AGREEMENT

1983 -- 1985



between

THE BOARD OF TRUSTEES

of

GLOUCESTER COUNTY COLLEGE

and

THE DIRECTORS GROUP

WHICH IS AFFILIATED WITH

IUE, AFL-CIO, LOCAL 442

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AGREEMENT	1
Between the Board of Trustees of Gloucester County College,	2
operating under the provision of Public Laws of 1968, Chapter 303, and	3
including Chapter 123 Public Laws 1974 of the State of New Jersey	4
and	5
The Directors Group which is affiliated with I.U.E,	6
AFL-GIO, Local 442	7
This Agreement entered into this first day of February, 1984	8
by and between the Board of Trustees of Gloucester County College,	9
hereinafter called the Board, and the Directors Group, which is affili-	10
ated with IUE, AFL-CIO, Local 442, hereinafter called the Directors	11
Group, represents a complete agreement between the parties, and pro-	12
vides that:	13
1.1 Board Recognition	14
The Board hereby recognizes the IUE, AFL-CIO, Local 442, as the	15
sole and exclusive negotiation representative for all Gloucester	16
County College Directors, excluding Director of Purchasing and	17
Budgeting; Director of Personnel; and all other personnel not	18
specified as Directors. The term "Director," when used here and	19
after in this Agreement, shall refer to all members of the des-	20
ignated bargaining unit and reference shall include both male and	21
female.	22
1.2 Contrary to Law	23
If any provision of this Agreement or any application of the	24
Agreement to any employee or group of employees shall be found	25
contrary to law, then such provision or application shall be void,	26
	27

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

	make and consider proposals and make counter proposals. Either	1
	party may 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 Board and	5
	distributed to all members of the Directors Group now employed or	6
	hereafter employed by the Board for the duration of this Agree-	7
	ment. The Board will supply ten copies to the Directors Group.	8
	Bonafide candidates for employment shall be given a copy of the	9
	Agreement when the individual is given a Notice of Appointment.	10
1.9	Continuing Consultation	11
	The Directors Group will meet with the President and appropriate	12
	administrators, once a year, to discuss administration of this	13
	Agreement and/or concerns of mutual interest.	14
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	ARTICLE II	1
	Rights of Parties	2
2.1	Right to Organize	3
	Nothing contained herein shall be construed to deny or restrict	4
	the rights of members under the New Jersey Statutes Annotated,	5
	Title 18A or other applicable laws and regulations. The rights	6
	granted and duties inferred herein shall be deemed to be in	7
	addition to those provided elsewhere. However, the Board retains	8
	all rights not specifically conferred upon the Directors Group.	9
2.2	Right to Negotiate	10
	Members as described in Article I have the right freely to orga-	11
	mize, join and support the Directors Group for the purpose of	12
	engaging in collective negotiation and other concerted activities	13
	for mutual aid and protection.	14
2.3	Union Business	15
	Duly authorized representatives of the Directors Group shall be	16
	permitted to transact official Union business and conduct meetings	17
	on college property at reasonable times, where such business does	. 18
	not interfere with the operation of the college or with the	19
	performance of the members' duties. No charge shall be made for	20
	the Union's use of college facilities.	21
2.4	Use of Facilities and Equipment	22
	The Directors Group may use college facilities and equipment, such	23
	as typewriters, mimeographing machines, other duplicating equip-	24
	ment, calculating machines and AV equipment, at the convenience of	25
	the President or his designees. No equipment shall be removed	26
	from the premises without written permission. Payment shall be	27

made for any expendable supplies used for Directors Group purposes, and the Directors Group shall be liable for damage to any equipment used for said purposes. A request of the Directors Group shall not be unreasonably denied.

