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DIVISION

AGREEMENT BETWEEN

THE BOARD OF TRUSTEES

OF

GLOUCESTER COUNTY COLLEGE

AND

THE FACULTY ASSOCIATION

OF

GLOUCESTER COUNTY COLLEGE INCORPORATED

1970-1971 1971-1972

3/12/70

AGREEMENT BETWEEN

The Board of Trustees of Gloucester County College, operating under provision of Public Laws of 1968, Chapter 303, of the State of New Jersey

and

The Faculty Association of Gloucester County College Incorporated.

This Agreement, entered into this 12th day of March, by and between the Board of Trustees of Gloucester County College, hereinafter called the Board, and the Faculty Association of Gloucester County College Incorporated, hereinafter called the Association, represents a complete agreement between the parties, and provides that:

Whereas the Board and the Association declare that providing quality higher education for youth and adults of this County is their mutual aim and that the character of such education depends primarily upon the ability and good will of both groups

Whereas the Board desires that the faculty participate in the development of policies and educational programs and

Whereas the Board, pursuant to Chapter 303, Public Laws of 1968, has negotiated with the Association as the sole bargaining agent for the employees, more particularly referred to in Article I, Paragraph A, hereof, with respect to salaries and terms and conditions of employment, and

Whereas the parties have reached certain understandings which they desire to confirm by this Agreement,

In consideration of the following mutual covenants, it is mutually agreed as follows:

ARTICLE I

A. The Board hereby recognizes the Faculty Association of Gloucester County College, Inc., as the exclusive negotiating representative, as defined in Public Law 303, of the State of New Jersey, for full time professional personnel presently employed or hereafter employed by the Board, including teaching staff, counselors, librarians, the Director of Admissions, the Director of Student Activities and the Director of Financial Aid, but excluding the President, Deans, the Business Manager, the Director of Student Personnel Services, Division Chairmen, the Registrar, and such professional personnel who are or become responsible for supervisory or evaluative duties with respect to other professional personnel.

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

ARTICLE II

Association and Instructors' Rights

A. Pursuant to Public Laws of 1968, Chapter 303 of the State of New Jersey, personnel as described in Article I (A) have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiation and other concerted activities for mutual aid and protection.

B. Nothing contained herein shall be construed to deny or restrict the rights of members of the teaching staff under the New Jersey Statutes Annotated, Title 18A or other applicable laws and regulations. The rights granted and duties inferred herein shall be deemed to be in addition to those

provided elsewhere. However, the Board retains all rights not specifically conferred upon the Association.

C. Duly authorized representatives of the Association shall be permitted to transact official Association business and conduct meetings on college property at reasonable times. "Reasonable time" shall be defined as such time which does not interfere with the operation of the College or with the performance of the faculty members' duties, as determined by the President. No charge shall be made for the Association's use of College facilities.

D. The Faculty Association may use College facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines and AV equipment, at the convenience of the College. No equipment shall be removed from the premises. Payment shall be made for any expendable supplies used for Association purposes, and the Association shall be liable for damage to any equipment used for said purposes.

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

F. Faculty members shall be entitled to full rights of citizenship and no religious or political activities of any faculty member or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such faculty member. The private and personal life of any faculty member is not within the appropriate concern or attention of the Board, as long as it is private.

G. The provisions of this Agreement shall be applied in a manner

which is not arbitrary, capricious or discriminatory and without regard to race, creed, religion, color, national origin, age, sex, or marital status.

H. An Association representative may have his appearance noted on the agenda of any Board meeting if notice of intent is filed with the Secretary of the Board of Trustees ten days prior to the date of the meeting.

I. Personnel File

1. The College shall maintain a personnel file on each employee which shall include, but not be limited to, the following:

a. Personnel information (except all materials requested by the College or supplied by the employee in connection with the employee's original employment).

b. Information relating to the employee's academic and professional accomplishments submitted by the employee or placed in the file at his request.

c. Records generated by the College.

d. Administrators will be encouraged to place in personnel files information of a positive nature indicating special achievements, research, performance, and contributions of an academic, professional, or civic nature.

2. The Personnel File shall be available for examination by the employee at his request.

3. All other information shall be considered confidential and shall be available only to the Administration of the College.

ARTICLE III

Conditions of Employment

A. Basic Load

1. Full-time faculty members shall teach 15 credit hours for each registration period. There shall be 18 contact hours in the following fields: Science, Technology, and applicable Business subjects. Nursing and Physical Education work loads shall be mutually determined between the respective personnel and the appropriate college administration.

