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THIS JOBS
NOT CALCULATE

AGREEMENT 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

7-1-74
6-30-75

LIBRARY
Institute of Management and
Labor Relations

RUTGERS UNIVERSITY



AGREEMENT

Between the Board of Trustees of Gloucester County College, operating under the provision of Public Laws of 1968, Chapter 303 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
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.

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 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 | <u>RIGHT TO ORGANIZE</u> | 1 |
| | All present and newly hired employees, covered by this | 2 |
| | agreement may on the thirtieth (30th) calendar day of | 3 |
| | employment, or thirty (30) days after the effective date | 4 |
| | of this agreement, whichever is the later, become members | 5 |
| | in good standing of the Union and may maintain membership | 6 |
| | in the Union during the life of this agreement. | 7 |
| 2.2 | <u>DISCRIMINATION</u> | 8 |
| | There shall be no discrimination, interference, restraint, | 9 |
| | intimidation or coercion by the Board and its represent- | 10 |
| | atives or by the Union and its representatives on account | 11 |
| | of any employee's sex, race, color, creed, marital status | 12 |
| | or national origin. | 13 |
| | There shall be no discrimination against any employee on | 14 |
| | account of membership in the Union. | 15 |
| 2.3 | <u>RIGHTS AND FUNCTION OF MANAGEMENT</u> | 16 |
| | Subject to the provisions of this Agreement, the Union | 17 |
| | agrees that supervision, management and control of Glou- | 18 |
| | cester County College operations are exclusively the | 19 |
| | function of the administration and the Board and that the | 20 |
| | Board has the right to make such reasonable rules and | 21 |
| | regulations as it considers necessary or advisable for | 22 |
| | the orderly and efficient conduct of its operations. | 23 |

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

The exercise by the Board of any one or more of its pre- 7
rogatives, as set forth above, shall not at any time be 8
subject to collective bargaining as provided in this Agree- 9
ment; subject always to the right of the Union to bargain 10
collectively with the Board with respect to salaries, 11
grievances, and other conditions of employment, referred 12
to in the Agreement. The Board retains all rights not 13
specifically conferred upon the Union. 14

2.4

CHECKOFF

15
For the duration of this Agreement, the College shall de- 16
duct the monthly Union dues and initiation fees, if pay- 17
ment is payable, on a prorata bi-weekly basis, for those 18
employees in the bargaining Union whose written and sign- 19
ed authorization has been obtained by the Union and for- 20
warded to the Dean of Administrative Services of Gloucester 21
County College. 22

The College shall forward a check for the total of such 23
deductions to the Financial Secretary of Local 440, IUE by 24
the 15th day of the month following the month for which 25
deductions are made. The following dues deduction author- 26
ization shall be in the form as indicated on Appendix I. 27

| | | |
|-----|--|----|
| 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 | 3 |
| | Committee. They shall meet when deemed necessary to review | 4 |
| | safety conditions for employees. The recommendations of | 5 |
| | The Safety Committee shall be forwarded to the Board of | 6 |
| | Trustees for consideration. | 7 |
| 2.6 | <u>BULLETIN BOARDS</u> | 8 |
| | The College shall make available to the Union a bulletin | 9 |
| | board for the purpose of posting official Union notices. | 10 |
| 2.7 | <u>UNION VISITATION</u> | 11 |
| | Officers or representatives of the Union (i.e., President | 12 |
| | Vice-President, International Representative) shall, upon | 13 |
| | notice to the President of the College or his designee, | 14 |
| | be admitted to the College during working hours for the | 15 |
| | purpose of ascertaining whether or not this agreement is | 16 |
| | being observed by the parties or for assisting in the | 17 |
| | adjustment of grievances. | 18 |
| 2.8 | <u>ELECTED INTERNATIONAL UNION POSITION</u> | 19 |
| | Any one member of this bargaining unit will be granted a | 20 |
| | one year unpaid leave of absence to serve in an elected or | 21 |
| | designated International Union position. Application for | 22 |
| | such leave must be made at least 45 calendar days prior | 23 |
| | to expected date of return. If notice of intent to return | 24 |
| | is not received prior to the required date then this shall | 25 |
| | be understood as resignation. | 26 |

