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AGREEMENT BETWEEN

THE BOARD OF TRUSTEES

OF

GLOUCESTER COUNTY COLLEGE

AND

THE GLOUCESTER COUNTY COLLEGE

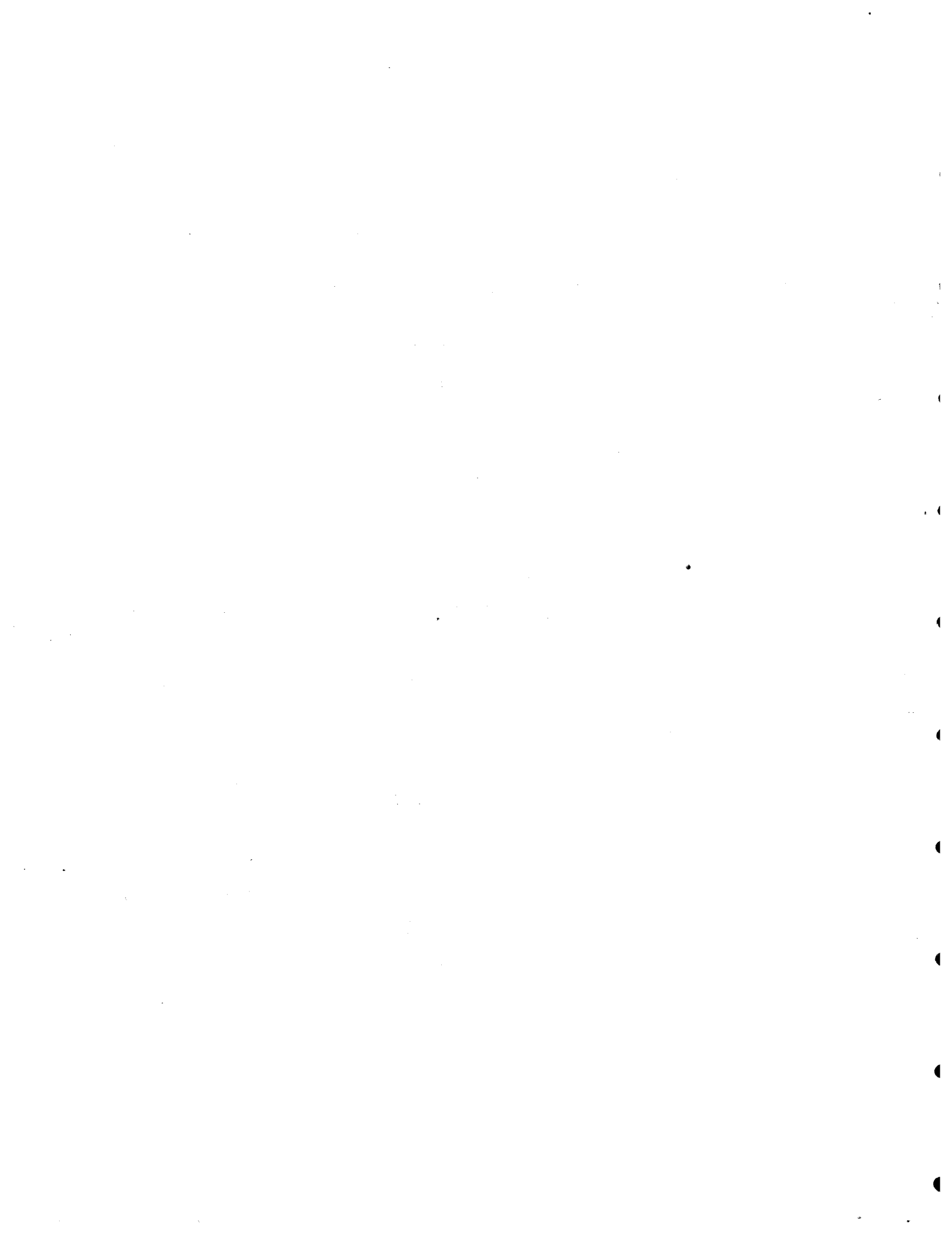
FEDERATION OF TEACHERS

WHICH IS AFFILIATED WITH

AFT, AFL-CIO

1974-1975 1975-1976 1976-1977

7/1/74 - 6/30/77



AGREEMENT

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

and

The Gloucester County College Federation of Teachers

which is affiliated with AFT, AFL-CIO

This Agreement entered into this twenty-third day of September 1974
by and between the Board of Trustees of Gloucester County College,
hereinafter called the Board, and the Gloucester County College Federation of
Teachers, which is affiliated with AFT, AFL-CIO, Local 2338, hereinafter called
the Federation, represents a complete agreement between the parties, and
provides that:

1.1 Board Recognition

The Board hereby recognizes the Federation as the sole and exclusive
negotiation representative for all Gloucester County College Faculty Members,
including full-time teaching staff, student services staff, and librarians, but
excluding the President, the Assistant to the President, Deans, Assistant
Deans, Directors, Division Chairmen, Assistant Division Chairmen, the
Registrar and any faculty member while engaged in service specifically
applicable to the Office of Community Services (except when a credit
course(s) comprises part of a faculty member's basic load or overload
in which case, such service shall be covered by the contract) and such
professional personnel who are or become responsible for supervisory or
evaluative duties with respect to other professional personnel. The term
"faculty", when used here and after in this Agreement, shall refer to all

members of the designated bargaining unit and reference shall include both 1
male and female faculty members. 2

1.2 Contrary to Law 3

If any provision of this agreement or any application of the agreement 4
to any employee or group of employees shall be found contrary to law, then 5
such provision or application shall be void, but all other provisions or appli- 6
cations of this agreement shall continue in full force and effect. 7

1.3 Effect by Passage of Law 8

Any provision of this contract which is contrary to law, but becomes 9
lawful during the life of this contract, shall take immediate effect upon the 10
enactment of such legislation. 11

1.4 Amendment 12

Should the parties agree to an amendment of this agreement, such 13
amendment shall be reduced to writing, submitted to ratification procedures 14
of the Board and the Federation, and if ratified, become part of the agreement. 15

1.5 Released Time for Negotiations 16

When mutually determined negotiating meetings are planned during 17
instructional hours, not more than four members of the Federation Negotiations 18
Team may be granted released time. 19

1.6 Budget Information 20

In order for the Federation to represent faculty members, the Board 21
will make available to the Federation upon written request: 22

(a) The number of faculty members within each salary schedule 23
classification and their appropriate salaries 24

(b) Other reports within the public domain 25

1.7 Selection of Negotiators

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. Negotiating teams at any one bargaining session are not to exceed four members. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make and consider proposals and make counter proposals. Either party may bring in not more than two consultants for a particular item of discussion.

1.8 Copies of Agreement

Copies of this agreement shall be reproduced by the Board and distributed to all members of the faculty now employed or hereafter employed by the Board for the duration of this agreement. The Board will supply ten copies to the Federation. Bonafide candidates for employment shall be given a copy of the agreement.

ARTICLE II

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Rights of Parties

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2.1 Right to Organize

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Nothing contained herein shall be construed to deny or restrict the rights of members of the teaching staff 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 Federation.

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2.2 Right to Negotiate

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

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2.3 Federation Business

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Duly authorized representatives of the Federation shall be permitted to transact official Federation 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 faculty members' duties. No charge shall be made for the Federation's use of College facilities.

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2.4 Use of Facilities and Equipment

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The Federation 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 designees.

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No equipment shall be removed from the premises without written permission. 1
Payment shall be made for any expendable supplies used for Federation purposes, 2
and the Federation shall be liable for damage to any equipment used for said 3
purposes. 4

2.5 Posting of Federation Notices 5

The Federation shall be assigned a bulletin board for its sole use. The 6
Federation shall be permitted to use College mail facilities for the distribution 7
of communications within the College. 8

2.6 Continuing Consultation Clause 9

A committee of three administrators composed of the President (or his 10
designee) and two other college administrators appointed by the President and 11
three representatives of the Federation will meet on three occasions per academ- 12
ic year, during October, February and May to discuss administration of this 13
agreement and/or problems of mutual concern. Initiation can be made by either 14
party requesting a date(s) convenient to both parties and such letter of initia- 15
tion shall suggest agenda items for discussion. 16

The responding party may also suggest additional items for inclusion in 17
the agenda and/or alternate dates. 18

ARTICLE III

Faculty Assignments and Responsibilities

3.1 Academic Calendar

The President shall prepare a tentative academic calendar and submit a copy thereof to the Federation of Teachers at least four weeks prior to submission to the Board. Within two weeks, the Federation of Teachers shall submit in writing its comments and recommendations to the President. The President and the Board shall consider such comments and recommendations before the Board adopts the calendar. No major calendar change from the existing two semester system shall be made during the term of this agreement.

