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A G R E E M E N T

between

Hillside Board of Education (employees)

LOCAL 102, AN AFFILIATE OF THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS, CHAUFFEURS,
WAREHOUSEMEN AND HELPERS OF AMERICA

I.B.T., Local 102

(Constitution and Bylaws cover 7 employees)

and the

BOARD OF EDUCATION OF HILLSIDE

County of Union, New Jersey

R

July 1, 1980 thru June 30, 1982

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LIBRARY
Institute of Management and
Labor Relations

JAN 5 1982

RUTGERS UNIVERSITY

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PREAMBLE

Pursuant to Chapter 123, Public Laws of 1975, of the State of New Jersey, this agreement is hereby entered into this 29th day of October 1980, by and between the Board of Education in the Township of Hillside, New Jersey, hereinafter referred to as the 'Board' and Local No. 102, an Affiliate of the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the 'Union'.

ARTICLE I

RECOGNITION

- 1-1 Pursuant to Chapter 123, Public Laws of 1975, the Board hereby recognizes the Union as the exclusive representative for the purpose of collective negotiations concerning terms and conditions of employment for all personnel under contract by the Board as included herein:

Janitors

Assistant Janitors

Maintenance Men

but excluding among others:

Supervisor of Buildings and Grounds

Administrative Assistant for Buildings and Grounds

- 1-2 All new employees may apply for membership in the Union in accordance with the provisions of Chapter 123, Public Laws of 1975. Nothing herein shall be construed as making Union membership a condition of employment, nor shall any individual be compelled to join the Union at any time. However, in accordance with the provisions of Chapter 123, Public Laws of 1975, and as heretofore set forth in this Agreement, the Union shall be recognized as the exclusive collective bargaining representative for the members of the unit described.

- 1-3 Unless otherwise indicated, the term 'janitors' when used hereinafter in this Agreement, shall refer to all employees represented by the Union in the negotiating unit as above defined, and reference to employees shall be deemed to include both the male and the female, except when the context clearly limits the intent to one sex, and words used in the singular shall include words in the plural as the text so requires.

It is understood that all employees covered by this Agreement are subject to NJ Statutes Annotated Title 18A - Education, relating to janitorial employees.

ARTICLE II

NEGOTIATION PROCEDURES

- 2-1 The parties agree to enter into collective negotiations over a successor agreement in accordance with the provisions of N.J.A.C. 19:12-2.1. Any agreement so negotiated, shall apply to the unit defined in Article I, be reduced to writing, be ratified by the Union, be approved by the Board, and be signed by the Union and Board.
- 2-2 Representatives of both the Board and the Union agree that their members shall be given full authority to negotiate, but not to contract prior to ratification of both parties.
- 2-3 During negotiations, the Board and the Union shall present relevant data, exchange points of view and make proposals and counterproposals. The Board shall make available to the Union for inspection at reasonable times that information which is available to the public.
- 2-4 Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party.
- 2-5 Pursuant to Chapter 123, Public Laws of 1975, the Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this agreement, with any organization other than the Union for the duration of this agreement.
- 2-6 Pursuant to Chapter 123, Public Laws of 1975, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.
- 2-7 This agreement together with the appendices attached herewith incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this agreement neither party shall 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 executed this agreement.
- 2-8 This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

GRIEVANCE PROCEDURE

3-1 Definition: A 'grievance' shall mean a complaint by a janitor of the Hillside Board of Education that there has been to him a personal loss or injury because of an interpretation, application or violation of policies, agreements, and administrative decisions. A complaint will not be processed as a grievance under this procedure if it involves or applies to any matter, which according to law, is beyond the scope of the Board's authority. A complaint of a nontenure janitor which arises by reason of: (1) his not being re-employed or, (2) having his contract terminated by notice pursuant to his individual contract or otherwise or, (3) a complaint by any janitor occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required shall not be subject to arbitration under this procedure. A grievance to be considered under this procedure must be initiated, in writing, by the janitor within thirty (30) calendar days after the janitor would reasonably be expected to know of its occurrence.

3-2 Procedure

3-2.1 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant 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. Under extreme circumstance, the time limits may be extended by mutual agreement in writing.

