
Agreement

1992 - 1995

between
THE BOARD OF TRUSTEES
of
GLOUCESTER COUNTY COLLEGE
and
THE INTERNATIONAL UNION OF
ELECTRICAL, RADIO AND MACHINE WORKERS, AFL-CIO
in behalf of
CLERICAL EMPLOYEES
of
GLOUCESTER COUNTY COLLEGE
LOCAL 442-IUE, AFL-CIO



Gloucester
County College

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void, but all other provisions or applications of this agreement shall continue in full force and effect.

1 necessary or advisable for the orderly and efficient conduct
2 of its operations.

3 The Board hereby retains and reserves onto itself, all powers,
4 rights, authority, duties and responsibilities conferred upon
5 and vested in it prior to the signing of this Agreement, by
6 the laws and the constitutions of the State of New Jersey and
7 the United States.

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

16 2.4 CHECKOFF

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

23 The College shall forward a check for the total of such
24 deductions to the Financial Secretary of Local 442, IUE by the
25 15th day of the month following the month for which deductions
26 are made. The following dues deduction authorization shall be

1 in the form as indicated on Appendix I.

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

8 2.5 REPRESENTATION FEE FOR NON-MEMBERS

9 A. The Union President shall submit to the college Personnel
10 Office a list of names of employees covered by this contract
11 who are not currently dues paying members. The College, in
12 compliance with State law and this Agreement, will deduct from
13 such employees' pay a representation fee equal to 85% of the
14 amount set for Union members. (This amount will be determined
15 by the Union Treasurer, and is to be paid by payroll
16 deduction.)

17 B. It is agreed by the parties to this Agreement that the
18 Board shall have no other obligation or liability, financial
19 or otherwise, (other than set forth herein) because of actions
20 arising out of the understandings expressed in the language of
21 this Article. It is further understood that once the funds
22 deducted are remitted to the Union, the disposition of such
23 funds thereafter shall be the sole and exclusive obligation
24 and responsibility of the Union.

25 C. The IUE agrees that it has established or will establish
26 a procedure by which a non-member employee in the unit can

1 challenge the representation fee in accordance with N.J.S.A.
2 34: 13A-5.6.

3 2.6 SAFETY CONDITIONS

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

10 2.7 BULLETIN BOARDS

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

13 2.8 UNION VISITATION

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

21 2.9 ELECTED INTERNATIONAL UNION POSITION

22 Any one member of this bargaining unit will be granted a one
23 year unpaid leave of absence to serve in an elected or
24 designated International Union position. Application for such
25 leave must be made at least 45 calendar days prior to the
26 effective date of such leave, and notice of intent to return

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

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

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
5 week, Monday through Friday, seven working hours per day, five
6 (5) days per week, exclusive of one hour for lunch.

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

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

14 3.2 REST PERIOD

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

18 3.3 NOTIFICATION OF CHANGE

19 The Union shall be notified of any proposed changes in the
20 above working schedule. Any differences or disputes
21 concerning any such proposed changes shall be handled through
22 the grievance procedure. Except in unusual circumstances when
23 it cannot be anticipated, a Union member will be notified at
24 least one week in advance of a permanent reassignment of
25 duties.

1 3.4 OVERTIME COMPENSATION

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

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

11 Union members, who have completed a normal work day and are
12 required to return to work for evening assignments, will be
13 entitled to a \$7.50 dinner allowance. Compensatory time for
14 such evening work assignments shall be scheduled at a time
15 approved by the employee's supervisor and shall be
16 proportionate to the appropriate amount of time to which the
17 employee is entitled. If the employee elects not to receive
18 such compensatory time, then compensation shall be in payment
19 as appropriate.

20 3.5 NOTICE FOR OVERTIME

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

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

3 3.6 REPORTING IN

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

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

12 3.7 EXCUSED FOR INJURY

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

19 3.8 PERFORMANCE NOTICE

20 Each Union member will be notified in writing of disciplinary
21 violations in performance of assigned duties and shall be
22 entitled to sign such material prior to incorporation in
23 his/her permanent personnel file, and upon request and at a
24 reasonable time, may see his/her personnel file.

