12
have had at least two years teaching experience or equivalent in re- 13
lated experience. To be eligible for the Assistant Professor rank, 14
a candidate should have had at least four years of teaching or 15
equivalent experience. To be eligible for the Associate Professor 16
rank, a candidate should have had six years of teaching or equiva- 17
lent experience; and those eligible for the rank of Professor must 18
have had at least eight years of teaching or equivalent experience. 19

2. The Board of Trustees upon recommendation of either the 20
President or the Professional Standards Committee, may grant 21
special recognition to any faculty member who has made distinguished 22
contributions to the College. Because of these contributions, rank 23
guidelines may be waived by the Board of Trustees. 24

3. Faculty members may be employed at salaries higher than 1-
the minimum salary for a rank if qualifications are unusual. Such 2
appointments will be made by the Board of Trustees upon the 3
recommendation of the President. 4

4. A candidate is not automatically entitled to placement in 5
the top rank for which his/her academic and experience credits make 6
him/her eligible. The President may recommend employment at any 7
rank at or below the level of the noted qualifications. 8

5. Faculty will not be automatically moved into the next rank 9
when the guidelines for that rank are satisfied. Movement from one 10
rank to another is by promotion only. Not more than 20% of the 11
faculty may hold the rank of Professor, and not more than 50% may 12
hold the ranks of Professor and Associate Professor. 13

ARTICLE VIII

1

Group Health Insurance

2

- 8.1 The Board of Trustees shall provide for each faculty member 3
full family coverage under Hospital Service Plan of New Jersey 4
(Blue Cross, U.C.R. Blue Shield, Rider "J" and Major Medical. 5
- 8.2 Each faculty member shall continue to receive Board initiated 6
and funded Blue Cross of New Jersey Prescription Plan (\$1.00 Co-Pay). 7
- 8.3 The Board and Federation agree to negotiate on the merits of 8
any proposed change in insurance carriers based on the benefits 9
of the proposed plan(s), but not to include compensation for a less 10
expensive plan(s). Such negotiation shall be prior to any effective 11
change to a different plan(s). 12

ARTICLE IX

Faculty Salaries and Deductions

9.1 The salary of ten-month employees shall be paid bi-weekly for a period of ten months or twelve months, at the option of the employee.

9.2 Librarians shall receive the same salaries for an academic year of ten months as do other ten-month faculty employees in the same ranks. Separate contracts for the summer session may be awarded. Reimbursement for such summer service shall be at the rate of 10% of the employee's base salary for the succeeding academic year.

9.3 The salary schedules and overload rate for ten-month employees for the academic year 1977-78 are incorporated as Appendix A.

9.4 For the academic years 1977-78, 1978-79 and 1979-80, the salary increases for twelve-month employees shall be 120% of the increase granted ten-month faculty members in the same rank, excluding promotions for each of those years.

9.5 Requests for Deductions

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

- (a) Professional dues
- (b) Government bonds
- (c) Credit Union
- (d) TIAA and CREF retirement programs
- (e) Any professional insurance programs
- (f) Such other as shall be mutually agreed upon by the Federation and the Board

ARTICLE X

Paid Leaves of Absence

10.1 Sick Leave

Faculty members, steadily employed by the Board of Trustees, shall be allowed sick leave with full pay for a period of ten teaching days in any academic year. Twelve-month employees shall be allowed two additional days per year. Up to ten days accumulated sick leave may be transferred from immediate previous educational employment. Unused sick leave shall be accumulative, to be used for additional sick leave as needed in subsequent years. The Board may require proof of illness.

10.2 Bereavement

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

(b) In the event of the death of a member of his or her family other than those previously listed, a faculty member shall be entitled to one full day to attend the funeral.

10.3 Personal Leave

Leave may be granted by the college for matters which cannot be cared for in free time.

