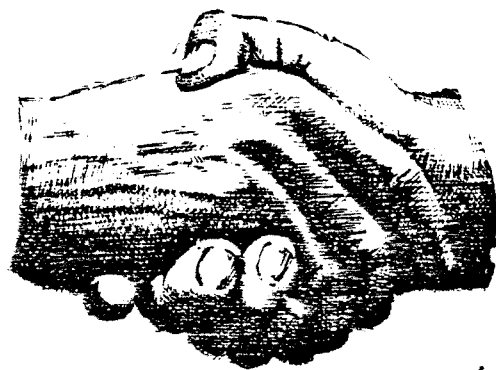


THIS DOES NOT
CIRCULATE

AGREEMENT

1980 -- 1983



between

THE BOARD OF TRUSTEES

of

GLOUCESTER COUNTY COLLEGE

and

THE GLOUCESTER COUNTY COLLEGE

FEDERATION OF TEACHERS

WHICH IS AFFILIATED WITH

AFT, AFL-CIO

LIBRARY
Institute of Management and
Labor Relations

OCT 3 1980

RUTGERS UNIVERSITY



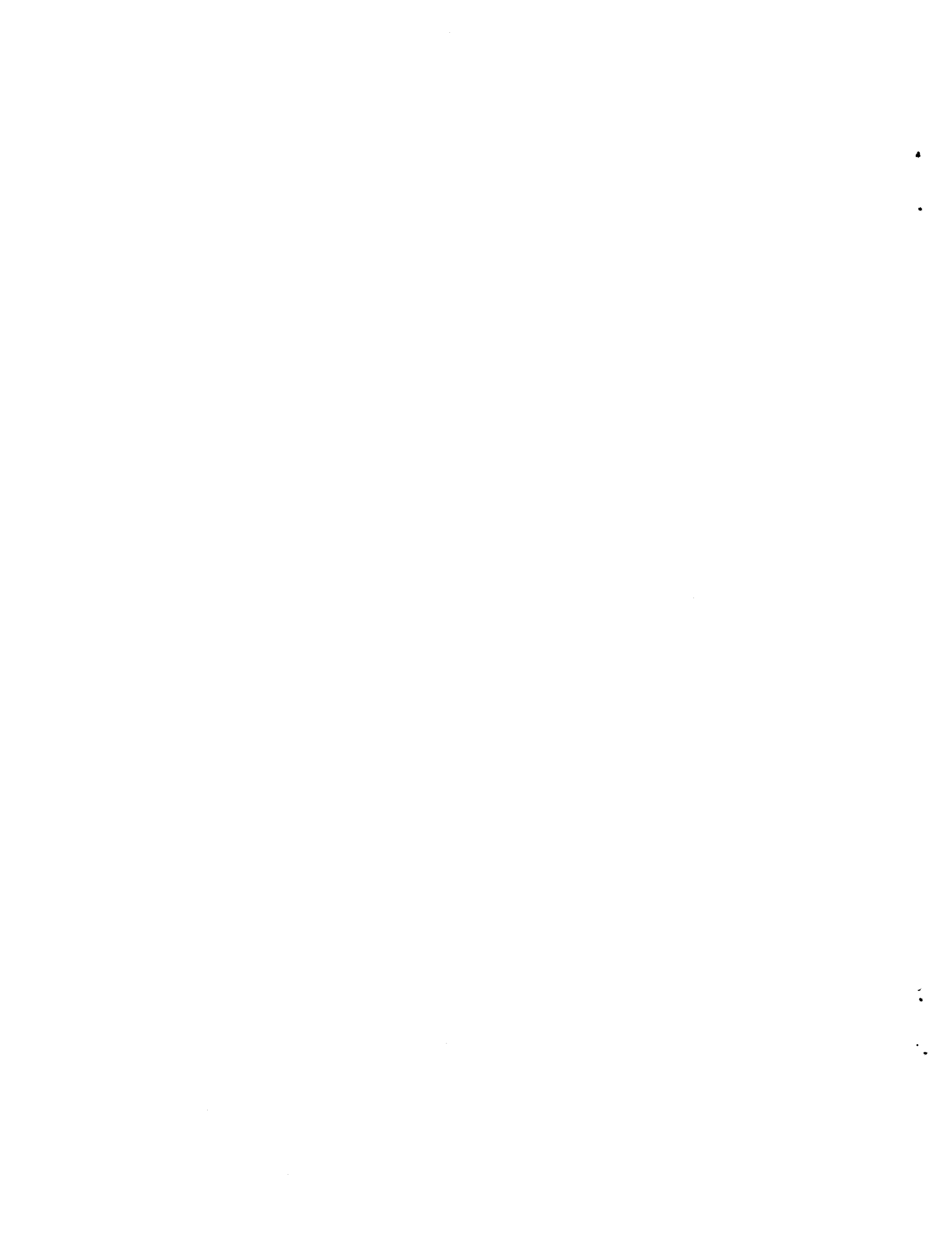


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AGREEMENT

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

and

The Gloucester County College Federation of Teachers

which is affiliated with AFT, AFL-CIO

This Agreement entered into this *first* day of *October, 1980*
by and between the Board of Trustees of Gloucester County College, herein-
after called the Board, and the Gloucester County College Federation of
Teachers, which is affiliated with AFT, AFL-CIO, Local 2338, hereinafter
called the Federation, represents a complete agreement between the parties,
and provides that:

1.1 Board Recognition

The Board hereby recognizes the Federation as the sole and exclusive
negotiation representative for all Gloucester County College Faculty Members,
including full-time teaching staff, counselors, media coordinators and
librarians, but excluding the President, the Assistant to the President,
Deans, Associate Deans, Assistant Deans, Directors, Area Chairpersons, and
any faculty member while engaged in service specifically applicable to the
Office of Community Services (except when a credit course(s) comprises part
of a faculty member's basic load or overload in which case, such service
shall be covered by the contract) and such professional personnel who are
or become responsible for supervisory or evaluative duties with respect to
other professional personnel. The term "faculty", when used here and after
in this Agreement, shall refer to all members of the designated bargaining
unit and reference shall include both male and female faculty members.

1.2 Contrary to Law

If any provision of this agreement or any application of the agreement to any employee or group of employees shall be found 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 Federation, and if ratified, become part of the agreement.

1.5 Released Time for Negotiations

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

