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Agreement between  
The Board of Trustees  
of Gloucester County College

and

GCC Technical/Academic Professional Staff Association/NJEA

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2007-2011

Effective July 1, 2007

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1 **AGREEMENT**

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3  
4 Between the Board of Trustees of Gloucester County College, operating under the  
5 provision of Public Laws of 1974, Chapter 123, of the State of New Jersey

6 and

7 The GCC Technical/Academic Professional Staff Association/NJEA

8  
9 This Agreement entered into this \_\_\_\_\_ by and between the Board of Trustees  
10 of Gloucester County College, hereinafter called the Board, and the GCC  
11 Technical/Academic Professional Staff Association/NJEA hereinafter called the  
12 Association, represents a complete agreement between the parties, and provides that:

13 1.1 Board Recognition

14 (a) The Board recognizes the Association as the exclusive collective  
15 negotiations representatives of a bargaining unit consisting of the  
16 following GCC technical/academic professional staff employees:

17 Instructional Technology Technician/Lead Media Technician

18 Admissions/Recruitment Coordinator

19 Library Technicians

20 Academic Advisement Coordinator

21 Financial Aid Technician

22 Special Needs Technician

23 Student Activities Coordinator

1 Computer Instruction Lab Technician

2 EOF Coordinator

3 Admissions Technician

4 The Board also agrees to include within said bargaining unit any newly-  
5 created GCC technical/academic professional staff position in the  
6 Instructional Technology Division. Excluded from the bargaining unit  
7 shall be GCC technical/academic professional staff employees in the  
8 following offices, divisions, and areas of the College:

9 Administrative Services

10 Personnel

11 Lifelong Learning

12 Health Services

13 Tutorial Services

14 Newly-created GCC technical/academic professional staff positions in  
15 offices, divisions or areas other than those enumerated above will not be  
16 specifically included in, or excluded from, the bargaining unit. Such new  
17 positions will be dealt with on a case-by-case basis.

18 (b) The following positions and employees shall be excluded from the  
19 bargaining unit: Non-GCC technical/academic professional staff  
20 employees, managerial executives, confidential employees, police,  
21 professional employees, supervisors, employees in other College  
22 bargaining units, the Co-op Education/Student Employment Coordinator,  
23 and all positions that the parties have not agreed to include in this

1 bargaining unit.

2

3 1.2 Contrary to Law

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

8 1.3 Amendment

9 Should the parties agree to an amendment of this Agreement such amendment  
10 shall be reduced to writing, submitted to ratification procedures of the Board and  
11 the Association, and if ratified, become part of the Agreement.

12 1.4 Released Time for Negotiations

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

15 1.5 Budget Information

16 The Board will make available to the Association upon written request:

- 17 (1) The number of GCC technical/academic professional staffs within the unit  
18 and their respective titles and salaries.  
19 (2) Other reports within the public domain.

20 1.6 Selection of Negotiators

21 Neither party in any negotiations shall have any control over the selection of the  
22 negotiating representatives of the other party. Maximum size of each negotiating  
23 team at any one session shall not exceed four (4) in number. The parties mutually

1 pledge that their representatives shall be clothed with all necessary power and  
2 authority to make and consider proposals and make counter proposals.

3 1.7 Copies of Agreement

4 Copies of this agreement shall be reproduced by the Board and distributed to all  
5 members of the GCC technical/academic professional staff unit now employed,  
6 upon notice of appointment for the duration of this agreement. The Board will  
7 supply ten (10) copies to the Association. Candidates for employment who have  
8 been offered a position by the Board will be furnished a copy of the Agreement  
9 between the College and the GCC technical/academic professional staff Unit  
10 along with their contract of employment.

11 1.8 Continuing Consultation

12 A committee of three administrators comprising the President of the College (or  
13 his/her designee) and two other College administrators appointed by the President  
14 of the College, and three representatives of the Association comprising the  
15 President of the Association (or his/her designee) and two other members of the  
16 Association appointed by the President of the Association, will meet at the request  
17 of either party at least twice per academic year to discuss the administration of  
18 this agreement and/or problems of mutual concern. Initiation can be made by  
19 either party requesting a date(s) convenient to both parties and such letter of  
20 initiation shall suggest agenda items for discussion. The responding party may  
21 also suggest additional items for inclusion in the agenda and/or alternate dates.