3-2.2 It is understood that janitors 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. There will be no job actions, strikes, slow-downs or stoppages of work during negotiations, mediation, fact finding or arbitration during the term of the Agreement.

3-2.3 A janitor shall have the right to present his own grievance or to designate a representative approved by the Union to appear with him at any step in his appeal. When a majority representative has been selected, a minority organization shall not present or process grievances.

3-2.4 When a member of the negotiating unit represented by the Union presents his own grievance, the Union shall have the right to state its views, in writing, to the Board of Education prior to the Board's decision if the appeal proceeds to the Board and to appear at the Board's hearing with the grievant if such a hearing is held.

- 3-2.5 Any janitor who has a grievance shall discuss it first with his supervisor, which in the case of a janitor or assistant janitor assigned to a school is the principal of that school, and in the case of all other employees, is the Administrative Assistant for Buildings and Grounds. A dated written record of such meeting shall be made and signed by the administrator and the employee, with a copy given to each. The date set forth on such record shall be considered the initiation date of the grievance.
- 3-2.6 If, as a result of the discussion, the matter is not resolved to the satisfaction of the janitor within five (5) school days, he shall set forth his grievance in writing to the principal, if assigned to a school, otherwise to the Administrative Assistant for Buildings and Grounds specifying: (a) the nature of the grievance; (b) the nature of the injury or loss; (c) the results of previous discussions; (d) the basis for his dissatisfaction with decisions previously rendered. The Principal or Administrative Assistant for Buildings and Grounds shall communicate his decision to the Business Administrator/Secretary in writing within five (5) school days of receipt of the written grievance.
- 3-2.7 The employee, no later than five (5) school days after receipt of the decision of the Principal or Administrative Assistant for Buildings and Grounds, may appeal the decision to the Business Administrator/Secretary. The appeal to the Business Administrator/Secretary must be made in writing reciting the matter submitted to the Principal or Administrative Assistant for Buildings and Grounds as specified above and the basis for his dissatisfaction with decisions previously rendered. The Business Administrator/Secretary shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Business Administrator/Secretary shall communicate his decision, in writing, to the employee.
- 3-2.8 If the grievance is not resolved to the janitor's satisfaction, he may, no later than five (5) school days after receipt of the Business Administrator/Secretary's decision, request a review by the Board of Education. The request shall be submitted in writing through the Business Administrator/Secretary who shall attach all related papers and forward the request to the Board of Education. The Board or a committee thereof shall hold a hearing with the janitor, if so requested, within fifteen (15) days of the date of receipt by the Business Administrator/Secretary of the request for review by the Board and shall review the grievance and shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Business Administrator/Secretary for review by the Board or within twenty (20) calendar days of the hearing with the employee, whichever comes later.
- 3-2.9 If the grievant is dissatisfied with the decision of the Board of Education and the matter pertains to the provisions of this Agreement, upon request of the grievant the appropriate committee of the Union may request the appointment of a tripartite panel of arbitrators. Such request to be made known to the Superintendent no later than ten (10) school days after the decision, in writing, of the Board of Education is received. One member of said panel shall be selected by the Union