	ARTICLE III	1
	Directors' Assignments and Responsibilities	2
3.1	<u>Holidays</u>	3
	Holidays for the period of the agreement shall be determined by	4
	action of the Board as noted on the Board's adopted yearly	5
	calendar.	6
3.2	Directors' Working Hours	7
	(a) The usual work week for Directors shall be 40 hours over a	8
	five consecutive day period, including a one-hour lunch period	9
	daily.	10
	(b) It is recognized that Director Group members are required to	11
	perform services that may be beyond that which would normally be	12
	accomplished within the usual work week. In such situations,	13
	compensatory time shall be granted. In all cases, compensatory	14
	time must be used within the same fiscal year.	15
3.3	Authorized Off-Campus Assignments	16
	If a Director is required or receives approval to make a trip on	17
	College business, he or she shall be reimbursed for the most	. 18
	convenient and economical mode of transportation or the specified	19
	auto mileage reimbursement. If the College requests that the	20
	member use his/her own transportation, he or she shall be reim-	21
	bursed at the rate of twenty cents per mile. The College shall	22
	provide liability insurance of at least \$300,000 whenever the	23
	member is required to drive on such College business.	24
3.4	Attendance at College Functions	25
	Attendance by members at commencement is mandatory, and attendance	26
	at a reasonable number of other College functions is encouraged.	27

	The College will furnish academic attire when needed, at no cost	1
	to the member.	2
3.5	College Handbooks	3
	The College Handbooks will not conflict with the terms and con-	4
	ditions specified in this Agreement and nothing herein precludes a	5
	member from submitting suggestions.	6
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		ARTICLE IV]
		Personnel Files	2
4.1	(a)	The College shall maintain a personnel file on each employee	3
	whic	th shall include, but not be limited to, the following:	4
	(1)	Personnel information	5
	(2)	Information relating to the employee's accomplishments	6
		submitted by the employee or placed in the file at his	7
		request	8
	(3)	Records generated by the College	9
	(4)	Job description	10
	(5)	Information of a positive nature indicating special	1.3
		achievements, research, performance and contributions.	12
	(b)	The employee may, upon request, examine the individual	13
	pers	sonnel file referred to in 4.1 (a) and photocopy material	14
	ther	ein, within five (5) working days of the initial request, at a	15
	time	e mutually convenient to the administrator in charge and the	16
	unit	member.	17
	(c)	All material requested by the College or supplied by the	18
	emp1	loyee in connection with the employee's original employment	19
	shal	il be maintained in a confidential pre-employment file, which	20
	sha1	Il not be available for examination by the employee.	21
	(d)	The administrator in charge will be responsible for the	22
	safe	ekeeping of the personnel files.	23
	(e)	Unit members shall be shown material to be placed in their	24
	file	and shall acknowledge by signature having seen same. Such	25
	ackn	nowledgment shall not necessarily indicate agreement with the	26
	mate	erial Unit members shall have the right to respond to any	27

material placed in the file. Material not so treated shall be
removed from the file at the unit member's request, or it shall
have no force or effect.
(f) Material not in the file may not be used against the
employee.
(g) Personnel files will be available to the appropriate adminis-
trative personnel and Board members when matters of promotion,
retention and performance are under discussion.
,

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	ARTICLE V	1
	Contracts, Dismissals and Vacancies	2
5.1	(a) Annual contracts stipulating salary shall be issued by March	3
	15. Said contracts are to be signed and returned to the Board of	4
	Trustees no later than March 30.	5
	(b) When the Board of Trustees does not intend to reappoint a	6
	member, notice of non-reappointment shall be given in writing not	7
	later than February 10 of the current year of employment.	8
	(c) Members will be advised of newly created administrative,	9
	supervisory and full-time faculty positions before public an-	10
	nouncement is made. A similar procedure will be followed at the	11
	time of an official resignation or termination of employment in	12
	all administrative and supervisory positions.	13
	(d) Lack of appointment to a non-tenured position by the Board	14
	shall only be for just cause. If the cause is questioned, the	15
	matter shall be processed through the grievance procedure except	16
	that the Board of Trustees shall act as the Arbitrator in the	17
	final and binding step.	18
5.2	Recommendations for Promotion	19
	Nothing herein precludes request(s) of a Director who has academic	20
	rank from applying through his/her immediate supervisor for	21
	promotion in academic rank. It is understood that such determina-	22
	tion rests solely with the Board.	23
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	ARTICLE VI	1
	Group Health Insurance	2
6.1	Medical Insurance	3
	The Board of Trustees shall provide for each member full family	4
	coverage under Hospital Service Plan of New Jersey (Blue Cross,	5
	UCR Blue Shield, Rider "J" and Major Medical).	6
6.2	Prescription Plan	7
	Each member shall continue to receive Board initiated and funded	8
	Blue Cross of New Jersey Prescription Plan (\$1.00 CoPay).	9
6.3	Insurance Carriers	10
	The Board and Directors Group agree to negotiate on the merits of	11
	any proposed change in insurance carriers based on the benefits of	12
	the proposed plan(s), but not to include compensation for a less	13
	expensive plan(s). Such negotiation shall be prior to any effec-	14
	tive change to a different plan(s).	15
6.4	Supplemental Insurance Fund	16
	The Board shall contribute \$150 per unit member to an interest	17
	bearing fund in 1983-84 and 1984-85. Such supplemental insurance	18
	fund shall be jointly administered by the Union's designee and the	19
	Board.	20
6.5	Retiree Coverage	21
	All unit members covered by this agreement on their retirement	22
	from the College shall be eligible for all health insurance	23
	coverage currently in force at the member's expense and at no cost	24
	to the College.	25
		26

