

Agreement between
The Board of Trustees
of Gloucester County College

and

The Gloucester County College
Education Association Support Staff Group
(Full-Time Employees)
which is affiliated with the
New Jersey Education Association

2004-2007

Effective July 1, 2004

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1 **AGREEMENT**

2
3 Between the Board of Trustees of Gloucester County College, operating under the provision of
4 Public Laws of 1974, Chapter 123 of the State of New Jersey

5 and

6 The Gloucester County College Education Association Support Staff Group (Full-Time
7 Employees), Affiliated with the New Jersey Education Association (NJEA).

8
9 This Agreement entered into on July 1, 2004 by and between the Board of Trustees of Gloucester
10 County College, hereinafter called the Board, hereinafter called the Board, and the Gloucester
11 County College Education Association Support Staff Group (Full-Time Employees), Affiliated
12 with the New Jersey Education Association, hereinafter called the Support Staff Association,
13 represents a complete agreement between the parties.

1 **ARTICLE I**

2 **GENERAL CONDITIONS**

3 1.1 **Purpose**

4 It is the intent and purpose of the parties hereto to set forth herein the Agreement covering
5 wages, terms and conditions of employment to be observed by the parties hereto and to
6 secure closer and more harmonious relations between said parties.

7 1.2 **Recognition**

8 The Board recognizes New Jersey Education Association, on behalf of the Clerical
9 Employees of Gloucester County College, as the exclusive bargaining agent for employees
10 in the secretarial, clerical and telephone operator categories for the purpose of collective
11 bargaining in respect to wages, terms and conditions of employment.

12 The term "employees" as used in this agreement shall include all full-time secretarial and
13 clerical personnel but excluding those employees in the supervisory and confidential
14 positions as specified in the PERC determination of September 14, 2001.

15 1.3 **Contrary To Law**

16 If any provision of this agreement or any application of this agreement to any employee or
17 group of employees shall be found contrary to law, then such provision or application shall
18 be void, but all other provisions or applications of this agreement shall continue in full force
19 and effect.

20

1 **ARTICLE II**

2 **RIGHTS OF PARTIES**

3 2.1 **Right to Organize**

4 All present and newly hired employees covered by this Agreement may on the ninetieth
5 (90th) calendar day of employment, or ninety (90) days after the effective date of this
6 Agreement whichever is the later, become members in good standing of the Association and
7 may maintain membership in the Association during the life of this agreement. Any
8 employee who is terminated during the first 90 days of employment is not eligible for the
9 grievance procedure of this agreement.

10 2.2 **Discrimination**

11 There shall be no discrimination, interference, restraining, intimidation or coercion by the
12 Board and its agents or representatives or by the Association and its representatives against
13 any of the employees covered under this Agreement because of their membership or non-
14 membership in the Association or because of any lawful activities by such employees on
15 behalf of the Association. The Association, its members and agents, shall not discriminate
16 against, interfere with, restrain or coerce any employees covered under this Agreement who
17 are not members of the Association.

18 2.3 **Rights and Function of Management**

19 Subject to the provisions of this Agreement, the Association agrees that supervision,
20 management and control of Gloucester County College operations are exclusively the
21 function of the administration and the Board and that the Board has the right to make such

1 reasonable rules and regulations as it considers necessary or advisable for the orderly and
2 efficient conduct of its operations.

3 The Board hereby retains and reserves onto itself, all powers, rights, authority, duties and
4 responsibilities conferred upon and vested in it prior to the signing of this Agreement, by
5 the laws and the constitutions of the State of New Jersey and the United States including,
6 but not limited to the following rights:

7 (a) The executive management and administrative control of Gloucester
8 County College and its properties and facilities and activities of its
9 employees by utilizing personnel, methods, and means of the most
10 appropriate and efficient manner possible, as may, from time to time, be
11 determined by the Employer.

12 (b) To insure compliance with all state and federal laws and regulations
13 governing the operations of the Employer's facility.

14 (c) To make, maintain, and amend such reasonable rules and regulations as
15 it may from time to time deem best for the purposes of maintaining order,
16 the safety of students, employees, and guests and to require compliance by
17 employees.

