

THIS DOES NOT  
CIRC

# AGREEMENT

1980 -- 1983



*between*

THE BOARD OF TRUSTEES

of

GLOUCESTER COUNTY COLLEGE

and

THE DIRECTORS GROUP

WHICH IS AFFILIATED WITH

IUE, AFL-CIO, LOCAL 442

LIBRARY  
Institute of Management and  
Labor Relations

EST. 1950

RUTGERS UNIVERSITY



## TABLE OF CONTENTS

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

ARTICLE VI	-Group Health Insurance . . . . .	9
	6.1 Medical Insurance . . . . .	9
	6.2 Prescription Plan . . . . .	9
	6.3 Insurance Carriers. . . . .	9
	6.4 Supplemental Insurance Fund . . . . .	9
	6.5 Retiree Coverage. . . . .	9
ARTICLE VII	-Directors' Salaries and Deductions . . . . .	10
	7.1 Salary. . . . .	10
	7.2 Requests for Deductions . . . . .	10
	7.3 Representation Fee for Non-members. . . . .	10 - 11
ARTICLE VIII	-Paid Leaves of Absence . . . . .	12
	8.1 Sick Leave. . . . .	12
	8.2 Bereavement . . . . .	12
	8.3 Personal Leave. . . . .	12
	8.4 Sabbatical Leaves . . . . .	12 - 13
ARTICLE IX	-Unpaid Leaves of Absence . . . . .	14
	9.1 Applications for Unpaid Leave . . . . .	14
	9.2 Child Rearing Leave . . . . .	14
	9.3 Leave for Personal Reasons. . . . .	14
	9.4 Leave for Professional Services . . . . .	14
	9.5 Leave for Advanced Study. . . . .	14
	9.6 Leave for Fulbright or Exchange Program . . . . .	14
	9.7 Unpaid Leave Benefits . . . . .	15
ARTICLE X	-Directors' Privileges. . . . .	16
	10.1 Tuition Waiver . . . . .	16
	10.2 Early Childhood Education Center . . . . .	16
	10.3 Tuition Reimbursement. . . . .	16
	10.4 Parking. . . . .	16

ARTICLE XI	-Vacation for Directors . . . . .	17
	11.1 Vacation . . . . .	17
	11.2 Vacation Schedule. . . . .	17
	11.3 Termination Pay. . . . .	17
ARTICLE XII	-Grievance Procedure. . . . .	18
	12.1 . . . . .	18 - 22
ARTICLE XIII	Duration of Agreement. . . . .	23 - 24
	Appendix A . . . . .	25

AGREEMENT

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

and

The Directors Group which is affiliated with I.U.E.,

AFL-CIO, Local 442

This Agreement entered into this *first* day of *October, 1980*,  
by and between the Board of Trustees of Gloucester County College, herein-  
after called the Board, and the Directors Group, which is affiliated with  
IUE, AFL-CIO, Local 442, hereinafter called the Directors Group, represents  
a complete agreement between the parties, and provides that:

1.1 Board Recognition

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

1.2 Contrary to Law

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

1.3 Effect by Passage of Law

Any provision of this contract which is contrary to law, but becomes  
lawful during the life of this contract, shall take immediate effect upon

the enactment of such legislation. 1

1.4 Amendment 2

Should the parties agree to an amendment of this Agreement, such 3  
amendment shall be reduced to writing, submitted to ratification procedures 4  
of the Board and the Directors Group, and if ratified, become part of the 5  
Agreement. 6

1.5 Released Time for Negotiations 7

When mutually determined negotiating meetings are planned during the 8  
working day, two members of the Bargaining Unit may be granted released 9  
time. 10

1.6 Budget Information 11

In order for the Directors Group to represent members, the Board will 12  
make available to the Directors Group upon written request: 13

(a) The number of members within the unit and their respective titles 14  
and salaries 15

(b) Other reports within the public domain 16

1.7 Selection of Negotiators 17

Neither party in any negotiations shall have any control over the 18  
selection of the negotiating representatives of the other party. Nego- 19  
tiating teams at any one bargaining session are not to exceed four members. 20  
The parties mutually pledge that their representatives shall be clothed 21  
with all necessary power and authority to make and consider proposals and 22  
make counter proposals. Either party may bring in not more than two con- 23  
sultants for a particular item of discussion. 24

