



Agreement Between

The Board of Trustees
of
Gloucester County College

and the paraprofessional

Members of The Gloucester County College
Federation of Teachers
which is Affiliated with AFT, AFL-CIO

1995-1998

Effective July 1, 1995

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1 Media Technician Admissions/Recruitment Coordinator
2 Library Technicians Academic Advisement Coordinor
3 Financial Aid Technician Student Activities Coordinator
4 Computer Instruction Lab Outreach/EOF Coordinator
5 Technician Admissions Technician

6 The Board also agrees to include within said bargaining
7 unit any newly-created paraprofessional position in the
8 Library/Media Center.

9 Excluded from the bargaining unit shall be
10 paraprofessional employees in the following offices,
11 divisions, and areas of the College

- 12 Administrative Services
- 13 Personnel
- 14 Community Services
- 15 Health Services
- 16 Tutorial Services

17 Newly-created paraprofessional positions in offices, divisions
18 or areas other than those enumerated above will not be
19 specifically included in, or excluded from, the bargaining
20 unit. Such new positions will be dealt with on a case-by-case
21 basis.

22 (b) The following positions and employees shall be excluded
23 from the bargaining unit: Non-paraprofessional employees,
24 managerial executives, confidential employees, police,

1 professional employees, supervisors, employees in other
2 College bargaining units, the Co-op Education/Student
3 Employment Coordinator, and all positions that the parties
4 have not agreed to include in this bargaining unit.

5 1.2 Contrary to Law

6 If any provision of this agreement or any application of the
7 Agreement to any unit member or group of unit members shall be
8 found contrary to law, then such provision or application
9 shall be void, but all other provisions or applications of
10 this agreement shall continue in full force and effect.

11 1.3 Amendment

12 Should the parties agree to an amendment of this Agreement
13 such amendment shall be reduced to writing, submitted to
14 ratification procedures of the Board and the Federation, and
15 if ratified, become part of the Agreement.

16 1.4 Released Time for Negotiations

17 When mutually determined negotiating meetings are planned
18 during the working day, one member of the bargaining unit will
19 be granted released time.

20 1.5 Budget Information

21 The Board will make available to the Federation upon written
22 request:

23 (1) The number of paraprofessionals within the unit and their
24 respective titles and salaries.

1 (2) Other reports within the public domain.

2 1.6 Selection of Negotiators

3 Neither party in any negotiations shall have any control over
4 the selection of the negotiating representatives of the other
5 party. Maximum size of each negotiating team at any one
6 session shall not exceed four (4) in number. The parties
7 mutually pledge that their representatives shall be clothed
8 with all necessary power and authority to make and consider
9 proposals and make counter proposals.

10 1.7 Copies of Agreement

11 Copies of this agreement shall be reproduced by the Board and
12 distributed to all members of the paraprofessional unit now
13 employed, upon notice of appointment for the duration of this
14 agreement. The Board will supply ten (10) copies to the
15 Federation. Candidates for employment who have been offered a
16 position by the Board will be furnished a copy of the
17 Agreement between the College and the Paraprofessional Unit
18 along with their contract of employment.

19 1.8 Continuing Consultation

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

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1.9 Non-Discrimination

To the extent required by statutes, there shall be no discrimination by either the Board or the Federation based on age, sex, race, color, creed, religion, handicaps, national origin, or political affiliation.

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2 **ARTICLE III**

3 Paraprofessional Assignments and Responsibilities

4 3.1 Holidays

5 Holidays for the period of the agreement shall be determined
6 by action of the Board.

7 3.2 Working Hours

8 The work week for Paraprofessionals shall be forty (40) hours
9 over a five (5) consecutive day period, including a
10 one (1)

11 hour lunch period daily. Working hours for each employee are
12 to be considered set as of the signing date of this Agreement.

13 Any proposed changes of the working hours and days will be
14 negotiated with the Federation concerning impact. In the
15 event that campus-based classes are canceled for any
16 emergency, no paraprofessional who is scheduled for on-campus
17 assignment is required to work for the duration of said
18 cancellation. In addition, in the event that any off-campus
19 facility to which an employee is assigned is declared
20 officially closed for any emergency, no unit member who is
21 assigned to such facility will be required to work for the
22 duration of said cancellation.
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1 3.2b Make-up Days

2 Days of normal work which are proposed for closing (of the
3 College) shall first be advised to the Union at least thirty
4 (30) calendar days in advance and representatives of the Board
5 and Union shall meet at a time of mutual convenience to
6 resolve a method(s) to make up such time.

7 3.3 Overtime

8 All work required in excess of thirty-five (35) hours and
9 through forty (40) hours in the work week shall be paid at the
10 regular straight time rate.

11 All work required in excess of forty (40) hours per work week
12 shall be paid at one and one-half (1 1/2) times the regular
13 straight time rate.

14 All work required on Board approved holidays shall be paid at
15 two and one-half (2 1/2) times the regular straight time rate.

16 If overtime is required, the administration will endeavor to
17 give twenty-four (24) hours advance notice of overtime
18 requirements. However, such notice shall be at least four (4)
19 hours prior to the commencement of any overtime requirement
20 unless agreed to by the employee.

