7-1-1972

City of New York & Board of Higher Education of the City of New York and District Council 37, American Federation of State, County and Municipal Employees, AFL-CIO, Local 384 (1972)

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City of New York & Board of Higher Education of the City of New York and District Council 37, American Federation of State, County and Municipal Employees, AFL-CIO, Local 384 (1972)

**Location**
New York, NY

**Effective Date**
7-1-1972

**Expiration Date**
6-30-1974

**Number of Workers**
2804

**Employer**
City of New York; Board of Higher Education of the City of New York

**Union**
District Council 37

**Union Local**
384

**NAICS**
61

**Sector**
Local government

**Item ID**
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**Keywords**
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**Comments**
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LOCAL 384

PROPOSED

CONTRACT

for

COLLEGE OFFICE ASSISTANTS A and B

COLLEGE SECRETARIAL ASSISTANTS A and B

COLLEGE ADMINISTRATIVE ASSISTANTS

JULY 1, 1972 to JUNE 30, 1974
CONTRACT made as of the day of
by and between the City of New York and the Board of Higher Education of the City of New York (hereinafter called "The Employer"), acting by the New York City Director of Labor Relations and the Director of Labor Relations of the Board of Higher Education, and Local 384, affiliated with District Council 37, American Federation of State, County and Municipal Employees, AFL-CIO (hereinafter called "The Union"), for the two year period from July 1, 1972 to June 30, 1974.

WITNESSETH:

WHEREAS, the parties hereto have entered into collective bargaining and desire to reduce the results thereof to writing,

NOW, THEREFORE, it is mutually agreed as follows:

ARTICLE I - UNION RECOGNITION AND UNIT DESIGNATION

Section 1.
The employer recognizes the Union as the sole and exclusive collective bargaining representative for the unit consisting of the following titles: College Office Assistant A, College Secretarial Assistant A, College Office Assistant B, College Secretarial Assistant B, College Administrative Assistant.

Section 2.
Except as otherwise provided herein, for purposes of this contract, the term "employee" or "employees" shall relate solely to employees in the unit described in Section 1 of this Article.

ARTICLE II - DUES CHECKOFF

Section 1.
The Union shall have the exclusive right to the checkoff and transmittal of dues in behalf of each employee in the unit in accordance with the Mayor's Executive Order No. 98, dated May 15, 1969, entitled "Regulations Regulating the Checkoff of Union Dues," and in accordance with the Mayor's Executive Order No. 99, dated May 15, 1969, entitled "Regulations Governing Procedures for Orderly Payroll Checkoff of Union Dues."

Section 2.
The employee may consent in writing to the authorization of the deduction of dues from his wages and to the designation of the Union as the recipient thereof. Such consent, if given, shall be in a proper form, acceptable to the Employer, which bears the signature of the employee.

Section 3.
The parties agree to an agency shop to the extent permitted by applicable law, the provisions to be contained in a supplemental agreement to be annexed hereto.

ARTICLE III - CITY-WIDE ISSUES

Except as otherwise provided herein, the provisions of the contract which has been negotiated between the City and the Union representing a Citywide majority of Career and Salary Employees, concerning issues which are citywide in scope, shall apply to employees covered by this Contract.
ARTICLE IV - NO STRIKES

In return for the Employer's commitment to adhere to the terms of this agreement and in accordance with Local Law 53 (1967), neither the Union nor any employee shall induce or engage in any strikes, slowdowns, work stoppages, or mass absenteeism, or induce any mass resignations during the term of this agreement. This article shall not be construed to limit the rights and duties of the Employer or the rights and duties of the employees or the Union under this agreement or under State Law.

ARTICLE V - LABOR - MANAGEMENT COMMITTEE

Section 1.
The Board of Higher Education and the Union, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a single Labor-Management Committee in the Board of Higher Education for all employees represented by District Council 37 affiliates other than those covered by Section 220 of the labor law.

Section 2.
The Labor-Management Committee shall consider and recommend to the Board of Higher Education changes in the working conditions of employees within the Board of Higher Education. Matters subject to the grievance procedure shall not be appropriate items for consideration by Labor-Management Committee.