10.4 Sabbatical Leaves

Sabbatical leaves shall be granted by the Board, subject to the following conditions:

(a) A faculty member will be eligible for sabbatical after completion of seven years continuous service at the college;

or after seven years since his or her last sabbatical leave 1
at the college. 2

(b) Such leave must be applied for during the first semester 3
of the preceding year, with the specific study or research 4
purpose clearly stated in the application. 5

(c) Application shall be submitted to the President. 6

(d) After careful consideration of all applications, the 7
President shall make his recommendation to the Board. Final 8
decision on granting sabbatical leaves shall rest with the 9
Board. 10

(e) Sabbatical leave may be for one or two semesters at half 11
pay. 12

(f) Sabbatical leaves are not subject to the grievance pro- 13
cedure of this agreement. 14

ARTICLE XI

Unpaid Leaves of Absence

11.1 Applications for Unpaid Leave

Applications for unpaid leaves of absence, other than maternity, must be made in writing no less than one semester prior to the effective date of such leave; notice to return must be made in writing no less than one semester prior to the date of return.

11.2 Maternity Leave

A faculty member observing the following procedure shall be granted maternity leave without pay:

(a) Advise the College in writing within thrity (30) calendar days of confirmation of her pregnancy by her attending physician.

(b) Supply the administration with a statement in writing, by her attending physician, attesting to her ability to perform her duties satisfactorily.

(c) Advise the administration of the effective date of the leave at least ninety (90) days prior thereto, and the expected date of return.

(d) At least sixty (60) days prior to the expected date of return confirm to the Board that she will return on that date, or apply for an extension for reasons associated with the pregnancy or birth relating to her physical or mental condition. Such an application shall be accompanied by certification of such condition and need by her attending physician.

(e) Supply to the administration prior to return to duty, a statement in writing by her attending physician attesting to her ability to resume her duties satisfactorily.

(f) It is recognized that unforeseen physical or emotional circumstances certified by the attending physician may necessitate changing of one or more of the above dates.

(g) Reappointment of a faculty member shall not be denied on the basis of pregnancy per se, nor does pregnancy presume the necessity of non-tenured reappointment.

11.3 Leave for Personal Reasons

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

11.4 Leave for Professional Services

Leave to serve with AFT, its affiliates or an academic professional organization shall be granted for one year.

11.5 Leave for Advanced Study

Leave for advanced study in the faculty member's discipline will be granted for one year.

11.6 Leave for Fulbright or Exchange Teaching

Leave for one year will be granted to any faculty member upon application for the purpose of participating in a Fulbright or other educational exchange program.

11.7 Unpaid Leave Benefits

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

ARTICLE XII

1

Faculty Privileges

2

12.1 Tuition Waiver

3

Subject to meeting entrance requirements, each faculty member, his/her spouse (and dependent children through twenty-two (22) years of age) 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.

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12.2 Early Childhood Education Center

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

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12.3 Tuition Reimbursement

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The Board of Trustees shall authorize payment to faculty members for graduate study. Payment shall be made subject to the following conditions:

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(a) Courses must be submitted at least ten days prior to matriculation in such course(s) and are subject to approval by the President or his designee.

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(b) Upon successful completion of course work, reimbursement will be made to a maximum of \$300 per fiscal year.

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12.4 Parking

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A reserved parking area for faculty members shall be provided.

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ARTICLE XIII

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Vacation for Twelve Month Employees

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13.1 Each employee shall have a vacation of twenty working days 3
during each year of employment. A total of ten vacation days may 4
be carried into the subsequent year. Vacation time may be carried 5
into the subsequent year except that no more than ten days may be 6
carried beyond September 15th of such subsequent year. 7

13.2 An employee's preference as to the period during which he/she 8
desires to take his/her vacation shall be given full consideration, 9
but it must be recognized that vacations must be taken at such times 10
as are consistent with the best interests of the college. 11

13.3 If at the time of termination of employment a twelve-month 12
employee has accumulated vacation time, he/she shall be compensated 13
for it up to $\frac{30 \text{ days}}{260 \text{ days}} \times \text{base salary}$. 14
(5 x 52)

ARTICLE XIV

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Grievance Procedure

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14.1 A grievance is a claim or complaint by a faculty member,
group of faculty 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 regula-
tion of the Board of Trustees. In the event that a faculty member
or group of faculty members or the Federation believes there is a
basis for a grievance, it shall:

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(a) Informally discuss the grievance with the Division
Chairperson or the appropriate administrator.