21 3.4 Job Descriptions

22 All members of the bargaining unit shall have a current job
23 description. If a change in the terms and conditions of
24 employment of a unit member is proposed, or if a reduction in

1 force is proposed, the Federation shall be notified and shall
2 have the opportunity to negotiate concerning such changes or
3 impact in accordance with Chapter 123, Public Laws of New
4 Jersey, 1974.

5 3.5 Off-Campus Activities

6 (a) Off campus business shall be defined as an activity,
7 approved by the President or his designee, which requires a
8 unit member to leave campus.

9 (b) If a unit member is required or received approval to make
10 a trip on college business, the unit member shall be
11 reimbursed for the most convenient and economical mode of
12 transportation or at the specified auto mileage reimbursement
13 rate.

14 (c) A unit member will be compensated at twenty-two (22)
15 cents per mile for travel to and from off-campus assignments
16 in excess of the mileage required for a round trip to the
17 college from his/her home.

18 3.6 Meal Allowance

19 Unit members who have completed a regular work day and are
20 required to return to work for an evening assignment will be
21 entitled to a \$7.50 dinner allowance.

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

3 (e) Unit members shall be shown material to be placed in
4 their file and shall acknowledge by signature having seen
5 same. Such acknowledgment shall not necessarily indicate
6 agreement with the material. Unit members shall have the
7 right to respond to any material placed in the file within
8 thirty (30) days after reviewing such material. Material not
9 so treated shall be removed from the file at the unit member's
10 request, or it shall have no force or effect.

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

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

1 ARTICLE V

2 Notice of Appointment, Dismissals and Vacancies

3 5.1 All employees will be notified of their employment status for
4 the following year no later than April 1st. Any employee
5 receiving subsequent notice of appointment must sign and
6 return such notice by April 15th or the employee shall be
7 considered as having resigned. Any employee not offered
8 subsequent notice of appointment may request reasons in
9 writing, and a hearing in accordance with the dictates of the
10 New Jersey Administrative Code Title 6. Such reasons, and
11 hearing if required, shall be granted by the Board in
12 accordance with said code's provisions.

13 5.2 Unit members will be advised of newly created administrative
14 and supervisory positions before public announcement is made.

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1 The parties agree that any change through the aforementioned
2 processes will not include compensation for a less expensive
3 plan.

4 6.5 Retiree Coverage

5 All unit members and his/her spouse covered by this Agreement
6 on their retirement from the College shall be eligible for all
7 health insurance coverage currently in force at the unit
8 member's (or spouse's) expense and at no cost to the College.

9 In addition, effective July 1, 1987 future retirees (as
10 defined in Article XII) shall be provided insurance coverage
11 at the Board of Trustees expense, as stated hereinafter. Such
12 retirement benefit shall be operative with the effective date
13 of reception of N.J. retirement pension benefits or TIAA/CREF
14 using the same standards.

15 (a) July 1, 1987 - single coverage basic health insurance.

16 (b) July 1, 1987 - single coverage prescription insurance.

17 (c) July 1, 1988 - single coverage dental insurance.

18 (d) July 1, 1990 - retiree and spousal coverage for basic
19 health insurance, prescription and dental.

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1 will be determined by the Federation Treasurer, and is to be
2 paid by payroll deduction.)

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

11 (c) The Federation agrees that it has established or will
12 establish a procedure by which a non-member employee in the
13 unit can challenge the representation fee in accordance with
14 N.J.S.A. 34: 13A-5.6. In the event that a challenge is filed,
15 the deductions of the representation fee shall be held in
16 escrow by the Board pending a final resolution of the
17 challenge.

18 (d) The Federation shall indemnify and save the Board (and
19 College) harmless against any and all claims, demands, suits
20 or other forms of liability including reasonable legal and/or
21 representation fees resulting from any of the provisions of
22 this Article or in reliance on any list, notice or assignment
23 furnished under this Article.

1 8.3 Personal Leave

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

5 (a) Real estate closing.

6 (b) Marriage of the unit member or a member of his/her
7 immediate family.

8 (c) Graduation of a member of the immediate family.

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

11 (e) In cases where there is a life threatening illness of a
12 unit member's spouse or child a maximum of six (6)
13 personal days may be utilized provided such illness is
14 certified by an attending physician and further provided
15 that the unit member has unused personal leave days from
16 the prior three years.

17 Request for such leave shall be in writing not less than five
18 (5) days in advance, except in the case of an emergency. In a
19 personal emergency situation the employee shall notify the
20 Supervisor as soon as possible.

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1 9.5 Leave for Study

2 Leave for undergraduate or graduate study in the unit member's
3 field will be granted for one (1) year.

4 9.6 Continuation of Benefits

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

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1 (b) Upon successful completion of course work,
2 reimbursement will be on a per credit basis at the
3 Rutgers undergraduate rate.

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

6 10.4 Parking

7 Unit members may use designated reserved Faculty/Staff parking
8 area.

9 10.5 Privileges During Leave

10 All privileges in Article 10 are continued in force during
11 periods of both approved paid and unpaid leaves.

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1 (c) Within one week of date of filing, the President or his
2 designee shall meet with the Grievant or his
3 representative in an effort to resolve the grievance.

