

7-2044

13-55

THIS DOES NOT
CIRCULATE

1977-1979

THIS AGREEMENT made and entered into as of the 17th day of October, 1977, between the HAZLET TOWNSHIP BOARD OF EDUCATION, hereinafter referred to as the "BOARD" and LOCAL #11, Affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMENT AND HELPERS OF AMERICA, a labor organization, hereinafter referred to as the "UNION".

W I T N E S S E T H :

WHEREAS, the Union has presented proof that it represents a substantial majority of a unit composed of all custodial, maintenance and mechanic employees; and

WHEREAS, the Board by virtue thereof, has recognized the said Union as the sole and exclusive bargaining agent for all custodial, maintenance and mechanic employees of the BOARD; and

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws 1968, to negotiate with the Union as the representatives of all custodial, maintenance and mechanic employees of the Board with respect to the terms and conditions of employment.

WHEREAS, the Board, on its own behalf and on behalf of the Electors of the District, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States.

WHEREAS, the exercise of the foregoing powers, rights, authority, duties, and responsibilities by the Board, and the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.

WHEREAS, nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Laws or any other national, state, county, district, or local laws or regulations as they pertain to education.

NOW THEREFORE, it is mutually agreed between the parties, as follows:

ARTICLE 1 - RECOGNITION

Section 1. Representation: The Board hereby recognizes the Union as the sole and exclusive representative for collective negotiation concerning the terms and conditions of employment herein provided for full time custodial, maintenance and mechanic employees now employed or to be employed by the Board.

Section 2 . Bargaining Unit: The bargaining unit shall consist of full time custodial, maintenance and mechanic employees of the Board.

Section 3. Definition: Wherever used herein the term "employees" shall mean and be construed only as referring to full time custodial, maintenance and mechanic employees of the Board.

ARTICLE 2 - UNION SECURITY

Section 1 . The Board agrees it will give effect to the following form of Union Security:

- a. All present employees who are members of the local Union on the effective date of this Agreement shall remain members of the Local Union in good standing.

All present employees who are not members of the Local Union shall pay to the Local Union, a service fee as set forth below.

- b. It is agreed that at the time of hiring the Board will inform newly hired employees, who fall within the Bargaining Unit, that they may join the Union thirty-one (31) days thereafter.
- c. Whenever an employee, who falls within the bargaining unit, fails to become a member as provided he shall pay to the Local Union a monthly service fee equal in amount to the monthly union membership dues as remuneration for all benefits which benefits shall be the same as provided for union members.
- d. It is understood by the parties that the above provisions concerning service fees and/or continued union membership are inoperative unless and until permitted by law.

ARTICLE 3 - CHECK OFF

Section 1. The Board hereby agrees to deduct from the wages of employees by means of check-off the dues and service fees uniformly required by the labor organization pursuant to the provisions of N.J.S.A. 52:14-15.9E. The Board, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and service fees. Such deductions shall be made from the first salary paid to each employee during the month. Any deduction for service fees is expressly subject to the provisions of Article 2, Section 1, d.

Section 2. In making the deductions and transmittals as specified, the Board shall rely upon the most recent communication prior to start of the payroll period from the Union as to the amount of the dues and service fees, except that in such cases where the employee wishes to withdraw from the Union the Board shall accept a communication from the employee in writing as evidence of such authority. The total amount deducted shall be paid to the Local Union within ten (10) days after such deduction is made.

Section 3. The Board agrees to forward to the office of Local #11 located at 591 Summit Avenue, Jersey City, New Jersey the full name and address (or application obtained from the shop steward) for all new employees subject to this agreement. The Board further agrees to notify the Union when unit employees are discharged, granted leaves of absence, absent due to illness or injury which may exceed sick leave benefits or leave the employ of the Board for any reason whatsoever, when submitting the dues and service fee deduction list to the Union office each month.

ARTICLE 4 - PROBATIONARY PERIOD

Section 1. The first sixty (60) days of employment for all new employees will be considered a probationary period for purposes of this agreement.

Section 2. During the aforementioned probationary period, the Board may discharge such employee for any reason whatsoever. An employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Board shall have no responsibility for the re-employment of newly engaged probationary employee if they are dismissed during the probationary period.

ARTICLE 5 - SENIORITY

Section 1. All employees, subject to this agreement, who have been successfully evaluated, shall receive "Tenure", as defined in N.J.S.A. 18A:17-3, after continuous service of (3) three years and (1) one day from his original employment date, in any position subject to this agreement, with the Board of Education.

ARTICLE 6 - HOURS OF WORK AND OVERTIME

Section 1. Any work performed beyond eight (8) hours in any one day of the normal work week which shall consist of 40 hours in five (5) consecutive eight (8) hour days shall be considered overtime and compensated for at one and one half (1-1/2) times the regular hourly rate of pay.

