

Agreement between
The Board of Trustees
of Gloucester County College

and

The Gloucester County College
Education Association Directors' Group

which is affiliated with the
New Jersey Education Association

2004-2007

Effective July 1, 2004

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1 **AGREEMENT**

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

6

and

7 Gloucester County College Education Association Directors' Group affiliated with the New Jersey
8 Education Association.

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10 This Agreement entered into on July 1, 2004 by and between the Board of Trustees of Gloucester
11 County College, hereinafter called the Board, and the Gloucester County College Education
12 Association Directors' Group affiliated with the New Jersey Education Association, hereinafter
13 called the Directors' Group, represents a complete agreement between the parties, and provides
14 that:

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1 **ARTICLE I**

2 **GENERAL CONDITIONS**

3 1.1 **Board Recognition**

4 The Board hereby recognizes the New Jersey Education Association on behalf of the
5 Directors' Group of Gloucester County College as the sole and exclusive negotiation
6 representative for all Gloucester County College Directors. The term "Director," when used
7 here and after in this Agreement, shall refer to all members of the designated bargaining unit
8 as specified by the PERC determination of September 14, 2001. This represents the titles of
9 Associate Director, Director II, Director I and Senior Director. When a new director title is
10 created, the President of the Association shall be informed within five working days and the
11 title shall be placed in the unit, unless either party shall have an objection to such
12 placement. In the event that an informal conference between the parties fails to resolve the
13 objection, the matter shall be submitted to the New Jersey Public Employment Relations
14 Commission (PERC) for clarification of unit proceedings. Additionally, should the
15 Association raise an objection that unit work has been assigned to a title outside the unit, the
16 parties shall confer for the purpose of resolving the matter, and if unsuccessful, the matter
17 shall be submitted to PERC for clarification of unit proceedings

18 1.2 **Contrary to Law**

19 If any provision of this agreement or any application of the Agreement to any employee or
20 group of employees shall be found contrary to law, then such provision or application shall
21 be void, but all other provisions or applications of this agreement shall continue in full force
22 and effect.

1 1.3 Amendment

2 Should the parties agree to an amendment of this Agreement, such amendment shall be
3 reduced to writing, submitted to ratification procedures of the Board and the Directors'
4 Group, and if ratified, become part of the Agreement.

5 1.4 Released Time for Negotiations

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

8 1.5 Budget Information

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

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

13 1.6 Selection of Negotiators

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

20 1.7 Copies of Agreement

21 Copies of this agreement shall be reproduced by the Board and distributed to all members of
22 the Directors' Group now employed or hereafter employed by the Board for the duration of

1 this Agreement. The Board will supply ten copies to the Directors' Group. Bona fide
2 candidates for employment shall be given a copy of the Agreement when the individual is
3 given a Notice of Appointment.

4 1.8 Continuing Consultation

5 The Directors' Group will meet with the President and appropriate administrators, at the
6 request of either party, at least twice per academic year to discuss the administration of
7 this agreement and/or problems of mutual concern.

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1 **ARTICLE II**

2 Rights of Parties

3 2.1 Right to Organize

4 Nothing contained herein shall be construed to deny or restrict the rights of members under
5 the New Jersey Statutes Annotated, Title 18A or other applicable laws and regulations. The
6 rights granted and duties inferred herein shall be deemed to be in addition to those provided
7 elsewhere. However, the Board retains all rights not specifically conferred upon the
8 Directors' Group.

9 2.2 Right to Negotiate

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

13 2.3 Association Business

14 Duly authorized representatives of the Directors' Group shall be permitted to transact
15 official Association business and conduct meetings on College property at reasonable times,
16 where such business does not interfere with the operation of the College or with the
17 performance of the members' duties. No charge shall be made for the Association's use of
18 College facilities.

19 2.4 Use of Facilities and Equipment

20 The Directors' Group may use College facilities and equipment at the convenience of the
21 President or his/her designees. No equipment shall be removed from the premises without
22 written permission. Payment shall be made for any expendable supplies used for Directors'

1 Group purposes, and the Directors' Group shall be liable for damage to any equipment used
2 for said purposes. A request from the Directors' Group shall not be unreasonably denied.

3 2.5 Safety Committee

4 The Association may have a representative on the College wide Safety Committee.

5 2.6 Bulletin Board

6 The College shall make available to the Association a bulletin board for the purpose of
7 posting official Association notices.