4 The President or his designee shall indicate his
5 disposition of the grievance in writing within one week
6 of said meeting.

7 (d) If the Grievant is not satisfied with the disposition of
8 the grievance by the President or his designee or if no
9 disposition has been made within the time limits in
10 paragraph (c), the grievance shall be transmitted to the
11 Board of Trustees by the Grievant by filing a written
12 copy thereof with the Secretary of said Board. The
13 Board shall, within five calendar weeks of the date of
14 filing, either allow the grievance or hold a hearing on
15 the grievance. No later than one calendar week
16 thereafter, the Board of Trustees shall indicate its
17 disposition of the grievance, in writing, to the
18 Federation. A grievance based on lack of contract offer
19 by the Board of Trustees for unit members shall be
20 handled per Article V, Section 5.1.

21 (e) If the Federation is not satisfied with the disposition
22 of the grievance by the Board of Trustees, or if no
23 disposition has been made within the period provided in
24 paragraph (d), the grievance may be submitted to

1 arbitration before an impartial arbitrator. If the
2 parties cannot agree on an arbitrator, he shall be
3 selected pursuant to the rules and procedure of the
4 American Arbitration Association, whose rules shall
5 likewise govern the arbitration proceeding. Neither the
6 Board nor the Federation shall be permitted to assert in
7 such arbitration proceeding any ground or to rely on any
8 evidence not previously disclosed to the other party.
9 No more than one (1) substantive issue may be submitted
10 to the arbitrator in a case unless otherwise agreed to
11 in writing by both parties. The arbitrator shall submit
12 a written decision within thirty (30) days of the
13 hearing setting forth his findings of fact, reasoning
14 and conclusions on the issue submitted. The arbitrator
15 shall have no power to alter, add to or subtract from
16 the terms of the Agreement. Both parties agree to be
17 bound by the decision of the arbitrator.

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

20 (g) No reprisals of any kind shall be taken against any unit
21 member for participating in any grievance. If any unit
22 member for whom a grievance is filed, processed or
23 sustained shall be found to have been unjustly
24 discharged, he shall be restored to his or her former

1 position with full reimbursement of all compensation
2 lost, and in addition the Board shall pay the entire
3 cost of fees and expenses of the arbitrator. However,
4 if the discharge is found to have been justified, the
5 Federation shall pay the entire cost of fees and
6 expenses of the arbitration.

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

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

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

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

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

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

1 13.2 Formal Grievance Procedure Form

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3 NAME _____

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5 POSITION _____

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7 DATE OF GRIEVANCE _____

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9 DATE OF FILING _____

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11 NATURE OF GRIEVANCE:

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16 PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:

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21 SIGNATURE _____

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DATE RECEIVED BY PRESIDENT _____

DATE OF MEETING WITH GRIEVANT _____

DISPOSITION:

DATE: _____ SIGNATURE _____

DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES _____

DATE GRIEVANCE ALLOWED _____

DATE OF HEARING _____

DISPOSITION:

DATE: _____ SIGNATURE _____

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ARTICLE XIV

Duration of Agreement

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

14.2 This Agreement shall be effective starting July 1, 1995 through June 30, 1998 subject to the following:

(a) During the month of October 1997 either party may notify the other in writing of its desire to reopen the Agreement for negotiations for the subsequent year. Within thirty days of such notice, the duly authorized representatives designated by the parties will meet.

(b) Each unit member shall receive the following salary increases: 4.75% in 1995/96; 5.25% in 1996/97; and 6% in 1997/98.

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14.3 At the conclusion of said period, this Agreement shall
continue from year to year thereafter unless either party
shall give written notice to the other of its intention to
terminate, modify, or supplement this Agreement.

by Virginia H. Scott
Chairperson, Board of Trustees

by David R. Sorky
Federation President

by Barbara A. Wallace
Secretary, Board of Trustees

by Thomas J. M. Connoh
Federation Representative

6/1/95

by Ann Marie Schmitt

Dated

Federation Representative

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APPENDIX A

GLOUCESTER COUNTY COLLEGE

SALARY SCHEDULE

1995-98

PARAPROFESSIONALS/COORDINATORS

TWELVE MONTH EMPLOYEES

	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
	<u>Minimum</u>	<u>Minimum</u>	<u>Minimum</u>
<u>PARAPROFESSIONALS:</u>			
Library Technician	\$20,169	\$20,698	\$21,319
Media Technician	19,147	19,650	20,240
Computer Instruction Lab Technician	19,788	20,307	20,917
Financial Aid Technician	19,788	20,307	20,917
Admissions Technician	19,788	20,307	20,917
<u>COORDINATORS:</u>			
Admissions/Recruitment	20,475	21,012	21,643
Academic Advisement	20,475	21,012	21,643
*Student Activities	20,475	21,012	21,643
Outreach/EOF	20,475	21,012	21,643

* Rates shown are for a 12 month employee. Current incumbent is a 10 month employee.