

COLLECTIVE AGREEMENT

Between

THE BURLINGTON COUNTY COLLEGE
BOARD OF TRUSTEES

and

THE BURLINGTON COUNTY COLLEGE
INSTRUCTIONAL ASSISTANTS ORGANIZATION

JULY 1, 1980 - JUNE 30, 1983

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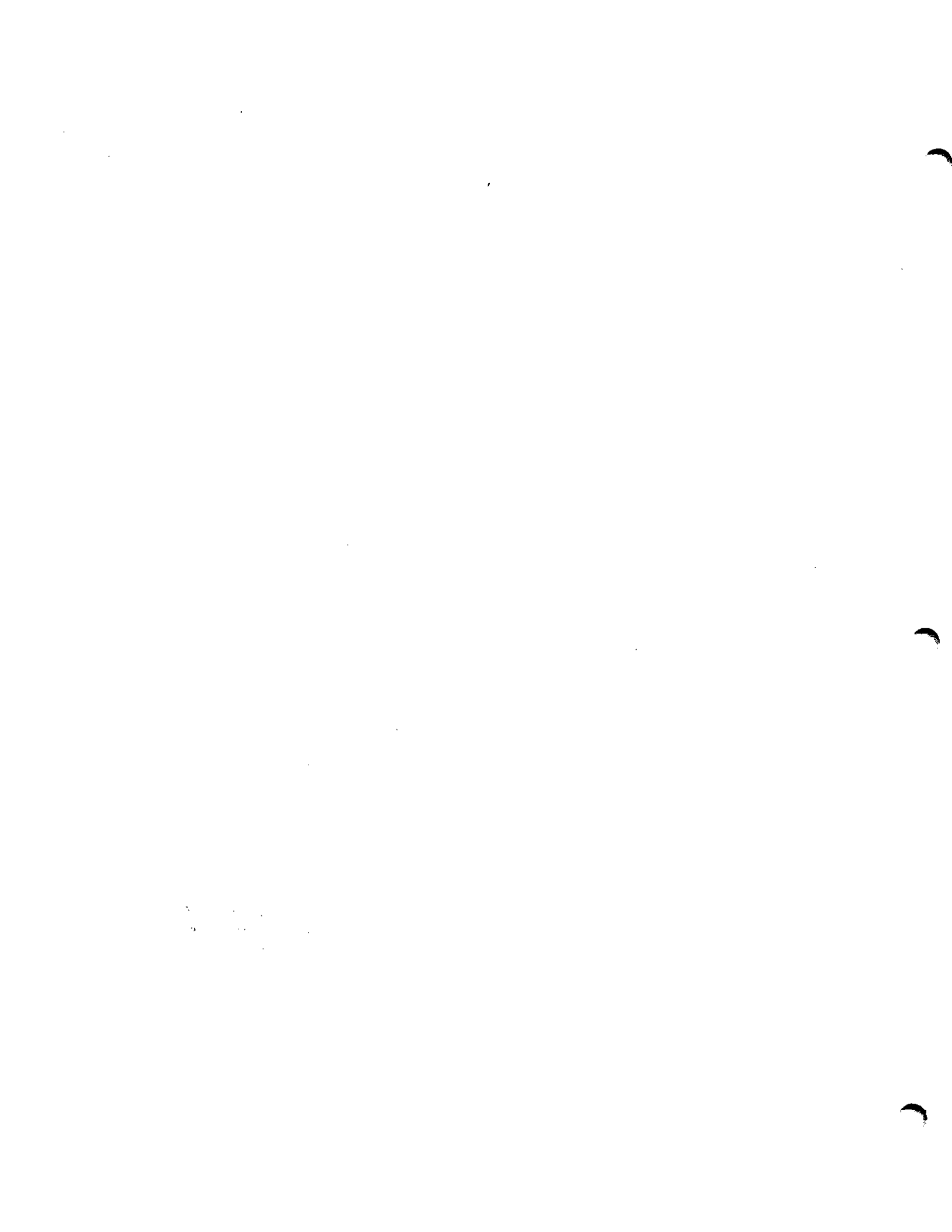


TABLE OF CONTENTS

	<u>PAGE #</u>
UNIT DEFINITION	1
NEGOTIATING PROCEDURES	1
I. POSITIONS ELIGIBLE FOR COVERAGE BY THIS AGREEMENT	2
A. Full-Time IAs	2
B. Part-Time IAs	2
C. Eight, Ten and Twelve month work schedules defined ...	3
II. CONDITIONS OF EMPLOYMENT	3
A. Work Week	3
B. Laboratory and Instructional Activity Preparation	5
C. IA Duties	5
D. Substitution in Absence of Faculty	5
E. Workload Equalization	7
F. Overtime	7
G. Notification to DC of Absence or Tardiness	7
H. Contract Period	8
I. Reappointment	8
J. Resignation	8
K. Seniority	8
L. Layoff	9
M. Evaluation	10
N. Workman's Compensation	11
O. Summer Assignments	11
P. Graduation	12
Q. Attendance at Division Meetings	12
R. Automobile Compensation	13