Section 3.
The Labor-Management Committee shall consist of ten members who shall serve for the term of this agreement. Labor shall designate five members and Management shall designate five members. Vacancies shall be filled by the appointing party for the balance of the term to be served. Each party may designate alternates. The Committee shall select a chairman from among its members at each meeting. The chairmanship of the Committee shall alternate between the members designated by Management and the members designated by Labor. A quorum shall consist of a majority of the total membership of the committee.

The committee shall make its recommendations to the Board of Higher Education in writing.
Section 4.
The labor-management committee shall meet at the call of either
the Labor members or the Management members at times mutually,
agreeable to both parties. The party calling the meeting shall
provide to the other party at least one week in advance of a
meeting a written agenda of matters to be discussed. Minutes
shall be kept and copies supplied to all members of the committee.

ARTICLE VI - GRIEVANCE PROCEDURE

Section 1.
Definition: The term grievance shall mean
(A) A dispute concerning the application or interpretation of
the terms of
\[(1)\] this collective bargaining agreement;
\[(11)\] a Personnel Order of the Mayor;
(B) A claimed violation, misinterpretation, or misapplication
of the rules or regulations, existing policy, or orders applicable
to the Board of Higher Education affecting the terms and conditions
of employment;
(C) A claimed assignment to duties substantially different
from those stated in their job classifications;
(D) A claimed improper holding of an open competitive rather
than a promotional examination; and
(E) A claimed wrongful disciplinary action against an employee.

Section 2.
The grievance procedure, except for paragraphs (B) and (C) of
Section 1 above, shall be as follows:

Step I. The employee and/or the Union shall present the grie­
vance verbally or in the form of a memorandum to the immediate super­
visor not later than 120 days after the date on which the grievance
arose. The employee may also request an appointment to discuss
the grievance. The immediate supervisor shall take any step
necessary to a proper disposition of the grievance and shall reply
in writing by the end of the third work day following the date of
submission.

Step II. An appeal from an unsatisfactory decision at Step
I shall be presented in writing to the person designated for
such purpose. The appeal must be made within five (5) working
days of the receipt of the Step I decision. A copy of the grie­
vance appeal shall be sent to the person who initially passed
upon the grievance. The person designated to receive the appeal
at this step shall meet with the employee and/or the Union for
review of the grievance and shall issue a written reply to the
employee and/or the Union by the end of the fifth work day
following the day on which the appeal was filed.

Step III. An appeal from an unsatisfactory decision at Step
II shall be presented in writing to the Chancellor's designated
representative. The appeal must be made within five (5) working
days of the receipt of the Step II decision. The Chancellor's
designated representative shall meet with the employee and/or
the Union for review of the grievance and shall issue a decision
by the end of the tenth work day following the date on which
the appeal was filed.
Step IV. An appeal from an unsatisfactory decision at Step III shall be presented by the employee and/or the Union to the City Director of Labor Relations, in writing, within ten (10) working days of the receipt of the Step III decision. Copies of such appeals shall be sent to the Chancellor's designated representative. The City Director of Labor Relations, or his designee, shall review all appeals from Step III decisions and shall answer such appeals within ten (10) working days.

Step V. An appeal from an unsatisfactory decision at Step IV may be brought solely by the Union to the Office of Collective Bargaining for impartial arbitration within ten (10) working days of receipt of the Step IV decision. Such arbitration shall be conducted by an arbitrator designated from a panel maintained by the Office of Collective Bargaining in accordance with applicable law, rules and regulations. A copy of the notice requesting impartial arbitration shall be forwarded to the City Director of Labor Relations. The costs and fees of such arbitration shall be borne equally by the Union and the Employer. The decision or award of the arbitrator shall be final and binding in accordance with applicable law and shall not add to, subtract from, or modify any contract, personnel order, rule, regulation, existing policy, or order mentioned in Section I of this Article.

Section 3.
As a condition to the right of a Union to invoke impartial arbitration set forth in this Article, including the arbitration of a grievance involving a claimed improper holding of an open competitive rather than a promotional examination, the employee or employees and the Union shall be required to file with the Director of the Office of Collective Bargaining a written waiver of the right, if any, of the employee or employees and the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrator's award.