1 ARTICLE IV

2 SENIORITY

3 4.1 DEFINITION

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

7 4.2 LAYOFF

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

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

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

20 4.3 RECALL

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

26 Employees on layoff shall be recalled to work prior to the

1 Board's hiring new employees for the jobs open by the layoffs.
2 Employees hired after November, 1989 shall be eligible for
3 recall when on layoff for a period equal to one (1) month for
4 each two (2) months of employment but not to exceed a total of
5 eighteen (18) months.

6 4.4 SENIORITY FOR UNION OFFICERS

7 All Union officers employed at Gloucester County College
8 (i.e., President and Vice-President of Local 442, Union
9 Chairperson, and Union Shop Steward of GCC), shall be deemed
10 to have super seniority insofar as layoffs are concerned
11 during the term of office to which they are elected. They
12 will be returned to their regular standing on the seniority
13 list upon termination of office.

14 4.5 TERMINATION

15 Seniority shall cease upon voluntary termination, discharge
16 for just cause, and failure to return to work when recalled.
17 The Union Chairperson shall be notified immediately of all
18 discharges.

19 4.6 MILITARY LEAVE

20 All military leaves shall be dealt with in accordance with
21 applicable Federal and Local regulations.

22 4.7 CHILD REARING LEAVE

23 Employees of either sex shall be granted unpaid leave of
24 absence up to one (1) year for care of a newborn child under
25 one-hundred-twenty (120) days of age at the time the leave
26 commences (or for an adopted child less than five (5) years of

1 one-hundred-twenty (120) days of age at the time the leave
2 commences (or for an adopted child less than five (5) years of
3 age) provided that where possible at least sixty (60) days
4 prior written notice is given the College. During such leave
5 benefits shall be frozen.

1 EMPLOYEE BENEFITS

2 5.1 A. ANNUAL VACATION

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

14 Years Completed Service

15	10	17 respectively
16	11	18 respectively
17	12	19 respectively
18	13	20 respectively
19	14	21 respectively

20 B. Vacation time must be taken in the college fiscal year or
21 within three and one-half months (before October 15) of the
22 year in which it is earned, except that ten days may be
23 carried over until October 15 of the following year. In rare
24 instances, vacation may be taken in the year immediately
25 following, at the discretion of the President.

26 Vacation schedules are the responsibility of the supervisor

1 be so arranged that efficiency of the office and the college
2 may be maintained. Seniority will be given consideration in
3 the arrangement of vacation schedules.

4 5.2 SICK LEAVE

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

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

9 Sick leave will be credited to the employee on a pro-rated
10 basis from the time of employment for those starting other
11 than the start of the college fiscal year.

12 5.3 FAMILY ILLNESS

13 Employees may be absent from work because of a serious illness
14 or contagious disease among members of the family residing in
15 the employee's household (family includes father, mother,
16 spouse and children). Such time is to be charged against sick
17 leave.

18 5.4 BEREAVEMENT

19 A paid bereavement leave of four (4) days maximum will be
20 allowed for each death in the immediate family. Such leave
21 will include the day of death and/or the day of the funeral
22 and no more than two (2) days immediately subsequent thereto.
23 Family shall mean: father, mother, siblings, wife, husband,
24 children, stepchildren, grandchildren, grandparents, mother-
25 in-law and father-in-law. In the event of the death of a
26 member of the family other than those previously listed, a

1 Union member may be entitled to one full day to attend the
2 funeral.

3 5.5 HOLIDAYS

4 Holidays for the period of this contract shall be determined
5 by action of the Board.

6 5.6 MEDICAL INSURANCE

7 After the first two months of employment, the Board of
8 Trustees shall provide for each unit member full family
9 coverage under Hospital Service Plan of New Jersey (Blue
10 Cross, U.C.R. Blue Shield, Rider "J" and Major Medical).

11 5.7 PRESCRIPTION PLAN

12 Each employee shall receive Board initiated and funded Blue
13 Cross of New Jersey Prescription Plan (\$1.00 Deductible, Co-
14 Pay).

15 5.8 INSURANCE CARRIER(S)

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

1 for a less expensive plan(s).

2 5.9 DENTAL INSURANCE

3 Full family dental insurance shall be provided to each unit
4 member in accordance with the provisions of the current master
5 policy (Delta Dental Plan of N.J.).

