

#493.

A. Ball

CONTRACT

GARFIELD BOARD OF EDUCATION

AND

TEAMSTERS LOCAL NO. 560

SCHOOL YEARS 1987--1990

JANITORS

CLERKS

MATRONS

MAINTENANCE

**

x July 1, 1987 - June 30, 1990

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PREAMBLE

THIS AGREEMENT made and entered into this First day of July, 1987, by and between the BOARD OF EDUCATION OF GARFIELD, County of Bergen, Garfield, New Jersey, hereinafter called the "Board" and the TEAMSTERS UNION - LOCAL NO. 560, hereinafter called the "Union".

WITNESSETH:

WHEREAS, the parties have negotiated an understanding concerning working conditions of the unit named herein,

NOW THEREFORE in consideration of mutual covenants and practices, the parties agreed as follows:

ARTICLE I
RECOGNITION

A. The Board hereby recognizes the Union as the exclusive and sole representative for collective bargaining negotiations concerning the terms and conditions of employment for the following personnel:

Janitors
Clerks
Matrons
Maintenance

B Nothing contained herein shall be held to limit the right of the Board to reduce the number of employees whenever in the judgement of the Board it is advisable to abolish such positions for reasons of economy or because of reduction in the number of pupils or of change in the administrative or supervisory organization of the school district or for other good cause upon compliance with the provisions of Article 18A.

Article II

NEGOTIATION OF SUCCESSOR AGREEMENT

The parties agree to enter into collective negotiations over successor Agreement in accordance with Chapter 303, Public Laws 1968, in good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than November 1 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all members of the bargaining unit, be reduced to writing, be signed by the Board and the Union, and be adopted by the Board and Local No. 560.

Article III

MANAGEMENT PREROGATIVE

The Board of Education at all times shall have the sole and exclusive right to manage, plan, direct, conduct, control, supervise, administer and execute its business. All the authority, powers and prerogatives held by the Board prior to the signing of this agreement whether or not listed herein are retained by it. The enumeration in this agreement of certain rights shall not be construed to deny or disparage others, and nothing herein contained shall be construed to limit or restrict the Board's right to make and carry out decisions and determinations relating to operating efficiency, office and shop procedures and systems, the maintenance of order, the number and type location of schools, quality and quantity of programs, projects, schedules of production, methods, processes and means of production, types and sources of materials and supplies, disposition of products and services, standards of quality; the establishment or elimination

ARTICLE III - MANAGEMENT PREROGATIVE - co d

of departments, security, safety, and school protection. The right of the Board to hire, promote, advance, compensate, transfer and lay-off employees and to discharge and discipline them for cause shall be absolute, except as it is expressly modified by the term of this Agreement, as allowed and held within the confines of the law.

ARTICLE IV

WAIVER

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly and mutually agreed to and executed by both parties.

ARTICLE V

CO-OPERATION

A. When required to do so the Union agrees to co-operate with the Board in order to attain the objective of assuring a full day's work by all employees represented by the Union.

ARTICLE VI

DISCRIMINATION

The Board will not interfere with, restrain, or coerce the employees because of membership or lawful activity in the Union, nor will it, by discrimination in respect to hire, tenure of employment or any term or condition of employment attempt to discourage membership in the Union.

ARTICLE VII

UNION REPRESENTATION

A. The Board recognizes the representatives of the local Union's officers as listed below in connection with any problems in their appropriate jurisdiction which may arise between the Board and the Union under this agreement:

President
Vice-President
Secretary-Treasurer

Article VII - UNION REPRESENTATION - cont'd

Recording Secretary
Business Agent
Steward

The "employer" further recognizes these limitations upon the authority of shop stewards and their alternates, and shall not hold the "union" liable for any acts of the stewards and their alternates not so authorized by the "union" or by the officers and agents thereof, provided that in case of such unauthorized actions, the "union" shall promptly and openly repudiate such actions and so notify the "employer", in writing, and shall promptly order its members to return to work and/or to cease and desist from any unauthorized interference with the employer's business.

- B. The Union within thirty (30) days after the signing of this agreement will notify the Board in Writing of the names and titles and jurisdiction of the Stewards and Local No. 560 officers who have been authorized to act in behalf of the Union and its business with the Board. The Union will notify the Board in writing of any changes within ten (10) days of the change. The Board will recognize and deal with only those officers or representative of Local No. 560 Union whose names have been submitted to the Board by the Union previously in accordance with this contract.
- C. The Grievance Committee, as designated by the Union shall be permitted to attend Step III Grievance Conferences. Union Officers are not authorized to process grievances nad Stewards and Union Officers are not allowed any time during their working hours for the transaction of Union Business, except Stewards, who are the only representatives of the Union who shall have the authority to represent the Union in processing grievances in Steps I and II after classes when all schools have been let out at the regularly scheduled time.
- D. To be eligible as a Steward, an individual first must have his name on the Tenure list and must be working for the school system as a regular employee.
- E. A Steward will be permitted to leave his place of work for not more than fifteen (15) hours in any calendar month to handle grievances in accordance with the Grievance Procedure set forth herein. Any time spent by a Steward before or after his regular working hours in handling or discussing grievances, shall not be counted against such fifteen (15) hours nor be paid by the Board. One Steward only will participate in the handling of a grievance in the first and second steps of the Grievance Procedure. Stewards shall not transact any Union business during their Working hours.
- F. When it becomes necessary for a Steward to leave his job for the purpose of handling a grievance, he shall report his destination and purpose to his supervisor and request a labor relations Grievance Pass. The Supervisor shall sign and issue the Pass after noting thereon the Steward's name, time of issuance, if the Steward and employee asserting the grievance work for different Supervisors,

Article VII - UNION REPRESENTATION - Cont'd

the Steward shall present his signed pass to the grievant's Supervisor upon entering the Supervisor's jurisdiction and shall state his business and the name of the grievant. The Supervisor of the grievant shall sign the pass then, and also later when the Steward leaves, noting thereon the time of the Steward's arrival and departure. Before returning to his job the Steward shall deliver the pass to his own Supervisor who shall make the time on the pass, sign it, and furnish the Steward with a duplicate copy thereof. The original pass shall be retained by the Board, provided the safety of the school building or property is not in jeopardy

Article VIII

GRIEVANCE PROCEDURE

A grievance is defined as any dispute concerning the interpretation, application, and/or enforcement of this Agreement.