18 (d) To hire all employees, to determine their qualifications and conditions
19 of continued employment, to set their assignment, and to promote and
20 transfer employees.

- 1 (e) To decide the number and types of employees needed for any particular
2 time and or task and to be in sole charge of the quantity of the work
3 required.
- 4 (f) To suspend, demote, discharge or take any other appropriate
5 disciplinary action against any employee for just cause according to the
6 law and the provision of the collective bargaining agreement.
- 7 (g) To lay off employees in the event of lack of work or funds or under
8 conditions where continuation of such work would be inefficient and non-
9 productive or for other legitimate reason according to the provisions of
10 this collective bargaining agreement.
- 11 (h) The above is subject to the law and the provision of the collective
12 bargaining agreement.

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

18 2.4 Checkoff

19 For the duration of this Agreement, the College shall deduct the monthly Association dues
20 and initiation fees, if payment is payable, on a pro-rata bi-weekly basis, for those employees
21 in the bargaining Association whose written and signed authorization has been obtained by

1 the Association and forwarded to the Office of Human Resources of Gloucester County
2 College.

3 The College shall forward a check for the total of such deductions to the Financial Secretary
4 of the Association by the 15th day of the month following the month for which deductions
5 are made. The following dues deduction authorization shall be in the form as indicated on
6 Appendix I.

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

11 2.5 Representation Fee for Non-Members

12 (a) The Association President shall submit to Human Resources a list of names of
13 employees covered by this contract who are not currently dues paying members.

14 The College, in compliance with State law and this agreement, will deduct a representation
15 fee equal to a percentage of the regular dues as certified on an annual basis by the Union,
16 which shall be remitted to the Union in the same manner as dues. In the case of newly
17 hired employees, deduction of representation fees will begin with the next paycheck
18 following submission of dues check off card or, in lieu thereof, with the next paycheck
19 following a written request by the union to withhold.

20 (b) It is agreed by the parties to this Agreement that the Board shall have no other
21 obligation or liability, financial or otherwise, (other than set forth herein) because of

1 actions arising out of the understandings expressed in the language of this Article. It
2 is further understood that once the funds deducted are remitted to the Association,
3 the disposition of such funds thereafter shall be the sole and exclusive obligation
4 and responsibility of the Association.

5 (c) The Association agrees that it has established or will establish a procedure by which a
6 non-member employee in the unit can challenge the representation fee in accordance
7 with N.J.S.A. 34: 13A-5.6.

8 2.6 Safety Conditions

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

10 2.7 Bulletin Boards

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

13 2.8 Association Visitation

14 Officers or representatives of the NJEA shall, upon notice to the President of the College or
15 his/her designee, be admitted to the College during working hours for the purpose of
16 ascertaining whether or not this Agreement is being observed by the parties or for assisting
17 in the adjustment of grievances.

18 2.9 Elected Association Position

19 Any one member of this bargaining unit will be granted a one year unpaid leave of absence
20 to serve in an elected or designated Association position. Application for such leave must
21 be made at least 45 calendar days prior to the effective date of such leave, and notice of

1 intent to return must be given at least 45 calendar days prior to expected date of return. If
2 notice of intent to return is not received prior to the required date then this shall be
3 understood as resignation.

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

8

1 **ARTICLE III**

2 **HOURS AND OVERTIME COMPENSATION**

3 3.1 **Work Week**

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

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

8 Staffing of any other shift or alternate workdays will be offered by seniority first per job
9 category. In the event no one accepts, the employee with the least seniority in the job
10 category who meets the qualifications for the work will work the required time. Employees
11 who work other shifts or alternate workdays will receive additional compensation in
12 accordance with Section 8.2 of this contract.

13 3.2 **Summer Schedule**

14 The summer schedule will begin the first full week in June and continue through the
15 second week of August. Unit members will have the option to work a four (4) day, 35
16 hour per week, summer schedule. Four (4) day summer schedules must be approved by
17 an immediate supervisor and are subject to change in order to ensure adequate operational
18 coverage.

