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AGREEMENT
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between

THE BOARD OF TRUSTEES

of

GLOUCESTER COUNTY COLLEGE

and

THE INTERNATIONAL UNION OF
ELECTRICAL, RADIO AND MACHINE WORKERS, AFL-CIO

in behalf of

CLERICAL EMPLOYES

of

GLOUCESTER COUNTY COLLEGE

LOCAL 440-IUE, AFL-CIO



AGREEMENT

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

AND

The International Union of Electrical, Radio and Machine Workers, AFL-CIO, in behalf of the Clerical Employees of Gloucester County College, members of Local 440, IUE, AFL-CIO.

This Agreement entered into this 1st day of July, 1976, by and between the Board of Trustees of Gloucester County College, hereinafter called the Board, and the International Union of Electrical, Radio and Machine Workers, AFL-CIO, hereinafter called the Union, represents a complete agreement between the parties.



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ARTICLE I

GENERAL CONDITIONS

1.1 PURPOSE

It is the intent and purpose of the parties hereto to
set forth herein the Agreement covering rates of pay, hours of
work, and conditions of employment to be observed by the parties
hereto and to secure closer and more harmonious relations between
said parties.

1.2 RECOGNITION

The Board recognizes the International Union of
Electrical, Radio and Machine Workers, AFL-CIO Local 440 as
the exclusive bargaining agent for employees in the secretarial,
clerical and telephone operator categories for the purpose of
collective bargaining in respect to wages, hours and working
conditions.

The term "employees" as used in this agreement shall
include all full-time and regular part-time secretarial and
clerical personnel but excluding those employees in the super-
visory and confidential positions as specified in the list
attached to the PERC certification of representative state-
ment dated March 8, 1972.

1.3 CONTRARY TO LAW

If any provision of this agreement or any application
of this 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 agree-
ment shall continue in full force and effect.

ARTICLE II
RIGHTS OF PARTIES

2.1 RIGHT TO ORGANIZE

1

All present and newly hired employees, covered by this
agreement may on the thirtieth (30th) calendar day of employ-
ment, or thirty (30) days after the effective date of this
agreement, whichever is the later, become members in good
standing of the union and may maintain membership in the union
during the life of this agreement.

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2.2 DISCRIMINATION

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There shall be no discrimination, interference,
restraint, intimidation or coercion by the Board and its
representatives or by the union and its representatives on
account of any employee's sex, race, color, creed, marital
status or national origin.

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There shall be no discrimination against any employee
on account of membership in the union.

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2.3 RIGHTS AND FUNCTION OF MANAGEMENT

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

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It is the prerogative of the Board from time to time
to modify, change, to select and determine all qualifications

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of employees, and the methods by which such qualifications are 1
to be determined; to assign employees as the Board shall in its 2
judgment determine proper; to fix all or any assignments as to 3
wages and hours which need to be uniform. 4

The exercise by the Board of any one or more of its 5
prerogatives, as set forth above, shall not at any time be 6
subject to collective bargaining as provided in the Agreement; 7
subject always to the right of the Union to bargain collec- 8
tively with the Board with respect to salaries, grievances, 9
and other conditions of employment, referred to in the Agree- 10
ment. The Board retains all rights not specifically conferred 11
upon the Union. 12

2.4 CHECKOFF 13

For the duration of this Agreement, the College shall 14
deduct the monthly union dues and initiation fees, if payment 15
is payable, on a pro rata bi-weekly basis, for those employees 16
in the bargaining Union whose written and signed authorization 17
has been obtained by the Union and forwarded to the Office 18
of Personnel Services of Gloucester County College. 19

The College shall forward a check for the total of 20
such deductions to the Financial Secretary of Local 440, IUE 21
by the 15th day of the month following the month for which 22
deductions are made. The following dues deduction authoriza- 23
tion shall be in the form as indicated on Appendix I. 24

2.5 SAFETY CONDITIONS 25

The President of the College or his designee and the 26
Union chairperson or their designee shall comprise The Safety 27
Committee. They shall meet monthly to review safety condi- 28
tions for employees. The recommendations of The Safety 29

Committee shall be forwarded to the Board of Trustees for
consideration.

2.6 BULLETIN BOARDS

The College shall make available to the union a bulletin
board for the purpose of posting official union notices.

2.7 UNION VISITATION

Officers or representatives of the Union (i.e., Presi-
dent, Vice-President, International Representative) shall, upon
notice to the President of the College or his designee, be
admitted to the college during working hours for the purpose
of ascertaining whether or not this agreement is being observed
by the parties or for assisting in the adjustment of grievances.

