

AGREEMENT

X July 1, 1988 - June 30, 1989

between

NEW JERSEY INSTITUTE OF TECHNOLOGY

and

LOCAL 32, OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION,

AFL-CIO

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

OCT 2 1989

RUTGERS UNIVERSITY

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AGREEMENT

This Agreement is entered into by New Jersey Institute of Technology, hereinafter referred to as the Employer, and Local 32, Office and Professional Employees International Union, AFL-CIO, hereinafter referred to as the Union.

ARTICLE I

RECOGNITION

A. The Employer recognizes the union as the sole and exclusive negotiating agent for the purposes of negotiating terms and conditions of employment for:

All regular full time and part time white collar employees employed by New Jersey Institute of Technology, in the positions listed under Appendix "A" attached hereto and included herein by reference and made a part of this Agreement, but excluding all teaching personnel, employees with academic rank, professional employees, confidential employees, managerial executives, supervisors within the meaning of the act, security guards, police employees, craft employees, part-time employees working normally twenty (20) hours or less per week, student employees, employees assigned to The Council of Higher Education in Newark (CHEN), employees represented in all other collective negotiations units and employees in the following titles:

Payroll analyst, legal secretary, senior personnel assistant, personnel assistant, senior personnel technician, principal clerk stenographer-academic affairs, principal clerk stenographer-personnel, secretary to vice president of development, secretarial assistant I-president's office, secretarial assistant III-president's office, secretarial assistant II-vice president for administration, employee relations assistant, secretarial assistant II-vice president for operations, budget analyst, statistical typist-budget office, administrative assistant II-affirmative action, business manager.

B. The inclusion of certain part-time employees within the negotiating unit shall not be construed to expand the coverage of any program relating to terms and conditions of employment for which such part-time employees were not previously deemed to be eligible, or to include such part-time employees under the coverage of any provision of this Agreement unless the substance of the provisions describes a type of program for which such part-time employees were generally eligible prior to inclusion under the Agreement. Where such part-time employees are eligible for such programs or coverage under provisions of this Agreement, appropriate prorations will be made in accord with their part-time status. Nothing in this Article shall be construed to limit the Union's right to propose changes to the terms and conditions of employment of part-time employees represented by the Union

unless such are regulated by law.

C. Temporary employees shall be entitled to those benefits determined by law, but shall not be members of the bargaining unit for which the Union is recognized as the sole and exclusive negotiating agent nor shall such employee be entitled to any benefits or protection provided by the Agreement. A temporary employee is defined as an employee on the Institute payroll who is hired to work temporarily. A temporary employee continuously employed for ten (10) months in an established bargaining unit position shall upon completion of that ten (10) month period become a member of the bargaining unit.

D. Whenever new job titles are created, the Employer will assign the title a bargaining unit designation. If appropriate, the Employer will notify the Union in writing of such designation to this negotiating unit. If requested in writing, the Employer will discuss any such designation with the Union. In the event the parties cannot reach agreement following such discussion, the dispute shall be submitted to the Public Employment Relations Commission for resolution consistent with its rules and regulations relating to unit determination.

ARTICLE II

NEGOTIATING PROCEDURE

A. The Union shall present its demands to the Employer in writing relating to terms and conditions of employment on or before October 1. On or before November 1, the Employer shall meet with the Union for the purpose of negotiating in good faith a mutually acceptable Agreement.

B. The parties agree to negotiate in good faith on all matters properly presented for negotiations. Should an impasse develop, the procedures available under law shall be utilized exclusively in an orderly manner in an effort to resolve such impasse.

ARTICLE III

NON-DISCRIMINATION

There shall be no discrimination by NJIT or the Union against any employee because of race, color, sex, religion, age, marital status, national origin, physical handicap, or membership or non-membership in the Union.

ARTICLE IV

MANAGEMENT RIGHTS

A. The Employer retains and reserves unto itself all rights, powers, duties, authority, and responsibilities conferred upon and vested in it by the laws and constitutions of the State of

New Jersey and the United States of America.

B. All such rights, powers, authority, and prerogatives of management possessed by the Employer are retained any may be exercised without restrictions, subject to the limitations imposed by law and except as they are specifically abridged and modified by this Agreement.

C. The Employer retains its responsibility to promulgate and enforce the rules and regulations subject to limitations imposed by law governing the conduct of and activities of employees not inconsistent with the expressed provisions of this Agreement.

ARTICLE V

DUES DEDUCTION

A. In accordance with Chapter 310 of the Laws of New Jersey for 1967 (NJSA 52:14-15 9 e, as amended) the Employer agrees to deduct the Union dues and regular assessments of each member of the bargaining unit who furnishes a voluntary written authorization for such deduction on a form acceptable to the Employer.

B. The right of the dues deduction for any employee in the bargaining unit shall be limited to the Union and employees shall be eligible to withdraw such authorization only as of July 1 of each year provided the notice of withdrawal has been filed timely.

C. The amount of the Union dues shall be such amount as shall be certified to the Employer by the Union at least thirty (30) days prior to the date on which deductions of Union dues are to be begun.

D. The deductions of Union dues made from each of twenty-four (24) paychecks out of even twenty-six (26) pay periods pursuant hereto shall be remitted by the Employer to the Union before the fifteenth (15th) day of the calendar month succeeding that in which such deductions are made, together with a list of names of Union members from whose pay such deductions were made.

E. The Union agrees to save the Employer harmless from any action or actions commenced by any employee against the Employer, for any claims arising out of such deduction and the Union assumes full responsibility for the disposition of any such funds once they have been turned over to the Union as provided.

F. Errors made by the Employer in the deduction and/or remittance of monies under this Agreement shall not be considered by the Union as a violation of this Agreement.

G. Representation Fee (Agency Shop)

1. Purpose of Fee

a. Subject to the conditions set forth in (b) below, all eligible nonmember employees in this unit will be required to pay to the majority representative a representation fee in lieu of dues for services rendered by the majority representative until (date to be determined). Nothing herein shall be deemed to require any employee to become a member of the majority representative.

b. It is understood that the implementation of the agency fee program is predicated on the demonstration by the Union that more than 50% of the eligible employees in the negotiating unit are dues paying members of the Union.