	<u>PAGE #</u>
S. Indemnification Against Civil Liability	13
T. Position Vacancy Announcements	13
III. BENEFITS	
A. Sick Leave	14
B. Personal Leave	16
C. Military Duty Leave	16
D. Jury Duty on Legal Leave	17
E. Bereavement Leave	17
F. Vacation Leave	17
G. Maternity Leave	18
H. Short Term Leave Without Pay	18
I. Long Term Leave Without Pay	19
J. Retirement/Insurance Program	20
K. Health Insurance	20
L. Educational Benefits	21
IV. PERSONNEL FILES	23
V. GENERAL MEETING TIMES FOR IAS TO DISCUSS TOPICS OF MUTUAL INTEREST	24
VI. USE OF FACILITIES	25
A. Use of Equipment and Services	25
B. Use of Mail Facilities	26
C. Use of Bulletin Boards	26
VII. ORGANIZATIONAL RIGHTS	26
A. IA Participation in Meetings	26
B. Payroll Deductions for Dues	26
C. Official Business of IAO	27

PAGE #

VIII FACILITY NEEDS AND WORK AREAS

A. Facilities, Equipment and Work Areas ----- 28

B. Parking Space ----- 28

IX MISCELLANEOUS RIGHTS AND RESPONSIBILITIES ----- 28

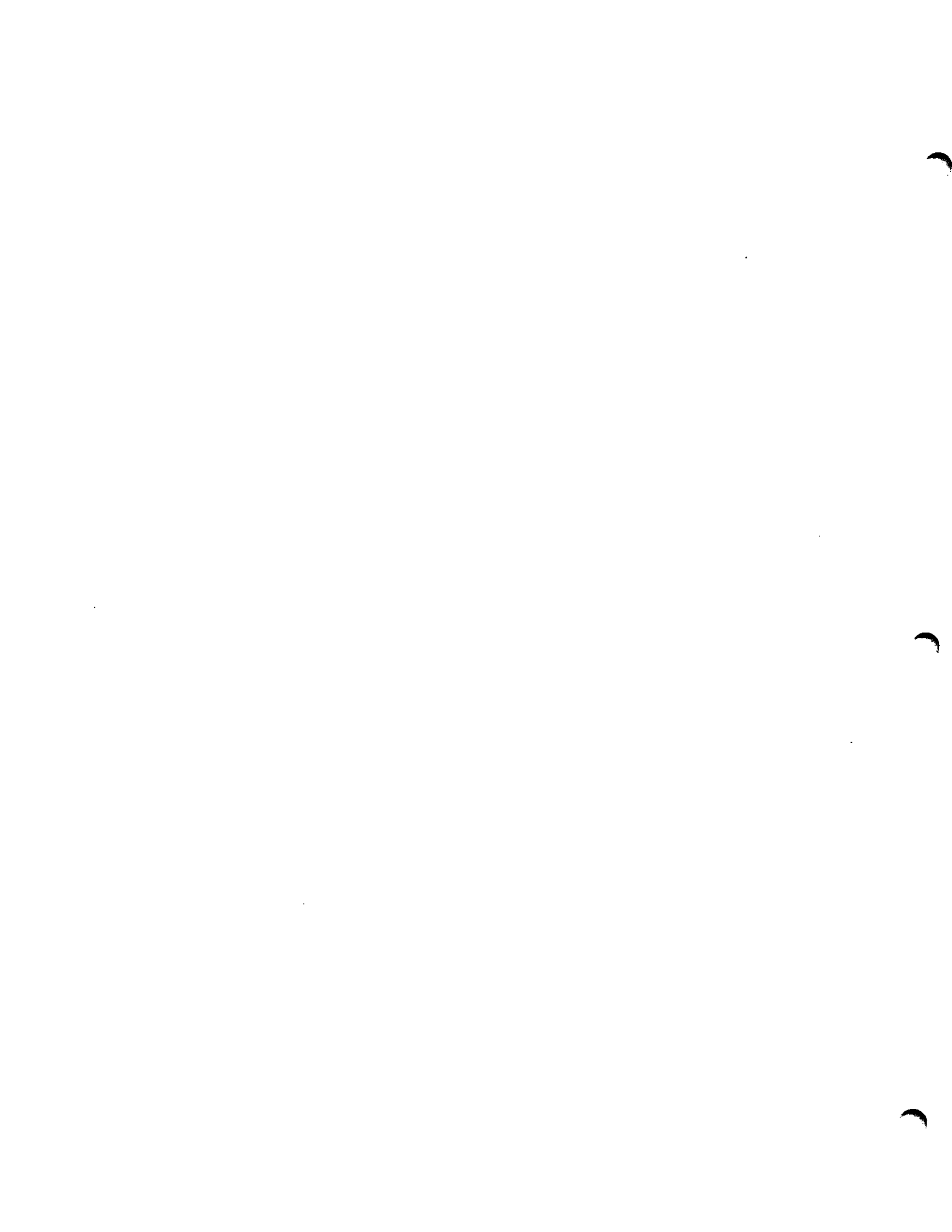
X GRIEVANCE PROCEDURE ----- 29

XI SUMMARY OF AGREEMENT ----- 35

APPENDICES

A. SALARY ----- 36

B. PAYDAY SCHEDULE FISCAL YEAR 1980 ----- 37



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, 1981 over a successor Agreement to be applicable to the 1982 fiscal year and such additional years as agreed to. Any agreement so negotiated shall be reduced in 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

and it is mutually pledged that said representatives shall have all necessary authority to make proposals, consider proposals, and make counter-proposals during negotiations.

