

2-0235

THIS IS NOT
A CONTRACT

AGREEMENT BETWEEN
 THE BOARD OF TRUSTEES
 OF
 GLOUCESTER COUNTY COLLEGE
 AND
 THE DIRECTORS GROUP
 WHICH IS AFFILIATED WITH
 I.U.E., AFL-CIO, DISTRICT 3
 1978-1979 1979-1980

12/6/78 - C/130

LIBRARY
 Institute of Management and
 Labor Relations

JAN 17 1979

RUTGERS UNIVERSITY

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AGREEMENT

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

and

The Directors Group which is affiliated with I.U.E.,
AFL-CIO, District 3.

This Agreement entered into this sixth day of December, 1978, by and between the Board of Trustees of Gloucester County College, hereinafter called the Board, and the Directors Group, which is affiliated with IUE, AFL-CIO, District 3, hereinafter called the Directors Group, represents a complete agreement between the parties, and provides that:

1.1 Board Recognition

The Board hereby recognizes the IUE, AFL-CIO, District 3 as the sole and exclusive negotiation representative for all Gloucester County College Directors, excluding the Director of Information Services; Director, Budgeting/Clerical Services and all other personnel not specified as Directors. The term "Director", when used here and after in this Agreement, shall refer to all members of the designated bargaining unit and reference shall include both male and female.

1.2 Contrary to Law

If any provision of this Agreement or any application of the Agreement to any employee or group of employees shall be found contrary to law, then such provision or application shall be void, but all other provisions or applications of this Agree-

| | | |
|-----|---|----|
| | ment shall continue in full force and effect. | 1 |
| 1.3 | <u>Effect by Passage of Law</u> | 2 |
| | Any provision of this contract which is contrary to | 3 |
| | law, but becomes lawful during the life of this contract, | 4 |
| | shall take immediate effect upon the enactment of such | 5 |
| | legislation. | 6 |
| 1.4 | <u>Amendment</u> | 7 |
| | Should the parties agree to an amendment of this Agree- | 8 |
| | ment, such amendment shall be reduced to writing, submitted | 9 |
| | to ratification procedures of the Board and the Directors | 10 |
| | Group, and if ratified, become part of the Agreement. | 11 |
| 1.5 | <u>Released Time for Negotiations</u> | 12 |
| | When mutually determined negotiating meetings are | 13 |
| | planned during the working day, two members of the Bar- | 14 |
| | gaining Unit may be granted released time. | 15 |
| 1.6 | <u>Budget Information</u> | 16 |
| | In order for the Directors Group to represent members, | 17 |
| | the Board will make available to the Directors Group upon | 18 |
| | written request: | 19 |
| | (a) The number of members within the unit and their | 20 |
| | respective titles and salaries | 21 |
| | (b) Other reports within the public domain | 22 |
| 1.7 | <u>Selection of Negotiators</u> | 23 |
| | Neither party in any negotiations shall have any con- | 24 |
| | trol over the selection of the negotiating representatives | 25 |
| | of the other party. Negotiating teams at any one bargaining | 26 |
| | session are not to exceed four members. The parties mutu- | 27 |
| | ally pledge that their representatives shall be clothed | 28 |
| | with all necessary power and authority to make and consider | 29 |

proposals and make counter proposals. Either party may 1
bring in not more than two consultants for a particular 2
item of discussion. 3

1.8 Copies of Agreement 4

Copies of this Agreement shall be reproduced by the 5
Board and distributed to all members of the Directors Group 6
now employed or hereafter employed by the Board for the 7
duration of this Agreement. The Board will supply ten 8
copies to the Directors Group. Bonafide candidates for 9
employment shall be given a copy of the Agreement when the 10
individual is given a Notice of Appointment. 11

1.9 Continuing Consultation 12

The Directors Group will meet with the President and 13
appropriate administrators, once a year, to discuss adminis- 14
tration of this Agreement and/or concerns of mutual interest. 15

ARTICLE II
RIGHTS OF PARTIES

2.1 Right to Organize

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

2.2 Right to Negotiate

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

2.3 Union Business

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

2.4 Use of Facilities and Equipment

The Directors Group may use college facilities and equipment, such as typewriters, mimeographing machines, other duplicating equipment, calculating machines and AV

equipment, at the convenience of the President or his 1
designees. No equipment shall be removed from the premises 2
without written permission. Payment shall be made for any 3
expendable supplies used for Directors Group purposes, and 4
the Directors Group shall be liable for damage to any equip- 5
ment used for said purposes. A request of the Directors 6
Group shall not be unreasonably denied. 7