8 2.7 Board's Authority

9 The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority,
10 duties and responsibilities conferred upon and vested in it, prior to the signing of this Agreement,
11 by the laws and Constitution of the State of New Jersey and of the United States including, but not
12 limited to the following rights:

- 13 (a) The executive management and administrative control of Gloucester County
14 College and its properties and facilities and activities of its employees by utilizing
15 personnel, methods, and means of the most appropriate and efficient manner
16 possible, as may, from time to time, be determined by the Employer.
- 17 (b) To insure compliance with all state and federal laws and regulations governing the
18 operations of the Employer's facility.
- 19 (c) To make, maintain, and amend such reasonable rules and regulations as it may
20 from time to time deem best for the purposes of maintaining order, the safety of
21 students, employees, and guests and to require compliance by employees.

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- (d) To hire all employees, to determine their qualifications and conditions of continued employment, to set their assignment, and to promote and transfer employees.
- (e) To decide the number and types of employees needed for any particular time and or task and to be in sole charge of the quantity of the work required.
- (f) To suspend, demote, discharge or take any other appropriate disciplinary action against any employee for just cause according to the law and the provision of the collective bargaining agreement.
- (g) To lay off employees in the event of lack of work or funds or under conditions where continuation of such work would be inefficient and non-productive or for other legitimate reasons according to the provisions of this collective bargaining agreement.
- (h) The above is subject to the law and the provision of the collective bargaining agreement.

1 **ARTICLE III**

2 Directors' Assignments and Responsibilities

3 3.1 Holidays

4 The Board shall designate fourteen (14) holidays annually for full-time twelve-month
5 employees.

6 3.2 Directors' Working Hours

7 (a) The usual work week for Directors shall be 35 (thirty-five) hours over a five
8 consecutive day period, excluding a one-hour lunch period daily.

9 (b) Directors are exempt employees and will not be required to make up any
10 compensatory time for the Board designated recess.

11 3.3 Emergency Closing

12 Directors who are scheduled to work but directed not to report to work due to inclement weather
13 or another emergency situation will be credited with one hour of pay for each hour that he/she is
14 scheduled to work. Employees who are officially dismissed early due to weather or any other
15 situation will be paid for their entire scheduled workday. All employees in active pay status shall
16 be paid for the entire day if the College is closed for the entire day. Emergency closing
17 compensation will be provided unless an Act of God or a regional/national emergency beyond
18 the control of the Board prevents the College from making these payments. It is the employee's
19 responsibility on days of inclement weather to check college designated information sources for
20 college closing information.

1 3.4 Authorized Off-Campus Assignments

2 If a Director is required or receives approval to make a trip on College business, he or she
3 shall be reimbursed for the most convenient and economical mode of transportation or the
4 specified auto mileage reimbursement. If the College requests that an Association member
5 use his/her own transportation and the unit member agrees, he or she shall be reimbursed
6 at the prevailing IRS “standard mileage rate”. The College shall provide secondary
7 coverage over the owner’s primary coverage and limits to a total maximum of
8 \$1,000,000. This coverage is in excess of the owner’s primary coverage and applies only
9 when a unit member uses his/her vehicle for authorized College business.

10 3.5 Attendance at College Functions

11 Attendance by members at Commencement is mandatory, and attendance at a reasonable
12 number of other College functions is encouraged. The College will furnish academic attire
13 when needed, at no cost to the member.

14 3.6 College Handbooks

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

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1 **ARTICLE IV**

2 Personnel Files

- 3 4.1 (a) The College shall maintain a personnel file on each
4 employee, which shall include, but not be limited to, the following:
- 5 1. Personnel information;
 - 6 2. Information relating to the employee's accomplishments submitted by the
7 employee or placed in the file at his/her request;
 - 8 3. Records generated by the College;
 - 9 4. Job description; and
 - 10 5. Information indicating special achievements, research, performance and
11 contributions of an academic, professional or civic nature.
- 12 (b) The employee may, upon request, examine the individual personnel file referred to
13 in 4.1 (a) and photocopy material therein, within five (5) working days of the initial
14 request, at a time mutually convenient to the administrator in charge and the unit
15 member.
- 16 (c) All material requested by the College or supplied by the employee in connection
17 with the employee's original employment shall be maintained in a confidential pre-
18 employment file, which shall not be available for examination by the employee.
- 19 (d) Human Resources will be responsible for the safekeeping of the personnel files.
- 20 (e) Unit members shall be shown disciplinary material to be placed in their file and
21 shall acknowledge by signature having seen same. Such acknowledgment shall not
22 necessarily indicate agreement with the material. Unit members shall have the right

1 to respond to any material placed in the file within twenty working days after
2 reviewing such material.

