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1   **AGREEMENT**

2

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

6   **AND**

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

10

11   This Agreement entered into this March 1, 1995 between the Board of  
12   Trustees of Gloucester County College, hereinafter called the  
13   Board, and the International Union of Electrical, Radio and Machine  
14   Workers, AFL-CIO, hereinafter called the Union, represents a  
15   complete agreement between the parties.

1 **ARTICLE I**

2 GENERAL CONDITIONS

3  
4 1.1 PURPOSE

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

10 1.2 RECOGNITION

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

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

1 1.3 CONTRARY TO LAW

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

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1   ARTICLE II

2   RIGHTS OF PARTIES

3 2.1 RIGHT TO ORGANIZE

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

10 2.2 DISCRIMINATION

11 There shall be no discrimination, interference, restraint,  
12 intimidation or coercion by the Board and its representatives  
13 or by the Union and its representatives on account of any  
14 employee's sex, race, color, creed, marital status or national  
15 origin. There shall be no discrimination against any employee  
16 on account of membership in the Union.

17 2.3 RIGHTS AND FUNCTION OF MANAGEMENT

18 Subject to the provisions of this Agreement, the Union agrees  
19 that supervision, management and control of Gloucester County  
20 College operations are exclusively the function of the  
21 administration and the Board and that the Board has the right  
22 to make such reasonable rules and regulations as it considers



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 this  
11 Agreement; 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 unit whose written and signed authorization has  
21 been obtained by the Union and forwarded to the Office of  
22 Personnel Services of Gloucester County College.

1 The College shall forward a check for the total of such  
2 deductions to the Financial Secretary of Local 442, IUE by the  
3 15th day of the month following the month for which deductions  
4 are made. The following dues deduction authorization shall be  
5 in the form as indicated on Appendix I.

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

12 2.5 REPRESENTATION FEE FOR NON-MEMBERS

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

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

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

6 C. The I.U.E. agrees that it has established or will  
7 establish a procedure by which a non-member employee in the  
8 unit can challenge the representation fee in accordance with  
9 N.J.S.A. 34: 13A-5.6.

10 2.6 SAFETY CONDITIONS

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

17 2.7 BULLETIN BOARDS

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

20 2.8 UNION VISITATION

21 Officers or representatives of the Union (i.e., President,  
22 Vice-President, International Representative) shall, upon  
23 notice to the President of the College or his designee, be

1 admitted to the College during working hours for the purpose  
2 of ascertaining whether or not this Agreement is being  
3 observed by the parties or for assisting in the adjustment of  
4 grievances.

5 2.9 ELECTED INTERNATIONAL UNION POSITION

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

15 A maximum total of five (5) unpaid days for convention  
16 attendance will be granted each year between July 1 and June  
17 30. No more than one (1) Union member may use part of this  
18 total aggregate amount of leave at any one time, and  
19 application for such leave must be made at least thirty (30)  
20 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

1 least one week in advance of a permanent reassignment of  
2 duties.

3 3.4 OVERTIME COMPENSATION

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

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

10 All work performed on Sundays shall be at a double time rate.

11 All work performed on Board approved holidays shall be paid  
12 at two and one-half (2 1/2) times the regular straight time  
13 rate.

14 3.5 NOTICE FOR OVERTIME

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

21 No employee shall be compelled to work overtime on holidays.

1 3.6 REPORTING IN

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

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

10 3.7 EXCUSED FOR INJURY

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

17 3.8 PERFORMANCE NOTICE

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

1 3.9 SNOW DAYS

2 On those snow days when unit employees are required for snow  
3 removal and all other employees have been excused, then  
4 compensatory time shall be scheduled at a subsequent time.

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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 original date of reporting  
6 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

1 to report to work after such notice before any loss of  
2 seniority occurs.

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

9 4.4 SENIORITY FOR UNION OFFICERS

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

17 4.5 TERMINATION

18 Seniority shall cease upon voluntary termination, discharge  
19 for just cause, or failure to return to work when recalled.  
20 The Union Chairperson shall be notified immediately of all  
21 discharges.

1 4.6 MILITARY LEAVE

2 All military leaves shall be dealt with in accordance with  
3 applicable Federal and Local regulations.

4 4.7 CHILD REARING LEAVE

5 Employees of either sex shall be granted unpaid leave of  
6 absence up to one (1) year for care of a newborn child under  
7 one-hundred-twenty (120) days of age at the time the leave  
8 commences (or for an adopted child less than five (5) years of  
9 age) provided that where possible at least sixty (60) days  
10 prior written notice is given the College. During such leave  
11 benefits shall be frozen.

