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20-04

AGREEMENT

Between

ELIZABETH BOARD OF EDUCATION

OF THE CITY OF ELIZABETH

and

LOCAL UNION NO. 866

affiliated with

INTERNATIONAL BROTHERHOOD OF TEAMSTERS,

CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

B-75



AGREEMENT  
between  
ELIZABETH BOARD OF EDUCATION OF  
THE CITY OF ELIZABETH  
and  
LOCAL UNION NO. 866  
affiliated with  
INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
CHAUFFERS, WAREHOUSEMEN AND HELPERS OF  
AMERICA

Preamble

Agreement entered into this 7th day of September, 1973, between Local Union No. 866 affiliated with INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFERS, WAREHOUSEMEN AND HELPERS OF AMERICA, hereinafter referred to as the "Union" and ELIZABETH BOARD OF EDUCATION, ELIZABETH NEW JERSEY, hereinafter referred to as the "Employer"

The effective date of this AGREEMENT is July 1, 1973.

The employer and the Union agree as follows:

ARTICLE I - Recognition

A. The Employer recognizes Local Union No. 866, I.B.T. as the sole and exclusive bargaining agency for all employees covered by this Agreement in all matters pertaining to rates of pay, wages, (salaries), hours of work, benefits, and other terms and conditions of employment.

B. The provisions of this Agreement shall apply to all Head Janitors, Firemen-Custodians, Groundskeepers, Assistant Janitors, Matrons, Engineers, General Repairmen, Truck Drivers, Laborers, Bus Drivers-Utility Men, Utility Men and Shade Repairmen employed by the Employer but excluding all Office Clerical, Craft and Professional Employees Policemen, Managerial Executives, Supervisors within the meaning of the act.

C. It is understood that at such time as all present employees classified as Shade Repairmen terminate their employment with the Board the classification of Shade Repairmen will cease to exist.

ARTICLE II - Successor Employers

This Agreement shall be binding upon the parties hereto, their successors, administrators, and assigns

ARTICLE III - Dues Check-off

A. The Employer agrees that it will in two (2) equal amounts in each month, deduct the Union dues from the pay of each employee and transmit the same with a list of such employees to the Secretary-Treasurer of Local Union 866 within ten (10) days after the dues are deducted.

B. The Union agrees to furnish written authorization, in accordance with law, from each employee authorizing these deductions.

C. The Union will furnish the Employer a written statement of the dues and initiation fees to be deducted.

#### ARTICLE IV -- Inspection Privileges

A. Authorized Business Representatives of the Union shall have access to the Employer's facilities during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule and permission for such access has been granted by the Business Administrator or his designee. Such permission shall not be unreasonably withheld.

B. When entering a facility of the Employer the Business Representative shall notify the School Administrator of the facility being visited of his presence.

#### ARTICLE V -- Job Stewards

A. The Employer recognizes the right of the Union to designate one (1) Job Steward and four (4) Alternates.

B. The authority of Job Stewards and Alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.

2. The transmission of messages and information which shall originate with, and are authorized by the local Union or its officers, provided such messages and information

(a) have been reduced to writing, or

(b) if not reduced to writing, are of a routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

C. Job Stewards and Alternates have no authority to take strike action, or any other action interrupting the Employer's business.

D. The Employer recognizes these limitations upon the authority of the Job Stewards and Alternates, and shall not hold the Union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the Job Stewards or Alternates have taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

E. Stewards shall be permitted to investigate, present and process grievances. The foregoing shall not be conducted during working hours unless prior permission has been obtained from the Business Administrator and such permission shall not be unreasonably withheld. Any time spent in handling grievances during scheduled working hours shall be considered time worked.

#### ARTICLE VI -- Management Rights

A. The Union recognizes that the Board of Education may not by agreement delegate authority and responsibility which by law are imposed upon and lodged with the Board.

B. The Board of Elizabeth subject only to the language of this Agreement,

reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with the laws of the State of New Jersey and the rulings of the State Commissioner of Education, to do the following:

- (a) to direct employees of the school district;
- (b) to hire, assign, promote, transfer and reassign employees covered by this Agreement within the school district or to suspend, demote, discharge, or take other disciplinary action against employees;
- (c) to relieve employees from duties because of lack of work, lack of cooperation or initiative, or 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;
- (f) to take whatever other actions may be necessary to accomplish the mission of the school district in any situation.