1 3.3 Rest Period

2 All employees will be allowed a fifteen (15) minute break, one in each half of the workday
3 schedule as scheduled by the respective supervisors.

4 3.4 Notification of Change

5 The Association shall be notified of any proposed changes in the above working schedule.
6 Any differences or disputes concerning any such proposed changes shall be handled through
7 the grievance procedure. Except in unusual circumstances when it cannot be anticipated, an
8 Association member will be notified at least one week in advance of a permanent
9 reassignment of duties.

10 3.5 Overtime Compensation

11 All work performed in excess of thirty-five (35) hours and up to forty (40) hours in the
12 standard work week shall be paid at the regular straight time rate. An employee may elect
13 to earn employee compensatory time in lieu of payment for these straight time hours.
14 Compensatory time may be earned and used only with the prior approval of the
15 supervisor. An employee may “bank” up to 28 hours of compensatory time for future use
16 during a fiscal year; however, all compensatory time must be used by June 30th and
17 cannot be carried forward into the subsequent fiscal year.

18 An employee shall receive a total of 1½ times his or her normal hourly compensation for
19 every hour of work performed in excess of forty (40) hours per week. or performed on
20 days other than the employee’s assigned work week.

1 The College shall pay employees who work the standard work week Monday through
2 Friday, two times the normal compensation for hours worked on Sunday.

3 Individuals who work other than the standard Monday through Friday work week shall
4 receive two times the normal compensation on the seventh consecutive day of work. All
5 work required on Board approved holidays shall be paid holiday pay plus one and one-
6 half (1 ½) times the regular straight time rate for all hours worked on the holiday.

7 Association members, who have completed a normal work day and are required to return to
8 work for evening assignments, will be entitled to a \$10.00 dinner allowance.

9 3.6 Notice For Overtime

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

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

15 3.7 Emergency Closing

16 Full-time employees who are scheduled to work but directed not to report to work due to
17 inclement weather or another emergency situation will be credited with one hour of pay for
18 each hour that he/she is scheduled to work. Employees who are officially dismissed early
19 due to weather or any other situation will be paid for their entire scheduled workday. All
20 full-time employees in active pay status shall be paid for the entire day if the College is
21 closed for the entire day.

1 Emergency closing compensation will be provided unless an Act of God or a
2 regional/national emergency beyond the control of the Board prevents the College from
3 making these payments. It is the employee's responsibility on days of inclement weather to
4 check College designated information sources for College closing information.

5 3.8 Excused For Injury

6 If any employee is injured in the performance of his/her duties during the course of the work
7 day and requires medical or surgical attention, and is advised by medical personnel or the
8 nurse not to return to work that day, he/she will be paid the balance of the regular work day
9 on which such injury occurs at his/her regular hourly rate.

10 3.9 Personnel Files

11 (a) The College shall maintain a Personnel File on each employee which shall include,
12 but not be limited to, the following:

- 13 1. Personnel information;
- 14 2. Information relating to the employee's accomplishments submitted by the
15 employee or placed in the file at his/her request;
- 16 3. Records generated by the College;
- 17 4. Job description;
- 18 5. Disciplinary action notices and
- 19 6. Information indicating special achievements, performance and
20 contributions.

1 (b) The employee may, upon request, examine the individual personnel file referred to
2 in item (a) above and photocopy material therein, within five (5) working days of
3 the initial request, at a time mutually convenient to the administrator in charge and
4 the unit member.

5 (c) Unit members shall be shown material to be placed in their Personnel File and shall
6 acknowledge by signature having seen same. Such acknowledgment shall not
7 necessarily indicate agreement with the material. Unit members shall have the right
8 to respond to any material placed in the file within five (5) days after reviewing such
9 material.

10 (d) Personnel Files will be available to the appropriate personnel and Board members
11 when matters of promotion, retention and performance are under discussion.

12 (e) No employee will be disciplined, reprimanded, or have his/her compensation
13 reduced without just cause.