	ARTICLE VII]
	Directors' Salaries and Deductions	2
7.1	Salary	3
	The salary of members shall be paid bi-weekly for a period of	4
	twelve months.	5
7.2	Requests for Deductions	6
	Members may, by executing the proper form as provided by the	7
	Board, have automatic self payroll deductions for any of the	8
	following purposes:	9
	(a) Professional dues	10
	(b) Government bonds	11
	(c) Credit Union	12
	(d) TIAA and CREF retirement programs	13
	(e) Any professional insurance programs	14
	(f) Such other as shall be mutually agreed upon by the Directors	15
	Group and the Board	16
7.3	Representation Fee for Non-members	17
	(a) The Union President shall submit to the College personnel	18
	office a list of names of employees covered by this contract who	19
	are not currently dues paying members. The College, in compliance	20
	with State law and this agreement, will deduct from such	21
	employees' pay a representation fee equal to 85% of the amount set	22
	for unit members. (This amount will be determined by the Union	23
	Treasurer, and is to be paid by payroll deduction.)	24
	(b) It is agreed by the parties to this Agreement that the Board	25
	shall have no other obligation or liability, financial or other-	26
	wise, (Other than set forth herein) because of actions arising out	27

of the understandings expressed in the language of this Article.
It is further understood that once the funds deducted are remitted
to the Union, the disposition of such funds thereafter shall be
the sole and exclusive obligation and responsibility of the Union.
(c) The Union shall indemnify and save the Board (and College)
harmless against any and all claims, demands, suits or other forms
of liability including reasonable legal and/or representation fees
resulting from any of the provisions of this Article or in reli-
ance on any list, notice or assignment furnished under this
Article

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

- (b) Such leave must be applied for during the first semester of the preceding year, with the specific study or research purpose clearly stated in the application.
- (c) Application shall be submitted to the President.
- (d) After careful consideration of all applications, the President shall make his recommendation to the Board. Final decision on granting sabbatical leaves shall rest with the Board.
- (e) Sabbatical leave may be for one or two semesters at 60% of regular salary.
- (f) Sabbatical leaves are not subject to the grievance procedure of this Agreement.

