

- 4-3030

AGREEMENT BETWEEN  
ELIZABETH BOARD OF EDUCATION  
AND  
LOCAL 184 ELIZABETH PUBLIC SCHOOL SERVICE EMPLOYEES  
INTERNATIONAL UNION A. F. L. -C. I. O.

MAY 1970  
NON-CIRCULATE

PREAMBLE

This agreement entered into this 9th day of April 1970 between the Board of Education of the City of Elizabeth, New Jersey, and Local 184 Elizabeth Public School Service Employees International Union, affiliated with the A. F. L. -C. I. O., hereinafter referred to as the Union.

ARTICLE I--RECOGNITION

A. Pursuant to the provisions of Chapter 303 of Laws of 1967, N. J. S. A. 52:14-15, 9e, the Elizabeth Board of Education recognizes Local 184 Elizabeth Public School Service Employees International Union as the majority representative and as exclusive and sole representative for collective negotiations concerning terms and conditions of employment for the following classifications:

- |                    |                          |
|--------------------|--------------------------|
| Head Janitors      | General Repairmen        |
| Firemen            | Truck Drivers            |
| Groundskeepers     | Laborers                 |
| Assistant Janitors | Bus Drivers - Utilitymen |
| Matrons            | Shade Repairmen          |
| Engineers          |                          |

ARTICLE II--GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" shall mean a complaint by any employee or group of employees that there has been to him or them, or to the Union, an inequitable, improper or unjust application, interpretation or violation of Board policy, this Agreement, or an administrative decision, except

that the term "grievance" shall not apply to:

(a) Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or

(b) A complaint of a nontenure employee which arises by reason of his not being re-employed.

2. A grievance to be considered under this procedure must be initiated by the grievant (the employee or the Union) within thirty (30) calendar days from the time when the grievant knew or should have known of its occurrence.

#### B. Procedure

1. (a) 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 waiver of further appeal of the decision.

(b) It is understood that an employee grievant 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 duly determined.

Step 1. Any employee grievant who has a grievance shall discuss it first with his immediate superior or department head if applicable (Head Janitor or Supervisor of Janitors) in an attempt to resolve the matter informally at that level.

Step 2. The employee grievant may appeal the decision obtained in Step 1 up to five (5) days after its receipt to the Director of Plant, Property and Equipment. The appeal shall be in writing and must

specify:

- a. The nature of the grievance
- b. The results of previous discussions
- c. Reasons for dissatisfaction with previous decision

The director shall attempt to resolve the matter within ten (10) days from the receipt of the appeal. He shall communicate his decision in writing to the employee grievant and to the Union and to the immediate superior.

Step 3. If the grievance is not resolved to the grievant's satisfaction, he may request a review by the Secretary-School Business Administrator within five (5) days of the receipt of the decision in Step 2.

The appeal will be in writing and shall include all of the data submitted in Step 2 and additional statement indicating the reason for the appeal to the Secretary-School Business Administrator.

Within ten (10) days the Secretary-School Business Administrator shall submit his decision to all interested parties.

Step 4. If the grievance is not resolved to the grievant's satisfaction, he no later than five (5) school days after receipt of the Secretary-School Business Administrator's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Secretary-School Business Administrator who shall attach all related papers and forward the request to the Board of Education. The Board or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee grievant and render a decision in writing and forward copies thereof to the grievant and to the Union within thirty (30) calendar days of receipt of the appeal

or if a hearing is granted, within thirty (30) calendar days of the date of the hearing. The referred to hearing, if granted, shall be held within a reasonably expeditious time after receipt of the appeal notice. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and he wishes review by a third party, he shall so notify the Union within ten (10) school days of receipt of the Board's decision. If the Union determines that the matter should be reviewed further, it shall so advise the Board through the Secretary-School Business Administrator within twenty (20) school days of receipt of the Board's decision.

The following procedure will be used to secure the services of an arbitrator:

(1) A joint request by the Union and the Board 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.

(2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

(3) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the

Board of Education. The recommendations of the arbitrator shall be advisory.

**Rights of Employee to Representation:**

(1) Any aggrieved employee in the unit may be represented at all stages of the grievance procedure by himself, or, at his option, by the Union or by a representative selected or approved by the Union.

(2) When an employee is not represented by the Union in the processing of a grievance, the Union shall at the time of submission of the grievance to the Secretary-School Business Administrator or at any later level, be notified by the Secretary-School Business Administrator that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.