1.8 Copies of Agreement 25

Copies of this Agreement shall be reproduced by the Board and dis- 26  
tributed to all members of the Directors Group now employed or hereafter 27  
employed by the Board for the duration of this Agreement. The Board will 28

supply ten copies to the Directors Group. Bonafide candidates for employ- 1  
ment shall be given a copy of the Agreement when the individual is given 2  
a Notice of Appointment. 3

1.9 Continuing Consultation 4

The Directors Group will meet with the President and appropriate ad- 5  
ministrators, once a year, to discuss administration of this Agreement 6  
and/or concerns of mutual interest. 7

ARTICLE II

Rights of Parties

2.1 Right to Organize

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

2.2 Right to Negotiate

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

2.3 Union Business

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

2.4 Use of Facilities and Equipment

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



ARTICLE III

Directors' Assignments and Responsibilities

3.1 Holidays 1

Holidays for the period of the agreement shall be determined by action 2  
of the Board as noted on the Board's adopted yearly calendar. 3

3.2 Directors' Working Hours 4

(a) The usual work week for Directors shall be 40 hours over a five 5  
consecutive day period, including a one-hour lunch period daily. 6

(b) It is recognized that Director Group members are required to 7  
perform services that may be beyond that which would normally be accom- 8  
plished within the usual work week. In such situations, compensatory time 9  
shall be granted. In all cases, compensatory time must be used within the 10  
same fiscal year. 11

3.3 Authorized Off-Campus Assignments 12

If a Director is required or receives approval to make a trip on Col- 13  
lege business, he or she shall be reimbursed for the most convenient and 14  
economical mode of transportation or the specified auto mileage reimburse- 15  
ment. If the College requests that the member use his/her own transporta- 16  
tion, he or she shall be reimbursed at the rate of twenty cents per mile. 17  
The College shall provide liability insurance of at least \$300,000 whenever 18  
the member is required to drive on such College business. 19

3.4 Attendance at College Functions 20

Attendance by members at commencement is mandatory, and attendance at 21  
a reasonable number of other College functions is encouraged. The College 22  
will furnish academic attire when needed, at no cost to the member. 23

3.5 College Handbooks 24

The College Handbooks will not conflict with the terms and conditions 25  
specified in this Agreement and nothing herein precludes a member from sub- 26  
mitting suggestions. 27

ARTICLE IV

Personnel Files

- 4.1 (a) The College shall maintain a personnel file on each employee which shall include, but not be limited to, the following:
- (1) Personnel information
  - (2) Information relating to the employee's accomplishments submitted by the employee or placed in the file at his request
  - (3) Records generated by the College
  - (4) Job description
  - (5) Information of a positive nature indicating special achievements, research, performance and contributions.
- (b) The employee may, upon request, examine the individual personnel file referred to in 4.1 (a) and photocopy material therein, within five (5) working days of the initial request, at a time mutually convenient to the administrator in charge and the unit member.
- (c) All material requested by the College or supplied by the employee in connection with the employee's original employment shall be maintained in a confidential pre-employment file, which shall not be available for examination by the employee.
- (d) The administrator in charge will be responsible for the safekeeping of the personnel files.
- (e) Unit members shall be shown material to be placed in their file and shall acknowledge by signature having seen same. Such acknowledgment shall not necessarily indicate agreement with the material. Unit members shall have the right to respond to any material placed in the file. Material not so treated shall be removed from the file at the unit member's request, or it shall have no force or effect.