2.8 ELECTED INTERNATIONAL UNION POSITION

Any one member of this bargaining unit will be granted
a one year unpaid leave of absence to serve in an elected or
designated International Union position. Application for such
leave must be made at least 45 calendar days prior to the
effective date of such leave, and notice of intent to return
must be given at least 45 calendar days prior to expected date
of return. If notice of intent to return is not received
prior to the required date then this shall be understood as
resignation.

A maximum total of five (5) unpaid days for convention
attendance will be granted each year between July 1 and June 30.
No more than one (1) union member may use part of this total
aggregate amount of leave at any one time, and application for
such leave must be made at least thirty (30) days prior thereto.

ARTICLE III

HOURS AND OVERTIME COMPENSATION

3.1 WORK WEEK

The standard work week shall be thirty-five (35) hours per week, Monday through Friday, seven working hours per day, five (5) days per week, exclusive of one hour for lunch.

The College shall not be limited by any provision in this agreement from establishing a standard five-day work week other than Monday through Friday.

Staffing of any other shift will be offered by seniority first per job category. In the event no one accepts, the least senior qualified employee per job category will work the required time.

3.2 REST PERIOD

All employees will be allowed a fifteen (15) minute break in the morning and a fifteen (15) minute break in the afternoon as scheduled by the respective supervisors.

3.3 NOTIFICATION OF CHANGE

The Union shall be notified of any proposed changes in the above working schedule. Any differences or disputes concerning any such proposed changes shall be handled through the grievance procedure.

Except in unusual circumstances when it cannot be anticipated, a Union member will be notified at least one week in advance of a permanent reassignment of duties.

3.4 OVERTIME COMPENSATION

All work performed in excess of thirty-five (35) hours and up to forty (40) hours in the standard work week shall be

paid at the regular straight time rate. 1

All work performed in excess of forty (40) hours or on 2
days other than during a standard work week and on Sundays shall 3
be paid at one and one-half (1-1/2) times the regular straight 4
time rate. All work performed on Board approved holidays shall 5
be paid at two and one-half (2-1/2) times the regular straight 6
time rate. 7

Union members, who have completed a normal work day 8
and are required to return to work for evening assignments, will 9
be entitled to a \$3.00 dinner allowance. 10

3.5 NOTICE FOR OVERTIME 11

If overtime is required, the administration will en- 12
deavor to give notice of twenty-four (24) hours of overtime 13
requirements and notice of forty-eight (48) hours of requested 14
Sunday and holiday overtime. However, such notice shall be at 15
least four (4) hours prior to the commencement of an overtime 16
requirement unless agreed to by the employee. 17

No employee shall be compelled to work overtime on 18
Sundays and holidays. 19

3.6 REPORTING IN 20

Employees who report to work at their regular starting 21
time and have not been given sufficient notice not to report, 22
shall be guaranteed at least seven (7) hours work or pay, 23
except when the inability to provide seven (7) hours work is 24
due to an "act of God" beyond the control of the Board. 25

Employees shall be expected to report to work even 26
though the College is closed for emergencies or inclement 27
weather (per 814), unless notified to the contrary by the 28
Personnel Office. 29

3.7 EXCUSED FOR INJURY 1

If any employee is injured in the performance of their 2
duties during the course of the work day and requires medical 3
or surgical attention, and is advised by medical personnel or 4
the nurse not to return to work that day, they will be paid the 5
balance of the regular work day on which such injury occurs at 6
their regular hourly rate. 7

3.8 PERFORMANCE NOTICE 8

Each union member will be notified in writing of 9
disciplinary violations in performance of assigned duties and 10
shall be entitled to sign such material prior to incorporation 11
in their permanent personnel file, and upon request and at a 12
reasonable time, may see their personnel file. 13

ARTICLE IV

SENIORITY

4.1 DEFINITION

Seniority shall be defined as the employee's length of continuous service beginning with the original date of reporting to work.

4.2 LAYOFF

In the event of a layoff, the least senior employee in the unit shall be laid off first. Recall from layoff shall be accomplished in the inverse order of the layoff.

4.3 RECALL

All employees shall be notified by certified mail, directed to the address of the employee as stated in the College records, to return to work and be allowed five (5) work days in which to report to work after such notice before any loss of seniority occurs.

Employees on layoff shall be recalled to work prior to the Board hiring new employees for the jobs open by the layoffs. Employees shall be eligible for recall when on layoff for a period not to exceed one (1) year.