3.2 Working Hours

The basic load assignment of any instructor shall span no more than eight hours from the beginning of the first class to the end of the last class in the same day, and no more than five consecutive days per week. The normal work week will be Monday through Friday, except when weekend assignments are necessary to complete the faculty member's basic load. In this case, the work load shall span no more than five consecutive days. Any extension of this time will be by mutual agreement of the faculty member concerned and the college administration. An overload is not a part of the basic load.

3.3 Faculty Teaching Assignments

(a) Fifteen contact hours will constitute a full load. Within the Nursing Program, the workload shall be mutually determined between the Nursing Faculty Members and the appropriate College Administrative Personnel.

(b) Any faculty member's overload shall not exceed one course per semester.

(Usually, three contact hours, although, in certain cases it is understood that one course may involve more than three contact hours.)

Overload assignments made prior to pre-registration shall be reviewed by Division Chairmen and Division Representatives. Overload assignments made after pre-registration by the Division Chairmen shall be made on a fair and equitable basis. Full-time teaching faculty members shall be given first consideration to all "standard overloads". The usual maximum for summer session courses shall be six contact hours per faculty member.

(c) Acknowledging that innovation and change may require modification of work requirements, then in accordance with the provisions of Chapter 303, Public Law of New Jersey, 1968, the following procedure shall be utilized for determining the appropriate compensation for those faculty members represented by the Federation:

(1) At least twenty calendar days prior to the change, the Federation shall be notified in writing. Within ten (10) calendar days of the time of such notice the Federation President may request in writing a meeting with the College Representatives. This request shall be addressed to the President.

(2) Within five (5) calendar days of receipt of such a request a meeting will be scheduled at mutual convenience between a committee of three members of the Federation and three members for the college.

(3) At this meeting which is to be in session for normally no more than two hours duration, negotiations will be concerned with appropriate compensation. The Federation and College Representatives shall supply the other party with relevant data.

(4) If mutual agreement is not reached at this negotiation session then the Federation shall submit a final offer in writing within five (5) calendar days to the President.

(5) Rejection or acceptance of the Federation's final offer by the President shall be in writing within five (5) calendar days. Rejection shall mean that a member of the bargaining unit will not be required to work any additional time.

(6) Failure by the Federation to adhere to the time specifications in subparagraphs (1) and (4) shall mean waiver of further claim, and failure by the President (or his designee) to adhere to the time requirement in paragraph (5) shall mean acceptance of the Federation's final offer.

3.4 Class Size

It is the policy to limit pupil load per faculty member to a reasonable size, while at the same time encouraging flexibility in scheduling structure to provide for educationally sound innovation.

3.5 Librarians, Audio-Visual Personnel and Counselors Working Hours

The usual work week for librarians, audio-visual personnel and counselors shall be 40 hours over a five consecutive day period, including a one hour lunch period daily.

3.6 Consultation Hours

(a) Each member of the teaching staff shall maintain at least five hours per week for consultation with students. Such hours shall be in addition to his scheduled classes.

(b) Students may make consultation appointments with the faculty member or his secretary.

(c) All office schedules for faculty members for consultation (including off-campus office hours) shall be subject to the approval of the Dean of the College.

(d) For the Nursing faculty members, consultation hours may also be used for collegial consultation and team planning with the Division Chairman's approval.

3.7 Field Trips

(a) A field trip shall be defined as any educational activity, approved by the President or his designee which requires students and faculty members to leave campus. The College shall make every effort to supply transportation for all such field trips. If the College requests that the faculty member use his own transportation and the faculty member agrees, he shall be reimbursed at the rate of twelve cents per mile. The College shall provide liability insurance of at least \$300,000 whenever the faculty member is required to drive on such College business.

(b) If a faculty member is required or receives approval to make a trip on College business, he shall be reimbursed for the most convenient and economical mode of transportation or the above specified auto mileage reimbursement.