- A. A grievance arises on the date the employee affected becomes or is made aware of the existence of the grievance. In the event of a settlement or ruling which results in a determination of monetary liability on the part of the Board such liability shall not extend for more than thirty (30) Working days prior to the date the grievance was first presented in writing.
- B. All grievances must be presented within five (5) Working days after arising and failure to report a grievance within such time shall be deemed a settlement thereof.

STEP I

Any employee or any one of a group of employees having a grievance shall submit the same orally to his immediate Supervisor as designated by the Board. The employee shall elect whether to have the Steward present or not at the oral presentation. Within two (2) Working days the immediate Supervisor shall inform the grievant and the Steward having jurisdiction of his decision.

STEP II

- A. If the grievance is not adjusted satisfactorily to the Union upon the oral presentation, it shall be reduced to Writing by the Union on a form to be supplied by the Board. The facts of the grievance shall be detailed clearly and concisely, and the relief requested shall be set forth. The completed form shall be signed by the Steward having jurisdiction and the employees aggrieved. Within Five (5) Working days after the Step I decision, the Union shall deliver

Article VIII - GRIEVANCE PROCEDURE - Cont'd

the written grievance and a true copy thereof to the employee's immediate Supervisor. Failure by the Union to deliver the Written grievance within the five (5) Working days specified shall be deemed a settlement of the grievance. The Supervisor handling the Step II grievance shall give his decision in Writing within five (5) Working days after the grievance is presented to the Immediate Supervisor.

- B. Grievance not disposed of to the satisfaction of the Union in Step II must be taken up by the Union at the first regular Step III Conference held after the Board's Step II decision was received by the Steward. The decision reached in Step II shall be final and binding unless the particular grievance is presented by the Union at the regular Step III Conference.
- C. Regular Step III Conference shall be held at least once a month. At such conference the Board shall be represented by its Labor relations designees namely, the Business Administrator and the Superintendent of Schools or their designees. The Union shall be represented by its Grievance Committee, as officially designated. Within seven (7) calendar days after a grievance has been presented at a Step III Grievance Conference; the Board's designated Labor Relations Committee will send its written disposition of the grievance by registered mail to the Local No. 560 business office. Grievance other than those of individual employees or groups of employees shall be presented in writing by the Union, in the first instance, at the regular Step III Grievance Conference.
- D. Any grievance or dispute arising out of, or relating to the construction or application of any provision of this Collective Bargaining Agreement, not satisfactorily settled in Step III, may be submitted to Arbitration, in which event the procedure shall be as follows:
1. Within five (5) working days after the date of written disposition thereof in Step III, the Business Agent or his designee of the Union shall notify the Board of Education or its designee in writing that the Union desires to refer the matter of Arbitration. The written notice shall set forth also the specific nature of the matter to be arbitrated, and shall designate the paragraph (3) of this agreement affected. The grievance appealed to arbitration must be the same as that finally submitted in Step III and may not be altered or amended.
 2. Within seven (7) calendar days after notice of appeal is received by the Board of Education or its designee, he shall meet with the Business Agent or his designee of the Union and the two (2) parties shall choose an impartial arbitrator to hear the matter of appeal.
 3. If the two (2) parties are unable to agree upon an impartial arbitrator within one (1) calendar day, the Union and the Board within ten (10) working days thereafter must request the director (PERC) to appoint an impartial arbitrator.
 4. If the Union fails to comply with any of the provisions above within the times specified, the matter at issue shall be deemed settled on the basis of the Step III decision.

5. The impartial arbitrator shall not have the power to add to or subtract from or modify any of the terms of this agreement or any agreement supplemental hereto nor to pass upon any controversy arising from any demand to change any wage prevailing at this time.
6. The decision of the impartial arbitrator shall be final and binding and shall conclusively determine the subject of the arbitration for the duration of this agreement.
7. It is the intent of the parties that the impartial arbitrator shall render his decision within twenty (20) days from the date that all pertinent data has been submitted to him, unless such period is extended by agreement of the Board and the Union.
8. The fees and expenses of the impartial arbitrator and the rental of quarters in which the arbitration matter is heard shall be shared equally by the Board and the Union. All other expenses shall be the obligation of the party incurring them.

Article IX

EMPLOYEE RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Union and its affiliates, his participation in any activities of the Union and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employee hereunder shall be deemed to be in addition to those provided elsewhere.
- C. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- D. Whenever any employee is required to appear before the Business Administrator or his designee, Board or any committee, member,

Article IX - EMPLOYEE RIGHTS - Cont'd

representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his office, position or employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Union present to advise him and represent him during such meeting or interview. Any suspension of a employee as a result of any formal charge shall be with or without pay as determined by the Board of Education until the time of determination of the charge. In the event the time of determination of the charge. In the event the employee is ultimately exonerated of the charge, the employee shall be made whole retroactive to the day of suspension.