1.6 Budget Information

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

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

1.7 Selection of Negotiators

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 representatives 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.

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1.8 Copies of Agreement

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

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ARTICLE II

Rights of Parties

2.1 Right to Organize

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

2.2 Right to Negotiate

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

2.3 Federation Business

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

2.4 Use of Facilities and Equipment

The Federation may use College facilities and equipment, such as typewriters, mimeographing machines, other duplicating equipment, calculating machines and AV equipment, at the convenience of the President or his designees. No equipment shall be removed from the premises without written permission. Payment shall be made for any expendable supplies used for Federation purposes, and the Federation shall be liable for damage to any equipment used for said purposes. A request of the Federation shall not be

unreasonably denied.

2.5 Posting of Federation Notices

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

2.6 Continuing Consultation Clause

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

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

2.7 Representation Fee for Non-members

(a) The Federation 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 Federation members. (This amount will be determined by the Federation 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 Federation, the disposition
of such funds thereafter shall be the sole and exclusive obligation and
responsibility of the Federation.

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(c) The Federation shall indemnify and save the Board (and College)
harmless against any and all claims, demands, suits or other forms of li-
ability including reasonable legal and/or representation fees resulting
from any of the provisions of this Article or in reliance on any list, no-
tice or assignment furnished under this Article.