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ARTICLE V

EMPLOYEE BENEFITS

5.1 A. 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 day vacation per year earned at the rate of one and one-fourth (1 1/4) days per month. Employees who have completed at least 10 years of service shall receive the following vacation entitlement earned pro rata:

<u>Years Completed Service</u>	<u># Days Vacation</u>
10	17 respectively
11	18 respectively
12	19 respectively
13	20 respectively
14 and over	21 respectively

B. Vacation time must be taken in the college fiscal year or within three and one-half months (before October 15) of the year in which it is earned, except that ten days may be

1 carried over until October 15 of the following year. In rare  
2 instances, vacation may be taken in the year immediately  
3 following, at the discretion of the President.

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

#### 8 5.2 SICK LEAVE

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

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

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

#### 16 5.3 FAMILY ILLNESS

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

1 5.4 BEREAVEMENT

2 A paid bereavement leave of four (4) days maximum will be  
3 allowed for each death in the immediate family. Such leave  
4 will include the day of death and/or the day of the funeral  
5 and no more than two (2) days immediately subsequent thereto.

6 Family shall mean: father, mother, siblings, wife, husband,  
7 children, stepchildren, grandchildren, grandparents, mother-  
8 in-law, and father-in-law. In the event of the death of a  
9 member of the family other than those previously listed, a  
10 Union member may be entitled to one full day to attend the  
11 funeral.

12 5.5 HOLIDAYS

13 Holidays for the period of this contract shall be determined  
14 by action of the Board.

15 5.6 MEDICAL INSURANCE

16 The Board shall provide for each employee, after the first two  
17 months of employment, full family coverage under Hospital  
18 Service Plan of New Jersey (Blue Cross, U.C.R. Blue Shield,  
19 Rider "J" and Major Medical).

20 5.7 PRESCRIPTION PLAN

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

1 5.8 INSURANCE CARRIER(S)

2 The Board reserves the right to change insurance carriers  
3 and/or self-insure so long as substantially similar benefits  
4 are provided. In the event the Board decides to change  
5 insurance carriers and/or self-insure, the matter will first  
6 be discussed with representatives of the Union prior to any  
7 change, and if the Union does not agree that the benefits to  
8 be provided by the new carrier or through self-insurance are  
9 substantially similar, the Union may file for arbitration  
10 within fifteen (15) calendar days from notification by the  
11 Board of its intention to change carriers or self-insure. The  
12 parties agree that any change will not include compensation  
13 for a less expensive plan(s).

14 5.9 DENTAL INSURANCE

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

18 5.10 DISABILITY INSURANCE

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

1    5.11 RETIREE COVERAGE

2       All employee members (and his/her spouse) covered by this  
3       agreement on their retirement from the College shall be  
4       eligible for all health insurance coverage currently in force  
5       at the employee's (or spouse's) expense and at no cost to the  
6       College. In addition, future retirees (as defined in Article  
7       6.1) shall be provided health insurance coverage at the Board  
8       of Trustees' expense, as specified hereinafter. Such  
9       retirement benefit shall be operative with the effective date  
10      of reception of N.J. retirement pension benefits.

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

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

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

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

16    5.12 TUITION WAIVER

17      Following the close of registration for both full and part-  
18      time students, employees and their dependents will be granted  
19      entrance, credit and waiver of tuition and activity fee to any  
20      class still open. Dependents shall mean: spouse and  
21      children.



1 5.13 PERSONAL LEAVE

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

5 A. Real estate closing.

6 B. Marriage of the unit member or of a member of his/her  
7 immediate family.

8 C. Graduation of a member of the immediate family.

9 D. Required appearance in court wherein the employee is not  
10 in party and suit with the College.

11 Request for such leave shall be in writing not less than  
12 five (5) days in advance, except in the case of an  
13 emergency. In a personal emergency situation, the  
14 employee shall notify his supervisor as soon as  
15 possible.

16 E. In cases where there is a life threatening illness of a  
17 unit member's spouse or child a maximum of three (3)  
18 personal days may be utilized provided such illness is  
19 certified by an attending physician and further provided  
20 that the unit member has unused personal leave days from  
21 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 UNIFORMS

6 The College shall provide uniforms (shirts and trousers) to  
7 each unit member after a ninety (90) day probationary period.  
8 Such uniforms shall be maintained by vendor service selected  
9 at College discretion, at no cost to the employee.

10 5.16 NOTICE OF LEAVE BALANCE

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

13 5.17 TUITION REIMBURSEMENT

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

17 Payment shall be made subject to the following conditions:

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

21 (b) Upon successful completion of course work, reimbursement  
22 will be on a per credit basis at the Rutgers'  
23 undergraduate rate.

