

THIS DOES NOT
CIRCULATE

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C O N T R A C T

Between:-

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

Employer,

- and -

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

custodial & maintenance

Union.

Execution Date of Contract: - June _____, 1977.

Hudson

Duration: - July 1st, 1977 through June 30th, 1980.

PROPERTY
of the Board of Trustees
of Rutgers University

1978

RUTGERS UNIVERSITY

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P R E A M B L E

This Agreement entered into this _____ day
of June, 1978 by and between the BOARD OF EDUCATION OF THE CITY
OF BAYONNE, NEW JERSEY, hereinafter referred to as the "Employer",
and LOCAL 2251, AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the
"Union", has as its purpose the promotion of harmonious relations
between the Employer and the Union; the establishment of an
equitable and peaceful procedure for the resolution of differences;
and the establishment of rates of pay, hours of work, and other
conditions of employment.

ARTICLE I.

RECOGNITION AGREEMENT.

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

ARTICLE II.

UNION SECURITY.

- 2.1 The Employer agrees to deduct the Union dues once each month from the pay of those Employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Treasurer by the 15th day of the succeeding month after such deductions are made. This authorization shall be irrevocable during the term of this agreement, or as may otherwise be provided in applicable statutes.
- 2.2 The Employer agrees to submit to the Union, by the 30th day of each month, a list of new custodial employees hired, excluding per diem custodial employees, and their home addresses.
- 2.3 The Employer agrees to permit Officers of the Local Union to enter the premises of the Employer for individual discussion of working conditions

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

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

ARTICLE III.

WORK SCHEDULES.

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

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

3.4 Hourly Schedules:

Assistant Engineers	7:30 A.M. to 4:30 P.M., or hours to be determined at the discretion of the Principal.
Janitors & Janitresses	7:30 A.M. - 4:30 P.M. or hours to be determined at the discretion of the Principal.
Engineers	5:30 A.M. - 1:30 P.M. - Oct.1 - May 31st; 7:30 A.M. - 4:30 P.M. - June 1st - Sept.30th
Shop Personnel	8:00 A.M. - 4:30 P.M.

These hours are inclusive of one (1) hour lunch for janitors and janitresses and one-half($\frac{1}{2}$) hour lunch for shop personnel.

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

3.6 High School and Vocational Head Custodians will be paid an additional One Hundred (\$100.00) Dollars per annum, effective July 1, 1978, raising their total supervisory differential to \$1,000.00 per annum, for the supervisory function they perform.

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

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

(Specifically excluding employees on continuous operations.)

ARTICLE IV

OVERTIME

4.1 Time and one-half ($1\frac{1}{2}$) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:

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

4.2 Employees working on continuous operation shifts shall receive time and one-half ($1\frac{1}{2}$) their regular hourly rate of pay for all work performed on their sixth (6th) consecutive day.

4.3 Time and one-half ($1\frac{1}{2}$) the employee's regular hourly rate of pay shall be paid under any of the following conditions:

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

ARTICLE VCALL-IN TIME

5.1 Any employee who is requested and returns to work during periods other than his regularly scheduled shift shall be paid time and one-half (1½) times their regular hourly rate of pay for such work, and shall be guaranteed a minimum of three (3) hours.

ARTICLE VIINSURANCE

6.1 For the year 1977-78, the Board agrees to continue its policy of paying for the cost of employee coverage for Blue Cross, Blue Shield, Rider J, and Major Medical. In addition, the Board agrees to pay one hundred (100%) percent of the cost of full family coverage. For said year, 1977-78, the Board will add "750 Plan" with individual member's rate (whether for individual or family plan) struck as of September, 1976. Members must pay any increase that occurs thereafter, for the 1977-78 School Year. Per Diem Employees are specifically excluded from inclusion in this insurance coverage.

For the years 1978-79 and 1979-80, the Board agrees to continue paying for the cost of employee coverage for Blue Cross, Blue Shield, "750 Plan", Rider J and Major Medical Coverage. In addition, the Board agrees to pay one hundred (100%) percent for family coverage. Also, the Board will add a "Prescription Plan" and pay the cost of employee coverage; employees will pay for coverage under the Prescription Plan for other than the member-employee, such as full family, etc. Per Diem Employees are specifically excluded from inclusion in this insurance coverage.