22 1.9 Non-Discrimination

23 To the extent required by statutes, there shall be no discrimination by either the

- 1 Board or the Association based on age, sex, race, color, creed, religion, handicaps,
- 2 national origin or political affiliation

1 **ARTICLE II**

2 Rights of Parties

3  
4 2.1 Right to Organize

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

10 2.2 Right to Negotiate

11 Unit members as described in Article I have the right freely to organize join and  
12 support the Association for the purpose of engaging in collective negotiation and  
13 other concerted activities for mutual aid and protection or to refrain from same.

14 2.3 Board's Authority

15 Subject to the provisions of this Agreement, the Association agrees that supervision,  
16 management and control of Gloucester County College operations are exclusively  
17 the function of the administration and the Board and that the Board has the right to  
18 make such reasonable rules and regulations as it considers necessary or advisable for  
19 the orderly and efficient conduct of its operations.

20 The Board hereby retains and reserves unto itself, without limitation, all powers,  
21 rights, authority, duties and responsibilities conferred upon and vested in it prior  
22 to the signing of this Agreement by the laws and the Constitution of the State of  
23 New Jersey and of the United States, but not limited to the following rights:

- 1 (a) The executive management and administrative control of  
2 Gloucester County College and its properties and facilities and  
3 activities of its employees by utilizing personnel, methods, and  
4 means of the most appropriate and efficient manner possible, as  
5 may, from time to time, be determined by the Employer.
- 6 (b) To insure compliance with all state and federal laws and  
7 regulations governing the operations of the Employer's facility.
- 8 (c) To make, maintain, and amend such reasonable rules and  
9 regulations as it may from time to time deem best for the purposes  
10 of maintaining order, the safety of students, employees, and guests  
11 and to require compliance by employees.
- 12 (d) To hire all employees, to determine their qualifications and  
13 conditions of continued employment, to set their assignment, and  
14 to promote and transfer employees.
- 15 (e) To decide the number and types of employees needed for any  
16 particular time and or task and to be in sole charge of the quantity  
17 of the work required.
- 18 (f) To suspend, demote, discharge or take any other appropriate  
19 disciplinary action against any employee for just cause according  
20 to the law and the provision of the collective bargaining  
21 agreement.
- 22 (g) To lay off employees in the event of lack of work or funds or under  
23 conditions where continuation of such work would be inefficient

1 and non-productive or for other legitimate reason according to the  
2 provisions of this collective bargaining agreement.

3 (h) The above is subject to the law and the provision of the collective  
4 bargaining agreement.

5 The exercise by the Board of any one or more of its prerogatives, as set forth above,  
6 shall not at any time be subject to collective bargaining as provided in the  
7 Agreement; subject always to the right of the Association to bargain collectively  
8 with the Board with respect to salaries, grievances, and other conditions of  
9 employment, referred to in the Agreement. The Board retains all rights not  
10 specifically conferred upon the Association.

11

12 2.4 Use of Facilities and Equipment

13 At the convenience of the President of the College or his/her designees, the  
14 Association may use College facilities and equipment. No equipment shall be  
15 removed from the premises without written permission. Payment shall be made  
16 for any expendable supplies used for Association purposes, and the Association  
17 shall be liable for damage to any equipment used for said purposes. A request of  
18 the Association shall be not unreasonably denied.

19 2.5 Posting of Association Notices

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

23

1 2.6 Technology Changes

2 Each unit member shall be notified of any technology changes that affect his/her  
3 work environment.

4 2.7 Safety Conditions

5 The Association may have a representative on the College wide Safety  
6 Committee.

1 **ARTICLE III**

2 GCC technical/academic professional staff Assignments and Responsibilities

3  
4 3.1 Holidays

5 Holidays for the period of the agreement shall be determined by action of the  
6 Board of Trustees. The Board shall designate 14 holidays annually for full-time  
7 12-month employees.

8 3.2 Working Hours

9 The work week for GCC technical/academic professional staffs shall be thirty-  
10 five (35) hours over a five (5) consecutive day period, excluding a one (1) hour  
11 lunch period daily. Working  
12 hours for each employee are to be considered set as of the signing date of this  
13 Agreement. Any proposed changes of the working hours and days will be  
14 negotiated with the Association concerning impact. In the event that campus-  
15 based classes are canceled for any emergency, no GCC technical/academic  
16 professional staff who is scheduled for on-campus assignment is required to work  
17 for the duration of said cancellation. In addition, in the event that any off-campus  
18 facility to which an employee is assigned is declared officially closed for an  
19 emergency, no unit member who is assigned to such facility will be required to  
20 work for the duration of said cancellation.