6 5.10 DISABILITY INSURANCE

7 The Board shall provide disability insurance coverage for non-
8 occupational accident and sickness beginning on the 8th day of
9 disability and continuing for a maximum of twenty-six weeks
10 with a weekly benefit of \$100.00.

11 5.11 RETIREE COVERAGE

12 All employees (and his/her spouse) covered by this agreement
13 on their retirement from the College shall be eligible for all
14 health insurance coverage currently in force at the employee's
15 (or spouse's) expense and at no cost to the College. In
16 addition, future retirees (as defined in Article 6.1) shall be
17 provided health insurance coverage at the Board of Trustees'
18 expense, as specified hereinafter. Such retirement benefit
19 shall be operative with the effective date of reception of
20 N.J. retirement pension benefits.

21 (a) July 1, 1987 - single coverage basic health insurance.

22 (b) July 1, 1987 - single coverage prescription insurance.

23 (c) July 1, 1988 - single coverage dental insurance.

24 (d) July 1, 1990 - retiree and spousal coverage for basic
25 health insurance, prescription and dental.

1 5.12 TUITION WAIVER

2 Following the close of registration for both full and part-
3 time students, employees and their dependents will be granted
4 entrance, credit and waiver of tuition and activity fee to any
5 class still open. Dependents shall mean: spouse and
6 children.

7 5.13 PERSONAL LEAVE

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

- 11 A. Real estate closing.
- 12 B. Marriage of the unit member or a member of his/her
13 immediate family.
- 14 C. Graduation of a member of the immediate family.
- 15 D. Required appearance in court wherein the employee is not
16 in party and suit with the College.

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

- 21 E. In cases where there is a life threatening illness of a
22 unit member's spouse or child a maximum of three (3)
23 personal days may be utilized provided such illness is
24 certified by an attending physician and further provided
25 that the unit member has unused personal leave days from
26 the prior three years.

1 5.14 JURY DUTY

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

5 5.15 RESPONSE TO EVALUATION

6 When an employee receives a written evaluation or letter of
7 discipline, then the employee, within five (5) calendar days,
8 may provide his/her immediate supervisor with a written
9 response and the response will also be incorporated into the
10 employee's personnel file.

11 5.16 MAKE-UP DAYS

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

17 5.17 NOTICE OF LEAVE BALANCE

18 Employees shall be given a written accounting of sick leave
19 days and vacation days no later than June 30 of each year.

20 5.18 TUITION REIMBURSEMENT

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

24 Payment shall be made subject to the following conditions:

25 (a) Courses must be submitted at least ten (10) days prior to
26 matriculation in such course(s) and are subject to approval by

1 the president or his designee.

2 (b) Upon successful completion of course work, reimbursement
3 will be on a per credit basis at the Rutger's undergraduate
4 rate.

5 (c) Nothing herein precludes approval by the President or his
6 designee of beneficial graduate courses.

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1 ARTICLE VI

2 RETIREMENT "BONUS"

3 6.1 The retirement "bonus" shall be based on a payment of \$42 per
4 accumulated sick day; provided that:

5 A. The employee had been employed actively by the College for
6 20 years.

7 B. The employee must provide at least one year's prior
8 written notice of intent to retire.

9 C. The employee retires under the New Jersey Public
10 Employees' Retirement System.

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

15 6.3 The employee may elect to defer the retirement "bonus"
16 compensation up to 12 months.

1 STEP 3

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

7 STEP 4

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

13 STEP 5

14 All differences, disputes or grievances between the parties
15 that are not satisfactorily settled after the steps indicated
16 above, at the request of either party, shall be submitted to
17 arbitration within fifteen (15) days to the American
18 Arbitration Association. Neither the Board nor the Union
19 shall be permitted to assert in such arbitration proceeding
20 any ground or to rely on any evidence not previously disclosed
21 to the other party. The arbitrator shall have no power to
22 alter, add to or subtract from the terms of this agreement.
23 No more than one (1) substantive issue may be submitted to the
24 arbitrator at any proceeding unless agreed to in writing by
25 both parties.

