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07-14

A G R E E M E N T

BETWEEN

THE NEWARK BOARD OF EDUCATION

a n d

TEAMSTERS LOCAL #286

(CHAUFFEURS)

73-75

P R E A M B L E

WHEREAS, THE BOARD OF EDUCATION OF NEWARK IN THE COUNTY OF ESSEX, Newark, New Jersey (hereinafter referred to as the "Board") seeks to promote and maintain mutually harmonious relations between the Board and those of its employees who are represented by the Teamsters and who may be affected by the terms of this Agreement; and

WHEREAS, the Legislature of the State of New Jersey has enacted into law Chapter 303 of the Laws of New Jersey of 1968 known as the "New Jersey Employer-Employee Relations Act" (N.J.S.A. 34:13A-1 et seq.); and

WHEREAS, the Board is subject to the rules and regulations of the Civil Service Commission as set forth in TITLE II, N.J.S.A.; and

WHEREAS, the Board is subject to the provisions of TITLE 18A N.J.S.A., and the rules and regulations of the New Jersey State Board of Education; and

WHEREAS, the parties hereto have agreed to enter into an agreement which shall not be inconsistent with the aforesaid Chapter 303, or the rules and regulations of the New Jersey Civil Service Commission, or Chapter 18A, and the rules and regulations of the New Jersey State Board of Education and;

WHEREAS, the Teamsters have presented proof that it represents a majority of the employees herein certified as an appropriate unit for the purposes of collective negotiations;

NOW, THEREFORE, THIS AGREEMENT is made and entered into effect as of the 1st day of July, Nineteen Hundred and Seventy-three, by and between:

THE BOARD OF EDUCATION OF NEWARK IN THE COUNTY OF ESSEX
(hereinafter referred to as the "Board")

and

INTERNATIONAL BROTHERHOOD OF TEAMSTERS, LOCAL 286

as follows:

ARTICLE I

RECOGNITION

Section 1. The Board hereby recognizes the Teamsters as the exclusive and sole representative for collective negotiations concerning salaries, hours, and other terms and conditions of employment for all employees of the Board employed under the classification of "Chauffeurs" but excluding any individuals any of whose duties include the evaluation of, disciplining of chauffeurs, or whose evaluations or ratings may be instrumental in the hiring or dismissal of chauffeurs.

Section 2. Unless otherwise indicated, the term "employee" when used in this Agreement refers to all persons represented by the Teamsters in the below defined negotiating unit.

Chauffeurs - Code No. 020 (Included: such chauffeurs as drive Superintendents' and the Boards' cars).

ARTICLE II

TEAMSTERS MEMBERSHIP

Section 1. Continuance of Membership. All present employees who are members of the Teamsters on the date of execution of this Agreement may remain members of the Teamsters. All new permanent employees who are hired during the term of this Agreement may become and remain members of the Teamsters. The Board or any of its staff shall in no way or form interfere with or discourage either the solicitation of membership by the Teamsters, or the maintenance of membership in the Teamsters by any of its employees in this unit.

Section 2. Dues Deductions. The Board shall deduct and transmit monthly membership dues and other proper assessments from the earned wages or salaries of each Teamster member in the unit upon the written authorization of that employee. The total monthly amount so deducted shall be forwarded regularly to the officer of the Teamsters duly authorized to receive such payment.

Section 3. Non-Discrimination. The parties shall not discriminate against any employee or applicant for employment, or membership in the Teamsters or representation by the Teamsters, because of race, color, creed, religion, national origin, ancestry, sex, or marital status. No employee shall be discriminated against or interfered with because of proper Teamster activities.

ARTICLE III

BULLETIN BOARDS

Subject to prior approval of the Business Manager of the Board, or any of his designees, which approval shall not be unreasonably withheld, the Board shall permit the Teamsters appropriate use of bulletin boards, customarily used to post notices to members of the unit, for the purpose of posting notices dealing with proper and legitimate Teamster business and activities and concerning other appropriate notices with respect to the welfare of employees in this unit. The Teamsters' agree that at no time will such space be used for posting any materials which are unethical, unprofessional, or violative of law.

ARTICLE IV

GRIEVANCE PROCEDURES

Section 1. General Procedures. Definition: A grievance is defined as a complaint or dispute by an employee in the unit with the Board or any agent of the Board with administrative or supervisory authority over members of the unit, which dispute or complaint is to the effect that the employee has been treated unfairly, inequitably, or improperly in terms of the application and interpretation of this Agreement, or any other rules and regulations of the Board, of the Civil Service Commission, or of the New Jersey State Board of Education which may apply to said employees.