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(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.

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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.

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(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.

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(d) If the Grievant is not satisfied with the disposition of
the grievance by the President or his designee or if no dis-
position has been made within the time limits in paragraph

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(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 non-tenured faculty members shall be handled per Article V Section 5.5.

(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 faculty member for participating in any grievance. If any faculty member for whom a grievance is filed, processed or sustained shall be found to have been unjustly discharged, he or she shall be restored to his or her former position with full reimbursement of all professional 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 faculty 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.

14.1 Formal Grievance Procedure Form

1

NAME _____

2

POSITION _____

3

DATE OF GRIEVANCE _____

4

DATE OF FILING _____

5

NATURE OF GRIEVANCE:

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PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:

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SIGNATURE _____

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DATE RECEIVED BY PRESIDENT _____ 1

DATE OF MEETING WITH GRIEVANT _____ 2

DISPOSITION: 3

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DATE: _____ SIGNATURE _____ 7

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DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES _____ 9

DATE GRIEVANCE ALLOWED _____ 10

DATE OF HEARING _____ 11

DISPOSITION: 12

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DATE _____ SIGNATURE _____ 17

ARTICLE XV

Duration of Agreement

15.1 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.

15.2 This Agreement shall be effective for a period of three (3) years starting July 1, 1977 through June 30, 1980, subject to the following:

Between January 1 and January 15 of each year, 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. Such negotiations shall be limited to:

For 1978-79: A salary reopener as well as one (1) article of choice for each party.

For 1979-80: A salary reopener as well as two (2) articles of choice for each party for the third year.

Such articles for both years to be "old" for the Board, and "new" or "old" for the Federation.

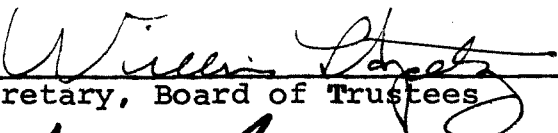
15.3 At the conclusion of said three year period, this Agreement shall continue from year to year thereafter unless either party shall, not earlier than January 1, 1980 or later than January 15, 1980 or any subsequent year, give written notice to the other of

its intention to terminate, modify, amend or supplement this Agreement. 1
2

Within thirty days of such notice, the duly authorized representatives designated by the parties will meet for the purpose of negotiating the aforementioned items. 3
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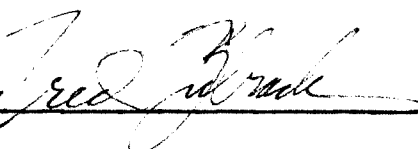
by 
Chairperson, Board of Trustees

