

P R E A M B L E

Newark Board of Education

WHEREAS, THE BOARD OF EDUCATION OF NEWARK IN THE COUNTY OF ESSEX, Newark, New Jersey seeks to promote and maintain mutually harmonious relations between the Board and those of its employees who are represented by the Newark Board of Education Building Trades Council and who may be affected by the terms of this Agreement; and

WHEREAS, the Legislative of the State of New Jersey has enacted into law Chapter 303 of the Laws of New Jersey of 1968 as amended known as the "New Jersey Employer-Employee Relations Act" (N.J.S.A. 34:13A-1 et seq.): and

WHEREAS, the Board is subject to the rules and regulations of the Civil Service Commission as set forth in TITLE II, N.J.S.A.; and

WHEREAS, the Board is subject to the provisions of TITLE 18A N.J.S.A., and the rules and regulations of the New Jersey State Board of Education; and

WHEREAS, the parties hereto have agreed to enter into an agreement which shall not be inconsistant with the aforesaid Chapter 303, or the rules and regulations of the New Jersey Civil Service Commission, or Chapter 18A, and the rules and regulations of the New Jersey State Board of Education and;

WHEREAS, the Newark Board of Education Building Trades Council represents a majority of the employees herein certified as an appropriate unit for the purposes of collective negotiations:

NOW, THEREFORE, THIS AGREEMENT is made and entered into effect **LIBRARY**
Institute of Management and Labor Relations

THE BOARD OF EDUCATION OF NEWARK IN THE COUNTY OF ESSEX
(hereinafter referred to as the "Board")

SEP 28 1981
RUTGERS UNIVERSITY

and

THE NEWARK BOARD OF EDUCATION BUILDING TRADES COUNCIL (hereinafter referred to as the "Council") on behalf of its constituent Local Unions.

Handwritten notes and signatures at the bottom of the page, including a date stamp "SEP 28 1981" and initials.

ARTICLE 1

RECOGNITION:

The Board hereby recognizes the Council as the sole and exclusive representative for collective bargaining negotiations concerning the terms and conditions of employment of the trade personnel employed by the Board consisting of carpenters, electricians, bricklayers, glaziers, mason-plasterers, painters, plumbers, laborers, roofers, sheetmetal workers, and steamfitters, together with foremen and apprentices of each craft.

It is recognized that the Council is composed of its constituent Local Unions which represent employees within their craft jurisdiction and pursuant to this composition, the representatives of each Local Union shall be recognized as representatives of the crafts involved.

ARTICLE II

UNION MEMBERSHIP

SECTION 1. Continuance of Membership All present employees who are members of a constituent Local of the Council on the date of execution of this Agreement may remain members of said Local Union. All new permanent employees who are hired during the term of this Agreement may become and remain members of a constituent Local Union of the Council. The Board or any of its staff shall in no way or form interfere with or discourage either the solicitation of membership by the Council, or the maintenance of membership in a constituent Local of the Council of its employees in this unit.

SECTION 2. Dues Deductions The Board shall deduct and transmit monthly membership dues and other proper assessments from the earned wages or salaries of each member in the unit upon the written authorization of that employee. The total monthly amount so deducted shall be forwarded regularly to the Officer of the designated Local Union, duly authorized to receive such payment.

ARTICLE III

HIRING:

SECTION 1. Shall vacancies occur or new openings be created, the Board shall advise the Council of such vacancies or job openings and receive applications from the applicants referred by the Council.

SECTION 2. The Board and Council agree that the selection of applicants shall be on a non-discriminatory basis and shall not be based on, or in any way affected by union or council membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of Council or union membership, policies or requirements.

SECTION 3. The Board retains the right to accept or reject any job applicant referred by the Council.

SECTION 4. The Council agrees that it will not discriminate against non-union workmen in referrals to the Board, and the Board agrees that it will not discriminate against union workmen in selecting job applicants referred by the Council.

ARTICLE IV

GRIEVANCE PROCEDURE:

DEFINITION: Grievances subject to the procedures set forth hereinafter are hereby defined as any dispute or controversy between the Council and the Board or its representatives concerning the interpretation, application or enforcement of the provisions of this contract or the rules, regulations or orders of the Board or any State agency which may apply to members of this unit.

