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THIS BOOK DOES
NOT CIRCULATE

A G R E E M E N T
LOCAL # 102
TEAMSTERS UNION
and the
BOARD OF EDUCATION OF WESTFIELD
COUNTY OF UNION, NEW JERSEY
1971-72
1972-73

PREAMBLE

This agreement is entered into this _____ day of _____ between the Board of Education of the Town of Westfield, County of Union, State of New Jersey, hereinafter sometimes referred to as the "Board", and Local #102 Teamsters Union, hereinafter referred to as the "Union".

WHEREAS, the Board and the Union have entered into negotiations in accordance with the provisions of the Employer-Employee Relations Act, Chapter 303, Public Laws of 1968 (NJSA-34:13A-1 et seq):

NOW, THEREFORE, it is agreed as follows:

ARTICLE I - RECOGNITION

The Board recognizes the Union as the majority representative and as exclusive and sole representative for collective negotiations concerning terms and conditions of employment for the following classifications:

Matrons
Custodians (Day and Night)
Mechanic's Helpers
Mechanics

Excluded from this unit are the following:

Supervisor of Buildings and Grounds
Assistant Supervisor
Temporary Help (who work less than 90 days and are
not required to become members of PERS)
All other employees not under contract

ARTICLE II - UNION SECURITY

The Union does hereby authorize the Employer and the Employer does hereby agree to deduct monthly dues, initiation fees, and other fees due to the Union from each employee who is a member of the Union covered by this Agreement, from the wages due to each and every employee during the term of this Agreement. The employer agrees that such deductions shall be held in trust for the Union and shall, within five days after deduction, forward to the duly authorized officer of the Union a check representing such Union dues and fees and a list of names from whom the deductions were made.

It is understood and agreed that the Union shall procure, furnish and submit to the Employer the necessary authorization forms signed by such employees, all in accordance with the pertinent provisions of existing law.

ARTICLE III - SHOP STEWARDS

The Board agrees to recognize a Chief Shop Steward and two Area Stewards as designated by the Union. Such shop steward shall be released from his job assignment to attend a grievance hearing as outlined in the Grievance Procedure.

ARTICLE IV - GRIEVANCE PROCEDURE

I. Individual Grievance Procedure

It is recognized in any organization involving employer-employee relations that misunderstandings and disagreements will occasionally arise wherein both parties, in good faith, are unable to reach a point of resolution of their differences. When such is the case, the aggrieved employee is entitled to fair and objective review and decision by successively higher levels of employer authority until a point of resolution be reached. In presenting his personal grievances, the employee shall be assured freedom from prejudicial action in presenting his appeal. To the end of providing an orderly procedure for this function, where informal or verbal resolution has been found impossible, the following Grievance Procedure is promulgated.

1. a) The aggrieved employee will present his grievance in writing to his immediate superior (principal or supervisor).
- b) The immediate superior shall call a meeting to discuss the grievance within two working days. The aggrieved employee may choose to be represented by the Area Steward at this meeting.
- c) The immediate superior shall render his written decision no later than the third working day after the meeting.
2. a) In the event that the aggrieved employee shall wish to appeal from the decision of his immediate superior as set forth in paragraph 1.c., he shall thereafter within five working days request his immediate superior in writing to forward the grievance and decision under paragraph 1.c. to the Assistant Superintendent in charge of Business and Plant Maintenance.
- b) The Assistant Superintendent shall call a meeting to discuss the grievance within five working days. The aggrieved employee may choose to be represented by the Chief Steward at this meeting.
- c) The Board of Education shall render their written decision on the appeal no later than five working days after the meeting.
3. The Board of Education of Westfield, New Jersey, has no further jurisdiction beyond the steps set forth above. However, in the event that the grievance shall remain unresolved after action by the Board of Education, the aggrieved party will so notify the Board within ten working days. There remain two more levels of referral:
 - (a) The Commissioner of Education of the State of New Jersey
 - (b) The Civil Courts

Procedures for referral here are established by the Commissioner's Office and by law, respectively.

ARTICLE V - SICK LEAVE

- A. Sick leave is defined as an employee's absence from his post of duty because of his or her disability due to personal illness or injury.

Sick Leave with full pay is authorized as follows:

1. For less than five years of continuous service, one day's absence for each month of employment.
2. For more than five years of continuous service, two days' absence for each month of employment.
3. A full year's allowance shall go into effect July first of each year.
4. When any employee uses in any school year less than the number of days permitted in "1" or "2" above, days not utilized shall be cumulative to be used for sick leave in subsequent years, except that no person shall allowed to increase his total accumulation by more than 15 days in any one year.