4.4 SENIORITY FOR UNION OFFICERS

All union officers employed at Gloucester County College (i.e., President and Vice-President of Local 440, Union Chairperson, and Union Shop Steward of GCC), shall be deemed to have super seniority insofar as layoffs are concerned during the term of office to which they are elected. They will be returned to their regular standing on the seniority list upon termination of office.

4.5 TERMINATION

Seniority shall cease upon voluntary termination, discharge
for just cause, and failure to return to work when recalled.

The union chairperson shall be notified immediately of all
discharges.

If a grievance is to be initiated because of a discharge,
it shall be processed commencing with Step 2 of the grievance
procedure.

If any discharge for just cause is found to be unfair or
discriminatory, the employee shall be reinstated with full senior-
ity rights and retroactive pay for all time lost, subject to any
agreement made between the Union and the College authorities or
subject to the decision of an arbitrator.

4.6 MILITARY LEAVE

All military leaves shall be dealt with in accordance with
applicable Federal and Local regulations.

4.7 MATERNITY LEAVE

An employee intending to request maternity leave without
pay shall:

(a) Apply for leave within two weeks of confirmation
of her pregnancy by her attending physician stating
the commencement date of such leave, and the expected
date of her return.

(b) Supply the administration with a statement in
writing, by her attending physician, attesting to her
ability to perform her duties satisfactorily.

(c) Be granted that leave at any time after sixty
(60) days from her application and before the expected

date of birth and continuing to the expected date of 1
return listed on her initial application. 2

(d) At least 60 days prior to the expected date of 3
return listed on her initial application, confirm to the 4
Board that she will return on that date, or apply for an 5
extension for reasons associated with the pregnancy or 6
birth relating to her physical or mental condition and 7
certification of such condition and need by her attending 8
physician. 9

(e) Supply to the administration prior to return to
duty, a statement in writing by her attending physician
attesting to her ability to resume her duties satisfac-
torily.

ARTICLE V

EMPLOYEE BENEFITS

5.1 ANNUAL VACATION

Employees shall receive nine working days of vacation for the first year of employment, earned at the rate of one day per month commencing with the fourth month. After the first full year up to ten (10) full years of service, the employee will receive twelve (12) working days vacation per year earned at the rate of one day per month. Commencing with the eleventh (11th) year of service, the employee will receive fifteen (15) working days vacation per year earned at the rate of one and one-fourth days per month.

Vacation time must be taken in the college fiscal year or within two and one-half months (before September 15) of the year in which it is earned, except that six days may be carried over until September 15 of the following year. In rare instances, vacation may be taken in the year immediately following, at the discretion of the President.

Vacation schedules are the responsibility of the supervisor and should be so arranged that efficiency of the office and the college may be maintained. Seniority will be given consideration in the arrangement of vacation schedules.

5.2 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 supervisors.

Sick leave will be credited to the employee on a

pro rated basis from the time of employment for those starting 1
other than the start of the college fiscal year. 2

5.3 FAMILY ILLNESS 3

Employees may be absent from work because of a serious 4
illness or contagious disease among members of the family 5
residing in the employee's household (family includes father, 6
mother, spouse, and children). Such time is to be charged 7
against sick leave. 8

5.4 BEREAVEMENT 9

A paid bereavement leave of three days maximum will be 10
allowed for each death in the immediate family. Family shall 11
mean: father, mother, siblings, wife, husband, children, 12
step-children and grandchildren. 13

In the event of the death of a member of the family 14
other than those previously listed, a union member may be 15
entitled to one full day to attend the funeral. 16

5.5 HOLIDAYS 17

Holidays for the period of this contract shall be 18
determined by action of the Board. The holidays for the 19
1976-77 school year are indicated on Appendix II. 20

21

5.6 MEDICAL INSURANCE 22

The Board shall provide for each employee, after the 23
first two months of employment, full family coverage under 24
Hospital Service Plan of New Jersey (Blue Cross and Blue Shield) 25
or comparable plan, at least in services and benefit. 26

5.7 PRESCRIPTION PLAN 27

Each employee shall receive Board initiated and 28

funded Blue Cross of New Jersey Prescription Plan (\$1.00 1
Deductible, Co-Pay) at the following rates: 2

<u>Single</u>	<u>Parent/Child</u>	<u>Family</u>	3
\$2.05/per month	\$3.18/per month	\$4.97/per month	4
(Rate figures are for identification of quoted plan 5 and are not binding to cost) 6			

5.8 INSURANCE CARRIER(S) 7

The Board and Union agree to negotiate on the merits 8
of any proposed change in insurance carriers based on the 9
benefits of the proposed plan(s), but not to include compen- 10
sation for a less expensive plan(s). Such negotiation shall be 11
prior to any effective change to a different plan(s). 12

