

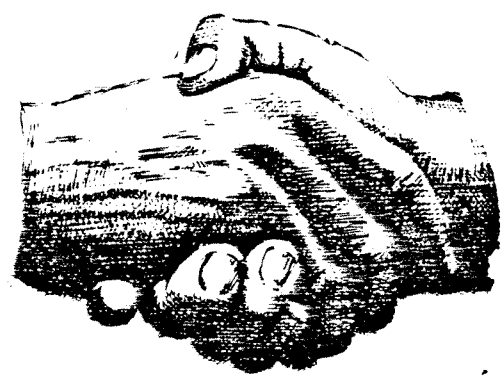
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THIS DOES NOT
CIRCULATE

AGREEMENT

1980 -- 1983



between

THE BOARD OF TRUSTEES

of

GLOUCESTER COUNTY COLLEGE

and

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

in behalf of

MAINTENANCE AND CUSTODIAL EMPLOYEES

of

GLOUCESTER COUNTY COLLEGE

LOCAL 442-IUE, AFL-CIO

LIBRARY
Institute of Management and
Labor Relations

OCT 30 1980

RUTGERS UNIVERSITY





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AGREEMENT

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

AND

The International Union of Electrical, Radio and Machine Workers, AFL-CIO, in behalf of the Maintenance and Custodial Employees of Gloucester County College, members of Local 442, IUE, AFL-CIO.

This Agreement entered into *the first day of October, 1980* between the Board of Trustees of Gloucester County College, hereinafter called the Board, and the International Union of Electrical, Radio and Machine Workers, AFL-CIO, hereinafter called the Union, represents a complete agreement between the parties.

ARTICLE I

GENERAL CONDITIONS

1.1 PURPOSE

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

1.2 RECOGNITION

The Board recognizes the International Union of Electrical, Radio and Machine Workers, AFL-CIO, Local 442, as the exclusive bargaining agent for employees in the custodian, groundsman, maintenance, and fireman/maintenance categories for the purpose of collective bargaining in respect to wages, hours and working conditions.

The term "employees" as used in this agreement shall include all full-time and regular part-time custodian, groundsman, maintenance, and fireman/maintenance personnel but excluding those employees not specified in the list included in the letter of recognition dated April 5, 1974.

1.3 CONTRARY TO LAW

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

ARTICLE II
RIGHTS OF PARTIES

2.1 RIGHT TO ORGANIZE

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

2.2 DISCRIMINATION

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

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

2.3 RIGHTS AND FUNCTION OF MANAGEMENT

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

It is the prerogative of the Board from time to time to modify, change, to select and determine all qualifications of employees, and the methods by which such qualifications are to be determined; to assign employees as the Board shall in its judgment determine proper; to fix all or any assignments as to wages and hours which need to be uniform.

The exercise by the Board of any one or more of its prerogatives, 1
as set forth above, shall not at any time be subject to collective 2
bargaining as provided in this Agreement; subject always to the 3
right of the Union to bargain collectively with the Board with 4
respect to salaries, grievances, and other conditions of employment, 5
referred to in the Agreement. The Board retains all rights not 6
specifically conferred upon the Union. 7

2.4 CHECKOFF 8

For the duration of this Agreement, the College shall deduct the 9
monthly Union dues and initiation fees, if payment is payable, on 10
a pro rata bi-weekly basis, for those employees in the bargaining 11
Union whose written and signed authorization has been obtained by 12
the Union and forwarded to the Office of Personnel Services of 13
Gloucester County College. 14

The College shall forward a check for the total of such deductions 15
to the Financial Secretary of Local 442, IUE by the 15th day of the 16
month following the month for which deductions are made. The 17
following dues deduction authorization shall be in the form as 18
indicated on Appendix I. 19

2.5 REPRESENTATION FEE FOR NON-MEMBERS 20

A. The Union President shall submit to the college personnel 21
office a list of names of employees covered by this contract who 22
are not currently dues paying members. The college, in compliance 23
with State law and this agreement, will deduct from such employee's 24
pay a representation fee equal to 85% of the amount set for Union 25
members. (This amount will be determined by the Union Treasurer, 26
and is to be paid by payroll deduction.) 27

B. It is agreed by the parties to this Agreement that the Board shall have no other obligation or liability, financial or otherwise, (other than set forth herein) because of actions arising out 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 reliance on any list, notice or assignment furnished under this Article.