by 
President, Federation of Teachers


by 
Secretary, Board of Trustees

by 
Chairperson, Negotiations Committee

by 
Chairperson, Negotiations Committee

by 

by _____

by 

by _____

by 

Dated 5/26/77

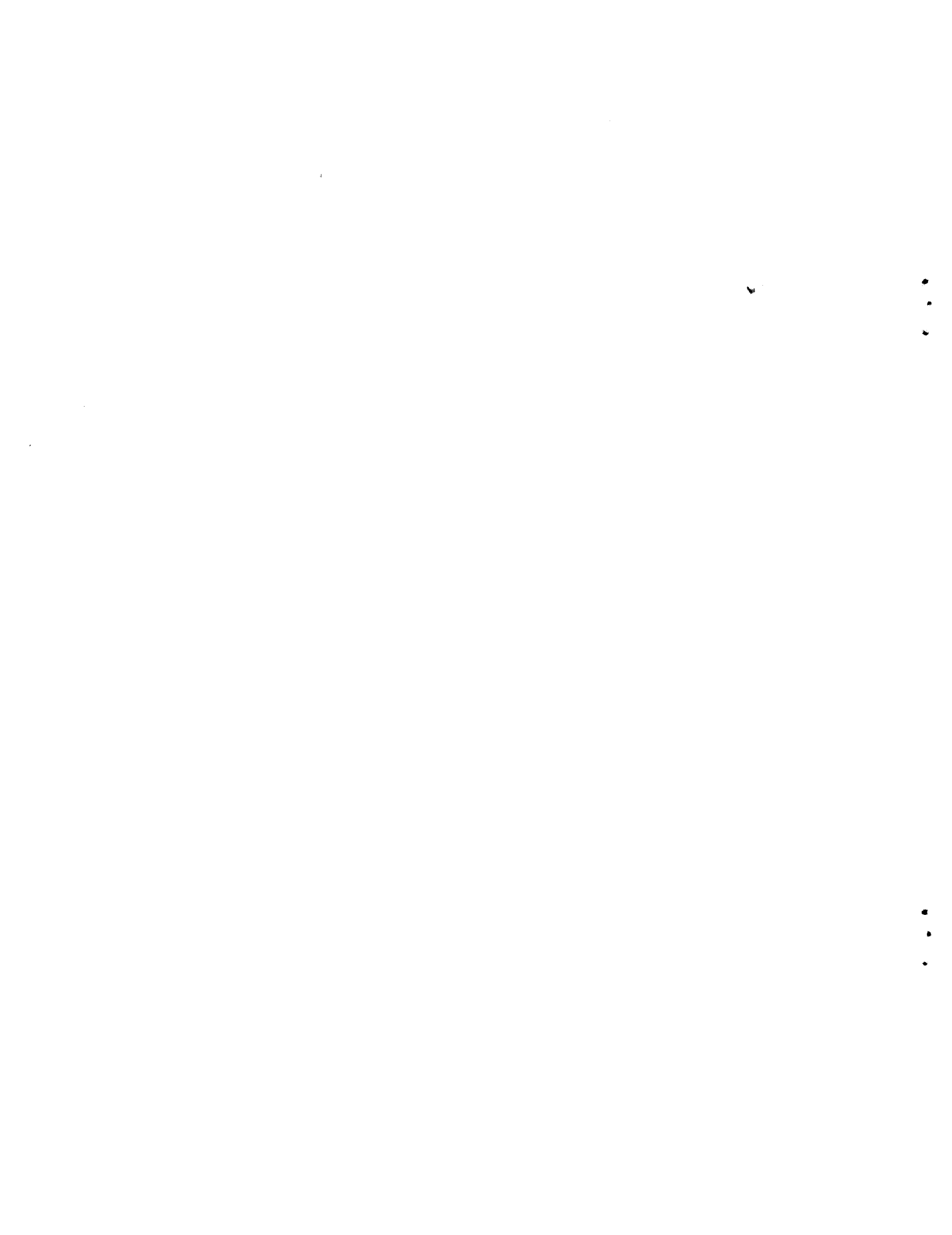
GLOUCESTER COUNTY COLLEGE

SALARY SCHEDULE 1977 - 1978
10 Month Employees

	<u>INSTRUCTOR II</u>	<u>INSTRUCTOR I</u>	<u>ASSISTANT</u>	<u>ASSOCIATE</u>	<u>PROFESSOR</u>
BASE	\$11,775	\$12,639	\$13,988	\$15,715	\$17,927
1	12,135	13,051	14,451	16,230	18,493
2	12,495	13,463	14,914	16,745	19,059
3	12,855	13,875	15,377	17,260	19,625
4	13,215	14,287	15,840	17,775	20,191
5	13,575	14,699	16,303	18,290	20,757
6	13,935	15,111	16,766	18,805	21,323
7	14,295	15,523	17,229	19,320	21,889
8	14,655	15,935	17,692	19,835	22,455
9	15,015	16,347	18,155	20,350	23,021
10	15,375	16,759	18,618	20,865	23,587
11	15,735	17,171	19,081	21,380	24,153
Increments	360	412	463	515	566

