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AGREEMENT

Between

TEANECK BOARD OF EDUCATION

AND

COMMUNICATION WORKERS OF AMERICA

THIS BOOK DOES  
NOT CIRCULATE

1969-1970

## AGREEMENT

This agreement made and entered into this                    day of  
1969, between the Board of Education of the Township of Teaneck (hereinafter  
called the "Board") and Communication Workers of America, AFL-CIO (hereinafter  
called the "Union"):

### ARTICLE I - PURPOSE

The Board and the Union have entered into this agreement for the purpose  
of establishing conditions under which employees, as hereinafter defined,  
shall be employed to work for the Board and procedures for the presen-  
tation and resolution of grievances, and for the purpose of regulating  
the mutual relations between the Board and said employees with a view  
to promoting and insuring harmonious relations and cooperation.

### ARTICLE II - RECOGNITION

The Board recognizes the Union as the exclusive representative for  
the purpose of collective bargaining with respect to the terms and con-  
ditions of employment, within the purview of Chapter 303 of the laws of  
1968 for non-professional employees employed by the Board as custodians,  
matrons, and maintenance personnel. In the case of employees declared by  
the Board to be supervisory but contended by Union        to be properly  
includable in the negotiating unit, when there has been a final deter-  
mination as to the proper classification of said employees, said final  
determination shall be conclusive and binding upon the parties and the  
employee shall be dealt with based upon such a final determination.

### ARTICLE III - JOB TENURE

All employees shall be considered as probationary employees for the

first ninety (90) days of their employment. This probationary period shall be extended at the option of the Board, upon written notification to the Union, for an additional ninety (90) days of employment.

Probationary employees may be disciplined or terminated at any time for any reason whatsoever at the sole discretion of the Board and they shall not be entitled to utilize the provisions of the grievance procedure. Upon completion of such probationary period, their seniority will be dated as of date of the commencement of their employment.

#### ARTICLE IV - HOSPITAL/SURGICAL AND MAJOR MEDICAL INSURANCE

The Board will provide Blue Cross, Blue Shield and Rider J coverage and Major Medical coverage for employees requesting such coverage at no cost to the employee. For those employees electing to secure coverage for their dependents, the Board, effective July 1, 1969, will pay for the cost of such coverage at no cost to the employee.

The employee acknowledges that he is obligated to inform the Board within thirty (30) days whenever any change occurs in his, or his dependents status as it relates to this coverage: failure to so inform the Board may result in Board refusal to continue any coverage.

#### ARTICLE V - GRIEVANCE PROCEDURE

The term "grievance" as used herein, means a complaint by any employee that, as to him, there has been an inequitable, improper, or unjust application of a policy, agreement, or administrative decision affecting said employee.

The term grievance and the procedure relative thereto, shall not be deemed applicable in the following instances:

(a) the failure or refusal of the Board to renew the contract of

(b) in matters where the Board or its representatives are without authority to act.

(c) in matters of selection for promotion as it pertains to seniority.

"The Grievance Procedure may be invoked through a hearing before the Board in matters where the Board has exercised its discretion and the exercise of said discretion is thereafter challenged.

In such cases the Procedure for final review shall be by appeal to the Commissioner of Education pursuant to the provisions of Title 18A and the rules and regulations of the State Board of Education."

The term "employee" shall mean any regularly employed individual, receiving compensation from the Board under the provisions of the salary guide for Custodial and Maintenance personnel, regardless of the title of the position filled by the individual.

The term "immediate superior" shall mean the person to whom the aggrieved employee is directly responsible.

#### PROCEDURE

An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. Whenever the secretary appears with a representative, the Board or its representatives shall have the right to designate a representative to participate at any step in the grievance procedure.

An employee shall not lose pay for time spent during his regular working hours at the following steps of the grievance procedure. In the event that it is necessary to require the attendance of other

employees during any of the steps, such employees shall not lose pay for such time.

Saturdays, Sundays and holidays shall not be considered working days in the computing of the time limits indicated in the grievance procedure.

Any decision or answer to a grievance made at any step according to the terms of the procedure, and which is not appealed to the succeeding step within the time limits provided, or within such additional period of time as may be mutually agreed upon in writing, shall be binding upon all parties.

#### STEPS

1. An employee having a grievance shall present it to his immediate superior within ten (10) working days after the occurrence of the event from which the grievance arises. An answer shall be submitted within three (3) working days. Any grievance not presented within ten (10) days, shall be deemed abandoned, unless the parties by mutual agreement consent to an additional period of time.
2. If the employee is not satisfied with the answer, the grievance shall be put in writing specifying;
  - (a) the nature of the grievance;
  - (b) the results of the previous discussion;
  - (c) the basis of his dissatisfaction with the determination;signed by the employee and presented to the School Business Administrator/ Board Secretary within three (3) working days. The immediate superior shall also be furnished a copy at the time of serving.