ARTICLE III

DIRECTORS' ASSIGNMENTS AND RESPONSIBILITIES

- 3.1 Holidays 1
- Holidays for the period of the agreement shall be 2
determined by action of the Board as noted on the Board's 3
adopted yearly calendar. 4
- 3.2 Directors' Working Hours 5
- (a) The usual work week for Directors shall be 40 6
hours over a five consecutive day period, including a 7
one-hour lunch period daily. 8
- (b) It is recognized that Director Group members 9
are required to perform services that may be beyond that 10
which would normally be accomplished within the usual 11
work week. In such situations, compensatory time shall 12
be granted. In all cases, compensatory time must be used 13
within the same fiscal year. 14
- 3.3 Authorized Off-Campus Assignments 15
- If a Director is required or receives approval to 16
make a trip on College business, he or she shall be reim- 17
bursed for the most convenient and economical mode of 18
transportation or the specified auto mileage reimburse- 19
ment. If the College requests that the member use his/her 20
own transportation, he or she shall be reimbursed at the 21
rate of fifteen cents per mile. The College shall provide 22
liability insurance of at least \$300,000 whenever the mem- 23
ber is required to drive on such College business. 24

3.4 Attendance at College Functions 1
Attendance by members at commencement is mandatory, 2
and attendance at a reasonable number of other College 3
functions is encouraged. The College will furnish academic 4
attire when needed, at no cost to the member. 5

3.5 College Handbooks 6
The College Handbooks will not conflict with the terms 7
and conditions specified in this Agreement and nothing 8
herein precludes a member from submitting suggestions. 9

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 1
their file and shall acknowledge by signature having seen 2
same. Such acknowledgement shall not necessarily indicate 3
agreement with the material. Unit members shall have the 4
right to respond to any material placed in the file. 5
Material not so treated shall be removed from the file 6
at the unit member's request, or it shall have no force or 7
effect. 8

(f) Material not in the file may not be used against the 9
employee. 10

(g) Personnel files will be available to the appropriate 11
administrative personnel and Board members when matters of 12
promotion, retention and performance are under discussion. 13

ARTICLE V

CONTRACTS, DISMISSALS AND VACANCIES

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

(b) When the Board of Trustees does not intend to re- 4
appoint a member, notice of non-reappointment shall be 5
given in writing not later than February 10 of the current 6
year of employment. 7

(c) Members will be advised of newly created adminis- 8
trative, supervisory and full-time faculty positions before 9
public announcement is made. A similar procedure will be 10
followed at the time of an official resignation or termina- 11
tion of employment in all administrative and supervisory 12
positions. 13

(d) Lack of appointment to a nontenured position by the 14
Board shall only be for just cause. If the cause is ques- 15
tioned, the matter shall be processed through the grievance 16
procedure except that the Board of Trustees shall act as 17
the Arbitrator in the final and binding step. 18

5.2 Recommendations for Promotion 19

Nothing herein precludes request(s) of a Director 20
who has academic rank from applying through his/her im- 21
mediate supervisor for promotion in academic rank. It is 22
understood that such determination rests solely with the 23
Board. 24

ARTICLE VI
GROUP HEALTH INSURANCE

- 6.1 Medical Insurance 1
The Board of Trustees shall provide for each member 2
full family coverage under Hospital Service Plan of New 3
Jersey (Blue Cross, UCR Blue Shield, Rider "J" and 4
Major Medical). 5
- 6.2 Prescription Plan 6
Each member shall continue to receive Board initiated 7
and funded Blue Cross of New Jersey Prescription Plan 8
(\$1.00 Co-Pay). 9
- 6.3 Insurance Carriers 10
The Board and Directors Group agree to negotiate on 11
the merits of any proposed change in insurance carriers 12
based on the benefits of the proposed plan(s), but not to 13
include compensation for a less expensive plan(s). Such 14
negotiation shall be prior to any effective change to a 15
different plan(s). 16