2. Commencing with the academic year 1971-72, the following shall constitute the basic load:

a. With the exception of the Nursing Curriculum, 15 contact hours will constitute a full load. Any time in excess of 15 hours shall be an overload. Within the Nursing Curriculum, the work load shall be mutually determined between the nursing faculty members and the appropriate college administration.

b. Three contact hours overload shall constitute the general limit per faculty member per semester, with exceptions possible only in the unusual cases of single courses carrying more than 3 contact hours per given amount of credit hours (e.g., Math 108, Introductory Calculus 4 contact hours for 4 credits). For instruction of such subjects as Science, which usually require 6 contact hours per course, three courses per instructor (18 contact hours) shall be the maximum per semester, thus providing a 3 contact hour overload.

3. Full time teaching faculty members shall be given first consideration to overload positions with no more than one overload per semester.

B. Office Hours

1. Each member of the teaching staff shall maintain at least 5 hours

per week for consultation with students. Such hours shall be in addition to his scheduled classes.

2. Students may make consultation appointments with the faculty member or his secretary.

3. All office schedules for faculty members for consultation shall be subject to the Dean of Instruction's approval.

C. College Functions

1. Attendance by faculty members at a reasonable number of College functions is expected.

2. Faculty members attending those functions for which academic attire is requested shall have said attire furnished by the College at no charge to the faculty member.

D. Transfer

A faculty member is not to be assigned to an instructional area in which he has had no formal preparation unless it is mutually agreed upon by the faculty member involved and the administration.

E. Academic Freedom

The faculty member shall have the unrestricted right to pursue and report the truth in his subject matter as he understands it as a teacher in his classroom.

F. Orientation

The Association shall assist the administration in providing orientation for all new faculty members.

G. Faculty Handbook

The Faculty Association shall assist the administration in developing

the Faculty Handbook and may recommend any changes therein.

H. Field Trips

The College shall provide \$300,000/\$500,000 automobile liability insurance whenever a faculty member is requested to drive on college business.

I. Class Size

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

J. Working Hours and Working Week

The basic load assignment of any instructor shall span no more than eight hours from the beginning of the first class to the end of the last class in the same day, and no more than five consecutive days per week. Any extension of this time limit will be by mutual agreement of the faculty member concerned and the college administration.

K. Academic Calendar

The academic calendar shall be discussed between the President of the College, or his designee, and the designated representative of the Faculty Association before adoption by the Board of Trustees.

L. Teaching Schedule

The master schedule and individual assignments shall be the responsibility of the Dean of Instruction, cooperating with Division Chairmen.

M. Administrative Duties

Any faculty member who assumes administrative duties and subsequently returns to instructor status or vice versa shall resume all rights and privileges that he would have had if he had continued in his previous status without interruption.

N. Vacancies

Faculty members will be advised of newly created administrative and supervisory 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.

O. Vacation for 12 Month Employees

1. Each employee shall have a vacation of 20 working days during each year of employment. A total of 10 vacation days may be carried into the subsequent year.

2. An employee's preference as to the period during which he desires to take his 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.

3. If at the time of termination of employment a twelve month employee has accumulated vacation time, he shall be compensated for it up

to $\frac{20}{260} (5X52)$ X base salary.

ARTICLE IV

Faculty Benefits

A. Paid Leaves of Absence

1. Sick Leave

All faculty members and twelve month employees, steadily employed by the Board of Trustees, shall be allowed sick leave with full pay for a period of 10 teaching days in any academic year. In addition, faculty members and twelve month employees will receive credit for not more than 10 days accumulated sick leave from their immediate previous educational employment. All days

of such sick leave not utilized that year shall be accumulative, to be used for additional sick leave as needed in subsequent years. The Board may require proof of illness.

2. Bereavement

a. Leave at the discretion of the President will be allowed for each death in the immediate family. Family shall mean: father, mother, siblings, wife, husband, children, step-children and grandchildren.

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

3. Personal Leave

a. In case of serious illness of a member of the employee's household, determination of eligibility for leave with pay shall be left to the discretion of the President.

b. Leave may be permitted at the discretion of the President in case of serious illness of a member of an employee's family or for matters which cannot be cared for in free time.

B. Unpaid Leave of Absence

Maternity Leave

Maternity leave from the mid-point of pregnancy, or earlier on the recommendation of the physician, to a maximum of one year, may be granted at the request of the faculty member. The Board, in its discretion, may require a faculty member to accept a leave at the mid-point of pregnancy, and in no event later than the then current semester's end. Termination of the leave shall coincide with the beginning of a semester.

C. Medical Insurance

The Board of Trustees shall provide for each employee coverage under New Jersey Public and School Employee Health Benefit Plan as follows:

100% for each single employee plus 25% of the difference between the single employee plan and the dependent plan selected by the employee.