14 3.10 Response to Evaluation

15 When an employee receives a written evaluation or letter of discipline, then the employee,
16 within five (5) calendar days, may provide his/her immediate supervisor with a written
17 response and the response will also be incorporated into the employee's Personnel File.

1 **ARTICLE IV**

2 **SENIORITY**

3 4.1 **Definition**

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

6 4.2 **Layoff**

7 (a) When reducing the work force, the least senior employee within the job category
8 will be given a two (2) week layoff notice (except in the case of an Act of God) and
9 will be placed up for disposition.

10 (b) An employee not having sufficient seniority to retain a job within his/her job
11 category will be permitted to displace the least senior employee in another job
12 category, seniority permitting, providing the employee can fulfill the requirements
13 of the job.

14 (c) An employee not fulfilling the requirements of the job as outlined in above
15 paragraph B will then be laid off and placed on recall list.

16 4.3 **Recall**

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

20 Employees on layoff shall be recalled to work prior to the Board's hiring new employees for
21 the jobs open by the layoffs. Employees hired after November, 1989 shall be eligible for

1 recall when on layoff for a period equal to one (1) month for each two (2) months of
2 employment but not to exceed a total of eighteen (18) months.

3 4.4 Seniority for Association Officers

4 All Association officers employed at Gloucester County College shall be deemed to have
5 super seniority insofar as layoffs are concerned during the term of office to which they are
6 elected. They will be returned to their regular standing on the seniority list upon
7 termination of office.

8 4.5 Termination

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

11 The Association President shall be notified immediately of all discharges.

12 4.6 Military Leave

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

15 4.7 Family and Medical Leave

16 Eligible employees may be entitled to unpaid leave for their own serious health condition,
17 their serious health condition of certain close family members or to care for a newborn or
18 newly adopted child, pursuant to the Family and Medical Leave Act and or the New Jersey
19 Family Leave Act. Such leaves shall be granted, consistent with these statutes and with
20 College policy. Employee benefits will continue as required by federal and/or state statute
21 during this period.

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4.8 Leave to Care for a Newborn or Newly Adopted Child

The College will provide child rearing leave concurrent with the federal and state family leave programs so that an employee may receive a maximum of one year of unpaid leave for the care of a newborn child under one-hundred-twenty (120) days of age at the time the leave commences (or for an adopted child less than five years of age). Employee benefits will be provided during the time that an employee is covered under the provisions of the federal and state leave programs; thereafter, all benefits and employee seniority will be frozen for the duration of the leave period.

1 **ARTICLE V**

2 **EMPLOYEE BENEFITS**

3 5.1 **Annual Vacation**

4 (a) Employees shall receive ten (10) working days of vacation for the first year of
5 employment, earned at the rate of one day per month commencing with the third
6 month. After the first full year up to five (5) full years of service, the employee will
7 receive twelve (12) working days vacation per year earned at the rate of one (1) day
8 per month. Commencing with the sixth (6th) year of service, the employee will
9 receive fifteen (15) working days vacation per year earned at the rate of one and
10 one-quarter (1.25) days per month. Employees who have completed at least 10
11 years of service shall receive the following vacation entitlement earned pro rata:

<u>Years Completed Service</u>	<u># Days Vacation</u>
10	17 earned at the rate of 1.42 days per month
11	18 earned at the rate of 1.50 days per month
12	19 earned at the rate of 1.58 days per month
13	20 earned at the rate of 1.66 days per month
14 and over	21 earned at the rate of 1.75 days per month

18 (b) An employee may accrue and carry forward up to one year's worth of his/her
19 entitlement of vacation time into the next fiscal year. This time must be used by
20 June 30 of the next fiscal year, so that no more than one year's worth of vacation
21 accrual is carried forward into any subsequent fiscal year. In rare instances, an

1 employee may carry forward vacation time in excess of the one year's allocation
2 upon approval of the President. Vacation schedules are the responsibility of the
3 supervisor and should be so arranged that efficiency of the office and the College
4 may be maintained. Seniority will be given consideration in the arrangement of
5 vacation schedules.

