

Nelson
C O N T R A C T

Between: -

Board of Education of the City of Bayonne,
New Jersey,

Employer,

- and -

Local 2251, American Federation of State,
County, and Municipal Employees, AFL-CIO,

Nelson
Union.

Execution Date of Contract: - - June 29th, 1976.

Duration: - July 1st, 1975 through June 30th, 1977.

JUN 29 1976

RESOLUTION

BY THE COMMITTEE OF THE WHOLE:

BE IT RESOLVED, that the President and Secretary of this Board of Education are hereby authorized and directed to execute in the name of and on behalf of the Board the Contract between the Board of Education of the City of Bayonne and Local 2251 American Federation of State, County, and Municipal Employees, AFL-CIO, a copy of which Contract is annexed hereto and made a part hereof. The contract has been approved by and executed by the President of Local 2251 American Federation of State, County & Municipal Employees AFL-CIO, with effective dates 7/1/75 - 7/1/77.

Trustee K.C. Chmielewski moved that the resolution be adopted.

Seconded by Trustee William J. ...

Ayes 7

Nayes 2

DATED: JUNE 29, 1976.

SIGNED: Joseph V. Doria, Jr., Board President

WITNESSED: John J. Pagano, Board Attorney

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P R E A M B L E

This Agreement entered into this _____ day of April, 1976,
by and between the BOARD OF EDUCATION OF THE CITY OF BAYONNE, NEW JERSEY,
hereinafter referred to as the "Employer", and LOCAL 2251, AMERICAN FEDERATION
OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as
the "Union", has as its purpose the promotion of harmonious relations between
the Employer and the Union; the establishment of an equitable and peaceful pro-
cedure for the resolution of differences; and the establishment of rates of pay,
hours of work, and other conditions of employment.

ARTICLE I.

RECOGNITION AGREEMENT.

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

ARTICLE II.

UNION SECURITY.

- 2.1 The Employer agrees to deduct the Union dues once each month from the pay of those Employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Treasurer by the 15th day of the succeeding month after such deductions are made. This authorization shall be irrevocable during the term of this agreement, or as may otherwise be provided in applicable statutes.
- 2.2 The Employer agrees to submit to the Union, by the 15th day of each month, a list of new custodial employees hired, excluding per diem custodial employees, and their home addresses.
- 2.3 The Employer agrees to permit Officers of the Local Union to enter the premises of the Employer for individual discussion of working conditions

and grievances with employees, provided such Officers do not unduly interfere with the performance of duties assigned to the employees and after gaining permission of the Building Principal involved.

- 2.4 The Employer will give time off, with no loss of pay, for members of the Local Union Contract Negotiating Team, not to exceed two (2) in number, to participate in contract negotiations during their regular working hours; such contract negotiations, however, to be conducted with Board Negotiators only and at the discretion of the Board.

ARTICLE III.

WORK SCHEDULES.

- 3.1 The regular starting time of work shifts of Assistant Engineers will not be changed without reasonable notice to the affected employees - reasonable notice shall mean at least two (2) days prior notice to the affected employee; except in cases of emergency, to be determined by the Superintendent of Schools, or his designee.
- 3.2 The work week shall consist of five (5) consecutive days, forty (40) hours per week, eight (8) hours per day, Monday through Friday inclusive; except for employees in continuous operations, who will work forty (40) hours per week, eight (8) hours per day, in accordance with Section 3.3 of this Article.
- 3.3 Where the nature of the work involved requires continuous operations on a twenty-four (24) hours per day, seven (7) days per week basis, employees

OK

so assigned will have their schedules arranged in a manner which will assure, on a rotation basis, that all employees will have an equal share of Saturdays and Sundays off.

3.4 Hourly Schedules:

- Assistant Engineers 7:30 a.m. to 4:30 p.m., or hours to be determined at the discretion of Principal.
- Janitors & Janitresses 7:30 A.M. - 4:30 P.M., or hours to be determined at the discretion of the Principal. OK
- Engineers 5:30 A.M. - 1:30 P.M. - November 30 - April 1;
7:30 A.M. - 4:30 P.M. - April 1 - November 30
- Shop Personnel 8:00 A.M. - 4:30 P.M.