STEP 1. In the event that any grievance should arise between an employee and his immediate superior or superiors, the individual involved shall present the grievance informally to the superior most immediately involved and every effort shall be made to resolve the grievance informally.

STEP 2. If no satisfactory resolution of the informal presentation of the grievance is reached within five (5) working days, the employee may reduce the grievance to writing and shall submit the grievance in formal written form to the aforementioned superior who shall respond in writing to the written grievance and who shall forward copies of his response both to the Teamsters and the Board's Business Manager or his designee.

STEP 3. If no satisfactory resolution of a STEP 2 grievance is reached within five (5) working days, the grievant or the Teamsters may appeal the decision at STEP 2 to the Business Manager or his designee, who shall, within five (5) days, conduct a conference with the grievant to review the grievance. The Business Manager or his designee shall submit a written decision on the grievance to the grievant and a copy of this decision shall be forwarded to the Teamsters.

ARTICLE IV (Cont'd.)

STEP 4. If no satisfactory resolution of a Step 3 grievance is reached within 5 working days the grievant or the Teamsters may appeal the grievance to the Board's Grievance Committee which shall, within 8 working days, conduct a conference with the grievant to hear the appealed grievance. The Board's Grievance Committee shall render a written response to the grievant no later than 3 working days following the hearing of the grievance at Step 4. Copies of the response shall be sent to the Teamsters and the Business Manager or his designee.

STEP 5 (A). In the event a grievance shall not have been settled as a result of the above procedures, the grievant may have the grievance submitted to binding arbitration by giving notice within 10 working days after the Step 4 decision has been given the grievant. A written request for arbitration shall be sent to the Board's Grievance Committee requesting such arbitration to be conducted as described below.

(B). The arbitration award shall be final and all parties shall abide by the same, and it shall be enforceable under the laws of New Jersey.

(B)2. The arbitration shall be conducted by a tri-partite panel. One member shall be appointed by the Board, and one member shall be appointed by the Teamsters. The third member shall be chosen by mutual agreement of the first two panel members except that any individual so chosen shall be a bona fide resident of New Jersey. The first two named panel members shall be named within 10 working days after the ratification of the agreement and shall select the neutral panel member within one calendar week of their selection. If the two cannot agree on the

ARTICLE IV (Cont'd.)

third panel member, the American Arbitration Association shall be called upon to assist in selecting such an individual.

The panel shall sit for the duration of the Agreement. The chairman of the panel shall be the third neutral member and he shall arrange for dates, meeting places, and the agenda for all arbitration proceedings.

Any costs of the Board-named panel member shall be paid for by the Board, and any costs of the Teamsters-named panel member shall be paid for by the Teamsters. The costs and expenses of the neutral panel member shall be shared equally by the Board and the Teamsters.

All decisions of this arbitration panel shall be by majority vote, that is--by at least two members of the panel.

The services of the third neutral panel member may be discontinued by either the Board or by the Teamsters except that such termination shall not affect any grievance upon which a hearing has commenced.

C. The arbitration panel shall be empowered to hear and determine only grievances within the scope of the definition of grievances as contained in this Article. In the performance of it's duties it shall be bound by and comply with the provisions of this Agreement. It shall have no power to add to, delete from, or modify in any way any of the provisions of this Agreement. Its decision shall be binding and in writing and shall set forth its opinions and conclusions on the issues submitted.

D. The Arbitration Panel shall be without power or authority to make any decision contrary to or inconsistent with or modifying or varying in any way the terms of this Agreement, or applicable law, or rules and regulations having the force or effect of law. Its decisions shall not usurp the functions or powers of the Board as provided by law.

Article IV (Cont'd.)

Section 2. General Provisions. (a) Nothing contained herein shall prevent any member in this unit from presenting his own grievance and representing himself, providing notification of all meetings, steps, and written responses are given to the Teamsters and the Teamsters are given the opportunity to be present at any or all steps of the grievance procedure.

(b) The steps provided for may be waived by mutual agreement of the parties and the time limits changed by similar mutual agreement.

(c) If the Board fails to meet and/or answer any grievance within the time limits as provided in this Article, such a grievance may be processed to the next step.

(d) Any and all provisions of this Agreement pertaining to grievances and arbitration shall be subject to Civil Service Rules and Regulations, and the grievance procedures established herein shall not apply to any matter which is cognizable under Civil Service Statutes, or Civil Service Rules and Regulations. Any employee in the unit who has been called in for purposes of any disciplinary action shall be notified reasonably in advance as to the reason for his being so summoned and shall be afforded a hearing regarding said disciplinary action. At any hearing which may ensue with regard to this matter, he may be accompanied by a representative of the Teamsters who shall be permitted to represent him at any such hearing.