(c) Faculty members will be compensated at twelve cents per mile for travel to and from off-campus assignments in excess of the mileage required for a round trip to the College from their homes.

3.8 Attendance at College Functions

Attendance by faculty members at commencement is mandatory, and attendance at a reasonable number of other college functions is encouraged.

The College will furnish academic attire when needed, at no cost to the 1
faculty member. 2

3.9 Textbooks and Other Teaching Materials 3

Each Division Chairman shall secure requests for textbooks and teaching 4
materials from members of his division and collectively reach a decision, and 5
forward the recommendations to the President or his designated representative. 6

3.10 Faculty Schedules 7

Master schedules and individual assignments shall reside with the Dean of 8
the College cooperating with the Division Chairmen. Announcement of a tenta- 9
tive master schedule will be made to the faculty prior to posting and the Division 10
Chairmen shall provide to each faculty member within his Division a scheduling 11
preference form. Conflicts in schedule preference will be resolved by the 12
Division Chairmen in consultation with the affected faculty member(s). If and 13
when changes in the tentative master schedule are necessitated, the Federa- 14
tion representative will be notified. It will be the responsibility of the 15
Federation to notify each affected faculty member of the pending change. 16
Thereafter it will be the responsibility of the faculty member to consult with 17
the Division Chairmen as to the pending schedule changes. 18

3.11 Course Preparation 19

Teaching employees will normally have no more than three different course 20
preparations each semester, unless specifically requested by the employee. 21
Where the nature of course offerings and the number of available full-time 22
teaching employees within the Division prevents the accomplishment of these 23
course preparation guidelines, courses shall be assigned so as to accomplish 24

a minimum number of preparations per employee. 1

3.12 Academic Freedom 2

The Board and Federation subscribe to the following statement on academic 3
freedom: 4

(a) Any faculty member is entitled to full freedom in research and in the 5
publication of the results, subject to the satisfactory performance of his 6
employment duties. 7

(b) Any faculty member is entitled to freedom of discussion in the class- 8
room, provided the discussion is relevant to the course. 9

(c) The faculty member is a citizen, a member of a learned profession, 10
and an employee of an educational institution. When he speaks or writes as 11
a citizen, or exercises his legal or constitutional rights, he shall be free from 12
institutional censorship or discipline. However, in his extra-mural utterances 13
he has an obligation not to permit the implication that he is an institutional 14
spokesman. 15

3.13 Faculty Handbook 16

The Faculty Handbook will not conflict with the terms and conditions 17
specified in this Agreement. 18

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 academic and professional accomplishments submitted by the employee or placed in the file at his request.

(3) Records generated by the College

(4) Information of a positive nature indicating special achievements, research, performance, and contributions of an academic, professional or civic nature

(b) At his request, the employee may examine his file, referred to in 4.1(a) and photocopy anything therein, at a time mutually convenient to the Dean of the College and the faculty member, within five working days of the initial request.

(c) All materials 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 faculty member.

(d) The Dean of the College will be responsible for the safekeeping of the above mentioned personnel files.

(e) Faculty members shall be shown material to be placed in their file and shall acknowledge by signature having seen such. Such acknowledgement shall not necessarily indicate agreement with the material. Faculty members shall

have the right to respond to any material placed in the file. Material not so 1
treated shall be removed from the file at the faculty member's request or it shall 2
have no force and effect. 3

(f) Material not in the file may not be used against the faculty member. 4

(g) Personnel files will continue to be available to the appropriate adminis- 5
trative personnel and board members when matters of promotion, retention and 6
faculty performance are under discussion. 7

ARTICLE V

Contracts, Dismissals and Vacancies

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5.1 Annual contracts stipulating academic rank and salary shall be issued by March 15th. Said contracts are to be signed and returned to the Board of Trustees no later than March 30th.

5.2 When the Board of Trustees does not intend to reappoint a faculty member, notice of non-reappointment shall be given in writing not later than March 1st of the first academic year of service, not later than February 1st of the second and third years of academic service, not later than January 1st of the fourth year of academic service, and not later than December 1st of the fifth year of academic service.

5.3 Each tenured faculty member shall receive an individual contract of continuing employment.

5.4 Each non-tenured faculty member shall be awarded a contract as indicated in 5.1 supra. Such contract shall contain a clause authorizing the Faculty member concerned or the Board of Trustees to be released from the said contract with 30 days' notice to the other party, with salary pro-rated to the date of termination.

