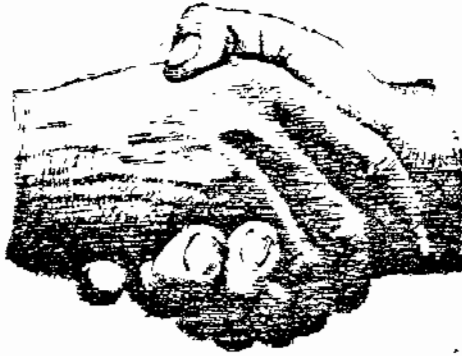


# AGREEMENT

1983 -- 1985



*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 LOCAL 2338

2173 21  
Institute of Management  
RUTGERS UNIVERSITY

THIS DOES NOT  
CIRCULATE



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AGREEMENT

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

and

The paraprofessional members of  
The Gloucester County College Federation of Teachers  
which is affiliated with AFT, AFL-CIO

This Agreement entered into this first day of February, 1984  
by and between the Board of Trustees of Gloucester County College,  
hereinafter called the Board, and the Gloucester County College Fed-  
eration 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 recognizes paraprofessionals including

Media Technician

Library Technicians

Financial Aid Technician

Computer Instruction Lab Technician

and any other newly hired paraprofessionals in the Library/Media  
Center, but excluding those paraprofessionals in the offices of:

Administrative Services

Student Services

Personnel

Community Services

Health Services

Tutorial Services

and all other non-paraprofessional personnel. Newly hired  
paraprofessionals in areas other than those enumerated above will  
not be specifically included in, or excluded from, the bargaining  
unit. Such new positions will be dealt with on a case by case  
basis.

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  
the working day, one member of the bargaining unit will be granted  
released time.

1.6	<u>Budget Information</u>	1
	The Board will make available to the Federation upon written request:	2
	(1) The number of paraprofessionals within the unit and their respective titles and salaries.	3
	(2) Other reports within the public domain.	4
1.7	<u>Selection of Negotiators</u>	5
	Neither party in any negotiations shall have <u>any</u> control over the selection of the negotiating representatives of the other party.	6
	Maximum size of each negotiating team at any one session shall not exceed four (4) in number. 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.	7
1.8	<u>Copies of Agreement</u>	8
	Copies of this agreement shall be reproduced by the Board and distributed to all members of the paraprofessional unit now employed or hereafter employed by the Board for the duration of this agreement. The Board will supply ten (10) copies to the Federation. Bonafide candidates for employment shall be given a copy of the agreement.	9
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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 these employees 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

Unit 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.

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ARTICLE III

Paraprofessional Assignments and Responsibilities

3.1 Holidays

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

3.2 Working Hours

The work week for paraprofessionals shall be forty (40) hours over a five (5) consecutive day period, including a one (1) hour lunch period daily. Working hours for each employee are to be considered set as of the signing date of this agreement. Any proposed changes of the working hours and days will be negotiated with the Federation concerning impact.

3.2b Make-up Days

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

3.3 Overtime

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

All work required in excess of forty (40) hours per work week shall be paid at one and one-half (1½) times the regular straight time rate.

All work required on Board approved holidays shall be paid at two and one-half (2½) times the regular straight time rate.

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

3.4 Job Descriptions

All members of the bargaining unit shall have a current job description. If a change in the terms and conditions of employment of a unit member is proposed, or if a reduction in force is proposed, the Federation shall be notified and shall have the opportunity to negotiate concerning such changes or impact in accordance with Chapter 123, Public Laws of New Jersey, 1974.

3.5 Off Campus Activities

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

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

(c) A unit member will be compensated at twenty (20) 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 his/her home.

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.

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

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

ARTICLE V

Notice of Appointment, Dismissals and Vacancies

- 5.1 All employees will be notified of their employment status for the following year no later than April 1st. Any employee receiving subsequent notice of appointment must sign and return such notice by April 15th or the employee shall be considered as having resigned. Any employee not offered subsequent notice of appointment may request reasons in writing, and a hearing in accordance with the dictates of the New Jersey Administrative Code Title 6. Such reasons, and hearing if required, shall be granted by the Board in accordance with said code's provisions.
- 5.2 Unit members will be advised of newly created administrative and supervisory positions before public announcement is made.

ARTICLE VI

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Group Health Insurance

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6.1 Medical Insurance

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The Board shall provide for each employee, beginning the first of  
the month following the first two (2) months of employment, full  
family coverage under Hospital Service Plan of New Jersey (Blue  
Cross and Blue Shield) or comparable plan, at least in service and  
benefit.

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6.2 Prescription Plan

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Each employee shall receive Board initiated and funded Blue Cross  
of New Jersey Prescription Plan (\$1.00 deductible, Co-Pay).

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6.3 Insurance Carrier(s)

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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 negotiations shall be prior to any  
effective change to a different plan(s).