6 5.2 Sick Leave

7 Full-time employees in paid status shall earn one sick day per month, up to a maximum of
8 twelve days per year. If an employee separates employment, he/she will only be credited
9 with the days earned through the separation date.

10 Sick leave is subject to medical verification if requested by Human Resources. Sick leave
11 will be credited to the employee on a pro-rated basis from the time of employment for those
12 starting other than the start of the College fiscal year.

13 5.3 Bereavement

14 A paid bereavement leave of four (4) days maximum will be allowed for each death in the
15 immediate family for the period covering up to seven days from the date of the death.
16 Family shall mean: father, mother, siblings, wife, husband, children, stepchildren,
17 grandchildren, grandparents, mother-in-law, and father-in-law.

18 In the event of the death of a member of the family other than those previously listed, an
19 Association member may be entitled to one full day to attend the funeral. The employee also
20 may use up to three days from accrued sick leave or personal leave to support bereavement
21 leave requirements for these other family members.

1 5.4 Holidays

2 The Board shall designate fourteen (14) holidays annually for full-time twelve-month
3 employees.

4 5.5 Medical Insurance

5 Under the New Jersey State Health Benefits Program, all current employees who have
6 completed their probationary period will be eligible to enroll into the provider plan of
7 their choice at his/her appropriate level of coverage (e.g., single, couple, parent/child or
8 family coverage). The College will administer all health and prescription drug programs
9 in accordance with the requirements and guidelines of the State Health Benefits
10 Commission.

11 5.6 Insurance Carrier(s)

12 The Board reserves the right to change insurance carriers and/or self-insure so long as
13 substantially similar benefits are provided. In the event the Board decides to change
14 insurance carriers and/or self-insure, the matter will first be discussed with representatives
15 of the Association prior to any change, and if the Association does not agree that the
16 benefits to be provided by the new carrier or through self-insurance are substantially similar,
17 the Association may file for arbitration within fifteen (15) calendar days from notification
18 by the Board of its intention to change carriers of self-insure.

19 5.7 Dental Insurance

20 Dental insurance will be provided to each unit member at his/her appropriate level of
21 coverage (e.g., single, couple, parent/child or family coverage) through Delta Dental or a

1 like dental provider. Should a unit member individually elect to expand or increase
2 coverage beyond the coverage levels in place as of 6/30/01, then the unit member will be
3 responsible for any additional cost of the expanded or additional coverage through an
4 employee payroll deduction.

5 5.8 Retiree Coverage

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

13 All unit members hired after June 5, 2002, shall receive the following upon retirement:

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

19 (b) Those with 25 years of service under the New Jersey Retirement Pension Systems
20 shall receive coverage at his/her appropriate level (e.g., single, couple, parent/child
21 or family coverage) as provided under the New Jersey Health Benefits Program and

1 the College's coverage for Dental insurance. The retiree will be responsible for any
2 dental co-payments for expanded services consistent with those for active
3 employees at the time of his/her retirement.

4 5.9 Tuition Waiver

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

12 5.10 Personal Leave

13 Employees may be granted one (1) day personal leave with pay for bona fide personal
14 business which cannot be handled outside of regular working hours, such as:

- 15 (a) Real estate closing.
- 16 (b) Marriage of the unit member or a member of his/her immediate family.
- 17 (c) Graduation of a member of the immediate family.
- 18 (d) Required appearance in court wherein the employee is not in party and suit with
19 the College.

1 Request for such leave shall be in writing not less than five (5) days in advance, except in
2 case of emergency. In a personal emergency situation, the employee shall notify his
3 supervisor as soon as possible.

4 In cases where there is a life threatening illness of a unit member's spouse or child a
5 maximum of three (3) personal days may be utilized provided such illness is certified by an
6 attending physician and further provided that the unit member has unused personal leave
7 days from the prior three years.

8
9 5.11 Jury Duty

10 Employees who are required to be absent from work to serve on jury duty shall be paid their
11 regular straight time daily pay.

12
13 5.12 Make-Up Days

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

18
19 5.13 Notice of Leave Balance

20 Employees shall be given a written accounting of sick leave days and vacation days no later
21 than May 1 of each year.

