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AGREEMENT
1978-1980



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RUTGERS UNIVERSITY

between

THE BOARD OF TRUSTEES

of

GLOUCESTER COUNTY COLLEGE

and

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

in behalf of

MAINTENANCE AND CUSTODIAL EMPLOYEES

of

GLOUCESTER COUNTY COLLEGE

LOCAL 440-IUE, AFL-CIO

7/1/78 - 6/30/80





AGREEMENT

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

AND

The International Union of Electrical, Radio and Machine Workers, AFL-CIO, in behalf of the Maintenance and Custodial Employees of Gloucester County College, members of Local 440, IUE, AFL-CIO.

This Agreement entered into this first day of July, 1978, by and between the Board of Trustees of Gloucester County College, hereinafter called the Board, and the International Union of Electrical, Radio and Machine Workers, AFL-CIO, hereinafter called the Union, represents a complete agreement between the parties.

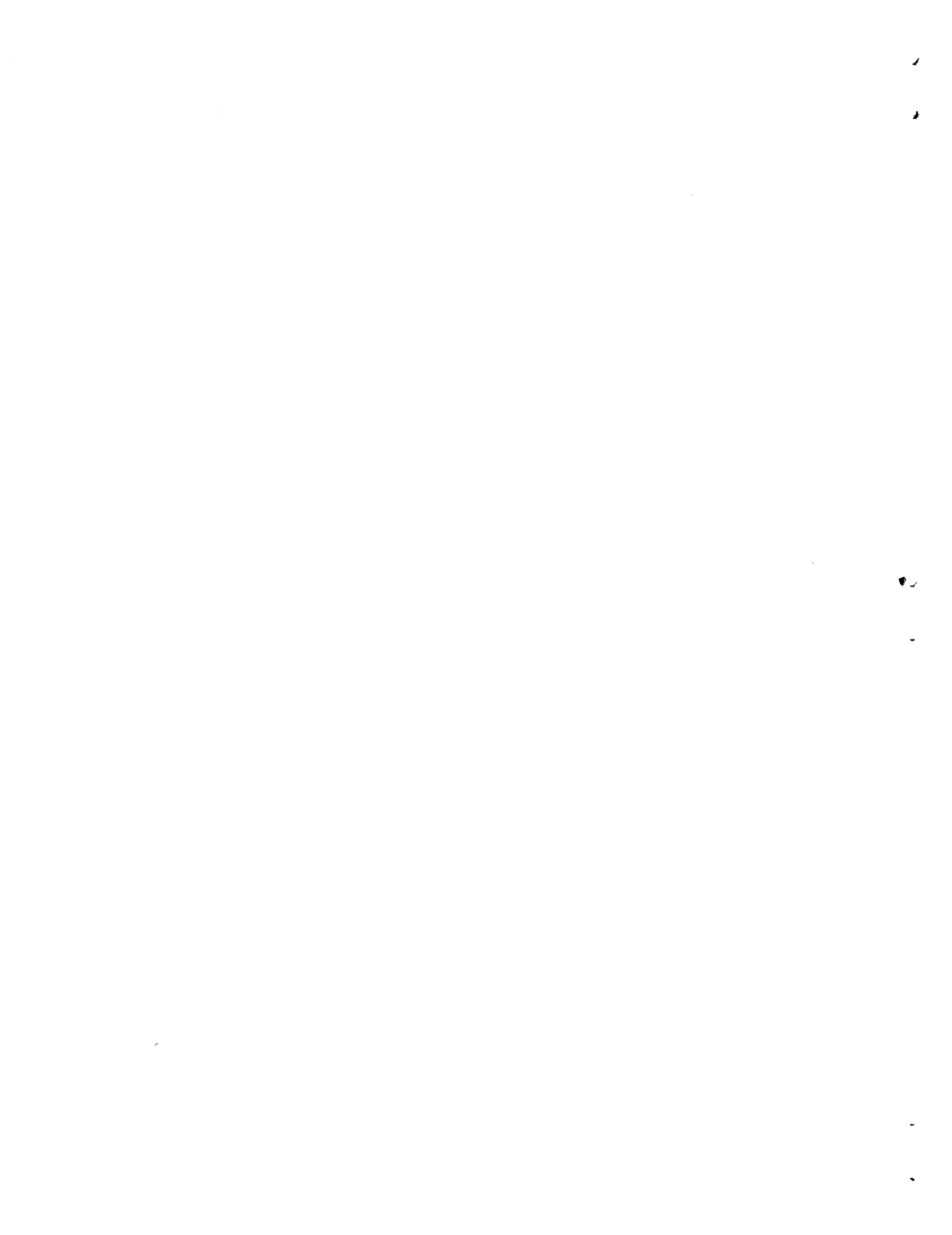


TABLE OF CONTENTS

ARTICLE I	- General Conditions.....	1
	1.1 Purpose.....	1
	1.2 Recognition.....	1
	1.3 Contrary to Law.....	1
ARTICLE II	- Rights of Parties.....	2
	2.1 Right to Organize.....	2
	2.2 Discrimination.....	2
	2.3 Rights and Function of Management.....	2
	2.4 Checkoff.....	3
	2.5 Safety Conditions.....	4
	2.6 Bulletin Boards.....	4
	2.7 Union Visitation.....	4
	2.8 Elected International Union Position.....	4 - 5
ARTICLE III	- Hours and Overtime Compensation.....	6
	3.1 Work Week.....	6
	3.2 Rest Period.....	6
	3.3 Notification of Change.....	6