ARTICLE III

Faculty Assignments and Responsibilities

3.1 Academic Calendar

The President shall prepare a tentative academic calendar and submit a copy thereof to the Federation of Teachers at least four weeks prior to submission to the Board. Within two weeks, the Federation of Teachers shall submit in writing its comments and recommendations to the President. The President and the Board shall consider such comments and recommendations before the Board adopts the calendar. No changes (other than emergencies) shall be made in the current semester system without first consulting with the Federation.

3.2 Working Hours

The basic load assignment of any instructor shall span no more than eight and one-half (8½) 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. Permission for exceptions to the above must be secured from the Federation President. The normal work week will be Monday through Friday, except when weekend assignments are necessary to complete the faculty member's basic load. In this case, the work load shall span no more than five consecutive days. Any extension of this time will be by mutual agreement of the faculty member concerned and the college administration. Nothing herein precludes some faculty members being scheduled less than five days. An overload is not a part of the basic load.

3.3 Faculty Teaching Assignments

(a) 1. In the third year of this Agreement the base load is to be thirty-six contact hours per year where current credit hours are less than contact hours. (Physical education is to be excepted from this provision.)

2. If a reduction in current force is implemented during this three

year period, except for attrition (due to death, promotion, retirement, resignation, etc.) then the contact hours shall revert to fifteen (15) per semester.

3. The procedure for implementation of work load modification for affected current members is:

	<u>1980-81</u>	<u>1981-82</u>	<u>1982-83</u>
Allied Health:	32 contact hours (15 + 17 per sem.)	34 contact hours (17 + 17 per sem.)	36 contact hours (18 + 18 per sem.)
Lab Oriented:	32 contact hours (15 + 17 per sem.)	34 contact hours (17 + 17 per sem.)	36 contact hours (18 + 18 per sem.)
Where credit equals contact hours:	30 contact hours (15 + 15 per sem.)	30 contact hours (15 + 15 per sem.)	30 contact hours (15 + 15 per sem.)

In conjunction the Board shall pay a compensatory stipend to affected current members per academic year as follows:

<u>1980-81</u>	<u>1981-82</u>	<u>1982-83</u>
\$350.	\$700.	\$1,050.

4. (A) For the 1981-82 the base load of 34 hours in allied health and lab oriented programs shall not exceed 17 hours in any one semester in allied health and lab oriented loads unless mutually agreed by the faculty member affected, the Federation President, and the Administration.

(B) For 1982-83 the base load of 36 hours shall not exceed 18 hours in any one semester unless mutually agreed by the faculty member affected, the Federation President and the administration.

5. (A) Faculty members teaching a full base load in allied health and lab oriented courses shall receive overload compensation only after 17 contact hours per semester in 1981-82.

(B) Faculty members teaching a full base load in allied health and lab oriented courses shall receive overload compensation only after 18

contact hours per semester in 1982-83.

6. For 1980-83 faculty teaching a part of their load in allied health and lab oriented courses shall receive pro-rata payment of the compensatory stipend of \$350.

Example:*

A load consisting of 14 contacts = credits and 6 lab oriented hours

$$\begin{array}{r} 17 \text{ lab oriented base**} \\ 14 \text{ contacts = credits} \\ \hline 3 \text{ differential hours} \end{array}$$

$$\frac{3 \text{ differential hours}}{17 \text{ contacts}} : \frac{X}{350}$$

$$\frac{3 \times 350}{17} = \$61.76 \text{ pro-rata payment of annual compensatory stipend} \quad \text{and} \quad \frac{14}{17} \times 700 = \text{overload compensation for hours beyond adjusted base load}$$

*This example would apply to load determined for 1981-82.

**For 1982-83 the lab oriented base is 18 contact hours.

(b) Any faculty member's overload normally shall not exceed one course per semester. (Usually, three contact hours, although, in certain cases it is understood that one course may involve more than three contact hours.) If the administration assigns an additional overload, then the Federation president shall be notified in writing.

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

(c) The Federation President may review the tentative faculty teaching assignment and overload lists prior to the beginning of each semester. When the master schedule is published, a copy will be supplied to the Fed-

eration President.

