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A G R E E M E N T

Between:

THE BOARD OF EDUCATION OF THE TOWNSHIP
OF MILLBURN, NEW JERSEY,

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

July 1, 1971 - June 30, 1972

3072

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A G R E E M E N T

THIS AGREEMENT, made and entered into this *4th* day of *March* 1971, between the BOARD OF EDUCATION OF THE TOWNSHIP OF MILLBURN (hereinafter called the "Board") and COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereinafter called the "Union"):

ARTICLE I - PURPOSE

The Board and the Union have entered into this Agreement for the purpose of establishing conditions under which employees, as hereinafter defined, shall be employed to work for the Board and procedures for the presentation and resolution of grievances, and for the purpose of regulating the mutual relations between the Board and said employees with a view to promoting and insuring harmonious relations and cooperation.

ARTICLE II - RECOGNITION

The Board recognizes the Union as the exclusive bargaining agent within the purview of Chapter 303 of the Laws of 1968 with respect to the terms and conditions of employment for a unit of non-professional employees consisting of custodians, groundsmen, maintenance employees and matrons, exclusive of the head groundsman, the head maintenance man, the head custodian in the senior high school and the head custodian in the junior high school and such other supervisory personnel as may be employed by the Board.

ARTICLE III - UNION SECURITY

(a) It shall be a condition of employment that all employees covered by this Agreement who are members of the Union

in good standing on the effective date of this Agreement shall remain members in good standing. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the sixtieth day following the beginning of such employment, become and remain members in good standing in the Union. In no event, may an employee covered by this Agreement who is not a member of the Union on the effective date of this Agreement be required to become a member as a condition of employment.

(b) The Board shall not retain in employment any persons who shall, under the provisions of subparagraph (a) above, be required to become a member of the Union unless such person is a member in good standing. Upon notification by the Union that any such person is not a member in good standing, the Board shall advise such person that he is not in good standing and that unless he becomes a member in good standing within 10 days he shall be discharged. In the event that such person does not become a member in good standing within 10 days from the mailing of a notice to him, he shall be discharged.

(c) For the purposes of this ARTICLE III, a person shall be considered to be a member in good standing of the Union unless such person is deficient in the payment of his Union Dues and uniform assessments.

ARTICLE IV - DUES CHECK-OFF

The Board agrees to deduct from the pay of each employee who furnishes a written authorization for such deduction on a form acceptable to the Board, during each calendar month, the amount of

monthly Union dues. Dues shall be Four Dollars per month, or such other amount as may be certified to the Board by the Union at least thirty (30) days prior to the date on which the deduction of Union dues is to be made. Deduction of the Union dues made pursuant hereto shall be remitted by the Board to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 1925 K Street, N.W., Washington, D.C. 20006, prior to the end of the calendar month for which such deductions are made, together with a list of employees from whose pay such deductions were made.

ARTICLE V - GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may, from time to time, arise affecting employees as a result of the interpretation, application or violation of this Agreement between the Board and the Union.

B. 1. A "grievance" shall mean a complaint by an employee that there has been as to him a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement between the Board and the Union.

2. The term "grievance", and the procedure relevant thereto, shall not be deemed applicable in the following instances:

(a) The dismissal by the Board of a probationary employee;

(b) In matters where a method of review is exclusively mandated by law, or by any rule, regulation or by-law of the State Commissioner of Education or the State Board of Education;

(c) In matters where the Board is without authority to act; and

(d) In matters involving the sole and unlimited discretion of the Board as set forth in Article XVII hereof.

C. 1. An employee having a grievance shall present it, either orally or in writing, to his immediate supervisor within ten (10) working days after the occurrence of the event from which the grievance arises. An answer shall be submitted in writing within five (5) working days of the presentation of the grievance. The answer shall be submitted to the employee and to the Union.

2. If the employee or the Union is not satisfied with the answer received or if an answer is not received, the grievance shall be put in writing, signed by the employee, and presented to the Secretary of the Board within five (5) working days from the expiration of the time period provided in paragraph 1 hereof. The Secretary of the Board shall, within five (5) working days of the receipt of the written grievance, arrange a meeting with the employee and the Union. The Secretary of the Board shall give to the employee and the Union a written answer to the grievance within five (5) working days after the date of such meeting.