ARTICLE V

TEAMSTERS BUSINESS LEAVE

Section 1. Chauffeurs who are members of the Teamsters Negotiating Committee, not to exceed three (3) in number, shall be granted time off for duty at full pay for all meetings between the Board and the Teamsters for purposes of negotiating the terms of an agreement when such meetings take place during the regular working hours of said employee.

Section 2. If the Teamsters duly authorize a chauffeur to represent them during the formal hearing or grievance, and if such hearing of grievances should take place during the regular working hours of said representative, that representative shall be excused from duty without loss of pay, for such time as may be necessary to hear the grievance.

Section 3. The Board agrees to provide leave of absence with pay, for delegates of the Union to attend Union activities. A total of three (3) days of such leave may be used each year, per unit. The provision in this section shall in no way restrict the Teamsters from requesting additional such days or the Board from so granting them.

This leave is to be used exclusively for participation in the State-Wide Teamsters Convention or for other regularly scheduled meetings or conventions of labor organizations with which the Union is affiliated or for training programs for Stewards and Union officers and for which appropriate approval by the Board is required. Written notice from the Union, of the authorization of an individual to utilize such leave time shall be given to the Board at least one (1) calendar week in advance of the date or dates of such meetings.

Leave as provided in the first paragraph of this Section will be granted to individuals as authorized by the president of the Union.

In addition, the Board agrees to provide leave of absence without pay, for a chauffeur to serve as a delegate of the Union to attend Union activities.

ARTICLE VI

ASSIGNMENTS

In instances where the Board deems it necessary that a chauffeur in this unit be utilized in a particular assignment where a vehicle is to be used after hours, assignment preference for overtime shall be given to the Chauffeur who is assigned in said assignment. In the event that a chauffeur in the assignment does not wish to avail himself of the opportunity for additional work after hours, then and in that event, selection shall be made by the Business Manager or his designee based on consideration of qualifications, seniority, personal preference of applicant, integration of staff and the welfare of the children and the community.

ARTICLE VII

LEAVE OF ABSENCE

Upon making timely written application, a permanently employed member of this unit may apply for a leave of absence without pay, for a period not exceeding ninety (90) calendar days. Such request shall include the reason therefor and the Board shall give due consideration to each application. Such leave of absence may be renewed for an additional period, not to exceed ninety (90) calendar days, upon formal written application to and subject to the approval of the Board. No more than three (3) such leaves at maximum shall be permissible at any one time.

ARTICLE VIII

PROBATIONARY PERIOD

Section 1. The procedures of the Civil Service Commission shall apply to all employees who are not permanent employees of the Board.

Section 2. During any period prior to an employee becoming permanent, the Board may discharge such an employee for any reason and without cause. Any employee so discharged shall not have recourse to the grievance procedures set forth in this Agreement.

Section 3. Any employee assigned or promoted to a higher promotional position shall be deemed to be on trial in such position and his status in that position shall be subject to the applicable provisions under the rules and regulations of the Board and the Civil Service Commission.

Section 4. The Board shall have no obligation to reemploy any non-permanent employee who may be dismissed during his trial or probationary period.

ARTICLE IX

WORK WEEK - WORK DAY - OVERTIME

Section 1. Work Week Except for such days as are designated as holidays within the calendar adopted by the Board and applicable to chauffeurs, and except for such additional holidays as may be granted from time to time by the Board to chauffeurs, the regular work week of all chauffeurs will consist of five (5) days beginning on Monday and ending at the end of the work day on Friday.

Section 2. Work Day A. Chauffeurs on Regular Schedule

A 1. Except for the chauffeurs described in subsections B & C of this Article and Section, all other chauffeurs shall begin their work day at 8:00 A.M. and finish at 4:00 P.M. One (1) hour during the work day shall be granted to each chauffeur for purposes of a duty-free lunch period.

A 2. Overtime work shall be defined as extra work performed by a chauffeur before 8:00 A.M., after 4:00 P.M. on regular work days, or at any time during a holiday or on any Saturday or Sunday. All such overtime work must be properly authorized by the Board, the Business Manager, the Superintendent, the Secretary of the Board or their designees and the time reports sent to the payroll department shall be certified by the signature of the individual who has authorized such overtime.

A 3. Overtime pay shall be calculated on a time-and-one-half basis, that is the regular hourly rate of pay multiplied by one-and-one-half (1½). For purposes of calculating such overtime, time reports shall show the amount of time worked to the nearest quarter of an hour.