(3) The Board and the Union shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievances.

**ARTICLE III--SALARIES**

**Janitorial Employees**

The Janitorial employees shall be divided into four groups as follows:

**Head Janitors -** To consist of all head janitors permanently employed on an annual salary basis and who are the head of the janitorial staff provided for such building.

**Assistant Janitors -** Shall consist of all assistant janitors permanently employed on an annual salary basis for full period of time.

**Matrons -** Shall consist of salaried women permanently employed who are

assigned to janitorial service other than heavy work which is now assigned to head janitors and assistant janitors.

Engineers - Shall consist of gold or red seal engineers in charge of power and high pressure plants.

	<u>Minimum Salary</u>	<u>Maximum Salary</u>	<u>Annual Increment</u>
Head Janitors - Jr. & Sr. High Schools	\$6,100	\$8,600	\$300
Firemen and Groundskeeper	6,100	8,400	300
Head Janitors - Elementary Schools	5,900	8,100	300
Assistant Janitors - <u>with</u> black seal fireman's license-all schools (required in elem. schools)	5,500	7,500	300
Assistant Janitors - <u>without</u> black seal fireman's license-junior and senior high schools only- employed after 1/1/63	5,200	7,000	300
Matrons	4,350	6,150	250
Red Seal Engineers	**	9,300	300
Gold Seal Engineers	**	9,700	300

\*\*Salaries for these positions shall be set at time of employment by Secretary-School Business Administrator, with the approval of the Board of Education.

(1970-71 - increment plus \$200 across-the-board increase for men and \$150 for matrons)

Assistant janitors when promoted to the position of head janitor shall receive an increase of \$300.00.

An assistant janitor serving as head janitor or a fireman during the absence of a head janitor or fireman due to illness or personal business shall

be allowed an additional sum of \$4.50 per day, which sum shall not be allowed if the absence occurs after mid-day.

All employees shall be paid one and one-half times the regular hourly salary rate for all work performed over and above the regular eight hour day.

The hourly rate for persons temporarily employed as assistant janitors or substitutes shall be fixed at the rate of \$2.25 per hour, and the hourly rate for matrons temporarily employed or substitutes shall be fixed at the rate of \$1.75 per hour.

**Maintenance Employees**

The maintenance employees shall be divided into three groups as follows:

General Repairmen and Truck Drivers - Shall be men making general repairs and truck drivers employed on a 12 month basis.

Laborers - Shall consist of laborers performing laboring work and acting as helpers, employed on a 12 month basis.

Bus Drivers-Utilitymen - School bus drivers employed on a 12 month basis.

	<u>Minimum Salary</u>	<u>Maximum Salary</u>	<u>Annual Increment</u>
General Repairmen and Truck Drivers	\$6,100	\$8,300	\$300
Laborers	5,500	7,500	300
Bus Drivers-Utilitymen	**	7,900	300

\*\*Salary for this position shall be set at the time of employment by the Secretary-School Business Administrator, with the approval of the Board of Education.

Truck helpers when acting as driver, in the absence of the driver, due

to illness or personal business, shall be allowed an additional sum of \$4.50 per day, which sum shall not be allowed if the absence occurs after mid-day.

General repairmen, laborers and assistant janitors acting as firemen or bus drivers, in the absence of a fireman or bus driver, due to illness or personal business, shall be allowed an additional sum of \$4.50 per day, which sum shall not be allowed if absence occurs after mid-day.

General repairmen, truck drivers, laborers and bus drivers-utilitymen shall be paid one and one-half times the regular hourly salary rate for all work performed over and above the regular eight hour day.

The hourly rate for men, temporarily employed or substitutes, shall be fixed at the rate of \$2.25 per hour.

Employees will not be expected to work on the following days:  
Labor Day, Columbus Day, Election Day, Veterans' Day, Thanksgiving, Christmas, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Good Friday, Memorial Day, and Fourth of July.

#### Insurance Protection

The Board shall continue to provide and pay for the individual employee's share of health insurance protection through the Blue Cross-Blue Shield Hospital Plan, Rider J. and a major-medical program, under N. J. Health Benefits Plan.