If at the signing of this Contract the above percentage has not been achieved, the agency fee plan will not be implemented. Thereafter, if the minimum percentage is exceeded on any quarterly date, i.e., January 1, April 1, July 1 or October 1, the agency fee plan shall be implemented by the next quarterly date with proper notice to the affected employees.

In each year of the contract on July 1, an assessment shall be made to determine if the minimum percentage has been exceeded. If it has, the agency fee shall continue until the following annual assessment. If it has not, the agency fee will be discontinued and eligibility for reinstatement shall be on a quarterly basis as provided above.

2. Amount of Fee

Prior to the beginning of each contract year, the Union will notify the Employer in writing of the amount of regular membership dues, initiation fees and assessments charged by the Union to its own members for that contract year, and the amount of the representation fee for that contract year. Any changes in the representation fee structure during the contract year shall be in accordance with U. G. above.

The representation fee in lieu of dues shall be in an amount equivalent to the regular membership dues, initiation fees and assessments charged by the majority representative to its own members less the cost of benefits financed through the dues, fees and assessments and available to or benefitting only its members, but in no event shall such fee exceed 85% of the regular membership dues, fees and assessments.

3. Deduction and Transmission of Fee

After verification by the Employer that an employee must pay the representation fee, the Employer will deduct the fee for all eligible employees in accordance with this Article.

The mechanics of the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction

and transmission of regular membership dues to the Union.

The Employer shall deduct the representation fee as soon as possible after the tenth day following reentry into this unit for employees who previously served in a position identified as excluded or confidential, for individuals reemployed in this unit from a reemployment list, for employees returning from leave without pay, and for previous employee members who become eligible for the representation fee because of nonmember status.

The Employer shall deduct the representation fee from a new employee as soon as possible after thirty (30) days from the beginning date of employment in a position in this unit.

4. Demand and Return System

The representation fee in lieu of dues only shall be available to the Union if the procedures hereafter are maintained by the Union.

The burden of proof under this system is on the Union.

The Union shall return any part of the representation fee paid by the employee which represents the employee's additional pro rata share of expenditures by the Union that is either in aid of activities or causes of a partisan political or ideological nature only incidently related to the terms and conditions of employment, or applied toward the cost of any other benefits available only to members of the majority representative.

The employee shall be entitled to a review of the amount of the representation fee by requesting the Union to substantiate the amount charged for the representation fee. This review shall be accorded in conformance with the internal steps and procedures established by the Union.

The Union shall submit a copy of the Union review system to the Employer. The deduction of the representation fee shall be available only if the Union establishes and maintains this review system.

If the employee is dissatisfied with the Union's decision, he/she may appeal to a three-member board established by the Governor.

5. Employer Held Harmless

The Union hereby agrees that it will indemnify and hold harmless the Employer from any claims, actions or proceedings brought by any employee in the negotiations unit which arises from deductions made by the Employer in accordance with this provision. The Employer shall not be held liable to the Union for any retroactive or past due representation fee for

an employee who was identified by the Employer as excluded or confidential or in good faith was mistakenly or inadvertently omitted from deduction of the representation fee.

6. Legal Requirements

Provisions in this clause are further conditioned upon all other requirement set by statute.

ARTICLE VI

RIGHTS OF THE UNION

A. Union representatives who are not employees of NJIT shall be permitted to transact union business on the Employer's property at all reasonable times during the period of time NJIT is normally open providing they first report to the Personnel Office in order that the department which they wish to visit can be notified and they do not interfere or interrupt normal Institute operations or the work of any individual employee or group of employees.

B. The Union shall have the right to post on mutually agreed bulletin boards, bulletins and notices to the employees it represents relevant to official union business.

C. Stewards shall be designated in specific, geographic areas. Names of employees selected to act as Chief Steward and stewards, their areas of responsibility, the total number of stewards and the names of other Union representatives who represent employees shall be certified in writing to the Employer by the Union. The Chief Steward or designee shall be granted a reasonable amount of time during their regular working hours, without loss of pay, to interview an employee who has a grievance and/or to discuss the grievance with the employee's supervisor, and to discuss and adjust grievances with the Employer. Stewards shall not leave his/her work without first obtaining permission of his/her supervisor, which permission shall not be unreasonably withheld. In certain limited situations, when specifically requested by the Chief Steward or his/her designee, (of the Director of Employee Relations or in his/her absence, the Director of Personnel), it may be advantageous to grant Stewards other than the Chief Steward or designee time release during the work day to investigate alleged grievances, and time release for such purpose shall not be unreasonably withheld. Such time release shall not be construed to include preparation of paperwork, record keeping, conferences among Union Officials nor preparation for presentation at a grievance hearing.

D. The Employer agrees to submit to the Union and Chief Steward each month, a list of new employees eligible for the bargaining unit and their job classification.

E. The Employer agrees to send copies of job postings,

changed assignments, promotions, demotions, disciplinary actions, and reclassification actions to the Union and Chief Steward effecting members of this negotiating unit.

F. The Employer agrees to recognize those members of the negotiating unit not to exceed five (5) who are designated by the Union as Union representatives for collective negotiations by written notice of the names of such members of the negotiation unit given to the Employer. This section shall not preclude either party from inviting others to attend collective negotiations at the invitation of either party for the purpose of engaging in negotiations or providing factual knowledge or expertise with respect to a particular subject for collective negotiations. In this event, advance notice shall be given the other party.

ARTICLE VII

LABOR MANAGEMENT COMMITTEE

A. A labor/management committee consisting of the Employer and Union representatives may meet for the purpose of reviewing matters of general interest and concerns other than grievances. Either party may request a meeting and shall submit a written agenda of topics to be discussed seven (7) days prior to such meeting. Request by the Union for such a meeting will be made to the Office for Employee Relations. Any claims of harrassment may be the subject of a labor/management meeting. Employee representatives who attend such meetings during their scheduled work shift shall be granted time off to attend without loss of pay. A maximum of three (3) employee representatives of the Union may attend such meetings.

ARTICLE VIII

DISCIPLINE AND DISCHARGE

A. Disciplinary actions or measures shall include only the following:

Oral reprimand, written reprimand, suspensions with notice given in writing, and discharge.

B. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

C. The Employer shall not discharge any employee without just cause. Any employee who is suspended or discharged may file a grievance at the Third Step of the grievance procedure and the matter shall be handled in accordance with this procedure through the final appeal step, if such is deemed to be necessary by either party.

D. If an employee is to be discharged he/she shall be

initially suspended without pay for a five (5) workday period with notice to his/her steward and the Union in order that such discharge may be processed as a grievance if the employee desires. Under no circumstances shall such suspension be considered a separate disciplinary action but shall merely be utilized for the grievance activities of the Union prior to formal discharge.

ARTICLE IX

GRIEVANCE PROCEDURE

A. Any member of the negotiating unit or the Union on behalf of any member of the negotiating unit may appeal the interpretation, application, or alleged violation of policies or agreements in writing affecting him/her providing he/she alleges he/she has suffered harm and personal injury without just cause.

B. Failure of a grievant to meet any of the calendar limitations stipulated in the procedures below will constitute a waiver of his/her rights to claim grievance on the basis of the same alleged factual situation. Likewise, a failure on the part of a representative of the Employer to meet the obligations of any step in the grievance procedure within the prescribed period of time will give the grievant an automatic right to proceed to the next available step in that procedure. It is understood however, that nothing contained in this procedure should be construed as limiting the right or propriety of a member of the bargaining unit to discuss any problem informally with an appropriate member of the Institute administration.

C. Procedure for Handling Grievances:

1. (Step One)

A grievant shall first discuss his/her grievance informally with his/her immediate supervisor. The grievant may, at his/her option, be accompanied by a Steward or other Union representative.

2. (Step Two)

(a) Within five (5) workdays of the occurrence causing the grievance or of the time the grievant should have reasonably known of the occurrence causing the grievance, the grievant shall, if he/she is not satisfied through the informal discussion provided for in Step 1, submit in writing to the Director of Personnel the facts of the grievance and the desired adjustment. Time which begins after the written grievance is submitted may be mutually extended by the parties only in writing.

(b) The Union shall be notified by the Director of Personnel in the event the grievant is not represented by the Union and a representative shall have the right to be present at

this time and all subsequent steps in the grievance procedure and to present his/her views. The Director of Personnel, within ten (10) calendar days after receipt of the written grievance, shall meet with the grievant and his/her steward in an effort to resolve the grievance. The Director of Personnel shall indicate his disposition of the grievance in writing within three (3) calendar days of said meeting to the grievant and the Union.

3. (Step Three)

If the grievance is such that no satisfactory solution is reached at this stage, the grievant or the Union shall within seven (7) calendar days from the date of the disposition by the Director of Personnel deliver the grievance to the Director for Employee Relations. The Director for Employee Relations shall meet with the grievant and shall dispose of the grievance within twenty (20) calendar days in writing to the grievant and the Union.

4. (Step Four)

If the grievant remains unsatisfied after Step Three (3) and the alleged grievance involves a specific violation of the written agreement and the Union desires to institute arbitration proceedings, it must, within fourteen (14) calendar days of receipt of the Director for Employee Relations' reply give proper notice to the New Jersey Public Employment Relations Commission with a copy to the appropriate institute officer. Such arbitration proceedings shall be in accordance with the rules and regulations of the New Jersey Public Employment Relations Commission.

5. The decision of the Arbitrator shall not in any manner modify or cause anything to be added to or subtracted from this Agreement or any policy of the Employer. The award shall be final and binding on the parties.

6. Fees and expenses of the Arbitrator, if such occur, shall be shared equally by the Employer and the Union. Only with prior written agreement of the parties shall any other expense or fee contained in the grievance procedure be shared.

7. The Employer will give written notification to the Chief Steward of all grievance meetings or hearings beginning with Step 2 for all employees in the bargaining unit. The Chief Steward shall also be sent copies of all grievance answers.

8. An employee shall not lose pay for the time spent during his/her regular working hours at the foregoing steps of the grievance procedure. In the event it is necessary to require the attendance of other employees during regular working hours at the Step 4 meeting such employees shall not lose pay for such time.

ARTICLE X

SENIORITY

A. New employees shall serve a probationary period of 90 calendar days during which they may be discharged without recourse to the grievance procedure. Effective the 91st day of employment such employee shall be added to the seniority roster with his/her seniority date effective the date of hire.

B. Every six months, normally in January and July, the Department Head shall post on the designated bulletin boards a seniority list showing the continued service of each employee. A copy of the seniority list shall be furnished to the Union when it is posted.

C. The continuous service record of an employee shall be broken by voluntary resignation, discharge for just cause, layoff of over 12 calendar months and retirement and in such event seniority status shall be terminated.

ARTICLE XI

LAYOFFS

A. Layoff:

1. If a reduction in force is necessary, layoffs shall take place within a designated department or job classification in the inverse order of the date of hire.

2. The Employer shall provide simultaneously the Union and the employee(s) concerned a two-week notice of layoff. The Union may request and have scheduled a meeting with the Director of Personnel to discuss possible alternatives; however, the final discretion rests with the Employer.

B. Recall from Layoff:

For a period of twelve (12) calendar months from the date of layoff, employees shall be entitled to be recalled to the department or job classification from which layoff occurred in the event of increased work requirements, but shall retain no other contractual benefits. No new employees shall be hired into the classification or department until all employees on layoff status who desire to return to work have been recalled. During the layoff period of twelve (12) calendar months from the date of the layoff, employees to the extent legally permissible can pay for those fringe benefits normally paid by the Employer.

C. When an employee is scheduled for a layoff due to a reduction in the work force, he/she shall be permitted to exercise his/her seniority rights to replace an employee with less seniority provided the employee with greater seniority is

deemed by the Employer to be qualified to perform the work.

ARTICLE XII

JOB DESCRIPTIONS

The Employer shall provide to the Union job descriptions for all jobs in the bargaining unit.

ARTICLE XIII

TRAINING

A. The Employer shall continue to offer training programs of proven worth which are aimed at skills development and improvement in order to afford employees greater opportunity for performance improvement and promotional growth. The Employer shall continue to provide training it deems necessary when new equipment or procedures are introduced. Such offering may be regulated or limited by availability of funds or other factors.