	3.4 Overtime Compensation.....	7
	3.5 Notice for Overtime.....	7
	3.6 Reporting In.....	7
	3.7 Excused for Injury.....	8
	3.8 Performance Notice.....	8

TABLE OF CONTENTS (Cont.)

ARTICLE IV	- Seniority.....	9
	4.1 Definition.....	9
	4.2 Layoff.....	9
	4.3 Recall.....	9
	4.4 Seniority for Union Officers.....	9
	4.5 Termination.....	10
	4.6 Military Leave.....	10
	4.7 Maternity Leave.....	11
ARTICLE V	- Employee Benefits.....	12
	5.1 Annual Vacation.....	12
	5.2 Sick Leave.....	13
	5.3 Family Illness.....	13
	5.4 Bereavement.....	13
	5.5 Holidays.....	13
	5.6 Medical Insurance.....	14
	5.7 Prescription Plan.....	14
	5.8 Insurance Carriers(s).....	14
	5.9 Tuition Waiver.....	14
	5.10 Personal Leave.....	15
	5.11 Jury Duty.....	15
ARTICLE VI	- Grievance Procedure.....	16
	6.1 Definition.....	16
	6.2 Steps.....	16 - 17

TABLE OF CONTENTS (Cont.)

	6.3 Conditions	18
ARTICLE VII	Salary Schedule.....	19
	7.1 Per-Annum Salary.....	19
	7.2 Vacancies.....	19
	7.3 New Employees.....	20
	7.4 Temporary Employees	20
	7.5 Job Descriptions.....	20
ARTICLE VII	Agreement Terms.....	21
	8.1 Scope of Agreement.....	21
	8.2 Term and Notice.....	21



ARTICLE I

GENERAL CONDITIONS

1.1 PURPOSE

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

1.2 RECOGNITION

The Board recognizes the International Union of Electrical, Radio and Machine Workers, AFL-CIO, Local 440, as the exclusive bargaining agent for employees in the custodian, groundsman, maintenance, and fireman/maintenance categories for the purpose of collective bargaining in respect to wages, hours and working conditions.

