

AGREEMENT

1985--1987



between

THE BOARD OF TRUSTEES

of

GLOUCESTER COUNTY COLLEGE Board of Trustees

and

THE DIRECTORS GROUP,

WHICH IS AFFILIATED WITH

IUE, AFL-CIO, LOCAL 442



X Oct. 24, 1985 - June 30, 1987



TABLE OF CONTENTS

AGREEMENT	-	.....	1
ARTICLE I	-	General Conditions.....	1
		1.1 Board Recognition.....	1
		1.2 Contrary to Law.....	1
		1.3 Effect by Passage of Law.....	2
		1.4 Amendment.....	2
		1.5 Released Time for Negotiations.....	2
		1.6 Budget Information.....	2
		1.7 Selection of Negotiators.....	2
		1.8 Copies of Agreement.....	3
		1.9 Continuing Consultation.....	3
ARTICLE II	-	Rights of Parties.....	4
		2.1 Right to Organize.....	4
		2.2 Right to Negotiate.....	4
		2.3 Union Business.....	4
		2.4 Use of Facilities and Equipment.....	4 - 5
ARTICLE III	-	Directors' Assignments and Responsibilities.....	6
		3.1 Holidays.....	6
		3.2 Directors' Working Hours.....	6
		3.3 Authorized Off-Campus Assignments.....	6
		3.4 Attendance at College Functions.....	6 - 7
		3.5 College Handbooks.....	7
ARTICLE IV	-	Personnel Files.....	8
		4.1	8 - 9
ARTICLE V	-	Contracts, Dismissals and Vacancies.....	10
		5.1	10

	5.2 Recommendations for Promotion.....	10
ARTICLE VI	- Group Health Insurance.....	11
	6.1 Medical Insurance.....	11
	6.2 Prescription Plan.....	11
	6.3 Insurance Carriers.....	11
	6.4 Supplemental Insurance Fund.....	11
	6.5 Retiree Coverage.....	11 - 12
ARTICLE VII	- Directors' Salaries and Deductions.....	13
	7.1 Salary.....	13
	7.2 Requests for Deductions.....	13
	7.3 Representation Fee for Non-members.....	13 - 14
ARTICLE VIII	- Paid Leaves of Absence.....	15
	8.1 Sick Leave.....	15
	8.2 Bereavement.....	15
	8.3 Personal Leave.....	15
	8.4 Sabbatical Leaves.....	15 - 16
ARTICLE IX	- Unpaid Leaves of Absence.....	17
	9.1 Applications for Unpaid Leave.....	17
	9.2 Child Rearing Leave.....	17
	9.3 Leave for Personal Reasons.....	17
	9.4 Leave for Professional Services.....	17
	9.5 Leave for Advanced Study.....	17
	9.6 Leave for Fulbright or Exchange Program.....	18
	9.7 Unpaid Leave Benefits.....	18
ARTICLE X	- Directors' Privileges.....	19
	10.1 Tuition Waiver.....	19
	10.2 Early Childhood Education Center.....	19

	10.3	Tuition Reimbursement.....	19
	10.4	Parking.....	19
ARTICLE XI	-	Vacation for Directors.....	20
	11.1	Vacation.....	20
	11.2	Vacation Schedule.....	20
	11.3	Termination Pay.....	20
ARTICLE XII	-	Retirement "Bonus".....	21
	12.1	.....	21
	12.2	.....	21
	12.3	.....	21
ARTICLE XIII	-	Grievance Procedure.....	22
	13.1	.....	22 - 24
	13.2	.....	25 - 26
ARTICLE XV	-	Duration of Agreement.....	27
	14.1	.....	27
	14.2	.....	27
	14.3	.....	27 - 28
APPENDIX A		.....	29

AGREEMENT

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

and

The Directors Group which is affiliated with I.U.E,
AFL-CIO, Local 442

This Agreement entered into this
by and between the Board of Trustees of Gloucester County College,
hereinafter called the Board, and the Directors Group, which is affili-
ated with IUE, AFL-CIO, Local 442, hereinafter called the Directors
Group, represents a complete agreement between the parties, and pro-
vides that:

1.1 Board Recognition

The Board hereby recognizes the IUE, AFL-CIO, Local 442, as the
sole and exclusive negotiation representative for all Gloucester
County College Directors, excluding Director of Purchasing and
Budgeting; Director of Personnel; and all other personnel not
specified as Directors. The term "Director," when used here and
after in this Agreement, shall refer to all members of the des-
ignated bargaining unit and reference shall include both male and
female.

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
contrary to law, then such provision or application shall be void,

but all other provisions or applications of this Agreement shall
continue in full force and effect.

1.3 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 ratification
procedures of the Board and the Directors Group, and if ratified,
become part of the Agreement.