21 Summer Schedule

22 The summer schedule will begin the first full week in June and continue through  
23 the second week of August. Unit members will have the option to work a four (4)

1 day, 35 hour per week, summer schedule. Four (4) day summer schedules must  
2 be approved by an immediate supervisor and are subject to change in order to  
3 ensure adequate operational coverage.

4

5 3.3 Make-up Days

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

10 3.4 Overtime

11 (a) All work required by a technician in excess of thirty-five (35) hours and through forty  
12 (40) hours in the work week shall be paid at the regular straight time rate. A technician  
13 may elect to earn employee compensatory time in lieu of payment for these straight time  
14 hours. Generally, compensatory time may be earned and used only with the prior  
15 approval of the supervisor; exceptions may be made to accommodate emergency or  
16 unanticipated college needs. A technician may “bank” up to 28 hours of compensatory  
17 time for future use during the fiscal year, however, all compensatory time must be used  
18 by June 30<sup>th</sup> and cannot be carried forward into the subsequent fiscal year. Coordinators  
19 are exempt from overtime and will not be required to make up any time for Board  
20 designated recess nor be eligible overtime compensation.

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

1 (c) All work required on Board approved holidays shall be paid at holiday pay  
2 plus one and one-half (1½) times the regular straight time rate for all hours  
3 worked on the holiday.

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

8 3.5 Job Descriptions

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

14 3.6 Off-Campus Activities

15 (a) Off campus business shall be defined as an activity, approved by the  
16 President or his/her designee, which requires a unit member to leave  
17 campus.

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

22 (c) A unit member will be compensated at the IRS “standard mileage rate” for  
23 travel to and from off-campus assignments in excess of the mileage



1 **ARTICLE IV**

2 Personnel Files

3  
4 4.1 (a) The College shall maintain a personnel file on each employee which shall  
5 include, but not be limited to, the following:

- 6 1. Personnel Information.  
7 2. Information relating to the employee's accomplishments submitted  
8 by the employee or placed in the file at his/her request;  
9 3. Records generated by the College;  
10 4. Job description; and  
11 5. Information indicating special achievements, research,  
12 performance and contributions.

13 (b) The employee may, upon request, examine the individual personnel file  
14 referred to in 4.1 (a) and photocopy material therein, within five (5)  
15 working days of the initial request, at a time mutually convenient to the  
16 administrator in charge and the unit member.

17 (c) Human Resources will be responsible for the safekeeping of the personnel  
18 files.

19 (d) Unit members shall be shown any material to be placed in their file and  
20 shall acknowledge by signature having seen same. Such acknowledgment  
21 shall not necessarily indicate agreement with the material. Unit members  
22 shall have the right to respond to any material placed in the file within  
23 thirty (30) days after reviewing such material. Material not so treated

1 shall be removed from the file at the unit member's request, or it shall have  
2 no force or effect.

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

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

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1 **ARTICLE V**

2 **Notice of Dismissals and Vacancies**

3 5.1 Removal during the term of the collective negotiated agreement shall be made for  
4 just cause.

5 (b) Notwithstanding the forgoing, employees may also be terminated during the term  
6 of the contract due to fiscal crisis, the diminution of the number of students in a  
7 program or at the institution, or a reduction of programs.

8 © Grant-funded positions may be terminated immediately and are subject to the  
9 terms and conditions of the funding agency. In the event of termination the  
10 College will use its best efforts to find a job within the College. However if a  
11 position is not found the termination is not grievable nor arbitrable.

12 (d) Para Professionals wishing to terminate their employment with the College shall  
13 provide 30 days notice.

14 5.2 Unit members will be advised via College e-mail of newly created full and part-  
15 time administrative and supervisory positions before public announcement is  
16 made.

1 **ARTICLE VI**

2 **Health Insurance Benefits**

3  
4 6.1 **Medical Insurance**

5 Effective January 1, 2002, the college will re-enter the New Jersey State Health  
6 Benefits Plan for both health and prescription drug coverage. Until that date, the  
7 college's current health and prescription plans will remain in full force. Under the  
8 New Jersey State Health Benefits Program, all current employees will be eligible  
9 to enroll into the provider plan of their choice at his/her appropriate level of  
10 coverage (e.g., single, couple, parent/child or family coverage). All future  
11 bargaining unit members will be eligible for enrollment in the State Health  
12 Benefits Program in accordance with the State's enrollment requirements. Once  
13 the College enters the State Health Benefits Program, it will administer all health  
14 and prescription drug programs in accordance with the requirements and  
15 guidelines of the State Health Benefits Commission.

