



CONTRACT

between

HAZLET TOWNSHIP BOARD OF EDUCATION

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMAN

AND HELPERS OF AMERICA LOCAL #11

(CUSTODIANS, MAINTENANCE MEN AND MECHANICS)

HAZLET TOWNSHIP

MONMOUTH COUNTY

**LIBRARY
INSTITUTE OF MANAGEMENT**

JUST

MEMBERS UNIVERSITY

1989-1990

1990-1991

1991-1992

** July 1, 1989 - June 30, 1992*

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THIS AGREEMENT, made and entered into by and between the HAZLET TOWNSHIP BOARD OF EDUCATION, hereinafter referred to as the "BOARD" and LOCAL #11, affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMAN AND HELPERS OF AMERICA, a labor organization hereinafter referred to as the "Union".

WITNESSETH:

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 representative 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 sole and exclusive representative for collective negotiations concerning the terms and conditions of employment herein provided for full-time custodial, maintenance, mechanic, and warehouseperson employees now employed or to be employed by the Board.

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

Section 3 - Definitions: Wherever used herein, the term "employees" shall mean and be construed only as referring to full-time custodial, maintenance, mechanic, and warehouseperson 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 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, as well as the voluntary employee contribution to the union welfare fund. The Board, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues, service fees, and union welfare fund. 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 dues, service fees, and union welfare fund, 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 50 Essex Street, Rochelle Park, NJ 07762, 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, service fees, and union welfare fund deduction list to the Union office each month.

ARTICLE 4

EMPLOYEE RIGHTS

Section 1 - The first sixty (60) days of employment for all new employees will be considered a probationary period for purposes of this Agreement. The Board shall be permitted to extend the probationary period an additional 60 days upon written notice and explanation to the employee.

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 employees if they are dismissed during the probationary period.

Section 3 - It shall be required of every newly-hired employee that they obtain and maintain (at Board's expense) a valid Black Seal License, said License to be obtained by the employee within six months after the expiration date of the employee's probationary period.

Section 4 - New Employees - No employee who has successfully completed the probationary period shall be disciplined or discharged without just cause. Any dispute arising under this section shall be resolved through the contract grievance procedure set forth in Article 9, below.

ARTICLE 5

SENIORITY

Section 1 - Only those employees hired prior to July 1, 1989 and have been successfully evaluated, shall receive "Tenure", as defined in N.J.S.A. 18A:17-3, after continuous service of three (3) years and one (1) 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 - The normal work week shall consist of 40 hours in five (5) consecutive days and shall be paid at the regular base hourly pay rate plus longevity.

Overtime rates shall be calculated on the regular base hourly pay rate plus longevity as listed in Article 16.

Section 2 - TIME AND A HALF (1 1/2) rate shall be paid for all hours worked:

- A. In excess of 8 hours during a day of the normal work week.
- B. When called in prior to the start of a normal shift.
- C. In the first 8 hours of a normal scheduled day off.

Section 3 - DOUBLE (2) TIME RATE shall be paid for all hours worked:

- A. In excess of 8 hours of a normal scheduled day off.
- B. In the first 8 hours of the second scheduled day off.
- C. In the first 8 hours of a holiday listed in Article 10, Section 1.

Section 4 - TRIPLE (3) TIME RATE shall be paid for all hours worked:

- A. In excess of 8 hours of the second scheduled day off.
- B. In excess of 8 hours of a holiday listed in Article 10, Section 1.

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 Superintendent of Schools.

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 workshift, 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. In no event will an employee be entitled to more than one three (3) hour pay in any three hour period.

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, shall submit an application to the Office of the Superintendent within the time limits of receipt of applications.

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 the three (3) work 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 in this district, 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 within five (5) days of the time the employee either knew or should have known of the occurrence of the event which is being grieved.

If not settled there, it shall be discussed between the Shop Steward, the employee and the immediate Supervisor, and the request for this discussion must be made in writing to the immediate Supervisor within five (5) days of the initial discussion between the employee and the immediate Supervisor or designated representative.

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 Office of the Superintendent in writing. The Union may within five (5) days of the final decision by the School Superintendent submit the matter in writing to the Board. The grievance shall be reviewed by the Board. This shall be done not later than ten (10) working days excluding weekends following the receipt of the Union's communication by the School Superintendent. The Board shall communicate their decision in 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 employees within the bargaining unit the following holidays with a full day's 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 Years Day	Thanksgiving Day
*Lincoln's Birthday	Day after Thanksgiving
Washington's Birthday	Christmas Eve Day
Good Friday	Christmas Day
Memorial Day	Day after Christmas
Independence Day	New Year's Eve Day
Labor Day	Martin Luther King's Birthday
	Employee's Birthday

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

Section 2 - 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 reasonably 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 the first year of employment employees working on a twelve (12) month contract basis shall receive a prorated vacation period as follows:
 - 1. For each month of service as of July 1 - one (1) vacation day, not to exceed ten (10) vacation days.
- B. Ten (10) vacation days shall be given to all employees on a twelve (12) month basis with one (1) year of service as of July 1.
- C. Fifteen (15) vacation days shall be given to all employees as stated above after eight (8) years of service as of July 1.
- D. Twenty (20) vacation days shall be given to all employees as stated above after:
 - Ten 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 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 vacations 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

SICK LEAVE

Section 1 - Sick Leave - Eleven (11) 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.

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

Section 3 - Personal Leave - Employees in the bargaining unit shall be entitled to up to four (4) paid days of leave each year for personal business in accordance with Board Policy #4150, which, if unused, shall accumulate as sick leave days pursuant to Section 1.