2.6 SAFETY CONDITIONS

The President of the College or his designee and the Union chairperson or their designee shall comprise The Safety Committee. They shall meet monthly to review safety conditions for employees. The recommendations of the Safety Committee shall be forwarded to the Board of Trustees for consideration.

2.7 BULLETIN BOARDS

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

2.8 UNION VISITATION

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

2.9 ELECTED INTERNATIONAL UNION POSITION

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

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

ARTICLE III

HOURS AND OVERTIME COMPENSATION

3.1 WORK WEEK

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

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

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

3.2 REST PERIOD

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

3.3 NOTIFICATION OF CHANGE

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

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

3.4 OVERTIME COMPENSATION

All work performed in excess of thirty-five (35) hours and up to forty (40) hours in the standard work week shall be paid at the regular straight time rate.

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

3.5 NOTICE FOR OVERTIME

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

No employee shall be compelled to work overtime on holidays.

3.6 REPORTING IN

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

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

3.7 EXCUSED FOR INJURY

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

3.8 PERFORMANCE NOTICE

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

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ARTICLE IV

SENIORITY

4.1 DEFINITION

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

4.2 LAYOFF

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

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

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

4.3 RECALL

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

Employees on layoff shall be recalled to work prior to the Board hiring new employees for the jobs open by the layoffs. Employees shall be eligible for recall when on layoff for a period not to exceed eighteen (18) months.

4.4	<u>SENIORITY FOR UNION OFFICERS</u>	1
	All Union officers employed at Gloucester County College (i.e.,	2
	President and Vice-President of Local 442, Union Chairperson, and	3
	Union Shop Steward of GCC), shall be deemed to have super	4
	seniority insofar as layoffs are concerned during the term of office	5
	to which they are elected. They will be returned to their regular	6
	standing on the seniority list upon termination of office.	7
4.5	<u>TERMINATION</u>	8
	Seniority shall cease upon voluntary termination, discharge for just	9
	cause, and failure to return to work when recalled.	10
	The Union Chairperson shall be notified immediately of discharges.	11
	If a grievance is to be initiated because of a discharge, it shall	12
	be processed commencing with Step 2 of the Grievance procedure.	13
	If any discharge for just cause is found to be unfair or discrimina-	14
	tory, the employee shall be reinstated with full seniority rights	15
	and retroactive pay for all time lost, subject to any agreement made	16
	between the Union and the College authorities or subject to the	17
	decision of an arbitrator.	18
4.6	<u>MILITARY LEAVE</u>	19
	All military leaves shall be dealt with in accordance with	20
	applicable Federal and Local regulations.	21
4.7	<u>CHILD REARING LEAVE</u>	22
	Employees of either sex shall be granted unpaid leave of absence	23
	up to one (1) year for care of a newborn child under one-hundred-	24
	twenty (120) days of age at the time the leave commences (or for an	25
	adopted child less than five (5) years of age) provided that where	26
	possible at least sixty (60) days prior written notice is given the	27
	College. During such leave benefits shall be frozen.	28

ARTICLE V

EMPLOYEE BENEFITS

5.1 ANNUAL VACATION

Employees shall receive ten (10) working days vacation for the first year of employment, earned at the rate of one day per month commencing with the third month. After the first full year up to five (5) full years of service, the employee will receive twelve (12) working days vacation per year earned at the rate of one day per month. Commencing with the sixth (6th) year of service, the employee will receive fifteen (15) working days vacation per year earned at the rate of one and one-fourth (1-1/4) days per month.

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

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

5.2 SICK LEAVE

Employees shall receive twelve (12) days sick leave per year accumulative (i.e., one (1) day per month).

Sick leave is subject to medical verification if requested by supervisors.

	Sick leave will be credited to the employee on a pro rated basis	1
	from the time of employment for those starting other than the start	2
	of the college fiscal year.	3
5.3	<u>FAMILY ILLNESS</u>	4
	Employees may be absent from work because of a serious illness or	5
	contagious disease among members of the family residing in the	6
	employee's household (family includes father, mother, spouse, and	7
	children). Such time is to be charged against sick leave.	8
5.4	<u>BEREAVEMENT</u>	9
	A paid bereavement leave of four (4) days maximum will be allowed	10
	for each death in the immediate family. Family shall mean: father,	11
	mother, siblings, wife, husband, children, step-children, grand-	12
	children, grandparents, mother-in-law, and father-in-law.	13
	In the event of the death of a member of the family other than	14
	those previously listed, a Union member may be entitled to one full	15
	day to attend the funeral.	16
5.5	<u>HOLIDAYS</u>	17
	Holidays for the period of this contract shall be determined by	18
	action of the Board.	19
5.6	<u>MEDICAL INSURANCE</u>	20
	The Board shall provide for each employee, after the first two	21
	months of employment, full family coverage under Hospital Service	22
	Plan of New Jersey (Blue Cross and Blue Shield) or comparable plan,	23
	at least in services and benefit.	24
5.7	<u>PRESCRIPTION PLAN</u>	25
	Each employee shall receive Board initiated and funded Blue Cross	26
	of New Jersey Prescription Plan (\$1.00 Deductible, Co-Pay).	27