B. When in-service or out-service training programs are available to a group of employees, the selection of the employee(s) to be trained shall be predicated on the needs of the Employer, the potential of an employee to benefit by the training and to contribute to the operational program in which he/she is employed, and with due regard to a principle of fair opportunity for all eligible employees within the group. The Chief Steward shall be notified of the programs that pertain to the bargaining unit employees.

ARTICLE XIV

JOB POSTING/PROMOTION AND TRANSFER

A. Promotions

1. Whenever a permanent job opening within the negotiating unit occurs in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such openings shall be posted on all bulletin boards for five (5) working days except in those circumstances in which the most senior temporary employee of the same category and classification is changed to a regular status.

The Employer will not externally advertise the permanent job opening until the opening has been posted internally for five (5) working days. If such permanent job opening merely occurs as a result of increased job duties and a reclassification of the employees presently on that job, such shall not be posted.

2. (a) During this five day period employees who wish to apply for the open position may do so. The application shall be submitted to the Personnel Office.

(b) The Union representative, if he/she so requests, may inspect the listing in the Personnel Office of those who have applied for such vacancy.

3. The Employer is not restricted to filling the job opening from only those who apply and in filling such opening shall first consider the qualifications of the applicants and providing such qualifications are equal, he/she shall then consider the length of continuous service of the applicants.

B. Temporary job openings are defined as job vacancies that may periodically develop in a job classification. If a job is being filled on a temporary basis while it is being posted for the required five (5) working days, such does not constitute a temporary job opening. Jobs may be filled temporarily for the period of time in which the normal occupant of that job has accumulated sick leave and vacation time. Before a temporary employee is hired to fill a temporary vacancy, the opportunity will be offered qualified applicants from the bargaining unit in seniority order.

1. A temporary employee shall be defined as one hired to temporarily fill a position assigned to a full time employee.

2. If a permanent vacancy occurs among regular employees of the same category and classification as that of the temporary employee, the most senior of such temporary employees shall be changed to regular status.

3. If and when such temporary employee is made a regular employee without any break in service, such employee's date of hire for seniority purposes shall be retro-active to his/her date of hire as a temporary employee.

C. Posting of Temporary Vacancies

1. Any temporary vacancy (as defined by paragraph B above) will be posted internally in accordance with the procedures of the Agreement.

2. Any temporary vacancy which exists while such posting takes place and is completed shall be filled at the discretion of the Employer.

D. Temporary assignments may be considered as training assignments by which an employee may obtain experience which may enable him/her to qualify for future promotions. No employee shall be reassigned to the same temporary job opening in such a manner as to unreasonably make him/her more qualified in the event such job becomes permanently open.

E. In the event an employee is displaced by the elimination of jobs through job consolidation (combining the duties of two or more jobs), the installation of new equipment or

machinery, the curtailment or replacement of existing facilities, the development of new facilities, or for any other reason, and if the Institute considers such employee qualified, he/she shall be transferred into a vacancy if one exists, and given no more than a ninety (90) day probationary period. If the Employer is dissatisfied with his/her work performance after such reasonable probationary period, it will then place such employee on layoff for a period of twelve (12) calendar months if no other suitable vacancy exists. If the employee is recalled from this type of layoff to a job for which the Employer believes he/she may be qualified, such employee shall then serve a ninety (90) day probationary period prior to being considered a permanent recall.

F. For the purpose of this Agreement "job related qualifications" shall be determined by the Employer. However, the Union may discuss any questions of "qualifications" with the Personnel Director and/or the labor management committee established under Article VII of this Agreement.

G. A member of the bargaining unit who has served a probationary period of 90 calendar days and who accepts another position in the bargaining unit as a result of a lateral transfer or promotion shall not be discharged without just cause.

ARTICLE XV

VIDEO DISPLAY TERMINAL OPERATORS

A. Full time employees who operate VDT machines on a full time basis shall be eligible for annual eye exams. Such employees shall also be eligible for reimbursement for the cost of glasses, should there be a change in the employee's lens prescription. Reimbursement rates are those established in Article XXXII.

B. A full time VDT operator who is pregnant and experiencing significant discomfort at her work station may request reassignment to other work allowing greater flexibility as to position and posture. Such requests will be given consideration and may be granted in full or in part when there is comparable work available. These accommodations are, as to their degree or continuity, subject to the overriding needs of the Employer. Grievances concerning the determination to grant or refuse such requests or otherwise directly related to those determinations are not arbitrable.

ARTICLE XVI

HOLIDAYS

A. The regular paid holidays are New Year's Day, Martin Luther King Jr. Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Day.

There will be an additional two (2) "floating" holidays. Rules for these holidays shall be governed by those applicable to Administrative Leave in Article XVII.

In the event any of the regular paid holidays fall on a Sunday, they shall be observed on the following Monday. Should any of the regular paid holidays fall on a Saturday, they shall be observed on the preceding Friday.

ARTICLE XVII

ADMINISTRATIVE LEAVE

A. There will be three (3) administrative leave days for full-time employees; part-time employees shall have administrative leave pro-rated in accordance with the length of their work week. Newly hired full-time employees shall be granted one-half (1/2) day of administrative leave after each full calendar month of employment to a maximum of three (3) days during the remainder of that fiscal year, and three (3) days administrative leave in each fiscal year thereafter.

B. Requests for administrative leave must be approved in advance, except in the case of emergencies, and will not be arbitrarily denied. Such leave may be used for religious observancies or days of celebration, personal affairs, or emergencies. Priority in granting such requests shall be: 1) emergencies, 2) religious observancies or days of celebration, and 3) personal affairs. Seniority will govern if there is a conflict in scheduling within the work unit, except in the case of emergencies.

ARTICLE XVIII

SICK LEAVE

A. Sick leave will consist of fifteen (15) working days per fiscal year for full-time employees; sick leave will be pro-rated for regular part-time employees. New employees shall earn one working day per calendar month to the end of the fiscal year and 1-1/4 working days or fifteen (15) working days per fiscal year thereafter.

B. If absent for five (5) or more consecutive working days the employee must present a doctor's certificate to the Employer. An employee absent on sick leave for periods totaling more than ten (10) days in one fiscal year consisting of periods of less than five (5) days may be required to submit a doctor's certificate.