5.9 TUITION WAIVER 13

Following the close of registration for both full and 14
part-time students, employees and their dependents, will be 15
granted entrance, credit and waiver of tuition to any class 16
still open. Dependents shall mean: spouse and children. 17

5.10 PERSONAL LEAVE 18

Employees may be granted two (2) days personal leave 19
with pay for bona fide personal business which cannot be 20
handled outside of regular working hours, such as: 21

- (a) Real estate closing 22
- (b) Marriage of a member of the immediate family 23
- (c) Graduation of a member of the immediate family 24
- (d) Required appearance in court wherein the employee 25
is not in party and suit with the College. 26

Request for such leave shall be in writing, except in the case 27
of an emergency. In a personal emergency situation the 28

employee shall notify the Personnel Office as soon as possible. 1

5.11 JURY DUTY 2

Employees who are required to be absent from work to 3
serve on jury duty shall be paid the difference between the 4
daily jury duty pay and their regular straight time daily pay. 5

ARTICLE VI

GRIEVANCE PROCEDURE

6.1 DEFINITION

A grievance is a claim by an employee, covered by the agreement, that there has been a violation of the agreement. Each grievance filed will be accepted even if the viability is denied.

6.2 STEPS

The procedure for handling a grievance is outlined below. The purpose of this procedure is to secure, at the lowest level, an equitable solution to the claim.

STEP 1

Between the aggrieved employee on one hand and the immediate supervisor on the other hand. If no satisfactory agreement is reached between them in twenty-four (24) clock hours (except on Fridays or holidays when it should carry over to the next working day), the grievance shall be referred to:

STEP 2

The Union representative (or designee) on the one hand and the Controller (or designee) and the immediate supervisor on the other hand. If no satisfactory agreement is reached between them within seven (7) working days, the matter will be reduced in writing and referred to:

STEP 3

A grievance committee composed of the union representative or designee on the one hand and the President of the College or designee on the other hand. If no satisfactory agreement is reached between them within seven (7) days, the matter shall be referred to:

STEP 4

The Board of Trustees or their designees who shall review 1
the grievance and attempt to resolve it to the satisfaction of the 2
aggrieved employee. If no satisfactory agreement is reached within 3
twenty (20) calendar days, the matter shall be dealt with as follows: 4

STEP 5

All differences, disputes or grievance between the parties 5
that are not satisfactorily settled after the steps indicated 6
above, shall at the request of either party be submitted to 7
arbitration within fifteen (15) days to the American Arbitration 8
Association. Neither the Board nor the Union shall be permitted 9
to assert in such arbitration proceeding any ground or to rely on 10
any evidence not previously disclosed to the other party. The 11
arbitrator shall have no power to alter, add to or subtract from 12
the terms of this agreement. 13
14

STEP 6

Copies of the arbitrator's determination shall be given to 15
each party to this contract within thirty (30) days of hearing. 16
17

Acknowledging binding arbitration as the means of resolu- 18
tion for any dispute arising under the terms of this Agreement, 19
the union and all secretaries/clerks shall not cause, engage in, 20
or sanction any strike, slow-down, or other concerted action for 21
the duration of this Agreement because of any dispute or dis- 22
agreement between the College, or its representatives, and the 23
Union, or any and all secretaries/clerks, or between any other 24
persons, or other employees or organizations who are not signa- 25
tory parties to this Agreement. 26

6.3

CONDITIONS

- (a) All time spent, during normal working hours, in the adjustment of grievances and arbitration will be paid at straight time. 1
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3
- (b) The time for meetings or for giving of decisions at each step above may be extended by mutual agreement of the parties involved in the particular or respective steps. 4
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6
- (c) The Union and the Board shall share equally the arbitrator's fee and expenses. 7
8
- (d) The Union and the Board shall have the right to bring in the aggrieved person(s) in any of the above steps of the grievance procedure as outlined above. 9
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- (e) Anything to the contrary notwithstanding, any challenge to the propriety of a discharge must be filed in writing to the Board within five (5) working days from the date of the discharge or the same will be deemed to have been waived. 12
13
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16
- (f) A grievance may be withdrawn at any level. 17