C. Nothing herein shall alter or diminish any employee's rights guaranteed to him by Federal or State law and all rights enumerated in this Agreement.

## ARTICLE VII - Grievance Procedure

### A. DEFINITION:

1. A grievance shall be restricted to a complaint by an employee, a group of employees, or the Union that there has been a violation, misinterpretation or misapplication of this Agreement.

2. A grievance to be considered under this procedure must be initiated in writing by the aggrieved person, a group, or the Union within thirty (30) calendar days from the time when the aggrieved person should have known of its occurrence.

### B. PURPOSE:

1. The purpose of this procedure is to identify and to secure prompt, level, equitable solutions to the problems which may be caused to the worker affecting the welfare or terms and conditions of employment.

2. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with any appropriate member of the administration, provided the adjustment is not inconsistent with the terms of this Agreement and that the Union has been given the opportunity to be present at such adjustment and to state its views.

### C. PROCEDURES:

1. (a) 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 abandonment of such grievance and the decision rendered therein shall stand for the particular grievance.

(b) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments, instructions and applicable rules and regulations of the Board of Education, as its designee until such grievance and any effect thereof shall have been fully determined.

(c) Failure at any step of this procedure to carry a grievance to the next step within the specified time limits shall permit the aggrieved to proceed to the next step.

#### 2. Level One:

The aggrieved, together with the shop steward or his alternate shall file the grievance in writing with his designated supervisor, state the objective of resolving

the matter informally and without the necessity of involving the following levels of the grievance procedure. The written grievance shall state the nature of the grievance and the provision of the Agreement allegedly violated.

**3. Level Two:**

The aggrieved together with the shop steward, or his alternate may appeal the decision in Level One within five (5) school days after receipt to the Director of Plant, Property and Equipment. The appeal shall be in writing. The Director shall attempt to resolve the matter with the aggrieved together with the shop steward or his alternate within ten (10) days from receipt of the appeal. He shall communicate his decision in writing to all parties in interest.

**4. Level Three:**

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) school days of the receipt of the decision in Level Two. The appeal will be in writing and shall include all of the data submitted in Level Two and additional statement indicating the reason for the appeal to the Secretary-School Business Administrator.

Within ten (10) school days, the Secretary-School Business Administrator shall discuss the grievance with the aggrieved together with the shop steward or his alternate and the business Representative of the Union and shall submit his decision to all interested parties within five (5) school days thereafter.

**5. Level Four:**

If the grievance is not satisfactorily resolved, the grievance may be appealed no later than five (5) school days after receipt of the Secretary-School Business Administrator's decision for a review by the Board of Education. The appeal 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 verify the grievance and shall, at the option of the Board, hold a hearing with the aggrieved together with the shop steward or his alternate and Business Representative of the Union 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 satisfactorily, the Union may appeal the grievance to arbitration and shall so advise the Board through the Secretary-School Business Administrator within twenty (20) school days of receipt of the Board's decision.

**6. Level Five:**

(a) If the subject matter of the grievance concerns the violation, misinterpretation or misapplication of this Agreement and this Agreement permits the grievance to be taken beyond Level Four, the final step in the grievance procedure is binding arbitration.

(b) John Malkin, Esq. shall be made permanent arbitrator to hear and determine grievances carried beyond Level Four.

(c) In the event that Mr. Malkin refuses or is unable to serve as arbitrator the following procedure will be used to secure the services of an arbitrator:

(1) A joint request 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;

## ARTICLE XII — Work Assignments

The Employer agrees not to direct or require supervisors or persons other than the employees in the bargaining unit (s) here involved, to perform work which is recognized as the work of the employees in said unit, except in cases of emergency or for the purpose of training employees. It is clearly understood by this provision that there is no intent to deprive available employees or employees on call of wages.

## ARTICLE XIII — Subcontracting

A. The Employer may subcontract work only if the following conditions are met:

1. There are no employees on lay-off with unexpired recall rights.
2. No employees will be laid-off during the period of the work being subcontracted.

B. The Employer agrees not to subcontract work as a subterfuge to this Agreement. This provision is not intended to restrict the right of the Employer in the operation of its facilities.