Overload Rate: \$300.00 per contact hour

Promotion Factor: \$300.00 and increment appropriate to new rank



IMLR Library Copy

MODIFICATION ADDENDUM TO

1977-78 1978-79 1979-80

AGREEMENT BETWEEN

THE BOARD OF TRUSTEES

OF

GLOUCESTER COUNTY COLLEGE

AND

THE GLOUCESTER COUNTY COLLEGE

FEDERATION OF TEACHERS

WHICH IS AFFILIATED WITH

AFT, AFL-CIO

LOCAL 2338



ARTICLE IX

Faculty Salaries and Deductions

9.3 The salary schedule and overload rate for ten-month employees for the academic years 1978-1979 and 1979-1980 are incorporated as Appendix A. Each present faculty member shall receive the increment appropriate to current rank plus \$892.00 above 1977-78 salary in accordance with Memorandum of Agreement dated August 12, 1978.

NOTE: "Red Circle" rates shall continue above the maximum per rank on Appendix A until June 30, 1980, for the four (4) members as specified in the Memorandum of Agreement dated August 12, 1978.

12.3 Tuition Reimbursement

The Board of Trustees shall authorize payment to faculty members for graduate study. Payment shall be made subject to the following conditions:


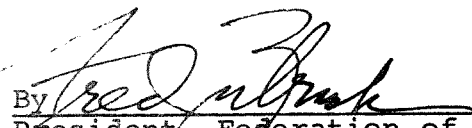
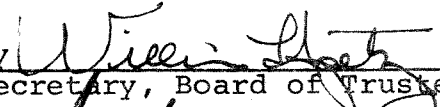
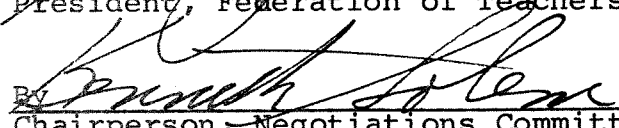
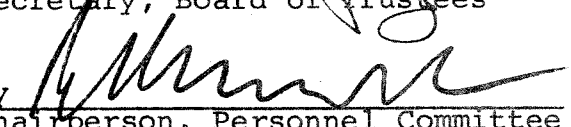


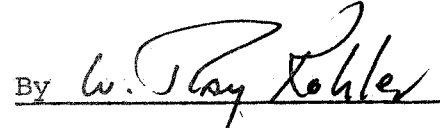
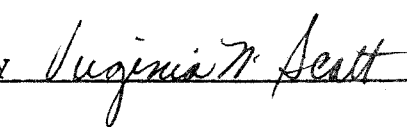


(a) Courses must be submitted at least ten days prior to matriculation in such course(s) and are subject to approval by the President or his designee.

(b) Upon successful completion of course work, reimbursement will be made to a maximum of \$325 per fiscal year 1978-79 and a maximum of \$350 per fiscal year 1979-1980.

ARTICLE XV

Duration of Agreement

15.2 This agreement shall be effective for a period of three (3) years starting July 1, 1977, through June 30, 1980.

By <u></u> Chairperson, Board of Trustees	By <u></u> President, Federation of Teachers
By <u></u> Secretary, Board of Trustees	By <u></u> Chairperson, Negotiations Committee
By <u></u> Chairperson, Personnel Committee	By <u></u>
By <u></u>	By <u></u>
By <u></u>	By <u></u>
By <u></u>	
Dated <u>9/18/78</u>	Dated <u>9/18/78</u>

APPENDIX A

GLoucester County College

SALARY SCHEDULE

10 Month Employees

<u>1978-79</u>	<u>INSTRUCTOR II</u>	<u>INSTRUCTOR I</u>	<u>ASSISTANT</u>	<u>ASSOCIATE</u>	<u>PROFESSOR</u>
Minimum	\$12,667	\$13,531	\$14,880	\$16,607	\$18,819
Maximum	16,987	18,475	20,436	22,787	25,611
<u>1979-80</u>					
Minimum	13,559	14,423	15,772	17,499	19,711
Maximum	18,239	19,779	21,791	24,194	27,069
Maximum increments for those faculty members below maximum salary per rank are:	360	412	463	515	566

Overload Rate: 1978-79 @ \$325.00 per contact hour

1979-80 @ \$350.00 per contact hour

Promotion Factor: \$300.00 and increment appropriate to new rank.