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BOARD OF EDUCATION OF THE CITY OF BAYONNE

NOT CIRCULATE

AGREEMENT

BOARD OF EDUCATION
OF THE CITY OF BAYONNE

AND

LOCAL 1959, AMERICAN
FEDERATION OF STATE, COUNTY,
AND MUNICIPAL EMPLOYEES, AFL-CIO

AGREEMENT

Between:

Board of Education of the City of Bayonne

-and-

Local 1959, American Federation of State,
County, and Municipal Employees, AFL-CIO.

Effective Date:- July 1, 1969.

Agreement Date: - April 10, 1969.

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A G R E E M E N T

THIS AGREEMENT, entered into by and between the BOARD OF EDUCATION OF THE CITY OF BAYONNE, NEW JERSEY, hereinafter referred to as the "Employer", and LOCAL 1959, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

1. RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for: all of its custodial and maintenance employees employed in any of its facilities throughout the City of Bayonne, New Jersey.

2. UNION SECURITY

2.1 The Employer agrees to deduct the Union dues once each month from the pay of those Employees who individually request in writing that such deductions be made. The Amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Treasurer by the 10th day of the succeeding month after such deductions are made. This authorization shall be irrevocable during the term of this agreement, or as may otherwise be provided in applicable statutes.

3. WORK SCHEDULES

3.1 The regular starting time of work shifts will not be changed without reasonable notice to the affected employees.

3.2 The work week shall consist of five (5) consecutive days, Monday through Friday, inclusive, except for employees in continuous operations, discussed below.

- 3.3 Where the nature of the work involved requires continuous operations on a twenty-four hour per day-seven day per week basis, employees so assigned will have their schedules arranged in a manner which will assure, on a rotation basis, that all employees will have an equal share of Saturdays and Sundays off.

4. OVERTIME

- 4.1 Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:

(a) All work performed in excess of eight (8) hours in any one day.

(b) All work performed in excess of forty (40) hours in any one week.

(c) All work performed on Saturday as such, (except for employees assigned on continuous operations).

- 4.2 Employees working on continuous operations shifts shall receive time and one-half their regular hourly rate of pay for all work performed on their sixth consecutive day.

- 4.3 Time and one-half shall be paid under any of the following conditions:

(a) All work performed on Sundays, as such (except for employees working on continuous operations).

(b) For all work performed on holidays, as set forth in this agreement.

5. CALL IN TIME

- 5.1 Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time and one-half for such work.

6. SALARIES

- 6.1 Salaries for employees covered by this agreement shall be as set forth in Appendix A attached.

- 6.2 During the term of this agreement, salary schedules will not be changed unless by mutual consent of both parties.

7. INSURANCE

7.1 The Blue-Cross Blue-Shield Group Insurance program presently in effect, including Rider-J and Major Medical Coverage, shall remain in effect for the life of this agreement for employees at no cost to the employee.

8. LEAVES OF ABSENCE

Leaves of absence with pay shall be provided as follows:

(a) Ten (10) days per year sick leave. Unused sick leave shall be accumulative from year to year.

(b) Leaves of absence necessitated because of an accident, or illness related to his work, shall be continued for the duration of the period when said employee is unable to work at no loss in pay therefor, not exceeding one (1) year.

(c) Extended leaves of absence necessitated by an illness or accident not related to an employee's work, shall be granted in accordance with the Rules and Regulations adopted by the Employer now in effect.

(d) Two (2) days personal leave with pay per year.

(e) Not to exceed seven (7) consecutive days with pay in the event of death in the immediate family. Immediate family shall be considered spouse, parents and children. Two (2) days leave with pay in the event of death of other relatives.

(f) School employees are exempt from jury duty.

(g) Employees will be granted leaves of absence without pay to attend Union conventions and conferences, not exceeding two (2) days.

(h) Requests for leaves of absence without pay for employees appointed to full time positions with the Union must be presented to each Board of Education during the term of such office.

(i) Employees appointed to other than full time public office positions which do not pay salaries as such, will be granted time off from work as necessary in order to fulfill the obligations of their public office, without loss in pay.

9. SENIORITY

9.1 Seniority is defined as an employee's total length of service with the Employer, beginning with his original date of hire.

9.2 An employee having broken service with the Employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the Employer. Employees hired after the effective date of this Agreement and hired on the same date as other employees will have their seniority determined at discretion of the Employer.

