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BOARD OF EDUCATION OF THE CITY OF BAYONNE

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

BOARD OF EDUCATION
OF THE CITY OF BAYONNE

AND

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

AGREEMENT

Between:

Board of Education of the City of Bayonne

- and -

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

Effective Date:- July 1, 1971

I N D E X

	<u>Page</u>
1. - RECOGNITION.....	1
2. - UNION SECURITY	1 - 2
3. - WORK SCHEDULES	2
4. - OVERTIME	2 - 3
5. - CALL-IN TIME	3
6. - INSURANCE	3 - 4
7. - LEAVES OF ABSENCE	4
8. - SENIORITY	5
9. - GRIEVANCE AND ARBITRATION PROCEDURE	5 - 7
10.- TEMPORARY ASSIGNMENTS	7
11.- VACATIONS	7
12.- SAFETY AND HEALTH	8
13.- MANAGEMENT'S RIGHTS	8
14.- FUTURE NEGOTIATIONS	8
15.- SALARIES	8 - 10
16.- HOLIDAYS	10 - 11
17.- GENERAL PROVISIONS	11
18.- DURATION AND TERMINATION	11

A G R E E M E N T

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

1. - RECOGNITION:

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

2. - UNION SECURITY:

2.1 - The Employer agrees to deduct the Union dues once each month from the pay of those Employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Treasurer by the 15th day of the succeeding month after such deductions are

made. This authorization shall be irrevocable during the term of this agreement, or as may otherwise be provided in applicable statutes.

3. - WORK SCHEDULES:

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

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

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

3.4 - Hourly Schedules:

Janitors and Janitresses - 7:30 a.m. to 4:30 p.m.
Engineers - 5:30 a.m. to 1:30 p.m.
Shop Personnel - 8:00 a.m. to 4:30 p.m.
Asst. Engineers - hours to be set by Principal.

4. - OVERTIME:

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

conditions:

- (a) - All work performed in excess of eight (8) hours in any one day;
- (b) - All work performed in excess of forty (40) hours in any one week;
- (c) - All work performed on Saturday as such, (except for employees assigned on continuous operations).

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

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

- (a) - All work performed on Sundays, as such (except for employees working on continuous operations);
- (b) - For all work performed on holidays, as set forth in this agreement.

5. - CALL-IN TIME:

5.1 - Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time and one-half for such work and shall be guaranteed a minimum of three (3) hours.

6. - INSURANCE:

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

pay seventy-five (75%) percent of the cost of full family coverage.

7. LEAVES OF ABSENCE:

7.1 - Leaves of absence, with pay, shall be provided as follows:

- (a) - Ten (10) days per year sick leave. Unused sick leave shall be accumulative from year to year;
- (b) - Leaves of absence necessitated because of an accident, or illness related to his work, shall be continued for the duration of the period when said employee is unable to work at no loss in pay therefor, not exceeding one (1) year;
- (c) - Extended leaves of absence necessitated by illness or accident not related to an employee's work, shall be granted in accordance with the Rules and Regulations adopted by the Employer now in effect;
- (d) - Two (2) days personal leave with pay per year.
- (e) - Not to exceed seven (7) consecutive days with pay in the event of death in the immediate family. Immediate family shall be considered spouse, parents, and children. Three (3) days leave with pay in the event of death of brother or sister. Two (2) days leave with pay in the event of death of other relatives.
- (f) - School employees are exempt from jury duty.
- (g) - Employees will be granted leaves of absence without pay to attend Union conventions and conferences, not exceeding two (2) days.
- (h) - Requests for leaves of absence without pay for employees appointed to full-time positions with the Union must be presented to each Board of Education during the term of such office.
- (i) - Employees appointed to other than full-time public office positions which do not pay salaries as such, will be granted time off from work as necessary, in order to fulfill the obligations of their public office, without loss in pay.

8. - SENIORITY:

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

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

8.3 - In all cases of promotions, demotions, layoffs, recall, shift assignment, vacation schedules, and other situations where substantial employee advantages or disadvantages are concerned, employees with the greatest amount of seniority shall be given preference provided such employee has the ability to perform the work involved after a reasonable trial period. A reasonable trial period shall be determined by the supervisor. The Employer will be the sole judge of the employee's ability to perform the work involved. The reasonableness of the trial period shall not be subject to grievance; however, the remainder of this Article remains subject to grievance.

9. - GRIEVANCE AND ARBITRATION PROCEDURE:

9.1 - Any grievance or dispute which may arise between

the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

- (a) - A grievance by an employee shall be presented within ten (10) school days of the occurrence of the condition giving rise thereto. Then it shall be discussed with the employee involved and the Union Representative together with the Principal of said School and the Superintendent of Grounds and Buildings. The answer shall be made within three (3) working days by such Principal to the Union.

If the disposition of the matter is not satisfactory to the grievant, then in that event, the Union shall have five (5) working days to proceed to (b).

- (b) - If the grievance is not settled through Step (a), the same shall be reduced to writing by the Union and submitted to the Superintendent of Schools or any person designated by him, and the answer to such shall be made in writing, with a copy to the Union, within five (5) working days of its submission.

If the disposition of the matter is not satisfactory to the grievant, then in that event, the Union shall have five (5) working days to proceed to (c).

- (c) - If the grievance is not settled by Steps (a) and (b), then the Union shall have the right to submit such grievance to the Trustees of the Board of Education. A written answer to such shall be served upon the individual and the Grievance Committee within seven (7) calendar days of its submission.

If the disposition of the matter is not satisfactory to the grievant, then in that event, the Union shall have five (5) working days to proceed to (d).