Within five (5) working days of receipt of the written grievance, the School Business Administrator/Board Secretary shall arrange a meeting with the employee and his representative.

The School Business Administrator/Board Secretary or his designated representative shall give the employee and his representative a written answer to the grievance within five (5) working days after the meeting. The immediate superior of the employee shall also be supplied with a copy of the answer at the same time.

3. In the event of the failure to act on the part of the School Business Administrator/Board Secretary or his representative within the time limit specified, or in the event of dissatisfaction on the part of the employee with the answer given, the employee may appeal within ten (10) working days to the Board of Education.

4. Where an appeal is taken to the Board, the employee shall submit the appeal in writing, specifying;

- (a) the nature of the grievance;
- (b) the results of the discussion between the employee and the immediate superior;
- (c) the basis of his dissatisfaction with the determination;
- (d) the results of the discussion with the School Business Administrator/Board Secretary or his representative;
- (e) The basis of his dissatisfaction with that determination;

signed by the employee, and presented to the Board within the time limit of ten (10) working days from the receipt of the answer from the School Business Administrator/Board Secretary, or his failure to act within the time limit.

Copies of the appeal shall be furnished to the immediate superior and the School Business Administrator/Board Secretary.

5. If the employee, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it. The employee shall, at the same time, supply copies of this additional material to the immediate superior and School Business Administrator/Board Secretary who shall have the right, in writing, to reply thereto; copies to be supplied to all parties.

6. The Board of Education shall make a determination within fifteen (15) working days from the receipt of the grievance and shall, in writing, notify the employee, his representative if there be one, the immediate superior and the School Business Administrator/Board Secretary of its determination.

7. In the event the employee is dissatisfied with the determination of the Board, he shall have the right to request advisory arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission, under the provisions of Chapter 303, laws of 1968.

A request for advisory arbitration shall be made no later than ten (10) working days following the determination of the Board.

In the event of arbitration, the costs of the arbitrator's services shall be shared equally by the Board and the employee, with the exception of the cost of any transcript which shall be borne solely by the party requesting it.

8. In any case, where a grievance is based upon the direct order, ruling or determination made by the Superintendent of Schools, Assistant

Superintendent of Schools or School Business Administrator/Board Secretary, the aggrieved employee may appeal directly to the Board of Education within ten (10) working days, by appealing in writing, specifying:

- (a) the order, ruling or determination complained of;
- (b) the basis of the complaint;
- (c) a request for a hearing if a hearing is desired;

with a copy served, at the same time, upon the party making such direct order, ruling or determination. Said party shall have the right, within five (5) working days, to reply thereto, with a copy of such reply served upon the employee.

Upon receipt of a grievance filed under the provisions of paragraph 8, the procedure shall be as set forth in paragraphs 5, 6, and 7.

#### ARTICLE VI - WAGES

Effective July 1, 1969, the wages for the various job categories shall be set and paid in accordance with the schedule attached hereto and marked exhibit A.

#### ARTICLE VII - VACATIONS

Twelve month employees shall be entitled to vacation according to the following schedule: ten working days vacation each year during the first four years of employment: fifteen working days each year during years of employment five through seven: twenty working days vacation each year for years of employment eight and up.

The years of employment in the aforementioned schedule shall be based upon complete years of service which shall be determined from



the 1st of July following the date of employment: except for an employee employed during the period July 1 - July 15, in which case, the count shall start from that July 1, not the subsequent year.

Vacation for the first year of employment when an employee starts July 16 or after is to be pro-rated on the basis of one day per month for each month in the first year the employee did not work, being subtracted from the ten days. Any employee discharged or terminating his employment during the first year of employment shall not be entitled to any vacation.

<u>COMPLETE YEARS OF EMPLOYMENT</u> <u>(July 1 - June 30)</u>	<u>EARNED VACATION</u>
Years 1 - 4	10 working days for each year
Years 5 - 7	15 working days for each year
Years 8 and subsequent years	20 working days for each year

ARTICLE VIII - UNION DUES

The Board agrees to deduct from the monthly salary of each employee who furnishes a written authorization, the amount of monthly Union dues. Remittance of dues collected shall be made to the Union at the end of each calendar month, together with a list of employees from whose pay such deductions were made.