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

1.3 CONTRARY TO LAW

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

ARTICLE II
RIGHTS OF PARTIES

2.1 RIGHT TO ORGANIZE

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

2.2 DISCRIMINATION

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

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

2.3 RIGHTS AND FUNCTION OF MANAGEMENT

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

It is the prerogative of the Board from time to time to modify, 1
change, to select and determine all qualifications of employees, 2
and the methods by which such qualifications are to be determined; 3
to assign employees as the Board shall in its judgment determine 4
proper; to fix all or any assignments as to wages and hours 5
which need to be uniform. 6

The exercise by the Board of any one or more of its prerogatives, 7
as set forth above, shall not at any time be subject to collective 8
bargaining as provided in this Agreement; subject always to the 9
right of the Union to bargain collectively with the Board with 10
respect to salaries, grievances, and other conditions of employment, 11
referred to in the Agreement. The Board retains all rights not 12
specifically conferred upon the Union. 13

2.4 CHECKOFF 14

For the duration of this Agreement, the College shall deduct the 15
monthly Union dues and initiation fees, if payment is payable, on 16
a pro rata bi-weekly basis, for those employees in the bargaining 17
Union whose written and signed authorization has been obtained by 18
the Union and forwarded to the Office of Personnel Services of 19
Gloucester County College. 20

The College shall forward a check for the total of such deductions 21
to the Financial Secretary of Local 440, IUE by the 15th day of the 22
month following the month for which deductions are made. The 23
following dues deduction authorization shall be in the form as 24
indicated on Appendix I. 25

2.5	<u>SAFETY CONDITIONS</u>	1
	The President of the College or his designee and the Union	2
	chairperson or their designee shall comprise The Safety Com-	3
	mittee. They shall meet monthly to review safety conditions	4
	for employees. The recommendations of the Safety Committee	5
	shall be forwarded to the Board of Trustees for consideration.	6
2.6	<u>BULLETIN BOARDS</u>	7
	The College shall make available to the union a bulletin board	8
	for the purpose of posting official union notices.	9
2.7	<u>UNION VISITATION</u>	10
	Officers or representatives of the Union (i.e., President, Vice-	11
	President, International Representative) shall, upon notice to	12
	the President of the College or his designee, be admitted to the	13
	College during working hours for the purpose of ascertaining	14
	whether or not this agreement is being observed by the parties	15
	or for assisting in the adjustment of grievances.	16
2.8	<u>ELECTED INTERNATIONAL UNION POSITION</u>	17
	Any one member of this bargaining unit will be granted a one	18
	year unpaid leave of absence to serve in an elected or designated	19
	International Union position. Application for such leave must	20
	be made at least 45 calendar days prior to the effective date	21
	of such leave, and notice of intent to return must be given	22
	at least 45 calendar days prior to expected date of return. If	23
	notice of intent to return is not received prior to the required	24
	date then this shall be understood as resignation.	25

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

ARTICLE III

HOURS AND OVERTIME COMPENSATION

3.1 WORK WEEK

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

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

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

3.2 REST PERIOD

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

3.3 NOTIFICATION OF CHANGE

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

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

3.4 OVERTIME COMPENSATION

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

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4

All work performed in excess of (40) hours or on days other
than during a standard week will be paid at one and one-
half (1½) times the regular rate. All work performed
on Board approved holidays paid at two and one-half
(2½) times the regular rate.

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3.5 NOTICE FOR OVERTIME

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

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No employee shall be compensated for overtime on holidays.

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3.6 REPORTING IN

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

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

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ARTICLE V

EMPLOYEE BENEFITS

5.1 ANNUAL VACATION 1

Employees shall receive ten (10) working days vacation for 2
the first year of employment, earned at the rate of one day per 3
month commencing with the third month. After the first full year 4
up to five (5) full years of service, the employee will receive 5
twelve (12) working days vacation per year earned at the rate of 6
one day per month. Commencing with the sixth (6th) year of 7
service, the employee will receive fifteen (15) working days 8
vacation per year earned at the rate of one and one-fourth (1-1/4) 9
days per month. 10

Vacation time must be taken in the college fiscal year or within 11
two and one-half months (before September 15) of the year in 12
which it is earned, except that six days may be carried over 13
until September 15 of the following year. In rare instances, 14
vacation may be taken in the year immediately following, at the 15
discretion of the President. 16