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

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

2. Within five (5) calendar days of receipt of such a request a meeting will be scheduled at mutual convenience between a committee of three members of the Federation and three members for the College.

3. At this meeting which is to be in session for normally no more than two hours duration, negotiations will be concerned with appropriate compensation. The Federation and College Representatives shall supply the other party with relevant data.

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

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

6. Failure by the Federation to adhere to the time specifications in subparagraphs (1) and (4) shall mean waiver of further claim, and failure

by the President (or his designee) to adhere to the time requirement in paragraph (5) shall mean acceptance of the Federation's final offer.

3.4 Student Ratio

The College shall continue to use educationally sound principles in determining the maximum number of students per course section.

3.5 Librarians, Audio-Visual Personnel and Counselors Working Hours

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

3.6 Consultation Hours

(a) Each member of the teaching staff shall maintain at least five hours per week for consultation with students. Such hours shall be in addition to his/her scheduled classes.

(b) Students may make consultation appointments with the faculty member or his/her secretary.

(c) All office schedules for faculty members for consultation (including off-campus office hours) shall be subject to the approval of the Dean of Academic Services.

3.7 Field Trips and Authorized Off-Campus Assignments

(a) A field trip shall be defined as any educational activity, approved by the President or his designee, which requires students and faculty members to leave campus. The College shall make every effort to supply transportation for all such field trips. If the College requests that the faculty member use his/her own transportation and the faculty member agrees, 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 faculty member is required to drive on such College business.

(b) If a faculty member 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 above specified auto mileage reimbursement.

(c) Faculty members will be compensated at twenty cents per mile for travel to and from off-campus assignments in excess of the mileage required for a round trip to the College from their homes.

3.8 Attendance at College Functions

Attendance by faculty 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 faculty member.

3.9 Textbooks and Other Teaching Materials

The appropriate administrator shall secure requests for textbooks and teaching materials from faculty members and forward the recommendations to the President or his designated representative.

3.10 Faculty Schedules

Master schedules and individual assignments shall reside with the Dean of Academic Services cooperating with the appropriate administrator. Announcement of a tentative master schedule will be made to the faculty prior to posting and the appropriate administrator shall provide to each faculty member within his/her area a scheduling preference form. Conflicts in schedule preference will be resolved by the appropriate administrator in consultation with the affected faculty member(s). If and when changes in the tentative master schedule are necessitated, the Federation President will be notified. It will be the responsibility of the Federation to notify each affected faculty member of the pending change. Thereafter it will be the responsibility of the faculty member to consult with the appropriate

administrator as to the pending schedule changes.

3.11 Course Preparation

Teaching employees will normally have no more than three different course preparations each semester, unless specifically requested by the employee. Where the nature of course offerings and the number of available full-time teaching employees within the Division prevents the accomplishment of these course preparation guidelines, courses shall be assigned so as to accomplish a minimum number of preparations per employee.

3.12 Academic Freedom

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

(a) Any faculty member is entitled to full freedom in research and in the publication of the results, subject to the satisfactory performance of his or her employment duties.

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

(c) The faculty member is a citizen, a member of a learned profession, and an employee of an educational institution. When he or she speaks or writes as a citizen, or exercises his or her legal or constitutional rights, he or she shall be free from institutional censorship or discipline. However, in his or her extramural utterances, he or she has an obligation not to permit the implication that he or she is an institutional spokesperson.