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





1 other hand. If no satisfactory agreement is reached between  
2 them within seven (7) working days, the matter will be reduced  
3 in writing and referred to:

4 STEP 3

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

10 STEP 4

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

16 STEP 5

17 All differences, disputes or grievances between the parties  
18 that are not satisfactorily settled after the steps indicated  
19 above shall at the request of either party, be submitted to  
20 arbitration within fifteen (15) days to the American  
21 Arbitration Association. Neither the Board nor the Union  
22 shall be permitted to assert in such arbitration proceeding  
23 any ground or to rely on any evidence not previously disclosed

1 to the other party. The arbitrator shall have no power to  
2 alter, add to or subtract from the terms of this agreement.  
3 No more than one (1) substantive issue may be submitted to the  
4 arbitrator at any proceeding unless agreed to in writing by  
5 both parties.

6 STEP 6

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

20 7.3 CONDITIONS

21 A. All time spent, during normal working hours, in the  
22 adjustment of grievances and arbitration will be paid at  
23 straight time.

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

4 C. The Union and the Board shall share equally the  
5 arbitrator's fee and expenses.

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

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

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

SALARY SCHEDULE

MINIMUM -

8.1 PER-ANNUM SALARY

A. Custodian

<u>7/1/95</u>	<u>7/1/96</u>	<u>7/1/97</u>
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1. \$18,250	\$18,729	\$19,291
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B. Custodian/Utility Person

<u>7/1/95</u>	<u>7/1/96</u>	<u>7/1/97</u>
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1. \$18,428	\$18,912	\$19,479
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C. Grounds/Utility Person

<u>7/1/95</u>	<u>7/1/96</u>	<u>7/1/97</u>
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1. \$18,633	\$19,122	\$19,696
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D. Lead Custodian/Utility Person

<u>7/1/95</u>	<u>7/1/96</u>	<u>7/1/97</u>
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1. \$18,939	\$19,437	\$20,020
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E. Athletic Equipment Manager

<u>7/1/95</u>	<u>7/1/96</u>	<u>7/1/97</u>
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1. \$20,475	\$21,012	\$21,642
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1 F. Maintenance/Fireman

	<u>7/1/95</u>	<u>7/1/96</u>	<u>7/1/97</u>
2			
3	1. \$21,908	\$22,483	\$23,157

4 **NOTE 1:** Each unit member shall receive the following  
5 increases to their base salary:

6 1995/96 - 4.75%

7 1996/97 - 5.25%

8 1997/96 - 6%

9 **NOTE 2:** Fireman/Maintenance employees are required to  
10 maintain a Black Seal License.

11 Custodial, Maintenance, and Maintenance/Fireman personnel  
12 assigned to the night shifts will receive a night time  
13 differential rate as follows:

14 Second Shift - \$315 per annum

15 Third Shift - \$335 per annum

16 Where appropriate (alternate weeks, et al) such differential  
17 shall be paid pro rata.

18 8.2 VACANCIES

19 If a job opening occurs in a higher pay classification within  
20 the bargaining unit, then the appointment shall be given to  
21 the most senior employee who bids, if such senior employee  
22 meets established qualifications for the vacant position.

1 If an employee in a higher pay classification wishes to bid  
2 for a lower pay classification vacancy then such employee  
3 shall be given that position at the appropriate rate for that  
4 level (if qualified) prior to appointing new hires.

5 8.3 NEW EMPLOYEES

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

8 8.4 TEMPORARY EMPLOYEES

9 A temporary employee will be considered to achieve  
10 probationary status after thirty (30) consecutive work days  
11 and will be eligible for union membership under the terms of  
12 this Agreement.

13 8.5 JOB DESCRIPTIONS

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

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

19 C. Changes in terms and conditions of employment or  
20 stablishment of new or additional functions shall be first  
21 negotiated with the Union in accordance with Chapter 123, P.L.  
22 1974.

1 8.6 RESPONSE TO EVALUATIONS

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

7 8.7 MAKE-UP DAYS

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

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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 from the date of signing  
13 through June 30, 1998. During October 1997 either party may  
14 give written notice to the other of its intention to  
15 terminate, modify, or supplement this Agreement. Such  
16 negotiations for a subsequent Agreement shall commence no  
17 later than fifteen (15) calendar days thereafter.

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BOARD OF TRUSTEES

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

by Virginia M. Scott  
Chairperson, Board of Trustees

by Marlin R. Jansworth  
International Representative,  
IUE, AFL-CIO

by Barbara P. Wallace  
Secretary, Board of Trustees

by Haren J. Lucas  
for Local 442 President

DATED 6/1/95

by \_\_\_\_\_  
for Local 442, IUE, AFL-CIO