Vacation schedules are the responsibility of the supervisor 17
and should be so arranged that efficiency of the office and 18
the college may be maintained. Seniority will be given con- 19
sideration in the arrangement of vacation schedules. 20

5.2

SICK LEAVE

Employees shall receive twelve (12) days sick leave per year 1
accumulative (i.e., one (1) day per month). 2

Sick leave is subject to medical verification if requested by 3
supervisors. 4

Sick leave will be credited to the employee on a pro rated basis 5
from the time of employment for those starting other than the 6
start of the college fiscal year. 7

5.3

FAMILY ILLNESS

Employees may be absent from work because of a serious illness 8
or contagious disease among members of the family residing in the 9
employee's household (family includes father, mother, spouse, 10
and children). Such time is to be charged against sick leave. 11
12

5.4

BEREAVEMENT

A paid bereavement leave of four (4) days maximum will be 13
allowed for each death in the immediate family. Family shall 14
mean: father, mother, siblings, wife, husband, children, step- 15
children, grandchildren and grandparents. 16
17

In the event of the death of a member of the family other than 18
those previously listed, a Union member may be entitled to one 19
full day to attend the funeral. 20

5.5

HOLIDAYS

Holidays for the period of this contract shall be determined by 21
action of the Board. The holidays for the 1978-79 school 22
year are indicated on Appendix II. 23
24

5.6	<u>MEDICAL INSURANCE</u>	1
	The Board shall provide for each employee, after the first two	2
	months of employment, full family coverage under Hospital	3
	Service Plan of New Jersey (Blue Cross and Blue Shield) or	4
	comparable plan, at least in services and benefit.	5
5.7	<u>PRESCRIPTION PLAN</u>	6
	Each employee shall receive Board initiated and funded Blue	7
	Cross of New Jersey Prescription Plan (\$1.00 Deductible, Co-Pay)	8
	at the following rates:	9
	<u>Single</u> <u>Parent/Child</u> <u>Family</u>	10
	\$2.05/per month \$3.18/per month \$4.97/per month	11
	(Rate figures are for identification of quoted plan and are not	12
	binding to cost)	13
5.8	<u>INSURANCE CARRIER(S)</u>	14
	The Board and Union agree to negotiate on the merits of any proposed	15
	change in insurance carriers based on the benefits of the proposed	16
	plan(s), but not to include compensation for a less expensive	17
	plan(s). Such negotiation shall be prior to any effective change	18
	to a different plan(s).	19
5.9	<u>TUITION WAIVER</u>	20
	Following the close of registration for both full and part-time	21
	students, employees and their dependents, will be granted	22
	entrance, credit and waiver of tuition to any class still open.	23
	Dependents shall mean: Spouse and children.	24

5.10

PERSONAL LEAVE

Employees may be granted two (2) days personal leave with pay for bona fide personal business which cannot be handled outside of regular working hours, such as:

- (a) Real estate closing
- (b) Marriage of the unit member of a member of his/her immediate family
- (c) Graduation of a member of the immediate family
- (d) Required appearance in court wherein the employee is not in party and suit with the College.

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

5.11

JURY DUTY

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

ARTICLE VI

GRIEVANCE PROCEDURE

6.1 DEFINITION

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

6.2 STEPS

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

STEP 1

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

STEP 2

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

STEP 3

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

STEP 4

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

STEP 5

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

STEP 6

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

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

6.3 CONDITIONS

(a) All time spent, during normal working hours, in the adjustment
of grievances and arbitration will be paid at straight time.

(b) The time for meetings or for giving of decisions at each step
above may be extended by mutual agreement of the parties involved
in the particular or respective steps.

(c) The Union and the Board shall share equally the arbitrator's
fee and expenses.

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

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

(f) A grievance may be withdrawn at any level.