10. HOLIDAYS

10.1 The following days are recognized as holidays:

NEW YEAR'S DAY

LINCOLN'S BIRTHDAY

WASHINGTON'S BIRTHDAY

COLUMBUS DAY

MEMORIAL DAY

JULY 4TH

LABOR DAY

ELECTION DAY

VETERAN'S DAY

THANKSGIVING DAY

GOOD FRIDAY

CHRISTMAS DAY

In the event school is closed on days not listed above or other days for any reason whatever, and the employee is not required to work such days, he shall suffer no loss in pay therefor.

11. GRIEVANCE PROCEDURE

11.1 Any grievance or dispute which may arise between the parties including the application, meaning or interpretation of this agreement, shall be settled in the following manner:

STEP 1 The Union steward, with or without the employee, shall first discuss the problem with the school official serving as immediate superior, within ten (10) days of its occurrence. If the employee does not wish to be represented by the Union, he may be accompanied by another member of the Union of his own choice. If the matter is not satisfactorily adjusted within two (2) school days, the employee shall submit it in writing within five (5) school days to such immediate superior, above, for a satisfactory adjustment.

STEP 2 Such immediate superior may request a meeting with the employee and a Union representative (if the employee so desires), prior to making his decision, but, in any event, such superior must render his decision, in writing, with copies to the employee and the Union, provided the employee is represented by the Union, within five (5) school days of the submission to him by the employee.

STEP 3 Failing satisfactory settlement within such time, aggrieved employee, if his immediate superior is not his school principal, may, within five (5) school days, appeal to the school principal, or his designated representative, and such writing shall set forth specifically the act or condition on which the grievance was based in the first step above, and the grounds upon which the appeal is based.

STEP 4 Such school principal, or his designated representative, shall meet with the employee and a Union representative (if requested by the employee), within five (5) school days after receipt by him of such appeal, and shall give his decision, in writing, to the employee and the Union (provided the employee is represented by the Union), within five (5) school days of such meeting.

STEP 5 An employee assigned to any school, failing satisfactory settlement after submission of his grievance to his school principal, or if such employee does not have a specific school principal, failing satisfactory settlement after submission of his grievance to his immediate superior, within the time prescribed hereby, the aggrieved

employee may, within five (5) school days, appeal to the Superintendent of Schools or his designated representative, and such writing shall set forth specifically the act or condition on which the grievance was based in the first step above, upon any appeal taken, and the grounds upon which the appeal allowed by this subparagraph is based.

STEP 6 The Superintendent and/or his representative shall meet with the employee and a Union representative (if requested by the employee), within ten (10) school days of the receipt by him of such appeal, and shall give his decision, in writing, to the employee and the Union (provided the employee is represented by the Union), within ten (10) school days of such meeting.

STEP 7 Failing satisfactory settlement at step number six above, the aggrieved may appeal, in writing, to the Board of Education. Representatives of the Board shall hold a hearing within ten (10) days of receipt of such notice of appeal, and shall render a decision, in writing, to the aggrieved and to the Union (provided the employee is represented by the Union), within ten (10) days of such hearing.

11.2 Arbitration:

(a) - In the event a dispute or difference in 11.1 above shall not have been settled under the Procedures in the seven steps above, either party may request, in writing, within ten (10) days of the Board's reply, that such dispute or difference be referred to arbitration.

(b) - The arbitrators shall be selected as follows:-
The Board of Education shall select one arbitrator of its own choice; the Union shall select one arbitrator of its own choice; these two shall select the third. In the event the arbitrators selected by the Employer and the Union cannot agree upon a third, he shall be selected according to the rules and procedures of the Arbitration Association. However, nothing in this section is to be construed as preventing the Employer and the Union from using another method of selecting an arbitrator, providing that such method is mutually agreeable.

(c) - The arbitrator(s) shall hear and decide only one grievance in each case. He shall be bound by and must comply with all of the terms and conditions 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. He shall have the power to make appropriate compensatory awards. He shall render his decision, in writing, within twenty (20) days of hearing the dispute.

(d) - No provisions of this Agreement which are stated as matters of policy shall be subject to arbitration.

(e) - The decision of the arbitrator(s) shall be binding upon both parties and all employees during the life of this Agreement, unless the same is contrary to law. Fees and expenses of the arbitrator(s) shall be borne equally by both parties.

(f) - The Employer agrees that it will apply to all substantially similar situations, the decision of an arbitrator(s) sustaining a grievance and the Union agrees that it will not bring or continue, and that it will not represent any employee in, any grievance which is substantially similar to a grievance denied by the decision of an arbitrator(s).