ARTICLE VII

DIRECTORS' SALARIES AND DEDUCTIONS

| | | |
|-----|--|----|
| 7.1 | <u>Salary</u> | 1 |
| | The salary of members shall be paid bi-weekly for a | 2 |
| | period of twelve months. | 3 |
| 7.2 | <u>Requests for Deductions</u> | 4 |
| | Members may, by executing the proper form as provided | 5 |
| | by the Board, have automatic self payroll deductions for | 6 |
| | any of the following purposes: | 7 |
| | (a) Professional dues | 8 |
| | (b) Government bonds | 9 |
| | (c) Credit Union | 10 |
| | (d) TIAA and CREF retirement programs | 11 |
| | (e) Any professional insurance programs | 12 |
| | (f) Such other as shall be mutually agreed upon by | 13 |
| | the Directors Group and the Board | 14 |

ARTICLE VIII

PAID LEAVES OF ABSENCE

| | | |
|-----|---|----|
| 8.1 | <u>Sick Leave</u> | 1 |
| | Members, steadily employed by the Board of Trustees, | 2 |
| | shall be allowed sick leave with full pay for a period | 3 |
| | of twelve days in any fiscal year. Up to ten days ac- | 4 |
| | cumulated sick leave may be transferred from immediate | 5 |
| | previous educational employment. Unused sick leave shall | 6 |
| | be accumulative, to be used for additional sick leave as | 7 |
| | needed in subsequent years. The Board may require proof | 8 |
| | of illness. | 9 |
| 8.2 | <u>Bereavement</u> | 10 |
| | (a) A paid bereavement leave of three days maximum | 11 |
| | will be allowed for each death in the immediate family. | 12 |
| | Family shall mean: father, mother, siblings, wife, husband, | 13 |
| | children, step-children and grandchildren. Additional leave | 14 |
| | may be granted at the discretion of the President. | 15 |
| | (b) In the event of the death of a member of his or | 16 |
| | her family other than those previously listed, a member | 17 |
| | shall be entitled to one full day to attend the funeral. | 18 |
| 8.3 | <u>Personal Leave</u> | 19 |
| | Leave may be granted by the college for matters which | 20 |
| | cannot be cared for in free time. | 21 |
| 8.4 | <u>Sabbatical Leaves</u> | 22 |
| | Sabbatical leaves shall be granted by the Board, sub- | 23 |
| | ject to the following conditions: | 24 |
| | (a) A member will be eligible for sabbatical after | 25 |

completion of seven years continuous service at the college; 1
or after seven years since his or her last sabbatical leave 2
at the college. 3

(b) Such leave must be applied for during the first 4
semester of the preceding year, with the specific study or 5
research purpose clearly stated in the application. 6

(c) Application shall be submitted to the President. 7

(d) After careful consideration of all applications, 8
the President shall make his recommendation to the Board. 9
Final decision on granting sabbatical leaves shall rest with 10
the Board. 11

(e) Sabbatical leave may be for one or two semesters 12
at half pay. 13

(f) Sabbatical leaves are not subject to the grievance 14
procedure of this Agreement. 15

ARTICLE IX

UNPAID LEAVES OF ABSENCE

9.1 Applications for Unpaid Leave

Applications for unpaid leaves of absence, other than maternity, must be made in writing no less than one semester prior to the effective date of such leave; notice to return must be made in writing no less than one semester prior to the date of return.

9.2 Maternity Leave

A member observing the following procedure shall be granted maternity leave without pay:

(a) Advise the college in writing within thirty (30) calendar days of confirmation of her pregnancy by her attending physician.

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

(c) Advise the administration of the effective date of the leave at least ninety (90) days prior thereto, and the expected date of return.

(d) At least sixty (60) days prior to the expected date of return, confirm to the Board that she will return on that date, or apply for an extension for reasons associated with the pregnancy or birth relating to her physical or mental condition. Such an application shall be accompanied by certification of such condition and need by her attending physician.

(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 satisfactorily.

(f) It is recognized that unforeseen physical or emotional circumstances certified by the attending physician may necessitate changing of one or more of the above dates.

(g) Reappointment of a member shall not be denied on the basis of pregnancy per se, nor does pregnancy presume the necessity of non-tenured reappointment.