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

ARTICLE III
HOURS AND OVERTIME COMPENSATION

| | | |
|-----|---|----|
| 3.1 | <u>WORK WEEK</u> | 1 |
| | The standard work week shall be thirty-five (35) hours | 2 |
| | per week, Monday through Friday, seven working hours per | 3 |
| | day, five (5) days per week, exclusive of one hour for | 4 |
| | lunch. | 5 |
| | The College shall not be limited by any provision in this | 6 |
| | agreement from establishing a standard five-day work week | 7 |
| | other than Monday through Friday. | 8 |
| 3.2 | <u>REST PERIOD</u> | 9 |
| | All employees will be allowed a fifteen (15) minute break | 10 |
| | in the morning and a fifteen (15) minute break in the | 11 |
| | afternoon as scheduled by the respective supervisors. | 12 |
| 3.3 | <u>NOTIFICATION OF CHANGE</u> | 13 |
| | The Union shall be notified of any proposed changes in | 14 |
| | the above working schedule. Any differences or disputes | 15 |
| | concerning any such proposed changes shall be handled | 16 |
| | through the grievance procedures. | 17 |
| | Except in unusual circumstances when it cannot be antic- | 18 |
| | ipated, a Union member will be notified at least one week | 19 |
| | in advance of a permanent reassignment of duties. | 20 |

| | | |
|-----|---|----|
| 3.4 | <u>OVERTIME COMPENSATION</u> | 1 |
| | All work performed in excess of thirty-five (35) hours | 2 |
| | and up to forty (40) hours in the standard work week | 3 |
| | shall be paid at the regular straight time rate. | 4 |
| | | |
| | All work performed in excess of forty (40) hours or on | 5 |
| | days other than during a standard work week shall be paid | 6 |
| | at one and one-half (1-1/2) times the regular straight | 7 |
| | time rate. All work performed on Board approved holidays | 8 |
| | shall be paid at two and one-half (2-1/2) times the regu- | 9 |
| | lar straight time rate. | 10 |
| | | |
| 3.5 | <u>NOTICE FOR OVERTIME</u> | 11 |
| | If overtime is required, the administration will endeavor | 12 |
| | to give notice of twenty-four (24) hours of overtime | 13 |
| | requirements and notice of forty-eight (48) hours of re- | 14 |
| | quested holiday overtime. | 15 |
| | | |
| | No employee shall be compelled to work overtime on | 16 |
| | holidays. | 17 |
| | | |
| 3.6 | <u>REPORTING IN</u> | 18 |
| | Employees who report to work at their regular starting | 19 |
| | time and have not been given sufficient notice not to | 20 |
| | report, shall be guaranteed at least seven (7) hours work | 21 |
| | or pay, except when the inability to provide seven (7) | 22 |
| | hours work is due to an "act of God" beyond the control | 23 |
| | of the Board. | 24 |

Employees shall be expected to report to work unless 1
notified to the contrary when school is closed for 2
emergencies or inclement weather. 3

3.7 EXCUSED FOR INJURY 4

If any employee is injured in the performance of their 5
duties during the course of the work day and requires 6
medical or surgical attention, and is advised by medical 7
personnel or the nurse not to return to work that day, 8
they will be paid the balance of the regular work day on 9
which such injury occurs at their regular hourly rate. 10

ARTICLE IV

SENIORITY

- 4.1 DEFINITION 1
Seniority shall be defined as the employee's length of 2
continuous service beginning with original date of report- 3
ing to work. 4
- 4.2 In the event of a layoff, the least senior employee in the 5
job category specified in Article I shall be laid off first.6
Recall from layoff shall be accomplished in the inverse 7
order of the layoff. 8
- 4.3 RECALL 9
All employees shall be notified by certified mail, direct- 10
ed to the address of the employee as stated in the College 11
records, to return to work and be allowed five (5) work 12
days in which to report to work after such notice before 13
any loss of seniority occurs. 14
- Employees on layoff shall be recalled to work prior to the 15
Board hiring new employees for the jobs open by the lay- 16
offs. Employees shall be eligible for recall when on 17
layoff for a period not to exceed one (1) year. 18
- 4.4 SENIORITY FOR UNION OFFICERS 19
All Union officers employed at Gloucester County College 20
(i.e., President and Vice-President of Local 440, Union 21
Chairperson, and Union Shop Steward of GCC), shall be 22
deemed to have super seniority insofar as layoffs are 23
concerned during the term of office to which they are 24

elected. They will be returned to their regular standing 1
on the seniority list upon termination of office. 2

4.5 TERMINATION 3

Seniority shall cease upon voluntary termination, discharge 4
for just cause, and failure to return to work when recalled.5