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6.4 Supplemental Insurance Fund

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The Board shall contribute \$150 per unit member to an interest  
bearing fund in 1983-84 and \$150 per unit member in 1984-85. Such  
supplemental insurance fund shall be jointly administered by the  
Federation designee and the Board.

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6.5 Retiree Coverage

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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.

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ARTICLE VII

Salaries and Deductions

7.1 Salary

The salary of employees shall be paid on a bi-weekly basis.

7.2 Requests for Deductions

Unit 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) Public Employees Retirement System
- (e) Dental Program
- (f) Any professional insurance programs
- (g) Such other as shall be mutually agreed upon by the Federation 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.

(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 rep-  
resentation 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

Employees shall receive twelve (12) days sick leave per year accumulative, i.e., one (1) day per month.

Sick leave is subject to medical verification if requested by supervisor.

Sick leave will be credited to the employee on a pro-rated basis from the time of employment for those starting other than the start of the College fiscal year.

8.2 Bereavement

(a) A paid bereavement leave of four (4) 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 family other than those previously listed, a unit member may be entitled to one (1) full day to attend the funeral.

8.3 Personal Leave

Employees may be granted two (2) days personal leave with pay for bonafide 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 emergency. In a personal emergency situation the employee  
shall notify the Personnel Office as soon as possible.

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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 6 months prior to the effective date of such leave; notice to return must be made in writing no less than 6 months prior to date of return.

9.2 Child Rearing Leave

Employees 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. Employees 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 of up to one year may be granted by the Board to a unit member upon mutual consent.

9.4 Leave for Professional Services

A leave to serve with AFT or its affiliates will be granted for one (1) year.

9.5 Leave for Graduate Study

Leave for graduate study in the unit member's discipline will be granted for one (1) year.

9.6 Continuation of Benefits

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

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ARTICLE X

Privileges

10.1 Tuition Waiver

Subject to meeting entrance requirements, unit members, their spouses, and single, dependent children (per current IRS standard), 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

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

10.3 Tuition Reimbursement

The Board of Trustees shall authorize payment to unit members for under-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 \$400 per year for 1983-84 and 1984-85.

10.4 Parking

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

ARTICLE XI

Vacation for Twelve Month Employees

11.1 Vacation

Each employee shall have a vacation of fifteen (15) working days earned at the rate of one and a quarter (1¼) days per month during each year of employment. Vacation time may be carried into the subsequent year except that no more than ten (10) days may be carried beyond October 15th of such subsequent year.

11.2 Vacation Schedule

An employee's preference as to the period during which vacation is desired to be taken shall be given full consideration, but it must be recognized that vacations must be taken at such times as are consistent with the best interests of the college.

ARTICLE XII

Grievance Procedure

12.1 A grievance is a claim or complaint by a unit member, group of unit 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 unit member or group of unit members, or the Federation believes there is a basis for a grievance, it shall:

(a) Informally discuss the grievance with the immediate supervisor or 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 of 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 unit members shall be handled per Article V, Section 5.1.

(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 unit member for participating in any grievance. If any unit member for



whom a grievance if filed, processed or sustained shall be found to have been unjustly discharged, he shall be restored to his former position with full reimbursement of all 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.

(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.

(k) If a unit 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.

(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.

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

12.1 Formal Grievance Procedure Form

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NAME \_\_\_\_\_

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POSITION \_\_\_\_\_

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DATE OF GRIEVANCE \_\_\_\_\_

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DATE OF FILING \_\_\_\_\_

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NATURE OF GRIEVANCE:

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PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:

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SIGNATURE \_\_\_\_\_

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

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

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DISPOSITION:

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

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

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

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

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DISPOSITION:

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

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ARTICLE XIII

Duration of Agreement

13.1 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.

13.2 This Agreement shall be effective for a period of two (2) years starting July 1, 1983 and continuing through June 30, 1985.

13.3 At the conclusion of said two (2) year period, this Agreement shall continue from year to year thereafter unless either party shall, not earlier than October 1, 1984 or later than October 15, 1984, give written notice to the other of its intention to terminate, modify, or supplement this Agreement.

Within thirty (30) days of such notice, the duly authorized representatives designated by the parties will meet for the purpose of negotiating the aforementioned items.

BY [Signature]  
Chairperson, Board of Trustees

BY [Signature]  
Federation President

BY [Signature]  
Secretary, Board of Trustees

BY [Signature]  
Federation Representative

DATED February 1, 1984

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APPENDIX A  
GLOUCESTER COUNTY COLLEGE  
Salary Schedule  
1983-84 1984-85  
Paraprofessionals  
Twelve Month Employees

	<u>1983-84</u>	<u>1984-85</u>
Library Technician (A)	\$15,107	\$16,018
Library Technician (B)	12,810	13,721
Media Technician	12,019	12,930
Computer Instruction Lab Technician	12,626	13,537
Financial Aid Technician	12,530	13,441