ARTICLE IX (CONT'D)

A 4. Should a chauffeur perform overtime work on any day beginning at 4:00 P.M. and should such work require that said chauffeur work up to or past 8:00 P.M., said chauffeur shall be allowed one-half hour of unpaid time between 4:00 P.M. and 8:00 P.M. for purposes of supper time. Said chauffeur shall be paid up to \$5.00 for purchase of a meal during such one-half hour supper time.

A 5. Should the nature of the overtime work performed by a chauffeur require a change of attire, the Supervisor of Motor Transportation, shall grant the chauffeur a reasonable amount of time to complete such a change of attire.

A 6. With the consent of the chauffeur involved and upon notification duly given to the Teamsters, the scheduled hours for starting and ending the work day of a chauffeur may be altered, except that the length of the work day shall not be changed and the hours of the work day shall remain continuous.

A 7. For purposes of determining the precise hourly wage of "chauffeurs on regular schedule", the annually scheduled salary of said chauffeur shall be divided by a factor of 1820 (based upon 35 hours per week multiplied by 52 weeks). The hourly wage so calculated shall be used for determining overtime pay.

B. Chauffeurs - Working with Journeymen

B 1. When any chauffeur is assigned to work with one or more journeymen (such as carpenters, plumbers, glaziers, electricians, etc.) whose scheduled daily lunch-time is 30 minutes, said chauffeur shall begin his work day at 8:00 A.M. and finished at 3:30 P.M. Thirty (30) minutes shall be granted to said chauffeur during the work day for

ARTICLE IX (CONT'D)

purposes of a duty-free lunch period and such lunch period must coincide with that of the journeyman with whom he works.

B 2. The definition of and application of overtime work shall be the same as contained in subsection A 2. above, except that for chauffeurs who complete their work day at 3:30 P.M., overtime work shall begin after that hour on a regular work day.

B 3. The rate of overtime pay shall be calculated as provided for in subsection A 3. and A 7. of this section.

B 4. The supper time provision of subsection A 4. of this section shall be equally applicable to the chauffeurs described in this subsection on such days as when a chauffeur continues to work from 3:30 P.M. up to or past 8:00 P.M.

B 5. The provisions of subsections A 5. and A 6. of this section shall apply equally to the chauffeurs described in this subsection.

C. Board Chauffeurs

C 1. Such chauffeurs as are permanently assigned to chauffeur the cars designated for special use by members of the Board, the Superintendent, and the Secretary, shall for purposes of this Section and any other applicable sections of this Agreement be designated as Board Chauffeurs. The work day of Board Chauffeurs shall begin at 8:30 A.M. and finish at 5:00 P.M. One hour during the work day shall be granted each Board Chauffeur for purposes of a duty-free lunch period.

It is agreed that Board Chauffeurs shall in every month be required to work an additional 24 hours per month in order to chauffeur Board members, the Superintendent, the Secretary and other designated individuals to Board meetings and conferences. The remuneration for said 24 hours shall be calculated at the rate of one-and-one-half times

ARTICLE IX (CONT'D)

the rate of hourly pay; in determining the annual base pay of a Board Chauffeur, the 24 additional hours of remuneration multiplied by 12, shall be added to that scheduled step of the regular chauffeurs' salary schedule which said Board chauffeur would ordinarily have attained as a chauffeur described in subsection A and B of this section. Such base salary shall be the basis for calculating all regular salary payments of Board chauffeurs at each payroll.

C 2. As contained in subsection A 2. of this section, supplementary work performed by Board Chauffeurs shall be paid for on an overtime basis for any overtime work performed over and above the required 24 hours stated and defined in subsection C 1. immediately above.

C 3. The rate of overtime pay over and above the special 24 hours per month required of Board Chauffeurs shall be calculated as provided for in subsection A 3. of this section.

C 4. The supper time provision of subsection A 4. of this section shall be applicable to Board Chauffeurs including such evenings as are included within the 24 hours per month provision.

C 5. The provisions of subsection A 5. and A 6. of this section shall apply equally to Board Chauffeurs.

C 6. In determining the precise hourly wage of Board Chauffeurs on which any time and one-half payment is to be made, that annual salary which the Board Chauffeur would have been receiving as a regularly scheduled chauffeur (were he not a Board Chauffeur) shall be divided by 1820.

ARTICLE X

HOLIDAY SCHEDULE

It is mutually agreed to use the Civil Service Calendar as the basis of the holiday schedule.