Section 4.
The parties shall negotiate in a supplemental agreement, which shall become part of this agreement, a grievance procedure for disciplinary matters alternative to and compatible with Section 75 of the Civil Service Law.

Section 5.
Any grievance of a general nature affecting a large group of employees and which concerns the interpretation, inequitable application, violation, or compliance with the provisions of this agreement shall be filed at the option of the Union at Step III of the grievance procedure, without resort to previous steps.

Section 6.
If grievances covering the same issue are filed by two or more employees without the aid or assistance of the Union, the determination of the first two of such grievances shall be dispositive of the remainder of such grievances.

Section 7.
If a decision satisfactory to the Union at any level of the grievance procedure is not implemented within a
reasonable time, the Union may institute a grievance at
Step III, Step IV, or Step V of the grievance procedure.

Section 8.
If the Employer exceeds any time limit prescribed at any
step in the grievance procedure, the grievant and/or the Union
may invoke the next step of the procedure.

Section 9.
The Employer shall notify the Union in writing of all grie­
vances filed by employees, all grievance hearings, and all
determinations. The Union shall have the right to have a repre­
sentative present at any grievance hearing and shall be given
48 hours notice of all grievance hearings.

Section 10.
Each of the steps in the grievance procedure, as well as time
limits prescribed at each step of this grievance procedure,
may be waived by mutual agreement of the parties.

Section 11.
Any grievance relating to a claimed improper holding of an
open-competitive rather than a promotional examination shall be
presented in writing by the employee or the Union representative
to the City Director of Labor Relations not later than 30 days
after the notice of intention to conduct such open-competitive
examination, or copy of the appointing officer's request for
such open-competitive examination, as the case may be, has been
posted in accordance with Section 51 of the Civil Service Law.
The grievance shall be considered and passed upon within ten days
after its presentation. The decision shall be in writing, copies
of which shall be transmitted to both parties of the grievance
upon issuance.

A grievance relating to the use of an open-competitive
rather than a promotional examination which is unresolved by the
City Director of Labor Relations may be brought to impartial
arbitration as provided in Sections 2 and 3 above. Such grievance
shall be presented by the Union, in writing, for arbitration
within 15 days after the decision of such grievance by the City
Director of Labor Relations, and the arbitrator shall decide
such grievance within 75 days of its presentation to him. The
party requesting such arbitration shall send a copy of such re­
quest to the other party. The costs and fees of such arbitration
shall be borne equally by the Union and the Employer.

Section 12
Notwithstanding any other provision in this contract, the parties
agree that Section 1 (c) of this grievance procedure shall be
available to any person in the unit designated in Section 1 of
Article II herein who claims to be aggrieved by an alleged assign­
ment of any classified Board of Higher Education employee, whether
within or without such unit, to clerical-administrative duties
that are substantially different from the duties stated in the
job specification for the title held by such employee. Light
duty assignments of permanent classified Board of Higher Education
employees, within or without such designated unit, who have
been certified by the appropriate procedures, shall be excluded from
this provision. Such grievance may be taken directly to the arbitration step of the grievance procedure upon the election of the Union.

ARTICLE VII - EARLY DISMISSALS DUE TO HEAT

For the period from the first Monday after the last scheduled commencement in City University through Labor Day (with the exception of registration or examination days), when at 2:00 P.M., the temperature for New York City and vicinity is reported by telephone call to WE 6-1212 as 92 degrees or higher, employees in non-air-conditioned offices who cannot be accommodated in air-conditioned offices shall be released from work at 3:00 P.M., without charge to leave. This applies only to employees working in non-air-conditioned offices.

ARTICLE VIII - EMERGENCY CLOSINGS

"Emergency closings" shall be defined as cancellation of classes due to weather, transportation, or other major emergencies. The Employer and the Union recognize that during such periods there is a responsibility to maintain service to the extent possible. Once each year, each personnel officer will establish a minimum number of employees needed for emergency service and such employees shall be notified. Compensatory time off for the number of hours worked will be granted to those who meet the emergency need, such time to be approved by the personnel officer and to be scheduled during the academic year in which the emergency occurs. Members of the staff not on emergency assignment will have their absences excused. Each personnel officer may suspend this provision if the required minimum is not maintained.