- 3-2.10 The following procedure will be used to secure the services of an arbitrator: (a) A request by either arbitrator will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question; (b) If the arbitrators are unable to determine within five (5) school days of receipt of the roster, a mutually satisfactory arbitrator from the submitted list, the American Arbitration Association may be requested by either aribtrator to designate an arbitrator.
- 3-2.11 The arbitrators shall limit themselves to evidence and arguments presented to them by the parties or their representatives and shall consider nothing else. Only the Board, the janitor and the Union shall be given copies of the arbitrators decision. This shall be accomplished within fifteen (15) days of the completion of the arbitrators hearing or hearings. Such decision shall be kept confidential and shall not be disclosed by either party or their representatives to any other person for a period of fifteen (15) days after receipt thereof. The decision of the arbitrators shall be considered by both parties to be advisory only and non-binding; except in the matters set forth in Article 3-2.12.
- 3-2.12 Binding Arbitration shall be available as it pertains to the appointment of a janitor to an open janitorial position in accordance with the procedures outlined in Article VII (Assignment, Transfers and Re-assignments) of this agreement. Requests for arbitration in such cases shall be honored only if the grievant or grievants and the Union waive the right, if any, in writing, of said grievant or grievants and the Union to submit the underlying dispute to any other administrative or judicial tribunal except for the purpose of enforcing the arbitrators award. In such cases, the decision of the arbitrators shall be considered by both parties to be binding upon the parties. Decisions of the arbitrators shall have precedent in similar cases.
- 3-3 Costs
- 3-3.1 Each party will bear the total of the costs it has incurred. The fees and expenses of the aribtrator will be shared equally by the parties. It is expected that hearings related to the process of arbitration will be conducted outside of school hours. The time lost by the janitor must be without pay or charged as a personal day.
- 3-4 Miscellaneous
- 3-4.1 If a particular grievance shall affect a group or class of janitors, the Union may join in processing of the grievance and become a party thereto. All documents, communications and records dealing with the processing of a grievance may be filed provided, however, that such documents, communications, or records will not be forwarded to any prospective employer of the grievant, nor will such documents be revealed or the grievance be alluded to in any communication between the administration and said prospective employer. A copy of such grievance(s) shall, upon request, be given to the janitor. A copy of the appropriate form for the filing of grievances is appended to this agreement as Appendix 4. Hearings pertaining to grievances shall not be held in public.

ARTICLE IV

RIGHTS OF THE PARTIES

- 4-1 Pursuant to Chapter 123, Public Laws of 1975, the Board hereby agrees that every employee of the Board, included in the unit as set forth under Article I, shall have the right freely to organize, join and support the Union and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental power under laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any janitor in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1975.
- 4-2 Unless a just cause therefore appears, no janitor shall be disciplined. Any such action by the Board, or any agent or representative thereof, shall not be made public until formal action thereon, is taken by the Board. Discharge of a nontenure janitor in accordance with his individual contract with the Board shall not be considered a disciplinary action.
- 4-3 Whenever any janitor is required to appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of the janitor in his office, position, or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Union present to advise him and represent him during such meeting or interview. Any suspension of a janitor may be with pay.
- 4-4 No janitor shall be prevented from wearing identification of membership in the Union or its affiliates.
- 4-5 The Board may not delegate powers and responsibilities which by law are imposed upon and lodged with the Board. Any contract must include and therefore be subject to the New Jersey School Laws and all other applicable laws and regulations.
- 4-6 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, as well as court decisions of the United States and New Jersey Courts.
- 4-7 The Board, subject only to the language of this agreement, reserves to itself, full jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations: (a) to direct janitors of the school district; (b) to hire, promote, transfer, assign, and retain janitors in positions within the school district and to suspend, demote, discharge, or take disciplinary action against employees; (c) to relieve janitors from duties because of lack of work, or for other legitimate reasons; (d) to maintain the efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to take whatever actions

might be necessary to carry out the mission of the school district in situations of emergency.

- 4-8 The Board agrees to furnish upon request of the Union a current roster of all personnel annually.
- 4-9 The Union and its representatives shall have the privilege to use school buildings at reasonable hours for meetings.
- 4-10 The Union shall have the reasonable use of the interschool and intra-school mail facilities and school mail boxes as it deems necessary.
- 4-11 Use of school buildings, facilities and equipment shall be subject to rules and regulations set forth by the Superintendent.
- 4-12 The Business Administrator/Secretary shall take such disciplinary action as he shall deem necessary. Such action shall be reviewed by the Superintendent and the Board who will either approve or modify the same.

