

01-01
Marie F.

Board of Education of the City of Bayonne

A G R E E M E N T

Between:

Board of Education
of the City of Bayonne

and

Local ~~225~~²⁴⁵, American Federation of
State, County, and Municipal Employees,
AFL-CIO

Effective Date:

July 1, 1973, through
July 1, 1975

Agreement Date:

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PREAMBLE

This agreement entered into this day of
1973, by and between the Board of Education of the City of
Bayonne, New Jersey, herinafter referred to as the "Employer,"
and Local 1959, American Federation of State, County, and
Municipal Employees, AFL-CIO, herinafter referred to as the
"Union," has as it purpose the promotion of harmonious rela-
tions between the Employer and the Union; the establishment
of an equitable and peaceful procedure for the resolution of
differences; and the establishment of rates of pay, hours of
work, and other conditions of employment.

ARTICLE 1

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 2

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.

ARTICLE 3

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.

3:2 The work week shall consist of five (5) consecutive days, Monday through Friday, inclusive, except for employees in continuous operations, discussed below.

3:3 Where the nature of the work involved required continuous operations on a twenty-four-hour-per-day, seven-day-per-week basis, employees 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:

	<u>Day Shift</u>	<u>2nd Shift</u>
Janitors & Janitresses	7:30 am - 4:30 pm	4 pm - 1 am
Engineers	6:00 am - 2:00 pm 7:30 am - 4:30 pm	Nov. 30 - Apr. 1 April 1 - Nov. 30
Shop Personnel	8:00 am - 4:30 pm	
Assist. Engineers	7:30 a.m. to 4:30 p.m. or - (to be set by the principal supervisor in accordance with the needs of the work.)	

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. Personnel set forth above, working a shift other than the day shift, will be paid a differential of \$400 annually for such work. Said differential will be paid pro-rata of the annual amount if the employee's assignment is changed to other than the night shift.

3:4.1 For the duration of this agreement, Mr. Maloney and Mr. Sullivan of the Bayonne High School Supervisory Staff or persons filling the supervisory position they now hold will be paid an additional differential of \$300 thereby raising their total differential to \$600 for the supervisory function they perform.

ARTICLE 4

Overtime

- 4:1 Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:
- 4:1.1 All work performed in excess of eight (8) hours in any one day.
- 4:1.2 All work performed in excess of forty (40) hours in any one week.
- 4:1.3 All work performed on Saturday as such, (except for employees assigned on continuous operations).
- 4:2 Employees working on continuous operations shifts shall receive time and one-half their regular hourly rate of pay for all work performed on their sixth consecutive day.
- 4:3 Time and one-half shall be paid under any of the following conditions:
- 4:3.1 All work performed on Sundays, as such (except for employees working on continuous operations).
- 4:3.2 For all work performed on holidays, as set forth in this agreement.

ARTICLE 5

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 for such work and shall be guaranteed a minimum of (3) hours.

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 for employees 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.

ARTICLE 7

LEAVES OF ABSENCE

- 7:1 Leaves of absence, with pay, shall be provided as follows:
- 7:1.1 Ten (10) days per year sick leave. Unused sick leave shall be accumulative from year to year.
- 7:1.2 Leaves of absence necessitated because of an accident, or illness related to his 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.
- 7:1.3 Extended leaves of absence necessitated by illness or accident not related to an employee's work, shall be granted in accordance with the Rules and Regulations adopted by the Employer now in effect.
- 7:1.4 Two (2) days personal leave with pay per year.
- 7:1.5 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.
- 7:1.6 School employees are exempt from jury duty.

- 7:1.7 Employees will be granted leaves of absence without pay to attend Union conventions and conferences, not exceeding two (2) days. 6.
- 7:1.8 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.
- 7:1.9 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.

ARTICLE 8

Seniority

- 8:1 Seniority is defined as an employee's total length of service with the Employer, beginning with his original date of 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 9

Grievance and Arbitration Procedure

9:1 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:

9:1.1 A grievance by an employee shall be presented within ten (10) school days of the occurrence of the condition giving rise thereto. Then it shall be discussed with the employee involved and the Union Representative together with the Principal of said School and the Superintendent of Grounds and Buildings. The answer shall be made within three (3) working days by such Principal to the Union.

If the disposition of the matter is not satisfactory to the grievant, then in that event, the Union shall have five (5) working days to proceed to 9:1.2.

9:1.2 If the grievance is not settled through Step 9:1.1, the same shall be reduced to writing by the Union and submitted to the Superintendent of Schools or any person designated by him, and the answer to such shall be made in writing, with a copy to the Union, within five (5) working days of its submission.

If the disposition of the matter is not satisfactory to the grievant, then in that event, the Union shall have five (5) working days to proceed to 9:1.3.

If the grievance is not settled by Steps 9:1.1 and 9:1.2, then the Union shall have the right to submit such grievance to the Trustees of the Board of Education. A written answer to such shall be served upon the individual and the Grievance Committee within seven (7) calendar days of its submission.