- E. An employee shall be prevented from wearing pins or other identification of membership in the Union or its affiliates.

Article X

UNION

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning and including but not limited to: a register of certificated personnel, proposed budgetary requirements and allocations, when available, and minutes of all Board meetings.
- B. Whenever any representative of the Union or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conference, or meetings, he shall suffer no loss in pay.
- C. Representatives of the Union and the International Union shall be permitted to transact official Union business on school property at all reasonable times, provided that permission is first obtained from the Business Administrator. Permission shall not be arbitrarily refused.
- D. The Union and its representatives shall have the right to use school buildings at all reasonable hours for meetings, provided prior approval shall be first obtained from the Business Administrator.
- E. The Union may have the reasonable use of the inter-school mail facilities and mail boxes.
- F. A Bulletin Board shall be made available to the Union for the posting of Union notices which have received prior approval by the Business Administrator. Such Bulletin Board shall be located in readily accessible areas. Such approval shall not be arbitrarily refused.
- G. The Board agrees to furnish to the Union information concerning any changes or innovations in existing programs thru letter form, pertaining to working conditions, fringe benefits, and salary guide prior to implementation.

ARTICLE XI

WORK YEAR

Shall be from July 1 through June 30th.

Article XII

HOURS OF WORK

A. Clerks

Monday through Friday. The normal working day shall be six and one-half ($6\frac{1}{2}$) hours and the normal working week shall be thirty-two and one-half ($32\frac{1}{2}$) hours. Summer hours (School closing) shall be five and one-half ($5\frac{1}{2}$) hours daily as designated by that Superintendent of Schools.

B. Janitors

Monday through Friday. The normal working day shall be eight (8) hours and the normal working week shall be forty (40) hours except only janitors where normal working hours go beyond six (6) P.M. should be seven and one-half ($7\frac{1}{2}$) hours per day and the work week shall be thirty-seven and one-half ($37\frac{1}{2}$) hours.

C. Janitors assigned to Stadium effective July 1, 1981. Article XII - Schedule B - Article A - shall be called Stadium Maintenance Man, under the jurisdiction of the High School, and shall be paid in the same manner as the Maintenance Guide. \$300.00 for Head Stadium Maintenance Man.

Helper - straight maintenance pay - under jurisdiction of the High School Principal (must also do janitorial duties in the high school, which include Locker Rooms, Showers, etc.). When raining, men must work in the High School on other duties, when weather is fair their duties are Stadium Grounds first.

Summer hours - Article XII - Section B - Article A - Janitors and Maintenance Department summer hours, commencing the last day of school until the first day of school in September, School Calendar shall read - Report 7:00 A.M. to 3:00 P.M. - half hour lunch. Night Shift shall begin at 2:00 P.M. to 9:30 P.M. - half hour lunch.

D. The employees shall work one-half day sessions when approved by the Board for other employees for Thanksgiving, Christmas and Easter. One-half day session shall end at 1:00 P.M.

Article XIII

REPORTING TIME

A. Employees reporting for work at the scheduled starting time on the normally scheduled work day shall be given their daily pay for the specific daily hours set forth in Article XII at their basic rate for that day.

Article XIII - REPORTING TIME - Cont'd.

- B. Employees reporting for work scheduled for them on Saturday and Sunday shall be given at least four (4) hours of work, or a minimum of four (4) hours of pay at time and one-half rate.

Article XIV

BREAK TIME

Employees shall be granted a fifteen (15) minute coffee break in the morning between 9:30 A.M. and 9:45 A.M. and a coffee break in the afternoon between 2:30 P.M. and 2:45 P.M. with pay at their basic rate.

Article XV

EMPLOYMENT

- A. Upon initial employment, each employee shall be placed on his proper step of the salary schedule.
- B. Previously accumulated unused sick leave days will be restored to all returning employees, who return within five (5) years.

Article XVI

SALARIES

- A. The salaries of all employees covered by this agreement are set forth in Schedules attached hereto and made a part hereof.
- B. When pay day falls on or during a school holiday, vacation, or weekend, employees shall receive their paychecks on the last previous working day.
- C. Tardiness docking will be applied to the nearest quarter hour in accordance with the following: if an employee is late from one (1) to fifteen (15) minutes beyond the employees arrival time, the employee shall be docked one fourth (1/4) of an hours pay.
- D. Longevity allowance shall be granted as set forth on Salary Schedule - Exhibit A. Longevity shall be defined as the total service of an employee in the Garfield School System as shown on the employee's personnel records as maintained by the Board.

Article XVII

OVERTIME

Time and one-half shall be paid for all work performed in excess of their specific daily hours as set forth in Article XII in any one normal working day and for all time work in excess of their specific weekly hours as specified in Article XII in any normal work week. Time and one-half shall be paid for all work performed on Saturday and Sunday.

Article XVIII

OVERTIME DISTRIBUTION

The Board will make every reasonable effort to distribute overtime equally among employees qualified to perform work covered by their classification in each work assignment group or section of a department. Members of the bargaining unit shall not unreasonably refuse overtime.

Article XIX

HOLIDAYS

A. Subject to rules, regulations, and limitations specified below, Members of the bargaining unit shall be granted their specific daily hours as set forth in Article XII straight time pay at their basic rate for each of the following holidays not working during the year. Within provision does not apply to cafeteria workers.