16 6.2 **Dental Insurance**

17 Dental insurance will be provided to each unit member at his/her appropriate level  
18 of coverage (e.g., single, couple, parent/child or family coverage) through Delta  
19 Dental or a like dental provider. Should a unit member individually elect to  
20 expand or increase coverage beyond the coverage levels in place as of 6/30/01,  
21 then the unit member will be responsible for any additional cost of the expanded  
22 or additional coverage through an employee payroll deduction.

23

1 6.3 Insurance Carrier(s)

2 Upon written request of the Board, the parties agree to promptly enter into  
3 negotiations during the term of the Agreement concerning the change of insurance  
4 plan(s) and/or carriers and/or self-insurance. In the event there is no agreement  
5 on a change(s) to provide substantially similar benefits, either party may invoke  
6 mediation and/or fact-finding through the Public Employment Relations  
7 Commission. The parties agree that any change through the aforementioned  
8 processes will not include compensation for a less expensive plan.

9 6.4 Retiree Coverage

10 All unit members and his/her spouse covered by this Agreement **who retired**  
11 **prior to July 1, 1987** from the College, shall be eligible for all health insurance  
12 coverage currently in force at the unit member's (or spouse's) expense and at no  
13 cost to the College. **Commencing July 1, 1987**, retirees (as defined in Article  
14 XII) shall be provided insurance coverage at the Board of Trustees expense, as  
15 stated hereinafter. Such retirement benefit shall be operative with the effective  
16 date of reception of N.J. retirement pension benefits or TIAA/CREF using the  
17 same standards.

- 18 (a) July 1, 1987 - single coverage basic health insurance.  
19 (b) July 1, 1987 - single coverage prescription insurance.  
20 (c) July 1, 1988 - single coverage dental insurance.  
21 (d) July 1, 1990 - retiree and spousal coverage for basic health insurance,  
22 prescription and dental.

1 6.5 All current unit members retiring after July 1, 2001, with 15 years of service at  
2 the college and a minimum age of 62, or at any age with at least 25 years of  
3 service in the New Jersey Retirement Pension Systems, shall receive retiree  
4 benefits through the Health and Dental providers offered by the college. The  
5 employee shall be eligible to receive his/her appropriate level of coverage (e.g.,  
6 single, couple, parent/child or family coverage). The retiree will be responsible  
7 for any dental co-payments for expanded services consistent with those for active  
8 employees at the time of his/her retirement.

9 6.6 All unit members hired after May 1, 2002 shall receive the following upon  
10 retirement:

11 (a) Those with 15 years or more service to the College and a minimum age of  
12 62 shall receive single health coverage as provided under the New Jersey  
13 Health Benefits Program and the equivalent of single coverage for Dental  
14 insurance. The retiree will be responsible for any dental co-payments for  
15 expanded services consistent with those for active employees at the time  
16 of his/her retirement.

17 (b) Those with 25 years of service under the New Jersey Retirement Pension  
18 Systems shall receive coverage at his/her appropriate level (e.g., single,  
19 couple, parent/child or family coverage) as provided under the New Jersey  
20 Health Benefits Program and the college's coverage for Dental insurance.  
21 The retiree will be responsible for any dental co-payments for expanded  
22 services consistent with those for active employees at the time of his/her  
23 retirement.

1 **ARTICLE VII**

2 **Salaries and Deductions**

3  
4 7.1 **Salary**

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

6 7.2 **Requests for Deductions**

7 Unit members may, by executing the proper form as provided by the Board, have  
8 automatic self-payroll deductions for any of the following purposes:

- 9 (a) Professional Dues
- 10 (b) Government Bonds
- 11 (c) Credit Union
- 12 (d) New Jersey Pension Systems
- 13 (e) Dental Program
- 14 (f) Union Dues
- 15 (g) Any professional insurance programs
- 16 (h) Such other as shall be mutually agreed upon by the Association and the  
17 Board.

18 7.3 **Representation Fee for Non-members**

- 19 (a) The President of the Association or his designee shall submit to Human Resources a list  
20 of names of employees covered by this contract who not currently dues are paying  
21 members. The College, in compliance with State law and this agreement, will deduct a  
22 representation fee equal to a percentage of the regular dues as certified on an annual basis  
23 by the Union, which shall be remitted to the Union in the same manner as dues. In the

1 case of newly hired employees, deduction of representation fees will begin with the next  
2 paycheck following submission of dues check off card or, in lieu thereof, with the next  
3 paycheck following a written request by the union to withhold.