5.5 A non-tenured faculty member's non-renewal may only be for just cause. If the cause is questioned the matter shall be processed through the grievance procedure except that the Board of Trustees shall act as Arbitrator in the final and binding step.

5.6 Faculty members will be advised of newly created administrative, supervisory and full-time faculty positions before public announcement is made. A

similar procedure will be followed at the time of an official resignation or 1
termination of employment in all administrative and supervisory positions. 2

ARTICLE VI

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Recommendations for Promotion

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6.1 Professional Standards Committee

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By January 1 of each year a Professional Standards Committee shall be formed. The Committee shall be comprised of three members from among the faculty appointed by the Federation and three members from among the administrators appointed by the President. The Committee shall meet on or before February 1st of each year to consider and by majority vote recommend to the Board qualified and worthy faculty members for promotion in academic rank. The Committee's recommendations shall be transmitted to the Board by the President. Faculty members desiring to be considered for a promotion shall make application to the Professional Standards Committee. Initiation of recommendations for promotion may also emanate from the President.

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6.2 Criteria for Promotion

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The personal qualities to be considered in evaluating members of the faculty for promotion and academic rank are:

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(a) Teaching effectiveness

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(b) Professional development

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(c) Student counseling and guidance

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(d) Contributions to campus life and college sponsored community

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activities

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ARTICLE VII 1

Guidelines for Qualifications for Faculty Rank 2

RANK	EDUCATION	
Lecturer	B.A., B.S., or equivalent	4
Instructor	Master's Degree or equivalent in special fields	5
Assistant Professor	Master's Degree plus 15 acceptable graduate credits or equivalent in special fields	6
Associate Professor	Master's Degree plus 30 acceptable graduate credits or equivalent in special fields	7
Professor	Doctorate or equivalent or Master's Degree with all work completed for Doctorate with exception of dissertation	8

For further clarification: 9

1. It will be highly desirable to have had a minimum of two years teaching or equivalent experience for the rank of Lecturer. To be eligible for the rank of Instructor a candidate should have had at least two years teaching experience or equivalent in related experience. To be eligible for the Assistant Professor rank, a candidate should have had at least four years of teaching or equivalent experience. A candidate for the Associate Professor rank should have had six years of teaching experience and those eligible for the rank of Professor must have had at least eight years of teaching experience. 10
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2. The Board of Trustees upon recommendation of either the President or the Professional Standards Committee, may grant special recognition to any faculty member who has made distinguished contributions to the College. Because of these contributions, rank guidelines may be waived by the Board of Trustees. 18
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3. Faculty members may be employed at salaries higher than the minimum 1
salary for a rank if qualifications are unusual. Such appointments will be made 2
by the Board of Trustees upon the recommendation of the President. 3

4. A candidate is not automatically entitled to placement in the top rank 4
for which his academic and experience credits make him eligible. The President 5
may recommend employment at any rank at or below the level of the noted 6
qualifications. 7

5. Faculty will not be automatically moved into the next rank when the 8
guidelines for that rank are satisfied. Movement from one rank to another is 9
by promotion only. Not more than 20% of the faculty may hold the rank of 10
Professor, and not more than 50% of the faculty may hold the ranks of Professor 11
and Associate Professor. 12

ARTICLE VIII

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Group Health Insurance

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8.1 The Board of Trustees shall provide for each employee full family coverage under New Jersey Public and School Employee Health Benefit Plan.

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8.2 The Board of Trustees will establish a dental insurance program. The individual premium cost will be borne by the individual member and handled as a payroll deduction for the term of this Agreement. Selection of insurance carrier will be by mutual agreement between Board and Federation.

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ARTICLE IX

9.1 The salary of ten-month employees shall be paid bi-weekly for a period of ten months or twelve months, at the option of the employee.

9.2 Librarians shall receive the same salaries for an academic year of ten months as do other ten-month faculty employees in the same ranks. Separate contracts for the summer session may be awarded. Reimbursement for such summer service shall be at the rate of 10% of the employee's base salary for the succeeding academic year.

9.3 The salary schedules and overload rate for ten-month employees for the academic year 1974-75 are incorporated as Appendix A.