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

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

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

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

I. POSITIONS ELIGIBLE FOR COVERAGE BY THIS AGREEMENT

A. Full-Time IA's

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

B. Part-Time IA's

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

per week but at least twenty (20) hours per week.

Specific numbers of hours for normal part-time IA's work schedules will be stipulated in individual employment contracts.

C. Work Schedules

1. Twelve (12) Month Schedule. The work schedule for twelve (12) month IAs is that schedule approved by the Board of Trustees each year titled "College Calendar".
2. Ten (10) month schedules for IAs will encompass the Fall and Winter semesters and the Spring terms. More specifically, it will include one registration day plus two additional days prior to the beginning of classes at the start of the Fall and Winter semesters. In the Spring, it will include one registration day at the beginning of the term. At the end of each semester and term, IAs will work one additional day after the end of classes.

Any work performed during the days before and after classes will be consistent with the IA's job description and normal assignments.

3. Eight (8) Month Work Schedules will be identical to those outlined in par. 2 above, except that they will not include the Spring term.

II. **CONDITIONS OF EMPLOYMENT**

A. Work Week

1. Permanent full-time IA's
 - a. The work week for permanent full-time IAs shall consist of thirty-five (35) 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 shall be scheduled

by the division chairperson (DC) so as to occur while the dining room facilities are open. Specific hours and days of work shall be established by the appropriate DC depending upon the needs of the division.

- b. No permanent full-time IA shall be required to work more than one (1) evening per week during Fall and Winter semesters, and more than two (2) evenings per week during Spring and Summer terms. Assignments to work more than one (1) evening per week during Fall and Winter semesters can be made only by mutual consent of the parties. Assignments to work more than two (2) 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 will be made to meet the needs of students and to provide each IA with a full work load. Reasonable efforts will be made to adjust schedules at various campus locations in accordance with personal preference.

2. Permanent Part-Time IAs

- a. The work week for permanent part-time IAs shall be established by the appropriate DC depending upon the needs of the division.
- b. No permanent part-time IA shall be required to work more than one (1) evening per week during Fall and Winter semesters, and more than two (2) evenings per week during Spring and Summer terms. Assignments to work more than one (1) evening per week during Fall and Winter semesters can be made only by mutual consent of the parties. Assignments to work more than two (2)

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:

1. Short Term Faculty Absence (up to and including ten (10) consecutive college work days)
 - a. If this approved substitution takes place during the IA's normal work week (e.g. within the thirty-five (35) hours per week for full time IAs), then s/he will be compensated an additional \$6.00 per hour for each hour of this approved substitution. (e.g. If an IA usually makes \$8.00 per hour, then the IA will make \$14.00 per hour for each hour that s/he substitutes).
 - b. If this approved substitution takes place outside of the IA's normal work week (e.g. over thirty-five (35) hours per week for full time IAs), then s/he will be compensated at \$16.00 per hour for each hour of this approved substitution.

2. Long Term Faculty Absence (more than ten (10) consecutive college work days)

If this approved substitution takes place either during or outside of the IA's normal work week, then s/he will be compensated either at the Adjunct Instructor, or at the Senior Adjunct Instructor hourly rate per Board Policy 101A dated July 20, 1976. If an IA qualifies for one of the other six (6) adjunct ranks per Board Policy 101A, then the appropriate rates will be paid to the IA.

Calculations are to be made in accordance with the following example:

If an IA qualifies for the rank of Senior Adjunct Instructor then the hourly rate will be calculated as follows:

\$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-

stances beyond s/his control preclude s/his call.

H. Contract Period

Each IA will receive a contract stating the period to be covered. The period will be eight (8), ten (10) or twelve (12) months in length. These periods were previously defined in I C 1-2-3.

I. Reappointment

1. In the event the Board does not intend to reappoint an IA, notice in writing of non-reappointment shall be given to the IA no later than March 31 of the academic year in which the individual contract terminates.
2. The Board shall issue renewal contracts to all IAs approved for reappointment not later than April 30th of each year.
3. In the absence of a signed master agreement, no individual contracts will be issued.

J. Resignation

IAs who resign shall submit notice of such resignation, in writing, to the President of the College with copies to the DC at least sixty (60) days prior to the effective date of such resignation.

K. Seniority

Seniority shall be defined as an IA's length of service with the College beginning with the date of hire as IA. Each DC shall maintain a seniority list of IAs within his/her division. The list shall include IA's name, date of hire as IA, the subject area in which the IA is primarily involved, and whether the IA is employed on a Full Time (FT) or Part Time (PT) basis (e.g. John Doe, 9-7-74, Chemistry, FT). Each DC shall forward

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.

Reemployment shall not result in a loss of status or seniority. No new appointment shall be made while there are available full time and part time IAs on lay-off who are not of mandatory retirement age and who are qualified to fill the vacancy. New appointments can be made if a time span of two (2) calendar years has elapsed during which the FT and PT IAs have been on lay-off status. The Personnel Department shall notify the IA by certified mail that a position is available. The IA shall advise the Personnel Department within thirty (30) days from the date of notification that s/he will return to employment and will assume the duties of the position not later than the beginning of the college year following the date of the notice from the President. (e.g. an IA on lay-off status who receives a ten (10) month reappointment contract in April of any given calendar year must begin work no later than September of that calendar year.