6.2 Disability Insurance - Board and Union agree to a Weekly Indemnity

Plan, offered by the Equitable Life Assurance Society of U.S., paying two-thirds(2/3) of insured-employee's weekly earnings, to a maximum of two hundred and fifty (\$250.) Dollars a week, with benefits commencing after thirty-first (31st) day of Disability, and payable for a maximum of one hundred and four (104) weeks for any such disability. (During period of disability prior to start of payments employee shall use accumulated sick days, if employee has sufficient days; if not, deductions shall be made until beginning date of Disability payments. When Disability Payments commence, employee shall be placed on Unpaid Sick Leave, and continued thereon, so long as Payments under said Disability Plan are being made.)

This Plan will be implemented on a contributory basis, with initial cost to the Board of Education of Fifteen Thousand (\$15,000) Dollars a year, and with employees paying balance of the cost on a payroll deduction basis.

Per Diem Employees are specifically excluded from inclusion in this insurance (disability) coverage.

ARTICLE VII

LEAVES OF ABSENCE

- 7.1 Leaves of absence, with pay, shall be provided as follows, except for per diem custodial employees:
- (a) Bereavement pay not to exceed seven (7) consecutive calendar 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 a brother or sister. Two (2) days leave, with pay, in the event of death of other near relatives.
- 7.2 Employees will be granted leaves of absence, without pay, to attend any Union Conventions and Conferences, not exceeding two (2) days per year; Union Officers shall be granted leaves of absence, with pay, to attend any Union Conventions and Conferences, not to exceed two (2) days per year, with prior written consent of the Superintendent of Schools.
- 7.3 Requests for leaves of absence, without pay, for employees appointed to full-time positions with the Union, must be presented to each Board of Education during the term of such office.
- 7.4 Employees appointed to other than full-time public office positions which do not pay salaries as such, will be granted time off from work as necessary in order to fulfill the obligations of their public office, without loss in pay, with prior approval of the Board of Education.
- 7.5 Employees, excluding per diem employees, shall be granted two(2) days personal leave with pay each year, with prior approval of the Superintendent of Schools, or his designee. Personal Business

Leave Days will not be granted either immediately prior to, or immediately following a Holiday, nor will personal business leave days be granted on Fridays or Mondays, nor will they be granted for two (2) successive days, unless the Superintendent approves such days due to extreme hardship.

ARTICLE VIII

SENIORITY

- 8.1 Seniority is defined as an employee's total length of service with the Employer, beginning with his original date of appointment; or in the case of custodial employees under Contract to the Board, then from the date of the original Contract Appointment.
- 8.2 An employee having broken service with the Employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the Employer. Employees hired after the effective date of this Agreement and hired on the same date as other employees will have seniority determined at discretion of the Employer.
- 8.3 In all cases of promotions, demotions, layoffs, recall, vacation schedules, and other situations where substantial employee advantages or disadvantages are concerned, employees with the greatest amount of seniority shall be given preference, provided such employee has the ability to perform the work involved after a reasonable trial period. A reasonable trial period shall be determined by the supervisor. The Employer will be the sole judge of the employee's

ability to perform the work involved. The reasonableness of the trial period shall not be subject to grievance; however, the remainder of this Article remains subject to grievance.

ARTICLE IX

PROMOTIONS AND FILLING OF VACANCIES

- 9.1 The term promotion means the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position, except in the case of temporary assignment (s).
- 9.2 Whenever an opportunity for a promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as a result of the development or establishment of a new job classification, a notice of such opening shall be posted, stating the job classification, rate of pay, and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than ten (10) days.
- 9.3 During this period, employees who wish to apply for the open position may do so. The application shall be in writing and it shall be submitted to the Superintendent of Schools.
- 9.4 The Employer shall fill such job openings or vacancies from among those candidates who have applied and who meet the standards of the job requirements, except that if there is more than one (1) candidate who is qualified for the job, then such position shall be filled by selecting from among those qualified, the candidate with the greatest seniority. In the event that none of the candidates is considered qualified, the candidate may be selected from applicants not employed by the Board.