C. Sick leave may be utilized by employees when they are unable to perform their work by reason of personal illness;

accident; exposure to contagious disease; emergency attendance on a member of the immediate family (mother, father, spouse, child, sister, brother, grandmother or grandfather); dental, optical or medical examination or treatment; or death in the employee's immediate family -- father, mother, spouse, child, foster child, sister or brother of employee, relatives of employees residing in household.

D. All unused sick leave may be accrued with no maximum limit. Sick leave may be charged on an hourly basis.

E. Subject to the provisions of N.J.S.A. 11:14-9 and rules and regulations promulgated thereunder, a full time employee who enters retirement pursuant to the provisions of a State administered or approved retirement system and has to his/her credit any earned and unused accumulated sick leave shall be entitled to receive supplemental compensation for such earned and unused accumulated sick leave only to the extent such is funded by the State.

The supplemental compensation to be paid shall be computed at the rate of one-half (1/2) of the eligible employee's daily rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his employment prior to the effective date of his/her retirement, provided, however, that no such supplemental compensation payment shall exceed \$15,000.00. This supplemental compensation shall be paid in a lump sum after the effective date of retirement. It may be deferred by the employee for payment within one year of the effective date of retirement.

G. Workers Compensation:

Providing the employee on Workers Compensation endorses checks payable to the Institute and gives the Institute all the checks received from Workers Compensation, the Institute shall provide the employee with his/her regular normal paycheck for the period of time not over six (6) calendar months during which the employee receives Workers Compensation payments. Time on Workers Compensation will not be deducted from the individual's accumulated sick leave.

H. Long Term Disability:

1. The Employer agrees to continue the long term disability program in effect at the Institute at the time of signing this Agreement. The Employer shall have brochures provided by the insurance company and make them available as requested.

2. All eligible full time employees shall continue to be eligible for participation in the existing temporary Disability Plan subject to the appropriate rules and regulations governing the Plan for Institute employees.

ARTICLE XIX

MILITARY LEAVE

Leave for military service will be granted in accordance with the requirements of State law and the reemployment of military service veterans shall be in accordance with the applicable statutes in effect at the time of the reemployment.

ARTICLE XX

JURY DUTY

In the event an employee is scheduled for jury duty, the employee shall receive full pay for such term of service which he/she is required to serve. The time off shall not be counted as administrative, sick or vacation leave. It is the responsibility of the employee to report for work on the day he/she is excused from jury duty.

ARTICLE XXI

LEAVE OF ABSENCE WITHOUT PAY

Any request for a leave of absence will be made in writing and given to the employee's supervisor as soon as possible. Notification of Institute approval of such leave shall be given to the employee by the employee's immediate supervisor. The request for such leave shall be answered promptly. Reasons shall be given if the request for leave is denied.

ARTICLE XXII

MATERNITY LEAVE

An employee who becomes pregnant must notify the Employer not later than the fourth month of pregnancy. Except for reasons of health and safety or inability to perform the job, the pregnant employee shall be permitted to work provided their personal physician approves and so advises in writing.

Medical leaves of absence due to pregnancy shall be treated the same as other medical leaves.

ARTICLE XXIII

REINSTATEMENT FROM LEAVE

A. A staff member returning from any short-term leave (generally three months or less) will be returned to his/her

former position or an equivalent position with equivalent pay and accumulated seniority, retirement and fringe benefits.

B. If necessary, the department may fill the position on an interim basis with the clear understanding that this is a temporary arrangement which will be terminated at the time the employee returns from leave of absence.

C. The Institute will make every effort to place a staff member returning from a long term leave of absence (more than three months in duration) in his/her former position or a comparable position with the Institute.

D. Accepting a position with another employer while on a leave of absence will result in forfeiture of the leave of absence and termination of Institute employment.

ARTICLE XXIV

LEAVE FOR UNION ACTIVITY

The Employer agrees to provide time-off without loss of pay for delegates of the Union to attend Union conventions, conferences or educational programs provided that the total amount of time without loss of pay during the period of this Agreement shall not exceed a total of ten (10) days.

The Union shall request in writing approval from the Office for Employee Relations to use such leave. Such request shall be made in writing no less than four (4) weeks in advance by the Union specifying the type of Union activity for which time-off is sought, the individual(s) to be granted the time-off and the maximum amount of time to be utilized.

ARTICLE XXV

VACATIONS

A. Employees shall be granted an annual paid vacation for the period specified below based upon the following service requirements.

1. Up to but less than one full year -- 1-1/4 days per month.
2. Over one year through 15 full years -- fifteen (15) work days.
3. Over 15 years -- twenty (20) work days.

B. Vacations shall be granted at a time mutually agreeable to the Employer and the employee. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority shall be given his/her choice of vacation.

C. Vacation periods shall not include more than 15 consecutive work days at any one time.

D. If a paid holiday as designated on the Institute calendar occurs during the regular work week in which a vacation is taken by the employee, the employee's vacation shall be extended one additional work day.

ARTICLE XXVI

ACTING CAPACITY

When the Employer appoints by written notice an employee to temporarily work in a higher title in an acting capacity as an interim replacement for a period of five (5) calendar days or more, the employee will be paid, retroactively to the first day of his/her temporary assignment, a rate of pay which would be equal to the rate the employee would receive if he/she were promoted to the higher title.

Upon being reassigned thereafter to his/her permanent position, he/she shall immediately receive the rate of pay at the lower salary range.

ARTICLE XXVII

ACCESS TO PERSONNEL FILES

An employee shall, within five (5) working days of a written request to the Director of Personnel, have an opportunity to review his/her personnel file in the presence of an appropriate official of the department. Such examination shall not require a loss of paid time. If requested by the employee, a non-employee union representative may accompany the employee.

ARTICLE XXVIII

REST PERIODS

A. All employees' work schedules shall provide for a 15 minute rest period during each one-half shift. The rest period shall normally be scheduled near the middle of each one-half shift; however, such can be varied if necessary.

B. Employees who are required to continue work on an overtime basis and it is anticipated that such overtime work shall include one-half or more of the new shift shall receive a 15 minute rest period before they begin work on such next shift.