The schedule for holidays is as follows:

1973

July 4	Wednesday	Independence Day
September 3	Monday	Labor Day
October 8	Monday	*Columbus Day
22	Monday	*Veterans Day
November 6	Tuesday	Election Day
19	Monday	Puerto Rico Discovery Day
22	Thursday	Thanksgiving Day
23	Friday	Day After Thanksgiving Day
December 24	Monday	Day Before Christmas Day
25	Tuesday	Christmas Day
31	Monday	Day Before New Year's Day

1974

January 1	Tuesday	New Year's Day
15	Tuesday	Dr. Martin Luther King's Birthday
February 12	Tuesday	Lincoln's Birthday
18	Monday	*Washington's Birthday
March 5	Tuesday	Crispus Attucks Day
April 12	Friday	Good Friday
May 27	Monday	*Memorial Day

*These dates conform to Federal Law, effective 1971, shifting the traditional dates of Washington's Birthday, Memorial Day, Columbus Day & Veterans Day.

If by any act of the legislative authority, the traditional date celebrating a particular holiday has been changed, the holidays listed shall, for purposes of this Article, be on such dates as are officially designated by such legislative authority and included in the official

ARTICLE X (CONT'D)

calendar of the Board. The calendar of holidays shall be amended for the school year 1974-75 according to the Civil Service Calendar adopted by the Board for that period.

In the Second year of the contract the Civil Service holidays shall continue as approved by the Board.

ARTICLE XI

VACATION

Section 1. Within one (1) month of employees request for vacation period, the employee shall be notified of his authorized vacation schedule. Wherever vacation schedules conflict, seniority will prevail. No employee will be required to reschedule his vacation period once it has been officially authorized except for a case of clear and obvious emergency as determined by the Business Manager or his designee.

Section 2. Notification of vacation days accumulated will be given to employees on or before April 1 of each year. Employees covered by this Agreement shall be notified as to their vacation schedule during the summer period on or before April 1. Except for such cases as are approved by the Supervisor of Motor Pool Services, no single vacation period shall be longer than ten (10) working days. Earned vacations may be accumulated up to, but not to exceed that number of days earned during two consecutive years. Vacations may be taken any time between January 1 and December 31 of each year with the approval of the aforementioned supervisor. If for reasons beneficial to the operation of the Newark School System and approved by the aforementioned supervisor, an employee consents to work for any or all of his earned vacation period, such employee shall be remunerated at his regular rate of pay. It shall be understood that such earned vacations not used by the end of the second year will be forfeited.

Section 3.A. The Board agrees that for the duration of this Agreement, it's vacation policy as such policy relates to the number of vacation days and vacation pay of the employees covered by this unit shall be continued and there will be no reduction for the duration of this agreement.

ARTICLE XI (Cont'd.)

Section 3.B. After attaining over:

One (1) year service	12 vacation days
Seven (7) years service	14 vacation days
Ten (10) years service	15 vacation days
Twelve (12) years service	16 vacation days
Seventeen and over	20 vacation days

Section 4. Any earned vacation time requested by the employee to be taken during the school's Easter or Christmas vacation may be granted.

Personal days may be taken and charged to vacation and not to sick leave, if requested.

If requested by an employee of this unit, additional days off for personal use may be taken from time to time and charged to the employee's earned vacation, rather than charged to sick leave.

It is agreed that the employee must give the Board sufficient notice in advance, before reporting off on such days.

Section 5. Any employee covered by this Agreement shall be entitled to receive vacation pay on the regular pay day immediately preceding the employee's scheduled vacation. In order to receive such vacation pay as described immediately above, the employee shall file a request with his Department Supervisor for receipt of such pay at least sixty (60) days prior to the vacation; such a request shall be approved by the employee's Departmental Administrator.

ARTICLE XII

FRINGE BENEFITS

Section 1. The Board agrees to make available to all employees in the unit without cost a program of hospitalization, medical-surgical benefits, and major medical insurance. Such a program shall, during the duration of this Agreement, not be reduced in terms of such benefits as are available through Blue Cross and Rider J, Blue-Shield, and Major Medical Insurance, including Dental Benefits. The available program shall cover up to full family protection for each employee based on the family and marital status.

Section 2. Upon employment, the benefits described in Section 1. shall be made applicable to each newly employed member of the unit at the earliest possible registration date immediately following employment.

Section 3. If and when any additional or supplemental fringe benefits are made available to any other unit or group of the Board's employees who are employed on a non-instructional basis and on a non-administrative basis or non-supervisory basis, such benefits shall be simultaneously granted to the employees covered by this agreement.

ARTICLE XIII

LOCKER AND SHOWER FACILITIES

The Board agrees to provide the employees with locker facilities.
Shower facilities shall be provided where available.