PROCEDURE: SECTION 1

STEP 1. In the event that any grievance should arise between an employee and his immediate superior or superiors, the employee, together with a union representative, shall present the grievance informally to the superior most immediately involved and every effort shall be made to resolve the grievance informally.

STEP 2. If no satisfactory resolution of the informal presentation of the grievance is reached within five (5) working days, the employee, together with the union representative, may reduce the grievance to writing and shall submit the grievance in formal written form to the aforementioned superior who shall respond in writing to the employee and who shall forward a copy of their response to the Union and to the Labor Relations Office.

STEP 3. If no satisfactory resolution of a STEP 2 grievance is reached within five (5) working days, the grievant or the Union may appeal the decision at STEP 2 to the Executive Superintendent, or his designee, who shall, within five (5) days conduct a conference with the employee and a union representative to review the grievance. The Executive Superintendent or his designee shall submit a written decision on the grievance to the employee and the union.

ARTICLE IV. (cont'd)

STEP 4. If no satisfactory resolution of a STEP 3 grievance is reached within ten (10) working days, the employee or the Union may appeal the grievance to the Board's Grievance Committee. Matters that must be heard by the Personnel Review Committee or the Board of Education, shall be heard contingent upon dates the Board has available for hearings.

STEP 5A. In the event a grievance shall not have been settled as a result of the above procedures, the Council may have the grievance submitted to Binding Arbitration by giving notice within ten (10) working days after the STEP 4 decision has been given to the employee and the Union. A written request for arbitration shall be sent to the Board's Grievance Committee requesting such arbitration to be conducted as described below:

STEP 5B. The Arbitration Award shall be final and binding. All parties shall abide by the same, and it shall be enforceable under the laws of the State of New Jersey.

STEP 5B-2 All Arbitrations shall be conducted by one (1) Neutral Arbitrator who shall be chosen by mutual agreement between the Board and the Union, except that the individual so chosen shall be a bona fide resident of the State of New Jersey and shall be a member of the American Arbitration Association. The Neutral Arbitrator shall be named within thirty (30) days after the signing of the Agreement. If the parties cannot reach an agreement the arbitrator shall be selected pursuant to the rules of the New Jersey Board of Mediation. The costs and expense of the Arbitrator shall be equally shared by the Board and Union.

ARTICLE IV (cont'd)

STEP 5B-2 (cont'd)

Services of the Arbitrator may be discontinued by either the Board or the Union except that such termination shall not effect any grievance upon which a hearing has commenced.

STEP 5C.

The Arbitrator shall be empowered to hear and determine only grievances within the scope of the definition of grievances as contained in this article. In the performance of his duties he shall be bound by, and comply with the provisions of this Agreement. He shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. His decision shall be binding and in writing and shall set forth the opinions and conclusions on the issues submitted. His decision shall not usurp the functions or powers of the Board as provided by law.

SECTION 2. GENERAL PROVISIONS

1-A

Nothing contained herein shall prevent any employee from presenting his own grievance and representing himself. Notification of all meetings shall be given to the Council and the Council shall be given the opportunity to be present at any or all steps of the grievance procedure.

1-B

The steps provided for may be waived by mutual agreement of the parties and the time limits changed by similar mutual agreement.

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ARTICLE V

MANAGEMENT RIGHTS:

The Board retains the exclusive authority and right to manage its operations and to direct the members of this unit, except as such authority is affected or modified by the terms of this Agreement. This right shall include, but not be limited to the right to direct, hire, promote, assign, suspend, demote, discharge or take other disciplinary action with just cause with reference to its employees as provided by law and the rules and regulations of the Board and the Civil Service Commission.

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ARTICLE VI

NO STRIKE OR LOCK-OUT POLICY

The Union and the members of this unit agree that during the period of this Agreement, there shall be no strikes, work stoppages, or other concerted refusal to perform work by the employees covered by this Agreement. The Board agrees not to institute a lock-out of the employees in this unit, during the period of this agreement.

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ARTICLE VII

NON-DISCRIMINATION CLAUSE:

The parties shall not discriminate against any employee or applicant for employment, or membership in the Council or representation by the Union, because of race, color, creed, religion, national origin, ancestry, sex, age, marital status, or physical impairment.