1.5 Released Time for Negotiations

When mutually determined negotiating meetings are planned during
the working day, two members of the Bargaining Unit may be granted
released time.

1.6 Budget Information

In order for the Directors Group to represent members, the Board
will make available to the Directors Group upon written request:

- (a) The number of members within the unit and their respective
titles and salaries
- (b) Other reports within the public domain

1.7 Selection of Negotiators

Neither party in any negotiations shall have any control over the
selection of the negotiating representatives of the other party.
Negotiating teams at any one bargaining session are not to exceed
four members. The parties mutually pledge that their representa-
tives shall be clothed with all necessary power and authority to

make and consider proposals and make counter proposals. Either party may bring in not more than two consultants for a particular item of discussion.

1.8 Copies of Agreement

Copies of this Agreement shall be reproduced by the Board and distributed to all members of the Directors Group now employed or hereafter employed by the Board for the duration of this Agreement. The Board will supply ten copies to the Directors Group. Bonafide candidates for employment shall be given a copy of the Agreement when the individual is given a Notice of Appointment.

1.9 Continuing Consultation

The Directors Group will meet with the President and appropriate administrators, once a year, to discuss administration of this Agreement and/or concerns of mutual interest.

ARTICLE II

Rights of Parties

2.1 Right to Organize

Nothing contained herein shall be construed to deny or restrict the rights of members 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 Directors Group.

2.2 Right to Negotiate

Members as described in Article I have the right freely to organize, join and support the Directors Group for the purpose of engaging in collective negotiation and other concerted activities for mutual aid and protection.

2.3 Union Business

Duly authorized representatives of the Directors Group shall be permitted to transact official Union 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 members' duties. No charge shall be made for the Union's use of college facilities.

2.4 Use of Facilities and Equipment

The Directors Group 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 Directors Group purposes, and the Directors Group shall be liable for damage to any equipment used for said purposes. A request of the Directors Group shall not be unreasonably denied.

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ARTICLE III

Directors' Assignments and Responsibilities

3.1 Holidays

Holidays for the period of the agreement shall be determined by action of the Board as noted on the Board's adopted yearly calendar.

3.2 Directors' Working Hours

(a) The usual work week for Directors shall be 40 hours over a five consecutive day period, including a one-hour lunch period daily.

(b) It is recognized that Director Group members are required to perform services that may be beyond that which would normally be accomplished within the usual work week. In such situations, compensatory time shall be granted. In all cases, compensatory time must be used within the same fiscal year.

3.3 Authorized Off-Campus Assignments

If a Director is required or receives approval to make a trip on College business, he or she shall be reimbursed for the most convenient and economical mode of transportation or the specified auto mileage reimbursement. If the College requests that the member use his/her own transportation, he or she shall be reimbursed at the rate of twenty cents per mile. The College shall provide liability insurance of at least \$300,000 whenever the member is required to drive on such College business.

3.4 Attendance at College Functions

Attendance by members at commencement is mandatory, and attendance at a reasonable number of other College functions is encouraged.

The College will furnish academic attire when needed, at no cost to the member.

3.5 College Handbooks

The College Handbooks will not conflict with the terms and conditions specified in this Agreement and nothing herein precludes a member from submitting suggestions.

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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 accomplishments submitted by the employee or placed in the file at his request
- (3) Records generated by the College
- (4) Job description
- (5) Information of a positive nature indicating special achievements, research, performance and contributions.

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

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

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

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

material placed in the file. Material not so treated shall be removed from the file at the unit member's request, or it shall have no force or effect.

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

(g) Personnel files will be available to the appropriate administrative personnel and Board members when matters of promotion, retention and performance are under discussion.

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ARTICLE V

Contracts, Dismissals and Vacancies

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

(b) When the Board of Trustees does not intend to reappoint a member, notice of non-reappointment shall be given in writing not later than February 10 of the current year of employment.

(c) 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.

(d) Lack of appointment to a non-tenured position by the Board shall 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 the Arbitrator in the final and binding step.

5.2 Recommendations for Promotion

Nothing herein precludes request(s) of a Director who has academic rank from applying through his/her immediate supervisor for promotion in academic rank. It is understood that such determination rests solely with the Board.

ARTICLE VI

Group Health Insurance

6.1 Medical Insurance

The Board of Trustees shall provide for each member full family coverage under Hospital Service Plan of New Jersey (Blue Cross, UCR Blue Shield, Rider "J" and Major Medical).

6.2 Prescription Plan

Each member shall continue to receive Board initiated and funded Blue Cross of New Jersey Prescription Plan (\$1.00 CoPay).

6.3 Insurance Carriers

The Board and Directors Group agree to negotiate on the merits of any proposed change in insurance carriers based on the benefits of the proposed plan(s), but not to include compensation for a less expensive plan(s). Such negotiation shall be prior to any effective change to a different plan(s).