If the disposition of the matter is not satisfactory to the grievant, then in that event, the Union shall have five (5) working days to proceed to 9:1.4.

If the grievance is not settled by Steps 9:1.1, 9:1.2, and 9:1.3, then the Union shall have the right to submit such grievance to an arbitrator who shall be appointed by the Public Employment Relations Commission.

The arbitrator shall have the right and full power to hear the dispute and make a final determination, which shall be binding on both parties. The cost of arbitration shall be borne by the Board of Education and the Union equally.

The Union President, or his authorized representative, may report an impending grievance to the Trustees of the Board in an effort to forestall its occurrence.

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

ARTICLE 10

Temporary Assignments

10:1 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 11

Vacations

11:1 Vacations with pay shall be granted to employees hired after July 1, 1969, as follows:

After 1 year up to 5 years....two weeks
After 5 years up to 10 years..three weeks
After 10 years.....four weeks

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

ARTICLE 12

Safety and Health

12:1 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.

12:2 The Board agrees to provide each employee covered by this Agreement with three sets of uniforms each year under Rules and Regulations established by the Board.

12:3 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 13

Management's Rights

13:1 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.

13:2 All rights not expressly granted to the Union in this Agreement are hereby reserved by the Employer.

13:3 Nothing herein shall alter or deprive any employee rights guaranteed to him by Federal or State Law and all rights enumerated herein.

ARTICLE 14

Future Negotiations

14:1 Negotiations on a new contract shall commence no sooner than October 1, 1975, and no later than October 31, 1975.

ARTICLE 15

Salaries

15:1 Salaries for employees covered by this Agreement shall be as set forth below:

A general "across-the-board" wage increase of Nine Hundred (\$900) Dollars over a two-year period, to be paid as follows:

\$400 for the year July 1, 1973 - June 30, 1974;
\$500 for the year July 1, 1974 - June 30, 1975.

15:2 Longevity pay as follows:

10 to 14 years of service.	\$150
15 to 19 years of service.	\$200
20 to 24 years of service.	\$300
25 to 29 years of service.	\$400
30 years of service and over	\$500

15:3 Shop Personnel: Salaries for Shop Personnel shall be divided into three classes or categories as follows:

15:3.1 Class 1: Shop Personnel under Class 1 shall be paid the salary of a Janitor, plus One Thousand (\$1,000.00) Dollars. Shop employees in this Class shall consist of Clerks, Bus Drivers, Truck Drivers, and shop employees performing other non-tradesmanlike duties.

15:3.2 Class 2: Shop Personnel under Class 2 shall be paid the salary of a Janitor plus Thirteen Hundred (\$1,300.00) Dollars. Shop employees in this Class shall consist of those employees performing tradesmanlike duties.

15:3.3 Class 3: Shop Personnel under Class 3 shall be paid the salary of an Engineer plus One Thousand (\$1,000.00) Dollars. Shop Personnel in this Class consist of persons currently holding this classification.

ARTICLE 16

Holidays

16:1 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.

16:2 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 17

General Provisions

17:1 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.

17:2 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 18

Duration of Agreement

18:1 This Agreement shall be effective as of July 1, 1973, and shall continue in effect until July 1, 1975, subject to the Union's right to negotiate over a successor Agreement as provided by Chapter 303, Public Laws 1968.

18:2 In witness thereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

18:3 This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

BOARD OF EDUCATION OF THE
CITY OF BAYONNE, NEW JERSEY

by _____
President

Attest:

Secretary

LOCAL 1959, AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES,
AFL-CIO

by _____
President

Attest:

Secretary

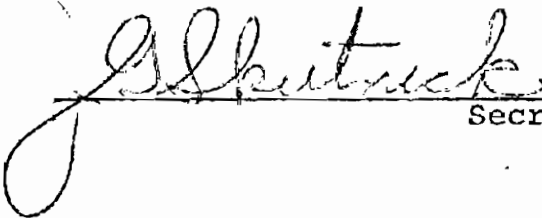
Memorandum of Agreement

The salary raises herein apply to all personnel except those individuals classified as Janitress-Clerk. Individuals in this classification will receive one-half (½) the annual raise set forth in Article 15:1.

BOARD OF EDUCATION OF THE
CITY OF BAYONNE, NEW JERSEY

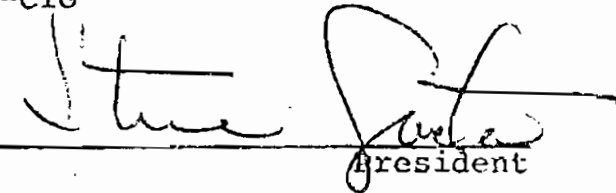
by 
President

Attest:


Secretary

*Witness
John J. Pagano
Attorney for
Board of Education*

LOCAL 1959, AMERICAN FEDERATION OF
STATE, COUNTY, AND MUNICIPAL EMPLOYEES,
AFL-CIO

by 
President

Attest:

Secretary