	ARTICLE IX	1
	Unpaid Leaves of Absence	2
9.1	Applications for Unpaid Leave	3
	Applications for unpaid leaves of absence, other than child	4
	rearing, must be made in writing not less than one semester prior	5
	to the effective date of such leave; notice to return must be made	6
	in writing not less than one semester prior to the date of return.	7
9.2	Child Rearing Leave	8
	Unit members of either sex shall be granted unpaid leave of	9
	absence up to one (1) year for care of a newborn child under	10
	one-hundred-twenty (120) days of age at the time the leave com-	11
	mences (or for an adopted child less than five (5) years of age)	12
	provided that where possible at least sixty (60) days prior	13
	written notice is given the College. Unit members granted such	14
	leave must return at the start of the next academic year. During	15
	such leave benefits shall be frozen.	16
9.3	Leave for Personal Reasons	17
	A leave for personal reasons may be granted by the Board to a	18
	member upon mutual consent up to one year.	19
9.4	Leave for Professional Services	20
	Leave to serve with IUE, its affiliates or an academic	21
	professional organization shall be granted for one year.	22
9.5	Leave for Advanced Study	23
	Leave for advanced study in the member's field will be granted for	24
	one year.	25
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9.6	Leave for Fulbright or Exchange Program	1
	Leave for one year will be granted to any member upon application	2
	for the purpose of participating in a Fulbright or other educa-	3
	tional exchange program.	4
9.7	Unpaid Leave Benefits	5
	If legal and subject to the benefit plan, the Board shall permit	ϵ
	members on unpaid leaves of absence to continue any and all	7
	benefits at their own expense.	8
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ARTICLE X	1
Directors' Privileges	2
10.1 Tuition Waiver	3
Subject to meeting entrance requirements, each member, his/her	4
spouse (and dependent children through twenty-two (22) years of	5
age) will be granted waiver of tuition and activity fee to credit	6
and non-credit courses at the College. In any instance in which	7
the agreement with a co-sponsoring organization for an offering	8
prohibits access to courses, that agreement with the co-sponsor	9
shall govern.	10
10.2 Early Childhood Education Center	11
Members will be granted the privilege to use the facilities of the	12
Early Childhood Education Center for so long as it continues to	13
exist and in conformity with the rates and rules of such facility.	14
10.3 <u>Tuition Reimbursement</u>	15
The Board of Trustees shall authorize payment to members for	16
graduate study. Payment shall be made subject to the following	17
conditions:	18
(a) Courses must be submitted at least ten (10) days prior to	19
matriculation in such course(s) and are subject to approval by the	20
President or his designee.	21
(b) Upon successful completion of course work, reimbursement will	22
be made to a maximum of \$550.	23
10.4 Parking	24
A reserved parking area for members shall be provided.	25
	26
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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 twelve days may be carried beyond October 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 30 days x base salary. 260 days (5 x 52)		ARTICLE XI	1
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If at the time of termination of employment a Director has accumulated vacation time, he/she shall be compensated for it up to 30 days x base salary.		are consistent with the best interests of the College.	14
accumulated vacation time, he/she shall be compensated for it up to $\frac{30~\mathrm{days}}{260~\mathrm{days}}$ x base salary.	11.3	Termination Pay	15
to <u>30 days</u> x base salary. 260 days		If at the time of termination of employment a Director has	16
260 days		accumulated vacation time, he/she shall be compensated for it up	17
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	ARTICLE XII	1
	Grievance Procedure	2
12.1	A grievance is a claim or complaint by a unit member or a group of	3
	unit members of the Directors Group, hereinafter referred to as a	4
	Grievant, based upon an event which affects a condition of employ-	5
	ment, discipline or discharge, and/or alleged violation of which	6
	constitutes a misrepresentation or misapplication of any provision	7
	of this Agreement or any existing rule, order or regulation of the	8
	Board of Trustees. In the event that a unit member or group of	9
	unit members of the Directors Group believes there is a basis for	10
	a grievance, it shall:	11
	(a) Informally discuss the grievance with the appropriate admin-	12
	istrator.	13
	(b) If, as a result of the informal discussion a grievance is	14
	unresolved, the Grievant may invoke the formal grievance procedure	15
	on the form required, signed by the Grievant. Every formal	16
	grievance shall be filed within four weeks of the occurrence of	17
	thereafter be barred. Two copies of the grievance shall be filed	. 18
	with the President of the College or a representative designated	19
	by him.	20
	(c) Within one week of date of filing, the President or his	21
	designee shall meet with the Grievant or his representative in an	22
	effort to resolve the grievance. The President or his designee	23
	shall indicate his disposition of the grievance in writing within	24
	one week of said meeting.	25
	(d) If the Grievant is not satisfied with the disposition of the	26
	grievance by the President or his designee or if no disposition	27

has been made within the time limits in paragraph (c), the grievance shall be transmitted to the Board of Trustees by the Grievant by filing a written copy thereof with the Secretary of said Board. The Board shall, within five calendar weeks of the date of filing, either allow the grievance or hold a hearing on the grievance. No later than one calendar week thereafter, the Board of Trustees shall indicate its disposition of the grievance, in writing, to the Directors Group.