C. In the event the Employer should provide a reduced work day during any period of the year, there shall be no afternoon rest period.

ARTICLE XXIX

SAFETY COMMITTEE

A bargaining unit member, designated by the Union, shall participate as a regular member of the Institute Safety Committee.

ARTICLE XXX

TUITION REMISSION

The tuition remission program for employees and the tuition waiver plan for the dependent children of employees approved by the Board of Trustees are available to members of the bargaining unit.

ARTICLE XXXI

PARKING

A. A bargaining unit member, designated by the Union, shall participate as a regular member of the Institute Parking Committee.

B. A bargaining unit member, designated by the Union, shall participate as a regular member of a Committee established by the Employer to study the future of parking at the Institute.

ARTICLE XXXII

HEALTH BENEFITS

A. The current coverage shall be continued for eligible employees covered by this Contract, except that the co-payment for the Prescription Drug Program shall be in keeping with the legislative appropriation. In addition, it is agreed that the Eye Care Program shall include all employees and their eligible dependents (spouse and unmarried children under 23 years of age who live with the employee in the regular parent-child relationship.) The coverage shall be \$35 for regular glasses and \$40 for bifocal glasses with all other conditions for eligibility as in the current plan. The extension of benefits to dependents shall be effective only after the employee has been continuously employed for a minimum of 60 days.

B. Full time employees and eligible dependents as defined above shall be eligible for a maximum payment of \$35 or the cost, whichever is less, of an eye examination by an Ophthalmologist or an Optometrist.

C. Each eligible employee and dependent may receive only

one payment for glasses and one payment for examinations during each of the two fiscal periods, namely July 1, 1985 to June 30, 1987 and July 1, 1987 to June 30, 1989. Proper affidavit and submission of receipts are required of the employee in order to receive payment.

D. During the term of this Contract, full time employees and their eligible dependents shall continue to be eligible to participate in the Dental Care Program established by the state.

ARTICLE XXXIII

DEFERRED COMPENSATION PLAN

It is understood that the State shall continue the program which will permit eligible employees in this negotiating unit to voluntarily authorize deferment of a portion of their earned base salary so that the funds deferred can be placed in an Internal Revenue Service approved Federal Income Tax exempt investment plan. The deferred income so invested and the interest or other income return on the investments are intended to be exempt from current Federal Income Taxation until the individual employee withdraws or otherwise receives such funds as provided in the plan.

It is understood that the State shall be solely responsible for the administration of the plan and the determination of policies, conditions and regulations governing its implementation and use.

The State shall provide literature describing the plan as well as a required enrollment or other forms to all employees when the plan has been established.

It is further understood that the maximum amount of deferrable income under this plan shall be twenty-five (25%) percent or \$7500 whichever is less.

ARTICLE XXXIV

HOURS OF WORK

A. All full-time employees shall be scheduled to work a regular shift as determined by the Employer which work shifts shall have starting and quitting times. An employee whose shift is scheduled to be changed shall be given adequate advance notice which normally will be at least one week and shall not be less than forty-eight (48) hours except in the case of an emergency. Should such advance notice not be given, an affected employee shall not be deprived of the opportunity to work the regular scheduled number of hours in his/her workweek. The employee's convenience shall be considered.

B. Part time employees are assigned workweeks less than than the standard workweek. The workweek shall consist of five (5) consecutive work days.

C. The regular hours of work each day shall be consecutive except for an unpaid lunch period of one hour.

D. Overtime

Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours:

1. All work performed in excess of any regularly scheduled work day shift.
2. All work performed in excess of any regularly scheduled work week.
3. All work required by the Employer to be performed before or after any scheduled work shift.
4. All work performed on an employee's regular sixth day.

E. If overtime work is available, it shall be distributed first to the persons doing such work normally. If a greater number than those normally doing the work are required, the work shall be distributed equally among those within the same job classification qualified to perform the work.

F. The distribution of overtime shall be posted each six months. If the Union is dissatisfied with the distribution of overtime work, it shall discuss the matter with the Director of Personnel.

G. If there are not the necessary number of volunteers to perform the required overtime work, the Employer shall assign employees as required in reverse job classification seniority order beginning with the least senior.

H. The provisions of this Article do not apply to employees designated as "NL". Hours of work for "NL" employees may be adjusted by the Employer in keeping with existing regulations and procedures.

ARTICLE XXXV

SALARY PROGRAM AND COMPENSATION

A. It is agreed that during the term of this Contract, (date of signing)- June 30, 1989, the following salary and fringe benefit improvements shall be provided to eligible employees in the unit within the applicable policies and practices, and in keeping with the conditions set forth herein.

1. Subject to the State Legislature enacting appropriations for these specific purposes, the Institute agrees to provide the following benefits effective at the time stated herein.

a. There shall be a five (5) percent across the board increase to be effective the payroll of September 30 of fiscal year 1988-1989.

The Compensation Plan salary schedule shall be adjusted in accordance with established procedures to incorporate these increases for each step of each salary range. Each employee shall receive the increase by remaining at the step in the range occupied prior to the adjustments.

b. Normal increments shall be paid to all employees eligible for such increments within the policies of the Compensation Plan during the term of this Contract.

2. Employees who have been at the eighth step of the same range for 18 months or longer shall be eligible for movement to the ninth step providing their performance warrants the salary adjustment.

B. Salary Program Administration

The parties acknowledge the existence and continuation during the term of this Agreement of the Compensation Plan which incorporates in particular but without specific limit, the following basic concepts:

1. A system of position classifications with appropriate position descriptions.

2. A salary range with specific minimum and maximum rates and intermediate merit incremental steps therein for each position.

3. Regulations governing the administration of the plan, including an employee performance evaluation.

4. The authority, method and procedures to effect modification as such are required. However, within any classification, the annual salary rate of employees shall not be reduced as a result of the exercise of this authority.

ARTICLE XXXVI

CHILD CARE COMMITTEE

The parties will establish a Child Care Committee composed of equal numbers of management and bargaining unit members to investigate and make recommendations on the establishment of a child care program at the Institute.