6.4 Supplemental Insurance Fund

The Board shall contribute \$150 per unit member to an interest bearing fund in 1985-86 and \$300 per unit member in 1986-87. Such supplemental insurance fund shall be jointly administered by the Union's designee and the Board.

6.5 Retiree Coverage

All unit members covered by this agreement on their retirement from the College shall be eligible for all health insurance coverage currently in force at the member's (or spouse's) expense and at no cost to the College. In addition, effective June 30, 1987 future retirees (as defined in Article 12) shall be provided single coverage basic health insurance coverage at the Board of

Trustees expense. Such retirement benefits shall be operative
with the effective date of reception of New Jersey retirement
benefits or TIAA/CREF using the same standards.

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ARTICLE VII

Directors' Salaries and Deductions

7.1 Salary

The salary of members shall be paid bi-weekly for a period of twelve months.

7.2 Requests for Deductions

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 Directors Group and the Board

7.3 Representation Fee for Non-members

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

(b) It is agreed by the parties to this Agreement that the Board shall have no other obligation or liability, financial or otherwise, (Other than set forth herein) because of actions arising out

of the understandings expressed in the language of this Article.
It is further understood that once the funds deducted are remitted
to the Union, the disposition of such funds thereafter shall be
the sole and exclusive obligation and responsibility of the Union.
(c) The Union shall indemnify and save the Board (and College)
harmless against any and all claims, demands, suits or other forms
of liability including reasonable legal and/or representation fees
resulting from any of the provisions of this Article or in reli-
ance on any list, notice or assignment furnished under this
Article.

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ARTICLE VIII

Paid Leaves of Absence

8.1 Sick Leave

Members, steadily employed by the Board of Trustees, shall be allowed sick leave with full pay for a period of twelve days in any fiscal 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.

8.2 Bereavement

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

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

8.3 Personal Leave

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

8.4 Sabbatical Leaves

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

- (a) A 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 at the College. 1
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- (b) Such leave must be applied for during the first semester of the preceding year, with the specific study or research purpose clearly stated in the application. 4
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- (c) Application shall be submitted to the President. 7
- (d) After careful consideration of all applications, the President shall make his recommendation to the Board. Final decision on granting sabbatical leaves shall rest with the Board. 8
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- (e) Sabbatical leave may be for one or two semesters at 60% of regular salary. 11
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- (f) Sabbatical leaves are not subject to the grievance procedure of this Agreement. 13
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ARTICLE IX

Unpaid Leaves of Absence

9.1 Applications for Unpaid Leave

Applications for unpaid leaves of absence, other than child rearing, must be made in writing not less than one semester prior to the effective date of such leave; notice to return must be made in writing not less than one semester prior to the date of return.

9.2 Child Rearing Leave

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

9.3 Leave for Personal Reasons

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

9.4 Leave for Professional Services

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

9.5 Leave for Advanced Study

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

9.6 Leave for Fulbright or Exchange Program

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

9.7 Unpaid Leave Benefits

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

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ARTICLE X

Directors' Privileges

10.1 Tuition Waiver

Subject to meeting entrance requirements, each 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.

10.2 Early Childhood Education Center

Members will be granted the privilege to use 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.

10.3 Tuition Reimbursement

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

(a) Courses must be submitted at least ten (10) days prior to matriculation in such course(s) and are subject to approval by the President or his designee.

(b) Upon successful completion of course work, reimbursement will be made to a maximum of \$650.

10.4 Parking

A reserved parking area for members shall be provided.

ARTICLE XI

Vacation for Directors

11.1 Vacation

Each member shall accrue vacation days at the rate of 1.75 days per month during each fiscal year of employment. A total of ten vacation days may be carried into the subsequent fiscal year. Vacation time may be carried into the subsequent fiscal year except that no more than twelve days may be carried beyond October 15th of such subsequent fiscal year.

11.2 Vacation Schedule

A member's preference as to the period during which he/she desires to take his/her vacation shall be given full consideration, but it must be recognized that vacations must be taken at such times as are consistent with the best interests of the College.

11.3 Termination Pay

If at the time of termination of employment a Director has accumulated vacation time, he/she shall be compensated for it up to 30 days x base salary.
260 days
(5 x 52)

ARTICLE XII

Retirement "Bonus"

12.1 A retirement "bonus" shall be effective June 30, 1987 based on a payment of \$60 per accumulated sick leave day provided that:

(a) The Unit member had been employed actively by the College for 20 years.

(b) The unit member must provide at least one year's prior written notice of intent to retire.

(c) The unit member retires under the New Jersey Public Employees Retirement System [or employing the same standards of this system if the unit member retires under the Alternate Benefit Program (TIAA-CREF)].