3.13 Faculty Handbook

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

ARTICLE IV

Personnel Files

- 4.1 (a) The College shall maintain a personnel file on each employee which shall include, but not be limited to, the following:
1. Personnel information
 2. Information relating to the employee's academic and professional accomplishments submitted by the employee or placed in the file at his or her request.
 3. Records generated by the College.
 4. Information of a positive nature indicating special achievements, research, performance, and contributions of an academic, professional or civic nature.
- (b) At his or her request, the employee may examine his or her file, referred to in 4.1 (a) and photocopy anything therein at a time mutually convenient to the appropriate administrator and the faculty member, within five working days of the initial request.
- (c) All materials requested by the College or supplied by the employee in connection with the employee's original employment shall be maintained in a confidential pre-employment file, which shall not be available for examination by the faculty member.
- (d) The appropriate administrator will be responsible for the safekeeping of the above mentioned personnel files.
- (e) Faculty members shall be shown material to be placed in their file and shall acknowledge by signature having seen such. Such acknowledgment shall not necessarily indicate agreement with the material. Faculty members shall have the right to respond to any material placed in the file and that, too, shall be placed in the file. Material not so treated shall be removed from the file at the faculty member's request or it shall have no force and effect.

- (f) Material not in the file may not be used against the faculty member. 1
- (g) Personnel files will continue to be available to the appropriate administrative personnel and board members when matters of promotion, retention and faculty performance are under discussion. 2
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ARTICLE V

Contracts, Dismissals and Vacancies

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

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

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

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

ARTICLE VI

Recommendations for Promotion

6.1 Professional Standards Committee

By January 1 of each year a Professional Standards Committee shall be formed. The Committee shall be comprised of four members from the faculty elected by the Federation and four members from among the administrators appointed by the President. The Committee shall meet on or before February 1st of each year to consider and by majority vote recommend to the Board qualified and worthy faculty members for promotion in academic rank. The Committee's recommendations shall be transmitted to the Board by the President. Faculty members desiring to be considered for a promotion shall make application to the Professional Standards Committee. Initiation of recommendations for promotion may also emanate from the President.

6.2 Criteria for Promotion

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

- (a) Teaching effectiveness
- (b) Departmental/Institutional service
- (c) Administrative effectiveness
- (d) Scholarly achievement
- (e) Professional growth
- (f) Relevant community service

ARTICLE VII

Guidelines for Qualifications for Faculty Rank

RANK	EDUCATION	
Instructor II	B.A., B.S., or equivalent	2
Instructor I	Master's Degree or equivalent in special fields	3
Assistant Professor	Master's Degree plus 15 acceptable graduate credits or equivalent in special fields	4
Associate Professor	Master's Degree plus 30 acceptable graduate credits or equivalent in special fields	5
Professor	Doctorate or equivalent or Master's Degree with all work completed for Doctorate with exception of dissertation	6

For further clarification: 7

1. It will be highly desirable to have had a minimum of two years 8
teaching or equivalent experience for the rank of Instructor II. To be 9
eligible for the rank of Instructor I a candidate should have had at least 10
two years teaching experience or equivalent in related experience. To be 11
eligible for the Assistant Professor rank, a candidate should have had 12
at least four years of teaching or equivalent experience. To be eligible 13
for the Associate Professor rank, a candidate should have had six years 14
of teaching or equivalent experience; and those eligible for the rank of 15
Professor must have had at least eight years of teaching or equivalent 16
experience. 17

2. The Board of Trustees upon recommendation of either the President 18
or the Professional Standards Committee, may grant special recognition to 19
any faculty member who has made distinguished contributions to the College. 20
Because of these contributions, rank guidelines may be waived by the Board 21
of Trustees. 22

3. Faculty members may be employed at salaries higher than the mini- 23
mum salary for a rank if qualifications are unusual. Such appointments 24

will be made by the Board of Trustees upon the recommendation of the President. 1
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4. A candidate is not automatically entitled to placement in the top 3
rank for which his/her academic and experience credits make him/her eligible. 4
The President may recommend employment at any rank at or below the level of 5
the noted qualifications. 6

5. Faculty will not be automatically moved into the next rank when 7
the guidelines for that rank are satisfied. Movement from one rank to 8
another is by promotion only. Not more than 20% of the faculty may hold 9
the rank of Professor, and not more than 50% may hold the ranks of Professor 10
and Associate Professor. 11

