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2 **ARTICLE I**

3 **GENERAL CONDITIONS**
4

5 1.1 **PURPOSE**

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

11 1.2 **RECOGNITION**

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

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

23 1.3 **CONTRARY TO LAW**

24 If any provision of this agreement or any application of this
25 agreement to any employee or group of employees shall be found
26 contrary to law, then such provision or application shall be

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

1 and vested in it prior to the signing of this Agreement, by
2 the laws and the constitutions of the State of New Jersey and
3 the United States.

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

12 2.4 CHECKOFF

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

19 The College shall forward a check for the total of such
20 deductions to the Financial Secretary of Local 442, IUE by the
21 15th day of the month following the month for which deductions
22 are made. The following dues deduction authorization shall be
23 in the form as indicated on Appendix I.

24 The Union shall indemnify and save the Board (and College)
25 harmless against any and all claims, demands, suits or other
26 forms of liability including reasonable legal and/or

1 representation fees resulting from any of the provisions of
2 this Article or in reliance on any list, notice or assignment
3 furnished under this Article.

4 2.5 REPRESENTATION FEE FOR NON-MEMBERS

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

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

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

25 2.6 SAFETY CONDITIONS

26 The President of the College or his designee and the Union

1 chairperson or their designee shall comprise The Safety
2 Committee. They shall meet monthly to review safety
3 conditions for employees. The recommendations of the Safety
4 Committee shall be forwarded to the Board of Trustees for
5 consideration.

6 2.7 BULLETIN BOARDS

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

9 2.8 UNION VISITATION

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

17 2.9 ELECTED INTERNATIONAL UNION POSITION

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

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

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 shall be paid at one
7 and one-half (1 1/2) times the regular straight time rate.

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

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

11 3.5 NOTICE FOR OVERTIME

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

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

19 3.6 REPORTING IN

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

25 Employees shall be expected to report to work even though the
26 College is closed for emergencies or inclement weather (per

1 814), unless notified to the contrary by the Personnel Office.

2 3.7 EXCUSED FOR INJURY

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

9 3.8 PERFORMANCE NOTICE

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

15 3.9 SNOW DAYS

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

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
24 to report to work after such notice before any loss of
25 seniority occurs.

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

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

5 5.2 SICK LEAVE

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

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

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

13 5.3 FAMILY ILLNESS

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

19 5.4 BEREAVEMENT

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

1 member of the family other than those previously listed, a
2 Union member may be entitled to one full day to attend the
3 funeral.

4 5.5 HOLIDAYS

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

7 5.6 MEDICAL INSURANCE

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

12 5.7 PRESCRIPTION PLAN

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

16 5.8 INSURANCE CARRIER(S)

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

1 parties agree that any change will not include compensation
2 for a less expensive plan(s).

3 5.9 DENTAL INSURANCE

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

7 5.10 DISABILITY INSURANCE

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

12 5.11 RETIREE COVERAGE

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

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

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

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

25 (d) July 1, 1990 - retiree and spousal coverage for basic
26 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 of 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 the case of an emergency. In
19 a 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 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.

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

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2 ARTICLE VI

3 RETIREMENT "BONUS"

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

6 A. The employee had been employed actively by the College for
7 20 years.

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

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

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

16 6.3 The employee may elect to defer the retirement "bonus"
17 compensation up to 12 months.
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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 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 shall at the request of either party, 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.

26

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 custodial and maintenance
8 employees shall not cause, engage in, or sanction any strike,
9 slow-down, or other concerted action for the duration of this
10 Agreement because of any dispute or disagreement between the
11 College, or its representatives, and the Union, or any and all
12 custodial and maintenance employees, or between any other
13 persons, or other employees or organizations who are not
14 signatory parties to 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 Where appropriate (alternate weeks, et al) such differential
2 shall be paid pro rata.

3 8.2 VACANCIES

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

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

12 8.3 NEW EMPLOYEES

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

15 8.4 TEMPORARY EMPLOYEES

16 A temporary employee will be considered to achieve
17 probationary status after thirty (30) consecutive work days
18 and will be eligible for union membership under the terms of
19 this Agreement.

20 8.5 JOB DESCRIPTIONS

21 A. Job duties and job classifications will be established by
22 management.

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

26 C. Changes in terms and conditions of employment or

1 establishment of new or additional functions shall be first
2 negotiated with the Union in accordance with Chapter 123, P.L.
3 1974.

4 8.6 RESPONSE TO EVALUATIONS

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

10 8.7 MAKE-UP DAYS

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

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**

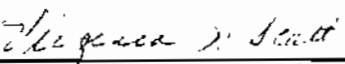
12 A. This Agreement shall be effective from the date of signing
13 through June 30, 1995. During October 1994 either party may
14 give written notice to the other of its intention to
15 terminate, modify, or supplement this Agreement. Such
16 negotiations for a subsequent Agreement shall commence no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

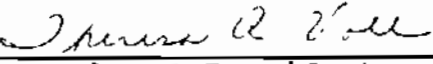
18 **BOARD OF TRUSTEES**

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


20
21 by 
22 Chairperson, Board of Trustees

by _____
International Representative,
IUE, AFL-CIO

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27 by 
28 Secretary, Board of Trustees

by 
for Local 442 President

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31 DATED 5/01/92

by 
for Local 42, IUE, AFL-CIO