## ARTICLE XIV — Safety

A. The employee upon discovering an unsafe or hazardous condition will immediately tell his supervisor. The supervisor will determine and advise how the work can be performed safely.

B. The supervisor shall not direct any employee to work under unsafe or hazardous conditions.

## ARTICLE XV — Notification to the Union

A. The Employer will notify the Union in writing of all promotions, demotions, permanent transfers, suspensions, and discharges.

B. The Employer will notify the Union in writing prior to a layoff.

C. The Employer will provide the Union with an updated list of covered employees showing name, address, classification, and Social Security number.

D. The Employer will notify the Union of additions and deletions to the payroll of covered employees as they occur.

## ARTICLE XVI — Substitute Personnel

A. Newly hired substitute personnel shall be reviewed within sixty (60) working days of their date of hire.

B. Substitute personnel shall not be considered employees covered by this Agreement until their date of appointment.

C. Substitute personnel shall have no recourse whatsoever through the Grievance Procedure.

## ARTICLE XVII — Seniority

A. Seniority shall mean a total of all periods of employment within classifications covered by this Agreement, except that an employee shall lose seniority rights only for any one of the following reasons:

- (1) Voluntary Resignation;
- (2) Discharge for just cause;
- (3) Failure to return to work within ten (10) working days after being recalled by registered or certified mail, unless due to actual illness or accident. (The Employer may require substantiating proof of illness or accident).
- (4) Continuous layoff beyond recall period for re-employment outlined in this Agreement.

- B. Seniority starts with the date of permanent appointment.
- C. Time on temporary leave of absence in excess of thirty (30) days shall not be included in credited service time for the purpose of seniority.

#### ARTICLE XVIII -- Layoffs and Recall

A. The Employer may reduce the working force only due to lack of work. In such event, the following procedure shall apply:

(1) Employees shall be laid off in the order of least total employment seniority, regardless of classification provided the employee can qualify for open positions. For purposes of preserving jobs during a layoff, the Employer shall guarantee at least one-third (1/3) of the existing positions in all classifications other than the Head Janitor classification, to be maintained as not requiring a firemen's license.

(2) Notice of such layoffs will be given at least one (1) month before the scheduled layoff.

(3) A laid off employee shall have preference for reemployment for a period of life provided the recalled employee is mentally and physically able to perform the job.

(4) The Employer shall rehire laid off employees in the order of greatest employment seniority provided the employee can qualify for the open positions. Under no circumstances whatsoever shall the Employer hire from the open labor market while any employee has an unexpired term of preference for re-employment who is ready, willing, and able to be re-employed.

(5) Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.

#### ARTICLE XIX -- Post and Bid Procedure

A. The Employer agrees to offer the opportunity to fill all job vacancies from within the bargaining unit before hiring new employees.

B. The Employer shall post all promotional vacancies. The Employer, shall post a notice stating the name of the job classification, location of assignment and the requirements. In addition, the notice shall invite bids from the employees. This notice shall remain posted on all bulletin boards for eleven (11) working days. During the months of July and August, the notice of vacancy shall remain posted on all bulletin boards for sixteen (16) working days.

C. Requests for lateral transfers will be considered. Whenever an opening occurs in a particular job classification, employee (s) within said job classification may request a transfer within that job classification. When more than one (1) employee requests such a transfer, consideration for the vacancy will be based on seniority. Nothing contained herein shall limit the rights reserved to the employer under Article VI.

D. All things being equal, promotions shall be awarded to the most senior qualified employee who bids for the job.

E. The successful bidder shall receive a trial period of sixty (60) days on his new assignment. Such employee shall be compensated at the rate of pay of his new classification. The employee's new pay rate shall be the rate step within the new classification which is immediately higher than his old rate step.

F. The Union and the Employee shall be kept advised of the progress or lack of progress made in learning the new assignment. If the employee fails to successfully meet these requirements within the probationary period he shall be returned to his former classification and shall assume seniority and pay as though he had never left his old classification.

G. Where a job vacancy occurs, which vacancy is brought about as a result of a retirement, the notice of vacancy shall be posted thirty (30) days prior to the date of retirement. Such posting of a notice shall only be required where notification of retirement to the employer will allow sufficient time to the employer to meet the posting requirements.