These hours are inclusive of one (1) hour lunch for janitors and janitresses and one-half (½) hour lunch for shop personnel.

3.5 The Board reserves the right to modify the starting and ending times of the work day set forth herein, based on operational needs of the District and upon reasonable notice to the employees involved. Custodial Employees set forth above, working a shift other than the day shift, will be paid a differential of \$1.60 per shift for each such shift worked, effective on the 1st day of the month next succeeding the approval of this Contract by the Board.

3.6 High School and Vocational Head Custodians will be paid an additional Three Hundred (\$300.00) Dollars per annum, for the year 1976-77, effective July 1st, 1976, raising their total supervisory differential to \$900.00 per annum, for the supervisory function they perform.

3.7 In addition to the hours listed above, Engineers or Assistant Engineers will be required to work the following overtime schedule on Saturdays, Sundays, and Holidays.

October 1st to November 30th	-	1 hour;
December 1st to April 15th	-	3 hours;
April 16th to April 30th	-	1 hour.

(specifically excluding employees on continuous operations.)

ARTICLE IV

OVERTIME.

4.1 Time and one-half (1½) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:

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

4.2 Employees working on continuous operation shifts shall receive time and one-half (1½) their regular hourly rate of pay for all work performed on their sixth (6th) consecutive day.

4.3 Time and one-half (1½) the employee's regular hourly rate of pay shall be paid under any of the following conditions:

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

ARTICLE V

CALL-IN TIME.

5.1 Any employee who is requested and returns to work during periods other

than his regularly scheduled shift shall be paid time and one-half (1½) times their regular hourly rate of pay for such work, and shall be guaranteed a minimum of three (3) hours.

ARTICLE VI

INSURANCE.

6.1 The Blue-Cross, Blue Shield Group Insurance Program presently in effect, including Rider-J and Major Medical Coverage, shall remain in effect for the life of this Agreement, at no cost to the employee. In addition, the Employer agrees to pay seventy-five (75%) per cent of the cost of full family coverage from July 1st, 1975 until the 1st of the Month next succeeding the approval of this Contract by the Board. On the 1st of the Month next succeeding the approval of this Contract by the Board, the Employer agrees to pay one hundred (100%) per cent of the cost of full family coverage. Per Diem Employees are specifically excluded from inclusion in this insurance coverage.

ARTICLE VII.

LEAVES OF ABSENCE.

7.1 Leaves of absence, with pay, shall be provided as follows, except for per diem custodial employees:

- (a) - Bereavement pay not to exceed seven (7) consecutive days, with pay, in the event of death in the immediate family. Immediate family shall be considered spouse, parents and children. Three (3) days leave, with pay, in the event of death of brother or sister. Two (2) days leave, with pay, in the event of death of other

relatives.

- 7.2 Employees will be granted leaves of absence, without pay, to attend any Union Conventions and Conferences, not exceeding two (2) days per year; Union Officers shall be granted leaves of absence, with pay, to attend any Union Conventions and Conferences, not to exceed two (2) days per year, with prior written consent of the Superintendent of Schools.
- 7.3 Requests for leaves of absence, without pay, for employees appointed to full-time positions with the Union, must be presented to each Board of Education during the term of such office.
- 7.4 Employees appointed to other than full-time public office positions which do not pay salaries as such, will be granted time off from work as necessary in order to fulfill the obligations of their public office, without loss in pay, with prior approval of the Board of Education.
- 7.5 Employees, excluding per diem employees, shall be granted two (2) days personal leave with pay each year, with prior approval of the Superintendent of Schools, or his designee. Personal Business Leave Days will not be granted either immediately prior to, or immediately following a Holiday, nor will personal business leave days be granted on Fridays or Mondays, nor will they be granted for two (2) successive days, unless the Superintendent approves such days due to extreme hardship.