9.3 Leave for Personal Reasons

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

9.4 Leave for Professional Services

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

9.5 Leave for Advanced Study

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

9.6 Leave for Fulbright or Exchange Program

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

9.7 Unpaid Leave Benefits

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

ARTICLE X

DIRECTORS' PRIVILEGES

10.1 Tuition Waiver

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

10.2 Early Childhood Education Center

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

10.3 Tuition Reimbursement

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

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

(b) Upon successful completion of course work, reimbursement will be made to a maximum of \$325 per fiscal year 1978-79 and a maximum of \$350 per fiscal year 1979-80.

10.4 Parking

A reserved parking area for members shall be provided.

ARTICLE XI

VACATION FOR DIRECTORS

11.1 Vacation

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

11.2 Vacation Schedule

A member's preference as to the period during which he/she desires to take his/her vacation 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.

11.3 Termination Pay

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

ARTICLE XII

GRIEVANCE PROCEDURE

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

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

(b) If, as a result of the informal discussion a grievance is unresolved, the Grievant may invoke the formal grievance procedure on the form required, signed by the Grievant. Every formal grievance shall be filed within four weeks of the occurrence or thereafter be barred. Two copies of the grievance shall be filed with the President of the college or a representative designated by him.

(c) Within one week of date of filing, the President or his designee shall meet with the Grievant or his representative in an effort to resolve the grievance. The President or his designee shall indicate his disposition of the grievance in writing within one week of said meeting.

(d) If the Grievant is not satisfied with the dis-

position of the grievance by the President or his designee 1
or if no disposition has been made within the time limits 2
in paragraph (c), the grievance shall be transmitted to 3
the Board of Trustees by the Grievant by filing a written 4
copy thereof with the Secretary of said Board. The Board 5
shall, within five calendar weeks of the date of filing, 6
either allow the grievance or hold a hearing on the 7
grievance. No later than one calendar week thereafter, 8
the Board of Trustees shall indicate its disposition of 9
the grievance, in writing, to the Directors Group. 10

(e) If the Union is not satisfied with the disposition 11
of the grievance by the Board of Trustees, or if no disposi- 12
tion has been made within the period provided in paragraph 13
(d), the grievance may be submitted to arbitration before 14
an impartial arbitrator, he shall be selected pursuant to 15
the rules and procedure of the American Arbitration Associ- 16
ation, whose rules shall likewise govern the arbitration 17
proceeding. Neither the Board nor the Union shall be per- 18
mitted to assert in such arbitration proceeding any ground 19
or to rely on any evidence not previously disclosed to the 20
other party. The arbitrator shall have no power to alter, 21
add to or subtract from the terms of the Agreement. Both 22
parties agree to be bound by the decision of the arbitrator. 23

(f) Subject to (g) infra, the fees and expenses of 24
the arbitrator shall be shared equally by the parties. 25

(g) No reprisals of any kind shall be taken against 26
any unit member for participating in any grievance. If 27

any unit member for whom a grievance is filed, processed 1
or sustained shall be found to have been unjustly dis- 2
charged, he or she shall be restored to his or her former 3
position with full reimbursement of all professional com- 4
pensation lost, and in addition the Board shall pay the 5
entire cost of fees and expenses of the arbitrator. How- 6
ever, if the discharge is found to have been justified, 7
the Directors Group shall pay the entire cost of fees and 8
expenses of the arbitrator. 9

(h) The number of days indicated at each level should 10
be considered as maximum and every effort should be made to 11
expedite the process. However, the time limits may be ex- 12
tended by mutual consent. 13

(i) All documents, communications and records dealing 14
with grievances shall be filed separately from the person- 15
nel file of the participants. 16

(j) It is agreed that each party shall furnish the 17
other with any information in its possession necessary for 18
the processing of any grievance or complaint. 19

(k) If a unit member or a supervisor has a matter 20
which he/she wishes to discuss with the other, he/she is 21
free to do so without recourse to the grievance procedure. 22

(l) No grievance shall be adjusted without prior 23
notification to the Directors Group and an opportunity for 24
a Directors Group representative to be present, nor shall 25
any adjustment of a grievance be inconsistent with the 26
terms of this Agreement. 27

(m) A grievance may be withdrawn at any level. 28

Formal Grievance Procedure Form

NAME _____

POSITION _____

DATE OF GRIEVANCE _____

DATE OF FILING _____

NATURE OF GRIEVANCE:

PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:

SIGNATURE _____

DATE RECEIVED BY PRESIDENT _____

DATE OF MEETING WITH GRIEVANT _____

DISPOSITION:

DATE: _____ SIGNATURE _____

DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES _____

DATE GRIEVANCE ALLOWED _____

DATE OF HEARING _____

DISPOSITION:

DATE: _____ SIGNATURE _____

ARTICLE XIII

DURATION OF AGREEMENT

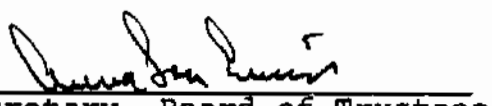
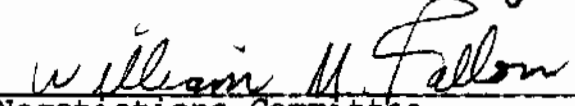
13.1 This Agreement incorporates the entire understanding 1
of the parties on all matters which were or could have been 2
the subject of negotiation and supersedes each and every 3
provision of all prior contracts between the parties. 4
Except as specified, neither party shall be required to 5
negotiate with respect to any such matter whether or not 6
covered by this Agreement and whether or not within the 7
knowledge or contemplation of either or both of the parties 8
at the time they negotiated or executed this Agreement. 9

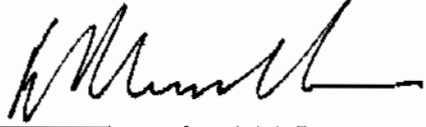
This Agreement shall be effective December 6, 1978, through June 30, 1980, except that:


(a) Salary for the 1978-79 fiscal year shall be retro-active to July 1, 1978, as reflected in Appendix A.

(b) Salary for 1979-80 shall be negotiated commencing in April, 1979.

by  by 
Chairperson, Board of Trustees Chairperson, Directors Group

by  by 
Secretary, Board of Trustees Negotiations Committee

by  by _____
Chairperson, Personnel Comm.

by  by _____
Member, Personnel Comm.

by _____ by _____
Member, Personnel Comm.

Dated 12/6/78

APPENDIX A

GLOUCESTER COUNTY COLLEGE

SALARY SCHEDULE

1978--1979

DIRECTORS' GROUP

TWELVE MONTH EMPLOYEES

| | <u>MINIMUM</u> | <u>MAXIMUM</u> |
|----------|----------------|----------------|
| LEVEL I | \$15,000 | \$22,250 |
| LEVEL II | 13,000 | 20,700 |

- NOTES: (1) Level I positions for 1978-80 are:
- Director, Admissions/Financial Aid
 - Director, Counseling/EOF/Veterans' Affairs
 - Director, Library/Media Services
 - Director, Registration/College Activities
- (2) Level II positions for 1978-80 are:
- Director, College Development
 - Director, Cooperative Education

THIS DOES NOT
CIRCULATE

LIBRARY
Institute of Management and
Labor Relations

APR 27 1979

RUTGERS UNIVERSITY

MODIFICATION ADDENDUM TO

1978-79

1979-1980

AGREEMENT BETWEEN

THE BOARD OF TRUSTEES

OF

GLOUCESTER COUNTY COLLEGE

AND

THE DIRECTORS GROUP

WHICH IS AFFILIATED WITH

I.U.E., AFL-CIO, DISTRICT 3

APPENDIX A

GLOUCESTER COUNTY COLLEGE

Salary Schedule

1979 - 1980

DIRECTORS GROUP

TWELVE MONTH EMPLOYEES

| | <u>MINIMUM</u> | <u>MAXIMUM</u> |
|----------|----------------|----------------|
| LEVEL I | \$16,250 | \$23,500 |
| LEVEL II | 14,250 | 21,950 |

NOTES:

1. LEVEL I POSITIONS:

Director, Admissions/Financial Aid

Director, Counseling/EOF/Veterans

Director, Library/Media Services

Director, Registration/College Activities

2. LEVEL II POSITION:

Director, Cooperative Education

This agreement shall be effective July 1, 1979 through
June 30, 1980.

by [Signature]
Chairperson, Board of Trustees

by Lundell C. Bailey
Chairperson, Directors Unit

by _____
Secretary, Board of Trustees

by Leon D. Boyce
Negotiations Committee

by [Signature]
Chairperson, Personnel Committee

by _____

by Virginia W. Scott
Member, Personnel Committee

by _____

by John C. Haller Jr.
Member, Personnel Committee

by _____

11/7/79
Date