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

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

ARTICLE XIII

Grievance Procedure

13.1 A grievance is a claim or complaint by a unit member or a group of unit members of the Directors Group, hereinafter referred to as a Grievant, based upon an event which affects a condition of employment, discipline or discharge, and/or alleged violation of which constitutes a misrepresentation or misapplication of any provision of this Agreement or any existing rule, order or regulation of the Board of Trustees. In the event that a unit member or group of unit members of the Directors Group believes there is a basis for a grievance, it shall:

(a) Informally discuss the grievance with the appropriate administrator.

(b) If, as a result of the informal discussion a grievance is unresolved, the Grievant may invoke the formal grievance procedure on the form required, signed by the Grievant. Every formal grievance shall be filed within four weeks of the occurrence of thereafter be barred. Two copies of the grievance shall be filed with the President of the College or a representative designated by him.

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

(d) If the Grievant is not satisfied with the disposition of the grievance by the President or his designee or if no disposition has been made within the time limits in paragraph (c), the grievance shall be transmitted to the Board of Trustees by the Grievant by filing a written copy thereof with the Secretary of said Board. The Board shall, within five calendar weeks of the date of filing, either allow the grievance 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 Directors Group.

(e) If the Union 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, 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 Union shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement. Both parties agree to be bound by the decision of the arbitrator.

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

(g) No reprisals of any kind shall be taken against any unit member for participating in any grievance. If any unit member for whom a grievance is filed, processed or sustained shall be

found to have been unjustly discharged, he or she shall be re- 1
stored to his or her former position with full reimbursement of 2
all professional compensation lost, and in addition the Board 3
shall pay the entire cost of fees and expenses of the arbitrator. 4
However, if the discharge is found to have been justified, the 5
Directors Group shall pay the entire cost of fees and expenses of 6
the arbitrator. 7

(h) The number of days indicated at each level should be con- 8
sidered as maximum and every effort should be made to expedite the 9
process. However, the time limits may be extended by mutual 10
consent. 11

(i) All documents, communications and records dealing with 12
grievances shall be filed separately from the personnel file of 13
the participants. 14

(j) It is agreed that each party shall furnish the other with any 15
information in its possession necessary for the processing of any 16
grievance or complaint. 17

(k) If a unit member or a supervisor has a matter which he/she 18
wishes to discuss with the other, he/she is free to do so without 19
recourse to the grievance procedure. 20

(l) No grievance shall be adjusted without prior notification to 21
the Directors Group and an opportunity for a Directors Group 22
representative to be present, nor shall any adjustment of a 23
grievance be inconsistent with the terms of this Agreement. 24

(m) A grievance may be withdrawn at any level. 25
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13.2 Formal Grievance Procedure Form

NAME _____

POSITION _____

DATE OF GRIEVANCE _____

DATE OF FILING _____

NATURE OF GRIEVANCE:

PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:

SIGNATURE _____

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DATE RECEIVED BY PRESIDENT _____

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DATE OF MEETING WITH GRIEVANT _____

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DISPOSITION

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DATE: _____ SIGNATURE _____

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DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES _____

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DATE GRIEVANCE ALLOWED _____

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DATE OF HEARING _____

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DISPOSITION _____

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DATE: _____ SIGNATURE _____

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ARTICLE XIV

Duration of Agreement

14.1 This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation and supersedes each and every provision of all prior contracts between the parties. Except as specified, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

14.2 This Agreement shall be effective for a period of two (2) years starting with the date of signing through June 30, 1987 subject to the following:

(a) Between April 1, 1987 and April 15, 1987 either party may notify the other in writing of its desire to terminate, modify or supplement this Agreement. Within fifteen days of such notice, the duly authorized representatives designated by the parties will meet to commence such negotiations.

(b) Salary adjustments for 1985-86 shall be retroactive to July 1, 1985.

by W. M. Lambert
Chairperson, Board of Trustees

by Joseph S. Borzeggine
International Representative,
IUE, AFL-CIO

by Bergna D. Scott
Secretary, Board of Trustees

by Paul D. Grosso
President, Local 442, IUE, AFL-CIO

by Leon D. Hughes

by Lyndall E. Bailey

Dated Oct. 24, 1985

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APPENDIX A
 GLOUCESTER COUNTY COLLEGE
 SALARY SCHEDULE
 DIRECTORS GROUP
 TWELVE MONTH EMPLOYEES

	<u>Minimum</u>	<u>Maximum</u>
<u>1985-86</u>		
Level I	\$22,500	\$37,000
Level II	20,000	34,300
<u>1986-87</u>		
Level I	24,000	39,600
Level II	21,400	36,700

Notes:

1. Level I positions:

Director, Counseling/EOF/GED

Director, Library/Media Services

Director, Registration/Veterans Affairs

2. Level II positions:

All others