5.8	<u>INSURANCE CARRIER(S)</u>	1
	The Board and Union agree to negotiate on the merits of any proposed	2
	change in insurance carriers based on the benefits of the proposed	3
	plan(s), but not to include compensation for a less expensive	4
	plan(s). Such negotiation shall be prior to any effective change	5
	to a different plan(s).	6
5.9	<u>SUPPLEMENTAL INSURANCE FUND</u>	7
	The Board shall contribute \$150 per unit member to an interest	8
	bearing fund in 1981-82 and an additional \$150 per unit member in	9
	1982-83. Such supplemental insurance fund shall be jointly	10
	administered by the Union designee and the Board.	11
5.10	<u>RETIREE COVERAGE</u>	12
	All unit members covered by this agreement on their retirement from	13
	the College shall be eligible for all health insurance coverage	14
	currently in force at the member's expense and at no cost to the	15
	College.	16
5.11	<u>TUITION WAIVER</u>	17
	Following the close of registration for both full and part-time	18
	students, employees and their dependents, will be granted entrance,	19
	credit and waiver of tuition and activity fee to any class still	20
	open. Dependents shall mean: Spouse and children.	21
5.12	<u>PERSONAL LEAVE</u>	22
	Employees may be granted two (2) days personal leave with pay for	23
	bona fide personal business which cannot be handled outside of	24
	regular working hours, such as:	25
	A. Real estate closing	26
	B. Marriage of the unit member or a member of his/her immediate	27
	family	28

- C. Graduation of a member of the immediate family 1
- D. Required appearance in court wherein the employee is not in 2
party and suit with the College 3

Request for such leave shall be in writing, except in the case of 4
an emergency. In a personal emergency situation the employee shall 5
notify the Personnel Office as soon as possible. 6

5.13 JURY DUTY 7

Employees who are required to be absent from work to serve on jury 8
duty shall be paid the difference between the daily jury duty pay 9
and their regular straight time daily pay. 10

ARTICLE VI

GRIEVANCE PROCEDURE

6.1 DEFINITION

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

6.2 STEPS

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

STEP 1

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

STEP 2

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

STEP 3

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

STEP 4 1

The Board of Trustees (or designees) who shall review the grievance 2
and attempt to resolve it to the satisfaction of the aggrieved 3
employee. If no satisfactory agreement is reached within twenty (20) 4
calendar days, the matter shall be dealt with as follows: 5

STEP 5 6

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

STEP 6 16

Copies of the arbitrator's determination shall be given to each 17
party to this contract within thirty (30) days of hearing. 18

Acknowledging binding arbitration as the means of resolution for 19
any dispute arising under the terms of this Agreement, the Union 20
and all custodial and maintenance employees shall not cause, engage 21
in, or sanction any strike, slow-down, or other concerted action 22
for the duration of this Agreement because of any dispute or dis- 23
agreement between the College, or its representatives, and the 24
Union, or any and all custodial and maintenance employees, or 25
between any other persons, or other employees or organizations who 26
are not signatory parties to this Agreement. 27

6.3	<u>CONDITIONS</u>	1
	A. All time spent, during normal working hours, in the adjustment of grievances and arbitration will be paid at straight time.	2 3
	B. The time for meetings or for giving of decisions at each step above may be extended by mutual agreement of the parties involved in the particular or respective steps.	4 5 6
	C. The Union and the Board shall share equally the arbitrator's fee and expenses.	7 8
	D. The Union and the Board shall have the right to bring in the aggrieved person(s) in any of the above steps of the grievance procedure as outlined above.	9 10 11
	E. Anything to the contrary notwithstanding, any challenge to the propriety of a discharge must be filed in writing to the Board within five (5) working days from the date of the discharge or the same will be deemed to have been waived.	12 13 14 15
	F. A grievance may be withdrawn at any level.	16