Section 2. Employees shall be paid at the rate of time and one half (1-1/2) for work performed for the first day of the scheduled days off and double time (2 X) for all hours in excess of eight (8) hours on that day.

Section 3. Employees shall be paid at the rate of double (2 X) time for work performed for the first eight (8) hours on the second day of the scheduled days off and triple (3X) time for all hours in excess of eight (8) hours on that day.

Section 4. Employees called to work prior to the start of their normal shift, shall be paid overtime for any such time worked.

Section 5. The Board shall notify the employees of any work on scheduled days off not later than the end of the shift one day prior to the end of his work week, except in the case of emergencies.

Section 6. In the event an employee reports for regularly scheduled work without having been previously notified that there is no work, the employee shall be guaranteed eight (8) hours' pay at his regular rate of pay.

In the event an employee reports for scheduled overtime work without being previously notified that there is no work, the employee shall be guaranteed the pay for the number of hours that were scheduled for overtime on that date.

Section 7. Overtime for custodians shall be distributed on a seniority basis within each school, except when the overtime shall be an extension of a shift, the senior man on that shift shall be entitled to the overtime.

Overtime for maintenance personnel shall be distributed on a seniority basis for employees qualified and capable of performing the work. Such determination of qualifications and capabilities shall be made by the Board Secretary.

Section 8. The working shift shall be as follows:

Elementary School

6:30 A.M. - 2:30 P.M.

2:30 P.M. - 11:00 P.M.

High School

6:30 A.M. - 3:00 P.M.

9:00 A.M. - 5:30 P.M.

2:30 P.M. - 11:00 P.M.

4:00 P.M. - 12:30 A.M.

Maintenance Department

6:00 A.M. - 2:30 P.M.

8:00 A.M. - 4:30 P.M.

The Board reserves the right to assign or reassign shifts to personnel or to create new work hours at the convenience of the Board.

Section 9. In the event an employee is called back to work after leaving at the conclusion of his normal work shift, the employee will be entitled to a minimum of three (3) hours' pay at the overtime rate that is applicable, said overtime to begin upon arrival at the work area.

Section 10. Employees whose shift begins at 2:30 P.M. or later shall receive a shift premium of ten (10¢) per hour.

ARTICLE 7 - FORCE REDUCTION

Section 1. The Board agrees that it will not engage any new employees unless all of the employees presently employed are working the scheduled hours noted in this agreement.

Section 2. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Board by category (Custodial or Maintenance or Mechanic). The employee with the least seniority shall be laid off first and in rehiring, the same principle shall apply, namely, the last employee laid off shall be the first to be rehired. The provisions of the Article shall be subject to the provisions of Title 18A:17-4.

Section 3. The employees involved in such lay-off shall receive seventy two (72) hours notice in writing prior to any lay-off, and a copy shall be given to the Shop Steward.

ARTICLE 8 - JOB VACANCIES, NEW JOBS CREATED OR PROMOTIONS

Section 1. If new jobs are created within the units subject to this agreement or if such vacancies occur in a higher rated position or if such promotions are to be made, and if two or more employees determined equally qualified by the Board apply for such position, seniority shall be the determining factor in the selection of employees to fill such positions before any new employees are hired.

Section 2. The Board agrees to post a notice of such new job, vacancy, or promotion on the bulletin board for a period of three (3) working days. Such notice shall contain a description of the job, the rate and when the job will be available. Anyone subject to this agreement interested, in order to be eligible, must sign the notice.

Section 3. In the event an employee covered under this agreement is selected to fill such position the employee and the Union shall be notified in writing of the employee's acceptance by the Board within three (3) days of such acceptance.

Section 4. Any employee subject to this agreement selected to fill a new position or promotion to a position either of which is subject to this agreement shall be granted a trial period of up to sixty (60) days. If it shall be determined by the Board during the said trial period, that the promoted employee is for any reason not qualified to discharge the duties of the position to which he was promoted, the employee shall resume his former position or a position equivalent thereto. During the trial period the employee shall receive no increase in salary by reason of the promotion but shall, if accepted in the new position, receive such an increase in salary retroactive to the commencement date of the trial period. However, if the employee has equivalent experience and has previously performed the specific higher rated position, such employee shall receive the higher rate immediately.

ARTICLE 9 - GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Any grievance of any employee shall be discussed between the employee and his immediate Supervisor or his designated representative.

If not settled there, it shall be discussed between the Shop Steward, the employee and the immediate Supervisor.