B. Absence Procedure

1. A record of the attendance of all employees shall be kept in the Business Office during each year (July 1 - June 30).
2. Each employee, when absent from his or her position for any reason whatsoever, shall give immediate notice to his or her Principal or Supervisor, stating the reason for the absence and its probable duration.
3. Each employee prior to returning to his or her position after prolonged, recurring, or serious illness shall file with the Principal or Supervisor a statement from the attending physician, certifying that the employee is physically capable of resuming his or her duties.

This statement will be sent to the Board of Education medical examiner via the nurse for approval. If necessary, the medical examiner may require the employee to appear for further examination before approval is given for a return to work.

Emergency Leaves of Absence

- C. ABSENCE without salary deduction or charge against sick leave may be authorized as follows:

1. For absence occasioned because an employee is quarantined for the sickness of another.
2. For absence occasioned by an accident on the job.

D. ABSENCE UPON THE SPECIFIC APPROVAL OF THE SUPERINTENDENT without salary deduction or charge against sick leave is authorized as follows:

1. Up to three days for absence occasioned by the death of a parent, husband, wife, son, daughter, brother or sister.
2. One day's absence occasioned by death of a father-in-law, mother-in-law, grandparent, aunt or uncle.
3. Up to three days for absence occasioned by the serious illness of a husband, wife, son, daughter, father, mother, brother, sister, grandparent, father-in-law or mother-in-law.
4. Absence for reasons of personal emergency. Such reasons are defined as those considered unavoidable. The time limit for each individual case shall be determined by the Superintendent.

Written application should be made through the principal or supervisor for approval of absence under Item D, either in advance or within 48 hours after return to duty.

E. DEDUCTIONS - Deductions for each day's absence not authorized under these rules and regulations, or in excess of sick leave, shall be computed as follows:

1. For employees who are on a twelve-month basis at the rate of 1/240th of the employee's annual salary.

ARTICLE VI - SENIORITY

There shall be three seniority lists: custodians, maintenance workers, matrons. Each employee's seniority shall be dated from his last date of hire.

In the event of a cut back in the employment of personnel listed on any of the lists, the employee with the least amount on that list shall be laid off first.

In the event of a recall the last employee laid off under this procedure shall be the first to be recalled. Any laid off employee who does not report for work within 7 days of the date of notice of recall shall lose all seniority rights. No new employees may be hired while there are employees with seniority on lay off.

In the event of an increase in the work force, the Board of Education must first post the open job on all Union Bulletin Boards to give all employees the right to apply for such job.

The Board will select the applicant with the best qualifications with the understanding that seniority will be considered as one of the factors.

ARTICLE VII - DISCHARGE FOR CAUSE

Any employee discharged or suspended for cause must be confronted with the reason for such discharge or suspension in the presence of the Chief Steward. In the event that the employee is not satisfied with the action of the Board of Education, this matter may be processed through the Grievance Procedure. The employee shall not be paid during the time involved in such a grievance.

ARTICLE VIII - FIREMEN'S LICENSE

All custodial and maintenance staff employees who have firemen's licenses will be paid \$200 additional each year. All fees for renewal or new firemen's licenses will be paid by the Board of Education.

ARTICLE IX - UNIFORMS

All male employees will be provided with three (3) sets of uniforms each year. A set will consist of a shirt and pants.

One pair of coveralls will be provided for the men who request them.

All female employees will be provided with three (3) uniforms each year consisting of a suitable dress.

Uniforms will remain the property of the Board of Education if an employee should leave.

ARTICLE X - INSURANCE

The Board of Education agrees to provide full family coverage for Blue Cross/Blue Shield, Rider J and major medical insurance.

ARTICLE XI - VACATIONS AND HOLIDAYS

After one year of service, each employee will be granted two (2) weeks vacation with pay. After ten years of service, each employee will be granted three (3) weeks of vacation with pay. A calendar of holidays, to include twelve (12) paid holidays, shall be established by the Board each year.

ARTICLE XII - SUPERVISION

Custodians are under the supervision of the Head Custodians who are under the supervision of the Building Principals except during such times as the Building Principal and Assistant Principal are not on duty. At such times they are under the jurisdiction of the Assistant Superintendent of Schools, and the Supervisor of Buildings and Grounds.