ARTICLE VIII

Group Health Insurance

- 8.1 The Board of Trustees shall provide for each faculty member full family coverage under Hospital Service Plan of New Jersey (Blue Cross, U.C.R. Blue Shield, Rider "J" and Major Medical). 1 2 3
- 8.2 Each faculty member shall continue to receive Board initiated and funded Blue Cross of New Jersey Prescription Plan (\$1.00 Co-Pay). 4 5
- 8.3 The Board and Federation 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 7 8 9 10
- 8.4 Effective July 1, 1981, the Board shall establish an interest bearing fund which shall be jointly administered by three (3) members designated by the Board and three (3) members designated by the Federation. Such joint committee shall establish its own rules of operation. With establishment of this supplemental insurance fund, the Board shall contribute \$150 per unit member in the first year of operation (1981-82) and an additional \$150 per unit member in the second year of operation (1982-83). 11 12 13 14 15 16 17
- 8.5 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 expense and at no cost to the College. 18 19 20

ARTICLE IX

Faculty Salaries and Deductions

9.1 The salary of ten-month employees shall be paid bi-weekly for a period of ten months or twelve months, at the option of the employee. 1
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9.2 Librarians shall receive the same salaries for an academic year of ten months as do other ten-month faculty employees in the same ranks. 3
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Separate contracts for the summer session may be awarded. Reimbursement for such summer service shall be pro-rata at the employee's base salary for the succeeding academic year. New rates shall be applicable on July 1st. 5
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9.3 The salary schedules and overload rate for ten-month employees for the academic years 1980-82 are incorporated as Appendix A. 9
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9.4 For the academic years 1980-81, 1981-82 and 1982-83, the salary increases for twelve-month employees shall be 120% of the increase granted ten-month faculty members in the same rank, excluding promotions for each of those years. 11
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9.5 Requests for Deductions 15

Faculty members may, by executing the proper form as provided by the Board, have automatic self payroll deductions for any of the following purposes: 16
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- (a) Professional dues 19
- (b) Government bonds 20
- (c) Credit Union 21
- (d) TIAA and CREF retirement programs 22
- (e) Any professional insurance programs 23
- (f) Such other as shall be mutually agreed upon by the Federation and the Board. 24
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ARTICLE X

Paid Leaves of Absence

10.1 Sick Leave

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

10.2 Bereavement

(a) A paid bereavement leave of 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 faculty member shall be entitled to one full day to attend the funeral.

10.3 Personal Leave

Employees may be granted two (2) days personal leave with pay for bona fide personal business which cannot be handled outside of regular working hours, such as:

- (a) Real estate closing
- (b) Marriage of the unit member or a member of his/her immediate family
- (c) Graduation of a member of the immediate family

(d) Required appearance in court wherein the employee is not in party
and suit with the College.

Request for such leave shall be in writing, except in the case of an emer-
gency. In a personal emergency situation the employee shall notify the
Personnel Office as soon as possible.

10.4 Sabbatical Leaves

Sabbatical leaves shall be granted by the Board, subject to the fol-
lowing conditions:

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

(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.

(c) Application shall be submitted to the President.

(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.

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

(f) Sabbatical leaves are not subject to the grievance procedure
of this agreement.

ARTICLE XI

Unpaid Leaves of Absence

11.1 Applications for Unpaid Leave

Applications for unpaid leaves of absence, other than child rearing, must be made in writing no less than ninety (90) days prior to the effective date of such leave; notice to return must be made in writing no less than one semester prior to the date of return.

11.2 Child Rearing Leave

Faculty 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. Faculty members granted such leave must return at the start of the next academic year. During such leave benefits shall be frozen.