- (d) - If the grievance is not settled by Steps (a), (b), and (c), then the Union shall have the right to submit such grievance to an arbitrator who shall be appointed by the Public Employment Relations Commission.

The Arbitrator shall have the right and full power to hear the dispute and make a final determination, which shall be binding on both parties. The cost of arbitration shall be borne by the Board of Education and the Union equally.

- (e) - The Union President, or his authorized representative, may report an impending grievance to the Trustees of the Board in an effort to forestall its occurrence.
- (f) - It is agreed 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.

10. - TEMPORARY ASSIGNMENTS:

10.1 - Employees working out of a job title requiring higher pay for more than one day shall receive the greater sum for the second day and every day thereafter so temporarily assigned.

11. - VACATIONS:

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

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

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

12. - SAFETY AND HEALTH:

12.1 - The Employer shall at all times maintain safe and healthful working conditions, and, shall provide all tools or devices needed in the performance of the employee's duties, except uniforms and/or workclothes.

12.2 - The employees shall at all times observe and exercise the highest degree of care for his own safety and that of all persons in the school system.

13. - MANAGEMENT'S RIGHTS:

13.1 - The Board hereby retains the right to manage and control its facilities and, in addition, retains the right to hire, discipline, or discharge employees for just cause.

13.2 - All rights not expressly granted to the Union in this Agreement are hereby reserved by the Employer.

13.3 - Nothing herein shall alter or deprive any employee's rights guaranteed to him by Federal or State Law and all rights enumerated herein.

14. - FUTURE NEGOTIATIONS:

14.1 - Negotiations on a new contract shall commence no sooner than October 1st, 1972 and no later than October 31st, 1972.

15. - SALARIES:

15.1 - Salaries for employees covered by this Agreement shall be as set forth below:

A general "across-the-board" wage increase of Eighteen Hundred (\$1,800.00) Dollars over a two-year period, to be paid as follows:-

\$900. for the year July 1, 1971 - June 30, 1972;
\$900. for the year July 1, 1972 - June 30, 1973.

15.2 - Longevity pay as follows:-

10 - 14 years of service	- \$150.
15 - 19 years of service	- \$200.
20 - 24 years of service	- \$300.
25 - 29 years of service	- \$400.
30 years of service and over	- \$500.

15.3 - All Assistant Engineers (Firemen) assigned to School duty shall receive an additional Three Hundred (\$300.00) Dollars per annum while in such assignment.

15.4 - It is agreed that those employees who work on continuous operations schedules shall receive an additional Two Hundred (\$200.00) Dollars per annum, while in such assignment.

15.5 - Shop Personnel:

Salaries for Shop Personnel shall be divided into three classes or categories as follows:-

Class 1 - Shop Personnel under Class 1 shall be paid the salary of a Janitor plus One Thousand (\$1,000.00) Dollars. Shop employees in this Class shall consist of Clerks, Bus Drivers, Truck Drivers, and shop employees performing other non-tradesmanlike duties.

Class 2 - Shop Personnel under Class 2 shall be paid the salary of a Janitor plus Thirteen Hundred (\$1,300.00) Dollars. Shop employees in this Class shall consist of those employees performing tradesmanlike duties.

Class 3 - Shop Personnel under Class 3 shall be paid the salary of an Engineer plus One Thousand (\$1,000.00) Dollars. Shop Personnel in this Class consist of the following named persons only:

1. - Zenon T. Jablonski;
2. - Stanley J. Kafarski;
3. - Charles Maida;
4. - Manuel Penchansky.

16. - HOLIDAYS:

16.1 - The following days are recognized as holidays:

1. - New Year's Day;
2. - Lincoln's Birthday;
3. - Washington's Birthday;
4. - Columbus Day;
5. - Memorial Day;
6. - July 4th;
7. - Labor Day;
8. - Election Day;
9. - Veteran's Day;
10. - Thanksgiving Day;
11. - Good Friday;
12. - Christmas Day.

If New Year's Day or Christmas Day fall on Saturday, same will be celebrated as a Friday Holiday.

In the event school is closed on days not listed above or other days for any reason whatever, and the employee is not

required to work such days, he shall suffer no loss in pay therefor.

17. - GENERAL PROVISIONS:

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

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

18. - DURATION AND TERMINATION:

18.1 - This Agreement, and each of its provisions, shall be in effect as of July 1st, 1971, and shall continue in full force and effect until June 30th, 1973.

IN WITNESS WHEREOF, the parties hereto have duly caused this Agreement to be executed by their accredited representatives, this 11th day of March, 1971.

BOARD OF EDUCATION OF THE CITY OF BAYONNE, NEW JERSEY,

ATTEST:

by Herman L. Brockman
(Herman L. Brockman)
President.

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

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

ATTEST:

Robert F. ...
Secretary.

by Robert ...
President.

APPROVED AS TO FORM
John J. ...
JOHN J. ...
BOARD COUNSEL

BOARD OF EDUCATION
BAYONNE, NEW JERSEY

March 11, 1971

RESOLUTION

BY THE COMMITTEE OF THE WHOLE:

BE IT RESOLVED, that the President and Secretary of this Board of Education are hereby authorized and directed to execute in the name of and on behalf of the Board the Contract between the Board of Education of the City of Bayonne -and- Local 1959, American Federation of State, County, and Municipal Employees, AFL-CIO, a copy of which Contract is annexed hereto and made a part hereof.

Trustee Sumner-Rosman moved that the resolution be adopted.

Seconded by Alexis Bendig CARRIED - 9-0