- (e) If the Union is not satisfied with the disposition of the grievance by the Board of Trustees, or if no disposition has been made within the period provided in paragraph (d), the grievance may be submitted to arbitration before an impartial arbitrator, he shall be selected pursuant to the rules and procedure of the American Arbitration Association, whose rules shall likewise govern the arbitration proceeding. Neither the Board nor the Union shall be permitted to assert in such arbitration proceeding any ground or to rely on any evidence not previously disclosed to the other party. The arbitrator shall have no power to alter, add to or subtract from the terms of the Agreement. Both parties agree to be bound by the decision of the arbitrator.
- (f) Subject to (g) infra, the fees and expenses of the arbitrator shall be shared equally by the parties.
- (g) No reprisals of any kind shall be taken against any unit member for participating in any grievance. If any unit member for whom a grievance if filed, processed or sustained shall be found to have been unjustly discharged, he or she shall be restored to his or her former position with full reimbursement of

- all professional compensation lost, and in addition the Board shall pay the entire cost of fees and expenses of the arbitrator. However, if the discharge is found to have been justified, the Directors Group shall pay the entire cost of fees and expenses of the arbitrator.
- (h) The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. However, the time limits may be extended by mutual consent.
- (1) All documents, communications and records dealing with grievances shall be filed separately from the personnel file of the participants.
- (j) It is agreed that each party shall furnish the other with any information in its possession necessary for the processing of any grievance or complaint.
- (k) If a unit member or a supervisor has a matter which he/she wishes to discuss with the other, he/she is free to do so without recourse to the grievance procedure.
- (1) No grievance shall be adjusted without prior notification to the Directors Group and an opportunity for a Directors Group representative to be present, nor shall any adjustment of a grievance be inconsistent with the terms of this Agreement.
- (m) A grievance may be withdrawn at any level.

Formal Grievance Procedure Form	1
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NAME	3 .
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POSITION	5
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DATE OF GRIEVANCE	7
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DATE OF FILING	9
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NATURE OF GRIEVANCE:	11
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PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:	20
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	25
SIGNATURE	26
	27

DATE RECEIVED BY PRESIDENT		1
		2
DATE OF MEETING WITH GRIEVANT_		3
		4
		5
DISPOSITION		6
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		9
DATE:	SIGNATURE	10
		11
DATE RECEIVED BY SECRETARY OF BOA	ARD OF TRUSTEES	12
		13
DATE GRIEVANCE ALLOWED_		14
		15
DATE OF HEARING		16
		17
DISPOSITION		. 18
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DATE:	SIGNATURE	
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	ARTICLE XIII	
	Duration of Agreement	;
13.1	This Agreement incorporates the entire understanding of the	;
	parties on all matters which were or could have been the subject	á
	of negotiation and supersedes each and every provision of all	
	prior contracts between the parties. Except as specified, neither	(
	party shall be required to negotiate with respect to any such	
	matter whether or not covered by this Agreement and whether or	ð
	not within the knowledge or contemplation of either or both of the	9
	parties at the time they negotiated or executed this Agreement.	10
	This Agreement shall be effective July 1, 1983 through June 30,	1
	1985. Between April 1, 1985 and April 15, 1985 either party may	13
	give written notice to the other of its intention to terminate,	1
	modify, or supplement this Agreement. Such negotiations for a	14
	subsequent Agreement shall commence no later than fifteen (15)	1
	calendar days thereafter.	Į
	(a) Salary for 1983-84 and 1984-85 fiscal years shall be per	17
	Appendix A.	18
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.	Mulliment Des Des	20
by_ Chai	rperson, Board of Trustees International Representative, IUE, AFL-CIO	2
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o la	etary, Board of Trustees President, Local 442, IUE, AFL-CIO	23
3661	etaly, board of frastees figure, botal 442, for, Al of	24
	Syndoll C. / Failey	25
	by Long A Mush	26
Date	d_ February 1, 1984	2

	APPENDIX A	ı			
GLOUCESTER COUNTY COLLEGE					
SALARY SCHEDULE					
	DIRECTORS GROUP	4			
	TWELVE MONTH EMPLOYEES	5			
		6			
	<u>Minimum</u> <u>Max</u>	imum 7			
1983-84		8			
Level I	\$18,865 \$31	,723 9			
Level II	16,544 29	,923 10			
		11			
1984-85		12			
Level [21,000 33	,860 13			
Level II	18,679 32	,020 14			
		15			
Notes:		16			
1.	1. Level I positions:				
Director, Counseling/EOF/GED					
	Director, Library/Media Services	19			
	Director, Registration/Veterans Affairs	20			
2.	Level II positions:	21			
	All others	22			
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