ARTICLE VIII

SENIORITY

- 8.1 Seniority is defined as an employee's total length of service with the

Employer, beginning with his original date of appointment; or in the case of custodial employees under Contract to the Board, then from the date of the original Contract Appointment.

- 8.2 An employee having broken service with the Employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the Employer. Employees hired after the effective date of this Agreement and hired on the same date as other employees will have seniority determined at discretion of the Employer.
- 8.3 In all cases of promotions, demotions, layoffs, recall, shift assignment, vacation schedules, and other situations where substantial employee advantages or disadvantages are concerned, employees with the greatest amount of seniority shall be given preference, provided such employee has the ability to perform the work involved after a reasonable trial period. A reasonable trial period shall be determined by the supervisor. The Employer will be the sole judge of the employee's ability to perform the work involved. The reasonableness of the trial period shall not be subject to grievance; however, the remainder of this Article remains subject to grievance.

ARTICLE IX.

PROMOTIONS AND FILLING OF VACANCIES.

- 9.1 The term promotion means the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position, except in the case of temporary assignment(s).

- 9.2 Whenever an opportunity for a promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as a result of the development or establishment of a new job classification, a notice of such opening shall be posted, stating the job classification, rate of pay, and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than ten (10) work days.
- 9.3 During this period, employees who wish to apply for the open position may do so. The application shall be in writing and it shall be submitted to the Superintendent of Schools.
- 9.4 The Employer shall fill such job openings or vacancies from among those candidates who have applied and who meet the standards of the job requirements, except that if there is more than one (1) candidate who is qualified for the job, then such position shall be filled by selecting from among those qualified, the candidate with the greatest seniority. In the event that none of the candidates is considered qualified, the candidate may be selected from applicants not employed by the Board.
- 9.5 Any employee selected in accordance with the procedure set forth above shall undergo a trial period of thirty (30) days, but not to exceed ninety (90) days. If it is found that such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, then such employee shall be re-stored to his former position and another person selected from among those who applied.
- 9.6 Any employee seeking a new job position or a transfer shall notify the Superintendent's Office in writing within the three (3) days after the posting of a job opening.

ARTICLE X.

GRIEVANCE AND ARBITRATION PROCEDURE.

10.1 Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

STEP 1. - Any employee who has a grievance may, within ten (10) school days of the alleged occurrence of the condition giving rise thereto, discuss the grievance with the Principal of his/her Building. The employee shall be accompanied by a Union Representative. The Principal shall answer the Grievance, in writing, within three (3) school days.

STEP 2. - In the event that the grievance has not been resolved, or has not been answered, the grievance shall be reduced to writing, and presented to the Superintendent of Schools, within five (5) school days thereafter. A Meeting will be held within five (5) school days after the submission of the written grievance to the Superintendent of Schools, with the Superintendent, or his designee; the grievant will be presented at this meeting by a Union Representative. The Superintendent will render a decision, in writing, within five (5) school days following the Meeting.

STEP 3. - In the event that the grievance has not been resolved by Step 2 above, the grievant and/or the Union shall have five (5) school days thereafter to submit the grievance to the Trustees of the Board of Education in writing. A written answer to such grievance shall be served upon the individual and the Union within seven (7) calendar days of its submission.

STEP 4. - In the event that the grievance has not been resolved to the satisfaction of the employee or the Union, the Union shall have the right to submit the grievance to an Arbitrator who shall be appointed in accordance with the procedure of the Public Employment Relations Commission. The grievant shall have Union Representation at this Arbitration Hearing. The decision of the Arbitrator shall be final and binding on the parties. Expenses for the Arbitrator's services shall be shared equally by the Employer and the Union.

10.2 The Union President, or his authorized Representative, may report an impending grievance to the Superintendent of Schools, in an effort to forestall its occurrence.