ARTICLE XIV

UNIFORMS AND/OR PROTECTIVE CLOTHING

The Board agrees to provide rental and/or protective clothing, including safety shoes, uniforms, and maintenance of the uniforms for those employees requiring said uniforms and/or protective clothing. There shall be specifications for summer and winter weight uniforms for the changing seasons.

ARTICLE XV

WAGES

Section 1. The wage schedule shall be as follows for all

Chauffeurs:

<u>YEAR</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>	<u>6</u>	<u>*7</u>
1973-75	\$6334.	6651.	6967.	7284.	7600.	7917.	10048.

Section 2. All individuals shall be placed on step according to their length of service.

Section 3. The current practice of giving one (1) longevity payment in the 20th year and one (1) in the 25th year shall be continued. The longevity payments shall be equal to one increment each.

Section 5. Payroll errors shall be corrected within twenty four (24) hours of the time the error is reported by the affected employee.

ARTICLE XVI

ABSENCES AND LEAVES

Section 1. Non-Occupational Sick Leave All employees permanently employed, shall be entitled to fifteen (15) days of sick leave at full pay during each calendar year. Unused sick leave may be accumulated without limit. The Board may require proof of such illness by way of a medical certificate or any other means the Board wishes to use. The rules and regulations of the Civil Service Commission shall also apply to such leaves, where such rules and regulations are applicable.

Section 2. Personal Days All employees permanently employed, shall be entitled to three (3) days with pay of personal leave per calendar year but no such unused personal leave may be accumulated.

Section 3. The Board may grant additional sick leave or personal leave with pay to an employee beyond the established limits whenever it deems such additional leave is merited.

Section 4. All employees of this unit shall receive full pay for absences resulting from the causes listed below and for the amount of time stated:

- (a) Death in immediate family or household -
three (3) consecutive calendar days immediately following the death.
Death of any other relative - one (1) day.
- (b) Absence because of court subpoena or Jury Duty. Time required as a juror shall be considered a full working day.
- (c) Absence up to ten (10) working days when called for active reserve duty.
- (d) Copies of such subpoena, jury duty, or order for active re-

ARTICLE XVI (CONT'D)

serve duty shall be presented to the Board for verification of request.

- (e) Maternity leave. Upon certification by a competent physician and application by an employee, a leave for maternity shall be granted by the Board for a period of no more than one (1) year. An employee on maternity leave shall be reinstated at any time during the period of such leave upon request of the employee.

Leave shall be extended for a period of one (1) year by the Board for care of child, if requested by the employee. An employee returning from a maternity leave of absence will be reinstated and will retain the seniority held at the time the leave became effective. Salary placement shall be at the same step as when the leave became effective except that when the employee has completed ninety (90) days or more of a school year, it shall count as a full year. Seniority rights shall be maintained during the period of such leave.

ARTICLE XVII

NO STRIKE OR LOCK-OUT POLICY

The Teamsters and the members of the unit agree that during the period of this Agreement there shall be no strikes, work stoppages, or other concerted refusal to perform work by the employees covered by this Agreement, nor any threats thereof. The Board agrees that at no time will it institute a lock-out of the employees in this unit.

ARTICLE XVIII

CONFORMITY TO LAW AND SAVING CLAUSE

If any provision of this Agreement is or shall at any time be determined to be contrary to law by a court of competent jurisdiction, then such provision shall be invalidated and not performed or enforced. In the event any provision of this Agreement is or shall at any time be found to be contrary to law by a court of competent jurisdiction, only such provision shall be invalidated and all other provisions shall continue to remain in effect.

ARTICLE XIX

PROMOTIONS AND NEW POSITIONS

Section 1. In the event that any new positions in the field covered by the employees of this unit are opened up, whether promotional or otherwise, the following steps shall be taken in affording all presently employed the opportunity for competing for such positions:

1. Notice of all openings shall be posted in all schools and places of employment for a minimum of five (5) days.
2. In posting such notices, complete and full details with respect to all qualifications, job specifications, and salary shall be included.
3. All employees in the unit shall have full and equal opportunities to compete for any such positions based on their being able to meet the required qualifications.

Section 2. All vacancies shall be filled on the basis of Civil Service Rules and Regulations and consideration of qualifications, seniority, personal preference of applicant, integration of staff and the welfare of the children and the community.

Section 3. Upon the request of ten (10) or more members of the employees involved to establish in-service training opportunities for competing for any positions, such classes shall be set up by the Board without cost to any employee. However the conducting of such in-service training shall not be deemed a basis for the delaying of the carrying out of any steps required by Civil Service for filling any vacancy.. Simultaneous with the request to the Civil Service Commission to arrange for an examination for a vacancy, a copy of such request shall be forwarded to the Teamsters.