M. Evaluations

Each IA shall be evaluated annually by the respective division chairperson. This evaluation will be completed no later than March 15. IA evaluations will be based upon the following:

- Job Description
- Student Input
- Faculty Input
- DC Observation
- Self evaluation by the IA

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.

- d. At the close of regular registration, the Vice President and Dean of the College or his/her designee will determine the courses which have sufficient enrollment.
- e. When the number of qualified permanent IAs desiring supplemental summer employment exceeds the number of vacancies available, the following sequence of criteria shall apply in filling vacancies:
 - (1) Experience working in the course
 - (2) Seniority at the College

2. Compensation

Compensation during the summer term shall be determined by multiplying the IA's hourly rate of the contract period beginning the following September times the number of hours worked. Specific number and schedule of days and hours of work shall be established by the appropriate DC.

P. Graduation

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 IAs.

1. Mandatory Attendance:

All divisional personnel, including IAs 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 IAs 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 \$.20 per mile. The College shall compensate travel expense incurred by an IA on field trips and other off-campus instructional activities previously approved by his/her DC.

S. Indemnification Against Civil Liability

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

T. Position Vacancy Announcements

Posting Procedures

1. **The Assistant to President: Personnel Affairs or his/her designee shall post notices of position vacancies in the College on appropriate bulletin boards.**

2. The nature of the position, requisite qualifications, and the procedure for application shall be included in such notices.
3. The notices shall be posted a minimum of ten (10) working days before a position can be filled on a permanent basis.
4. Each position shall be posted at its authorized level (e.g. IA, Adjunct Faculty Member, Full-Time Faculty Member).

III. BENEFITS

A. Sick Leave

1. Personal sick leave shall accrue at the rate of one (1) day per contract month and shall be accruable without limit. However, Personal Sick Leave shall not accrue during any summer supplemental contracts but previously accrued sick days may be used.

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.
- c. All such claims against the pool in excess of five (5) consecutive working days must be accompanied by a medical certificate signed by a licensed physician indicating the nature of the illness or injury and an indication of when said employee will be able to return to normal duties.
- d. Claims may be made against the pool for illness or injury resulting from a job related condition which is compensable under worker's compensation insurance to the extent that such claim compensates employee for that portion of after-tax income not provided by compensation payments.

- e. In the event, an IA shall desire to claim against the pool by reason of her pregnancy, such claim shall be permitted only upon submission of a statement from a physician verifying the fact of pregnancy, setting forth anticipated date of delivery and the date after which the IA should not continue active employment. After the termination of pregnancy, the IA shall be entitled to claim against the pool only so long as her physician certifies that she is unable to return to her employment. In no event shall an IA be entitled to claim against the pool for absence occasioned solely for child rearing after she is medically able to return to work. The Board reserves the right to request the IA to be examined by a physician designated by the Board at its expense.
- 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.

D. Jury Duty or Legal Leave

1. IAs who are summoned and report for jury duty or are subpoenaed and report as a witness in any judicial hearing shall be granted leave of absence upon presentation of venue order or subpoena.
2. College will pay the difference between jury duty allowance or witness fees and regular salary for required period of absence.

E. Bereavement Leave

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

F. Vacation Leave

1. Instructional Assistants who receive twelve (12) month contracts shall accrue vacation at the rate of 1.83 days

per month of employment service for a total maximum accrual of twenty-two (22) working days per year.

2. In the event of employee termination, the employee shall be paid for any unused accrued vacation time up to and including the date of termination not to exceed a maximum of twenty (20) days.
3. Vacation time for twelve (12) month IAs shall be subject to the approval of the appropriate division chairperson; such 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 leave by two and one half (2 1/2) months from the IA's initial request.
 5. Upon application, an extension of short term leave may be approved by the President.
- I. Long Term Leaves Without Pay (maximum of two calendar years, minimum of one calendar year)
1. Applications for long term leaves without pay may be submitted to the IA's DC after completion of not less than one contract period of service at the College.
 2. All requests for long term leaves shall be submitted in writing to the DC at least five (5) months prior to the effective date of the requested leave. The request shall include a statement of reason for the leave. A copy of the request shall be sent to the President of the College and VPDC by the IA.
 3. Within two (2) weeks of the IA's request, the DC shall send a letter to the President stating whether s/he endorses/does not endorse the IA's leave. A copy of this letter shall be

sent to the IA and the VPDC by the DC.

4. All long term leaves will be considered on its individual merit and circumstances and the determination of whether or not the request shall be granted rests on the discretion of the President and the Board of Trustees. The President shall notify the IA and the DC in writing of the Board of Trustees' approval/disapproval of the leave by two and one half (2 1/2) months from the IA's initial request.
5. A long term leave, when granted, shall not exceed the time specified in the authorization. Such long term leaves may be extended up to a maximum of two (2) calendar years at the discretion of the President, but written authorization is required in such cases.

