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AGREEMENT

1978-1980

between

THE BOARD OF TRUSTEES

of

GLOUCESTER COUNTY COLLEGE

and

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

in behalf of

CLERICAL EMPLOYES

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 Clerical Employees of Gloucester County College, members of Local 440, IUE, AFL-CIO.

This Agreement entered into this 1st 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.

Committee shall be forwarded to the Board of Trustees for consideration.

2.6 BULLETIN BOARDS

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

2.7 UNION VISITATION

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

2.8 ELECTED INTERNATIONAL UNION POSITION

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

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

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

All work performed in excess of thirty-five (35) hours and up to forty (40) hours in the standard work week shall be

paid at the regular straight time rate.

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

Union members, who have completed a normal work day and are required to return to work for evening assignments, will be entitled to a $5.00 dinner allowance.

3.5 NOTICE FOR OVERTIME

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

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

3.6 REPORTING IN

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

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

3.7 EXCUSED FOR INJURY

If any employee is injured in the performance of their duties during the course of the work day and requires medical or surgical attention, and is advised by medical personnel or the nurse not to return to work that day, they will be paid the balance of the regular work day on which such injury occurs at their regular hourly rate.

3.8 PERFORMANCE NOTICE

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

ARTICLE IV

SENIORITY

4.1 DEFINITION

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

4.2 LAYOFF

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

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

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

4.3 RECALL

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

Employees on layoff shall be recalled to work prior to the Board hiring new employees for the jobs open by the layoffs. Employees shall be eligible for recall when on layoff for a period not to exceed eighteen (18) months.

4.4 SENIORITY FOR UNION OFFICERS

All union officers employed at Gloucester County College (I.E., President and Vice-President of Local 440, Union Chairperson, and Union Shop Steward of GCC), shall be deemed to have super seniority insofar as layoffs are concerned during the term of office to which they are elected. They will be returned to their regular standing on the seniority list upon termination of office.

4.5 TERMINATION

Seniority shall cease upon voluntary termination, discharge for just cause, and failure to return to work when recalled.

The union chairperson shall be notified immediately of all discharges.

If a grievance is to be initiated because of a discharge, it shall be processed commencing with Step 2 of the grievance procedure.

If any discharge for just cause is found to be unfair or discriminatory, the employee shall be reinstated with full seniority rights and retroactive pay for all time lost, subject to any agreement made between the Union and the College authorities or subject to the decision of an arbitrator.

4.6 MILITARY LEAVE

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

4.7 MATERNITY LEAVE

An employee intending to request maternity leave without pay shall:

(a) Apply for leave within two weeks of confirmation

of her pregnancy by her attending physician stating the commencement date of such leave, and the expected date of her return.

(b) Supply the administration with a statement in writing, by her attending physician, attesting to her ability to perform her duties satisfactorily.

(c) Be granted that leave at any time after sixty (60) days from her application and before the expected date of birth and continuing to the expected date of return listed on her initial application.

(d) At least 60 days prior to the expected date of return listed on her initial application, confirm to the Board that she will return on that date, or apply for an extension for reasons associated with the pregnancy or birth relating to her physical or mental condition and certification of such condition and need by her attending physician.

(e) Supply to the administration prior to return to duty, a statement in writing by her attending physician attesting to her ability to resume her duties satisfactorily.

ARTICLE V

EMPLOYEE BENEFITS

5.1 ANNUAL VACATION

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

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

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

5.2 SICK LEAVE

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

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

Sick leave will be credited to the employee on a

pro rated basis from the time of employment for those starting other than the start of the college fiscal year.

5.3 FAMILY ILLNESS

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

5.4 BEREAVEMENT

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

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

5.5 HOLIDAYS

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

5.6 MEDICAL INSURANCE

The Board shall provide for each employee, after the first two months of employment, full family coverage under Hospital Service Plan of New Jersey (Blue Cross and Blue Shield) or comparable plan, at least in services and benefit.

5.7 PRESCRIPTION PLAN

Each employee shall receive Board initiated and funded Blue Cross of New Jersey Prescription Plan ($1.00

Deductible, Co-Pay) at the following rates:

Single	Parent/Child	Family
$2.05/per month	$3.18/per month	$4.97/per month

(Rate figures are for identification of quoted plan and are not binding to cost)

5.8 INSURANCE CARRIER(S)

The Board and Union agree to negotiate on the merits of any proposed change in insurance carriers based on the benefits of the proposed plan(s), but not to include compensation for a less expensive plan(s). Such negotiation shall be prior to any effective change to a different plan(s).

5.9 TUITION WAIVER

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

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 or 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 their 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 secretaries/clerks 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 secretaries/clerks, 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 not withstanding, 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 Each member of the bargaining unit in the employment of the College during the 1977-78 fiscal year shall have his/her annual salary adjusted by $700 per annum including increment for each year of this contract's duration.

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

Current bookkeeper and security guard shall have their 1977-78 salary adjusted by $700 per annum each year of this two (2) year agreement.

PER-ANNUM SALARY

LEVEL I:

1978-79 Work Year

Initial hire, July 1, 1978		$7,600.00
	(a)	7,900.00
	(b)	8,200.00
	(c)	8,500.00
	(d)	8,800.00
	(e)	9,100.00

1979-80 Work Year

Initial hire, July 1, 1979		$8,000.00
	(a)	8,300.00
	(b)	8,600.00
	(c)	8,900.00
	(d)	9,200.00
	(e)	9,500.00
	(f)	9,800.00

LEVEL II:

Classification includes:

Clerk-Stenographer

Keypunch Operator

Project Clerk

Records Statistics Clerk

Secretary

Stockroom/Receiving Clerk

LEVEL III:

Classification includes:

Team Coordinator

Telecommunications Coordinator

7.2 STARTING SALARIES

Effective July 1, 1978, minimum starting salary is $7,600, Level I Classification.

Effective July 1, 1979, minimum starting salary is $8,000, Level I Classification.

Level II Classification shall receive an additional $300 salary factor.

Level III Classification shall receive an additional $600 salary factor.

Night Shift differential for switchboard operator(s) on a 1:30 P.M. to 9:30 P.M. shift shall be $150 per annum pro rata.

7.3 VACANCIES

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

vacant position.

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

7.4 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.

7.5 NEW EMPLOYEES

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

7.6 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.

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.

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.

Board of Trustees	International Union of Electrical Radio and Machine Workers, AFL-CIO
by _____ Chairperson, Board of Trustees	by Michael Giuliano International Representative, IUE, AFL-CIO
by _____ Secretary, Board of Trustees	by Mary T. Hill for Local 440, IUE, AFL-CIO
by _____ Chairperson, Negotiations Comm.	by Marian D. Fiorino for Local 440, IUE, AFL-CIO
by Virginia N. Scott Witness	by Doris D. Fox for Local 440, IUE, AFL-CIO
by John C. Hallace Jr Witness	by Joan Frampton for Local 440, IUE, AFL-CIO

Dated July 5, 1978

APPENDIX I

CHECKOFF AUTHORIZATION

IUE LOCAL 440

TO: GLOUCESTER COUNTY COLLEGE, Sewell, NJ _____
(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