New Year's Day	Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving Day
Good Friday	Friday after Thanksgiving Day
Easter Monday	Feast Of The Immaculate Conception
Ascension Day	Christmas Eve
Memorial Day	Christmas Day
Independence Day	New Year's Eve
Labor Day	Martin Luther King Day
Columbus Day	

Convention close-down as prescribed by law (All Personnel)

Title 18A:31-2

- B. Employees scheduled to work on any holiday herein (as observed) shall receive straight time their basic rate for all hours worked plus their specific daily hours as set forth in Article XII straight time their basic rate in lieu of holiday pay. Any holiday, listed herein, which may fall on Saturday or Sunday and is not coincidental with school closing, the Board shall grant (1) day's pay at straight time the basic rate of all employees affected.
- C. Any work undertaken by employees pertaining to Athletic Activities or contests shall be paid at a fixed fee for the job as per schedule set by the Board of Education.
- D. Except when assigned to check all schools for the purpose of safety coverage during holiday close-down at no extra compensation.

Article XX

VACATION SCHEDULE

LOCAL 560 TEAMSTERS UNION

EMPLOYMENT

VACATION TIME ALLOWED

1st Year	a day a month - up to 10 months.
2nd to 5th Year	10 working days
Completion 5 years until June 30th of that year you shall be entitled to:	15 working days
Beginning 6th to 10 Years	15 working days
Beginning 11th year	15½ days
12th year	16
13th year	16½
14th year	17
15th year	17½
16th year	18
17th year	19
18th year	20
19th year	21
20th year	22
21st year	23
22nd year	24
23rd year	25
24th year	26
25th year & over	27

All employees who have more than three (3) weeks vacation, must request the extra days after Summer Vacation (Three (3) weeks maximum-Summer Vacation), which will be designated as "floating time." at the descretion of your immediate Supervisor, and subject to the approval of the Board of Education. AS PER CONTRACT.

ARTICLE XX

VACATIONS

- A. All new Members of the bargaining unit shall be entitled to one vacation day per month until 10 months of employment and then be entitled to vacation as set forth below.
- B. Members of the bargaining unit on the Board of Education payroll who has one (1) year of service up to and including five (5) years of service shall receive ten (10) working days vacation with pay each year at his basic rate at the time his vacation is due. After completion of five (5) years service, employee shall receive fifteen (15) working days until tenth (10) year.
- C. Members of the bargaining unit shall receive one-half (1/2) day added to their vacation from the 11th thru the sixteen (16) years, total 18 days.
- D. Members of the bargaining unit on the Board of Education payroll who has 17 years of service shall be granted one day per year until they have completed the 25th year and receive a maximum of twenty-seven (27) days vacation after 25 years. Employees who are eligible to receive (20) working days vacation shall, however, have one of the weeks designated as a "floating week" which means that said one week shall be scheduled to taken as a vacation week at the discretion of the employee's immediate supervisor and subject to approval of the Board.
- E. Members of the bargaining unit who are eligible to receive 27 working days vacation shall however have both weeks designated as "floating weeks" which means that said weeks shall be scheduled to be taken as vacation weeks at the discretion of the Member's of the bargaining unit immediate supervisor and subject to approval by the Board.
- F. Members of the bargaining unit having greater seniority shall be given preference in the selection of Vacation schedules, where consistent with the work schedule.
- G. Any Member of the bargaining unit eligible for vacation whose employment is terminated for any reason whatsoever shall receive his vacation pay in accordance with the amount of compensated hours he has received during the regularly scheduled vacation pay.

Article XXI

SICK LEAVE

- A. Members of the bargaining unit holding any office, position, or employment who are protected by tenure in their office, position, or employment, shall be allowed sick leave with full pay for a minimum of twelve (12) school days in any school year, as provided under Chapter 30, Article I, and its sub-paragraphs of the New Jersey Statutes Title 18 A, as may be amended from time to time. Cafeteria workers shall be allowed sick leave with full pay for a minimum of six (6) working days in any school year.

Article XXI

TERMINAL LEAVE UPON RETIREMENT

Commencing July 1, 1972 - 12 sick days yearly

Paid 1/4 days

<u>YEAR</u>	<u>ACCUMULATED SICK DAYS</u>	<u>ENTITLED FOR YEAR</u>	<u>UPON RETIREMENT QUARTER DAYS PAID</u>
July 1, 1972	12	3	3
July 1, 1973	24	3	6
July 1, 1974	36	3	9
July 1, 1975	48	3	12
July 1, 1976	60	3	15
July 1, 1977	72	3	18
July 1, 1978	84	3	21
July 1, 1979	96	3	24
July 1, 1980	108	3	27
July 1, 1981	120	3	30

Commencing July 1, 1982 according to contract you will be entitled to 1/2 of your sick days with pay.

July 1, 1982	132	6	36
July 1, 1983	144	6	42
July 1, 1984	156	6	48
July 1, 1985	178	6	54
July 1, 1986	190	6	60

* To Get Terminal Leave Moneys-

Divide your annual salary by 260 days, to get your days pay. Multiply your days total that you are entitled to by your days pay, and you will have the amount of money you are entitled to.

BE IT RESOLVED, by the Garfield Board of Education, that the attached Addendum on Terminal Leave Pay be and is hereby incorporated in the Agreement between the Board of Education and the Teamsters Union Local 560 and made part of, effective July 1, 1984.

Lucian Soriano

Michael Miskiv
Anthony De Marco

RECORD OF VOTE

	AYE	NAY	EXC	ABS	N.V.
MISKIV, M.	✓				
KULIG, K.	✓				
AMCS, R.	✓				
KUPEC, M.	✓				
BRODHEAD, L.	✓				
PEPPERKORN, S.	✓				
DE MARCO, A.	✓				
PIZZICHETTA, S.	✓				
PERRAPATO, C.J.	✓				

EXC - EXCUSED

ABS - ABSENT

N.V. ABSTENTION

DATE June 1984

RESOLUTION NO. 7

XXI TERMINAL LEAVE PAY

Attached addendum Terminal Leave Pay upon retirement.