Section 4. Any evidence to the effect that the qualifications have been so prepared as to seek to deliberately eliminate from competition presently employed members of the unit shall be on the basis of a grievance by the Teamsters.

ARTICLE XX

MANAGEMENT RIGHTS

Section 1. The Board retains the exclusive right to direct the work of the members of this unit, except as such right is affected or modified by the terms of this Agreement. This right shall include, but not be limited to the right to direct, hire, promote, assign, suspend, demote, and discharge or take other disciplinary action with reference to its employees as provided; by law and the rules and regulations of the Board and the Civil Service Commission.

Section 2. The Board's right to make reasonable rules and regulations governing the work of the employees of the unit shall not be limited except that any such rules and regulations shall be deemed to be modified to the extent necessary to be consistent with any applicable provision of this Agreement.

Section 3. Prior to the implementation of any rules or regulations affecting any changes in hours, wages, or working conditions of employees in this unit by the Board or any of its authorized administrators, the Teamsters shall be notified within 48 hours by certified mail.

ARTICLE XXI

Section 1. Job Injury Compensation. Whenever any employee in this unit entitled to sick leave is absent as a result of personal injury caused by an accident arising out of and in the course of his employment the Board shall:

- (A) Pay to such employee the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to annual sick leave, or accumulated sick leave, or vacation time.
- (B) Any amount of salary or wages paid or payable to the employee as a result of this provision shall be reduced by the amount of any workmen's compensation award made for temporary disability.

Section 2. Civil and Criminal Action. The Board recognizes that the employees in this unit are covered by the indemnity provisions of Title 18A:16-6 and 18A:16-6.1 or as such provisions are amended by the Legislature in terms of indemnity against civil action and certain criminal action.

ARTICLE XXII

SUSPENSIONS AND DISCIPLINARY ACTION

Disciplinary action may be imposed upon an employee only for a just cause as an employee. Any disciplinary action or measures imposed upon an employee may be processed as a grievance, by the employee, through regular procedures as established in this Agreement.

If the Board or an authorized agent of the Board has just cause or reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees, or the public.

A member of the unit who receives a verbal or written administrative order to report to the Personnel Department, a supervisor or other administrative officer on a matter involving discipline, may be accompanied by a representative of the Union at the employees request.

If during the course of a discussion between an employee and a representative of the employer, a matter should arise which would lead to a question of discipline, suspension, or discharge, the employee may, at that time, request such Union representative.

ARTICLE XXIV

Section 1. Union Stewards. The Union shall furnish the Board or other designee of the Board, with a list of the Union stewards and their locations. The Union shall notify the Board of any changes.

The Board will furnish the Union with a list of the names, addresses, and work locations of all the employees in the unit once per year.

Both parties agree to recognize and deal with only properly authorized Board or Union representatives with reference to Union business.

A steward shall be permitted upon request and approval of his immediate supervisor, to leave his work to investigate and adjust complaints. In the event of the stewards absence, he shall have an alternate designated on his behalf.

The Teamsters shall have access, through the appropriate supervisor, of pertinent documentation relating to the grievance in question, and shall have the right to interview the aggrieved employee, supervisors, and witnesses during working hours.

While serving as a steward, an employee will not be transferred to another location without ten (10) working days prior notice to the Teamsters.

Section 2. Visitation Rights. A representative or representatives of the Union shall have access during working hours of all facilities, buildings, grounds, and other places in which employees covered by this Agreement work, for the purpose of adjusting grievances, negotiating the settlement of disputes, investigating working conditions and generally for the purpose of carrying into effect the provisions and aims of this Agreement.

ARTICLE XXV

EMPLOYEE PERFORMANCE EVALUATIONS

(A) Employee performance shall be regularly evaluated by authorized members of the supervisory and administrative staff, but no less than once per year. Evaluation reports shall be made openly and every written evaluation of the performance of any employee shall be signed by the individual who makes the evaluation.

(B) Employees shall be rated Satisfactory or Unsatisfactory. If rated Unsatisfactory, the supervisory staff shall make specific recommendations for improvement and provide assistance to the employee. After a reasonable time, the employee shall be re-evaluated and receive once again a written evaluation, providing such reasonable time to permit the employee to correct the deficiency prior to any final annual evaluation.

(C) Evaluations shall not be placed in the employee's files unless the employee has had an opportunity to read the evaluation. The employee shall acknowledge that he read such material by affixing his signature on the copy to be filed. Such signature shall merely signify that he has read the material and is not to be construed that he necessarily agrees with its contents. If the employee refuses to sign, that fact shall be noted, dated and witnessed.