1 5.14 Tuition Reimbursement

2 The Board of Trustees shall authorize payment to unit members for up to 12 credits of
3 under-graduate study in the unit member's field of work per fiscal year (July 1 to June 30).

4 Payment shall be made subject to the following conditions:

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

7 (b) Reimbursement will be on a per credit basis at a rate not to exceed the Rutgers'
8 undergraduate rate and will be contingent upon the successful completion of course
9 work with a grade of "C" or better or "B" or better for graduate level courses..

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

12 (d) Upon the attainment of an Associates degree the unit member will receive a one
13 time \$250 cash bonus added to their base pay.

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

1 **ARTICLE VI**

2 **RETIREMENT "BONUS"**

3 6.1 The retirement "bonus" shall be based on a payment of \$65 per accumulated sick day;
4 provided that:

5 (a) The employee had been employed actively by the College for at least 20 years.

6 (b) The employee must provide at least six months prior written notice of intent to
7 retire. However, the President may waive this notification requirement in the case
8 of a life-threatening illness.

9 (c) The employee retires under the New Jersey Public Employees' Retirement System.

10 6.2 If the years of an employee's active College service is less than 20 but at least 10 full years,
11 then the retirement "bonus" shall be proportional (i.e., 11/20, 12/20 etc.) to the maximum as
12 per above.

13 6.3 The exception for the proration under section 6.2 above is if the employee is retiring at age
14 62 or older with 15 or more years of active College service. In this circumstance, the
15 employee will receive the full retirement bonus as calculated under section 6.1.

16 6.4 The employee may elect to defer the retirement "bonus" compensation up to 12 months
17 from the date of retirement.

18 6.5 The maximum retirement bonus shall be \$10,000.

19 6.6 In cases where a unit member dies while actively employed and has provided written
20 notification of intent to retire (under section 6.1B), the bonus will be paid to his/her estate.

1 **ARTICLE VII**

2 **GRIEVANCE PROCEDURE**

3 7.1 **Definition**

4 A “grievance” is a claim by an employee, employees or the Association based upon the
5 interpretation, application or violation of this Agreement, policies or administrative
6 decisions affecting an employee or group of employees, except that an appeal to subsequent
7 arbitration may only be based upon violation of the expressed terms of this contract.

8 A “grievant” shall refer to the employee or employees or the Association making the claim
9 on behalf of the employee or group of employees or the Association on behalf of itself.

10 7.2 **Steps**

11 The procedure for handling a grievance is outlined below. The purpose of this procedure is
12 to secure at the lowest level, an equitable solution to the claim. Both parties agree that
13 proceedings will be kept as informal and confidential as may be appropriate at any level of
14 the procedure. The number of days indicated at each level should be considered as a
15 maximum, with every effort made to expedite the process. The time limits specified may,
16 however, be extended by mutual agreement.

17 **Step 1:** A grievant shall meet to discuss a grievance with his/her immediate
18 supervisor within twenty-five (25) working days of the occurrence or thereafter be
19 barred. The Association’s designated representative may be present at this
20 meeting, if requested. The immediate supervisor shall respond to the grievance
21 as soon as possible but not later than five working days from the date that the

1 grievance was discussed. If the immediate supervisor's answer does not resolve
2 the grievance and the employee chooses to pursue the matter further, the grievant
3 shall submit the grievance in writing using the Formal Grievance Procedure Form.

4 This form shall be submitted within five (5) working days from receipt of the
5 Supervisor's response and shall set forth the facts upon which the grievance is
6 based, the section(s) of the agreement where the employee's rights are alleged to
7 have been violated and the remedy or correction sought. As a result of this action,
8 the grievance shall be referred to Step 2.

9 Step 2: If no satisfactory response is received within five (5) working days, the
10 Association representative (or designee) on the one hand and the President (or
11 designee) and the immediate supervisor on the other hand shall meet and discuss
12 the grievance. If no satisfactory agreement is reached between them within five
13 (5) working days of receipt of the grievance form, the matter will be referred to
14 Step 3.