COMMENCING JULY 1, 1972 - 12 Sick Days Yearly
(PAID $\frac{1}{2}$ DAYS)

<u>YEAR</u>	<u>ACCUMULATED SICK DAYS</u>	<u>ENTITLED FOR YEAR</u>	<u>UPON RETIREMENT DAYS PAID</u>
July 1, 1972	12	6	6
July 1, 1973	24	6	12
July 1, 1974	36	6	18
July 1, 1975	48	6	24
July 1, 1976	60	6	30
July 1, 1977	72	6	36
July 1, 1978	84	6	42
July 1, 1979	96	6	48
July 1, 1980	108	6	54
July 1, 1981	120	6	60
July 1, 1982	132	6	66
July 1, 1983	144	6	72
July 1, 1984	156	6	78
July 1, 1985	168	6	84
July 1, 1986	180	6	90
July 1, 1987	192	6	96
July 1, 1988	204	6	102
July 1, 1989	216	6	108
July 1, 1990	228	6	114
July 1, 1991	240	6	120
July 1, 1992	252	6	126
July 1, 1993	264	6	132

- D. A terminal leave pay plan shall be instituted. Member of the bargaining unit entitled to a retirement pension shall receive as part of their last year's salary an additional amount equivalent to 50% of their salary in their last year of employment for each accumulated unused sick leave day accumulated since July 1, 1972, provided the retiree submits notification to the Board no later than November 30th of the given school year. In the event said notice is not given by November 30th, the terminal leave pay shall be paid in a lump sum amount at the end of the given school year at the same rate as heretofore set forth and this lump sum payment shall not be included as salary. Commencing July 1, 1972, Members of the bargaining unit shall receive 50% of their unused sick days for terminal leave not to exceed a total sum of \$7,500.00.
- E. Sick Day accumulation should be sent to the employees in October payroll, once a year.
- F. Addendum to Article XXI

Eligible employees who have 10 years or more of service in Garfield School System upon retirement have an option to utilize sick days accumulated since 1972 in the following manner:

1. Payment of one (1) lump sum for days accumulated since 1972. The percentage of days paid 50 per cent unused sick days as of 1972.
2. Terminal Leave taken off as sick days before retirement as per accumulated days entitled to no more than 50% since 1972.
3. Those who have accumulated days over 30 years of service shall be granted ~~50~~ 60% of the unused days.

ARTICLE XXI - TERMINAL LEAVE UPON RETIREMENT
COMMENCING JULY 1, 1987 - HEALTH BENEFITS

G. Chapter 88 - Covering retirees under Chapter 88, the Board shall cover full premium with at least 25 years of service in New Jersey.

The law shall be effective January 1, 1987, which will cover all Personnel with certification, and all other employees.

Article XXVIII - INSURANCE PROTECTION - Cont'd

2. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve month period commencing July 1st and ending June 30th. When necessary, payment of premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
3. The Board shall provide dental care insurance protection presented by the N.J. Dental Service Plan, Inc., and shall pay the single employee premium for each employee.

A. Dental Plan

Effective January 1, 1981, the Board shall provide the UCR II - Dental Care Insurance, protection presented by the N. J. Dental Service Plan, Inc., and it shall pay the single employees premium for each employee.

- B. Effective July 1, 1981, the Board shall provide, where requested, additional coverage up to and including full family coverage, under the above Dental Insurance Plan. The employee shall pay one-half of the additional premium for the requested coverage in excess of the single employees premium.
4. Prescription Plan - effective July 1, 1982, the Board shall provide each employee with Union prescription service, Prescription Plan on a \$1.00 Co-Payment basis. The employee shall pay one-half of the additional premium for the requested coverage in excess of the single employees premium.

Article XXIX

DEDUCTION FROM SALARY

A. Union Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees due for the Union as said employee individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N. J. Public Laws of 1969 (NJSA 52:14-15 9a) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Union by the 15th day of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
2. The union named above shall certify to the Board in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

Article XXVIII - INSURANCE PROTECTION - Cont'd

2. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve month period commencing July 1st and ending June 30th. When necessary, payment of premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
3. The Board shall provide dental care insurance protection presented by the N.J. Dental Service Plan, Inc., and shall pay the single employee premium for each employee.

A. Dental Plan

Effective January 1, 1981, the Board shall provide the UCR II - Dental Care Insurance, protection presented by the N. J. Dental Service Plan, Inc., and it shall pay the single employees premium for each employee.

- B. Effective July 1, 1981, the Board shall provide, where requested, additional coverage up to and including full family coverage, under the above Dental Insurance Plan. The employee shall pay one-half of the additional premium for the requested coverage in excess of the single employees premium.

4. Prescription Plan - effective July 1, 1982, the Board shall provide each employee with Union prescription service, Prescription Plan on a \$1.00 Co-Payment basis.

Article XXIX

DEDUCTION FROM SALARY

A. Union Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees due for the Union as said employee individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N. J. Public Laws of 1969 (NJSA 52:14-15 9a) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Union by the 15th day of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
2. The union named above shall certify to the Board in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

Article XXIX - DEDUCTION FROM SALARY - Cont'd

3. The Board shall provide payroll deductions from employees salaries for savings plan and loan payment plan to the Credit Union. Said deductions may be instituted annually either in September, or February of the school year.