10.3 It is agreed that employees shall, during and notwithstanding the pendency of the grievance, continue to observe all assignments until such grievance and any effect thereof shall have been fully determined; the employee must also continue to observe all applicable rules and regulations of the Board until such grievance has been fully determined.

10.4 Any employee shall have the right to present his grievance, via the above procedure, with assured freedom from restraint, interference, coercion, discrimination, or reprisal.

10.5 If a grievance affects a group of employees, the Union may process the grievance through all Steps of the grievance procedure beginning with Step 2.

ARTICLE XI.

EXERCISE OF RIGHTS.

- 11.1 The only procedure for taking disciplinary action or measures against any employee covered by this Agreement shall be as set forth in the following sections.
- 11.2 Disciplinary action or measures shall include only Oral Reprimand, Written Reprimand, Suspension and Discharge, as well as reduction or forfeiture of wages or salary.
- 11.3 Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. Where the Superintendent of Schools seeks the imposition of suspension without pay, or dismissal from service, notice of such discipline shall be made in writing and served upon the employee. Discipline shall only be imposed for just cause. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The writing served on the employee shall contain a detailed description of the alleged acts and conduct including reference to dates, times and places. The employee shall be provided with two copies of the writing, the Union Representative at the appropriate level shall be notified in writing, within forty-eight (48) hours of the name of any employee served with a notice of discipline. Disciplinary action can be contested by the Union through the grievance procedure beginning with Step 2.

ARTICLE XII.

TEMPORARY ASSIGNMENTS.

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

ARTICLE XIII.

VACATIONS.

- 13.1 Vacations will be granted during the months of July and August, except for employees under first contract with the Board of Education, at the time requested by the employee during those months. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation periods. However, the Board reserves the right to grant vacations at times other than the months of July and August, when necessary. Members of the Employee Group must submit, in writing, their vacation schedules no later than six (6) months prior to the vacation period.
- 13.2 If a holiday (as set forth under "Holidays" in this Agreement) occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional day.
- 13.3 The Employer will not recall an employee to work during his vacation period.

13.4 Any contract or tenure employee laid off, retired, or separated from service of the Employer, prior to taking his vacation, shall receive financial compensation for unused vacation he has accumulated up to the time of separation, except for first year contract employees, whose contracts are not being renewed, and employees discharged for just cause.

13.5 In the case of the death of such employees, such payment shall be made to the estate of such employee.

13.6 All employees, except per diem employees, hired after July 1st, 1969, shall be granted vacations with pay as follows:

After 1 year up to 5 years	-	2 weeks;
After 5 years up to 10 years	-	3 weeks;
After 10 years	-	4 weeks.

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

13.7 All contract or tenure employee vacation periods shall be determined by the employee's anniversary date.

ARTICLE XIV

SAFETY AND HEALTH.

14.1 The Employer shall, at all times, maintain safe and healthful working conditions, and shall provide all tools or devices needed in the performance of the employee's duties.

14.2 The Board agrees to provide each employee covered by this Agreement with three (3) sets of uniforms each year under Rules and Regulations established by the Board.

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

ARTICLE XV

SICK LEAVE

15.1 Leaves of absence necessitated by illness or accident for appointed (tenure) and contract employees, (specifically excluding herefrom and from the provisions of this Section Per Diem Employees), shall be provided as follows:

(a) - Ten (10) days per year sick leave. Unused sick leave shall be accumulative from year to year.

(b) - Leaves of absence necessitated by accident, or illness related to his/her work, shall be continued for the duration of the period when said employee is unable to work at no loss in pay therefor, not exceeding one (1) year.

(c) - Extended leaves of absence necessitated by illness or accident not related to an employee's work, shall be granted only to tenured employees, which tenured employees shall have the same disability pay rights as granted to the tenured teachers, following the language as expressed in its collective agreement with the Bayonne Federation of Teachers.

ARTICLE XVI

TIME CLOCKS.