ARTICLE VII

SALARY SCHEDULE

7.1	<u>PER-ANNUM SALARY</u>		1
	<u>Effective July 1, 1978</u>	<u>Effective July 1, 1979</u>	2
	A. <u>Custodian</u>		3
	1. \$8,550	1. \$9,300	4
	B. <u>Groundsman</u>		5
	1. \$8,650	1. \$9,400	6
	C. <u>Maintenance</u>		7
	1. \$10,650	1. \$11,400	8
	D. <u>Fireman/Maintenance</u>		9
	1. \$10,950	1. \$11,700	10
	Note 1: Those employees above rates per job classification		11
	are classified "red circle" rates (2).		12
	Note 2. Fireman/Maintenance employees are required to		13
	maintain a Black Seal License.		14
	Custodial, Maintenance, and Fireman/Maintenance personnel		15
	assigned to the night shifts will receive a night time dif-		16
	ferential rate as follows:		17
	(a) Effective July 1, 1978, \$275. per annum, pro rated, per		18
	night shift assignment.		19
7.2	<u>VACANCIES</u>		20
	If a job opening occurs in a higher pay classification within		21
	the bargaining unit, then the appointment shall be given to		22

the most senior employee who bids, if such senior employee
meets established qualifications for the vacant position.

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

7.3 NEW EMPLOYEES

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

7.4 TEMPORARY EMPLOYEES

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

7.5 JOB DESCRIPTIONS

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

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

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

AGREEMENT TERMS

8.1 SCOPE OF AGREEMENT

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

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8.2 TERM AND NOTICE

This Agreement shall be effective for the period July 1, 1978 through June 30, 1980. Between April 1, 1980 and April 15, 1980 either party may give written notice to the other of its intention to terminate, modify, or supplement this Agreement. Such negotiations for a subsequent Agreement shall commence no later than fifteen (15) calendar days thereafter.

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BOARD OF TRUSTEES

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

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by [Signature]
Chairperson, Board of Trustees

by Michael Guerinio
International Representative,
IUE, AFL-CIO

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by [Signature]
Secretary, Board of Trustees

by Arnold Clardy
for Local 440, IUE, AFL-CIO

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by [Signature]
Chairperson, Negotiations Comm.

by John J. Hughes
for Local 440, IUE, AFL-CIO

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by Virginia N. Scott
Witness

by Robert Miller
for Local 440, IUE, AFL-CIO

23
24

by John C. Wallace Jr.
Witness

by _____
for Local 440, IUE, AFL-CIO

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DATED July 5, 1978

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APPENDIX I

CHECKOFF AUTHORIZATION

IUE LOCAL 440

TO: GLOUCESTER COUNTY COLLEGE, Sewell, N. J. _____
(Name of College and Location) (Effective Date)

I authorize and direct that you checkoff from my first pay of each month an amount equal to IUE Local 440 membership dues, including initiation fee (if payable) and to promptly remit same to Local 440, International Union of Electrical Workers (Affiliated with the AFL-CIO).

This checkoff is valid and is not revocable until:

- (a) The expiration of contract; or
- (b) One Year from signature

Revocation shall be in effect only if I give you and Local 440, International Union of Electrical, Radio and Machine Workers written notice by individual certified mail, return receipt requested.

Date

Signature

APPENDIX II

GLOUCESTER COUNTY COLLEGE

College Holiday Calendar

1978-79

JULY 4, 1978	Tuesday	Independence Day
SEPTEMBER 4, 1978	Monday	Labor Day
OCTOBER 9, 1978	Monday	Columbus Day
NOVEMBER 10, 1978	Friday	Veterans' Day
NOVEMBER 23, 1978	Thursday	Thanksgiving Day
NOVEMBER 24, 1978	Friday	Thanksgiving Holiday
DECEMBER 25, 1978	Monday	Christmas Day
JANUARY 1, 1979	Monday	New Year's Day
JANUARY 15, 1979	Monday	Martin Luther King's Birthday
FEBRUARY 19, 1979	Monday	Presidents' Day
APRIL 13, 1979	Friday	Good Friday
MAY 28, 1979	Monday	Memorial Day