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

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

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ARTICLE V

Contracts, Dismissals and Vacancies

5.1 (a) Annual contracts stipulating salary shall be issued by March 15. 1  
Said contracts are to be signed and returned to the Board of Trustees no 2  
later than March 30. 3

(b) When the Board of Trustees does not intend to reappoint a member, 4  
notice of non-reappointment shall be given in writing not later than Feb- 5  
ruary 10 of the current year of employment. 6

(c) Members will be advised of newly created administrative, super- 7  
visory and full-time faculty positions before public announcement is made. 8  
A similar procedure will be followed at the time of an official resignation 9  
or termination of employment in all administrative and supervisory positions. 10

(d) Lack of appointment to a non-tenured position by the Board shall 11  
only be for just cause. If the cause is questioned, the matter shall be 12  
processed through the grievance procedure except that the Board of Trustees 13  
shall act as the Arbitrator in the final and binding step. 14

5.2 Recommendations for Promotion 15

Nothing herein precludes request(s) of a Director who has academic 16  
rank from applying through his/her immediate supervisor for promotion in 17  
academic rank. It is understood that such determination rests solely with 18  
the Board. 19

ARTICLE VI  
Group Health Insurance

6.1 Medical Insurance

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

6.2 Prescription Plan

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

6.3 Insurance Carriers

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

6.4 Supplemental Insurance Fund

The Board shall contribute \$150 per unit member to an interest bearing fund in 1981-82 and an additional \$150 per unit member in 1982-83. Such supplemental insurance fund shall be jointly administered by the Federation designee and the Board.

6.5 Retiree Coverage

All unit members covered by this agreement on their retirement from the College shall be eligible for all health insurance coverage currently in force at the member's expense and at no cost to the College.

ARTICLE VII

Directors' Salaries and Deductions

7.1 Salary

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

7.2 Requests for Deductions

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

- (a) Professional dues
- (b) Government bonds
- (c) Credit Union
- (d) TIAA and CREF retirement programs
- (e) Any professional insurance programs
- (f) Such other as shall be mutually agreed upon by the Directors

Group and the Board

7.3 Representation Fee for Non-members

(a) The 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 liability including reasonable legal and/or representation fees resulting from any of the provisions of this Article or in reliance on any list, notice or assignment furnished under this Article.

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ARTICLE VIII

Paid Leaves of Absence

8.1 Sick Leave

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

8.2 Bereavement

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

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

8.3 Personal Leave

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

8.4 Sabbatical Leaves

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

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



- (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. 1 2 3
- (c) Application shall be submitted to the President. 4
- (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. 5 6 7
- (e) Sabbatical leave may be for one or two semesters at half pay. 8
- (f) Sabbatical leaves are not subject to the grievance procedure of this Agreement. 9 10

ARTICLE IX

Unpaid Leaves of Absence

9.1 Applications for Unpaid Leave

Applications for unpaid leaves of absence, other than child rearing, must be made in writing no less than one semester 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.

9.2 Child Rearing Leave

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

9.3 Leave for Personal Reasons

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

9.4 Leave for Professional Services

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

9.5 Leave for Advanced Study

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

9.6 Leave for Fulbright or Exchange Program

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

9.7 Unpaid Leave Benefits

1

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

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ARTICLE X

Directors' Privileges

10.1 Tuition Waiver

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

10.2 Early Childhood Education Center

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

10.3 Tuition Reimbursement

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

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

(b) Upon successful completion of course work, reimbursement will be made to a maximum of \$382 for fiscal year 1980-81 and a maximum of \$417 for fiscal year 1981-82 and a maximum of \$455 for 1982-83.

10.4 Parking

A reserved parking area for members shall be provided.

ARTICLE XI

Vacation for Directors

11.1 Vacation 1

Each member shall have a vacation of twenty working days during each 2  
fiscal year of employment. A total of ten vacation days may be carried 3  
into the subsequent fiscal year. Vacation time may be carried into the 4  
subsequent fiscal year except that no more than twelve days may be carried 5  
beyond October 15th of such subsequent fiscal year. 6

11.2 Vacation Schedule 7

A member's preference as to the period during which he/she desires 8  
to take his/her vacation shall be given full consideration, but it must 9  
be recognized that vacations must be taken at such times as are consistent 10  
with the best interests of the College. 11

11.3 Termination Pay 12

If at the time of termination of employment a Director has accumulated 13  
vacation time, he/she shall be compensated for it up to  $\frac{30 \text{ days}}{260 \text{ days}}$  x base salary. 14  
 $(5 \times 52)$  15  
16

ARTICLE XII

Grievance Procedure

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

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

(b) If, as a result of the informal discussion a grievance is unresolved, the Grievant may invoke the formal grievance procedure on the form required, signed by the Grievant. Every formal grievance shall be filed within four weeks of the occurrence 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 Directors Group.