#### ARTICLE IV--SICK LEAVE

As of September 1, 1969 all employees in the appropriate unit covered by this agreement shall be entitled to sick leave days to the extent and in the manner following:

A. Absence which may be allowed without loss of salary.

1. Ten days allowed per year during the first three years of employment.



2. Fifteen days allowed per year during the fourth and subsequent years of employment.

3. Ten days unused sick leave time per year may be accumulated. Full salary shall be paid such accumulated days in case of absence due to prolonged illness or disability, when properly certified by the attending physician or physicians. Physical examinations of the employee may be required at any times during the illness or disability, or to determine the fitness and date for return to duty, by the Chief Medical Inspector and/or a staff physician of the Board of Education at the request of the Secretary-School Business Administrator. Payment of salary under the provisions of this clause shall be upon the recommendation of the Secretary-School Business Administrator and approval by the Board of Education.

B. Absence Procedure:

1. All absentees shall sign statements giving the causes and dates of absences. The signed statement shall be sent to the Secretary-School Business Administrator's office with the proper payroll report.

2. Employees who have been out ill for three or more consecutive days or who have been out ill the day before or the day after a school holiday are required to present a physician's certificate as to the nature of the illness and that they are physically able to return to their duties.

C. No employee will be paid at the beginning of any school year until that employee has reported for duty, except any person steadily employed or under tenure in the previous school year by the Elizabeth Board of Education.

Emergency Leaves of Absence

A. Non-cumulative Emergency Leaves of Absence.

Non-cumulative emergency leaves of absence shall be allowed for a maximum of not more than five days in any one year with pay in the event of an emergency; an emergency is understood to be:

- a. Death in immediate family--not more than 5 school days.
- b. Death of near relative or close associate--1 day.
- c. Quarantine ordered by the Board of Health.
- d. Serious illness of a member of an employee's family which requires personal attention of the employee--not more than 2 school days per year.
- e. Personal business days (not to exceed 2 days) may be permitted per year. Employees planning to be absent under this clause shall notify their immediate supervisor who will forward the information on up from there a reasonable time in advance; payment for absence classified as "personal business" shall be subject to review and approved by the Secretary-School Business Administrator. "Personal business" absences will not be allowed for either the last day prior to or the first day after a school holiday or holiday period.
- f. Subject to the provisions of Article IV--Sick Leave, an employee who is in his fourth or subsequent year of employment in Elizabeth will, in the event of exhaustion of the sick leave protection of Article IV, be allowed a supplemental sick leave protection of not more than 5 days with pay, said supplemental sick leave protection days to be chargeable as part of the 5 emergency leave days provided for herein above and are not in addition thereto.

#### ARTICLE V--VACATIONS

One day vacation for each month worked during the fiscal year prior to

July 1st, not to exceed 7 days.

After first complete fiscal year	-	10 days
After five years	-	12 days
After ten years	-	15 days
After fifteen years	-	20 days

#### ARTICLE VI--RETIREMENT

A. All employees who are members of the Teachers' Pension and Annuity Fund shall be retired by the Board from school service to take effect no later than the last day of the month in which they reach the age of seventy years.

B. All employees who are members of the Public Employees' Retirement System shall be retired by the Board from school service to take effect no later than the last day of the month in which they reach the age of seventy years.

#### ARTICLE VII

When a position is vacant notice will be posted on the bulletin in each school and application will be accepted for ten (10) days following the posting.

#### ARTICLE VIII--UNIFORMS

Two (2) uniforms per week shall be supplied to each employee.

#### ARTICLE IX

It is understood and agreed between the respective parties hereto, that this contract with all its terms, conditions, provisions and covenants, shall be binding upon both parties, their successors and assigns.

#### ARTICLE X

If any provision of this agreement shall be held or declared to be

illegal or of no legal effect, said provision shall be deemed null and void without affecting the obligations of the balance of this contract.

ARTICLE XI

This agreement shall remain in full force and effect from the date hereof until June 30, 1971. If at the termination of this agreement, neither party hereto indicates otherwise in writing by notice to the other party at least thirty (30) days prior to the termination date hereof, then and in such event, this Agreement shall remain in full force and effect for another year from the date thereof.

LOCAL 184 ELIZABETH PUBLIC  
SCHOOL SERVICE EMPLOYEES  
INTERNATIONAL UNION A. F. L. - C. I. O.

By: Joseph S. Keino  
President

ATTEST: Alex Mariano  
Secretary

ELIZABETH BOARD OF  
EDUCATION

By: A. B. ...  
President

ATTEST: [Signature]  
Secretary - School  
Business Administrator

Alfonso Palumbo - Representative S.E.S.U.  
Pasquale Magza Jr President