ARTICLE V

HOURS OF WORK

- 5-1 The hours of work for janitors shall be as follows:
- a) From the first day of school in September through the close of school in June; Monday through Friday of each week, eight (8) hours per day, forty (40) hours per week, staggered shifts.
 - b) From the day schools are closed in June to the day preceding opening of schools in September; eight (8) hour day - five (5) days per week, forty (40) hours per week, day shift.
 - c) All janitors are subject to work an eight (8) hour shift, between the hours of 6:00 am and 12:00 midnight. Whenever assigned, janitors will be required to work overtime in excess of forty (40) hours.
 - d) For work performed in excess of eight (8) hours in any day, a janitor will receive one and one-half (1½) times his normal hourly rate provided that said janitor had worked a forty (40) hour work-week. In determining whether a janitor has met the forty (40) hour work-week requirement, the time the employee actually was on the job shall be added to the following that may have occurred during said week: (a) Holidays (eight hours per day); (b) Approved vacation time with pay; (c) Approved sick leave with pay. (The work-week shall begin at 12:01 am on Sunday and end at 12:00 midnight on Saturday.)
- 5-2 All janitors covered by this agreement must notify the Supervisor of Buildings and Grounds of the telephone number where they can be reached or called for overtime work as may be scheduled by the Superintendent, Business Administrator/Secretary or his assistants, the School Principal, Supervisor of Buildings and Grounds, or Head Janitor.
- Whenever possible, the request for an employee to work overtime will be made a minimum of forty-eight (48) hours in advance of the time it is desired that said employee report for work.

ARTICLE VI

SALARIES

- 6-1 Upon condition that, as to each year of this contract, the Superintendent of Schools recommends and the Board approves the increases hereafter referred to, janitors shall be granted increases in their salaries (which increases shall include increments as well as adjustments) as set forth in Appendix 1 attached hereto and made a part hereof. Appendices 3A and 3B set forth the agreed upon minimums, maximums and increments for the various positions, it being agreed, nevertheless, that the figures in Appendix 1 include increments.
- 6-2 Janitors assigned to a higher job category for a temporary period shall, upon completion of one (1) month of service at higher category be paid \$50.00 per month, and such prorata for any period less than one (1) full month, after completion of the initial monthly period.
- 6-3 Janitors promoted to a position with a higher salary range shall receive a salary adjustment of \$600.00 on the effective date of such promotion. For each of the following three (3) contract years he shall receive an additional salary adjustment above the amounts granted to other employees in the same job category. The salary for such employee for the fifth contract year in the higher job category shall be the maximum salary for such position as indicated on the salary guide.
- 6-4 Janitors who possessed a Boiler License prior to the effective date of this agreement shall receive a salary adjustment of \$100.00 for each contract year.
- Janitors who did not possess a Boiler License prior to the effective date of this agreement shall receive a salary adjustment of \$100.00 upon obtaining such license.
- If such license is obtained prior to June 30, 1981, such janitor shall also receive a salary adjustment of \$100.00 for the 1981-82 contract year.
- Any janitor who is hired on or after July 1, 1980, shall obtain a Boiler License within one (1) year after the date of their employment or be subject to having their increment withheld at the discretion of the Board.
- 6-5 Appendix 2, Rules and Regulations, attached hereto and made part hereof is hereby agreed to by the parties as part of this agreement.
- 6-6 Janitors will normally be paid for overtime work on the payday immediately following the pay period that such work was performed.
- 6-7 The night-shift differential, for employees whose work schedule begins not earlier than 3:00 pm, during the term of this agreement shall be \$40.00 per month.

ARTICLE VII

ASSIGNMENTS, TRANSFERS AND REASSIGNMENTS

- 7-1 The Board, through its agents, shall make all assignments, transfers and reassignments of janitors and their duties.
- 7-2 Notice of all open janitorial positions, excluding assistant janitors in the Hillside schools shall be posted in all schools. The posting notice shall set forth the qualifications for the position and the minimum salary the Board expects to pay. Individuals interested in applying for the position shall do so in the manner prescribed in the notice within fifteen (15) days after the date of the notice. No permanent appointment to a position posted shall be made until twenty (20) days after the posting notice has been issued.
- 7-3 The appointment of a janitor to an open janitorial position shall be governed by the following:
- a) Whenever the ability of two or more janitors is equal, the janitor who has seniority shall be appointed.
 - b) If it is determined that the ability of the janitors is unequal, then the janitor with greater ability shall be appointed, seniority notwithstanding.

ARTICLE VIII

DEDUCTIONS FROM SALARY

- 8-1 The Board agrees to deduct from the salary of any janitor dues for the Union. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. All moneys so deducted, together with records of any corrections shall be transmitted to the treasurer of the Union. See Appendix 5 attached hereto for the form of authorization of deductions.
- 8-2 The agency shop representation fee for non-members shall be 40% of regular union dues during the first year of this contract and 80% during the second year of this contract.