9.4 For the academic years 1974-75, 1975-76 and 1976-77, the salary increases for twelve-month employees shall be 120% of the increase granted ten-month faculty members in the same rank, excluding promotions, for each of those years.

9.5 Requests for Deductions

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

- (a) Professional dues
- (b) Government bonds
- (c) Credit Union
- (d) TIAA and CREF retirement programs
- (e) Dental insurance program
- (f) Any professional insurance programs
- (g) Such other as shall be mutually agreed upon by the Federation and

the Board

ARTICLE X
Paid Leaves of Absence

10.1 Sick Leave

Faculty members, steadily employed by the Board of Trustees shall be allowed sick leave with full pay for a period of ten teaching days in any academic year. Twelve-month employees shall be allowed two additional days per year. Up to ten days accumulated sick leave may be transferred from immediate previous educational employment. Sick leave not utilized shall be accumulative, to be used for additional sick leave as needed in subsequent years. The Board may require proof of illness.

10.2 Bereavement

(a) A paid bereavement leave of three days maximum will be allowed for each death in the immediate family. Family shall mean: father, mother, siblings, wife, husband, children, step-children and grandchildren. Additional leave may be granted at the discretion of the President.

(b) In the event of the death of a member of his family other than those previously listed, a faculty member may be entitled to one full day to attend the funeral.

10.3 Personal Leave

Leave may be granted by the college for matters which cannot be cared for in free time.

10.4 Sabbatical Leaves

Sabbatical leaves shall be granted by the Board, subject to the following conditions:

(a) A faculty member will be eligible for sabbatical after completion of

seven years continuous service at the college; or after seven years since
his last sabbatical leave at the college.

(b) Such leave must be applied for during the first semester of the pre-
ceding 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 half pay.

(f) Sabbatical Leaves are not subject to the grievance procedure of this
agreement.

ARTICLE XI

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Unpaid Leaves of Absence

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11.1 Applications for Unpaid Leave

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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.

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11.2 Maternity Leave

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

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

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

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

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(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.

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(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.

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

11.3 Leave for Personal Reasons

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

11.4 Leave for Professional Services

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

11.5 Leave for Advanced Study

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

11.6 Leave for Fulbright or Exchange Teaching

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

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

ARTICLE XII

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Faculty Privileges

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12.1 Tuition Waiver

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Subject to meeting entrance requirements, faculty members, their spouse and children, will be granted waiver of tuition 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.

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12.2 Early Childhood Education Center

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Faculty members will be granted the privilege to utilize 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.

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12.3 Tuition Reimbursement

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

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

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(b) Upon successful completion of course work, reimbursement will be made to a maximum of \$250 per fiscal year.

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12.4 Parking

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A reserved parking area for faculty members shall be provided.

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ARTICLE XIII

Vacation for Twelve Month Employees

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

13.2 An employee's preference as to the period during which he desires to take his 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.

13.3 If at the time of termination of employment a twelve-month employee has accumulated vacation time, he shall be compensated for it up to

30 X base salary.
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ARTICLE XIV

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Grievance Procedure

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14.1 A grievance is a claim or complaint by a faculty member, group of faculty members or the Federation 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 faculty member or group of faculty members or the Federation believes there is a basis for a grievance, it shall:

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(a) Informally discuss the grievance with the Division Chairman or the appropriate administrator.

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(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.

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(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.

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(d) If the Grievant is not satisfied with the disposition of the grievance by the President or his designee or if no disposition 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

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said Board. The Board shall, within five calendar weeks of the date of filing, 1
either allow the grievance or hold a hearing on the grievance. No later than one 2
calendar week thereafter, the Board of Trustees shall indicate its disposition 3
of the grievance, in writing, to the Federation. A grievance based on lack of 4
contract offer by the Board of Trustees for non-tenured faculty members shall be 5
handled per Article V Section 5.5. 6

(e) If the Federation is not satisfied with the disposition of the grievance 7
by the Board of Trustees, or if no disposition has been made within the period 8
provided in paragraph (d), the grievance may be submitted to arbitration before 9
an impartial arbitrator. If the parties cannot agree on an arbitrator, he shall be 10
selected pursuant to the rules and procedure of the American Arbitration Associa- 11
tion, whose rules shall likewise govern the arbitration proceeding. Neither the 12
Board nor the Federation shall be permitted to assert in such arbitration pro- 13
ceeding any ground or to rely on any evidence not previously disclosed to the 14
other party. The arbitrator shall have no power to alter, add to or subtract from 15
the terms of the Agreement. Both parties agree to be bound by the decision of 16
the arbitrator. 17