1 STEP 6

2 The arbitrator shall submit a written decision within thirty
3 (30) days of the close of the hearing setting forth his
4 findings of fact, reasoning and conclusions on the issue
5 submitted. Acknowledging binding arbitration as the means of
6 resolution for any dispute arising under the terms of this
7 Agreement, the Union and all secretaries/clerks shall not
8 cause, engage in, or sanction any strike, slow-down, or other
9 concerted action for the duration of this Agreement because of
10 any dispute or disagreement between the College, or its
11 representatives, and the Union, or any and all
12 secretaries/clerks, or between any other persons, or other
13 employees or organizations who are not signatory parties to
14 this Agreement.

15 7.3 CONDITIONS

16 A. All time spent, during normal working hours, in the
17 adjustment of grievances and arbitration will be paid at
18 straight time.

19 B. The time for meetings or for giving of decisions at each
20 step above may be extended by mutual agreement of the parties
21 involved in the particular or respective steps.

22 C. The Union and the Board shall share equally the
23 arbitrator's fee and expenses.

24 D. The Union and the Board shall have the right to bring in
25 the aggrieved person(s) in any of the above steps of the
26 grievance procedure as outlined above.

1 E. Anything to the contrary notwithstanding, any challenge to
2 the propriety of a discharge must be filed in writing to the
3 Board within five (5) working days from the date of the
4 discharge or the same will be deemed to have been waived.

5 F. A grievance may be withdrawn at any level.
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1 ARTICLE VIII

2 SALARY SCHEDULE

3 8.1 ANNUAL SALARY

4 Each unit member will receive the following salary
5 adjustments:

6 1992/93 - a 5% increase;

7 1993/94 - a 6% increase; and

8 1994/95 - a 7% increase.

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

11 LEVEL II:

12 Classification includes:

13 Bookkeeper/Cashier

14 Bookkeeper/Typist

15 Buyer Expediter

16 Clerk-Stenographer

17 Data Processing Systems Clerk

18 Project Clerk

19 Secretary

20 Stockroom/Receiving Clerk

21 8.2 STARTING SALARIES

22 The minimum starting salary is \$15,156, Level I
23 Classification. Level II Classification shall receive an
24 additional \$300 salary factor. The night shift differential
25 for clerical personnel scheduled on a regular basis beyond
26 5:00 p.m. shall receive a pro-rata share of \$315 for hours

1 beyond 5:00 p.m.

2 8.3 VACANCIES

3 If a job opening occurs in a Level II or Level III
4 classification within the bargaining unit, then the
5 appointment shall be given to the most senior employee who
6 bids, if such senior employee meets established qualifications
7 for the vacant position.

8 If a Level II or Level III employee wishes to bid for a lower
9 (Level I) vacancy then such employee shall be given that
10 position at the appropriate rate for that level (if qualified)
11 prior to appointing new hires.

12 8.4 JOB DESCRIPTIONS

13 A. Job duties and job classifications will be established by
14 management.

15 B. Any new or revised job description will be presented to
16 the Union five (5) working days before they are made
17 effective.

18 C. Changes in terms and conditions of employment or
19 establishment of new or additional functions shall be first
20 negotiated with the Union in accordance with Chapter 123, P.L.
21 1974.

22 8.5 NEW EMPLOYEES

23 New employees will be hired at the minimum salary in the given
24 classification for a probationary period of 90 days.

25 8.6 TEMPORARY EMPLOYEES

26 A temporary employee will be considered to achieve

1 probationary status after thirty (30) consecutive work days
2 and will be eligible for Union membership under the terms of
3 this Agreement.
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1 **ARTICLE IX**

2 **AGREEMENT TERMS**

3 9.1 **SCOPE OF AGREEMENT**

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

11 9.2 **TERM AND NOTICE**

12 A. This Agreement shall be effective July 1, 1992 through
13 June 30, 1995. During October 1994 either party may give
14 written notice to the other of its intention to terminate,
15 modify, or supplement this Agreement. Such negotiations for
16 a subsequent Agreement shall commence no later than fifteen
17 (15) calendar days thereafter.

18 **BOARD OF TRUSTEES**

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

20
21 by *Kenneth A. D. King*
22 Chairperson, Board of Trustees

by _____
International Representative,
IUE, AFL-CIO

23
24
25
26
27 by *Thomas W. Smith*
28 Secretary, Board of Trustees

by *Shirley A. White*
for Local 442 President

29
30
31
32 DATED 5/6/92

by *Ed W. [Signature]*
for Local 442, IUE, AFL-CIO