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

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

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

21

1 **ARTICLE VIII**

2 **Paid Leaves of Absence**

3  
4 8.1 **Sick Leave**

5 Employees shall receive twelve (12) days sick leave per year accumulative, i.e.,  
6 one (1) day per month. Sick leave is subject to medical verification if requested  
7 by the Office of Human Resources. Sick leave will be credited to the employee  
8 on a pro-rated basis from the time of employment for those starting other than the  
9 start of the College fiscal year.

10 8.2 **Family Illness**

11 Employees may be absent from work due to the serious illness or injury of an  
12 immediate family member (father, mother, spouse, children) or a contagious  
13 illness among any member residing in the employee’s household. Such time may  
14 be charged against a member’s sick time. Employees also may use federal or  
15 state family leave programs to care for eligible family members should sick leave  
16 be exhausted.

17 8.3 **Bereavement**

- 18 (a) A paid bereavement leave of four (4) days maximum will be allowed for  
19 each death in the immediate family. Family shall mean: father, mother,  
20 siblings, wife, husband, children, stepchildren, grandchildren, mother-in-  
21 law and father-in-law. Additional leave may be granted at the discretion of  
22 the President.
- 23 (b) In the event of the death of a member of his/her family other than those

1                   previously listed, a unit member shall be entitled to one (1) full day to  
2                   attend the funeral.

3   8.4   Personal Leave

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

- 7                   (a)   Real estate closing.
- 8                   (b)   Marriage of the unit member or a member of his/her immediate family.
- 9                   (c)   Graduation of a member of the immediate family.
- 10                  (d)   Required appearance in court wherein the employee is not party and suit  
11                  with the College.
- 12                  (e)   In cases where there is a life threatening illness of a unit member's spouse,  
13                  parent or child a maximum of six (6) personal days may be utilized  
14                  provided such illness is certified by an attending physician and further  
15                  provided that the unit member has unused personal leave days from the  
16                  prior three years.

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

20   8.5   Excused for Injury

21                  If any employee is injured in the performance of his/her duties during the course of  
22                  the work day and requires medical or surgical attention, and is advised by medical

- 1 personnel or the nurse not to return to work that day, he/she will be paid the balance
- 2 of the regular work day on which such injury occurs at his/her regular hourly rate.

1 **ARTICLE IX**

2 Unpaid Leaves of Absence

3  
4 9.1 Applications for Unpaid Leave

5 Applications for unpaid leaves of absence, other than child rearing, must be made  
6 in writing no less than six (6) months prior to the effective date of such leave;  
7 notice to return must be made in writing not less than six (6) months prior to the  
8 date of return.

9 9.2 Family Leave

10 Family leave will be granted to all eligible employees consistent with the federal  
11 and state family leave statutes and regulations. Employee benefits will continue  
12 as required by federal and/or state statute during this period.

13 9.3 Child Rearing Leave

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

21 9.4 Leave for Personal Reasons

22 A leave for personal reasons of up to one year may be granted by the Board to a  
23 unit member upon mutual consent.  
24

1 9.5 Leave for Professional Services

2 Leave to serve with NJEA or its affiliates will be granted for one (1) year.

3 9.6 Leave for Study

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

6 9.7 Continuation of Benefits

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

1 **ARTICLE X**

2 Privileges

3  
4 10.1 Tuition Waiver

5 Subject to meeting entrance requirements, each unit member, his/her spouse and  
6 children through age twenty-three (23) will be granted waiver of tuition and  
7 activity fee for Gloucester County College credit courses. These individuals also  
8 shall be eligible for a tuition waiver for non-credit courses, workshops or  
9 seminars as long as there is space available and there is no additional cost to the  
10 College as a result of the waiver. In any instance in which the agreement with a  
11 co-sponsoring organization for an offering prohibits access to courses, that  
12 agreement with the co-sponsor shall govern.

13  
14 10.2 Early Childhood Education Center

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

18 10.3 Tuition Reimbursement

19 The Board of Trustees shall authorize payment to unit members for up to 12 credits  
20 of under-graduate study in the unit member's field of work per fiscal year (July 1 to  
21 June 30). Payment shall be made subject to the following conditions:

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

1 (b) Reimbursement will be on a per credit basis at a rate not to exceed the  
2 Rutgers undergraduate rate and will be contingent upon the successful  
3 completion of course work with a grade of “C” or better or “B” or better for  
4 graduate level courses..