(D) The Board agrees to continue its policy of treating these personnel files confidential.

(E) Employees may grieve "unsatisfactory" ratings through the Grievance Procedure provided in this Agreement.

ARTICLE XXVI

Section 1. Seniority. Seniority is defined as employment based on the length of continuous service with the Board within the unit, from the date of hire.

If the new employee is retained by the Board beyond the probationary period, his seniority shall be retroactive to his date of hire.

Seniority shall prevail in all matters where a preference may be established as provided by Civil Service Rules and Regulations.

Section 2. Seniority List. A seniority list shall be made available to the Union showing the date of hire or last date of rehire of all employees in the bargaining unit.

ARTICLE XXVII

MISCELLANEOUS

Section 1. A Labor-Management committee consisting of representatives of the Board and the Teamsters shall be set up for the purpose of reviewing issues of common interest. Such committees shall meet not less than two (2) times a year.

Section 2. Appended to this Agreement shall be attached a job description of the work of the employees of this unit as filed with the Civil Service Commission.

Section 3. Health and Safety. The Board agrees to exert every effort to provide for use of practices, materials and equipment to safeguard the health and safety of members of the unit.

Section 4. Travel Allowances. Any member of the bargaining unit who may be called upon to travel from his assigned station to another installation for carrying out his duties shall be compensated by the Board for his cost of travel unless he is transported by the Board.

Section 5. All employees in this unit shall be given a reasonable "wash-up" time, for purposes of cleaning up before leaving work every day.

Section 6. No licensed Board vehicle used at any time to transport equipment, supplies, books, Board members, administrative staff, or any other materials or personnel (which have as a matter of previous practice been driven by members of the chauffeurs bargaining unit) shall be driven by any employee of the Board other than a member of the Teamsters' Chauffeurs bargaining unit with the exception of the two (2) cars designated for the specific purpose of patrolling the intrusion alarm system, and other such emergency situations directly related to the security maintenance of the School System, and the designated cars driven by security supervisory personnel for purposes of patrolling the security system.

ARTICLE XXVIII

MATTERS NOT COVERED

Negotiations respecting changes in or additions to this contract involving matters related to employee wages, hours and conditions of employment considered but not incorporated in this Agreement in the negotiations preceding the adoption of this Agreement may be initiated at the written request of either party. The negotiating committee shall meet, unless otherwise mutually agreed upon, within seven (7) calendar days of the receipt of such request. The negotiation shall continue until all reasonable methods to reach agreement on the matter being negotiated have been exhausted.

ARTICLE XXIX

REOPENING PROVISION

The Board agrees that this Agreement may be reopened by the Teamsters on or after October 1, 1974 , for the purpose of negotiating over all matters concerning the employees salaries, fringe benefits, working conditions and related matters in the school budget for the successor agreement. Any agreement reached relative to the employees salaries, fringe benefits, working conditions, and related matters shall be reduced in writing and shall be signed by the Board and the Teamsters.

ARTICLE XXX

REASONABLE WEIGHTS

Section 1. The Board agrees that, in the process of delivering supplies, equipment, and other commodities, the weight of items to be carried by a chauffeur should be kept at reasonable limits, The determination of such weight limits shall, in the event of dispute, be made by the Supervisor of Motor Transportation with the approval of the Business Manager.

Section 2. Whenever possible and practicable, appropriate mechanical devises shall be made available to assist chauffeurs.

Section 3. When deemed necessary by the Supervisor of Transportation and approved by the office of the Business Manager, additional assistance shall be assigned to help in the transportation and delivery of items that make it impracticable for one chauffeur to handle.

Section 4. In delivering materials to schools and other installations of the Board, ordinarily no sidewalk deliveries shall be made by chauffeurs. As appropriate, deliveries shall be made either to the school office or inside the nearest exterior receiving door.

Section 5. In the event of any dispute between a chauffeur and any other Board employee with respect to the point of delivery of any item, the dispute shall be resolved by the Business Manager or his designee, and such resolution shall be dispositive and not subject to grievance.

ARTICLE XXXI

DURATION

This Agreement and each of its provisions, unless otherwise specifically dated, shall be binding upon the parties as of July 1, 1973 and shall continue to remain in full force and effect until June 30, 1975.

Attested to as of 9/20/73

Charles A. Guss
President, Board of Education

Lawrence J. Duma
President, Local 286

Wilbur Parker
Secretary, Board of Education

Robert D. Niles
Secretary, Local 286

Curtis Himsley

noted 2