ARTICLE VII
SALARY SCHEDULE

7.1	<u>PER-ANNUM SALARY</u>		1
	<u>LEVEL I:</u>		2
	<u>1976-77 Work Year</u>		3
	1. (a) July 1 thru December 31 - \$6,200.00		4
	1. (b) January 1 thru June 30 - 6,500.00		5
	2. 6,800.00		6
	3. 7,100.00		7
	4. 7,400.00		8
	5. 7,700.00		9
	<u>1977-78 Work Year</u>		10
	1. (a) July 1 thru December 31 - \$6,900.00		11
	1. (b) January 1 thru June 30 - 7,200.00		12
	2. 7,200.00		13
	3. 7,500.00		14
	4. 7,800.00		15
	5. 8,100.00		16
	6. 8,400.00		17
	All Union employees are classified as Level I except as		18
	otherwise noted.		19

<u>LEVEL II:</u>	1
Classification includes:	2
Clerk-Stenographer	3
Keypunch Operator	4
Project Clerk	5
Records Statistics Clerk	6
Secretary	7
Stockroom/Receiving Clerk	8
<u>LEVEL III:</u>	9
Classification includes:	10
Team Coordinator	11
Telecommunications Coordinator	12
7.2 <u>STARTING SALARIES</u>	13
Effective July 1, 1976, minimum starting salary is	14
\$6,200, Level I Classification	15
Effective January 1, 1977, minimum starting salary is	16
\$6,500, Level I Classification.	17
Effective July 1, 1977, minimum starting salary is	18
\$6,900, Level I Classification.	19
Effective January 1, 1978, minimum starting salary is	20
\$7,200, Level I Classification.	21
<hr/> Level II Classification shall receive an additional	22
\$300 salary factor.	23
Level III Classification shall receive an additional	24
\$550 salary factor for the first year of this two (2) year con-	25
tract; this salary factor shall be \$600 for the second year of	26
this agreement.	27

7.3 VACANCY 1

When a position becomes available, current employees 2
will be notified and given consideration. A notice of such 3
position opening will be circulated among employees before 4
notice of the available position is made public. The union 5
shall be informed prior to notifying the individual selected. 6

7.4 NEW EMPLOYEES 7

New employees will be hired at the minimum salary in 8
the given classification for a probationary period of 90 days. 9

7.5 TEMPORARY EMPLOYEES 10

A temporary employee will be considered to achieve 11
probationary status after thirty (30) consecutive work days 12
and will be eligible for Union membership under the terms of 13
this Agreement. 14

ARTICLE VIII

AGREEMENT TERMS

8.1 SCOPE OF AGREEMENT

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

8.2 TERM AND NOTICE

This Agreement shall be effective for the period July 1, 1976 through June 30, 1978. Between April 1, 1978 and April 15, 1978 either party may give written notice to the other of its intention to terminate, modify, or supplement this Agreement. Such negotiations for a subsequent Agreement shall commence no later than fifteen (15) calendar days thereafter.

Board of Trustees

International Union of
Electrical Radio and Machine
Workers, AFL-CIO

by Alberta H. Perry
Chairperson, Board of Trustees

by Michael Batta
International Representative,
IUE, AFL-CIO

by William Lopez
Secretary, Board of Trustees

by Marian E. Tierno
for Local 440, IUE, AFL-CIO

by [Signature]
Chairperson, Negotiations Committee

by Doris D. Fop
for Local 440, IUE, AFL-CIO

by [Signature]
Witness

by John J. Lindsey
Witness

Dated 8/4/76

APPENDIX I

CHECKOFF AUTHORIZAZTION

IUE LOCAL 440

TO: GLOUCESTER COUNTY COLLEGE, Sewell, NJ _____
(Effective Date)

I authorize and direct that you checkoff from my first pay of each month an amount equal to IUE Local 440 membership dues, including initiation fee (if payable) and to promptly remit same to Local 440, International Union of Electrical Workers (Affiliated with the AFL-CIO).

This checkoff is valid and is not revocable until:

- (a) The expiration of contract; or
- (b) One Year from signature.

Revocation shall be in effect only if I give you and Local 440, International Union of Electrical, Radio and Machine Workers written notice by individual certified mail, return receipt requested.

DATE

SIGNATURE

APPENDIX II

GLOUCESTER COUNTY COLLEGE
College Holiday Calendar

1976-77

JULY	5 Monday	Independence Day
SEPTEMBER	6 Monday	Labor Day
OCTOBER	11 Monday	Columbus Day
NOVEMBER	11 Thursday	Veterans' Day
NOVEMBER	25 Thursday	Thanksgiving Day
NOVEMBER	26 Friday	Thanksgiving Holiday
DECEMBER	24 Friday	Christmas Holiday
DECEMBER	31 Friday	New Year's Holiday
JANUARY	14 Friday	Martin Luther King Holiday
FEBRUARY	21 Monday	Presidents' Day
APRIL	8 Friday	Good Friday
MAY	30 Monday	Memorial Day