5 (c) Nothing herein precludes approval by the President or his/her designee of  
6 beneficial graduate courses.

7 (d) Upon the attainment of an advanced degree the association member will  
8 receive a one time cash bonus added to their base pay for the following  
9 degrees; Associates - \$250, Bachelor - \$500 or Masters - \$1,000.

10 (e) Employee agrees to be employed for one (1) year following the  
11 conferring of the degree, and that if the employee leaves voluntarily  
12 before completing one (1) year of employment, the employee will  
13 reimburse the College any monies the College has invested in the  
14 employee to obtain said degree.

15 10.4 Parking

16 A parking area for members shall be provided.

17 10.5 Privileges During Leave

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

20 10.6 College ID

21 Each unit member (active or retired) shall be issued a College ID at his/her  
22 request.

23

1 **ARTICLE XI**

2 Vacation for Twelve Month Employees

3  
4 11.1 Vacation

5 Each employee shall have a vacation of fifteen (15) working days per year earned  
6 at a rate of 1.25 days per month of vacation for the first three years of completed  
7 employment. Vacation entitlement thereafter shall be:

8	After 3 years	17 days earned at a rate of 1.42 days per month
9	After 6 years	18 days earned at a rate of 1.50 days per month
10	After 10 years	19 days earned at a rate of 1.58 days per month
11	After 12 years	20 days earned at a rate of 1.66 days per month
12	After 14 years	21 days earned at a rate 1.75 days per month

13 Vacation days are earned pro rata for each month of employment. An employee  
14 may accrue and carry forward up to one year's worth of his/her entitlement of  
15 vacation time into the next fiscal year. This time must be used by June 30 of the  
16 next fiscal year, so that no more than one year's worth of vacation accrual is  
17 carried forward into any subsequent fiscal year. In rare instances, an employee  
18 may carry forward vacation time in excess of the one year's allocation upon  
19 approval of the President.

20 11.2 Vacation Schedule

21 An employee's preference as to the period during which vacation is desired to be  
22 taken shall be given full consideration, but it must be recognized that vacations  
23 must be taken at such times as are consistent with the best interests of the college.  
24

1 **ARTICLE XII**

2 Retirement "Bonus"

3

4 12.1 A retirement "Bonus" shall be based on a payment of \$65 per day for each  
5 accumulated sick day earned during the duration of this contract and \$53 per day  
6 for each day earned under prior contracts providing that the following conditions  
7 are met:

8 (a) The unit member had been employed actively by the College  
9 for twenty (20) years.

10 (b) The unit member must provide at least one year's prior written notice of  
11 intent to retire.

12 (c) The unit member retires under a New Jersey Pension System

13 12.2 If the years of a unit member's active College service is less than 20 but at least 10  
14 full years, then the retirement "bonus" shall be proportional i.e., 11/20, 12/20 etc.  
15 to the maximum as per above.

16 12.3 The unit member may elect to defer the retirement "bonus" compensation up to 12  
17 months from the date of retirement.

18 12.4 Any sick days used by a member during the term of the contract shall be on a  
19 "last in, first out" basis, so that an employee shall first use the sick days carrying a  
20 retirement bonus of \$65 before using the days valued at \$55.

21 12.5 The maximum retirement bonus shall be \$10,000.

1 **ARTICLE XIII**

2 Grievance Procedure

3  
4 13.1 A grievance is a claim or complaint by a unit member, group of unit members or  
5 the Association hereinafter referred to as a Grievant, based upon an event which  
6 affects a condition of employment, discipline or discharge, and/or alleged  
7 violation of which constitutes a misrepresentation or misapplication of any  
8 provision of this Agreement or any existing rule order or regulation of the Board  
9 of Trustees. In the event that a unit member or group of unit members or the  
10 Association believes there is a basis for a grievance, it shall:

- 11 (a) Informally discuss the grievance with the appropriate administrator
- 12 (b) If, as a result of the informal discussion a grievance is unresolved, the  
13 Grievant may invoke the formal grievance procedure on the form  
14 required, signed by the Grievant. Every formal grievance shall be filed  
15 within twenty (20) working days of the occurrence or thereafter be barred.  
16 Two (2) copies of the grievance shall be filed with the President of the  
17 College or a representative designated by the President.
- 18 (c) Within five (5) working days of date of filing, the President of the College  
19 or his/her designee shall meet with the Grievant or his/her representative  
20 in an effort to resolve the grievance. The President of the College or  
21 his/her designee shall indicate his/her disposition of the grievance in  
22 writing within five (5) working days of said meeting.
- 23 (d) If the Grievant is not satisfied with the disposition of the grievance by the