D. Professional Conferences

The Board of Trustees encourages faculty attendance at professional conferences. Compensation for expenses at such conferences and approval for attendance must be obtained by the faculty member concerned from the President or his designated representative, prior to such conferences.

E. Parking Privileges

A reserved parking area for faculty members shall be provided.

ARTICLE V

Professional Behavior

The Board recognizes that the AAUP Statement on Professional Ethics is considered by the Association and its membership to define acceptable criteria of professional behavior. The Association shall deal with ethical problems in accordance with the terms of said Statement on Professional Ethics of the AAUP. Alleged breaches of discipline or of the Statement on Professional Ethics of the AAUP shall be promptly reported to the offending faculty member. The Association will use its resources to correct breaches of professional behavior by any faculty member.

ARTICLE VI

Contracts and Dismissals

A. Contracts

1. Annual contracts stipulating academic rank and salary on salary schedule shall be issued by March 15th. When the Board of Trustees does not intend to reappoint a faculty member, notice of non-reappointment shall be given in writing not later than March 1st of the first academic year of service, and not later than February 1st of the second and third academic year of service.

2. Said contracts are to be signed and returned to the Board of Trustees no later than March 30th.

3. Each tenured faculty member shall receive an individual contract of continuing employment.

4. Each non-tenured faculty member shall be awarded a contract as indicated in A,1, above. Such contract shall contain a clause authorizing the faculty member concerned or the Board of Trustees to be released from the said contract with 30 days' notice to the other party, with salary pro-rated to the date of termination.

ARTICLE VII

Professional Compensation

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

B. Librarians shall receive the same salaries for an academic year of ten months as do other ten-month faculty employees in the same ranks: Separate contracts for the summer session may be awarded.

C. The salary schedules for ten month employees for the academic years 1970-71 and 1971-72 are incorporated into this Agreement as Appendix A and Appendix B.

D. 1. For the academic year 1970-71, Directors shall receive a salary increase of \$1400. Counselors shall receive a salary increase of \$1000.

2. For the academic year 1971-72, the salary increase shall be the average percentage increase granted the ten month faculty members, excluding promotions.

ARTICLE VIII

Grievance Procedure

A grievance is a claim or complaint by a faculty member, group of faculty members or the Association, 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 no event, however, shall the non-reappointment of a non-tenured faculty member pursuant to Article VI of this Agreement constitute a grievance for the purposes of this Agreement. In the event that a faculty member or group of faculty members or the Association believes there is a basis for a grievance, it shall:

1. Informally discuss the grievance with the Division Chairman or the appropriate administrator.

2. If, as a result of the informal discussion a grievance is unresolved, the Grievant may invoke the formal grievance procedure on the form required,

(Appendix C) signed by the Grievant. Every formal grievance shall be filed within four weeks of the occurrence or thereafter be barred. Two copies of the grievance shall be filed with the President of the College or a representative designated by him.

3. 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.

4. 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 3, the grievance shall be transmitted to the Board of Trustees by the Grievant by filing a written copy thereof with the Secretary of the 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 Association.

5. If the Association 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 4, the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree on an arbitrator, he shall be selected pursuant to the rules and procedure of the American Arbitration Association, whose rules shall likewise govern the arbitration proceeding. Neither the Board nor the Association 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.

6. Subject to 7 infra., the fees and expenses of the arbitrator shall be shared equally by the parties.

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

8. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent.

9. All documents, communications and records dealing with grievances shall be filed separately from the personnel files of participants.

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

11. If a faculty member or a supervisor has a matter which he wishes to discuss with the other, he is free to do so without recourse to the grievance procedure.

12. No grievance shall be adjusted without prior notification to the Association and an opportunity for an Association representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.

13. A grievance may be withdrawn at any level.

ARTICLE IX

Professional Standards Committee

A Professional Standards Committee shall immediately be established to recommend qualified and worthy faculty members to the President of the College for promotion in academic rank. This committee shall be composed of the following members: The Dean of Instruction, the Director of Student Personnel Services and five faculty members elected by secret ballot by the Faculty Association for a term of one year. No one may be elected to serve on this committee for more than two successive years. The Committee shall elect its own chairman, who shall be one of the elected members.

To be considered by this committee, a faculty member must apply in writing on an approved form to be drawn up by this committee. He must also be considered by this committee if he is nominated by his immediate supervisor or by any member of the Professional Standards Committee. The personal qualities to be considered in evaluating members of the faculty for promotion are:

1. Teaching effectiveness
2. Professional development
3. Student counseling and guidance
4. Contributions to campus and community life

Final decision on recommendations to the Board of Trustees for promotion in academic rank shall rest with the President of the College. Final decisions on promotions in academic rank rests with the Board of Trustees.