15 Step 3: A Grievance Committee, comprising the Association representative or
16 designee on the one hand and the President of the College (or designee) on the
17 other hand, shall meet in an effort to resolve the grievance. If no satisfactory
18 agreement is reached between them within five (5) working days of receipt of the
19 grievance, the matter shall be referred to Step 4.

20 Step 4: The Grievant shall submit a written copy of the grievance to the Board of
21 Trustees (or designees) through the Secretary of the Board within ten days of the

1 Committee meeting. The Board shall, within (20) working days of the date of
2 filing, either allow the grievance or form a committee and hold a hearing on the
3 grievance. Should a hearing be held, the Grievant shall be notified in writing no
4 later than five working days after the hearing of the recommendation from the
5 committee. The Board of Trustees shall publicly indicate its disposition of the
6 grievance at its next regularly scheduled meeting after notification to the Grievant.

7 Step 5: All differences, disputes or grievances between the parties that are not
8 satisfactorily settled after the steps indicated above shall, at the request of the
9 Association, be submitted to arbitration within fifteen (15) working days to the
10 Public Employment Relations Commission (PERC). The rules of that agency shall
11 apply. Neither the Board nor the Association shall be permitted to assert in such
12 arbitration proceeding any ground or to rely on any evidence not previously
13 disclosed to the other party. The arbitrator shall have no power to alter, add to or
14 subtract from the terms of this agreement. No more than one (1) substantive issue
15 may be submitted to the arbitrator at any proceeding unless agreed to in writing by
16 both parties.

17 The arbitrator shall submit a written decision within thirty (30) days of the close of
18 the hearing setting forth his findings of fact, reasoning and conclusions on the issue
19 submitted. Acknowledging binding arbitration as the means of resolution for any
20 dispute arising under the terms of this Agreement, the Association and all Facilities
21 employees shall not cause, engage in, or sanction any strike, slow-down, or other

1 concerted action for the duration of this Agreement because of any dispute or
2 disagreement between the College, or its representatives, and the Union, or any and
3 all custodial and maintenance employees, or between any other persons, or other
4 employees or organizations who are not signatory parties to this Agreement.

5 7.3 Conditions

- 6 (a) Human Resources shall report all disciplinary actions taken against any bargaining
7 unit member to the President of the Association. The name of the disciplined
8 employee shall only be included with their written consent.
- 9 (b) All time spent, during normal working hours, in the adjustment of grievances and
10 arbitration will be paid at straight time.
- 11 (c) The Union and the Board shall share equally the arbitrator's fee and expenses.
- 12 (d) The Union and the Board shall have the right to bring in the aggrieved person(s) in
13 any of the above steps of the grievance procedure as outlined above.
- 14 (e) Anything to the contrary notwithstanding, any challenge to the propriety of a
15 discharge must be filed in writing to the Board within five (5) working days from
16 the date of the discharge or the same will be deemed to have been waived.
- 17 (f) A grievance may be withdrawn at any level.

1 7.4 Formal Grievance Procedure Form

2 NAME_____

3 POSITION_____

4 DATE OF GRIEVANCE_____

5 DATE OF FILING_____

6 TERM(S) OF CONTRACT VIOLATED _____

7 NATURE OF GRIEVANCE:

8

9

10

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15 REMEDY SOUGHT BY GRIEVANT:

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18

19

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21 SIGNATURE_____

1 STEP 2

2 DATE FILED FOR STEP 2 HEARING: _____

3 DATE STEP 2 HEARING HELD: _____

4 STEP 2 DISPOSITION:

5

6 SIGNATURE _____ DATE: _____

7

8 STEP 3

9 DATE FILED FOR STEP 3 HEARING: _____

10 DATE STEP 3 HEARING HELD: _____

11 STEP 3 DISPOSITION:

12

13 SIGNATURE _____ DATE: _____

14

15 STEP 4

16 DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES _____

17 DATE GRIEVANCE ALLOWED _____ OR

18 DATE HEARING HELD _____

19 DISPOSITION:

20

21 SIGNATURE _____ DATE: _____

1 **ARTICLE VIII**

2 **SALARY SCHEDULE**

3 8.1 Annual Rates of Pay

4 The base hourly rate for all association members shall be increased as follows:

5 July 1, 2004: 4%

6 July 1, 2005 : 4%

7 July 1, 2006 : 4%

8 A member must be on the College's full-time employee payroll as of July 1 to be eligible
9 for the annual increase specified above.