1 President of the College or his/her designee or if no disposition has been  
2 made within the time limits in paragraph (c), the grievance shall be  
3 transmitted within ten (10) working days to the Board of Trustees by the  
4 Grievant by filing a written copy thereof with the Secretary of said Board.  
5 The Board shall, within thirty (30) working days of the date of filing,  
6 either allow the grievance or form a committee and hold a hearing on the  
7 grievance. Should a hearing be held, the Association and the affected unit  
8 members shall be notified in writing no later than five working days after  
9 the hearing of the recommendation from the committee. The Board of  
10 Trustees shall publicly indicate its disposition of the grievance at its next  
11 regularly scheduled meeting after notification to the Association and the  
12 grievant. A grievance based on lack of contract offer by the Board of  
13 Trustees for non-tenured unit members shall be handled per Article V  
14 Section 5.3.

15 (e) If the Association is not satisfied with the disposition of the grievance by  
16 the Board of Trustees the grievance may be submitted to arbitration within  
17 thirty (30) working days before an impartial arbitrator. If the parties  
18 cannot agree on an arbitrator, he/she shall be selected pursuant to the rules  
19 and procedure of the American Arbitration Association, whose rules shall  
20 likewise govern the arbitration proceeding. Neither the Board nor the  
21 Association shall be permitted to assert in such arbitration proceeding any  
22 ground or to rely on any evidence not previously disclosed to the other  
23 part. No more than one (1) substantive issue may be submitted to the

1 arbitrator in a case unless otherwise agreed to in writing by both parties.

2 The arbitrator shall submit a written decision within thirty (30) days of the  
3 hearing setting forth his/her findings of fact, reasoning and conclusions on  
4 the issue submitted. The arbitrator shall have no power to alter, add to or  
5 subtract from the terms of the Agreement. Both parties agree to be bound  
6 by the decision of the arbitrator.

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

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

17 (h) The number of days indicated at each level are to be read as-working days  
18 and should be considered as maximum and every effort should be made to  
19 expedite the process. However, the time limits may be extended by  
20 mutual consent.

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

23 (j) It is agreed that each party shall furnish the other with any information in

- 1                   its possession necessary for the processing of any grievance or complaint.
- 2           (k)    If a unit member or a supervisor has a matter which he/she wishes to
- 3                   discuss with the other, he is free to do so without recourse to the grievance
- 4                   procedure.
- 5           (l)    No grievance shall be adjusted without prior notification to the
- 6                   Association and an opportunity for a Association representative to be
- 7                   present, nor shall any adjustment or a grievance be inconsistent with the
- 8                   terms of this Agreement.
- 9           (m)    A grievance may be withdrawn at any level.

1 13.2 Formal Grievance Procedure Form

2 NAME\_\_\_\_\_

3 POSITION\_\_\_\_\_

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

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

6 NATURE OF GRIEVANCE:

7

8 PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:

9

10

11 SIGNATURE\_\_\_\_\_

12

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

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

15 DISPOSITION:\_\_\_\_\_

16

17 DATE\_\_\_\_\_ SIGNATURE\_\_\_\_\_

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

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

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

21 DISPOSITION:

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

23

1 **ARTICLE XIV**

2 Duration of Agreement

3  
4 14.1 This Agreement incorporates the entire understanding of the parties on all matters  
5 which were or could have been the subject of negotiation and supersedes each and  
6 every provision of all prior contracts between the parties. Except as specified,  
7 neither party shall be required to negotiate with respect to any such matter  
8 whether or not covered by this Agreement and whether or not within the  
9 knowledge or contemplation of either or both of the parties at the time they  
10 negotiated or executed this Agreement.

11 14.2 This Agreement shall be effective starting July 1, 2007 through June 30, 2011  
12 subject to the following:

13 (a) During the month of October 2010 either party may notify the other in  
14 writing of its desire to reopen the Agreement for negotiations for the  
15 subsequent year. Within thirty days of such notice, the duly authorized  
16 representatives designated by the parties will meet.

17 (b) Each unit member shall receive the following base salary increases: 4.0%  
18 on July 1, 2007; 4.0% on July 1, 2008; 4% on July 1, 2009 and 4% on July  
19 1, 2010.