#### ARTICLE XX — Job Classification Sheets

A. The Employer will prepare and make available to the Union Job Classification Sheets defining the principal functions of each job classification covered by this Agreement and any classifications coming under this Agreement.

B. At least thirty (30) days before putting a new classification into effect, the Employer shall give the Union a job classification sheet for discussion and for the purpose of negotiating a rate. The Union may recommend changes in the classification sheet but the Employer in no way is obligated to accept these recommendations.

C. All new employees employed after the effective date of this agreement shall be required to have a Black Seal License.

#### ARTICLE XXI — Hours of Work

A. The Employer agrees to schedule each employee for eight (8) hours of work each day and for forty (40) hours of work each week, Monday thru Friday inclusive.

B. Schedules other than Monday thru Friday may be established in "community schools", which are operated on a seven (7) day per week basis, at the regular wage rates. Prior to establishing these schedules, the Union and Employer shall discuss these schedules.

C. The normal hours of work for employees are as follows:

	Lunch		Lunch
7:00 a.m. to 4:00 p.m.	(1 hour)	8:00 a.m. to 4:30 p.m.	(½ hour)
8:00 a.m. to 5:00 p.m.*	(1 hour)	7:00 a.m. to 3:00 p.m.	(no lunch)
11:00 a.m. to 8:00 p.m.**	(1 hour)	3:00 p.m. to 11:00 p.m.**	(no lunch)
2:00 p.m. to 11:00 p.m.**	(1 hour)	4:00 p.m. to 12:00 mid.**	(no lunch)
7:30 a.m. to 4:30 p.m.	(1 hour)	11:00 p.m. to 7:00 a.m.**	(no lunch)

\*Except Friday hours are 9:30 a.m. to 6:30 p.m.

\*\* \$ .20 per hour extra compensation for employees when they work these hours.

D. The Employer agrees to allow a paid one-half (½) hour lunch period whenever an Employee is required to work fourteen (14) consecutive hours.

E. The Employer agrees to guarantee an Employee a minimum of one-half (½) hour work or pay in lieu thereof at the applicable premium rate of pay whenever an Employee is required to remain at work beyond quitting time.

F. The Employer agrees not to require or in any way solicit any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week.

#### ARTICLE XXII — Rates of Pay

Effective July 1, 1973, employees hired after December 31, 1972 shall receive an increase of \$375.00 per annum.

Effective July 1, 1973, employees hired prior to December 31, 1972 shall receive an increase of \$375.00 per annum. In addition, these employees shall receive increment of up to \$300.00.



Effective July 1, 1973 employees at the maximum shall receive an increase of \$375.00 per annum. In addition these employees shall receive a \$100.00 per annum adjustment at the top of the grade.

Effective July 1, 1974, employees hired after December 31, 1973 shall receive an increase of \$375.00 per annum.

Effective July 1, 1974, employees hired prior to December 31, 1973 shall receive an increase of \$375.00 per annum. In addition, these employees shall receive increment of up to \$300.00.

Effective July 1, 1974, employees at the maximum shall receive an increase of \$375.00 per annum. In addition, these employees shall receive a \$100.00 per annum adjustment at the top of the grade.

#### ARTICLE XXIII -- Working at Different Rates

Effective July 1, 1973, an employee assigned to a classification with a higher rate of pay shall be paid additional compensation as follows: less than four (4) hours, \$2.375 per day; more than four (4) hours, \$4.75 per day.

Effective July 1, 1974, an employee assigned to a classification with a higher rate of pay shall be paid additional compensation as follows: less than four (4) hours, \$2.50 per day; more than four (4) hours, \$5.00 per day.

#### ARTICLE XXIV -- Premium Pay

A. The Employer agrees to pay premium wages of one and one-half (1 1/2) times the straight time hourly rate for:

1. All hours spent in the service of the Employer in excess of eight (8) hours in any twenty-four (24) hour period.

2. All hours spent in the service of the Employer prior to the scheduled starting time.

3. All hours spent in the service of the Employer following the scheduled quitting time.

4. All hours spent in the service of the Employer on any Saturday and Sunday.

5. All hours spent in the service of the Employer on any holiday in addition to eight (8) hours straight time holiday pay.