ARTICLE IX

INSURANCE

- 9-1 The Board shall provide for all full-time eligible janitors and their dependents, the full Health-Care Insurance Protection of the New Jersey Public and School Employees Health Benefits Program, consisting of Blue Cross, Blue Shield, Major Medical, and Rider "J". The Board shall pay the full premium of such coverage for each eligible full-time janitor and for all eligible dependents.
- 9-2 The Dental Plan in force during the period from September 1, 1975 to June 30, 1980 will continue in force for the period from July 1, 1980 to August 31, 1981. For the period from September 1, 1981 to June 30, 1982, a Dental Plan not less in coverage than Great-West Life Assurance Company Plan II, shall be in force.

ARTICLE X

SICK LEAVE

- 10-1 Sick leave is hereby defined to mean the absence from his post of duty, of any janitor because of personal disability due to illness or injury, or because he has been excluded from school by the school district's medical authorities, on account of a contagious disease, or of being quarantined for such a disease in his immediate household.
- 10-2 All janitors of the Hillside School District shall be allowed sick leave with full pay for a minimum of twelve (12) school days in any school year.
- 10-3 Whenever any janitor entitled to sick leave is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, the Board shall pay to such janitor the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments provided in accordance with applicable laws shall be made for absence during the waiting period and during the period the janitor received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34, Labor and Workmen's Compensation, of the Revised Statutes. Any amount of salary or wages paid or payable to the janitor shall be reduced by the amount of any Workmen's Compensation award made for temporary disability.
- 10-4 If any such janitor requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative, to be used for additional sick leave as needed in subsequent years.
- 10-5 In order that sick leave be granted for a period of more than three (3) successive working days, a physician's certificate must be filed with the Administrative Assistant for Buildings and Grounds. The certificate must be from a physician not related to the janitor. The Administrative Assistant for Buildings and Grounds may require a physician's certificate for even one (1) day's absence due to alleged illness.
- 10-6 Every janitor will be notified annually, in writing, not later than October 31st of each employment year, as to the number of sick leave days that have been accumulated as of July 1st of such year.

ARTICLE XI

TEMPORARY LEAVE OF ABSENCE

11-1 For the period of this contract, janitors shall be entitled to non-accumulative leave of absence, as follows:

- a) In all cases of death of a member of the immediate family (immediate family as herein used means: father, mother, brother, sister, husband, wife, son or daughter, grandfather, grandmother, father-in-law, mother-in-law and other members of the immediate household) of any janitor shall receive five (5) consecutive days absence with pay. Such leaves must be requested immediately following such deaths.
- b) In case of death of an uncle, aunt, brother-in-law, sister-in-law, niece or nephew, of any janitor, such janitor will be granted permission to be absent on the day of the funeral with pay.
- c) In all cases of death of other near relatives, no deduction from the salary shall be made for absence on the day of the funeral, provided such absence has been approved by the Business Administrator/Secretary prior to its occurrence.
- d) Any janitor shall be granted two (2) days annually for important personal or business reasons without the loss of pay, provided the request is made in writing (and reasons stated for absence) to the Business Administrator/Secretary and approved by him prior to the time of absence. One (1) such temporary leave day shall be granted without specifying the reason if it should be deemed to be of a personal nature by the janitor. Such requests shall not be made for the day preceding or following the days listed on Appendices (Holiday Schedules) attached hereto and made a part hereof.
- e) Where personal presence of any janitor is advisable because of the critical illness of parent, brother, sister, husband, wife, child or any other relative living in the janitor's immediate family household, absence will be allowed with pay for a total period of three (3) days annually provided a doctor's certificate is furnished to the Business Administrator/Secretary indicating the name and nature of the illness of such person.
- f) A janitor who shall have been required to attend a court of law by reason of having been served with a subpoena shall be excused from work without loss of pay for one (1) day on account of attendance at court, provided the said subpoena is filed with the Superintendent within three (3) school days from the date of absence. If the janitor is a party to the suit, full pay shall be deducted for each day's absence.