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

4 (g) Personnel files will be available to the appropriate supervisory personnel and Board
5 members when matters of promotion, retention, discipline and performance are
6 under discussion or for other legitimate business needs.

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1 **ARTICLE V**

2 Contracts, Dismissals and Vacancies

3 5.1 (a) Annual notice of intent to reappoint Directors who have completed five full
4 academic years of service shall be issued by December 15. Annual notice of intent
5 to reappoint Directors with less than five full years of academic service shall be
6 issued by March 15.

7 (b) The Board of Trustees shall issue Directors an employment contract stipulating
8 terms and conditions of employment (including position title, salary, duration, and
9 any special conditions) no later than April 15 of the current year.

10 (c) Grant-funded positions may be terminated immediately and are subject to the
11 terms and conditions of the funding agency.

12 (d) Notice of non-reappointment shall be issued by December 15th for Directors who
13 have completed five academic years of service and by March 15th for Directors with
14 less than five academic years of service. Such notice shall not be issued without
15 cause. If the cause is questioned the matter shall be processed through the grievance
16 procedure except that the Board of Trustees shall act as the Arbitrator in the final
17 and binding step.

18 (e) Removal during the term of the contract shall only be made for just cause. The
19 employee shall be given 30 days notice of the College's intent to terminate the
20 contract. Directors with more than five academic years of service or those with
21 tenure protections shall be afforded the rights and privileges provided by statute and
22 administrative code.

1 (f) Directors wishing to terminate their employment with the college shall provide 30
2 days notice.

3 5.2 Recommendations for Promotion

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

1 **ARTICLE VI**

2 Health Insurance Benefits

3 6.1 Medical Insurance

4 Under the New Jersey State Health Benefits Plan for both health and prescription drug
5 coverage, all full-time unit members who have completed their 60 day probationary
6 period will be eligible to enroll into the provider plan of their choice at his/her
7 appropriate level of coverage (e.g., single, couple, parent/child or family coverage). The
8 College will administer all health and prescription drug programs in accordance with the
9 requirements and guidelines of the State Health Benefits Commission.

10 6.2 Dental Insurance

11 Dental insurance will be provided to each unit member at his/her appropriate level of
12 coverage (e.g., single, couple, parent/child or family coverage) through Delta Dental or a
13 like dental provider. Should a unit member individually elect to expand or increase
14 coverage beyond the coverage levels in place as of 6/30/01, then the unit member will be
15 responsible for any additional cost of the expanded or additional coverage through an
16 employee payroll deduction.

17 6.3 Insurance Carriers

18 The Board reserves the right to change insurance carriers and/or self-insure so long as
19 substantially similar benefits are provided. In the event the Board decides to change
20 insurance carriers and/or self-insure, the matter will first be discussed with representatives
21 of the Association prior to any change, and if the Association does not agree that the
22 benefits to be provided by the new carrier or through self-insurance are substantially similar,

1 the Association may file for arbitration within fifteen (15) calendar days from notification
2 by the Board of its intention to change carriers or to self-insure.

3 6.4 Retiree Coverage

4 (a) All current unit members retiring after July 1, 2001, with 15 years of service at the
5 College and a minimum age of 62, or at any age with at least 25 years of service in
6 the New Jersey Retirement Pension Systems, shall receive retiree benefits through
7 the Health and Dental providers offered by the College. The employee shall be
8 eligible to receive his/her appropriate level of coverage (e.g., single, couple,
9 parent/child or family coverage). The retiree will be responsible for any dental
10 co-payments for expanded services consistent with those for active employees at
11 the time of his/her retirement.

12 (b) All unit members hired after June 5, 2002 shall receive the following upon
13 retirement:

14 (i) Those with 15 years or more service to the College and a minimum age of
15 62 shall receive single health coverage as provided under the New Jersey
16 Health Benefits Program and the equivalent of single coverage for Dental
17 insurance. The retiree will be responsible for any dental co-payments for
18 expanded services consistent with those for active employees at the time
19 of his/her retirement.