If not settled there, and provided the grievance involves interpretation or application of the terms of this Agreement, the Union may, within five (5) days of the immediate Supervisor's final decision, submit the matter to the Board Secretary in writing. The Union may within five (5) days of the final decision by the Board Secretary submit the matter in writing to the Board. The grievance shall be reviewed by a Committee of the Board, not to exceed three (3) in number designated by the Board President, and representatives of the Union not to exceed three (3) in number. This shall be done not later than ten (10) working days excluding weekends following the receipt of the Union's communication by the Board Secretary. The Board Committee shall communicate their decision on writing to the Union not later than five (5) working days excluding weekends following the meeting.

Section 2. In the event the grievance is not satisfactorily settled by the above procedure, within ten (10) days thereafter, then both parties agree that either party may request the New Jersey State Board of Mediation to appoint an arbitrator who shall have full power to hear and determine the dispute, and whose decision shall be final and binding.

Section 3. The time limits herein provided for may be extended by mutual agreement.

Section 4. The Arbitrator shall have no authority to change, modify, alter, substitute, add to, or subtract from the provisions of this agreement. The cost of arbitration shall be shared equally by the Board and the Union.

ARTICLE 10 - HOLIDAYS

Section 1. The Board agrees to grant all of the employees within the bargaining unit the following holidays with a full days' pay at the employee's regular straight time rate of pay except that when the holiday falls on a regularly scheduled day off, a day will be added to the employee's vacation period.

New Year's Day	Thanksgiving Day
*Lincoln's Birthday	Day after Thanksgiving
Washington's Birthday	Christmas Eve Day
Good Friday	Christmas Day
Memorial Day	Day after Christmas
Independance Day	New Year's Eve Day
Labor Day	Employee's Birthday

*If schools are open on Lincon's Birthday the additional holiday shall be added to the employee's vacation period.

Section 2. Employees who work on any of the above holidays shall be paid for such work at two (2) times the employee's regular rate, which shall include the holiday pay. And three (3) times the employee's regular rate for any time over eight (8) hours on that day.

Section 3. In the event that a paid holiday falls within the vacation period of an employee, the employee shall be entitled to an additional day of vacation.

Section 4 . In order to be eligible for holiday pay, an employee must work on the scheduled work day immediately preceding and following the holiday, unless sick or reasonable excused and in the case of sickness a doctor's note may be required.

ARTICLE 11 - VACATIONS

Section 1. The Board agrees to grant to all employees in the bargaining unit paid vacations in accordance with the following schedules:

- a. During first year of employment employees working on a 12 month contract basis shall receive a prorated vacation period as follows;
 1. For each month of service as of July 1 -- one (1) day, not to exceed ten (10) days.
- b. Two (2) weeks vacation shall be given to all employees on a twelve (12) month basis with one (1) year of service as of July 1.
- c. Three (3) weeks vacation shall be given to all employees as stated above after eight (8) years of service as of July 1.
- d. Four (4) weeks vacation shall be given to all employees as stated above after 12 years of service as of July 1.
- e. Completed years of service shall be calculated from July 1st of any year. Persons who join the Unit prior to January 1st of any year shall be considered to have completed a year of service on the following July 1st, persons who join the Unit between January 1st and June 30th of any year shall be deemed to have one year's completed service on the July 1st of the following year for purposes of this Section.

Section 2. Employees must take vacations to which they are entitled within the year following the year in which it was earned. Vacations can neither be accumulated nor sold back beyond that year.

Section 3. Employees may request that their vacation be taken at any time. In preparing the vacation schedule, the Board shall endeavor to assign vacations on the basis of seniority of the employees in the unit as defined in Article 5 contained herein. It is specifically agreed however, that the assignment of all vacations shall be determined by the Board with due regard to its efficient operation.

Section 4. During lay-off periods for reasons of lack of work, vacation benefits shall continue to accrue. Vacation benefits shall not accrue during unpaid leaves of absence.

ARTICLE 12 - LEAVESection 1. Sick Leave

- a. Twelve (12) days paid sick leave each year shall be granted to all Twelve (12) month employees in the bargaining unit and the same shall be cumulative from year to year.
- b. Employees in the bargaining unit shall be entitled to six (6) paid days of personal leave of absence each year. In accordance with Board Policy #4150.

Section 2. Jury Duty Leave - An employee who is called for Jury Duty shall be paid the difference between the daily fee allowed by the Court and eight (8) hours straight time pay for scheduled working time lost.

ARTICLE 13 - VETERAN'S RIGHTS AND BENEFITS

Section 1. The seniority rights of all employees who enlist or who are drafted pursuant to an appropriate law now in force, or to be enacted, shall be maintained during such period of military service. Each such employee shall have the right to re-instatement to his former position or to a position of equal status, at the salary rate previously received by him at the time of his induction into Military Service, together with all salary increases granted by the Board to said employees previous position during the period of such Military Service.