- 16.1 The Employer shall implement a new procedure for "sign in" and "sign out" (eliminating the time clocks) for custodial and repair department personnel. Each employee will sign in and sign out in his own signature and note the time of such signing in the log book, which will be retained in the principal's office of each elementary school and high school. If the Board finds continued violations of this procedure it reserves the right to alter the method of sign in - - sign out, after discussion with the Union. This shall include the right to reuse of time clocks.

ARTICLE XVII

MANAGEMENT'S RIGHTS.

- 17.1 The Board hereby retains the right to manage and control its facilities and, in addition, retains the right to hire, discipline, or discharge employees for just cause.
- 17.2 All rights not expressly granted to the Union in this Agreement are hereby reserved by the Employer.
- 17.3 Nothing herein shall alter or deprive any employee rights guaranteed to him by Federal or State Law and all rights enumerated herein.
- 17.4 None of the rights reserved to the Employer shall be exercised in a discriminatory, arbitrary or capricious manner.

ARTICLE XVIII

FUTURE NEGOTIATIONS.

18.1 Negotiations on a new contract shall commence no later than the date prescribed by the appropriate P.E.R.C. Rules and Regulations.

ARTICLE XIX

SALARIES.

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

- (a) - No increases and no increments in wages to be granted for the period of July 1, 1975 through June 30, 1976.
- (b) - For the year July 1, 1976 through June 30, 1977, all contract personnel shall, effective July 1, 1976, receive a \$200. increment, plus an increase of \$800. across-the-board, a total of \$1,000. each; and all tenured employees shall receive an increase of \$1,200.00; in addition, the \$200. increment shall be paid to all tenured employees who have not attained maximum. OK
- (c) - Longevity pay shall be paid as set forth in Article 15 of the July 1, 1973 - June 30, 1975 Agreement, except that, effective July 1, 1976 each level shall be increased by \$50.

<u>Longevity:</u>	<u>1975-76</u>	<u>1976-77</u>
10 to 14 years of service	\$150.	\$200.
15 to 19 years of service	\$200.	\$250.
20 to 24 years of service	\$300.	\$350.
25 to 29 years of service	\$400.	\$450.
30 years of service and over	\$500.	\$550.

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

- (a) - Class 1: - Shop Personnel under Class 1 shall be paid the salary of a Janitor, plus One Thousand (\$1,000.) Dollars. Shop employees in this

Class shall consist of Clerks, Bus Drivers, Truck Drivers, and shop employees performing other non-tradesmanlike duties.

(b) - Class 2: - Shop Personnel under Class 2 shall be paid the salary of a Janitor, plus Thirteen Hundred (\$1,300.) Dollars. Shop employees in this Class shall consist of those employees performing tradesmanlike duties.

(c) - Class 3: - Shop Personnel under Class 3 shall be paid the salary of an Engineer plus One Thousand (\$1,000.) Dollars. Shop Personnel in this Class consists of persons currently holding this classification.

ARTICLE XX

HOLIDAYS

20.1 The following days are recognized as Holidays:

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

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

In the event school is closed on days not listed above, or other days for any reason whatever, and the employee is not required to work such days, he shall suffer no loss in pay.

ARTICLE XXI.

GENERAL PROVISIONS.

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

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

ARTICLE XXII.

DURATION.

22.1 This Agreement shall be effective as of July 1st, 1975, and shall continue in effect until July 1st, 1977, subject to the Union's right to negotiate over a successor Agreement as provided by Chapter 303, Public Laws 1968.

22.2 In Witness Whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, their corporate seals to be affixed hereto; all on the day and year first above written.

22.3 This Agreement shall not be extended orally, and it is expressly understood and agreed that it shall expire on the date indicated, unless extended, in writing, by and between the parties hereto.

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

Attest:

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

by: Joseph V. Doria, Jr.
(Joseph V. Doria, Jr.)
Board President.

LOCAL 2251, AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO,

by: Steve Gatta
President

Attest:

Secretary.

DEC 15 1976