ARTICLE XII

VACATIONS

12-1 All janitors shall be entitled to vacations with pay in accordance with the following schedule:

1. Less than one (1) year employment - one (1) workday for each full month of employment.
2. Upon completion of one (1) year of service but less than ten (10) years service - twelve (12) workdays.
3. Upon completion of ten (10) years of service but less than twenty (20) years of service - eighteen (18) workdays.
4. Upon completion of twenty (20) years of service - twenty (20) workdays.

A janitor's service is determined as of the last day of the prior contract year.

12-2 All vacations must be approved by the Administrative Assistant for Buildings and Grounds and the Business Administrator/Secretary. Vacation approval will be subject to the following guidelines:

- a) Maximum of three (3) weeks vacation will be permitted during the time schools are closed for summer vacation.
- b) Elementary School
 - 1) Where more than three (3) full-time janitors are assigned - not more than two (2) janitors will be permitted a vacation during the same period of time.
 - 2) Where three (3) or less than three (3) full-time janitors are assigned - not more than one (1) janitor will be permitted a vacation during the same period of time.
- c) High School - not more than three (3) janitors will be permitted a vacation during the same period of time.
- d) Vacations will be granted on a seniority basis.
- e) All janitors entitled to ten (10) or less days shall take such vacation during the months of July and August. All janitors who are entitled to more than ten (10) days of vacation shall also take ten (10) vacation days during the months of July and August. The excess vacation beyond ten (10) days shall be taken between September 1st and June 30th of each school year, when schools are closed for students such as Christmas, Winter and Spring Recesses.
- f) No additional time off will normally be authorized in conjunction with a vacation.
- g) All vacation requests not meeting the herein criteria shall be approved or disapproved by the Business Administrator/Secretary in his sole discretion and such decision shall not be appealable or grievable to any person, judicial or quasi judicial, administrative agency or other decision making body.

12-3 Janitors who earn vacation days during a fiscal year ending June 30th must utilize such vacation days during the ensuing twelve (12) months and may not accumulate such days beyond said twelve (12) months.

ARTICLE XIII

HOLIDAYS

- 13-1 For the school year 1980-81 janitors are granted thirteen (13) paid holidays, as per Appendix 6-1 attached hereto.
- 13-2 For the school year 1981-82 janitors are granted thirteen (13) paid holidays. Final determination of the Holiday Schedule for the 1981-82 school year shall be made by the Board upon the recommendation of the Business Administrator/Secretary after he has conferred with representatives of the Union.
- 13-3 In order to receive holiday pay, a janitor must work the regular scheduled workday before the holiday and the regular scheduled workday after the holiday, unless he has been excused by his supervisor or unless the administration is satisfied that the absence was justified.

ARTICLE XIV

CLOTHING ALLOWANCE

- 14-1 For each contract year janitors having satisfactorily completed their three (3) months probationary period shall receive uniforms (one (1) shirt and one (1) pair of trousers per set) and safety shoes, as follows:
- a) High School Janitors, Elementary School Janitors, Maintenance Men, and Grounds Crew personnel shall receive six (6) sets of uniforms and two (2) pairs of safety shoes.
 - b) Assistant Janitors not assigned to the Grounds Crew shall receive four (4) sets of uniforms and one (1) pair of safety shoes.
- 14-2 Janitors assigned to the maintenance or grounds crew shall also receive one (1) winter jacket. Replacement jackets will be furnished whenever such jackets are determined unserviceable by the Administrative Assistant for Buildings and Grounds.
- 14-3 The board will make an adequate supply of safety goggles and foul weather gear available to janitors for the performance of their duties.

ARTICLE XV

JANITORS EVALUATIONS

- 15-1 There shall be two (2) evaluations of all janitors made by a supervisor, one (1) janitors evaluation to be made prior to December 1 and one (1) evaluation to be made prior to May 1 of each school year. Nothing in this article shall restrict the administration from conducting additional evaluations of a janitor, if, in the judgement of a supervisor such additional evaluations would be useful.
- 15-2 All janitors shall be given a copy of any evaluation report prior to or during any conference held to discuss it. If the janitor is dissatisfied with his evaluation conferences, he may request additional conference time, prior to the evaluation being placed in his file. No such report shall be submitted to the central office, placed in the janitor's file or otherwise acted upon without a prior conference with the janitor. The janitor shall sign all material of this nature that is placed in his file. Such signature shall indicate only that the report has been read by the janitor, and in no way indicates agreement with the contents thereof.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