Article XXX

MISCELLANEOUS PROVISIONS

- A. This Agreement constitutes Board & Union policy for the term of said Agreement, and the Board and Union shall carry out the commitments contained herein and related to this Agreement and give them full force under applicable law and shall not be modified in whole or in part by the parties except in writing duly executed by both parties.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- C. Any individual contract between the Board and an individual employee shall be subject to and consistent with the terms and conditions of the Agreement. If any individual contract contains language inconsistent with this Agreement, this Agreement shall be controlling.
- D. The Board and the Union agrees that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfers, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.
- E. This Agreement shall be duplicated and presented to all employees of the Board.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter at the following addresses:
 1. If by Union, to the Board of Education
at 125 Outwater Lane, Garfield, New Jersey
 2. If by Board, to the Union through Shop Steward
at his school

OTHER EMPLOYEES PERFORMING

CLERICAL, JANITORIAL, AND MAINTENANCE DUTIES

- A. It is agreed that the two Attendance Officers although not members of the Bargaining Unit, shall be permitted to functionally perform clerical duties when assigned by the Board prejudice, provided said assignment should not be in the positions being held by members of the Bargaining Unit.
- B. It is agreed that the Superintendent of Maintenance, Foreman of Maintenance, and the Superintendent of Custodians, although not members of the Bargaining Unit, shall be permitted to functionally perform maintenance and custodial duties respectively, when assigned by the Board without prejudice.

ARTICLE XXXII

DURATION OF AGREEMENT

A. This agreement shall be effective as of July 1, 1987, and shall continue in effect until June 30, 1990, subject to the Union's right to negotiate over a successor Agreement as provided in Article II. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement, to be signed by the President of the Board of Education, attested by the Secretary of the Board of Education and the Secretary-Treasurer of the Union, and their corporate seals to be placed hereon, all on the day and year first above written.

TEAMSTERS UNION - LOCAL 560

GARFIELD BOARD OF EDUCATION

By _____

Delegate

President

Date

Secretary

Date

WITNESS BY: _____

DATE: _____

SCHEDULE A

Board of Education

Local 560 Teamsters

<u>SCHEDULE CODE</u> <u>Beginning</u>	<u>LONGEVITY</u>	<u>ADDED TO SALARY</u>		<u>(SERVICE TIME TO GARFIELD BOARD OF EDUCATION ONLY)</u>	
		<u>1987</u>	<u>1988</u>	<u>1988</u>	<u>1989</u>
A	15 Years	325	400	400	475
B	20 Years	575	650	650	725
C	25 Years	725	800	800	875
D	30 Years	825	900	900	975
E	35 Years	975	1050	1050	1125
F	40 Years	1075	1150	1150	1225
G	45 Years	1575	1650	1650	1725
H	50 Years	2075	2150	2150	2225

CREDIT FOR MILITARY SERVICE

J	1 year Military Service
K	2 years " "
L	3 " " "
M	4 " " "
N	\$ 100.00 M.A. License Electricity Included Salary
P	\$ 100.00 Fireman License while in force
Q	\$ 200.00 for Night Shift High School while assigned
R	\$ 550.00 as Head Janitor High School while assigned
S	\$ 550.00 as Night Foreman High School while assigned
U	\$ 150.00 Elementary Lunch Program per contract
Y	\$ 300.00 Head Janitor Elementary & Stadium while assigned
Z	\$ Maintenance pay for Janitors in Stadium while assigned
i	\$ 500.00 Bus Supervisor included in Salary

CLERKS SCHEDULE A

- Section I A Administrative Assistant
 A-1 Business Office
 A-2 Superintendent's Office
- SECTION II A A-1 Bookkeeper/Secretary Business Office
 A-2 Computer/Bookkeeper Secretary and Accounts
 Payable Business Office
 A-3 Secretary in the Superintendent's Office
- SECTION III A Secretaries - High School
 A-1 Main Office
 A-2 Main Office/Nurse/Attendance/Guidance/Disciplinarian
 A-3 Guidance Department
 A-4 Secretary in the Child Study Team
- SECTION IV A Stock Clerk
- SECTION V Clerk Typist, Principal Aides Elementary Schools - 10 Months
- SECTION VI Clerk Typist - 12 months

CLERKS SCHEDULE A

Classification and Job Description:

- A. New employees to qualify for the new positions must have the following skill requirements:

Qualifications:

A test shall be administered for the qualification by officer in charge of the office.

1. Administrative Assistant/Secretaries

Shorthand Speed . . . 80 w.p.m.
Typing Speed . . . 60 w.p.m.

Skills:

Filing
Answering phones

Operation of:

Stencil Cutting Machine
Duplicate Copiers
Mimeograph Machine
Calculator

Duties

Such duties as assigned by immediate supervisor in areas assigned to, as required.

2. Clerk-Typist

Typing 55 w.p.m. minimum

Skills:

Filing
Aswering telephones

Operation of:

Stencil Cutting Machine
Duplicate Copiers
Mimeograph Machine
Calculator

Duties

Such duties as assigned by immediate supervisor in areas assigned to as required.

Promotion

Seniority shall be defined as the total service of an employee in the Garfield School System as indicated on his/her occupational card on file with the Board.

In the event the Board should elect to fill a vacancy by promotion, it shall have the right to select the employee who is most qualified. In the event, however, that two or more employees are equally qualified, then the Board shall select the most senior employee to fill the vacancy.

1. In case of emergency absenteeism, any Clerk can be put into any of these categories to fill in.
2. After two weeks, they shall be paid in the category they are filling in.
3. In case of retirement, or any other reason a person leaves, the slot shall be filled in by other clerks, if they qualify.