ARTICLE IX - HEALTH AND HOSPITALIZATION BENEFITS

Employees shall continue to be covered by the New York City Health Insurance Program.

ARTICLE X - EDUCATIONAL OPPORTUNITIES

Employees covered by this agreement may be exempted from the payment of tuition fees, for courses offered at colleges or units of the City University, pursuant to the following conditions;

Section 1.
Each employee, to qualify for tuition fee exemption must -

a. be a full time employee, and
b. have served full time for at least six months prior to the first day of classes, and
c. meet the academic requirements for the course. (It is not necessary for the employee to be matriculated for a degree; the employee may be a non-matriculated student).

Section 2.
Tuition fee exemption may be offered for courses which are

a. entrance condition courses required to matriculate for associate or baccalaureate degree programs, or are
b. in an associate degree program, or are
c. in a baccalaureate degree program, or are
d. in a graduate degree program (not to exceed six credits per semester)

Section 3.
Exemption from payment of tuition fees shall not apply to adult education courses or to other courses supported solely by fees except as provided herein.
Section 4.  
Exemption from payment of tuition fees does not include exemption from payment of non-instructional fees.

Section 5.  
Selected employees who are recommended by their supervisor for training in stenography, typing, and other special work skills, after consultation with the administrative head of the Division in which the course is offered, may be exempt from payment of tuition fees for such courses.

Section 6.  
Other conditions of tuition fee exemption:

a. There must be an available vacancy in the course at the time of enrollment and such enrollment shall not be used to determine if the course is to be given.

b. The course may not be taken during the employee's normal working hours.

Section 7.  
The controlling factors in the availability of the educational opportunities described above shall continue to be time in employment, availability of courses, work schedules, and selection.

ARTICLE XI - REST PERIODS  
As scheduled by the supervisor, and approved by the Director of Labor Relations, a rest period of fifteen (15) minutes per day, sometimes referred to as a "coffee break", shall be instituted at those colleges or in those offices where there is no provision for such breaks. However, it shall be understood that in those instances where employees do not take advantage of the rest period or where, on rare occasions, the work of an office does not permit the regular rest period, the employee shall not be permitted to leave earlier or to add such time to annual leave.

ARTICLE XII - GITTLESON POSITIONS  
Not more than forty (40) per centum of the total in the three (3) groups shall be employed in Group I (College Office & Secretarial Assistant A) and not less than fifteen (15) per centum of the said total shall be employed in Group III (College Administrative Assistant).

ARTICLE XIII - ANNUAL LEAVE  
Employees covered by this agreement, employed prior to January 1, 1937, who presently accrue annual leave at the rate of 30 work days per annum shall continue to accrue annual leave at this rate, unless and until the rate provided in the contract referred to in Article III of this agreement exceeds 30 days, at which time the provisions of such contract shall prevail.
ARTICLE XIV - HOLIDAYS

An annual holiday allowance which guarantees sixteen (16) holidays per annum (July 1 to June 30) to each employee shall be continued. These shall be Independence Day, Labor Day, Columbus Day, Election Day, Veterans' Day, Thanksgiving Day, the Friday after Thanksgiving, the day before Christmas, Christmas Day, the day before New Year's Day, New Year's Day, Lincoln's Birthday, Washington's Birthday, Good Friday, and Memorial Day, plus one day.

A holiday schedule will be published annually by May 1.

An unscheduled holiday shall be granted for any of the above holidays which fall on a Saturday or Sunday, which are not regularly scheduled work days, and are not observed on a work day. Unscheduled holidays may be used through the October 31 following accrual.

It is agreed that there shall be no increase in this holiday allowance unless and until the holiday allowance as provided in the contract referred to in Article III of this agreement shall exceed 16 holidays, at which time the provisions of such contract shall prevail.

ARTICLE XV - POSTING OF VACANCIES AND TRANSFERS

A policy on posting of vacancies and transfers, agreed to by the Labor-Management Committee, shall be maintained.