ARTICLE X

Miscellaneous

A. Division Chairmen shall secure requests for textbooks and teaching materials from members of their divisions and recommend their adoptions to the

President or his designated representative.

B. Copies of this Agreement shall be reproduced by the Board and distributed to all faculty members now employed or hereafter employed by the Board for the duration of this Agreement.

C. Notwithstanding that any provision of this Agreement shall be unlawful all other provisions shall continue in full force and effect.

D. This Agreement shall be subject to ratification by the members of the Association and by members of the Board.

E. When a tentative annual operating College budget has been approved by the Board, the Board shall provide the Association with a copy upon request.

F. During negotiations for a successor agreement, the Board shall provide a complete list of the names, professional ranks, positions or titles, salaries and years of service of every person covered by this Agreement.

G. Guidelines for Qualifications for Faculty Rank

RANK	TRAINING
Laboratory or Technical Assistant	A.A., A.S., A.A.S., A two year college program of training in an appropriate field
Lecturer	B.A., B.S., or equivalent
Instructor	Master's Degree or equivalent in special fields
Assistant Professor	Master's Degree plus 15 acceptable graduate credits or equivalent in special fields
Associate Professor	Master's Degree plus 30 acceptable graduate credits or equivalent in special fields
Professor	Doctorate or equivalent or Master's Degree with all work completed for Doctorate with exception of dissertation

Notes: see next page

For further clarification

1. Teaching experience will not be required for Laboratory or Technical Assistant. It will be highly desirable to have had a minimum of two years teaching or equivalent experience for the rank of Lecturer. To be eligible for the rank of Instructor a candidate should have had at least two years' teaching experience or equivalence in related experience. To be eligible for the Assistant Professor rank, a candidate should have had at least four years of teaching or equivalent experience. A candidate for the Associate Professor rank should have had six years of teaching experience and those eligible for the rank of Professor must have had at least eight years of teaching experience.

2. The Board of Trustees upon the recommendation of the President may grant special recognition to any faculty member who has made distinguished contributions to the College. Because of these contributions, rank requirements may be waived by the Board of Trustees upon recommendation of the President.

3. Increments provided in the salary guide are not automatically given. All increments are awarded by the Board of Trustees upon the recommendation of the President.

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

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

6. Faculty members will not be automatically moved into the next rank when the requirements for that rank are satisfied. Movement from one rank to another is by promotion only, and all promotions shall be made in accordance with the personnel policies as established by the Board of Trustees. Not more than 30% of the faculty members may hold the rank of Professor, and not more than 50% of the faculty members may hold the ranks of Professor and Associate Professor.

H. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement 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.

ARTICLE XI

Duration of Agreement

This Agreement shall be effective for the period starting July 1, 1970, through June 30, 1972, and shall continue automatically from year to year thereafter unless either party shall give written notice to the other not earlier than October 1, 1971, or later than December 15, 1971, its intention to terminate, modify, amend or supplement this Agreement. Within fifteen days of the receipt of such initial notice, the parties hereto shall commence negotiation, having for their purpose the settlement of the issue raised by such notice.

Board of Trustees

Faculty Association

by James D. Burtner
Chairman, Board of Trustees

by Leonard Katz
Chairman, Faculty Association

by Robert J. Lindsey
Chairman, Negotiations Committee

by Leonard Katz
Chairman, Negotiations Committee

by Joseph M. Langford
Witness

by Terry A. Clark
Witness

by William H. Hight
Witness

by Joseph M. Langford
Witness

by _____
Witness

by Joseph Mangarella
Witness

by _____
Witness

by _____
Witness

March 12, 1970
Date

GLOUCESTER COUNTY COLLEGE

SALARY SCHEDULE 1970-71
10 Month Employees

	<u>LECTURER</u>	<u>INSTRUCTOR</u>	<u>ASSISTANT</u>	<u>ASSOCIATE</u>	<u>PROFESSOR</u>
BASE	\$7700.	\$8400.	\$9600.	\$11200.	\$13200.
1	\$8050.	\$8800.	\$10050.	\$11700.	\$13750.
2	\$8400.	\$9200.	\$10500.	\$12200.	\$14300.
3	\$8750.	\$9600.	\$10950.	\$12700.	\$14950.
4	\$9100.	\$10000.	\$11400.	\$13200.	\$15400.
5	\$9450.	\$10400.	\$11850.	\$13700.	\$15950.
6	\$9800.	\$10800.	\$12300.	\$14200.	\$16500.
7	\$10150.	\$11200.	\$12750.	\$14700.	\$17050.
8				\$15200.	\$17600.
Increments	\$350.	\$400.	\$450.	\$500.	\$550.

Teaching Overload - \$250. per contact hour

2/26/70

Increments not automatic p.17