All promotions for any position shall be posted. If no one qualifies for the position, the Board of Education shall hire a new employee who does qualify.

CLERKS - SCHEDULE A

SECTION I - A

- Administrative Assistant
1. Business Office
2. Superintendent's Office

ADMINISTRATIVE ASSISTANT

	<u>1987-88</u>	<u>1988-89</u>	<u>1989-80</u>
1	19,932	21,527	23,249
2	20,276	21,898	23,650
3	20,833	22,500	24,300
4	21,803	23,547	25,432
5	24,734	26,710	28,846

SECTION II

- A. Secretary/Bookkeeper - Business Office
B. Secretary/Accounts Payable/Computer Operator - New Position - Business Office
C. Secretary/Superintendent's Office

	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
1	19,127	20,657	22,310
2	19,436	20,971	22,649
3	19,914	21,507	23,228
4	20,363	21,992	23,751
5	23,559	25,444	27,480

SALARY SCHEDULE (Continued)

SECTION III

A. High School Principal's Office

SECRETARY - HIGH SCHOOL

	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
1	18,587	20,074	21,680
2	18,896	20,416	22,049
3	19,374	21,024	22,706
4	19,823	21,409	23,122
5	23,019	24,861	26,850

SECTION IV

STOCK CLERK

	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
1	23,300	25,164	27,177
2	23,762	25,663	27,716
3	24,224	26,132	28,225
4	23,863	26,852	29,000
5	27,199	29,375	31,725

SECTION V

PRINCIPAL AIDES - Elementary Schools - 10 Months

	<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
1	12,868	13,897	15,009
2	13,227	14,285	15,427
3	13,582	14,669	15,811
4	13,926	15,040	16,243
5	16,302	17,606	19,014

SECTION V

PRINCIPAL AIDES - Elementary Schools - 10 Months

<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
1 12,868	13,897	15,009
2 13,227	14,285	15,427
3 13,582	14,669	15,811
4 13,926	15,040	16,243
5 16,302	17,606	19,014

4. Duties of Clerks - Principal Aids

1. Hrs. of Work - $6\frac{1}{2}$ hrs. a Day -- $32\frac{1}{2}$ Hrs. a Week.

8:00 A.M. to 12:00 Noon - 12:00-12:30 Lunch - 12:30 P.M. to 3:00 P.M.

2. Days of Work - Sept. 1 to June 30 Each Year. -- 10 Months Annually.

1. Holidays - same as Teachers Calendar.

2. Personal Days - 2 a year.

Fringe Benefits According to Contract:

1. Accumulated Sick Days - 10 Days a Year.

2. Terminal Leave - based on 10 days a year upon retirement.
50% of unused sick days.

Union Dues - Shall be taken out double in May & June to cover
July and August while on Summer Vacation.

SALARY SCHEDULE (Continued)

SECTION VI

CLERK TYPIST - 12 Months

<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
1 16,664	17,997	19,437
2 17,128	18,198	19,654
3 17,587	18,994	20,514
4 18,036	19,479	21,137
5 21,113	22,802	24,626

SCHEDULE B - CLASSIFICATION OF DUTIES OF JANITORS AND MAINTENANCE

1. A. Any new employee will be hired on a probation period of ninety (90) days, at the starting rate of the Salary Guide, without fringe benefits. Shall be covered by workmen's compensation.
- B. After ninety (90) days of employment, they shall receive all benefits according to the first step of the contract.
- C. 1) Any new Janitor and Maintenance Man hired shall attend Boiler School to obtain a Black Seal License to fire boilers in the public schools. Boiler Schools are in attendance in January and September. When hired, they shall attend to the nearest date. Candidates shall attend each available class until their successful completion thereof.
- 2) Employees in the school system shall be given priority for all vacancies or new positions available for promotions as they occur or become available, and shall be posted on the bulletin board provided for herein. (All Schools)
- 3) New janitors shall start in the High School on the night shift. Presently employed janitors at the High School shall have preference for the Grammar School positions.
- 4) Promotion to Maintenance Department
Custodians with at least three (3) years experience in any category of Maintenance shall have preference to be promoted to Maintenance Department, if there is an opening, any so promotion shall be paid in accordance to the same step in salary of the maintenance related work as set forth and described in the title Janitor Class III Maintenance Department as the step previously occupied by him on the Janitor Salary Guide.
If no one qualifies, the Board shall hire a maintenance person to replace the opening, with at least three (3) years experience at the category according to the first step of the Maintenance Salary Guide.

CUSTODIANS SALARY SCALE

<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
1- 19,686	1- 21,261	1- 22,962
2- 20,140	2- 21,758	2- 23,499
3- 20,621	3- 22,271	3- 24,053
4- 21,170	4- 22,863	4- 24,692
5- 24,366	5- 26,315	5- 28,425

MAINTENANCE SALARY SCALE

<u>1987-88</u>	<u>1988-89</u>	<u>1989-90</u>
1- 21,452	1- 23,168	1- 25,021
2- 21,924	2- 23,667	2- 25,560
3- 22,378	3- 24,144	3- 26,046
4- 22,841	4- 24,668	4- 26,641
5- 26,304	5- 28,408	5- 30,681

SCHEDULE B CLASSIFICATION

Titles-Class 1-Janitorial duties
2-Stock Clerk duties
3-Maintenance duties
4-Supervisor of Janitor duties
5-Supervisor of Maintenance
6-Foreman of Maintenance.