ARTICLE XVI - SALARIES

Section 1. COLLEGE OFFICE ASSISTANT A AND COLLEGE SECRETARIAL ASSISTANT A

(a) Effective July 1, 1972
General Increase $650 applied to June 30, 1972 rate
Minimum Hiring Rate: $6900
Maximum $9710

(b) Effective July 1, 1973
General Increase $650 applied to June 30, 1973 rate
Minimum Hiring Rate: $7200
Maximum $10,360

Section 2. COLLEGE OFFICE ASSISTANT B AND COLLEGE SECRETARIAL ASSISTANT B

(a) Effective July 1, 1972
General Increase $750 applied to June 30, 1972 rate
Minimum Hiring Rate: $8,300
Maximum $11,415

(b) Effective July 1, 1973
General Increase $750 applied to June 30, 1973 rate
Minimum Hiring Rate: $8,600
Maximum $12,165

(c) An employee promoted to a title in this section shall receive on the date of promotion an increase of $450 plus such additional amount, if any, which may be required to reach the minimum rate.
Effective July 1, 1972
General Increase $850 applied to June 30, 1972 rate
Minimum Hiring Rate: $9800
Maximum $13,900

(b) Effective July 1, 1973.
General Increase $850 applied to June 30, 1973 rate
Minimum Hiring Rate: $10,100
Maximum $14,750

Any employee promoted to a title in this section shall receive on the date of promotion an increase of $525 plus such additional amount, if any, which may be required to reach the minimum rate.

Section 4. The maximum salary shall not be a bar to the payment of the full amount of the salary adjustments provided for in this agreement.

ARTICLE XVII - OVERTIME
Section 1. FOR COLLEGE OFFICE ASSISTANT A; COLLEGE SECRETARIAL ASSISTANT A; COLLEGE OFFICE ASSISTANT B; and COLLEGE SECRETARIAL ASSISTANT B,
- Straight time pay for all time worked up to and including 40 hours; for all time worked over 40 hours, compensation shall be at the rate of time and one-half of the straight time rate. The straight time rate is based on 1/1827 of the employee's annual salary.

Section 2. For College Administrative Assistant - These are covered and are to be covered by the overtime provisions of the contract referred to in Article III of this agreement, except during the College registration periods in their particular College. During such registration periods, and only during such registration periods, they will receive straight time pay for all time worked up to and including 40 hours. The straight time rate is to be based on 1/1827 of the employee's annual salary. All time worked over the 40 hours during these periods will be paid at the same rate provided in the contract referred to in Article III of this agreement.

ARTICLE XVIII - IMPACT OF ECONOMIC STABILIZATION ACT
The terms and conditions of this agreement are subject to the provisions of the Economic Stabilization Act of 1970, as amended, to all applicable rules, regulations, decisions and orders issued thereunder, and to all other applicable enactments, determinations, decisions, opinions or orders insofar as the same may affect the terms and provisions of this agreement.

ARTICLE XIX - WELFARE FUND
In accord with the election by the Union pursuant to the provisions of Article XIII of the 1970-1973 City-Wide contract between the City of New York and District Council 37, AFSCME, APL - CIO, such article of such city-wide contract shall continue to apply to full time per annum employees.
ARTICLE XX - PRODUCTIVITY AND PERFORMANCE

Introduction

Delivery of municipal services in the most efficient, effective and courteous manner is of paramount importance to the Employer and the Union. Such achievement is recognized to be a mutual obligation of both parties within their respective roles and responsibilities.

To achieve and maintain a high level of effectiveness the parties hereby agree to the following terms:

Section 1.

Performance Levels -

a. The Union recognizes the Employer’s right under the New York City Collective Bargaining Law to establish and/or revise performance standards or norms notwithstanding the existence of prior performance levels, norms or standards. Such standards, developed by usual work measurement procedures, may be used to determine acceptable performance levels, prepare work schedules and to measure the performance of each employee or group of employees. For the purposes of this Section the Union may, under Section 1173-4.3b of the New York City Collective Bargaining Law, assert to the Employer and/or the Board of Collective Bargaining during the term of this agreement that the Employer’s decisions on the foregoing matters have a practical impact on employees, within the meaning of the Board of Collective Bargaining’s Decision No. B-9-68. The Employer will give the Union prior notice of the establishment and/or revision of performance standards or norms hereunder.

b. Employees who work at less than acceptable levels of performance may be subject to disciplinary measures in accordance with applicable law.