9.5 Any employee selected in accordance with the procedure set forth above shall undergo a trial period of thirty (30) days, but not to exceed ninety (90) days. If it is found that such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, then such employee shall be restored to his former position and another person selected from among those who applied.

9.6 Any employee seeking a new job position or a transfer shall notify the Superintendent's Office in writing within the three (3) days after the posting of a job opening.

ARTICLE X.

GRIEVANCE AND ARBITRATION PROCEDURE.

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

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

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

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

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

- 10.2 The Union President, or his authorized Representative, may report an impending grievance to the Superintendent of Schools, in an effort to forestall its occurrence.
- 10.3 It is agreed that employees shall, during and notwithstanding the pendency of the grievance, continue to observe all assignments until such grievance and any effect thereof shall have been fully determined; the employee must also continue to observe all applicable rules and regulations of the Board until such grievance has been fully determined.
- 10.4 Any employee shall have the right to present his grievance, via the above procedure, with assured freedom from restraint, interference, coercion, discrimination, or reprisal.
- 10.5 If a grievance affects a group of employees, the Union may process the grievance through all Steps of the grievance procedure beginning with Step 2.

ARTICLE XI.

EXERCISE OF RIGHTS.

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

ARTICLE XII.

TEMPORARY ASSIGNMENTS.

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

ARTICLE XIII.

VACATIONS.

- 13.1 Vacations will be granted during the months of July and August, except for employees under first contract with the Board of Education, at the time requested by the employee during those months. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation periods. However, the Board reserves the right to grant vacations at times other than the months of July and August, when necessary. Members of the Employee Group must submit, in writing, their vacation schedules no later than six (6) months prior to the vacation period.

- 13.2 If a holiday (as set forth under "Holidays" in this Agreement) occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional day.

- 13.3 The Employer will not recall an employee to work during his vacation period.

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

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

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

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

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

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

ARTICLE XIV

SAFETY AND HEALTH.

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

- 14.2 The Board agrees to provide each employee covered by this Agreement with three (3) sets of uniforms each year under Rules and Regulations established by the Board.
- 14.3 The employees shall at all times observe and exercise the highest degree of care for his own safety and that of all persons in the school system.

ARTICLE XV

MANAGEMENT'S RIGHTS

- 15.1 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.
- 15.2 All rights not expressly granted to the Union in this Agreement are hereby reserved by the Employer.
- 15.3 Nothing herein shall alter or deprive any employee rights guaranteed to him by Federal or State Law and all rights enumerated herein.
- 15.4 None of the rights reserved to the Employer shall be exercised in a discriminatory, arbitrary or capricious manner.

ARTICLE XVI

FUTURE NEGOTIATIONS

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

ARTICLE XVII

SALARIES

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

a) For the year July 1, 1977 through June 30, 1978, all contract and tenure personnel shall receive a \$625.00 increase in salary, provided the employee was under contract as of July 1, 1977.

Employees not at maximum shall also receive a \$200.00 increment, provided they have tenure, or are appointed under One-Year Contract, and provided they have worked a minimum of six (6) months during the 1976-77 year. No adjustment for other financial remuneration for 1977-78 will be considered.

b) For the year July 1, 1978 through June 30, 1979, all contract and tenure personnel shall receive a \$625.00 increase in salary. Employees not at maximum shall also receive a \$200.00 increment, provided they have tenure, or are appointed under One-Year Contract, and provided they have worked a minimum of six (6) months during the 1976-77 year. In addition, building engineers will receive an additional \$300.00 and assistant engineers an additional \$150.00, which said additional sum shall be paid so long as they remain in such assignment.

c) For the year July 1, 1979 through June 30, 1980, all contract and tenure personnel shall receive a \$1,000.00 increase in salary.

Employees not at maximum shall also receive a \$200.00 increment, provided they have tenure, or are appointed under One-Year Contract, and provided they have worked a minimum of six (6) months during the 1976-77 year.