ARTICLE VII
SALARY SCHEDULE

7.1	<u>PER-ANNUM SALARY</u>		1
	<u>Effective July 1, 1980</u>	<u>Effective July 1, 1981</u>	2
	A. <u>Custodian</u>		3
	1. \$10,100	1. \$10,900	4
	B. <u>Groundsman</u>		5
	1. \$10,210	1. \$11,020	6
	C. <u>Maintenance</u>		7
	1. \$12,416	1. \$13,432	8
	D. <u>Fireman/Maintenance</u>		9
	1. \$12,725	1. \$13,750	10
	NOTE 1: Those employees above rates per job classification		11
	are classified "red circle" rates (2).		12
	NOTE 2: Fireman/Maintenance employees are required to		13
	maintain a Black Seal License.		14
	Custodial, Maintenance, and Fireman/Maintenance personnel assigned		15
	to the night shifts will receive a night time differential rate		16
	as follows:		17
	A. Effective July 1, 1980, \$275 per annum, pro rated, per night		18
	shift assignment.		19
7.2	<u>VACANCIES</u>		20
	If a job opening occurs in a higher pay classification within the		21
	bargaining unit, then the appointment shall be given to the most		22
	senior employee who bids, if such senior employee meets established		23
	qualifications for the vacant position.		24

7.2	If an employee in a higher pay classification wishes to bid	1
	for a lower pay classification vacancy then such employee shall	2
	be given that position at the appropriate rate for that level (if	3
	qualified) prior to appointing new hires.	4
7.3	<u>NEW EMPLOYEES</u>	5
	New employees will be hired at the minimum salary in the given	6
	classification for a probationary period of 90 days.	7
7.4	<u>TEMPORARY EMPLOYEES</u>	8
	A temporary employee will be considered to achieve probationary	9
	status after thirty (30) consecutive work days and will be eligible	10
	for Union membership under the terms of this Agreement.	11
7.5	<u>JOB DESCRIPTIONS</u>	12
	A. Job duties and job classifications will be established by	13
	management.	14
	B. Any new or revised job description will be presented to the	15
	Union five (5) working days before they are made effective.	16
	C. Changes in terms and conditions of employment or establishment	17
	of new or additional functions shall be first negotiated with the	18
	Union in accordance with Chapter 123, P.L. 1974.	19

ARTICLE VIII
AGREEMENT TERMS

8.1 SCOPE OF AGREEMENT

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

8.2 TERM AND NOTICE

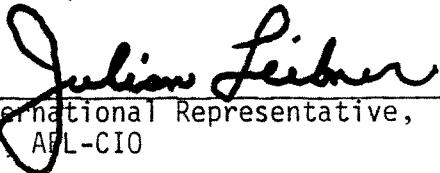
A. For 1982-83 negotiations shall be limited to a salary reopener as well as one (1) article of choice for each party. Such article shall not encompass an item specifically modified for 1982-83 as a result of these negotiations.

B. This Agreement shall be effective for the period July 1, 1980 through June 30, 1983. Between April 1, 1983 and April 15, 1983 either party may give written notice to the other of its intention to terminate, modify, or supplement this Agreement. Such negotiations for a subsequent Agreement shall commence no later than fifteen (15) calendar days thereafter.

BOARD OF TRUSTEES

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

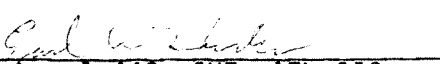
by 
Chairperson, Board of Trustees

by 
International Representative,
IUE AFL-CIO

by 
Secretary, Board of Trustees

by 
for Local 442 President

DATED 10/1/80

by 
for Local 442, IUE, AFL-CIO

APPENDIX I
CHECKOFF AUTHORIZATION
IUE LOCAL 442

TO: GLOUCESTER COUNTY COLLEGE, Sewell, New Jersey _____
(Name of College and Location) (Effective Date)

I authorize and direct that you checkoff from my first pay of each month an amount equal to IUE Local 442 membership dues, including initiation fee (if payable) and to promptly remit same to Local 442 International Union of Electrical Workers (Affiliated with the AFL-CIO).

This checkoff is valid and is not revocable until:

- A. The expiration of contract; or
- B. One Year from signature

Revocation shall be in effect only if I give you and Local 442, International Union of Electrical, Radio and Machine Workers written notice by individual certified mail, return receipt requested.

Date

Signature