The Union chairperson shall be notified immediately of 6
discharges. 7

If a grievance is to be initiated because of a discharge, 8
it shall be processed commencing with Step 2 of the 9
grievance procedure. 10

If any discharge for just cause is found to be unfair or 11
discriminatory, the employee shall be reinstated with full 12
seniority rights and retroactive pay for all time lost, 13
subject to any agreement made between the Union and the 14
College authorities or subject to the decision of an 15
arbitrator. 16

4.6 MILITARY LEAVE 17

All military leaves shall be dealt with in accordance with 18
applicable Federal and Local regulations. 19

4.7 MATERNITY LEAVE 20

An employee intending to request maternity leave without 21
pay shall: 22

Sick leave is subject to medical verification if requested 1
by supervisors. 2

Sick leave will be credited to the employee on a pro- 3
rated basis from the time of employment for those starting 4
other than the start of the college fiscal year. 5

5.3 FAMILY ILLNESS 6

Employees may be absent from work because of a serious 7
illness or contagious disease among members of the family 8
residing in the employee's household (family includes 9
father, mother, spouse, and children). Such time is to 10
charged against sick leave. 11

5.4 BEREAVEMENT 12

A paid bereavement leave of three days maximum will be 13
allowed for each death in the immediate family. Family 14
shall mean: father, mother, siblings, wife, husband, 15
children, step-children and grandchildren. Additional 16
leave may be granted at the discretion of the President. 17

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

5.5 HOLIDAYS 21

Holidays for the period of this contract shall be deter- 22
mined by action of the Board. The holidays for the 1974- 23
1975 school year are indicated on Appendix II. 24

| | | |
|-----|---|----|
| 5.6 | <u>MEDICAL INSURANCE</u> | 1 |
| | The Board shall provide for each employee, after the | 2 |
| | first two months of employment, full family coverage under | 3 |
| | New Jersey Public and School Employees Health Benefit Plan. | 4 |
| 5.7 | <u>TUITION WAIVER</u> | 5 |
| | Following the close of registration for both full and part- | 6 |
| | time students, employees and their dependents, will be | 7 |
| | granted entrance, credit and waiver of tuition to any class | 8 |
| | still open. Dependents shall mean: spouse and children. | 9 |
| 5.8 | <u>PERSONAL LEAVE</u> | 10 |
| | Employees may be granted personal leave with pay for | 11 |
| | personal business which cannot be handled outside of reg- | 12 |
| | ular working hours. Such leave may be granted by the | 13 |
| | President of the College upon a written request directed | 14 |
| | to him. | 15 |
| 5.9 | <u>JURY DUTY</u> | 16 |
| | Employees who are required to be absent from work to serve | 17 |
| | on jury duty shall be paid the difference between the dai- | 18 |
| | ly jury duty pay and their regular straight time daily | 19 |
| | pay. | 20 |

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 her designees on the one hand and the Dean of Administrative Services or his 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 1
A grievance committee composed of the Union representative 2
or his designee on the one hand and the President of the 3
College or his designee on the other hand. If no satis- 4
factory agreement is reached between them within seven (7) 5
days, the matter shall be referred to: 6

STEP 4 7
The Board of Trustees or their designees who shall review 8
the grievance and attempt to resolve it to the satisfaction 9
of the aggrieved employee. If no satisfactory agreement 10
is reached within twenty (20) calendar days, the matter 11
shall be dealt with as follows: 12

STEP 5 13
All differences, disputes or grievance between the parties 14
that are not satisfactorily settled after the steps indi- 15
cated above, shall at the request of either party be 16
submitted to arbitration within fifteen (15) days to the 17
American Arbitration Association. Neither the Board nor 18
the Union shall be permitted to assert in such arbitration 19
proceeding any ground or to rely on any evidence not pre- 20
viously disclosed to the other party. The arbitrator 21
shall have no power to alter, add to or subtract from the 22
terms of this agreement. 23

STEP 6 24
Copies of the arbitrator's determination shall be given 25
to each party to this contract within thirty (30) days of 26
hearing. 27

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.