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

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

(g) No reprisals of any kind shall be taken against any unit member for participating in any grievance. If any unit member for whom a grievance is filed, processed or sustained shall be found to have been unjustly discharged, he or she shall be 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 Directors Group shall pay the entire cost of fees and expenses of the arbitrator.

(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.

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

(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. 1  
2  
3

(k) If a unit member or a supervisor has a matter which he/she wishes to discuss with the other, he/she is free to do so without recourse to the grievance procedure. 4  
5  
6

(l) No grievance shall be adjusted without prior notification to the Directors Group and an opportunity for a Directors Group representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement. 7  
8  
9  
10

(m) A grievance may be withdrawn at any level. 11



Formal Grievance Procedure Form

NAME _____	1
POSITION _____	2
DATE OF GRIEVANCE _____	3
DATE OF FILING _____	4
NATURE OF GRIEVANCE:	6
	7
	8
	9
	10
	11
	12
	13
PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:	14
	15
	16
	17
SIGNATURE _____	18

DATE RECEIVED BY PRESIDENT \_\_\_\_\_

1

DATE OF MEETING WITH GRIEVANT \_\_\_\_\_

2

3

4

5

DISPOSITION:

6

7

8

9

10

DATE: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

11

DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES \_\_\_\_\_

12

DATE GRIEVANCE ALLOWED \_\_\_\_\_

13

DATE OF HEARING \_\_\_\_\_

14

DISPOSITION \_\_\_\_\_

15

16

17

18

19

20

DATE: \_\_\_\_\_

SIGNATURE \_\_\_\_\_

21

ARTICLE XIII

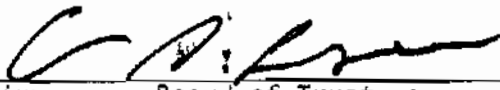
Duration of Agreement

13.1 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 the 3  
parties. Except as specified, neither party shall be required to negotiate 4  
with respect to any such matter whether or not covered by this Agreement 5  
and whether or not within the knowledge or contemplation of either or both 6  
of the parties at the time they negotiated or executed this Agreement. 7

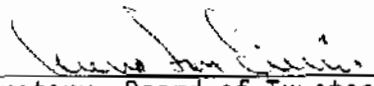
This Agreement shall be effective July 1, 1980 through June 30, 1983.

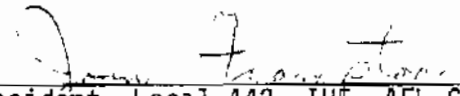
(a) Salary for 1980-81 and 1981-82 fiscal year shall be per Appendix A.

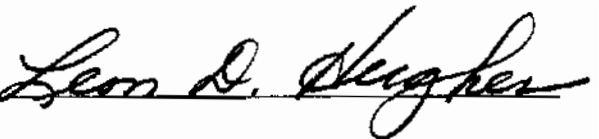
(b) For 1982-83 negotiations shall be limited to a salary reopener as well as one (1) article of choice for each party.

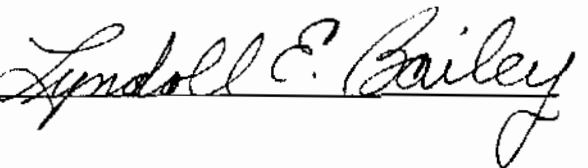
by   
Chairperson, Board of Trustees

by   
International Representative,  
IUE, AFL-CIO

by   
Secretary, Board of Trustees

by   
President, Local 442, IUE, AFL-CIO

by 

by 

Dated: 10/1/80

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

	<u>Minimum</u>	<u>Maximum</u>
<u>1980-81</u>		
Level I	\$16,250	\$25,450
Level II	14,250	23,900
<u>1981-82</u>		
Level I	16,250	27,325
Level II	14,250	25,775

Notes:

1. Level I positions:

- Director, Admissions/Financial Aid
- Director, Counseling/EOF/Veterans
- Director, Library/Media Services
- Director, Registration/College Activities

2. Level II positions:

- Director, Cooperative Education