10 All Association employees are classified as Level I except as otherwise noted.

11 **Level II:**

12 Classification includes:

13 Switchboard Operator

14 Buyer Expediter

15 Clerk-Stenographer

16 Data Processing Systems Clerk

17 Project Clerk

18 Secretary

19 Stockroom/Receiving Clerk

20

21

1 Level III:
 2 Classification includes:
 3 Team Coordinator
 4 Bookkeeper/Cashier
 5 Bookkeeper/Typist
 6 Clerk, Information Operations

7 Level IV:
 8 Classification includes;
 9 Team Coordinator

10 8.2 Hiring and Maximum Rates of Pay

11 The following levels shall be established as hiring rates of pay and maximum rates for
 12 pay for unit members:

13 Hiring Rates of Pay

	<u>04-05</u>	<u>05-06</u>	<u>06-07</u>
15 Level I	\$12.36. (\$22,500)	\$12.80 (\$23,300)	\$13.24 (\$24,100)
16 Level II	\$12.80 (\$23,300)	\$13.24 (\$24,100)	\$13.68 (\$24,900)
17 Level III	\$13.24 (\$24,100)	\$13.68 (\$24,900)	\$14.12 (\$25,700)
18 Level IV	\$13.68 (\$24,900)	\$14.12 (\$25,700)	\$14.56 (\$26,500)

19
 20
 21

1 Maximum Rates of Pay

2 04-07

3	Level I	\$23.35 (\$42,500)
4	Level II	\$23.63 (\$43,000)
5	Level III	\$23.90 (\$43,500)
6	Level IV	\$24.18 (\$44,000)

7 Should any employee's salary be below the FY 06 hiring salary as of January 1, 2007,
8 the employee will receive a base adjustment to bring the salary up to the base hiring
9 level.

10 8.3 Shift Differential

11 There shall be a \$500 shift differential for employees who work an alternate shift which
12 may be prorated based on the number of days that the alternate shift is worked.

13 8.4 Vacancies

14 If a job opening within the bargaining unit, the appointment shall be given to the most
15 senior employee who bids, if such senior employee meets established qualifications for the
16 vacant position.

17 8.5 Job Descriptions

- 18 (a) Job duties and job classifications will be established by management.
- 19 (b) Any new or revised job description will be presented to the Association five (5)
20 working days before they are made effective.

1 (c) Changes in terms and conditions of employment or establishment of new or
2 additional functions shall be first negotiated with the Association in accordance
3 with Chapter 123, P.L. 1974.

4 (d) An employee shall receive a salary increase of .44 cents per hour (\$800) if his/her
5 position is reclassified upward by one level. This amount will increase
6 incrementally if the reclassification is more than one level (e.g., the employee shall
7 receive .88 cents per hour (\$1,600) for a two level adjustment). These funds shall
8 be added to the employee's base pay.

9 8.6 New Employees

10 New employees will be hired at the minimum rate of pay in the given classification for a
11 probationary period of 90 days.

12

1 **ARTICLE IX**

2 **AGREEMENT TERMS**

3 9.1 **Scope of Agreement**

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

9 9.2 **Term and Notice**

10 (a) This Agreement shall be effective July 1, 2004 through June 30, 2007. During
11 October 2006 either party may give written notice to the other of its intention to
12 terminate, modify, or supplement this Agreement.

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BOARD OF TRUSTEES

GCCEA

On behalf of SUPPORT STAFF EMPLOYEES

by _____

by _____

Chairperson, Board of Trustees

NJEA Representative

by _____

by _____

Secretary, Board of Trustees

President, GCCEA

DATED _____

by _____