Section 4 - Bereavement Leave -

A. Employees shall be entitled to bereavement leave of up to four (4) days from the date of death per occurrence for the death of any member of the immediate family, including an employee's spouse, child, father, mother, sister, brother, grandparents, mother-in-law, father-in-law, son-in-law, daughter-in-law, and other members of the immediate household.

B. Employees shall be entitled to one (1) day of bereavement leave for death of others not defined above. Employees shall provide at least 24 hours notification to the Superintendent or his designee except in cases of emergency.

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 reinstatement 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 employee's previous position during the period of such Military Service.

Section 2 - Reinstatement of veterans shall be upon application therefor made within ninety (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 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 their immediate supervisor.

Section 3 - The Board shall provide reasonable bulletin board space for the posting of the 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 continuously (exclusive of the lunch period) for ten (10) hours, he shall be granted a supper period of up to one hour, and shall be granted a \$5.00 supper allowance.

For each four (4) hours worked in excess of the first ten (10), the employee shall be granted an additional supper period of up to one (1) hour and shall be granted an additional \$5.00 supper allowance.

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.
- b. A \$50.00 clothing allowance to employees on the payroll on December 1 of the school year and will be paid no later than January 15th of the same school year providing the employee is still on the payroll at that time.
- c. Uniforms are to be worn during all working hours.

Section 7 - No clause in the Agreement shall be construed or interpreted as to imply any lowering of the 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

Section 1 - 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 18A, Education.

Section 2 - Hospital Surgical Insurance

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.

Not included in this Agreement are any additional benefits provided by the above listed plans which would result in an additional premium.

The health insurance coverage shall include a non-binding second medical opinion for elective surgery at no cost to the employee.

Section 3 - Dental Insurance Protection

As of January 1, 1982, the Board shall provide the dental insurance protection designated below. The Board shall

pay the full premium for individual or full family coverage (subject to the limitation of Paragraph 3 following) for each employee. It is also understood that the dental insurance protection plan pays only 50% of covered services and it is the responsibility of the individual employee to pay the other 50% of the cost of the services.

1. Provisions of the dental-care insurance program shall be detailed in master policies.
2. The Board shall provide to each employee a description of the dental-care insurance coverage provided under this Article which shall include a clear description of conditions and limits of coverage as listed above.
3. It is understood that the premium will be paid by the Board during the period of this contract. It is mutually understood that the premium payment of the 1991-92 school year represents the maximum payment that will be paid by the Board.

Section 4 - Temporary Disability Plan

As of July 1, 1986, the Board will permit the Union to enter into an agreement with a private carrier to provide a temporary disability plan for its members. The full cost of this disability program will be paid by the individual members of the Unit and the Board of Education will not be responsible for any payments but will be responsible only for administration of the plan. Further, the Union agrees to hold the Board of Education harmless for any dispute or litigation, penalties, etc. resulting from the administration of this provision by the Board of Education.

ARTICLE 16

WAGES

Effective July 1, 1989 through June 30, 1990

<u>Hourly Rates:</u>	<u>Guide</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>
Custodian	A	8.96	9.50	9.83	10.69	11.31
Maintenance I	B	9.29	9.61	10.26	10.91	11.60
Maintenance II	C	9.61	10.04	10.69	11.23	12.00

Effective July 1, 1990 through June 30, 1991

Custodian	A	9.68	10.26	10.62	11.55	12.21
Maintenance I	B	10.03	10.38	11.08	11.78	12.53
Maintenance II	C	10.38	10.84	11.55	12.13	12.96

Effective July 1, 1991 through June 30, 1992

Custodian	A	10.45	11.08	11.44	12.47	13.19
Maintenance I	B	10.83	11.21	11.97	12.72	13.53
Maintenance II	C	11.21	11.71	12.47	13.10	14.00

New employees shall be employed at an hourly rate of \$8.10 for 1989-90, and \$8.74 for 1990-91, and \$9.43 for 1991-92 until they have satisfied both the probationary period and they have obtained their Black Seal License. At that time, the employee shall advance to Step 1 of the Custodian Salary Guide.

Any new employee hired on or after July 1 but prior to January 1 and who has satisfied the above requirements shall be advanced to Step 2 on July 1 next; any new employee hired on or after January 1 but prior to June 30 and who has satisfied the above requirements shall remain on Step 1 through June 30 of the next school year.

Longevity stipend shall be computed as percentage of the Base Hourly Rate:

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

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

It is understood that an employee hired before January 1 in a particular school year will, for purposes of establishing longevity, be considered as having reached one (1) year as of June 30th of that same school year. An employee hired January 1 or subsequent in a particular school year will be considered as having attained one (1) year of longevity as of June 30th of the subsequent school year. The longevity rate shall be applied as of July 1 of the school year following the completion of the above-stated number of years of service.

Leadmen stipend shall be computed as follows:

Elementary	-	\$.27	per hour for the 1989/90 school year
	-	\$.29	per hour for the 1990/91 school year
	-	\$.31	per hour for the 1991/92 school year

- High School- \$.43 per hour for the 1989/90 school year
- \$.46 per hour for the 1990/91 school year
- \$.50 per hour for the 1991/92 school year

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

- \$.11 per hour for the 1989/90 school year
- \$.12 per hour for the 1990/91 school year
- \$.13 per hour for the 1991/92 school year

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, 1989 and shall continue in full force and effect until June 30, 1992.

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 - Leadman 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 August 1989,

Richard A. Martinelli
Richard Martinelli, President
Board of Education

Louis Grasso
Louis Grasso
Business Representative
International Brotherhood
of Teamsters, Chauffeurs,
Warehousemen and Helpers
of America, Local #11

Robert J. Feeney
Robert J. Feeney, President
Local #11

Paul Sparta
Paul Sparta, Board Secretary/
School Business Administrator

William Donovan
William Donovan

Walter E. Brockmorton
John J. Gilligan