20 (ii) Those with 25 years of service under the New Jersey Retirement Pension
21 Systems shall receive coverage at his/her appropriate level (e.g., single,
22 couple, parent/child or family coverage) as provided under the New Jersey

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Health Benefits Program and the College’s coverage for Dental insurance.
The retiree will be responsible for any dental co-payments for expanded services consistent with those for active employees at the time of his/her retirement.

1 **ARTICLE VII**

2 Directors' Salaries and Deductions

3 7.1 Salary

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

5 7.2 Requests for Deductions

6 Members may, by executing the proper form as provided by the Board, have automatic
7 payroll deductions for any of the following purposes:

- 8 (a) Professional dues
- 9 (b) Dues check off authorization
- 10 (c) Government bonds
- 11 (d) Credit Union
- 12 (e) State of New Jersey pension programs
- 13 (f) Any professional insurance programs
- 14 (g) Such other as shall be mutually agreed upon by the Directors' Group and the Board

15 7.3 Representation Fee for Non-members

16 (a) The Association President shall submit to Human Resources a list of names of employees
17 covered by this contract who are not currently dues paying members. The College, in
18 compliance with State law and this agreement, will deduct a representation fee equal to a
19 percentage of the regular dues as certified on an annual basis by the Association, which
20 shall be remitted to the Association in the same manner as dues. In the case of newly
21 hired employees, deduction of representation fees will begin with the next paycheck

1 following submission of dues check off card or, in lieu there of , with the next paycheck
2 following a written request by the Association to withhold.

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

9 (c) The Association shall indemnify and save the Board (and College) harmless against
10 any and all claims, demands, suits or other forms of liability including reasonable
11 legal and/or representation fees resulting from any of the provisions of this Article
12 or in reliance on any list, notice or assignment furnished under this Article.

13 (d) The Association agrees that it has established or will establish a procedure by which
14 a non-member employee in the unit can challenge the representation fee in
15 accordance with N.J.S.A. 34: 13A-5.6.

1 **ARTICLE VIII**

2 **Paid Leaves of Absence**

3 8.1 **Sick Leave**

4 Members, steadily employed by the Board of Trustees, shall be allowed sick leave with full
5 pay for a period of twelve work days in any academic year. Up to ten days accumulated
6 sick leave may be transferred from immediate previous educational employment. Unused
7 sick leave shall be accumulative, to be used for additional sick leave as needed in
8 subsequent years. The Board may require proof of illness.

9 8.2 **Family Illness**

10 Employees may be absent from work because of a serious illness or injury of an immediate
11 family member (father, mother, spouse, children) or contagious disease among any person
12 residing in the employee's household. Such time is to be charged against sick leave or
13 personal time. Employees may use federal or state leave programs to care for eligible
14 family members.

15 8.3 **Use of Statutory Leave for Personal or Family Illness**

16 Eligible employees may elect to use or may be required to use Family Medical Leave or New
17 Jersey Medical Leave to care for their own serious health condition or the serious health
18 condition of eligible family members pursuant to terms and conditions of those statutes.

19 8.4 **Bereavement**

20 A paid bereavement leave of four (4) days maximum will be allowed for each death in the
21 immediate family for the period covering up to seven days from the date of the death.

1 Family shall mean: father, mother, siblings, wife, husband, children, stepchildren,
2 grandchildren, grandparents, mother-in-law, and father-in-law.

3 In the event of the death of a member of the family other than those previously listed, an
4 Association member may be entitled to one full day of paid bereavement leave to attend
5 the funeral. The employee also may use up to three days from accrued sick leave or
6 personal leave to support bereavement leave requirements for these other family
7 members.

8 8.5 Personal Leave

9 Unit members may be granted three (3) days personal leave with pay for bona fide personal
10 business that cannot be handled outside of regular working hours, such as:

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

1 8.6 Sabbatical Leaves

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

3 (a) A member will be eligible for sabbatical after completion of seven years
4 continuous service at the College; or after seven years since his/her last
5 sabbatical leave at the College.