3. If the employee or the Union is not satisfied with the written answer resulting from the preceding step or if no answer is received, the Union shall within five (5) working

days following the expiration of the time period provided in the preceding step submit a written request to the Secretary of the Board for a hearing of the grievance by the Board at its next scheduled meeting following the receipt of the request or, in any case, not later than fifteen (15) working days following the receipt of the request by the Secretary of the Board. The Secretary of the Board shall schedule a meeting for the hearing of the grievance and shall advise the employee and the Union of the time, date and place of the meeting not less than five (5) days prior to the scheduled meeting date. The President of the Board, or such person as may be acting as President, shall within five (5) working days following the hearing submit an answer to the employee and the Union.

4. (a) If the employee or the Union is not satisfied with the written answer resulting from the preceding step or if no answer is received, the Union may within five (5) working days following the expiration of the time period set forth in the preceding section submit a written request to the Secretary of the Board to refer the grievance to advisory arbitration before an arbitrator, mutually agreeable to the Board and to the Union, who shall be selected from the list of the American Arbitration Association.

(b) In the event that a grievance is taken to arbitration, the compensation and expenses of the arbitrator shall be shared equally by the Board and the Union. The cost of any transcript shall be borne solely by the party requesting it. The

arbitrator shall not have the power to alter, amend, add to or revise any provision of this Agreement.

D. Saturdays, Sundays and holidays shall not be considered working days in the computing of the time provided for in the foregoing. Any written decision or written answer to a grievance made at any step which is not appealed to the succeeding step within the time limits provided, or within such additional period of time as may be mutually agreed upon in writing, shall be considered final settlement and such settlement shall be binding upon all parties.

E. Any employee shall be entitled to the assistance of a Union officer or representative in all steps of the foregoing grievance procedure. An employee shall not lose pay for time spent during his regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees during any of the above steps, such employees shall not lose pay for such time.

F. The number of days indicated at each level of the grievance procedure shall be considered as a maximum and every effort should be made to expedite the process.

G. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with his immediate supervisor.

ARTICLE VI - SENIORITY

A. Seniority for the purpose of this Article shall be based upon an employee's continuous length of service with the Board.

B. All employees shall be considered probationary employees for the first six (6) months of their employment. Probationary employees may be disciplined or terminated at any time for any reason whatsoever at the sole discretion of the Board and they shall not be entitled to utilize the provisions of the Grievance Procedure. Upon completion of such probationary period, their seniority will be dated as of the date of the commencement of their employment. In the event that two (2) employees commence their employment on the same date, their respective seniority shall be determined by the alphabetical order of their last names.

C. The Board shall maintain a seniority list of employees, copies of which shall be furnished to the Union. The Board shall furnish to the Union the names of new employees hired not later than fifteen (15) days following the date of their employment.

D. An employee's seniority shall cease and his employee status shall terminate for any of the following reasons:

1. Resignation or retirement
2. Discharge for cause
3. Continuous layoff for a period exceeding six (6) months.
4. Failure to report to work for a period of three (3) consecutive scheduled working days without notification to the Secretary of the Board of a justifiable excuse for such absence.

5. Failure to report back to work immediately upon expiration of vacation, leave of absence or any renewal thereof unless return to work is excused.

E. When the Board decides to reduce the number of employees in any particular job title, the employee or employees in such job title with the least seniority shall be laid off first.

F. Employees shall be recalled to work from layoff in the order of their seniority, provided that they have the requisite qualifications and ability to perform the work available.

G. 1. As a matter of policy, the Board will endeavor to fill permanent job openings by promoting employees from the next lower rated job title in the bargaining unit where such employees have the required qualifications and ability to perform the work. Where there are two or more employees with equal requisite qualifications and ability to perform the work, the employee with the greatest seniority in the bargaining unit will be promoted.

2. Permanent job openings shall not be deemed to occur when a vacancy exists at a particular job level until all employees at that job level have had the opportunity to transfer to fill that vacancy within five (5) days following the posting of notice of vacancy.

3. A permanent job opening or vacancy in the bargaining unit shall be posted on appropriate bulletin boards for a period of five (5) calendar days.

4. Each employee who is promoted shall serve a probationary period of six (6) months in his new post. The probationary period shall be extended so as to include the summer

months in each case wherein the summer months are not included within the six (6) month probationary period. The probationary period for the purposes of this paragraph shall relate solely to the performance of the employee in the position to which he is promoted; in all other respects the employee shall retain all rights accrued under this agreement.

H. Overtime at each school and the Education Center shall be assigned in accordance with a seniority list which shall set forth the names of the employees at each particular school and the Education Center in the order of their seniority. The first overtime assignment at any particular location shall be assigned to the most senior employee on the seniority list for that location. If the most senior employee is unwilling to accept the overtime assignment, the next most senior employee shall have the opportunity to accept that assignment. Overtime assignments will proceed down the seniority list. If an employee to whom an overtime assignment has been offered shall decline to accept that assignment, he will be passed and will not be offered any other overtime assignment until his turn is reached again. If an employee is offered an overtime assignment and is unable to perform the assignment because he is unqualified to do the work assigned, he will be offered the next overtime assignment. Groundsmen and maintenance men will maintain their own seniority lists to which the above rules will also apply.

I. Temporary or part time help employed by the Board shall not be subject to the provisions of this Agreement, and shall not acquire any rights hereunder. Temporary employees shall be those who work less than four (4) continuous months during any calendar year. Part time employees shall be those who work less than an average of twenty (20) hours per week.

ARTICLE VII - HOURS OF WORK, SHIFT SCHEDULES

A. The normal work week shall consist of five (5) days from Monday to Friday, inclusive.

B. The normal work day shall commence at 7:00 a.m. and shall end at 4:00 p.m. with a one hour lunch period. The Board may, at its discretion, assign members of the Bargaining Unit to work a day which shall commence at an hour subsequent to 7:00 a.m.; provided, however, that the principle of seniority shall apply to the assignment and the Board shall confer with the Union prior to the assigning of any employee to a work day which shall commence at an hour other than 7:00 a.m.

C. Should the Board institute a shift which commences on or after 3:00 p.m., each employee assigned to such a shift shall, in addition to his regular pay provided in ARTICLE VIII hereof, receive an additional fifteen cents (15¢) per hour.

ARTICLE VIII - WAGES

A. Effective July 1, 1971, the wages for the various job categories shall be set and paid in accordance with the following schedule:

SCHEDULE
WAGE SCALE

	CLASS B ¹	CLASS C ²	MATRONS ³	
			12 mo.	10 mo.
Start	6,700	6,000	3,950	3,028
1	6,900	6,200	4,150	3,182
2	7,100	6,400	4,350	3,335
3	7,300	6,600	4,550	3,488
4	7,500	6,800	4,750	3,642
5	7,700	7,000	4,950	3,795

Note 1. Class B includes head custodians of all elementary schools and of the Education Center, assistant head custodians of the senior high school and the junior high school and the head painter. Those employees in Class B who have more than five years of service shall receive an increase of \$600.00 or 8% of present salary, whichever is greater.

Note 2. Class C shall include all custodians, groundsman, painters and maintenance men not enumerated in Class B above. Those employees in Class C who have more than five years of service shall receive an increase of \$600.00 or 8% of present salary, whichever is greater.

Note 3. Those 12 month matrons who have more than 5 years of service shall receive an increase in salary of \$600.00 or 8% of their present salary, whichever is greater. A 10 month matron shall work 184 days. Those 10 month matrons who have more than 5 years of service shall receive an increase of \$460.00 or 8% of present salary, whichever is greater.

B. When an employee is temporarily transferred to a job in a higher classification for a period of eight (8) or more hours, he shall be paid the rate of pay for that classification if higher than his normal pay rate for all work done on such job. When an employee is temporarily transferred to a job calling for a lower rate of pay, he shall be paid the rate of his regular job.

ARTICLE IX - HOLIDAYS AND VACATIONS

A. Each employee who has been continuously employed for six months shall receive one day of vacation for each month of continuous employment provided that the total number of vacation days shall not exceed ten; employees who have been continuously employed for not less than one year nor more than five years shall receive ten working days of paid vacation; employees who have been continuously employed for not less than five years and for not more than ten years shall receive paid vacations in accordance with the schedule set forth below:

1. 5 years - 10 days;
2. 6 years - 11 days;
3. 7 years - 12 days;
4. 8 years - 13 days;
5. 9 years - 14 days; and
6. 10 years - 15 days;

Employees who have been continuously employed for more than ten years shall receive fifteen working days of paid vacation.