Section 2.

Supervisory Responsibility -

a. The Union recognizes the Employer’s right under the New York City Collective Bargaining Law to establish and/or revise standards for supervisory responsibility in achieving and maintaining performance levels of supervised employees for employees in supervisory positions listed in Article I, Section I of this Contract. For the purposes of this Section, the Union may, under Section 1173-4.3b of the New York City Collective Bargaining assert to the Employer and/or the Board of Collective Bargaining during the term of this agreement that the City’s decisions on the foregoing matters have a practical impact on employees, within the meaning of the Board of Collective Bargaining’s Decision No. B-9-68. The Employer will give the Union prior notice of the establishment and/or revision of performance standards or norms hereunder.

b. Employees who fail to meet such standards may be subject to disciplinary measures in accordance with applicable law.

ARTICLE XXI - SECURITY

The subject of security shall be referred to the Labor-Management Committee.
ARTICLE XXII - FAIR EMPLOYMENT PRACTICES

The Employer will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin.

This prohibition against discrimination shall include, but not be limited to, the areas of: Employment, upgrading, demotion, transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training.

ARTICLE XXIII - PAST PRACTICES

It is understood that all terms and conditions of employment not included in this agreement but which were in effect on June 30, 1972, in the By-laws of the Board of Higher Education, the Employees' Handbook of the Board of Higher Education or other official communications from officers of the Board of Higher Education or which are otherwise in effect, shall continue to be applicable providing however that such conditions are not amended by a body such as the City Civil Service Commission, the Board of Estimate or other official agency having independent jurisdiction and further providing that the management prerogatives of the Board of Higher Education necessary to administer the colleges and units under its jurisdiction shall be recognized by all parties entering into this agreement.

ARTICLE XXIV - SAVINGS CLAUSE

Section 1.

It is understood and agreed that this agreement shall constitute the entire agreement between the parties as to all matters negotiated herein or which could have been negotiated, and shall constitute a bar to any claim or request for further negotiations by either party.

Section 2

In the event that any provision of this Agreement is found to be invalid, such invalidity shall not impair the validity and enforceability of the remaining provisions of this Agreement.

FOR THE EMPLOYER

BY:

Herbert L. Haber, Director of Labor Relations
City of New York

Harry Jahoda, President
Local 384
AFSCME, AFL-CIO

N. Michael Carfora, Secretary
Board of Higher Education

Victor Gorbaum, Executive Director
District Council 37

Norman Redlich, Corporation Counsel
City of New York

Julius Topol, General Counsel
District Council 37

FOR THE UNION
American Federation of State, County and Municipal Employees local #384
365 Broadway Street
New York, New York 10013

Gentlemen:

The Bureau of Labor Statistics has long maintained a file of current collective bargaining agreements in the private sector of the economy for public and Government use. To provide a similar service for the public sector, and to assist us in our studies of employer-employee relations, we are establishing a file of basic documents setting forth the terms and conditions of employment of public employees. We are interested in contracts, written agreements, letters of understanding, departmental orders, and the like, resulting from discussions or negotiations with an employee union or association.

We will appreciate receiving a copy of any such document applying to the following employees: between the Board of Higher Education, and the State, County and Municipal Employees local #384. The agreement we have on file expired June 1972.

Please provide the information requested below. You may return this form and the documents requested in the enclosed envelope which requires no postage. If no such documents exist, please note and return this form. If more than one group of employees are involved, please provide information separately for each group on the back of this form.

Thank you for your cooperation.

Very truly yours,

GEOFFREY H. MOORE
Commissioner

PLEASE RETURN THIS LETTER WITH YOUR RESPONSE OR AGREEMENT(S).

1. Name of participating union or association (indicate national affiliation, if any): D.C. 39 - AFL-CIO
2. Approximate number of employees involved: 2804
3. Expiration date, if any: June 30, 1974
4. Office or person to be contacted for information, later amendments, new agreements, etc.: Harry Skylar, President Local 384
<table>
<thead>
<tr>
<th>Identification of employer or employer group</th>
<th>Name of union</th>
<th>Number of employees normally covered by agreements</th>
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