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

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

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

13 (e) Sabbatical leave may be for one half year or one full year. This leave shall
14 be creditable for College seniority. Sabbatical pay for the length of the
15 contract is:

16 1/2 year 100%

17 1 year 60%

18 (f) Sabbatical leaves are not subject to the grievance procedure of this
19 Agreement.

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1 **ARTICLE IX**

2 Unpaid Leaves of Absence

3 9.1 Family and Medical Leave

4 Eligible employees may be entitled to unpaid leave for their own serious health condition,
5 the serious health condition of certain close family members or to care for a newborn or
6 newly adopted child, pursuant to the Family and Medical Leave Act and or the New
7 Jersey Family Leave Act. Such leaves shall be granted, consistent with these statutes and
8 with College policy. Employee benefits will continue as required by federal and/or state
9 statute during this period.

10 9.2 Leave to Care for a Newborn or Newly Adopted Child

11 Unit members of either sex shall be granted unpaid leave of absence to run concurrently with any
12 mandated federal or State leave for the birth or adoption of a child. A unit member may receive
13 up to one (1) year of unpaid leave for the care of a newborn child under one-hundred-twenty
14 (120) days of age at the time the leave commences (or for an adopted child less than five (5)
15 years of age) provided that, where possible, at least sixty (60) days prior written notice is given to
16 the College. Employee health insurance benefits will be provided during the time that an
17 employee is covered under the provisions of the federal and state leave programs; thereafter, an
18 employee may elect to purchase continuation coverage under COBRA.

19 9.3 Applications for Unpaid Leave

20 Applications for unpaid leaves of absence, other than for leave under the Family and Medical
21 Leave Act, the New Jersey Family Leave Act or as a form of reasonable accommodation to an
22 employee's disability or handicap, must be made in writing not less than 90 days prior to the

1 effective date of such leave. Notice to return must be made in writing not less than one semester
2 prior to the date of return. The decision to grant an unpaid leave rests solely with the Board and
3 is not subject to the grievance procedure of this Agreement.

4 9.4 Leave for Personal Reasons

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

7 9.5 Leave for Professional Services

8 Leave to serve with the NJEA, its affiliates or an academic professional organization may
9 be granted for one year.

10 9.6 Leave for Advanced Study

11 Leave for advanced study in the unit member's field may be granted for one year.

12 9.7 Leave for Fulbright or Exchange Program

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

15 9.8 Decision to Grant Unpaid Leave

16 The decision to grant an unpaid leave of absence for Personal Reasons, Professional Services,
17 Advance Study, Fulbright or Exchange Program rests solely with the Board and is not subject to
18 the grievance procedure of this Agreement.

19 9.9 Unpaid Leave Benefits

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

1 waiver will be granted in accordance with Article X, paragraph 10.1, while on an approved
2 unpaid leave of absence.

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1 **ARTICLE X**

2 Director's Privileges

3 10.1 Tuition Waiver

4 Subject to meeting entrance requirements, each unit member, his/her spouse and children
5 through age twenty-three (23) will be granted waiver of tuition and activity fee for
6 Gloucester County College credit courses. These individuals also shall be eligible for a
7 tuition waiver for non-credit courses, workshops or seminars as long as there is space
8 available and there is no additional cost to the College as a result of the waiver. In any
9 instance in which the agreement with a co-sponsoring organization for an offering
10 prohibits access to courses, that agreement with the co-sponsor shall govern.

11 10.2 Early Childhood Education Center

12 Members will be granted the privilege to use the facilities of the Early Childhood Education
13 Center for so long as it continues to exist and in conformity with the rates and rules of such
14 facility.

15 10.3 Tuition Reimbursement

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

- 18 (a) Courses must be submitted at least ten (10) days prior to matriculation in
19 such course(s) and are subject to approval by the President or his/her
20 designee.
- 21 (b) Reimbursement will be made on a per credit basis at a rate not to exceed the
22 Rutgers graduate rate and will be contingent upon the successful completion

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of course work with a grade “C” or better for undergraduate courses and “B” or better for graduate level courses.

Unit members shall be eligible for reimbursement up to 12 credit hours per fiscal year (July 1 to June 30).

(c) Nothing herein precludes approval by the President or his/her designee of beneficial undergraduate courses.

10.4 Parking

A parking area for members shall be provided.