11.3 Leave for Personal Reasons

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

11.4 Leave for Professional Services

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

11.5 Leave for Advanced Study

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

11.6 Leave for Fulbright or Exchange Teaching

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

11.7 Unpaid Leave Benefits

1

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

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ARTICLE XII

Faculty Privileges

12.1 Tuition Waiver

Subject to meeting entrance requirements, each faculty member, his/her spouse (and dependent children through twenty-two (22) years of age) will be granted waiver of tuition and activity fee to credit and non-credit courses at the College. In any instance in which the agreement with a co-sponsoring organization for an offering prohibits access to courses, that agreement with the co-sponsor shall govern.

12.2 Early Childhood Education Center

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

12.3 Tuition Reimbursement

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

- (a) Courses must be submitted at least ten days prior to matriculation in such course(s) and are subject to approval by the President or his designee.
- (b) Upon successful completion of course work, reimbursement will be made to a maximum of \$382 for 1980-81, \$417 for 1981-82 and \$455 for 1982-83.

12.4 Parking

A reserved parking area for faculty members shall be provided.

ARTICLE XIII

Vacation for Twelve Month Employees

13.1 Each employee shall have a vacation of twenty working days during 1
each year of employment. A total of ten vacation days may be carried into 2
the subsequent year. Vacation time may be carried into the subsequent 3
year except that no more than twelve days may be carried beyond October 15th 4
of such subsequent year. 5

13.2 An employee's preference as to the period during which he/she desires 6
to take his/her vacation shall be given full consideration, but it must be 7
recognized that vacations must be taken at such times as are consistent 8
with the best interests of the College. 9

13.3 If at the time of termination of employment a twelve-month employee 10
has accumulated vacation time, he/she shall be compensated for it up to 11

$\frac{30 \text{ days}}{260 \text{ days}}$ x base salary. 12
(5 x 52)

ARTICLE XIV

Grievance Procedure

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

(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 or 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 Federation. A grievance based on lack of contract offer by the Board of Trustees for non-tenured faculty members shall be handled per Article V Section 5.3.

(e) If the Federation is not satisfied with the disposition of the grievance by the Board of Trustees, or if no disposition has been made within the period provided in paragraph (d), the grievance may be submitted to arbitration before an impartial arbitrator. If the parties cannot agree on an arbitrator, he shall be selected pursuant to the rules and procedure of the American Arbitration Association, whose rules shall likewise govern the arbitration proceeding. Neither the Board nor the Federation shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement. Both parties agree to be bound by the decision of the arbitrator.

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

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

- (h) The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent. 1
2
3
- (i) All documents, communications and records dealing with grievances shall be filed separately from the personnel file of the participants. 4
5
- (j) It is agreed that each party shall furnish the other with any information in its possession necessary for the processing of any grievance or complaint. 6
7
8
- (k) If a faculty member or a supervisor has a matter which he wishes to discuss with the other, he is free to do so without recourse to the grievance procedure. 9
10
11
- (l) No grievance shall be adjusted without prior notification to the Federation and an opportunity for a Federation representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. 12
13
14
15
- (m) A grievance may be withdrawn at any level. 16

14.1 Formal Grievance Procedure Form

1

NAME _____

2

POSITION _____

3

DATE OF GRIEVANCE _____

4

DATE OF FILING _____

5

NATURE OF GRIEVANCE:

6

7

8

9

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12

PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:

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17

SIGNATURE _____

18

DATE RECEIVED BY PRESIDENT _____

1

DATE OF MEETING WITH GRIEVANT _____

2

DISPOSITION:

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4

5

6

DATE: _____ SIGNATURE _____

7

DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES _____

8

DATE GRIEVANCE ALLOWED _____

9

DATE OF HEARING _____

10

DISPOSITION:

11

12

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14

16

DATE: _____ SIGNATURE _____

17

ARTICLE XV

Duration of Agreement

15.1 This Agreement incorporates the entire understanding of the parties 1
on all matters which were or could have been the subject of negotiation 2
and supersedes each and every provision of all prior contracts between 3
the parties. Except as specified, neither party shall be required to nego- 4
tiate with respect to any such matter whether or not covered by this Agree- 5
ment and whether or not within the knowledge or contemplation of either 6
or both of the parties at the time they negotiated or executed this Agree- 7
ment. 8