- 16-1 This agreement shall be construed as though it were a Board policy for the term of said agreement, and the Board and the Union shall carry out the commitments contained herein and given them full force and effect.
- 16-2 If any provisions of this agreement or a similar provision in another agreement between other parties shall be adjudicated illegal, invalid, or unenforceable for any reason, then such provision shall, of course, no longer be binding upon the parties, but shall be considered severable from all other provisions herein which shall remain in full force and effect.
- 16-3 Any janitor contract between the Board and individual janitor during the term hereof executed, shall be subject to and consistent with, the terms and conditions of this agreement. In case any such janitor contract contains any language inconsistent with this agreement, the provisions of this agreement shall be controlling during the term thereof. However, the provisions of the Section 16-3 shall not apply to any provisions in any contract between the Board and an individual nontenure janitor providing for termination of the employment of such janitor on written notice for the period of time prescribed in such individual contract.
- 16-4 Copies of this agreement, shall be reproduced at the expense of the Board, and distributed by the Union to all janitors employed.
- 16-5 Nothing in this agreement shall operate retroactively unless expressly so stated.
- 16-6 Whenever any notice is required to be given by either of the parties to this agreement, to the other, pursuant to the provisions of this agreement, either party may do so by telegram, registered or certified mail, at the following addresses:
- a) If by the Union, to the Board of Education of Hillside, at their appropriate address, and
 - b) If by the Board, to the President of the Union at his appropriate address, as filed with the Board of Education, fifteen (15) days after his installation.

ARTICLE XVII

DURATION OF AGREEMENT

17-1 This agreement shall become effective as of July 1, 1980 and shall continue in effect until June 30, 1982. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon, in writing, by the parties to the agreement, and unless such extensions are agreed upon this contract shall expire on the date indicated herein.

In witness whereof the parties hereto have caused this agreement to be signed by their respective officers, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

LOCAL 102, AN AFFILIATE OF THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN
AND HELPERS OF AMERICA

HILLSIDE BOARD OF EDUCATION

By _____
Its Shop Steward

By _____
Its President

By _____
Its Secretary

By _____
Its Secretary

APPENDIX 1

SALARIES - REVISED 1980

It is agreed that for each contract year, 1980-81 and 1981-82, salaries shall be as follows:

I. 1980-81 School Year

- a) Janitors employed prior to January 1, 1980 shall receive a nine percent (9.0%) salary increase.
- b) Janitors employed between the period of January 1, 1980 and June 30, 1980 shall receive a nine percent (9.0%) salary increase less the payment of a salary increment of \$250.00.

II. 1981-82 School Year

- a) Janitors employed prior to January 1, 1981 shall receive an eight percent (8.0%) salary increase.
- b) Janitors employed between the period of January 1, 1981 and June 30, 1981 shall receive an eight percent (8.0%) salary increase less the payment of a salary increment of \$250.00.

APPENDIX 2

RULES AND REGULATIONS - REVISED 1980

Be it resolved that the following rules for the administration of salaries for janitors shall become EFFECTIVE ON JULY 1, 1980, and shall supersede any and all rules or resolutions previously adopted for janitors.

1. This salary guide is not to be considered a contract between the janitor and the Board of Education.
2. Increments as indicated on these salary guides may be withheld from individuals upon recommendation of the Superintendent of Schools with the approval of the Board of Education. In any case no increments shall be granted unless the janitor has been employed for more than six (6) months of the previous contract year.
3. Experience gained in any school system or in fields of work that are closely related to the prospective assignment in the Hillside Public Schools shall be evaluated by the Superintendent of Schools with the approval of the Board of Education.
4. To qualify for regular increments, janitors must perform their duties satisfactorily as evidenced by the approval and recommendations of the Superintendent of Schools.

APPENDIX 3-A

REVISED SALARY GUIDE 1980-81

<u>CLASSIFICATION</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>ANNUAL INCREMENT</u>
High School Janitor and Maintenance Man	\$10,700.	\$13,520.	\$250.
Elementary School Janitor	10,250.	13,370.	250.
Assistant Janitor	9,400.	12,660.	250.

