AGREEMENT

BETWEEN

West Orange Board of Education

AND

International Union of Operating Engineers Local 68

★

COVERING PERIOD

JULY 1, 1969 to JUNE 30, 1970

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This Agreement made this 10th day of November 1969, Between the Board of Education of the Town of West Orange in the County of Essex, hereinafter called the "Board" and the International Union of Operating Engineers, Local 68, hereinafter called the "Union";

WHEREAS, The Board and the Union have carried on negotiations in order to implement the provisions of Chapter 303 of the Laws of 1968 (New Jersey Employer-Employee Relations Act) and to encourage and increase the effective and harmonious working relationships between the parties hereto; and

WHEREAS, as a result of said collective negotiations, the parties have reached certain agreements with respect to a collective negotiations agreement;

NOW, THEREFORE, in consideration of covenants hereinafter contained, it is mutually understood and agreed as follows:

1. The Board recognizes the Union as the majority representative in accordance with Chapter 303, Laws of 1968, for the employees of the Board in the following appropriate unit:

A. All employees in the classification of custodians, firemen, matrons, drivers and maintenance men, excluding all executive, clerical and professional personnel.

2. Any of the rights, power or authority the Board had when there was no collective bargaining representation are retained by the Board and may be exercised without prior notice to or consultation with the Union except those specifically abridged or modified by this Agreement.

3. SEPARABILITY — It is the intent of the parties hereto to abide by all applicable

statutes covering the subject matter of this agreement. Should any provision or provisions of this Agreement be declared illegal, contrary to any statute, all other provisions of this Agreement shall remain in full force and effect, and substitutions for the invalidated provision or provisions shall be immediately negotiated.

4. The employees within the Bargaining Unit agree to perform their duties under the direction of their respective supervisors and in accordance with this agreement, the rules, regulations, policies and by-laws of the Board, the State Board of Education and the statutes pertinent thereto.

5. The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this agreement.

6. The Board shall provide insurance protection as presently established. The Board shall be liable to pay for insurance protection only to the extent of the coverage presently paid for by the Board.

7. SENIORITY RIGHTS — Seniority rights for tenure employees shall be as set forth in NJSA 18A:17-4.

8. TENURE AND PROBATIONARY PERIOD — All employees who have been employed for a period of three (3) consecutive calendar years shall be given an appointment for an unfixed term so that tenure may be acquired in accordance with NJSA 18A:17-3. All other employees will be given a similar appointment upon the completion of three (3) consecutive calendar years on the third anniversary of their employment date. Time spent on leaves of

absence shall not be included in computing said three (3) year period.

All newly hired employees shall be given a contract for a fixed term to run from the date of hiring to the following June 30. A copy of said contract is attached hereto and marked Appendix A-1. All newly hired employees shall be subject to a ninety (90) day probationary period. During this period of ninety (90) days, the employee shall be subject to immediate dismissal. The thirty (30) day period set forth in Paragraph 1 of Appendix A-1 shall not apply to probationary employees.

9. SALARIES, HOURS OF WORK AND OVERTIME — A normal, but not guaranteed work week shall consist of forty (40) hours, and five (5) days per week. All work in excess of forty (40) hours in any one week shall be considered overtime, payable at time and one-half (1½) of the employee's normal rate of pay. Excused absence shall be considered as time worked for the purpose of computing overtime.

The work week will be computed from 12:01 a.m. Sunday to 12:00 p.m. Saturday.

It is expected that an employee will work reasonable overtime when requested to do so.

Salaries of all employees covered by this Agreement are as set forth in Appendix A-2 and annexed hereto.

10. VACATIONS AND HOLIDAYS — All custodial and maintenance staff employees covered by this Agreement shall be granted earned vacation in accordance with the following schedule:

A. Employees with less than one (1) year's service by June 30 shall be granted one (1) working day for each month of employment

before June 30, not to exceed ten (10) days. Employment in the first month must begin prior to the sixteenth (16th) day of the month to allow credit for vacation.

B. An annual vacation of ten (10) working days after a completion of one (1) to ten (10) years' satisfactory service.

C. Those who complete more than ten (10) years of service by June 30 of any year will become eligible for annual vacation as follows:

Upon completion of								
11 years by June 30	—	11	working	days	vacation			
12	"	"	"	"	12	"	"	"
13	"	"	"	"	13	"	"	"
14	"	"	"	"	14	"	"	"
15	"	"	"	"	15	"	"	"

Thirteen (13) holidays shall be granted each year during the period, July 1 - June 30, the dates to be set forth in a holiday calendar established by the Board of Education.

11. CHECK-OFF OF UNION DUES — The Board agrees to deduct monthly Union dues from the wages of employees covered by this Agreement who are members of the Union and who individually and voluntarily sign an authorization card for such deduction.

The parties agree that the check-off authorization card shall be as prescribed by Chapter 310, NJSA 52:14-15-:9e.

In making deductions, the Board shall rely upon the most recent communication from the Union as to the rate of the monthly dues.

The Union agrees to indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that

shall arise out of or by reason of action taken or not taken in respect to deduction of dues and initiation fees made pursuant to the provisions of this Article.

12. The Union acknowledges the right of the Board to alter and amend its rules concerning the operation of the schools, based upon educational needs. The Board agrees, however, that it will not alter the basic financial terms of this contract, specifically (A) Compensation, (B) Sick Days, (C) Personal Days, (D) Vacations, and (E) Insurance protection during the term of this Agreement without making appropriate adjustments as to these basic financial terms, with the employees covered by this Argeement.

13. GRIEVANCE PROCEDURE — The following grievance procedure is hereby established:

A. If any employee has a problem or complaint, he shall discuss it informally with his immediate supervisor prior to filing a formal grievance pursuant to this Article.

B. For the purpose of this Agreement, the term "grievance" shall mean any dispute between the Board and the Union, or between the Board and any employee within the bargaining unit, concerning the meaning and application of the provisions of this Agreement.

C. Grievances to be considered hereunder must be submitted no later than five (5) working days after the alleged grievance has arisen and if not so submitted shall be waived. Grievances will be handled according to the following procedure:

Step 1. The grievance shall be submitted by the aggrieved employee to his immediate supervisor in writing on a form to be provided by the Board. This form will provide copies of

the grievance for the aggrieved and for the Union. If the matter is not satisfactorily settled in this stage within five (5) working days after presentation of the grievance, it may within two (2) more working days be referred to the Superintendent of Buildings and Grounds.

Step 2. The employee and a Union official (if the employee so desires) may meet with the Superintendent of Buildings and Grounds for the purpose of discussing the grievance. The Superintendent of Buildings and Grounds shall give his reply within ten (10) working days following presentation of the grievance. If the grievance is not settled at Step 2, the grievance, within five (5) working days, may be referred to Step 3.

Step 3. The aggrieved employee and a Union official (if the employee so desires) may meet with the Superintendent of Schools or his designee for the purpose of discussing the grievance. The Superintendent of Schools or his designee shall give his reply within ten (10) working days following the meeting.

Step 4. In the event that the Union is not satisfied with the decision of the Superintendent of Schools or his designee, such grievance or grievances may be taken to arbitration. The Union and the Board shall meet to select an impartial arbitrator and in case agreement cannot be reached regarding an impartial arbitrator, the American Arbitration Association shall be asked to submit a panel of five names of persons whom it would regard as available, impartial and specifically qualified for the particular arbitration. Upon receipt of such a list, the Board and the Union shall alternately strike off one name until one is left. The Union shall strike the first name and, in succeeding grievance cases, the parties shall alternate

which one shall strike the first name on the panel. The power and authority of the impartial arbitrator shall be limited to the construction and interpretation of this agreement as applied to the subject of the particular grievance involved. He shall have no authority or power to add to, delete, disregard, or modify any of the provisions of this Agreement. The decision of the impartial arbitrator shall not be final and binding upon the parties. Arbitration, if any, shall be held in New Jersey.

D. It is expressly understood and agreed that in addition to the exclusion from the provisions of the grievance and arbitration clause which are contained elsewhere in the Agreement, the following are not subject to the grievance and arbitration provision of this Agreement.

(a) Matters where a method of review is prescribed by law, or by any rule, regulation or by-law of the State Commissioner of Education or the State Board of Education.

(b) Matters where the Board is without authority to act.

(c) Matters involving the sole and unlimited discretion of the Board; except as modified by this Agreement.

(d) Matters where the discretion of the Board may not be unlimited, but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

E. The expenses and fees incident to the services of the impartial arbitrator shall be jointly paid by the Board and the Union.

F. Either the Board or the Union may utilize the service of any suitable consultant for assistance in arbitration. The cost of such

service shall be borne fully by the party utilizing same.

G. This Agreement shall cover the period commencing July 1, 1969 and expiring at 12:00 o'clock Midnight on June 30, 1970.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and affixed the corporate seal hereto the day and year first above written.

ATTEST:

BOARD OF EDUCATION OF THE TOWN OF WEST ORANGE IN THE COUNTY OF ESSEX
BY:

/s/ L. T. Ericsson
Secretary

/s/ Walter F. Rummenie
President

Signed, sealed and delivered in the presence of:

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68
BY:

/s/ Samuel A. Christiano

/s/ John J. Brown
Business Representative

APPENDIX A-1

CONTRACT

Name of Employee .....

Position under this Contract .....

Date of this Contract .....

Initial Salary and Placement on
Salary Guide under this Contract .....

This contract is made between the Board of Education of the Town of West Orange in the County of Essex, a Corporation of the State of New Jersey, with its principal office at No. 10 Gaston Street, West Orange, hereinafter called the "Board," and the above named person hereinafter called the "Employee."

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is mutually understood and agreed as follows:

(1) The Board does hereby employ the Employee to fill the position hereinabove stated for the period beginning ....., 19..... and ending ....., 19..... at the salary of $..... per month paid in accordance with the Rules and Regulations of the Board. This employment is for a definite period and terminates on the date stated above. Any employment beyond June 30, 19..... will be for a definite period of time. It is also an expressed condition of employment under this, or any subsequent term, that either party to this contract may terminate it in writing at any time, on giving thirty days notice in writing.

(2) Employee agrees to faithfully do and perform the duties of said employment aforesaid, and will observe and comply with the Rules and Regulations of the Board and State Board of Education and the Statutes of the State of New Jersey as they pertain to said employment.

(3) Employee is to be compensated by the Board at the salary fixed in the salary guide established by the Board, as the same may be amended or changed from time to time; at the rate applicable on said guide for the level of experience acquired by the Employee. Said position on said guide is hereby established as above set forth. Progress on said guide shall be in accordance with the Board Rules and Regulations.

IN WITNESS WHEREOF, Employee has signed and sealed these presents and Board has caused its proper corporate officers to sign and seal the same, the day and year first above written.

ATTEST:	BOARD OF EDUCATION OF THE TOWN OF WEST ORANGE IN THE COUNTY OF ESSEX
..... Secretary	
.....L.S. Employee	By..... President

0-67-8

APPENDIX A-2

WEST ORANGE PUBLIC SCHOOLS
10 Gaston Street
WEST ORANGE, NEW JERSEY

SALARY GUIDE FOR MAINTENANCE STAFF AND CUSTODIANS

Effective July 1, 1969

Step	Maintenance Staff	Custodians	Firemen	Drivers	Matrons
1.	$6,000	$5,400	$5,700	$5,400	$4,800
2.	6,300	5,600	5,900	5,600	5,000
3.	6,600	5,800	6,100	5,800	5,100
4.	6,900	6,100	6,400	6,100	5,300
5.	7,200	6,400	6,700	6,400	
6.	7,500	6,700	7,000	6,700	
7.	7,800			7,000	
8.	8,100				
9.	8,400				
10.	8,700				

Adopted: March 10, 1969