ARTICLE XXXVII

EMERGENCY CLOSING

A. An emergency day is any day that the Institute is officially closed following the procedures outlined in the Contingency Plans for Emergency Closing. An emergency day may be declared at any hour of the day and constitutes the balance of the calendar day (not a 24 hour period), or as deemed necessary by the President (or his designee).

B. When an emergency day is declared prior to the staff member's regular starting time, only those staff members advised in advance or called in by their supervisor will report to work. Such staff members will receive single time pay in addition to their regular pay (double time). All other staff members will not be expected to come to work but will receive single time pay. If they do come to work, they will be advised to go home and will receive only their regular single time pay. If these staff members do not go home but choose to stay and work, they still will only receive single time pay. No exceptions will be made.

C. When an emergency day is declared during regular working hours, all staff members not notified in advance or not asked to stay by their supervisors will receive their regular single time pay for the balance of their regular working day. Staff members asked to stay and work by their supervisor will receive single time pay in addition to their regular pay (double time) for the balance of their working day. Staff members who are not asked to stay but who nonetheless continue to work will receive single time pay. No exceptions will be made.

ARTICLE XXXVIII

STRIKE LOCKOUT

The Union agrees that it will refrain from any strike, work stoppage, slowdown, or other job action and will eschew any threat, encouragement, support, or condoning of any such job action and the Institute agrees that it will not lock out its employees.

ARTICLE XXXIX

POSITION CLASSIFICATION REVIEW COMMITTEE

1. A Committee shall be established to study the existing position classification review system and to make recommendations concerning its operation to the Institute.

2. The Committee shall consist of three members - one appointed by the Union, one appointed by the Employer, and the third appointed by the two. The members shall be agreed upon mutually by the Employer and the Union.

3. The Committee shall be called within 30 days of the

signing of the Agreement between NJIT and Local 32, OPEIU., or by October 1, 1988, whichever is the later.

4. The Committee shall meet as frequently as the members deem it necessary. Members of the bargaining unit shall not lose pay for time spent during regular work hours at these meetings.

5. The recommendations of the Committee shall be submitted in writing to the Employer with a copy to Local 32, OPEIU., on or before the start of the 1989 Spring Semester.

6. All Committee members shall be provided with all available information and material usually associated with or utilized in the position classification review system.

ARTICLE XL

EMPLOYEE PERFORMANCE EVALUATION

1. Employee performance shall be evaluated and reviewed by the employee's supervisor annually, following the satisfactory completion of the probationary period. The overall evaluation shall fall into one of the following categories: "Exceptional", "Highly Effective", "Effective", "Marginal", or "Inadequate".

2. Each employee shall be notified of the rating determined for him/her and given an opportunity to participate in the formulation of performance standards and goals for improvement.

3. The employee shall be provided with a copy of the performance evaluation. The evaluation shall be signed by the supervisor and the employee before being placed in the employee's personnel file. The employee's signature shall verify that the employee has seen and reviewed the evaluation, but not that he/she necessarily concurs with the evaluation.

4. If an employee receives an overall rating of less than "Effective", his/her normal merit increment may be withheld. Employees having their normal merit increment withheld must be reevaluated following another ninety calendar days, and if the performance is evaluated as "Effective", or better, then the employee shall receive the normal merit increment as of the date of the re-evaluation. If upon re-evaluation, the performance has not come up to the "Effective" level then the normal merit increment shall be denied and the re-evaluation shall be considered a written warning for the purposes of disciplinary action. The supervisor shall advise the employee that failure to improve his/her performance may result in further disciplinary action up to and including termination for cause. Where a normal merit increment has been denied, the performance ratings concerned with the issue of restoration (as described in No. 4) shall not be grievable.

5. Employees who receive an overall rating of "Effective", or better shall receive their normal merit increment and will be

eligible to be considered for a cash merit award which may be made available by the Employer. The denial of a normal merit increment shall be grievable through Step Three (3) of the grievance procedure. Disputes concerning cash merit bonus awards shall not be grievable.

6. In the event of a proposed modification or change in part of all of the Performance Evaluation Review System, the Employer agrees to meet and discuss such changes with the Union prior to its introduction and/or adoption. The only grievable matter is whether pursuant to the paragraph such a meeting and discussion took place.

ARTICLE XLI

LEGISLATIVE ACTION

1. If any provisions of this Agreement require legislative action, or the appropriation of funds for their implementation, it is hereby understood that such provisions shall become effective only after the necessary legislative action or rule modification is enacted, and that the parties shall jointly seek the enactment of such legislative action or rule modification.

2. In the event that legislation becomes effective during the term of this Agreement which has the effect of improving the fringe benefits otherwise available to eligible employees in this unit, this Agreement shall not be construed as a limitation on their eligibility for such improvements.

ARTICLE XLII

SAVINGS CLAUSE

If any provision of this Agreement shall conflict with any Federal or State law or Rules or Regulations of a State Regulatory body, or have the effect of eliminating or making the State ineligible for Federal funding, that specific provision of this Agreement shall be deemed amended or nullified to conform to such law. The other provisions of the Agreement shall not be affected thereby and shall continue in full force and effect.

Upon request of either party the Employer and the Union, agree to meet and renegotiate any provision so affected.

ARTICLE XLIII

MAINTENANCE OF STANDARDS

A. Effects of Agreement

Any and all existing benefits, practices and general working conditions uniformly affecting all employees in the bargaining

unit in effect on the date of this Agreement shall remain in effect to the extent that are modified by this Agreement. Any policies which have the effect of work rules covering the conditions of employment and which conflict with any provision of this Agreement shall be considered to be modified consistent with the terms of this Agreement, provided that if the Employer changes or intends to make changes which have the effect of eliminating or altering such terms and conditions of employment, the Employer will notify the Union and, if requested by the Union within ten (10) days of such notice or of such change or of the date on which the change would reasonably have become known to the employees affected, the Employer shall within twenty (20) days of such request enter negotiations with the Union on the matter involved, provided the matter is within the scope of issues which are mandatorily negotiable under the Employer-Employee Relations Act as amended and further, is a dispute arises as to the negotiability of such matters, the procedures of the Public Employment Relations Commission shall be utilized to resolve such dispute.