B. Opportunity to earn premium pay shall be rotated with intention to achieve equalization of premium pay earnings within each class of work, provided the Employee is qualified to perform the overtime assignment.

#### ARTICLE XXV -- Pay Day

A. Employee will be paid earnings by check bi-monthly on the 8th and 23rd day.

B. Employee will be paid during working hours.

C. When pay day falls on a holiday, then the preceeding day will be pay day.

#### ARTICLE XXVI -- Holidays

A. The Employer agrees to pay each Employee eight (8) hours pay without working for each Holiday.

B. Holidays will coincide with days on which school and administrative offices are to be closed. These days are those listed in the school calendar adopted annually by the Employer.

C. In the event a Holiday named in this Agreement falls during an Employee's vacation period, such Employee shall enjoy an additional days' vacation with pay.

#### ARTICLE XXVII -- Vacations

A. Vacation entitlement shall be based on the Employee's total employment seniority accrued to December 31st.

B. Vacation pay shall be based on forty (40) hours straight time pay for the employee's classification.

C. Employees are entitled to the following vacation days.

(1) One Vacation day for each month worked during the fiscal year prior to July 1st, but not to exceed 7 days;

(2) Ten (10) days after first complete fiscal year;

(3) Twelve (12) days after five years;

(4) Fifteen (15) days after ten years;

(5) Twenty days after fifteen years.

D. Vacation schedules shall be posted by June 1st each year.

E. Preference for selection shall be awarded employees in the order of greater total employment seniority within each work group.

#### ARTICLE XXVIII -- Sick Leave

A. Employees shall be entitled to sick leave days for which absence may be allowed without loss of salary to the extent and in the manner following:

(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 an 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 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.

(4) Employees retiring with Regular Service Retirement Benefits after the effective date of this Agreement, may receive 50 percent of the unused sick leave accumulated under (1), (2) and (3) above paid for at the rate of ten (\$10.00) dollars per day.

#### 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.

#### ARTICLE XXIX -- Personal Days of Absence

A. Employees will be granted two (2) personal days of absence with pay in each fiscal year.

B. The Secretary-School Business Administrator shall be notified of the reason for the personal day 48 hours prior thereto.

ARTICLE XXX — Health Care Insurance Program

- A. Employees and dependents shall be covered with health care insurance provided by the New Jersey Public Health Benefits.
- B. The Employer agrees to pay the full cost of these benefits on July 1, 1972.
- C. The Employer reserves the right to change the insurance carrier provided the benefits are equal to the benefits provided by the New Jersey Public Health Benefits.

ARTICLE XXXI — Group Insurance & Pension

Each employee shall be enrolled for all benefit entitlements provided within the Public Employee Retirement System or the Teacher's Pension and Annuity System, whichever is applicable.

ARTICLE XXXII — Special Licenses

The Employer shall pay the fee for the grant or renewal of any special licenses which the Employee is required by law to have in the performance of the duties and responsibilities covered by his job Classification.

ARTICLE XXXIII — Funeral Leave

- A. Non-cumulative emergency leaves of absence shall be allowed for a maximum of not more than five (5) days during one contract year with full pay when a death occurs in the Employee's immediate family.
- B. The Employee's immediate family is considered to include: Spouse, Children, Brother, Sister, Parents, Parents-in-law, Brother-in-Law, Sister-in-law, Grandparents, and Grand-children of Employee or spouse.
- C. The Employer may request submission of proof.

ARTICLE XXXIV — Jury Duty

- A. An Employee who is called to Jury Duty shall immediately notify the Employer.
- B. An Employee who is excused from Jury Duty service on any day shall report for work on such day.
- C. An Employee shall not be required to report back for work on any day he is in attendance at court for Jury Duty service, regardless of the Employee's shift.
- D. The Employer agrees to pay the Employee an amount, in addition to Jury Duty Service Fees, sufficient to guarantee no loss in wages on account of such absence from work.

ARTICLE XXXV — Military Service

- A. Employees enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendments thereto, shall be granted all rights and privileges provided by the Act.
- B. Upon return from Military Service Leave, an Employee shall resume all his former employment service credits together with such improvements as he would have gained had he not entered Military Service, so that in no event will his employment service credit status be less than that provided by applicable Government Laws and Regulations.