11.3 General Provisions and Time Limits:

(a) - Any grievance, as defined in 11.1 above, not presented for disposition through the grievance procedure described under the seven steps above, within ten (10) school days of the occurrence of the condition giving rise thereto, shall not thereafter be considered a grievance under this agreement. Failure at any step of this procedure to communicate a decision within the specified time limits shall permit the aggrieved to proceed immediately to the next step. Failure at any step to appeal within the specified time limits shall be considered acceptance by the aggrieved of the decision rendered, and such decision shall thereafter be binding upon the aggrieved and the Union. The time limits specified at any step may be extended in any particular instance by agreement between the Superintendent of Schools and the Union.

(b) - Any employee may file for arbitration as an individual but in such cases the cost will be shared equally by the Employer and the individual.

(c) - It is expected that meetings held under this procedure will be conducted outside of school hours and

at a place which will afford a fair and reasonable opportunity to attend for all persons proper to be present. "Persons proper to be present" for the purposes of this section is defined as an aggrieved employee or employees, the appropriate Union representatives, if desired by the employee(s), a member of the Union of the aggrieved employee's own choice if desired, and qualified witnesses. In the event meetings are held during school time, none of the persons proper to be present shall suffer any loss of pay.

(d) - Grievances arising from the action of an official other than the immediate superior may be initiated with the Superintendent of Schools or his designated representative as set forth in 11.1 STEP FIVE above.

(e) - The Union shall have the right to initiate a grievance or appeal from the disposition of a grievance of an employee or group of employees at any step of this procedure.

(f) - If, at the aggrieved's desire, the Union is not present during the processing of a grievance, that grievance shall not be cited as a precedent.

11.4 The Union will notify the Employer in writing of the names of its employees who are designated by the Union to represent employees under the grievance procedure. Employees so designated by the Union will be permitted to confer with other employees with other Union representatives and with Employer representatives regarding matters of employee representation, during working hours without loss of pay.

11.5 Full time representatives of the Union, who are not employees of the Board of Education, will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representation matters. Such representatives shall also be recognized by the Employer as an authorized spokesman for the Union in meetings between the parties regarding employee representation matters.

12. SAFETY AND HEALTH

12.1 The Employer shall at all times maintain safe and healthful working conditions.

12.2 The Employer will provide tools or devices needed in the performance of the employees' duties.

13. WORK RULES

13.1 The Employer may establish rules of work and conduct for employees. Such rules shall be reasonable and shall be equitably applied and enforced.

14. VACATIONS

14.1 Vacations with pay shall be granted to employees hired after July 1st, 1969 as follows:

After 1 year up to 5 years two weeks
After five years up to 10 years three weeks
After 10 years four weeks

Vacations with pay shall be granted to all custodial employees presently employed or employed prior to July 1st, 1969 under the vacation plan now in effect, and as set forth in the Employer's Rules and Regulations.

15. LONGEVITY PAY

15.1 Longevity pay as set forth in Appendix A attached hereto.

16. GENERAL PROVISIONS

16.1 With respect to matters not covered by this Agreement, which are proper subjects for collective bargaining, the Rules and Regulations of the Board of Education shall be binding. However, the Employer agrees that it will make no changes in the Rules and Regulations without appropriate prior consultation and negotiation with the designated representatives of the Union.

16.2 Should any portion of this agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the agreement affected by such decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

17. MANAGEMENT'S RIGHTS

17.1 All rights not expressly granted to the Union in this agreement are hereby reserved by the Employer.

18. FUTURE NEGOTIATIONS

18.1 Negotiations on a new contract shall commence no sooner than October 1st, 1970, and no later than October 31st, 1970.

19. DURATION

19.1 This Agreement, and each of its provisions, shall be in effect as of July 1st, 1969 and shall continue in full force and effect until June 30th, 1971.

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed by their accredited representatives, this 10th day of April, 1969.

BOARD OF EDUCATION OF THE CITY
OF BAYONNE, NEW JERSEY

By Herman L. Brockman
(Herman L. Brockman)
President.

ATTEST:

Joseph G. Skutnick
(Joseph G. Skutnick)
Secretary.

LOCAL 1959, AMERICAN FEDERATION
OF STATE, COUNTY, AND MUNICIPAL
EMPLOYEES, AFL-CIO.

By Richard C. Murphy
President.

ATTEST:

Richard C. Murphy
Secretary.