B. Complete Agreement

The Employer and the Union acknowledge this to be their complete Agreement inclusive of all negotiable issues whether or not discussed and hereby waive any right to further negotiations except as may otherwise be provided herein or specifically reserved for continued negotiation by particular reference in memoranda of understanding predating the date of signing of this Agreement and except that proposed new rules or modification of existing rules governing working conditions shall be presented to the Union and negotiated upon the request of the Union as may be required pursuant to Chapter 303 of the Laws of N.J. 1968 and as amended.

ARTICLE XLIV

MISCELLANEOUS

Full time employees appointed on a regular ten (10) month basis generally receive benefits on a pro rata basis.

ARTICLE XLV

DURATION

1. Except as otherwise specified, all portions of this Agreement shall be effective upon the date of signing, and all portions of the Agreement shall terminate as of June 30, 1989.

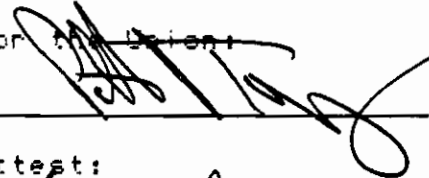
2. The parties agree to enter into collective negotiations concerning a successor agreement to become effective on or after July 1, 1989, subject to the provisions set forth in Article II,

Negotiating Procedure.

3. The parties hereby acknowledge and agree to the terms and conditions of the aforementioned Agreement between New Jersey Institute of Technology and Local 32, Office and Professional Employees International Union, AFL-CIO, entered into this First day of July, 1988 and which will terminate June 30, 1989.

Signed this First day of July, 1988


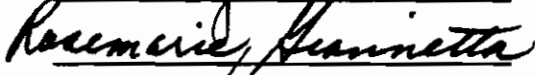

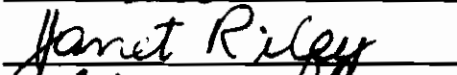
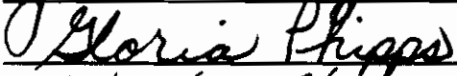
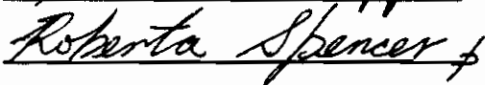
For the Union:

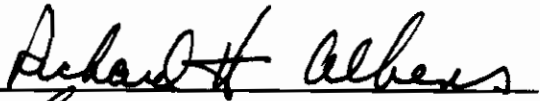

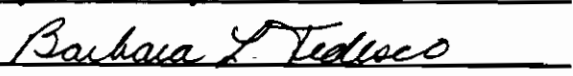



For the Employer:



Attest:

LETTER OF UNDERSTANDING

New Jersey Institute of Technology ("Employer") and Local 32, Office and Professional Employees International Union, AFL-CIO ("Union") are contracting parties in an Agreement concerning wages and terms and conditions of employment for the period through June 30, 1989. One Article of that Agreement embodies a condition whereby employees are required to pay a representation fee to the Union. As a condition of the continuance of that requirement, it is understood that the Union will provide relevant financial information to employees and maintain its demand and return system in such a manner as to be in accord with the then current law and determination by the U.S. Supreme Court in all related matters but specifically with regard to expeditious response, provision of required information and the preservation of individual's constitutional rights; and further it is understood that any rules or regulations promulgated by the New Jersey Public Employment Relations Commission concerning this matter will be abided by in the administration of the program.

David R. Pechman
For the Employer

[Signature]
For the Union

Date: July 1, 1988

APPENDIX A

OPEIU, AFL-CIO, Local 32
JOB TITLES (Alphabetical List)

Title	Range	Code
1 Academic Specialist	22	4068
2 Accountant Assistant	12-13	4029
3 Accounts Assistant Cashier		4030
4 Accounts Payable Clerk		4031
5 Administrative Assistant II	18	4088
6 Administrative Assistant III	16	2076
7 Administrative Assistant/Ed	16-18	4099
8 Administrative Clerk/Word Processor	15	4083
9 Assistant Storekeeper	10	4032
10 Bookkeeper/Stenographer	15	4033
11 Cashier	13	4061
12 Certification Clerk	15	4072
13 Computer Programmer	20	4062
14 Console Operator II	13	4004
15 Console Operator III		
16 Control Clerk	13	4080
17 Coordinator A/V	13	4111
18 Data Clerk		
19 Data Control Clerk	13	4071
20 Data Entry Clerk	13	4121
21 Delivery Supervisor	13	5037
22 Development Assistant - Research and Records	18	4014
23 DP Analyst III		
24 DP Operation Supervisor I	22	4011
25 DP Operation Supervisor II	19	4012
26 Electronic Publications Specialist	18	4119
27 Graphic Artist	15	4108
28 Head Clerk	15	4036
29 Head Clerk/Bookkeeper	15-16	4037
30 Head Clerk Recorder	15	4073
31 Head Computer Operator	19	4117
32 Information Desk Attendant	9	4110
33 Jr. Academic Consultant	20	3053
34 Library Assistant III	10	4042
35 Library Assistant II	14	4070
36 Media Clerk Typist		
37 Media Technician	17	4065
38 Principal Clerk	11	4046
39 Principal Clerk Assistant	13	
40 Principal Clerk Bookkeeper	12	4047
41 Principal Clerk Stenographer	13	4048
42 Principal Clerk Typist	11-12	4049
43 Principal Clerk Stenographer/Bookkeeper		
44 Principal Clerk/Word Processor	13	4081
45 Principal Key punch Machine Operator		
46 Purchasing Assistant	16	4078

47	Recorder/Head Clerk	15	4073
48	Research Assistant	18	4085
49	Secretarial Assistant		
50	Secretarial Assistant III	15	4057
51	Secretary/Word Processor	13	4082
52	Senior Clerk		
53	Senior Clerk Typist	11	4053
54	Senior Keypunch Machine Operator	9	4052
55	Senior Stock Clerk	10	4054
56	Store Clerk	11	4112
57	Technical Administrative Assistant II		
58	Telephone Coordinator	18	4079
59	Theatre Assistant	14	4063
60	Transcript Clerk	11	4093
61	Word Processor Operator		

Agreed by the parties on March 3, 1988

For the Employer:

For the Union:

L.S. Aaron R. Pulhamus

L.S. Lois Cuccinello

F:OPEIU
Titles