ARTICLE XXXVI — Uniforms

The Employer shall provide and maintain uniforms at no cost to the Employees. Female bus drivers shall receive slacks and blouses.

**ARTICLE XXXVII -- Sanitary Conditions**

The Employer agrees to maintain a clean, sanitary washroom having hot and cold running water and with toilet facilities.

**ARTICLE XXXVIII -- Compensation Claims**

A. In the event that an Employee is injured on the job the Employer shall pay such Employee his day's guarantee for that day lost because of such injury. An Employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of his regular shift or overtime guarantee on that day. An Employee who has returned to his regular duties after sustaining a compensable injury who is required by the workmen's compensation doctor to receive additional medical treatment during his regularly scheduled working hours shall receive his regular hourly rate of pay for such time.

**ARTICLE XXXIX -- Separability and Savings Clause**

A. If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of such Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

B. In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such article or section during the period of invalidity or restraint.

**ARTICLE XL -- Joint Committee**

A. The Employer and the Union agree to form a joint study committee for the purpose of evaluating and developing a new salary guide.

B. The results of this study will be presented prior to the beginning of the next contract negotiations.

**ARTICLE XLI -- Termination of Clause**

A. This Agreement shall be in full force and effect from July 1, 1973 to and including June 30, 1975, and shall continue from year to year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this 4th day of December, 1973, to be effective as of July 1, 1973.

FOR THE EMPLOYER  
BARNET H. EPSTEIN  
President

FOR THE EMPLOYEES  
Secretary-Treasurer  
JOHN KOVAL  
President

ATTEST: HENRY R. CIOFFI

WITNESS:  
Joseph Brinkley

SCHEDULE "A"

Classification	1973-1974		1974-1975	
	Min. Salary	Max. Salary	Min. Salary	Max. Salary
Head Custodian -- Jr. and Sr. High Schools	7,875	10,875	8,250	10,750
General Repairmen				
Fireman-Custodian, Groundskeeper, Pool Mtn. -- Utilityman, Shade Repairman	7,875	10,175	8,250	10,550
Head Custodian, Elementary Schools	7,875	9,875	8,050	10,250
Asst. Custodian -- with black seal fireman's license -- all schools (required in elem. schools)	7,275	9,275	7,650	9,650
Asst. Custodian -- without black seal fireman's license -- junior and senior high schools only -- employed after 1/1/68	8,275	9,275	8,550	9,050
Mechanics	8,575	10,275	8,950	9,800
Red Seal Engineers	10,275	11,275	10,650	11,450
Gold Seal Engineers	11,275	11,275	11,650	11,850
Truck Drivers	7,875	10,075	8,250	10,450
Laborers, Asst. Storkeeper	7,275	9,275	7,650	9,650
Bus Drivers-Utilitymen	**	9,675	**	10,050

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

SCHEDULE "B"  
SCHOOL CALENDAR

Dates on which School and Administrative Offices are to be closed:

School Year 1974-75

Thursday	July 4
Monday	September 3
Thursday	September 27
Friday	September 28
Monday	October 8
Monday	October 22
Tuesday	November 6
Friday	November 16
Thursday	November 22
Friday	November 23
Tuesday	December 25
Tuesday	January 1
Tuesday	January 15
Tuesday	February 12
Monday	February 18
Friday	April 12
Monday	May 27

Dates on which School Administrative Offices will be closed during the school year 1974-75 will be submitted at a later date by the Board of Education.

Mr. Leonard Conte  
Teamsters Local No. 866  
743 Main Avenue  
Passaic, New Jersey

Re: Agreement between Elizabeth Board of  
Education of the City of Elizabeth &  
Local Union No. 866

Dear Mr. Conte:

This will confirm the understanding reached on September 7, 1978, which have not been incorporated in the Agreement.

The uniform service provided for employees covered under the Agreement will be reviewed by the Board of Education to determine whether the present service will be continued. When a determination is made, the Union will be notified of the decision.

It is also understood that shoes will be provided to the employee (s) when painting the fence around the field.

The Warehouse Job presently performed by the Laborer will be posted as an Assistant Storekeeper with a range equivalent to that of a Laborer. The qualifications for the classification shall be determined by the employer.

Elizabeth Board of Education

By: Henry Cioffi