15.2 This Agreement shall be effective for a period of three (3) years 9
starting July 1, 1980 through June 30, 1983, subject to the following: 10

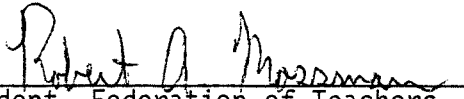
Between January 1 and January 15 of 1982, either party may notify 11
the other in writing of its desire to reopen the Agreement for negotiations 12
for the subsequent year. Within thirty days of such notice, the duly autho- 13
rized representatives designated by the parties will meet. Such negotiations 14
shall be limited to: 15

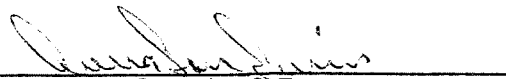
For 1982-83: A salary reopener as well as one (1) article of choice for 16
each party. Such article shall not encompass an item specifically modi- 17
fied for 1982-83 as a result of these negotiations. 18

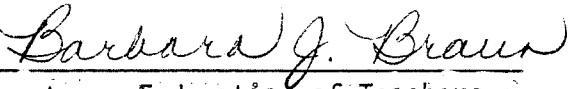
15.3 At the conclusion of said three year period, this Agreement shall 19
continue from year to year thereafter unless either party shall give written 20
notice to the other of its intention to terminate, modify, amend or supple- 21
ment this Agreement. 22

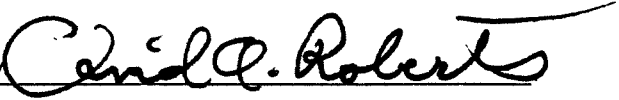
Within thirty days of such notice, the duly authorized representatives designated by the parties will meet for the purpose of negotiating the aforementioned items.

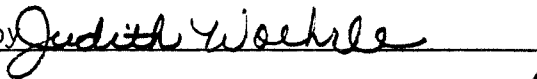
by 
Chairperson, Board of Trustees

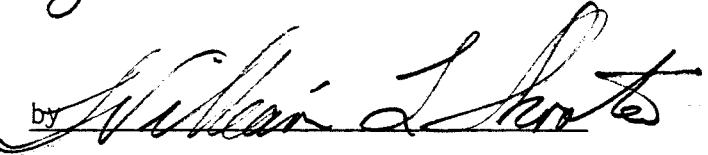
by 
President, Federation of Teachers

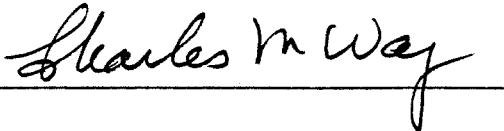
by 
Secretary, Board of Trustees

by 
Secretary, Federation of Teachers

by 

by 

by 

by 

Dated 10/1/80

GLOUCESTER COUNTY COLLEGE
SALARY SCHEDULE

10 Month Employees

	<u>INSTRUCTOR II</u>	<u>INSTRUCTOR I</u>	<u>ASSISTANT</u>	<u>ASSOCIATE</u>	<u>PROFESSOR</u>
1980-81					
Minimum	\$14,709	\$15,560	\$16,919	\$18,671	\$20,932
Maximum	19,960	21,569	23,672	26,183	29,187
<u>1981-82</u>					
Minimum	15,830	16,660	18,020	19,780	22,000
Maximum	21,677	23,358	25,555	28,179	31,319
Maximum increments for those faculty members below maximum salary per rank are:	360	412	463	515	566

APPENDIX A

Overload Rate: 1980-83 @ \$350.00 per contact hour

Promotion Factor: \$300.00 and increment differential appropriate to new rank for 1980-81 and 1981-82.

NOTE: "Red Circle" rates shall continue above the maximum per rank until June 30, 1982, for the three (3) members as specified in the Memorandum of Agreement dated August 12, 1978.