J. Retirement/Insurance Program

Subject to the regulations of the NJ 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 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

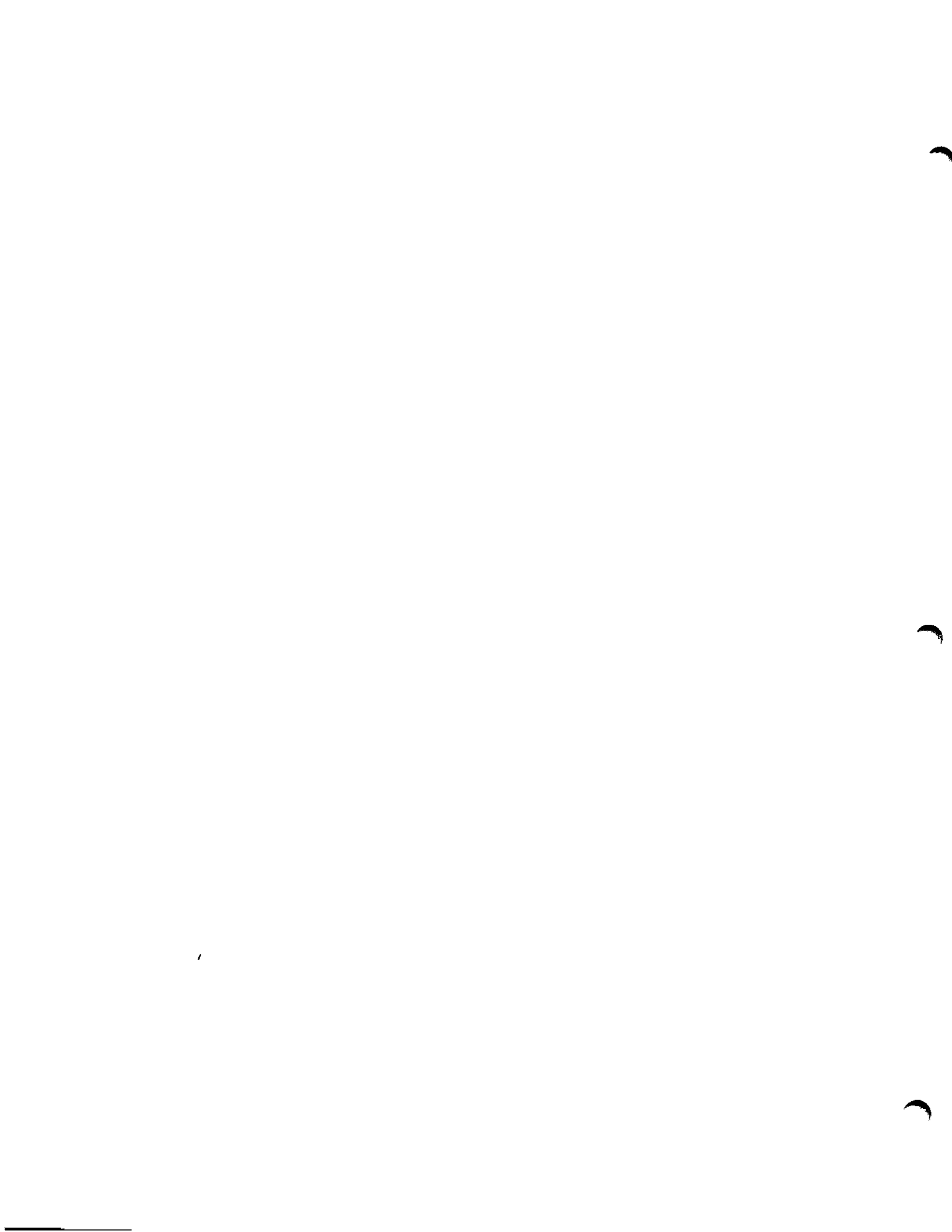
The spouse and dependents (as defined under the provisions of the Internal Revenue Service Code) will be permitted to take courses at the College without tuition charge. The employee shall, upon request of the Board or its designee, furnish the Board with suitable documentation to demonstrate a claim of dependency.

2. Education Beyond the Associate's Degree

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

a. Class attendance shall be outside of each IA's working hours, including lunch periods.

b. Instructional Assistant has completed at least one year full-time permanent employment in any capacity at Burlington County College.



- c. Such courses are not available at Burlington County College.
- d. Courses must be relevant to the IA's current duties at BCC. The determination of relevancy will be made by the division chairperson. A conference will be scheduled by the IA with his/her division chairperson prior to enrollment in any course. At that conference, the IA will present, in writing, course choices he/she wishes to select. The division chairperson will approve, disapprove or modify these course selections. Only courses which have prior written approval will receive subsequent reimbursement. All courses approved must be part of an accredited graduate or undergraduate degree program. The Office of the Vice President and Dean of 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 1981 and \$4,000 for fiscal year 1982. 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.