Classification:

1. Janitor -Class I

The responsibilities of this position is to perform all cleaning operations necessary to keep the area in a state of cleanliness. It should include security of the buildings, care and control of the heating units, removal of snow, grounds around the schools and minor maintenance work that the janitor is capable of doing.

Their duties should also include other duties in the area of janitorial work assigned to them by the Board of Education, Secretary-Business Manager, Head Custodian and the Principal of the building.

TITLES: Janitors - Class I:

1-Head Janitor in High School
2-Night Foreman in the High School
3-Head Janitor in Grammar School
4-Janitors

Whenever an opening for promotion shall occur, a notice shall be posted at a minimum of 10 days.

Janitors in accordance with qualifications and performance of his work duties. Any such promotion shall be paid in accordance with the same STEP in the salary of the promotion related work as set forth and described in the titles of Janitor Class, as the step previously occupied by him on the Janitor Salary Guide.

TITLES: Janitors - Class II-Stock Clerk:

The position is held by a person who is hired as a JANITOR Class I and assigned to Janitor Class II.

The duties of this position is to be called Stock Clerk, to receive, record, disburse and deliver all stock as per rules and regulations set-up by the Secretary/Business Administrator of the Board of Education, and any assignment regarding clerical work given by the Superintendent and Business Administrator during the course of the day, which includes:

- 1-Inter-school mail, delivery to Board Members, County, attorneys, etc
- 2-Pay check delivery
- 3-Operation of duplicating, stencil, copier machines and any other machine.

TITLES - JANITOR - Class III - Maintenance Department:

1-Maintenance men consist of persons having at least 3 years of outside experience in the following fields:

1. Masonry	5. Painting, spackling repairs
2. Carpenter	6. License fireman, expert in repairs of boiler and plumbing.
3. Plumbing	7. Stadium (landscaping and running machinery, repairing ball fields.)
4. Electrical	

- 1- Maintenance
- 2- Foreman
- 3- Supervisor, experienced in most of the field.

Whenever an opening for promotion shall occur, a notice shall be posted for a minimum of 10 days.

The duties shall be all maintenance work as assigned by the Board of Education Secretary/Business Administrator or Maintenance Supervisor.

TITLES-JANITOR - Class IV - Supervisor of Janitors:

This position shall be called Supervisor of Janitors, and his duties shall be to supervisor all janitors, to perform janitorial work as required, and shall submit a complete report to the Secretary/Business Administrator, whose jurisdiction, janitorial staff is under, and who in all cases is reporting officer of the Board of Education

This position is held by a person who is hired as a janitor in Class I, and appointed to Class IV.

TITLES - JANITOR - Class V - Supervisor of Maintenance:

This position is held by a person who is hired as a janitor in Class I and appointed to Class III. He shall have the experience in most of the fields to qualify, if an opening should occur.

TITLES - JANITOR - CLASS VI - Foreman of Maintenance:

This position is held by a person who is hired as a janitor in Class I and is assigned to Class III. He shall have experience in several fields. If an opening should occur he shall be promoted to Class VI.

This person shall be called Foreman of Maintenance, whose duties are to assist the Supervisor of Maintenance, and to take charge under Supervisor of Maintenance to perform his duties with Maintenance Department title.

THE DUTIES OF ALL THE CLASSES LISTED ABOVE SHALL BE SPECIFIED AND ANY OTHER DUTIES ASSIGNED TO THEM BY THE BOARD OF EDUCATION, SUPERINTENDENT OF SCHOOLS AND PRINCIPALS, WHERE APPLICABLE, IN ACCORDANCE WITH TITLE 18.

SCHEDULE B - CUSTODIANS - MAINTENANCE

1. Safety shoes, at a cost not to exceed \$30.00 a year, purchased where designated by board. Bill shall be forwarded to the Board of Education for payment for Maintenance Department only.
2. Safety glasses should be made available for use when required.
 - A. Janitor assigned as Head Janitor in High School is to receive an additional stipend of \$550.00 while on assignment as Head Janitor - High School.

Janitor assigned as Night Foreman in High School is to receive an additional stipend of \$550.00 while on assignment as Night Foreman - High School.
 - B. \$100.00 shall be granted to all licensed fireman certified under Statue RE 34-7-1 as long as they hold a valid license. (All Janitors shall be licensed.)
 - C. Longevity is for service time Garfield School System only.

<u>SCHEDULE CODE</u> <u>Beginning</u>	<u>LONGEVITY</u>	<u>ADDED TO SALARY</u>		
		<u>(SERVICE TIME TO GARFIELD BOARD OF EDUCATION ONLY)</u>		
		<u>1987</u>	<u>1988</u>	<u>1989</u>
A	15 Years	325	400	475
B	20 Years	575	650	725
C	25 Years	725	800	875
D	30 Years	825	900	975
E	35 Years	975	1050	1125
F	40 Years	1075	1150	1225
G	45 Years	1575	1650	1725
H	50 Years	2075	2150	2225

- D. Head Janitors designated in Elementary School and Stadium shall receive a stipend of \$300.00 per annum.
- E. Janitors assigned to night shift shall receive a stipend of \$200.00 per annum.
- F. Janitors holding a Masters Degree in Electricity - a State License shall receive \$100.00 as a stipend annually.
- G. The Board shall provide two (2) uniforms annually at no cost to the employee and one winter jacket every three (3) years at no cost to employee. The Board agrees to order the uniforms in July of each year. Next jacket 1989
- H. All elementary janitors shall participate in the School Lunch Program. Their duties shall be directed by the Business Administrator, but they will not be required to supervise children. Each elementary school janitor shall receive \$150.00 stipend annually for participating in the School Lunch Program.
- I. Two janitors in Elementary Schools at all times.