20 (c) Any unit member who teaches under an adjunct contract with the College  
21 shall be granted compensation on an overload basis. The overload  
22 compensation for credit-bearing courses shall be as negotiated in the  
23 Faculty Association contract for 2007-2011.

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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 \_\_\_\_\_ by \_\_\_\_\_  
Chairperson, Board of Trustees Association President

by \_\_\_\_\_ by \_\_\_\_\_  
Secretary, Board of Trustees Association Representative

\_\_\_\_\_ by \_\_\_\_\_  
Dated Association Representative

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**APPENDIX A**  
**GLOUCESTER COUNTY COLLEGE**  
**SALARY SCHEDULE**  
**2007 - 2011**  
**TECHNICAL/ACADEMIC PROFESSIONAL STAFF**

2007-11  
Minimum

**TECHNICIANS:**

Library Technician	\$14.94/hr (\$27,300)
Instructional Technology Technician/Lead	
Media Technician	\$14.94/hr (\$27,300)
Computer Instruction Lab Technician	\$14.94/hr (\$27,300)
Financial Aid Technician	\$14.94/hr (\$27,300)
Admissions Technician	\$14.94/hr (\$27,300)
Special Needs Technician	\$14.94/hr (\$27,300)
Video Production Technician	\$14.94/hr (\$27,300)

**COORDINATORS:**

Admissions/Recruitment	\$28,500
Academic Advisement	\$28,500
Library Services and User Services	\$28,500
Student Activities	\$28,500
EOF	\$28,500

1 **APPENDIX B**

2 **MEMORANDUM OF AGREEMENT**  
3 **BETWEEN**  
4 **GLOUCESTER COUNTY COLLEGE**  
5 **AND**  
6 **GLOUCESTER COUNTY COLLEGE TECHNICAL/ACADEMIC**  
7 **STAFF ASSOCIATION, NJEA**  
8 **Dated: October \_\_, 2006**  
9

10  
11 The Gloucester County College and the Gloucester County College  
12 Technical/Academic Staff Association, NJEA (“Association”) (and collectively referred  
13 to herein as “the Parties”) enter into this Memorandum of Agreement, which sets out the  
14 terms for a new collective bargaining agreement between the parties effective from July  
15 1, 2007 until June 30, 2011.

16  
17 1. The year references in Article 3.7 pertaining to meal allowances shall be changed  
18 to 2007-2011.

19  
20 2. The reference to AFT in Article 9.5 shall be amended to refer to NJEA.

21  
22 3. The “effective date” set out in Article 14.2 shall be changed to July 1, 2007, the  
23 termination date shall be changed to June 30, 2011.

24  
25 4. Subparagraph (a) of Article 14.2 shall be amended to reflect that the month period  
26 for notification of intent to reopen negotiations for a successor contract shall be October  
27 2010.

28  
29 5. Subparagraph (b) of Article 14.2 shall be amended to reflect that each member  
30 shall receive salary increases during the contract period, as follows: 4% on July 1, 2007;  
31 4% on July 1, 2008; 4% on July 1, 2009; 4% on July 1, 2010. The minimums contained  
32 in Appendix A shall not be modified. The overload rate per contact hour set forth in  
33 Article 14.2 (c) shall remain at the July 1, 2006 rate of \$900 during the entire term of the  
34 Collective Bargaining Agreement.

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6. The Association agrees that the College will terminate the State Health Benefits Plan Prescription (Rx) program and enroll in the State Health Plan Medical with a prescription drug major medical reimbursement plan for traditional and NJ Plus participants and a prescription drug co-pay card for HMO participants.

7. It is expressly understood that the College shall have the authority to make the change to the State Health Plan Medical as described in #6 above on January 1, 2007, and to this extent, modify the prescription coverage provided in the Collective Bargaining Agreement between the Parties that expires June 30, 2007.

8. Except as specifically modified by this Memorandum, all of the terms and provisions, including all Appendices thereto, of the Collective Bargaining Agreement between the Parties that expires June 30, 2007, shall continue in full force and effect, without amendment.

9. It is understood that this agreement is conditioned upon ratification by the members of the bargaining unit, and approval by the College's Board of Trustees. All of the members of the Association negotiating committee agree to recommend such ratification. All of the members of the College's negotiating team agree to recommend such approval.

Employer  
Gloucester County College

By:  
Title:  
Date:

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Gloucester County College  
Technical/Academic Staff Association,  
NJEA

By:  
Title:  
Date: