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# Agreement

between

**TEANECK BOARD OF EDUCATION**

Teaneck, New Jersey

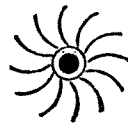
and

**TEAMSTERS LOCAL 97**

Representing

Teaneck Board of Education

(Custodial and Maintenance Personnel)



X JULY 1979 — JUNE 1981



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# Agreement

## I

### PREAMBLE

This Agreement entered into this 1st day of July, 1979, by and between the Teaneck Board of Education, (hereinafter referred to as the "Board") and Local 97, International Brotherhood of Teamsters, Chauffeurs, Warehousemen, and Helpers of America (hereinafter referred to as the "Union"), represents the complete and final understanding on all bargainable issues between the Board and the Union.

## II

### RECOGNITION

The Board recognizes the Union as the exclusive representative for the purpose of collective bargaining with respect to the terms and conditions of employment, within the purview of Chapter 123 of the Laws of 1974 for non-certificated employees regularly employed by the Board as custodians, and maintenance personnel. The Director of Engineering, the Supervisors of Operations and all other employees of the Board shall not be included in the bargaining unit.

### III

## GRIEVANCE PROCEDURE

A. The term "grievance" as used herein means any controversy arising over the interpretation or adherence to the terms and conditions of this Agreement and may be raised by an individual, the Union on behalf of an individual or group of individuals or the Board.

B. The term "grievance" and the procedure established for the processing of a "grievance" shall not be deemed applicable in the following instances:

1. In matters not covered by the terms of this agreement;
2. In matters of initial salary guide and salary step determinations and assignments;
3. In matters of temporary job transfers or assignments;
4. In matters of selection for promotion as it pertains to seniority;
5. In matters where the Board or its representatives are without authority to act;
6. In matters involving probationary employees, including dismissal.

### C. PROCEDURE

1. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. Whenever the employee appears with a representative, the Board or its representatives shall have the right to designate a representative to participate at any step in the grievance procedure.

2. An employee shall not lose pay for time spent during his regular working hours at the following steps of the grievance procedure.
3. Saturdays, Sundays, and holidays shall not be considered working days in the computing of the time limits indicated in the grievance procedure.
4. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
5. The time limits specified in Section D may be adjusted by mutual consent of the parties.
6. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

#### **D. STEPS**

1. An employee having a grievance shall present it to his Supervisor within five (5) working days after the occurrence of the event from which the grievance arises. An answer will be submitted within three (3) working days. Any grievance not presented within five (5) days, shall be deemed abandoned, unless the parties by mutual agreement consent to an additional period of time.

2. If the employee is not satisfied with the answer, the grievance shall be put in writing specifying:
  - (a) the nature of the grievance;
  - (b) the results of the discussion with the Supervisor;
  - (c) the basis of dissatisfaction with the determination; signed by the employee and presented to the Director of Engineering, with a copy to the Supervisor, within three (3) working days. An answer will be submitted, in writing, within five (5) working days, after a hearing involving all parties.
3. If the employee is dissatisfied with the answer, or in the event no answer is received within five (5) working days, the employee may appeal, in writing, within three (3) working days thereafter, to the School Business Administrator/Board Secretary with copies to the Director of Engineering and the Supervisor. An answer will be submitted within five (5) working days after a hearing involving all parties.
4. If the employee is dissatisfied with the answer, or in the event no answer is received within five (5) working days, the employee may appeal in writing, within three (3) working days thereafter, to the Board of Education, with copies to the School Business Administrator/Board Secretary, Director of Engineering and the Supervisor. An answer will

be submitted within twenty (20) calendar days after a hearing involving all parties.

5. If the employee is dissatisfied with the answer, or in the event no answer is received within twenty (20) calendar days, the employee will have the right to appeal within five (5) working days as follows:
  - (a) In grievance matters covered under N. J. Statutes 18A, or interpretations or adjudications thereof, the appeal must be made to the N. J. Commissioner of Education.
  - (b) In grievance matters not covered under (a) preceding, the appeal shall be in the form of a request for advisory arbitration pursuant to the rules and regulations established by the American Arbitration Association.
    - (1) The arbitrator shall be bound by the provisions of this Agreement and restricted to the application of the facts presented to him involved in the grievance.
    - (2) In formulating his decision, the arbitrator shall adhere to the statutory law of New Jersey and to the pertinent decisions of the Commissioner of Education, the State Board of Education and the Courts.
  - (c) The cost for the services of the arbitrator shall be borne equally between the Board and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.



6. In the event of an order, ruling or determination by a party other than the immediate Supervisor, any grievance would start with the person making such order, ruling or determination, to wit:
  1. Director of Engineering
  2. School Business Administrator/Board Secretary
  3. Board of Education
7. Board grievances shall be presented within five (5) working days after the occurrence of the event from which the grievance arises. These grievances shall be filed directly with the Executive Board of the Union and in the event the matter is not resolved within twenty (20) working days the matter shall proceed to advisory arbitration as provided in paragraphs 5(b) and (c).

#### **IV**

### **SEPARABILITY AND SAVINGS**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

#### **V**

### **NO-STRIKE PLEDGE**

- A. The Union covenants and agrees that during

the term of this Agreement neither the Union nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e. the concerted failure to report for duty, or stoppage of work or abstinence in whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk-out or other job action or the invocation of sanctions against the Board. The Union agrees that such action would constitute a material breach of this Agreement.

B. In the event of a strike, slowdown, walk-out, job action or the invocation of sanctions, it is covenanted and agreed that participation in any such activity by any Union member or other individuals covered by this contract, shall entitle the Board to terminate the employment of such employee or employees.

C. The Union agrees that it will do everything in its power to prevent its members from participating in a strike, work stoppage, slowdown, or other activity aforementioned, or support any such action by any other employee or group of employees of the Board and that the Union will publicly disavow such action, and order all such members who participate in such activities to cease and desist from same immediately and to return to work and take such other steps as may be necessary under the circumstances to bring about compliance with the Union's order.

D. The Union further agrees that it will not cause, engage in, sanction or encourage or assist in any strike or similar action or conduct on the part of students.

E. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have in law or in equity for injunction or damages or both in the event of such breach by the Union or its members.

## VI MANAGEMENT/BOARD'S RIGHTS

The Board of Education reserves to itself sole jurisdiction over matter of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, or any successor Agreement, in accordance with applicable laws and regulations:

A. To direct employees of the school district.

B. To hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, to demote, discharge or take other disciplinary action against employees (subject, however, to the provisions of the applicable statutes and rules and regulations of the State Board of Education in such cases made and provided) and all applicable laws and decisions of any New Jersey State or applicable Federal Agency regarding these matters.

C. To maintain the efficiency of the school district operations entrusted to them.

D. To determine the methods, means, and personnel by which such operations are to be conducted, subject to the applicable laws and decisions of any State or applicable Federal agency.

**E. To take whatever other actions may be necessary to carry out the matters of the school district; and to carry out without limitations, all of the powers, rights, authority, duties and responsibilities conferred upon and vested in it, by the laws of the Constitution of the State of New Jersey and of the United States as the same have been interpreted either by administrative decisions, or by appropriate courts of competent jurisdiction.**

**F. Nothing in the above shall limit the Union directly or indirectly in its duty to fairly represent the membership of the Union and to present: grievances, proposals, counter-proposals, and to negotiate with the Board of Education on wages, hours and other terms and conditions of employment.**

## **VII**

### **UNION RESPONSIBILITIES**

**A. The Union shall be responsible for acquainting its members with the provisions of this Agreement and shall be responsible for the adherence to the provisions of this Agreement by its members during the life of this Agreement.**

**B. It is the responsibility of the Union, its members and its representatives, to carry out administrative directions regarding Board policies and administrative regulations, subject to the understanding that the grievance procedure shall be available under the terms specified in Article III, if it is felt any such directive or policy is in conflict with the express terms of this Agreement.**

## **VIII FULLY-BARGAINED PROVISIONS**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

## **IX PROBATION**

A. All employees shall be considered as probationary employees during their first ninety (90) days of employment. The probation period may be extended, at the sole discretion of the Board, for a period not to exceed an additional ninety (90) days.

B. 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.

C. If a probationary employee quits or is discharged prior to completing his probationary period, he shall not be entitled to any earned vacation time.

**X**  
**BLACK SEAL LICENSE**

A. All custodial personnel employed hereafter, must obtain, as a condition of their employment and prior to the conclusion of the first calendar year of employment, a Black Seal boiler operator's license.

B. The Board of Education will pay any charges levied by the authorized school for instruction of custodial personnel in preparation for the licensing examination.

C. The employee shall pay any initial or renewal license fees.

D. The employee shall present the license or license renewal to the Supervisor who shall record the pertinent information therefrom and forward it to the Director of Engineering.

E. Obtaining the Black Seal license is the direct responsibility of the employee. The Supervisor and other personnel will cooperate with the employee, by reasonable adjustment of work schedules, etc., in order to enable the employee to attend school and take the examination.

**XI**  
**EVALUATION PROCEDURE**

A. Observations of the work performance of

custodial and maintenance personnel shall be conducted by the Supervisors. Such observations shall be conducted openly.

B. Written evaluations shall be prepared for each employee on or about October 1st and March 1st of each school year. The employee shall be given a copy of each evaluation.

C. An employee may request and shall be granted a conference with his/her Supervisor and, upon the employee's request, a Union representative, to discuss the evaluation. Such a conference shall be granted within ten (10) working days.

D. The employee is required to sign his/her evaluation form at the time he/she receives their copy. *Signing does not signify approval.* Only completed evaluation forms shall be presented for signature.

E. Evaluations shall become part of the permanent personnel file of each employee.

F. The evaluations shall be a part of the basis upon which a determination shall be made regarding the employee's annual salary increment and/or adjustment.

G. Evaluations shall be done for probationary employees prior to the conclusion of their probation period. This is in addition to any other evaluations.

This evaluation shall be a part of the basis upon which a determination shall be made regarding the regular employment of the probationary employee.

## **XII**

### **JOB OPENINGS, TRANSFERS & PROMOTIONS**

A. Employees shall be notified and may apply for all job openings, transfers and promotions.

1. Employees shall be notified through the posting of a notice on the custodial and maintenance bulletin boards.
2. Interested employees must notify the specified individual within five (5) working days after the posting of the notice.

B. Nothing in the foregoing shall restrict the right of the Board to advertise outside the school system for applicants.

C. In those situations where the finalists are considered to offer comparable ability in job training and potential, consideration shall be given to the applicant with employment seniority.

The parties recognize that the ultimate responsibility for making all appointments rests with the Board of Education and agree that it is the obligation of the Board to fill all vacancies with the best qualified personnel.

D. The Director of Engineering shall have the right to assign any personnel to fill any position or perform any work task on a temporary basis.

E. The Director of Engineering shall have the right to make any changes in job schedules or work routines as he may determine necessary for the best functioning of the Department.



### **XIII**

## **SALARY REGULATIONS**

A. Placement on the proper salary guide and step will be determined at the time of employment.

B. In determining such guide and step placement, the Director of Engineering shall grant credit for similar work experiences outside the school system.

C. The granting of any salary increment and/or adjustment as set forth in the salary schedule shall not be deemed to be automatic.

The School Business Administrator/Board Secretary shall have the power to recommend the withholding of any salary increment and/or adjustment for inefficiency or other good cause.

Whenever the withholding of an increment and/or adjustment is proposed, the individual concerned shall be given written reasons for such proposed withholding and said individual shall have the right to appeal in accordance with the provisions of the Grievance Procedure.

D. Employment and reemployment of custodial and maintenance personnel shall be on the basis of one (1) year or less.

E. Longevity salary payments indicated on the salary guide are paid under the following conditions.

1. Only for full-time completed years of service as a member of the Teaneck Board of Education custodial or maintenance staffs. No outside or other department experience may be recognized.

2. Completed years of service will be determined as of July 1st each year.
3. The appropriate per annum longevity salary payment indicated on the salary guide shall be added to the salary guide step salary and paid as part of the school year contract salary approved for the individual.

#### **XIV OVERTIME**

A. Overtime work is an inherent part of the custodial and maintenance operation, and, as such, may be required of all custodial and maintenance personnel.

B. In emergency circumstances, as determined by the Director of Engineering or a Supervisor, overtime work may be required of any personnel without regard to the overtime selection procedure hereinafter indicated.

C. Overtime work shall be offered to employees according to a rotation schedule and procedure as follows:

1. *Custodial Personnel*

- (a) A list of custodial employees shall be prepared by the Supervisor and posted for each building on the basis of most senior employee to least senior. This list shall be revised and updated with each change in personnel in a building. Seniority will be based on time in the school system as a member of the custodial staff.

- (b) Overtime opportunities will be offered to each employee on the list in a straight, continuous rotation system, regardless of the type or length of overtime involved. The employee may accept or reject the overtime opportunity.
- (c) If accepted, the next overtime will be offered to the next person on the list.
- (d) If rejected, the overtime is offered to the next person.
- (e) If all employees in a school reject the overtime opportunity, the Supervisor shall return to the first employee offered the overtime, and direct him/her to work. The employee may not refuse.
- (f) Employees who refuse overtime two (2) consecutive times, will be automatically deleted from the overtime rotation list. They will not be eligible for overtime rotation unless the Supervisor approves or directs his/her reinstatement to the list.
- (g) Employees shall be given, whenever possible, a minimum of 24 hours' notice of overtime. In an emergency or a situation requiring immediate action, the time period may be shorter. If notice is not given within the 24 hour period (except emergencies or other immediate situation), an employee may, for reason, refuse the overtime. Such refusal shall not count towards the number of refusals specified in paragraph C.1.(5). During the summer period (July 1-August 31) the aforementioned time period will be 36 hours.

(h) Nothing shall bar a Supervisor, in the event all employees in a building refuse the overtime, and the Supervisor does not wish to avail himself/herself of his/her right to direct an employee to work the overtime, from obtaining the services of another employee in the school system to work the overtime.

## 2. *Maintenance Personnel*

(a) A list of maintenance personnel shall be prepared by the Supervisor and posted for each department on the basis of seniority.

(b) The procedure for offering overtime opportunities is the same as that for custodial personnel.

(c) If all employees in a department reject the overtime opportunity, the Supervisor shall return to the first employee offered the overtime, and direct him/her to work. The employee may not refuse.

(d) Employees who refuse overtime two (2) consecutive times, will be automatically deleted from the overtime rotation list. They will not be eligible for overtime rotation unless the Supervisor approves or directs his/her reinstatement to the list.

(e) Employees shall be given, whenever possible, a minimum of 24 hours' notice of overtime. In an emergency or a situation requiring immediate action, the time period may be shorter. If notice is not given within the 24 hour period (except emergencies or

other immediate situation), an employee may, for reason, refuse the overtime. Such refusal shall not count towards the number of refusals specified in paragraph C.2.(d). During the summer period (July 1-August 31) the aforementioned time period will be 36 hours.

(f) Nothing shall bar a Supervisor, in the event all employees in a building refuse the overtime, and the Supervisor does not wish to avail himself/herself of his/her right to direct an employee to work the overtime, from obtaining the services of another employee in the school system to work the overtime.

D. Employees may request, in writing, to be taken off the overtime rotation list for their building or department. They shall remain off the list and not be offered overtime until such time as they request, in writing, to be reinstated on the list.

These employees are not exempt from emergency overtime and may, at the discretion of the Supervisor, be required to perform such overtime work.

#### E. OVERTIME RATES

1. The normal hourly rate of employees shall be calculated by: annual salary divided by 2080 hours in the case of full-time personnel, or prorated equivalent in the case of part-time personnel.

2. *Monday through Friday*—Overtime performed during the period beginning midnight Sunday and ending midnight Friday, shall

be compensated at one and one-half the normal hourly rate.

3. *Saturday and Sunday* — Overtime performed during the period beginning midnight Friday and ending midnight Sunday, shall be compensated at two times the normal hourly rate.

4. *Holidays* — Overtime performed during the 24 hour period beginning and ending at midnight on a day listed as a holiday pursuant to Article XVI, shall be compensated at the normal hourly rate for the holiday as such, and two times the normal hourly rate for the hours worked.

## F. GENERAL CONDITIONS

1. Supervisors shall arrange for overtime assignments not later than the working day following the day the Supervisor is informed of the need for overtime work.

2. Overtime will be defined as that period of time occurring before or after an employee's normal assigned working time, or any time on days when the employee is not scheduled to work.

3. No overtime work may be performed or compensated for unless it has been authorized and approved by the Supervisor.

4. In situations involving absence of employees for periods not exceeding two (2) days, regular employees shall be provided an overtime work opportunity to perform all

or part of the absent employees work as may be determined by the Supervisor.

5. In situations involving absence of employees for periods exceeding two (2) days, the Supervisor shall make provision for completing the absent employee's work, in full or part, by whatever means the Supervisor determines in his/her best judgment.

## **XV VACATIONS**

A. Employees shall be entitled to earned vacation time to be taken any time during the year subject to the approval of the Supervisor and Director of Engineering,

B. Earned vacation time shall be determined according to the following schedule:

1. *Complete Years of Employment*

Years 1 through and including 4

\*10 working days per year

Years 5 through and including 7

\*15 working days per year

Years 8 and subsequent years

\*20 working days per year

*\*Earned Vacation*

2. The date for determining an employee's complete year of employment and earned vacation time, shall be the date of initial employment and annually thereafter.

3. In the case of employees employed prior to

July 16, 1972, the determination date shall be July 1.

4. Except in instances recommended by the Supervisor, and approved by the Director of Engineering, earned vacation time may not be taken prior to the completion of a complete year.
5. Probationary employees do not earn vacation time until the Probation period is completed and he/she is recommended for regular employment, in which case Paragraph 2. of this article shall apply.
6. (a) Employees who quit or are discharged (excluding probationary employees) will have their date of termination adjusted to include a terminal earned vacation period. At the discretion of the Board, payment may be made to the employee in lieu of the terminal earned vacation period.  
(b) Earned vacation time will be prorated on the basis of annual earned vacation divided by twelve (12) times the number of full months worked. Complete days will be taken as earned vacation time. Fractional days will be paid in salary by fractional day times eight (8) hours times normal hourly rate.

## XVI HOLIDAYS

There shall be fifteen (15) paid holidays during the school year beginning July 1 and ending June 30.



The holiday schedule shall be that established by the Board.

## **XVII SICK LEAVE**

A. Sick leave shall be granted to employees under the provisions of N. J. S. 18A:30-1, 18A:30-2, 18A:30-2.1, 18A:30-3 and 18A:30-4 and as modified by the terms of this contract article as hereinafter indicated.

B. No doctor's certificate shall normally be required in the event of an absence claimed to be due to personal, family or other medical reasons, unless, in the opinion of the School Business Administrator/ Board Secretary or his designee, an abuse of the legitimate purpose for the absence may be taking, or has taken, place. In such case, a doctor's certificate may be required of the individual for the period of absence in question and/or future similar absences, in order to receive salary for the period of such absences.

The doctor's certificate, when required, shall state: (a) the patient's name, (b) inclusive dates of absence from work, (c) the medical reasons necessitating the absence, and (d) that the employee did not come to work at the specific direction of the attending physician.

C. All full-time twelve-month personnel shall be entitled to twelve (12) personal sick leave days per school year. Unused sick leave days shall be cumulative.

D. When requested, the Union will assist in investigating any alleged abuses of sick leave time.

E. Custodial and maintenance personnel who shall after fifteen (15) years of service retire or resign in good standing will be entitled to payment for unused accumulated sick leave under the following additional conditions:

1. Payment of Fifteen (\$15.00) Dollars per day for each unused sick leave day accumulated in accordance with section C.
2. The accumulation of unused sick leave days to commence with employment in the 1969-70 school year.
3. Payment shall not exceed a total of \$4,500.00 for a maximum of three hundred (300) accumulated unused days.
4. Employees discharged for cause do not qualify for payment of the aforementioned benefit.

## **XVIII**

### **MEDICAL INSURANCE BENEFITS**

A. The Board will provide hospital, surgical, Major Medical and dental coverage for employees requesting such coverage at no cost to the employee. For those employees electing to secure coverage for their dependents, the Board will pay for the cost of such coverage at no cost to the employee.

The employee acknowledges that he/she is obligated to inform the Board within thirty (30) days

whenever any change occurs in his/her, or his/her dependents' status as it relates to this coverage, and failure to so inform the Board may result in Board refusal to continue any coverage for the employee.

B. Nothing in this Article shall limit the right of the Board to change insurance companies, provided the coverage shall be substantially the same.

## **XIX SAFETY**

Mechanics on the Maintenance staff will be provided with one pair of suitable safety work shoes per school year. Other personnel in the Engineering Department, as determined in the sole judgment of the Board of Education, may be provided with a pair of suitable safety work shoes.

**SCHEDULE A**  
**TEANECK PUBLIC SCHOOLS**  
**CUSTODIAL AND MAINTENANCE PERSONNEL**  
**1979                      1980**  
**SALARY GUIDE**

Steps	Laborers, Landscapers and Custodial (1)	Mechanics (2)
1	\$12,890.	\$13,990.
2	13,115.	14,215.
3	13,340.	14,440.
4	13,565.	14,665.
5	13,790.	14,890.
6	14,015.	15,115.

**Longevity Salary Payments**

(Completed years of service)

Years 10-14	\$50. per annum
Years 15-19	75. per annum
Years 20-24	100. per annum
Years 25 & up	125. per annum

(1) Custodians regularly assigned to and working the 11:00 P.M. to 7:00 A.M. custodial routine, shall receive \$100. per annum over their salary position on guide, or as indicated for the position.

(2) Foremen of the Laborers Crew, Carpentry Crew, Painting Crew and Electricians Crew, shall receive a 10% salary differential over their place on the Mechanics guide.

Effective July 1, 1979

**XX**  
**TERM OF AGREEMENT**

This Agreement shall become effective July 1, 1979 and shall continue in full force and effect through June 30, 1981. The Agreement shall continue in full force and effect from year to year thereafter unless either party notifies the other in writing of a desire to negotiate on a successor agreement not earlier than one hundred fifty (150) nor later than one hundred twenty (120) days prior to the expiration date of the Agreement.

The parties will reopen negotiations in the spring of 1980 on salaries (Schedule A) only for the 1980-81 school year. All other terms of the contract shall remain the same for 1980-81.

BOARD OF EDUCATION

*Richard H. Alich*  
President

*J. J. [Signature]*  
Secretary

*3/20/80*  
Date

TEAMSTERS UNION

*[Signature]*  
President, Local #97

*[Signature]*  
Secy/Treas., Local #97

*Frank Manore*  
Chief Steward

\_\_\_\_\_  
Date