Section 2. Reinstatement of veterans shall be upon application therefor made within (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

Section 3. The Board agrees to allow the necessary time for any employee obligated to serve in the Reserves to perform his duties when called without impairment of his seniority rights. The Board agrees to pay the difference between the fee allowed such Reserves and eight (8) hours straight time pay for scheduled working time lost.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

Section 1. No employee shall be requested to make any agreement, or be requested to enter into any understanding inconsistent or conflicting with the terms of this agreement.

.....

Section 2. Employees shall be granted two (2) fifteen (15) minute coffee breaks per eight (8) hours shift without loss of pay. Scheduling of such breaks shall be at the discretion of the Principal.

Section 3. The Board shall provide reasonable bulletin board space for the posting of Union notices to its members. Every notice so posted shall bear the name of the person or organization responsible for it; and a removal date.

Section 4 . When an employee is required to work ten (10) hours or more, he shall be granted a second of up to one (1) hour lunch period, and shall be granted an additional of up to one (1) hour lunch period for each four (4) hours overworked above mentioned ten (10) hours.

Section 5. In the absence of emergency conditions, other full time employees not included in the bargaining unit shall not be permitted to perform the duties of employees in the aforesaid bargaining unit.

Section 6. All employees shall be provided with the following at no cost to the employee:

- a. Four (4) uniforms per year which shall be winter long sleeve or summer short sleeve at the employee's discretion.

Section 7. No clause in the Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions.

Section 8. Substitutes shall not be subject to the terms and conditions of this contract.

ARTICLE 15 - WELFARE AND PENSION BENEFITS

The Board agrees to provide and pay for pension benefits for all employees within the bargaining unit, in accordance with the provisions of New Jersey Statutes Annotated, Title 18 A, Education.

The Board further agrees to provide and cover all employees within the bargaining unit, including their dependents, with base and major medical hospital and surgical insurance with full premiums to be paid for by the Board.

ARTICLE 16 - WAGES

	BASE HOURLY RATE	
	<u>1977/78</u>	<u>1978/79</u>
Custodian	\$4.66	\$4.95
Maintenance I	4.81	5.10
Maintenance II	5.01	5.30
Vehicle Mechanic	5.61	5.90

The Board of Education shall be permitted to pay those persons initially hired on or after July 1, 1977, an hourly rate of \$4.40. After one year's employment, such "New Hiree" be advanced to the salary rate being paid all other unit employees in his particular classification.

Longevity stipend shall be computed as a percentage of the 77/78 Base Hourly Rate in the 1977/78 School Year and as a percentage of the 1978/79 Base Hourly Rate in the 1978/79 School Year:

5 years	=	1%
10 years	=	5%
15 years	=	6%

This amount shall be added to the Base Pay and be included for pension calculation.

Leadmen stipend shall be computed as follows:

Elementary	\$.25 per hour
High School	.40 per hour

Shift Premium shall be paid to employees whose shift begins at 2:30 p.m. or later at the rate of \$.10 per hour.

The garbage truck driver will be paid at the Maintenance I rate. However, it is understood that the present holder of that position receives the Maintenance I rate plus \$.25. It is understood by both parties to this agreement that the additional \$.25 is an additional remuneration applicable only to the present occupant of that position, is non-precedent setting, non-binding in the future, inapplicable to any future occupant of that position and said additional remuneration of \$.25 will terminate when the present occupant of that position leaves same. Any and all future occupants of that position will receive only the Maintenance I wages as presently or hereafter are set forth.

ARTICLE 17 - DURATION OF AGREEMENT

Section 1. This agreement shall become effective July 1, 1977 and shall continue in full force and effect until June 30, 1979.

Section 2. Leadman shall restrict lunch activities to the building. However, the lunch period shall not count toward the daily accumulation of hours.

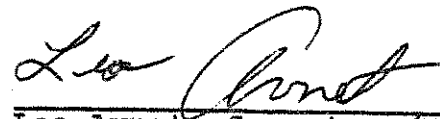
Section 3. Lead men shall at the sole discretion of the Board spend two hours per week beyond the normal workday on Supervision Services.

Section 4. The Board of Education reserves the right to discontinue the position of leadman after consultation with the bargaining agent, if it is felt that continuation of the position is not in the best interest of the School District.


Signed and sealed by and between the parties on the date first written above.



Bonnie J. Mitchell
President, Board of Education



Leo Avnet, Secretary/Treasurer
Business Representative,
International Brotherhood of
Teamsters, Chauffeurs, Warehouse-
men and Helpers of America, Local #11



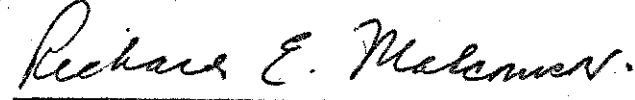
Eugene A. Konopacki
Board Secretary/School Business
Administrator



Daniel McDougall



Joseph F. Markey



Richard Malcomson



Joseph F. Kuchenbrod