No employees shall be discriminated against or in any way affected by Union membership, by-laws, rules and regulations, constitutional provisions or any other aspects or obligations of Union membership, policies or requirements.

ARTICLE VIII

TEMPORARY EMPLOYEES:

In the event temporary employees are needed in any position covered by this Agreement, the Board shall request applicants from the respective Local Union Hiring Halls and they shall be paid the prevailing rate plus fringe benefits payments, as heretofore. If they should thereafter become permanent employees, they shall be covered by this Agreement.

The Council agrees that there will be no discrimination of any kind in the referral of temporary or emergency employees to the Board; and the Board agrees that there will be no discrimination of any kind in its acceptance or rejection of Council referrals.

ARTICLE IX

OVERTIME:

In the event a unit employee is required to work overtime, he shall be paid at the rate provided in the appropriate Local Union contract in accordance with the current practice.

ARTICLE X

MAINTENANCE OF STANDARDS:

All vacation, holiday and fringe benefits and other conditions of employment currently provided by the Board to the unit employees shall continue during the term of this Agreement.

ARTICLE XI

TERM:

This Agreement shall be effective as of July 1, 1978 and continue in effect for a period of three (3) years until June 30, 1981 and from year to year thereafter unless notice is given by either party in writing to the other at least ninety (90) days prior to its expiration of its intention to terminate this Agreement or modify any of its provisions.

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ARTICLE XII

WAGES:

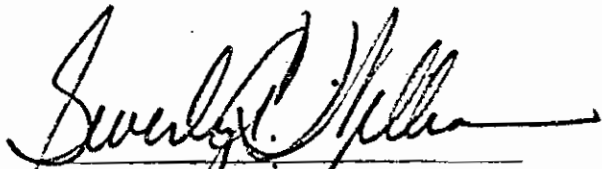
Pursuant to the findings of Fact and Recommendations of the Fact-Finder In the Matter of the Dispute Between Newark Board of Education and the Newark Board of Education Building Trades Council the following wage increases are agreed upon:

Fifty (50) cents per hour across the board wage increase from January 1, 1979, sixty (60) cents per hour wage increase from July 1, 1979 and sixty (60) cents per hour wage increase from July 1, 1980.

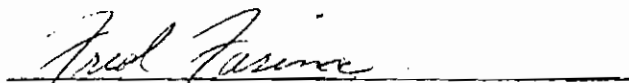
NEWARK BOARD OF EDUCATION

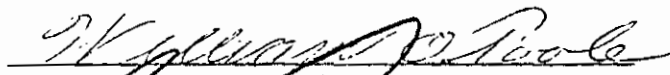
NEWARK BOARD OF EDUCATION BUILDING TRADES
COUNCIL

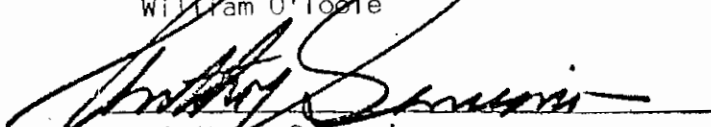
Approved by the Board on Sept. 25, 1979

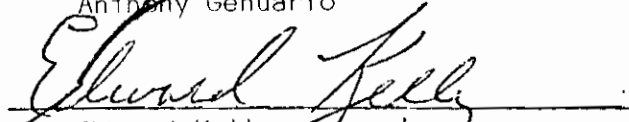

Beverly A. Williams

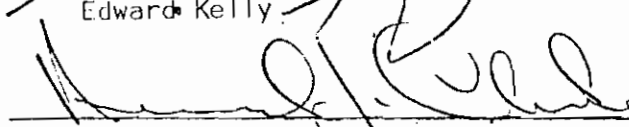

Lynnette Cooke Crooms

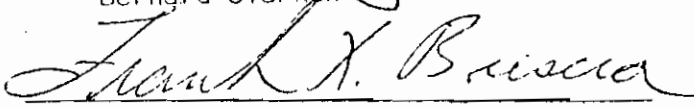

Fred Farina


William O'Toole


Anthony Genuario


Edward Kelly


Bernard Clarken


Frank X. Brescia