1

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

2

ARTICLE VII

| | | | |
|-----|---|-------------------------------|----------------------------------|
| 7.1 | <u>PER-ANNUM SALARY</u> | | 1 |
| | A. <u>Custodian</u> | | 2 |
| | | <u>Effective July 1, 1974</u> | <u>Effective January 1, 1975</u> |
| | | | 3 |
| | 1. \$5,000 | 1. \$5,200 | 4 |
| | 2. 5,500 | 2. 5,700 | 5 |
| | 3. 5,700 | 3. 5,900 | 6 |
| | 4. 5,900 | 4. 6,100 | 7 |
| | 5. 6,100 | 5. 6,300 | 8 |
| | 6. 6,300 | 6. 6,500 | 9 |
| | B. <u>Groundsman</u> | | 10 |
| | 1. 5,700 | 1. 5,900 | 11 |
| | 2. 5,900 | 2. 6,100 | 12 |
| | 3. 6,100 | 3. 6,300 | 13 |
| | 4. 6,300 | 4. 6,500 | 14 |
| | C. <u>Maintenance</u> | | 15 |
| | 1. 7,100 | 1. 7,300 | 16 |
| | 2. 7,500 | 2. 7,700 | 17 |
| | 3. 7,900 | 3. 8,100 | 18 |
| | 4. 8,300 | 4. 8,500 | 19 |
| | D. <u>Fireman/Maintenance</u> | | 20 |
| | 1. 7,650 | 1. 7,850 | 21 |
| | 2. 8,050 | 2. 8,250 | 22 |
| | 3. 8,450 | 3. 8,650 | 23 |
| | Note: Fireman/Maintenance employees are required to | | 24 |
| | maintain a Black Seal License. | | 25 |
| 7.2 | <u>VACANCY</u> | | 26 |
| | When a position becomes available, current employees will | | 27 |
| | be notified and given consideration. A notice of such | | 28 |
| | position opening will be circulated among employees be- | | 29 |
| | fore notice of the available position is made public. | | 30 |
| | The Union shall be informed prior to notifying the indi- | | 31 |
| | vidual selected. | | 32 |

7.3 NEW EMPLOYEES 1

New employees will be hired at the minimum salary in the 2
given classification for a probationary period of 90 days. 3

7.4 TEMPORARY EMPLOYEES 4

A temporary employee will be considered to achieve pro- 5
bationary status after thirty (30) consecutive work days 6
and will be eligible for Union membership under the terms 7
of this Agreement. 8

ARTICLE VIII
AGREEMENT TERMS

- 8.1 SCOPE OF AGREEMENT 1
This agreement incorporates the entire understanding 2
of the parties on all matters which were or could have 3
been the subject of negotiation. During the term of 4
this Agreement neither party shall be required to 5
negotiate with respect to any such matter whether or 6
not within the knowledge or contemplation of either or 7
both of the parties at the time they negotiated or 8
executed this Agreement. 9
- 8.2 TERM AND NOTICE 10
This Agreement shall be effective for the period 11
July 1, 1974 through June 30, 1976 with per annum 12
salary 7.1 to be reopened during April 1975 for re- 13
negotiation of the 1975-76 salary guide. Between 14
April 1, 1976 and April 15, 1976 either party may 15
give written notice to the other of its intention to 16
terminate, modify, or supplement this Agreement. 17

Such negotiations for a subsequent Agreement shall commence 1
no later than fifteen (15) calendar days thereafter. 2

BOARD OF TRUSTEES

INTERNATIONAL UNION OF ELECTRICAL 3
RADIO AND MACHINE WORKERS, AFL-CIO 4

by James J. Butz
Chairman, Board of Trustees

by Michael Beth 5
International Representative, IUE, AFL-CIO

by William J. Lopez
Secretary, Board of Trustees

by Arnold D. Clark 6
for Local 440, IUE, AFL-CIO

by John J. Lindsay
Chairman, Negotiations Committee

by James H. Hawcutt 7
for Local 440, IUE, AFL-CIO

by John R. Herbert
Witness 8

by Wm. D. Hunter
Witness 9

Dated October 9, 1974 10

APPENDIX I

CHECKOFF AUTHORIZATION

IUE LOCAL 440

TO: GLOUCESTER COUNTY COLLEGE, Sewell, NJ _____
(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

1974-1975

| | | |
|-------|--------------|-----------------------|
| JULY | 4 Thursday | -Independence Day |
| SEPT | 2 Monday | -Labor Day |
| OCT | 14 Monday | -Columbus Day |
| OCT | 28 Monday | -Veterans' Day |
| NOV | 28 Thursday | -Thanksgiving Holiday |
| NOV | 29 Friday | -Thanksgiving Holiday |
| DEC | 25 Wednesday | -Christmas Day |
| JAN | 1 Wednesday | -New Year's Day |
| FEB | 17 Monday | -Presidents' Day |
| MARCH | 28 Friday | -Good Friday |
| MAY | 26 Monday | -Memorial Day |