IV. PERSONNEL FILES

- 1. The personnel file of any employee shall be open to him/her for review upon request. Such requests shall be submitted to the Assistant to the President: Personnel Affairs not less than five (5) working days before the desired inspection. When reviewing this file, the Assistant to the President: Personnel Affairs or s/his designee will be present. The following confidential material contained in the personnel file shall not be made available to the employee:

- a. References or other confidential information obtained from outside sources.
 - b. Placement records which contain references.
 - c. Transcripts restricted by the sending institution.
A representative may, at the employee's request, accompany said person while s/he reviews s/his file.
2. A copy of all internal correspondence, memoranda or other documents relating to the performance, competence, character, service or conduct of an employee may be placed in s/his personnel file and a copy of such documents (except those restricted by the provisions of paragraph 1.) should be furnished to the employee who shall have the right to respond to such document and to have such response become a part of s/his personnel file.
 3. At the request of any employee, the nonconfidential contents of s/his personnel file must be opened to s/him at any time during the processing of a grievance which has been reduced to writing.
 4. No document may be removed by an employee from a personnel file, but copies of any document except those restricted by the provisions of paragraph 1 will be provided to the employee upon request.
- 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

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

- 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 IAs who attend the meetings.
 - g. No meetings shall begin earlier than 2:30 p.m. and shall not exceed one and one-half hours in duration.

VI. USE OF FACILITIES

A. Use of Equipment and Services

The IAO shall be permitted to use the College Facilities and equipment, including typewriters, mimeographing machines, other

duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The services provided by the graphics department and the print shop may be used. The IAs shall pay the cost for all materials and supplies incident to such use.

B. Use of Mail Facilities

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

C. Use of Bulletin Boards

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

VII. ORGANIZATIONAL RIGHTS

A. IA Participation in Meetings

Whenever any authorized representative of the IAO is scheduled to participate during normal working hours in negotiations, grievance proceedings, conferences or meetings s/he shall suffer no loss of pay.

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 consistent with normal payroll practices.
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.

VIII FACILITY NEEDS, WORK AREAS AND PARKING SPACE

A. Facilities, Equipment and Work Area

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

B. Parking Space

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

IX. MISCELLANEOUS RIGHTS AND RESPONSIBILITIES

Nothing in this Agreement shall require the Board to keep the College open in the event of severe inclement weather or when otherwise prevented by health conditions, catastrophes or Acts of God, or other natural phenomenon. When the College is closed to students due to such conditions, IAs shall not be required to report for work. If, however, in the Board's discretion, the College is to remain open, all IAs must meet their assigned obligations. In the event s/he fails to do so, the IA's absence may be charged against accumulated sick leave at the discretion of the President.

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.

C. Procedure

1. Time Limits

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

2. Year-end grievances

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

3. Level One - Immediate Supervisor

An employee with a grievance shall first discuss it with his immediate supervisor either directly or through the Organization's designated representative with the objective of resolving the matter informally. The employee must discuss the grievance with his immediate supervisor within twenty college days of when the employee could reasonably have been expected to have known that the grievance occurred.

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

time frame, then the grievance will be placed on the following month's Board agenda for consideration.

6. Level Four - Arbitration

A. The decision of the Board shall be final provided, however, that any party to the grievance dissatisfied with the findings of the Board may request submission of the grievance to an impartial arbitrator to be selected pursuant to the rules and procedures of the Public Employee Relations Commission of the State of New Jersey or the American Arbitration Association. The arbitrator so selected shall be afforded access to all documentation used in the prior internal steps in the grievance procedure; but shall not have the authority to alter, change or otherwise affect terms of this agreement and shall address his judgement solely to the grievance presented. Neither party shall be bound by the decision of the arbitrator. The costs thereof, shall be borne equally by the Organization and the Board.

B. The decision to submit a grievance to such advisory arbitration must be evidenced by action no later than fifteen calendar days after receipt of the Board's decision by certified mail. Expiration of this period shall preclude further processing of the grievance except to the extent provided by law outside the limitations of this procedure.

D. Rights of Employee to Representation

1. Employee and Organization

Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, by a

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.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants. Information concerning a participant's involvement in a grievance shall be considered privileged data and not subject to distribution or dissemination except as required by law and this agreement.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared and agreed upon jointly by the Chief Negotiator and the Organization and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

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

SUMMARY OF AGREEMENT

The terms of this agreement shall be effective on July 1, 1981 and shall continue in effect until June 30, 1983.

Exceptions: The salary agreement for 1980-81, 1981-82, shall be as agreed upon in the statement given to the Association. This agreement will be executed beginning with the June 5, 1981 pay date.

A salary reopener for the 1982-83 period shall be negotiated beginning in the Fall of 1981.

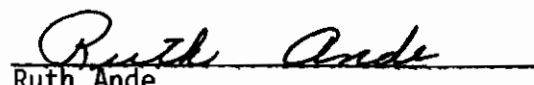
Board of Trustees
Burlington County College

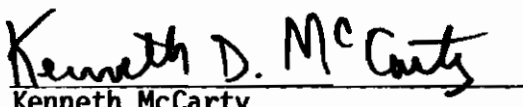
Instructional Assistant Organization
Burlington County College