APPENDIX 3-B

REVISED SALARY GUIDE 1981-82

<u>CLASSIFICATION</u>	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>ANNUAL INCREMENT</u>
High School Janitor and Maintenance Man	\$11,200.	\$14,595.	\$250.
Elementary School Janitor	10,750.	14,445.	250.
Assistant Janitor	9,900.	13,675.	250.

APPENDIX 4

FORM FOR FILING A GRIEVANCE

Grievance # _____ School District _____
GRIEVANCE REPORT
Submit to Principal or Immediate Superior
In Duplicate

Distribution of form
1. Superintendent
2. Principal
3. Union
4. Janitor

BUILDING	ASSIGNMENT	NAME OF GRIEVANT	DATE FILED

STEP I

A. Date Cause of Grievance Occurred _____
(Include article and section of the Agreement alleged to be violated.)

B. 1. Statement of Grievance _____

2. Relief Sought _____

(if additional space is needed in reporting
Sections B 1 & 2, attach an additional sheet)

C. Disposition by Principal or
Immediate Superior

Signature Date

Signature of Principal or
Immediate Superior Date

D. Position of Grievant and/or Union

Signature Date

STEP II

A. Date Received by Business Administrator/Secretary or Designee _____

B. Disposition of Business Administrator/Secretary or Designee _____

Signature Date

C. Position of Grievant and/or Union _____

Signature Date

APPENDIX 5

SALARY DEDUCTIONS

PAYROLL DEDUCTION AUTHORIZATION

Name _____ Date _____
Address _____
Number Street Social Security Number
City State Zip Code

To: Payroll Supervisor of the Hillside
School System

I hereby authorize you to deduct \$ _____ from my pay each month until further notice from me, and transmit same to

Teamsters Union Local 102
PO Box 3098
East Orange, New Jersey 07019

To become effective _____
Date

Signature - Employee

APPENDIX 6

HOLIDAY SCHEDULE

1980-81 SCHOOL YEAR

1. July 4, 1980	Independence Day	Friday
2. September 1, 1980	Labor Day	Monday
3. November 27, 1980	Thanksgiving Day	Thursday
4. November 28, 1980	Thanksgiving Recess	Friday
December 24, 1980 *($\frac{1}{2}$ day - pm)	Christmas Eve	Wednesday
5. December 25, 1980	Christmas Day	Thursday
6. December 26, 1980	Christmas Recess	Friday
7. December 31, 1980 *($\frac{1}{2}$ day - pm)	New Year's Eve	Wednesday
8. January 1, 1981	New Year's Day	Thursday
9. January 2, 1981	New Year's Recess	Friday
10. January 15, 1981	Martin L. King's Birthday	Thursday
11. February 16, 1981	George Washington's Birthday	Monday
12. April 17, 1981	Good Friday	Friday
13. May 25, 1981	Memorial Day	Monday

* $\frac{1}{2}$ day + $\frac{1}{2}$ day = 1 full day

1981-82 SCHOOL YEAR

Final determination of the Holiday Schedule for the 1980-81 school year shall be made by the Board upon the recommendation of the Business Administrator/Secretary after he has conferred with the Union. It is agreed that janitors shall receive thirteen (13) paid holidays during the 1981-82 school year.

JANITORIAL & MAINTENANCE EMPLOYEES

Holiday Schedule

1981-82 School Year

1. Friday	July	3, 1981	Independence Day
2. Monday	September	7	Labor Day
3. Thursday	November	26	Thanksgiving Day
4. Friday	November	27	Thanksgiving Recess
5. Thursday	December	24	Christmas Eve
6. Friday	December	25	Christmas Day
7. Thursday	December	31	New Year's Eve
8. Friday	January	1, 1982	New Year's Day
9. Friday	January	15	M.L. King, Jr. Birthday
10. Monday	February	15	George Washington's Birthday
11. Friday	April	9	Good Friday
12. Monday	April	12	Spring Recess
13. Monday	May	31	Memorial Day

Adopted: June 15, 1981