1 **ARTICLE XI**

2 Vacation for Directors

3 11.1 Vacation

4 Each member shall earn pro rata twenty-two (22) vacation days per year. An employee
5 may accrue and carry forward up to one year's worth of his/her entitlement of vacation
6 time into the next fiscal year. This time must be used by June 30 of the next fiscal year,
7 so that no more than one year's worth of vacation accrual is carried forward into any
8 subsequent fiscal year. In rare instances, an employee may carry forward vacation time in
9 excess of the one year's allocation upon approval of the President.

10 11.2 Vacation Schedule

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

14 11.3 Termination Pay

15 If at the time of termination of employment a Director has accumulated vacation time,
16 he/she shall be compensated for it up to 30 days, calculated as follows:

17
$$\frac{\text{Accumulated vacation time (up to 30 days)} \times \text{base salary}}{260 \text{ days (5days} \times 52 \text{ weeks)}}$$

1 **ARTICLE XII**

2 Retirement "Bonus"

3 12.1 A retirement "Bonus" shall be based on a payment of \$100 per day for each accumulated
4 sick leave day earned during the duration of this contract, \$86 per day for July 1, 2001 to
5 June 30, 2004 and \$83 per day for each day earned under prior contracts provided that the
6 following conditions are met:

- 7 (a) The unit member has been employed actively by the College for twenty (20) years.
- 8 (b) The unit member must provide at least six months prior written notice of intent to
9 retire. However, the President may waive this notification requirement in the case
10 of a life-threatening illness.
- 11 (c) The unit member retires under the New Jersey Public Employees Retirement System
12 or employing the same standards of this system if the unit member retires under the
13 Alternate Benefit Program.

14 12.2 If the years of a unit member's active College service is less than 20 but at least 10 full years,
15 then the retirement "bonus" shall be proportional i.e., 11/20, 12/20 etc. to the maximum as
16 per above.

17 12.3 The member may elect to defer the retirement "bonus" compensation up to 12 months.

18 12.4 Any sick days used by a member during the term of the contract shall be on a "last in, first
19 out" basis, so that an employee shall first use the sick days carrying a retirement bonus of
20 \$86 before using the days valued at \$83.

1 12.5 This benefit is limited to a maximum of \$10,000 for all employees hired after June 5,
2 2002. For all employees hired prior to June 5, 2002, this benefit is limited to a maximum
3 of \$20,000.

4 12.6 In cases where a unit member dies while actively employed and has provided written
5 notification of intent to retire (under section 6.1B), the bonus will be paid to his/her estate.

6

7

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1 **ARTICLE XIII**

2 Grievance Procedure

3 13.1 A grievance is a claim or complaint by a unit member, group of unit members or the
4 Association hereinafter referred to as a Grievant, based upon an event which affects a
5 condition of employment, discipline or discharge, and/or alleged violation of which
6 constitutes a misrepresentation or misapplication of any provision of this Agreement or any
7 existing rule order or regulation of the Board of Trustees. In the event that a unit member or
8 group of unit members or the Association believes there is a basis for a grievance, it shall:

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

10 (b) If, as a result of the informal discussion a grievance is unresolved, the Grievant may
11 invoke the formal grievance procedure on the form required, signed by the Grievant.

12 Every formal grievance shall be filed within twenty (20) working days of the
13 occurrence or thereafter be barred. Two (2) copies of the grievance shall be filed
14 with the President of the College or a representative designated by the President.

15 (c) Within five (5) working days of date of filing, the President of the College or his/her
16 designee shall meet with the Grievant or his/her representative in an effort to resolve
17 the grievance. The President of the College or his/her designee shall indicate his/her
18 disposition of the grievance in writing within five (5) working days of said meeting.

19 (d) If the Grievant is not satisfied with the disposition of the grievance by the President
20 of the College or his/her designee or if no disposition has been made within the time
21 limits in paragraph (c), the grievance shall be transmitted within ten (10) working
22 days to the Board of Trustees by the Grievant by filing a written copy thereof with

1 the Secretary of said Board. The Board shall, within thirty (30) working days of the
2 date of filing, either allow the grievance or form a committee and hold a hearing on
3 the grievance. Should a hearing be held, the Association and the affected unit
4 members shall be notified in writing no later than five working days after the
5 hearing of the recommendation from the committee. The Board of Trustees shall
6 publicly indicate its disposition of the grievance at its next regularly scheduled
7 meeting after notification to the Association and the grievant. A grievance based on
8 lack of contract offer by the Board of Trustees for non-tenured unit members shall
9 be handled per Article V Section 5.3.