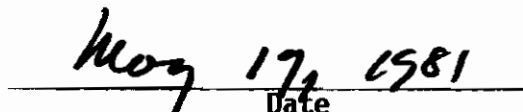

Malcolm Pennypacker
Chairman of the Board

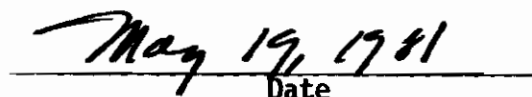

Juanita Roland
President and Chief Negotiator


Sanford Schneider
Chief Negotiator


Ruth Ande
Vice President and Negotiator


Kenneth D. McCarty
Negotiator


Date


Date

APPENDIX A

SALARY

The following salary adjustments will be made for FY 80*

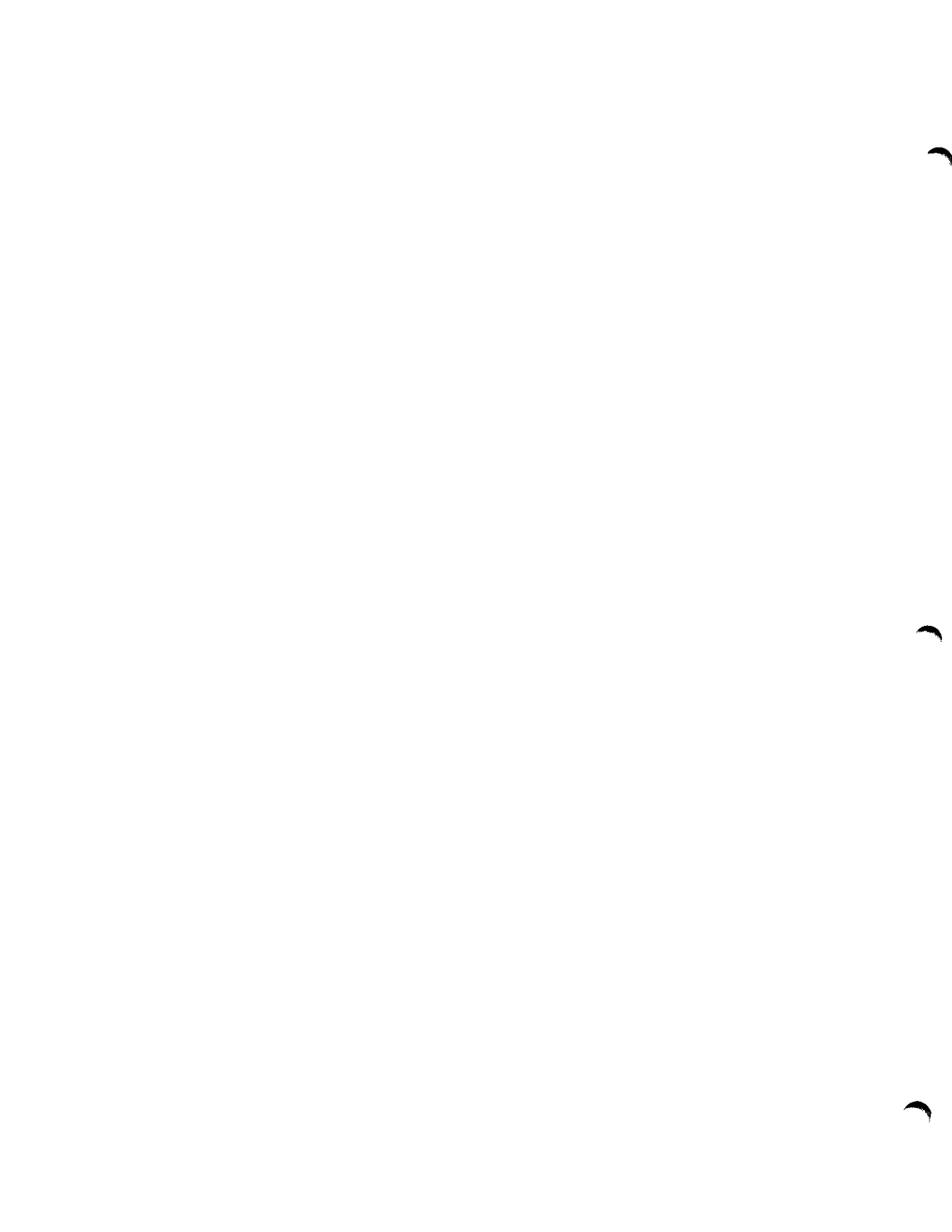
19% salary increase on current base.

19% increase on current maximums.

* Some adjustments will be made on July 1 and others in September depending upon contract employment dates.

CURRENT MINIMUMS AND MAXIMUMS

<u>8 Month</u>	<u>10 Month</u>	<u>12 Month</u>
Minimums - \$ 6,733	\$ 8,416	\$10,098
Maximums - \$12,932	\$16,164	\$19,397