(f) Subject to (g) infra, the fees and expenses of the arbitrator shall be 18
shared equally by the parties. 19

(g) No reprisals of any kind shall be taken against any faculty member for 20
participating in any grievance. If any faculty member for whom a grievance is 21
filed, processed or sustained shall be found to have been unjustly discharged, 22
he shall be restored to his former position with full reimbursement of all pro- 23
fessional compensation lost, and in addition the Board shall pay the entire cost 24

of fees and expenses of the arbitrator. However, if the discharge is found to have been justified, the Federation shall pay the entire cost of fees and expenses of the arbitration.

(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.

(i) 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 faculty member or a supervisor has a matter which he wishes to discuss with the other, he is free to do so without recourse to the grievance procedure.

(l) No grievance shall be adjusted without prior notification to the Federation and an opportunity for a Federation 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.

14.1 Formal Grievance Procedure Form

NAME _____

POSITION _____

DATE OF GRIEVANCE _____

DATE OF FILING _____

NATURE OF GRIEVANCE:

PREVIOUS ACTION, IF ANY, TAKEN BY GRIEVANT:

SIGNATURE _____

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13

DATE RECEIVED BY PRESIDENT _____

1

DATE OF MEETING WITH GRIEVANT _____

2

DISPOSITION:

3

4

5

DATE: _____

SIGNATURE _____

6

7

DATE RECEIVED BY SECRETARY OF BOARD OF TRUSTEES _____

8

DATE GRIEVANCE ALLOWED _____

9

DATE OF HEARING _____

10

DISPOSITION:

11

12

13

DATE _____

SIGNATURE _____

14

ARTICLE XV

Duration of Agreement

15.1 This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject 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 not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

15.2 This Agreement shall be effective for a period of three (3) years starting July 1, 1974 through June 30, 1977, subject to the following:

Between April 1 and April 15 of each year, either party may notify the other in writing of its desire to reopen the Agreement for negotiations for the subsequent year provided such negotiations shall be limited to:

(a) Salary Schedule, Increment, Overload and Promotion Rate per Appendix A

(b) One additional financial provision per party

Within thirty days of such notice, the duly authorized representatives designated by the parties will meet for the purpose of negotiating the aforementioned items.

15.3 At the conclusion of said three year period, this Agreement shall continue from year to year thereafter unless either party shall, not earlier than October 1, 1976 or later than October 15, 1976 or any subsequent year, give written notice to the other of its intention to terminate, modify, amend or supplement this Agreement.

Within thirty days of such notice, the duly authorized representatives des-
ignated by the parties will meet for the purpose of negotiating the aforementioned
items.

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2
3

by James J. Butzner
Chairman, Board of Trustees

by Joseph Manganello
President, Federation of Teachers

by William E. Spet
Secretary, Board of Trustees

by Henry D. Ryder
Chairman, Negotiations Committee

by John J. Lindsay
Chairman, Negotiations Committee

by Thomas J. McCormack

by John L. Herbert

by Wm. Wm. Hunter

GLOUCESTER COUNTY COLLEGE
 SALARY SCHEDULE 1974 - 1975
 10 Month Employees

BASE	<u>LECTURER</u>	<u>INSTRUCTOR</u>	<u>ASSISTANT</u>	<u>ASSOCIATE</u>	<u>PROFESSOR</u>
1	\$9,400	\$10,200	\$11,450	\$13,050	\$15,100
2	9,760	10,612	11,913	13,565	15,666
3	10,120	11,024	12,376	14,080	16,232
4	10,480	11,436	12,839	14,595	16,798
5	10,840	11,848	13,302	15,110	17,364
6	11,200	12,260	13,765	15,625	17,930
7	11,560	12,672	14,228	16,140	18,496
8	11,920	13,084	14,691	16,655	19,062
9	12,280	13,496	15,154	17,170	19,628
	12,640	13,908	15,617	17,685	20,194

Increments: 360 412 463

* Overload Rate: \$250.00 per contact hour

** Promotion Factor: \$200.00 and increment appropriate to new rank