"Where a dues deduction is authorized by an employee, and said authorization signed by the employee is for a designated period of one year, Board shall continue to deduct and remit to the Union the monies so authorized to be deducted for said period whether or not the employee continued to remain a member of the Union.

Remittances shall commence within thirty days from date of receipt of authorization signed by the employee."

ARTICLE IX - OVERTIME ON SUNDAY OR HOLIDAY

Employees required and authorized to work overtime on a Sunday or

holiday as listed in the calendar for twelve month personnel, shall be compensated at double the normal hourly rate of compensation for each hour worked. (The normal hourly rate calculated by: annual salary ÷ by 1920 hours.) Fractional hours shall be compensated to the nearest half-hour from the monthly aggregate total.

ARTICLE X - WORKMEN'S COMPENSATION/SICK LEAVE

An employee who is absent from the job, as the result of an on-the-job accident or injury, and has filed a workmen's compensation accident report, shall receive his salary and sick leave according to the provisions of N.J.S. 18A:30-21. (see Addendum)

(a) Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or being quarantined for such a disease in his or her immediate household.

The term "sick leave" as above defined shall not include maternity leave.

(b) During the year 1969-1970 the personnel covered by this agreement shall be entitled to unlimited sick leave subject, however, to rules and regulations to be established between the parties. Said regulations may distinguish between newly employed individuals, persons who have been in the employ of the Teaneck School System for more than one year.

(c) The granting of unlimited sick leave for the school year 1969-1970 shall not be intended to entitle any employee in the event extensive sick leave is not required, to accumulate more than ten (10),

or in the case of twelve (12) month employees, twelve (12) days of unused sick leave in accordance with the provisions of R.S.18A:30-7. In the event less than 10/12 days of sick leave are utilized by any employee covered by this agreement, there shall be credited to the employee in his sick leave account, the difference between the number of days actually used and ten/twelve (10/12) days.

In no event shall any person covered by this agreement be entitled to unlimited sick leave until all accumulated sick leave has first been exhausted.

(d) No Doctor's certificate shall be required in the event of an absence due to illness, unless, in the opinion of the School Business Administrator/Board Secretary, an abuse is taking place in an individual situation, a doctor's certificate may be required of the individual in order to receive salary for the period of such absence.

(e) The Union shall assist in investigating and controlling alleged abuses of this policy.

All other Board regulations relating to absence shall remain as per present policy.

#### ARTICLE XI - JOB DESCRIPTION AND JOB FOREMAN

The Board of Education shall establish the position of Job Foreman for the work crews of maintenance staff employees.

A three man committee shall be established to recommend job classifications and job descriptions for the job positions in the custodial and maintenance departments. This committee shall be composed of a representative chosen by the Union, a representative chosen by the Board and a third person chosen by the other two who is not connected with the

school system and who is knowledgeable in the area of school building operation and maintenance.

This committee shall determine definite working guide lines and a date for completion of its work, subject to approval of the Parties. The initial cost of preparing a job description shall be borne by the Board. If after one year, the Union desires a change in the job description and further expenses are incurred in connection with any studies which may be made in connection therewith, such expenses shall be shared equally by the parties.

#### ARTICLE XII - SENIORITY

Overtime rotation schedules shall be established for each school or department. An effort will be made by the Board to share overtime work opportunities equally among the employees on each rotation schedule on a seniority basis. The initial overtime rotation schedule shall be set up according to seniority of the employees whose names appear in each schedule and overtime will be offered to the employees in the order in which their names appear thereon. If an employee refuses or is unable to work overtime, he shall be charged with the overtime hours offered to him. In the event that overtime is refused by all the employees on a building rotation schedule the overtime may be offered to the members of the maintenance staff according to an overtime rotation schedule established for these personnel.

#### ARTICLE XIII - JOB OPENINGS, TRANSFERS & PROMOTIONS

Employees shall be notified and may apply for all job openings, transfers and promotions. All applications shall be reviewed by an advisory committee, who shall make recommendations as to the applicants to fill the positions.

The Advisory Committee shall consist of two representatives chosen by the Board; two representatives chosen by the Union; and an impartial representative chosen by the other four. The fifth or impartial representative shall act as chairman of the committee.

It is the intent of both parties to find an impartial representative who will serve voluntarily. In the event that such a representative cannot be found, the cost of employing such shall be shared equally by the two parties.

In those situations where the finalists are considered to offer comparable ability in job training and potential, preference shall be given to the applicant with employment seniority.

The parties recognize that the ultimate responsibility for making all appointments rests with the Board of Education and agree that it is the obligation of the Board to fill all vacancies with the best qualified personnel.