APPENDIX B

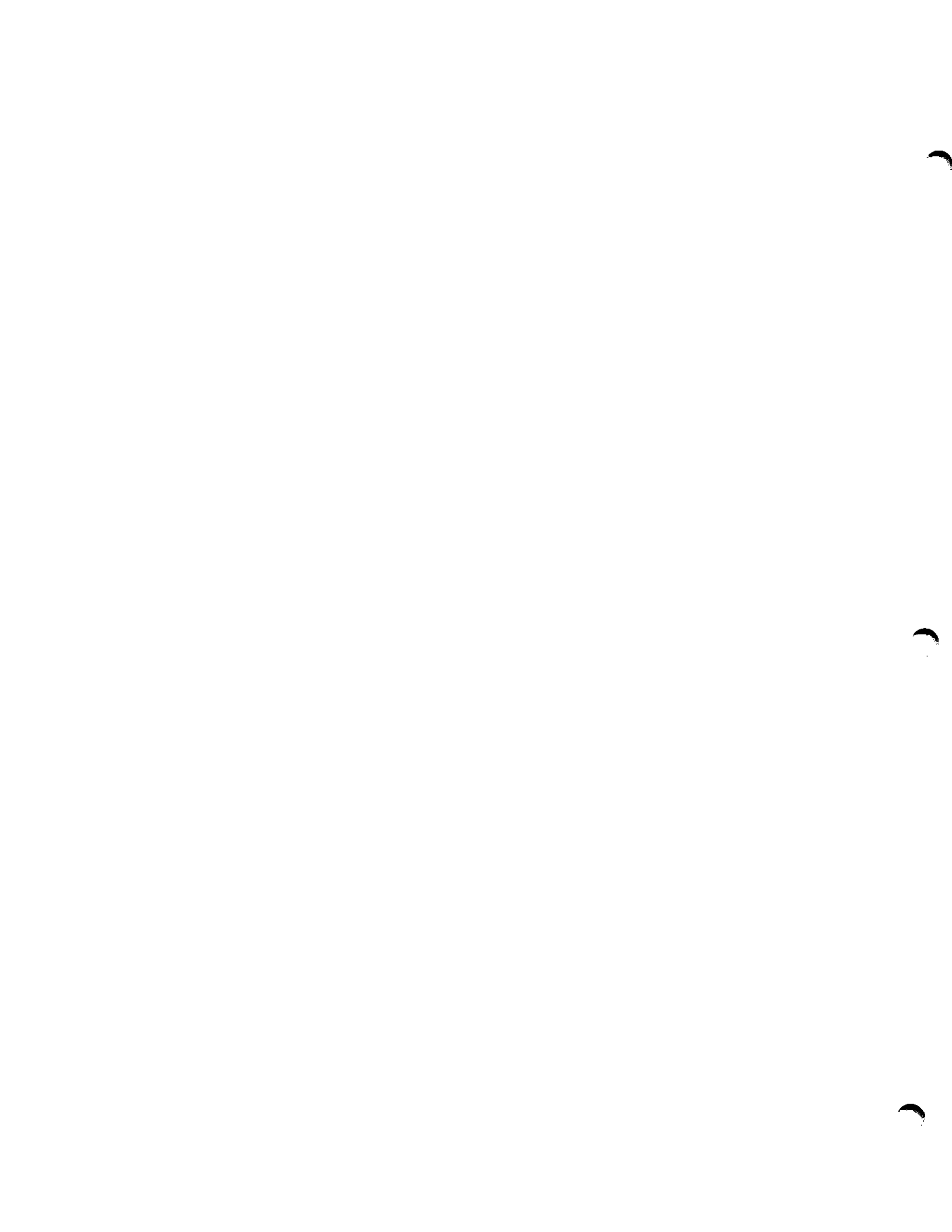
BURLINGTON COUNTY COLLEGE

OFFICIAL COLLEGE PAYDATE SCHEDULE FOR FISCAL YEAR 1982 (7/1/81 - 6/30/82)

PAYDATE
(Friday unless
otherwise noted)

NOTES

- | | |
|--------------------|---|
| July 3, 1981 | Paychecks dated July 3 will be distributed at 3:00 P.M. on July 2, since College is closed on July 3. |
| July 17, 1981 | 1. Paychecks dated July 17 will be distributed at 3:00 P.M. on July 16, since College is closed on July 17. |
| | 2. First payment of Faculty Summer Supplement contracts. |
| July 31, 1981 | 1. Paychecks dated July 31 will be distributed at 3:00 P.M. on July 30, since College is closed on July 31. |
| | 2. Second payment of Faculty Summer Supplement contracts. |
| | 3. No Retirement/Life Insurance deductions (PERS & TIAA-CREF) |
| August 14, 1981 | 1. Paychecks dated August 14 will be distributed at 3:00 P.M. on August 13, since College is closed on August 14. |
| | 2. Third (final) payment of Faculty Summer Supplemental contracts. |
| | 3. Payment for Summer Adjunct Faculty contracts. |
| August 28, 1981 | |
| September 11, 1981 | First paydate for 10 Month Faculty & I.A.'s for both 10 month and 12 month payment options. |
| September 25, 1981 | |
| October 9, 1981 | |
| October 23, 1981 | First half of Fall Overload and Adjunct payments. |



PAYDATE (Friday unless otherwise noted)	NOTES
November 6, 1981	
November 20, 1981	
December 4, 1981	
December 18, 1981	Second half of Fall Overload and Adjunct payments.
January 1, 1982	Paychecks dated January 1, 1982 will be distributed on December 22, 1981, since the College is closed December 23, 1981 through January 3, 1982 for holiday and energy conservation.
January 15, 1982	
January 29, 1982	No Retirement/Life Insurance deductions (PERS & TIAA/CREF)
February 12, 1982	
February 26, 1982	First half of Winter Overload & Adjunct payments.
March 12, 1982	
March 26, 1982	
April 9, 1982	
April 23, 1982	1. Paychecks dated April 23 will be distributed on April 22, since the College is closed April 23 for energy conservation.
May 7, 1982	
May 21, 1982	
June 4, 1982	
June 18, 1982	<ol style="list-style-type: none"> 1. Final payday for 10 Month Faculty & I.A.'s on 10 month payment option. 2. Second half of Winter Overload & Adjunct payments.

K. D. McCarty
May 12, 1981