B. Seniority shall prevail in the selection of vacation time off when practicable.

C. Employees shall be paid vacation pay before the start of their vacations.

D. 1. During the term of this Agreement, the designated paid holidays shall be July 4th, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve, Christmas, New Years' (January 1), Washington's Birthday, Good Friday and Memorial Day. In addition, each employee shall be granted one additional holiday to be selected by the employee, subject to the approval of the Secretary of the Board. Each employee shall give not less than five (5) working days notice of his selection of the additional holiday to his immediate

supervisor.

2. Should a holiday fall on a Saturday, it will be celebrated on the preceding Friday. Should a holiday fall on a Sunday, it will be celebrated on either the preceding Friday or the succeeding Monday, as determined by the Secretary of the Board.

ARTICLE X - OVERTIME AND CALL-IN PAY

A. The regular work week for employees shall be forty (40) hours. All hours worked in excess of eight (8) hours in any one day or forty (40) hours in any one week shall be paid at overtime rates. Compensatory time off shall not be substituted for overtime pay. The hours of any excused absence with pay under the terms of this Agreement shall be counted as hours worked.

B. Overtime rates shall be as follows: Hours of overtime worked, except on Sundays and holidays, shall be paid at one and one-half (1-1/2) times an employee's regular pay rate, hours of overtime worked on Sunday shall be paid at two (2) times an employee's regular pay rate; hours of overtime worked on holidays will be paid at one and one-half (1-1/2) times an employee's regular pay rate plus a day's pay for the holiday.

C. Whenever an employee is required to report to work after having discharged his duties during the normal working day, the employee shall be guaranteed a minimum of two hours of work at overtime rates. This provision shall not apply when the overtime hours worked are an extension of the normal work day.

D. Whenever an employee is called back to work as set forth in Paragraph C hereof, the Board shall make and maintain a record which shall set forth the number of hours actually worked

by such employee and the pay received by such employee for each such occasion. This record shall be supplied to the Union in connection with any proposed change or termination of this Agreement.

E. Whenever an employee is requested to work scheduled overtime following the end of his regularly scheduled workday, if there is an interval between the end of the regular scheduled workday and the commencement of the scheduled overtime and if it is impractical for such employee to go to his home for his evening meal and then return to work, the Board will reimburse such employee for a meal which he purchases to a maximum of \$2.00 per meal.

ARTICLE XI - BUS DRIVERS

In the event that any employee shall, at the request of the Board, serve as a temporary bus driver, such employee shall receive fifty cents per hour for each hour so served in addition to his normal hourly pay. The Board reserves the right to select those employees who shall serve as temporary bus drivers.

ARTICLE XII - PAY DAY

Each employee covered by this Agreement shall be paid every other Thursday.

ARTICLE XIII - WORK UNIFORMS

The Board will purchase two work uniforms for each employee covered by this Agreement. Each employee shall maintain such uniforms in a suitable and presentable condition.

ARTICLE XIV - HEALTH CARE BENEFITS

The Board at its sole cost and expense, will provide the following health care benefits: Blue Cross, Blue Shield, Major Medical and Rider J health insurance on a family plan basis.

ARTICLE XV - LEAVES OF ABSENCE

A. Sick Leave

1. Each employee shall accumulate one (1) day of sick leave for each month of his scheduled employment within the calendar year. The number of unused days in any year shall be accumulated from year to year, as long as employment is continuous.

2. Extra sick leave in cases of extended illness when all accumulated sick leave has been exhausted shall be as follows: 5 days for each year of service after the fourth year and continuing through the twentieth year; 100 days for the first twenty years of service plus 10 days for each of the next ten years of service through the thirtieth year; 200 days for employees having thirty-one years or more of service. The Board may exceed these amounts depending upon the circumstances in a specific case.

3. The purpose of sick leave is to provide relief in cases of personal sickness, personal accident, illness in the immediate family and quarantine. Any other use of sick leave shall be a violation of this Agreement.

