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CONTRACT

GARFIELD BOARD OF EDUCATION

AND

TEAMSTERS LOCAL NO. 84

SCHOOL YEAR 1976-1978

Berges

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PREAMBLE

THIS AGREEMENT made and entered into this First day of July, 1976, by and between the BOARD OF EDUCATION OF GARFIELD, County of Bergen, Garfield, New Jersey, hereinafter called the "Board" and the TEAMSTERS UNION - LOCAL NO. 84, hereinafter called the "Union".

W I T N E S S E T H:

WHEREAS, the parties have negotiated an understanding concerning working conditions of the unit named herein,

NOW THEREFORE in consideration of mutual covenants and practices, the parties agreed as follows:

Article I

RECOGNITION

- A. The Board hereby recognizes the Union as the exclusive and sole representative for collective bargaining negotiations concerning the terms and conditions of employment for the following personnel:

Janitors  
Clerks  
Cafeteria Workers  
Matrons

- B. Nothing contained herein shall be held to limit the right of the Board to reduce the number of employees whenever in the judgment of the Board it is advisable to abolish such positions for reasons of economy or because of reduction in the number of pupils or of change in the administrative or supervisory organization of the school district or for other good cause upon compliance with the provisions of Article 18A.

Article II

NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968, in good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than November 1 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Union, and be adopted by the Board.

Article III

MANAGEMENT PREROGATIVE

The Board of Education at all times shall have the sole and exclusive right to manage, plan, direct, conduct, control, supervise, administer and execute its business. All the authority, powers and prerogatives held by the Board prior to the signing of this agreement whether or not listed herein are retained by it. The enumeration in this agreement of certain rights shall not be construed to deny or disparage others, and nothing herein contained shall be construed to limit or restrict the Board's right to make and carry out decisions and determinations relating to operating efficiency, office and shop procedures and systems, the maintenance of order, the number and type and location of schools, quality and quantity of programs, projects, schedules of production, methods, processes and means of production, types and sources of materials and supplies, disposition of products and services, standards of quality; the establishment or elimination

Article III - MANAGEMENT PREROGATIVE - Contd.

of departments, security, safety and school protection. The right of the Board to hire, promote, advance, compensate, transfer and lay-off employees and to discharge and discipline them for cause shall be absolute, except as it is expressly modified by the term of this Agreement, as allowed and held within the confines of the law.

Article IV

WAIVER

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly and mutually agreed to and executed by both parties.

Article V

CO-OPERATION

- A. When required to do so the Union agrees to co-operate with the Board in order to attain the objective of assuring a full days work by all employees represented by the Union.
- B. The Board may accept C.E.T.A. employees to replace janitor shortage in elementary and high schools.

Article VI

DISCRIMINATION

The Board will not interfere with, restrain, or coerce the employees because of membership or lawful activity in the Union, nor will it, by discrimination in respect to hire, tenure of employment or any term or condition of employment attempt to discourage membership in the Union.

Article VII

UNION REPRESENTATION

- A. The Board recognizes the representatives of the local Union's officers as listed below in connection with any problems in their appropriate jurisdiction which may arise between the Board and the Union under this agreement:

President  
Vice-President  
Secretary-Treasurer

Article VII - UNION REPRESENTATION - Contd.

Recording Secretary  
Business Agent  
Steward

The "employer" further recognizes these limitations upon the authority of shop stewards and their alternates, and shall not hold the "union" liable for any acts of the stewards and their alternates not so authorized by the "union" or by the officers and agents thereof, provided that in case of such unauthorized actions, the "union" shall promptly and openly repudiate such actions and so notify the "employer", in writing, and shall promptly order its members to return to work and/or to cease and desist from any unauthorized interference with the employer's business.

- B. The Union within thirty (30) days after the signing of this agreement will notify the Board in Writing of the names and titles and jurisdiction of the Stewards and Local No. 84 officers who have been authorized to act in behalf of the Union and its business with the Board. The Union will notify the Board in writing of any changes within (10) days of the change. The Board will recognize and deal with only those officers or representative of Local No. 84 Union whose names have been submitted to the Board by the Union previously in accordance with this contract.
- C. The Grievance Committee, as designated by the Union shall be permitted to attend Step III Grievance Conferences. Union Officers are not authorized to process grievances and Stewards and Union Officers are not allowed any time during their working hours for the transaction of Union Business, except Stewards, who are the only representatives of the Union who shall have the authority to represent the Union in processing grievances in Steps I and II after classes when all schools have been let out at the regularly scheduled time.
- D. To be eligible as a Steward, an individual first must have his name on the Tenure list and must be working for the school system as a regular employee.
- E. A Steward will be permitted to leave his place of work for not more than fifteen (15) hours in any calendar month to handle grievances in accordance with the Grievance Procedure set forth herein. Any time spent by a Steward before or after his regular working hours in handling or discussing grievances, shall not be counted against such fifteen (15) hours nor be paid by the Board. One Steward only will participate in the handling of a grievance in the first and second steps of the Grievance Procedure. Stewards shall not transact any Union business during their Working hours.
- F. When it becomes necessary for a Steward to leave his job for the purpose of handling a grievance, he shall report his destination and purpose to his supervisor and request a labor relations Grievance Pass. The Supervisor shall sign and issue the Pass after noting thereon the Steward's name, time of

Article VII - UNION REPRESENTATION - Contd.

issuance, if the Steward and employee asserting the grievance work for different Supervisors, the Steward shall present his signed pass to the grievant's Supervisor upon entering the Supervisor's jurisdiction and shall state his business and the name of the grievant. The Supervisor of the grievant shall sign the pass then, and also later when the Steward leaves, noting thereon the time of the Steward's arrival and departure. Before returning to his job the Steward shall deliver the pass to his own Supervisor who shall make the time on the pass, sign it, and furnish the Steward with a duplicat copy thereof. The original pass shall be retained by the Board, provided the safety of the school building or property is not in jeopardy.

Article VIII

GRIEVANCE PROCEDURE

A grievance is defined as any dispute concerning the interpretation, application and/or enforcement of this Agreement.

- A. A grievance arises on the date the employee affected becomes or is made aware of the existance of the grievance. In the event of a settlement or ruling which results in a determination of monetary liability on the part of the Board such liability shall not extend for more than thirty (30) Working days prior to the date the grievance was first presented in writing.
- B. All grievances must be presented within five (5) Working days after arising and failure to report a grievance within such time shall be deemed a settlement thereof.

STEP I

Any employee or any one of a group of employees having a grievance shall submit the same orally to his immediate Supervisor as designated by the Board. The employee shall elect whether to have the Steward present or not at the oral presentation. Within two (2) Working days the immediate Supervisor shall inform the grievant and the Steward having jurisdiction of his decision.

STEP II

- A. If the grievance is not adjusted satisfactorily to the Union upon the oral presentation, it shall be reduced to Writing by the Union on a form to be supplied by the Board. The facts of the grievance shall be detailed clearly and concisely, and the relief requested shall be set forth. The completed form shall be signed by the Steward having jurisdiction and the employees aggrieved. Within Five (5) Working days after the Step I decision,

Article VIII - GRIEVANCE PROCEDURE - Contd.

the Union shall deliver the written grievance and a true copy thereof to the employee's immediate Supervisor. Failure by the Union to deliver the Written grievance within the five (5) Working days specified shall be deemed a settlement of the grievance. The Supervisor handling the Step II grievance shall give his decision in Writing within five (5) Working days after the grievance is presented to the immediate supervisor.

- B. Grievance not disposed of to the satisfaction of the Union in Step II must be taken up by the Union at the first regular Step III Conference held after the Board's Step II decision was received by the Steward. The decision reached in Step II shall be final and binding unless the particular grievance is presented by the Union at the regular Step III Conference.
- C. Regular Step III Conference shall be held at least once a month. At such conferences the Board shall be represented by its Labor relations designees namely, the Business Administrator and the Superintendent of Schools or their designees. The Union shall be represented by its Grievance Committee, as officially designated. Within seven (7) calendar days after a grievance has been presented at a Step III Grievance Conference; the Board's designated Labor Relations Committee will send its written disposition of the grievance by registered mail to the Local No. 84 business office. Grievance other than those of individual employees or groups of employees shall be presented in writing by the Union, in the first instance, at the regular Step III Grievance Conference.
- D. Any grievance or dispute arising out of, or relating to the construction or application of any provision of this Collective Bargaining Agreement, not satisfactorily settled in Step III, may be submitted to Arbitration, in which event the procedure shall be as follows:
1. Within Five (5) working days after the date of written disposition thereof in Step III, the Business Agent or his designee of the Union shall notify the Board of Education or its designee in writing that the Union desires to refer the matter of Arbitration. The written notice shall set forth also the specific nature of the matter to be arbitrated, and shall designate the paragraph (3) of this agreement affected. The grievance appealed to arbitration must be the same as that finally submitted in Step III and may not be altered or amended.
  2. Within seven (7) calendar days after notice of appeal is received by the Board of Education or its designee, he shall meet with the Business Agent or his designee of the Union and the two (2) parties shall choose an impartial arbitrator to hear the matter of appeal.
  3. If the two (2) parties are unable to agree upon an impartial arbitrator within one (1) calendar day, the Union and the Board within ten (10) working days thereafter must request the director of (PERC) to appoint an impartial arbitrator.
  4. If the Union fails to comply with any of the provisions above within the times specified, the matter at issue shall be deemed settled on the basis of the Step III decision.



Article VIII - GRIEVANCE PROCEDURE - Contd.

5. The impartial arbitrator shall not have the power to add to or subtract from or modify any of the terms of this agreement or any agreement supplemental hereto nor to pass upon any controversy arising from any demand to change any wage prevailing at this time.
6. The decision of the impartial arbitrator shall be final and binding and shall conclusively determine the subject of the arbitration for the duration of this agreement.
7. It is the intent of the parties that the impartial arbitrator shall render his decision within twenty (20) days from the date that all pertinent data has been submitted to him, unless such period is extended by agreement of the Board and the Union.
8. The fees and expenses of the impartial arbitrator and the rental of quarters in which the arbitration matter is heard shall be shared equally by the Board and the Union. All other expenses shall be the obligation of the party incurring them.

Article IX

EMPLOYEE RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Union and its affiliates, his participation in any activities of the Union and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employee hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- D. Whenever any employee is required to appear before the Business Administrator or his designee, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the

Article IX - EMPLOYEE RIGHTS - Contd.

salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Union present to advise him and represent him during such meeting or interview. Any suspension of an employee as a result of any formal charge shall be without pay until the time of determination of the charge. In the event the employee is ultimately exonerated of the charge, the employee shall be made whole retroactive to the day of suspension.

- E. An employee shall be prevented from wearing pins or other identification of membership in the Union or its affiliates.
- F. Cafeteria workers shall be entitled to tenure upon completion of one year employment with the Board.

Article X

UNION

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning and including but not limited to: a register of certificated personnel, proposed budgetary requirements and allocations, when available, and minutes of all Board meetings.
- B. Whenever any representative of the Union or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conference, or meetings, he shall suffer no loss in pay.
- C. Representatives of the Union and the International Union shall be permitted to transact official Union business on school property at all reasonable times, provided that permission is first obtained from the Business Administrator or his designee. Permission shall not be arbitrarily refused.
- D. The Union and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided prior approval shall be first obtained from the Business Administrator or his designee.
- E. The Union may have the reasonable use of the inter-school mail facilities and mail boxes.
- F. A Bulletin Board shall be made available to the Union for the posting of Union notices which have received prior approval by the Business Administrator. Such Bulletin Board shall be located in readily accessible areas. Such approval shall not be arbitrarily refused.
- G. The Board agrees to furnish to the Union information concerning any changes or innovations in existing programs thru letter form, pertaining to working conditions, fringe benefits, and salary guide prior to implementation.

Article XI

WORK YEAR

- A. Shall be from July 1 through June 30th.
- B. All cafeteria workers shall have a working plan for 175 working days a year. Their base pay shall be based on actual days worked per month. Any absence shall be deducted from following month payroll. Pension shall be deducted monthly.

Article XII

HOURS OF WORK

A. Clerks

Monday through Friday, The normal working day shall be six and one-half (6½) hours and the normal working week shall be thirty-two and one-half (32½) hours.

B. Janitors

Monday through Friday, The normal working day shall be eight (8) hours and the normal working week shall be forty (40) hours except only janitors where normal working hours go beyond six (6) P.M. should be seven and one-half hours per day and the work week shall be thirty-seven and one-half (37½) hours.

C. Cafeteria Workers

1. Monday through Friday when school is in full session.

2. Cooks - six and three quarters (6-3/4) hours and normal week thirty-three and three-quarters (33-3/4) hours.

3. Other Employees - six (6) hours and the normal working week shall be thirty (30) hours.

- D. The employees shall work one-half day sessions when approved by the Board for other employees for Thanksgiving, Christmas and Easter. One-half day session shall end at 1:00 P.M.

Article XIII

REPORTING TIME

- A. Employees reporting for work at the scheduled starting time on the normally scheduled work day shall be given their daily pay for the specific daily hours as set forth in Article XII at their basic rate for that day.
- B. Employees reporting for work scheduled for them on Saturday and Sunday shall be given at least four (4) hours of work, or a minimum of four (4) hours of pay at time and one-half rate. Cafeteria workers shall be granted three (3) hours pay when they are sent home because of inclement weather or other just and due cause which may enable the cafeteria operator to continue as scheduled.

Article XIV

BREAK TIME

Employees shall be granted a fifteen (15) minute coffee break in the morning between 9:30 A.M. and 9:45 A.M. and a coffee break in the afternoon between 2:30 P.M. and 2:45 P.M. with pay at their basic rate.

Article XV

EMPLOYMENT

- A. Upon initial employment, each employee shall be placed on his proper step of the salary schedule.
- B. Previously accumulated unused sick leave days will be restored to all returning employees, who return within five (5) years.

Article XVI

SALARIES

- A. The salaries of all employees covered by this agreement are set forth in Schedules attached hereto and made a part hereof.
- B. When pay day falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.
- C. Tardiness docking will be applied to the nearest quarter hour in accordance with the following: if an employee is late from one (1) to fifteen (15) minutes behind the employees arrival time the employee shall be docked one fourth (1/4) of an hours pay. Docking will be applied to unexcusable tardiness at the discretion of the Business Administrator for each violation of tardiness.
- D. Longevity allowance shall be granted as set forth on Salary Schedule - Exhibit A. Longevity shall be defined as the total service of an employee in the Garfield School System as shown on the employee's personnel records as maintained by the Board.

Article XVII

OVERTIME

Time and one-half shall be paid for all work performed in excess of their specific daily hours as set forth in Article XII in any one normal working day and for all time work in excess of their specific weekly hours as specified in Article XII in any normal work week. Time and one-half shall be paid for all work performed on Saturday and Sunday.

Article XVIII

OVERTIME DISTRIBUTION

The Board will make every reasonable effort to distribute overtime equally among employees qualified to perform work covered by their classification in each work assignment group or section of a department. Employees shall not unreasonably refuse overtime.

Article XIX

HOLIDAYS

- A. Subject to rules, regulations and limitations specified below, employees shall be granted their specific daily hours as set forth in Article XII straight time pay at their basic rate for each of the following holidays not working during the year. Within provision does not apply to cafeteria workers.

New Year's Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Easter Monday	Friday after Thanksgiving Day
Ascension Day	Feast of the Immaculate Conception
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

Convention close-down as prescribed by law (for Clerks only)  
Title 18A;31-2

- B. Cafeteria workers shall be granted their specific daily hours as set forth in Article XII at straight time pay at their basic rate for the following holidays:

New Year's Day	Columbus Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

- C. Employees scheduled to work on any holiday listed herein (as observed) shall receive straight time their basic rate for all hours worked plus their specific daily hours as set forth in Article XII straight time their basic rate in lieu of holiday pay. Any holiday, listed herein, which may fall on a Saturday or Sunday and is not coincidental with school closing, the Board shall grant (1) day's pay at straight time the basic rate of all employees effected.
- D. Any work undertaken by any employee of the Board pertaining to Athletic Activities or contests shall be paid at a fixed fee for the job as per schedule set by the Board of Education.
- E. Except when assigned to check all schools for the purpose of safety coverage during holiday close-down at no extra compensation.

Article XX

VACATIONS

- A. All new employees shall be entitled to one vacation pay per month until 10 months of employment and then be entitled to vacation as set forth below.
- B. An employee on the Board of Education payroll who has one (1) year of service up to and including five (5) years of service shall receive ten (10) working days vacation with pay each year at his basic rate at the time his vacation is due.
- C. An employee on the Board of Education payroll who has 16 years of service shall be granted one day per year until they have completed the 25th year and receive a maximum of 5 weeks vacation after 25 years. Employees who are eligible to receive (20) working days vacation shall, however, have one of the weeks designated as a "floating week" which means that said one week shall be scheduled to be taken as a vacation week at the discretion of the employee's immediate supervisor and subject to approval by the Board.
- Employees who are eligible to receive 25 working days vacation day shall however have both weeks designated as "floating weeks" which means that said weeks shall be scheduled to be taken as vacation weeks at the discretion of the employee's immediate supervisor and subject to approval by the Board.
- D. Employees having the greater seniority shall be given preference in the selection of Vacation schedules, where consistent with the work schedule.
- E. Any employee eligible for vacation whose employment is terminated for any reason whatsoever shall receive his vacation pay in accordance with the amount of compensated hours he has received during the regularly scheduled vacation pay.
- F. Within provisions does not apply to cafeteria workers.

Article XXI

SICK LEAVE

- A. Employees holding any office, position, or employment who are protected by tenure in their office, position, or employment, shall be allowed sick leave with full pay for a minimum of twelve (12) school days in any school year, as provided under Chapter 30, Article I, and its sub-paragraphs of the New Jersey Statutes Title 18A, as may be amended from time to time. Cafeteria workers shall be allowed sick leave with full pay for a minimum of four (4) working days in any school year.
- B. Other absences to be considered are death in the immediate family in which any employee will be granted three (3) days off, with pay, following the date of death of Father, Mother, Husband, Wife, Child, Sister or Brother, Mother-in-Law, Father-in-Law. One (1) day off with pay shall be granted for death of Grandfather, Grandmother, Sister-in-Law and Brother-in-Law. As covered under Chapter 30, Article 2 - 18A:30-7, as may be amended from time to time.
- C. Employees shall be entitled to two (2) personal days in any school year, provided the Business Administrator's Office is notified 48 hours in advance of the personal day request.

Article XXI - SICK LEAVE - Contd.

- D. A Terminal Leave pay plan shall be instituted. Employees entitled to a retirement pension shall receive as part of their last year's salary an additional amount equivalent to 25% of their daily salary in their last year of employment for each accumulated unused sick leave day accumulated since July 1, 1972, provided the retiree submits notification to the Board no later than November 30 of the given school year. In the event said notice is not given by November 30, the terminal leave pay shall be paid in a lump sum amount at the end of the given school year at the same rate as heretofore set forth and this lump sum payment shall not be included as salary.

Article XXII

LEAVE OF ABSENCE

Leave of Absence - can be granted by the Board for a reasonable period of time for a fair and just reason without pay.

Article XXIII

LAYOFFS AND RECALL

In case of a reduction of forces for an indefinite period, the following procedure shall be effected:

- A. Seniority for this purpose shall be called "Job Seniority" and shall be defined as stated under Article I, Tenure para: 18A:17-2, 18A:17-3, 18A:17-4 of the N. J. Statutes Title 18A, as may be amended from time to time.

Article XXIV

HIRE

The Board shall have the right to hire, transfer and promote.

Article XXV

PROMOTION

Seniority shall be defined as the total service of an employee in the Garfield School System as indicated on his occupational card on file with the Board.

In the event the Board should elect to fill a vacancy by promotion, it shall have the right to select the employee who is most qualified. In the event, however, that two or more employees are equally qualified, then the Board shall select the most senior employee to fill the vacancy.

Article XXVI

TRANSFER

- A. An employee may be laterally transferred within his job classification. If an employee is permanently transferred from one job classification to another classification and at any time during the probationary period of thirty (30) days, his work performance is unsatisfactory, he shall be transferred back to his former classification at the rate he was receiving at the time of transfer without loss of Seniority.
- B. All transfers and/or changes in rates of pay shall become effective on the nearest Monday to the date of such transfers or change in pay.
- C. Temporary assignments within the Bargaining Unit of seventy (70) days may be made with compensation related to the labor grade into which he is being assigned.

Article XXVII

SAFETY

All complaints regarding the safety of an employee shall be processed through the grievance procedure.

Article XXVIII

INSURANCE PROTECTION

- A. 1. Commencing with the 1973-1974 school year, the Board shall provide health insurance protection and shall pay the full premium for each employee including family coverage where appropriate, for hospitalization, medical-surgical and major medical coverage in the State Health Benefits plan.
- 2. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve month period commencing July 1st and ending June 30th. When necessary, payment of premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- 3. The Board shall provide dental care insurance protection presented by the N. J. Dental Service Plan, Inc., and shall pay the single employee premium for each employee.

Article XXIX

DEDUCTION FROM SALARY

A. Union Payroll Dues Deduction

- 1. The Board agrees to deduct from the salaries of its employees due for the Union as said employee individually and voluntarily authorize the



Article XXIX - DEDUCTION FROM SALARY - Contd.

Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-15.9a) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Union by the 15th day of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

2. The union named above shall certify to the Board in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
3. The Board shall provide payroll deductions from employees salaries for savings plan and loan payment plan to the Credit Union. Said deductions may be instituted annually either in September or February of the school year.

Article XXX

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board policy for the term of said Agreement, and the Board and Union shall carry out the commitments contained herein and related to this Agreement and give them full force under applicable law and shall not be modified in whole or in part by the parties except in writing duly executed by both parties.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual employee shall be subject to and consistent with the terms and conditions of the Agreement. If any individual contract contains language inconsistent with this Agreement, this Agreement shall be controlling.
- D. The Board and the Union agrees that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfers, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- E. This Agreement shall be duplicated and presented to all employees of the Board.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement,

Article XXX - MISCELLANEOUS PROVISIONS - Contd.

either party shall do so by telegram or registered letter at the following addresses:

1. If by Union, to the Board of Education  
at 125 Outwater Lane, Garfield, New Jersey
2. If by Board, to the Union through Shop Steward at his school

Article XXXI

OTHER EMPLOYEES PERFORMING  
CLERICAL, JANITORIAL AND MAINTENANCE DUTIES

- A. It is agreed that the two Attendance Officers although not members of the Bargaining Unit, shall be permitted to functionally perform clerical duties when assigned by the Board without prejudice, provided said assignment should not be in the position or positions being held by members of the Bargaining Unit.
- B. It is agreed that the Superintendent of Maintenance, Foreman of Maintenance, and the Superintendent of Custodians, although not members of the Bargaining Unit, shall be permitted to functionally perform maintenance and custodial duties respectively, when assigned by the Board without prejudice.

Article XXXII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1976 and shall continue in effect until June 30, 1978, subject to the Union's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by the President of the Board of Education attested by the Secretary of the Board of Education and the Secretary-Treasurer of the Union, and their corporate seals to be placed hereon, all on the day and year first above written.

TEAMSTERS UNION - LOCAL NO. 84

GARFIELD BOARD OF EDUCATION

BY *[Signature]*  
Secretary-Treasurer

*[Signature]*  
President

*[Signature]*  
Secretary

January 4<sup>th</sup> 1977  
Date

1/5/77  
Date

WITNESS BY: *[Signature]*

DATE Jan. 4, 1977 - 17 -

SCHEDULE "A"

SALARY GUIDE - CLERKS AND SECRETARIES

1976-1977 THROUGH 1977-1978

<u>YEAR</u>	<u>SECY. TO BUS/ADM.</u>		<u>SECY. TO SUPT.</u>		<u>SECY-CLK. BUS/ADM.</u>		<u>SECY-CLK. TO SUPT.</u>		<u>STENO CLERK</u>	
	<u>1976-77</u>	<u>1977-78</u>	<u>1976-77</u>	<u>1977-78</u>	<u>1976-77</u>	<u>1977-78</u>	<u>1976-77</u>	<u>1977-78</u>	<u>1976-77</u>	<u>1977-78</u>
1	7,889.	8,489.	7,652.	8,252.	7,238.	7,838.	7,002.	7,602.	7,238.	7,838.
2	8,151.	8,751.	7,914.	8,514.	7,501.	8,101.	7,265.	7,865.	7,501.	8,101.
3	8,414.	9,014.	8,176.	8,776.	7,764.	8,364.	7,527.	8,127.	7,764.	8,364.
4	8,677.	9,277.	8,440.	9,040.	8,026.	8,626.	7,790.	8,390.	8,026.	8,626.
5	8,939.	9,539.	8,702.	9,302.	8,288.	8,888.	8,053.	8,653.	8,288.	8,888.
6	9,201.	9,801.	8,964.	9,564.	8,551.	9,151.	8,315.	8,915.	8,551.	9,151.
7	10,328.	10,928.	10,087.	10,687.	9,666.	10,266.	9,426.	10,026.	9,666.	10,266.

<u>YEAR</u>	<u>SECY. H.S. PRIN.</u>		<u>CLERK TYPIST</u>		<u>CLERK</u>		<u>STOCK CLERK</u>		<u>AIDE - PSYCH.</u>	
	<u>1976-77</u>	<u>1977-78</u>	<u>1976-77</u>	<u>1977-78</u>	<u>1976-77</u>	<u>1977-78</u>	<u>1976-77</u>	<u>1977-78</u>	<u>1976-77</u>	<u>1977-78</u>
1	6,648.	7,248.	6,236.	6,836.	6,000.	6,600.	8,538.	9,138.	9,128.	9,728.
2	6,912.	7,512.	6,498.	7,098.	6,262.	6,862.	8,800.	9,400.	9,390.	9,990.
3	7,174.	7,774.	6,760.	7,360.	6,524.	7,124.	9,064.	9,664.	9,653.	10,253.
4	7,436.	8,036.	7,023.	7,623.	6,787.	7,387.	9,326.	9,926.	9,915.	10,515.
5	7,698.	8,298.	7,285.	7,885.	7,049.	7,649.	9,588.	10,188.	10,177.	10,777.
6	7,961.	8,561.	7,547.	8,147.	7,311.	7,911.	9,850.	10,450.	10,440.	11,040.
7	9,064.	9,664.	8,642.	9,242.	8,402.	9,002.	10,989.	11,589.	11,592.	12,192.

SCHEDULE "B"

SALARY GUIDE - JANITORS AND MAINTENANCE

1976-1977 THROUGH 1977-1978

<u>YEAR</u>	<u>MATRONS &amp; JANITORS</u>		<u>MAINTENANCE</u>	
	<u>1976-77</u>	<u>1977-78</u>	<u>1976-77</u>	<u>1977-78</u>
1	7,948.	8,548.	8,952.	9,552.
2	8,210.	8,810.	9,214.	9,814.
3	8,473.	9,073.	9,476.	10,076.
4	8,735.	9,335.	9,738.	10,338.
5	8,997.	9,597.	10,002.	10,602.
6	9,259.	9,859.	10,264.	10,864.
7	10,388.	10,988.	11,411.	12,011.

A. Janitor assigned as Head Janitor in High School is to receive an additional stipend of \$500.00 while on assignment as Head Janitor - High School.

Janitor assigned as Night Foreman in High School is to receive an additional stipend of \$500.00 while on assignment as Night Foreman - High School.

B. \$100.00 shall be granted to all licensed fireman certified under Statute RE 34-7-1 as long as they hold a valid license.

C. Longevity is for service time in the Garfield School System - ONLY

LONGEVITY

15 years	\$100.00
20 "	150.00
25 "	200.00
30 "	250.00
35 "	300.00

SCHEDULE "B" - Contd.

- D. Head Janitors designated in Elementary School and Stadium shall receive a stipen of \$250.00 per annum.
- E. Janitors assigned to night shift shall receive a stipen of \$150.00 per annum.
- F. Janitors holding a Masters Degree in Electricity - a State License shall receive \$100.00 as a stipen annually.
- G. The Board shall provide two (2) uniforms annually at no cost to the employee and one winter jacket every three (3) years at no cost to employee. The Board agrees to order the uniforms in July of each year.
- H. All elementary janitors shall participate in the School Lunch Program. Their duties shall be as directed by the Business Administrator, but they not be required to supervise children. Each elementary janitor shall receive a \$150.00 stipen annually for participating in the School Lunch Program.

SCHEDULE "C"

CAFETERIA WORKERS

1976 - 1977

	<u>REGULAR</u>		<u>COOKS</u>
1st year	\$3.00	per hour	\$3.25 per hour
2nd "	3.25	"	3.50 "
3rd "	3.50	"	3.75 "
4th "	3.75	"	4.00 "
5th "	4.00	"	4.25 "

1977 - 1978

	<u>REGULAR</u>		<u>COOKS</u>
1st year	\$3.50	per hour	\$3.75 per hour
2nd "	3.75	"	4.00 "
3rd "	4.00	"	4.25 "
4th "	4.25	"	4.50 "
5th "	4.50	"	4.75 "

A. The Board shall provide two (2) uniforms each year at no cost to the cafeteria workers.