#### ARTICLE XIV - MAINTENANCE STAFF

No maintenance personnel, with the exception of job foremen, shall be required to use their personal vehicles in the discharge of job tasks or job connected duties. Job foremen shall use their personal vehicles and will be provided with an annual car allowance.

Maintenance personnel shall be supplied with the tools necessary to satisfactory performance on the job. The job foreman, with the approval of the Director of Operations & Maintenance, shall determine the type, quality and number of tools to be supplied.

Tools are supplied under a system of check-out and responsibility on the part of the employee for loss or damage due to improper or

negligent use. Employees are required to keep all tools in their possession clean and in proper functioning order.

No employee may be required to supply a tool or tools to do an assigned job and, if he does supply a tool, he does so at his own risk.

#### ARTICLE XV - EFFECTIVE LAWS

The Board and the Union understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law, regulation or adjudication, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of this Agreement.

#### ARTICLE XVI - EVALUATION PROCEDURE

1. Observations of the work performance of custodial personnel shall be conducted by the principal in charge of the building, the Director of Operations and Maintenance and/or the head custodian, if there be one. Such observations shall be conducted openly.

Observations of the work performance of maintenance personnel shall be conducted by the Director of Operations and Maintenance and/or the job foreman. Such observations shall be conducted openly.

2. Observations made by a building principal and/or Director of Operations and Maintenance shall be reduced to writing. The employee shall be given a copy of any such observations and subsequent evaluation made therefrom.

3. Observations made by the head custodian/job foreman shall not be reduced to writing. Observations made by the head custodian/job foreman and evaluations resulting therefrom shall be discussed between the head custodian/job foreman and the employee.
4. An employee may request and shall be granted a conference with the building principal and/or Director of Operations and Maintenance to discuss his observation and evaluation. Such a conference shall be granted within ten (10) days.
5. All employees shall be required to sign the evaluation form. Signing does not signify approval. Only completed evaluation forms shall be presented for signature.
6. The evaluation forms shall be placed in and comprise a part of the personnel folder of each employee.
7. Annual evaluations, which shall be a composite of periodic evaluations, shall be made by building principal and/or Director of Operations and Maintenance. Copies of said evaluations shall be provided to each employee. The employee may request and shall be granted a conference to discuss his evaluation. The employee may request the Advisory Committee to participate in this conference to review and discuss his evaluation and, as a final procedure, the employee may invoke the grievance procedure. In all cases the employee shall be required to sign the evaluation. Such signature shall not signify approval of the evaluation. This annual evaluation shall be the basis upon which a determination of an employees annual salary increment and/or adjustment shall be based.
8. Head custodians/job foremen may not discharge an employee. Head custodians/job foremen may discuss their observations and evaluations

with the building principal and/or Director of Operations and Maintenance only after they have been discussed with the employee.

9. The Advisory Committee shall consist of two representatives chosen by the Board; two representatives chosen by the Union; and an impartial representative chosen by the other four. The fifth or impartial representative shall act as chairman of the committee.

It is the intent of both parties to find an impartial representative who will serve voluntarily. In the event that such a representative cannot be found, the cost of employing such shall be shared equally by the two parties.

#### ARTICLE XVII - NO-STRIKE CLAUSE

The Union agrees that during the term of this agreement, the employees of the Board who it represents, will not strike or take any other collective action to disable the Board in the discharge of its statutory duty, and the Union agrees that such action would constitute a material breach of the Agreement.

Nothing contained in the Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have, in law or in equity, for injunction or damages or both in the event of such breach.

#### ARTICLE XVIII - TERM OF CONTRACT

This agreement shall become effective July 1, 1969 and continue in effect until June 30, 1970, or for a period not to exceed two calendar years from the effective date, unless and until either of the Parties desire to change or terminate the same. The Party desiring such change



or changes or termination shall notify the other Party in writing of that fact prior to October first of the year of the request, and after said date negotiations shall commence.

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President, Teaneck Board of  
Education

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C.W.A. Representative

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C.W.A. Representative

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Secretary, Teaneck Board of  
Education

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C.W.A. Representative

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Date

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Date

ADDENDUM

"WORKMEN'S COMPENSATION/SICK LEAVE"

N.J.S. 18A:30-2.1

Whenever any employee entitled to sick leave under this chapter, 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, his employer shall pay to such employee the full salary or wages for the period of such absence for up to 1 calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in sections 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee 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 employee pursuant to this section shall be reduced by the amount of any workmen's compensation award made for temporary disability.