4. Continuous personal illness absence of five (5) days or more must be certified by a properly licensed physician.

5. All sick leave days used in accordance with the provisions of this Agreement shall be paid at the employee's normal wage rates.

B. Maternity Leave

1. As soon as any female employee shall become aware of her pregnancy, she shall immediately notify her immediate supervisor. Arrangements shall be made for a maternity leave of absence, without pay, which will be for a minimum period of six

(6) months and a maximum period of one (1) year, with termination of work normally to be no later than four (4) months prior to the estimated date of arrival.

2. Any such employee who has been granted a maternity leave of absence, may be required, before she is permitted to return to active duty, to undergo an examination by a physician mutually agreeable to the Board and the employee, and any other examination deemed necessary by the Board, so that it might satisfy itself that the employee is able to perform her duties in a proper manner.

C. Jury Duty and Court Appearance

1. Any employee who is required by law to serve on a jury in a court of record, upon satisfactory proof to the Board of such service rendered, shall be reimbursed by the Board for and during the time he is required to be in attendance in Court in an amount equal to the difference between his regular pay and his jury pay.

2. When an employee is called for jury service, he shall be excused from work on the days when he is required to be in court, provided, however, that if the time required for jury service in any one day does not extend beyond 12 o'clock noon, the employee will be required to report for work for the remainder of the day.

3. In the event an employee is required to appear in a court of law in a matter which does not involve moral turpitude on the part of the employee, he shall receive his regular pay for time so spent in court.

4. Each employee requiring time off for jury duty or court appearance shall notify his immediate supervisor as soon as possible of the day or days involved.

D. Union Conventions

The employees covered by this Agreement shall be granted two days aggregate time off with pay to attend Union Conventions.

E. Personal Absences

Absence for personal reasons will be allowed with pay provided the absence is approved, in advance, by the Secretary of the Board.

ARTICLE XVI - JOB DESCRIPTIONS

Work assignments shall be made in accordance with job descriptions set forth in Schedule A annexed hereto.

ARTICLE XVII - MANAGEMENT RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable rules and regulations;

(a) To direct the members of the bargaining unit;

(b) To hire, promote, transfer, assign and retain employees in positions in the school district;

(c) To suspend, demote, discharge or take other disciplinary action against members of the unit in appropriate cases, subject to an employee's right to resort to the grievance procedure;

(d) To relieve members of the bargaining unit from duty because of lack of work or for other legitimate reasons;

(e) To maintain the efficiency of the school district operations entrusted to the Board;

(f) To determine the methods, means and personnel by which such operations are to be conducted and

(g) To take whatever action may be necessary to carry out the mission of the school district in emergency situations.

ARTICLE XVIII - EXHAUSTION OF REMEDIES

The procedures set forth in this Agreement for the resolution of controversies, disputes, questions and proposals shall be exclusive and no other procedures shall be employed until the procedures set forth herein are fully exhausted.

ARTICLE XIX - EFFECTIVE LAWS

The Board and the Union understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law or regulation, such illegality or invalidity shall effect only the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of this Agreement.

ARTICLE XX - TERM OF CONTRACT

This Agreement shall become effective July 1, 1971 and continue in effect until June 30, 1972, and from year to year thereafter unless and until either of the parties desire to change or terminate the same. The party desiring such change or changes

or termination shall notify the other party in writing of that fact prior to October 1 in the year prior to the proposed date of change or termination, and after notification negotiations shall commence.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf.

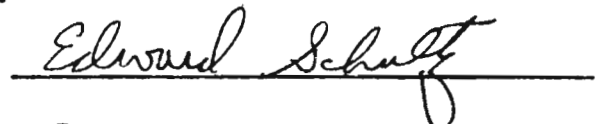
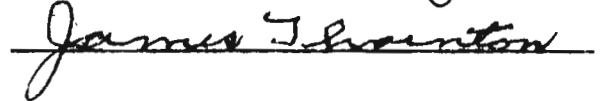
THE BOARD OF EDUCATION OF THE
TOWNSHIP OF MILLBURN

By:



COMMUNICATIONS WORKERS OF AMERICA,
AFL-CIO

By:

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