Longevity: (for duration of this contract shall be:)

10 to 14 yrs of service	\$200.
15 to 19	\$250.
20 to 24	\$350.
25 to 29	\$450.
30 yrs of service and over	\$550.

MINIMUMS AND MAXIMUMS ARE AS FOLLOWS:

Classification	Minimum 1977-78	Maximum	Minimum 1978-79	Maximum	Minimum 1979-80	Maximum
Janitor/Matron	9,425.	11,025.	10,050.	11,650.	11,050.	12,650.
Assistant Engineer/ Fireman	10,025.	11,625.	*10,800.	*12,400.	*11,800.	*13,400.
Engineer	10,425.	12,025.	*11,350.	*12,950.	*12,350.	*13,950.

*These salaries include, for Assistant Engineer/Firemen, an additional \$150. and for Engineer, an additional \$300., which shall continue to be paid as part of their salary, so long as they remain in such position.

Engineer-in-charge	11,325.	12,925.	12,350.	13,950.	13,350.	14,950.
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(1 in H.S./1 in Voc.)

17.2 Shop Personnel: Salaries for Shop Personnel shall be divided into four classes or categories as follows:

a) Class 1: An appointed apprentice mechanic shall be paid the salary of a janitor, plus Five Hundred (\$500.) Dollars.

b) Class 2: Shop Personnel under Class 2 shall be paid the salary of a janitor, plus One Thousand (\$1,000) Dollars.

Shop employees in this class shall consist of clerks, bus drivers, truck drivers, and shop employees performing other non-tradesmanlike duties.

c) Class 3: Shop personnel under Class 3 shall be paid the salary of a janitor, plus Thirteen Hundred (\$1,300.) Dollars.

Shop employees in this Class shall consist of those employees performing tradesman duties with substantial experience.

d) Class 4: Shop personnel under Class 4 shall be paid the salary of an engineer plus One Thousand (\$1,000.) Dollars. Shop personnel in this class will consist only of persons currently holding this classification.

17.3 Building engineers are required to perform ordinary in-building repairs including boiler room painting and other tradesmanlike duties. A special priority of the engineer will be to reduce energy output. Each building engineer is to submit energy saving recommendations annually to the building principal.

17.4 Promotions by Appointment: Employees being promoted by appointment, including employees being promoted/appointed and assigned to the Repair Department, shall receive the minimum starting salary for the new position/classification. However, in the event that such minimum salary for such new position/classification does not provide to the employee an increase of at least \$200.00, such employee shall

receive a salary providing for a \$200.00 increase in his/her then present salary, unless said new salary would then exceed the maximum for such classification; in which event, the salary would be set at the maximum for such classification.

HOLIDAYS

18.1 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 Christmas or New Year's Day fall on a Saturday, it will be celebrated on Friday. If either of these days fall on a Sunday, they will be celebrated on Monday. If any of the remaining 10 holidays fall on a Saturday or Sunday, these days will be celebrated, by agreement, between the Superintendent of Schools and President of Union Local 2251.

ARTICLE XIX

RETIRING EMPLOYEES

19.1 Retiring employees:- Commencing with employees retiring effective July 1st, 1978, those employees having reached age sixty (60) with twenty (20) years of service, or more, will be eligible to redeem, upon retirement, accumulated sick days at the rate of \$8.50 per day, subject to a maximum payment of \$1,700.00.

19.2 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 XX

GENERAL PROVISIONS

20.1 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 current Rules and Regulations without appropriate prior consultation and negotiation with the designated representatives of the Union.

ARTICLE XXI

DURATION

21.1 This Agreement shall be effective as of July 1st, 1977, and shall continue in effect until July 1st, 1980, subject to the Union's right to negotiate over a successor Agreement as provided by Chapter 303, Public Laws 1968.

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

21.3 This Agreement shall not be extended orally, and it is expressly understood and agreed that it shall expire on the date indicated,

unless extended, in writing, by and between the parties hereto.

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

Attest:

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

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

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

by: Steve J. [unclear]
President

Attest:

Secretary.