10 (e) If the Association is not satisfied with the disposition of the grievance by the Board
11 of Trustees, or if no disposition has been made within the period provided in
12 paragraph (d), the grievance may be submitted to arbitration within thirty (30)
13 working days before an impartial arbitrator. If the parties cannot agree on an
14 arbitrator, he/she shall be selected pursuant to the rules and procedure of the Public
15 Employees Relations Committee (PERC), whose rules shall likewise govern the
16 arbitration proceeding. Neither the Board nor the Association shall be permitted to
17 assert in such arbitration proceeding any ground or to rely on any evidence not
18 previously disclosed to the other part. No more than one (1) substantive issue may
19 be submitted to the arbitrator in a case unless otherwise agreed to in writing by both
20 parties. The arbitrator shall submit a written decision within thirty (30) days of the
21 hearing setting forth his findings of fact, reasoning and conclusions on the issue
22 submitted. The arbitrator shall have no power to alter, add to or subtract from the

1 terms of the Agreement. Both parties agree to be bound by the decision of the
2 arbitrator.

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

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

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

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

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

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

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

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

5 (n) Human Resources shall report all disciplinary actions taken against any bargaining
6 unit member to the President of the Association. The name of the disciplined
7 employee shall only be included with his/her written consent.

8

1 13.2 Formal Grievance Procedure Form

2 NAME_____

3 POSITION_____

4 DATE OF GRIEVANCE_____

5 DATE OF FILING_____

6 NATURE OF GRIEVANCE:

7

8 PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:

9

10

11 SIGNATURE_____

12

13 DATE RECEIVED BY PRESIDENT_____

14 DATE OF MEETING WITH GRIEVANT_____

15 DISPOSITION:_____

16

17 DATE_____ SIGNATURE_____

18 DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES_____

19 DATE GRIEVANCE ALLOWED_____

20 DATE OF HEARING_____

21 DISPOSITION:

22 DATE:_____ SIGNATURE_____

1 **ARTICLE XIV**

2 Duration of Agreement

3 14.1 This Agreement incorporates the entire understanding of the parties on all matters that were
4 or could have been the subject of negotiation and supersedes each and every provision of all
5 prior contracts between the parties. Except as specified, neither party shall be required to
6 negotiate with respect to any such matter whether or not covered by this Agreement and
7 whether or not within the knowledge or contemplation of either or both of the parties at the
8 time they negotiated or executed this Agreement.

9 14.2 This Agreement shall be effective starting July 1, 2004 through June 30, 2007 subject to the
10 following:

11 (a) During the month of October 2006, either party may notify the other in writing of its
12 desire to terminate, modify or supplement this Agreement. Within thirty days of
13 such notice, the duly authorized representatives designated by the parties will meet
14 to commence such negotiations.

15 (b) Each unit member shall receive the following base salary increases: 4.00% in 2004-
16 05, 4% in 2005-06 and 4% in 2006-07.

17 (c) Any Association member who teaches under an adjunct contract with the College
18 shall be granted compensation on an overload basis. The overload compensation
19 for credit-bearing courses shall be as negotiated in the faculty contract for 2004-7.
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BOARD OF TRUSTEES

GCCEA

On behalf of DIRECTORS

by _____

by _____

Chairperson, Board of Trustees

NJEA Representative

by _____

by _____

Secretary, Board of Trustees

President, GCCEA, Directors' Group

DATED _____

by _____

1 **APPENDIX A**

2 **GLOUCESTER COUNTY COLLEGE**

3 **SALARY SCHEDULE**

4 **DIRECTORS' GROUP**

5 **TWELVE-MONTH EMPLOYEES**

6

7

Maximum

8

Senior

\$99,900

9

Level I

\$86,400

10

Level II

\$80,100

11

Associate

\$73,900

12

13

Notes:

14

a) Should an employee be promoted from one level to another, he/she shall receive a promotional adjustment of \$1,500.

15

16

b) Directors employed at the College prior to July 1, 1983 shall be "grandfathered" at the Senior Director with no promotional adjustment.

17

18

c) Sr. Directors employed at the College prior to July 1, 1983 shall not be capped at the contract maximum.

19