ARTICLE XIII - STATE PENSION PLAN (PERS)

All employees are required to join the New Jersey Public Employees Retirement System. As a public employee, the System provides you with:

ARTICLE XIII - STATE PENSION PLAN (PERS) (Cont'd)

1. A guaranteed retirement income for life based on the total years of service credit established in the System and final average salary.
2. Liberal financial protection in case of disability or death.

ARTICLE XIV - WORKING CONDITIONS

1. HOURS

The normal work week shall be 40 hours per week for matrons, night custodians, mechanics and mechanic's helpers. Night custodians shall work from 2 p.m. to 11 p.m. (summer hours with day shift). Mechanics and mechanic's helpers shall work from 7:30 a.m. to 4:30 p.m. Matrons shall work from 7 a.m. to 4 p.m. (Matrons, mechanics and mechanic's helpers, during July and August, will work 7:30 a.m. to 4 p.m. with a 30-minute lunch).

Custodians and head custodians shall work a 45-hour week when school is in session for children. Custodians and head custodians hours are from 7 a.m. to 5 p.m. (when children are not in school, hours are 7:30 a.m. to 4:30 p.m.).

All work over 8 hours per day is paid at time and one-half rate.

2. SNOW REMOVAL

Snow removal requires the cooperation of everyone to insure the smooth operation of the schools. When new snow is on the ground, building custodians will report at 6 a.m. on a school day to clear the entrance walks into the buildings whether they must be swept or shoveled. Maintenance workers will report according to a previously assigned schedule to operate plows and cover the Administration Building. Matrons will report at the usual time.

When school is closed because of inclement weather, matrons will be excused for the day. Custodians and maintenance workers will report at the regular hours unless called in by the maintenance supervisor or secretary of the Board of Education.

On weekends the men will report on a time schedule worked out with their head custodian or maintenance supervisor so as to have the grounds ready for any weekend activity and the opening of school on Monday.

All snow removal on Sunday shall be paid at the double time rate.

3. REST PERIODS

A "coffee break" of 15 minutes duration may be taken in the mid-morning.

A one-hour lunch period shall be scheduled for each employee. If because of unusual circumstances, there is only one man on duty in a school and he must remain in the school for his lunch period, he will be paid overtime at time and one-half of his regular rate.

4. BULLETIN BOARDS

A bulletin board shall be provided in each school for school and union notices.

5. SAFETY AND INFORMATION COMMITTEE

The Board of Education agrees to recognize a Safety and Information Committee to hear safety requests from the Union and to receive information from the Board of Education pertaining to the performance of job assignments.

This committee shall consist of one representative each of the custodians, matrons and maintenance workers as well as the Supervisor of Maintenance and the Secretary of the Board of Education.

Meetings shall be called once every two months during the regular school year by the Secretary of the Board of Education.

6. JOB ASSIGNMENTS

The Board of Education reserves the right to determine job qualifications, job assignments, school assignments and specific scheduling of duties of each of the employees within the unit.

Every reasonable attempt will be made to see that all workers share reasonably in overtime assignments.

7. MILEAGE

Where an employee is required to use his private car in the performance of his job, he shall be compensated at a predetermined rate.

8. PAYROLL DEDUCTIONS

When requested by the employee, deductions from his earnings will be made in accordance with established Board policy for contributions to the Union County Teachers' Federal Credit Union and the existing Tax Sheltered Annuity Plan.

9. PROBATIONARY PERIOD

New employees shall serve a probationary period of 30 days duration. If the employee's service is satisfactory, then a contract will be issued for the balance of the school year.

ARTICLE XV - SALARIES

Custodial and maintenance staff employees shall be paid according to the "Merit" salary guide presented in this article for 1971-72. The first five steps on this guide are incremental. To receive a yearly salary increment, a person in this group must receive a rating of satisfactory from his supervisor. Six (6) months after attaining Step 5 on the guide, increases may be granted when a recommendation for "merit" is received.

STEP	MATRON	CUSTODIAN	MECH. HELPER	NIGHT CUSTODIAN	HEAD CUSTODIAN			MECHANIC
					*ELEMENTARY	JR.HIGH	SR.HIGH	
1.	\$2.24	\$2.75	\$2.94	\$2.99	\$2.96	\$3.18	\$3.42	\$3.59
2.	2.29	2.82	3.01	3.06	3.03	3.25	3.49	3.66
3.	2.34	2.89	3.08	3.14	3.11	3.32	3.56	3.73
4.	2.39	2.96	3.15	3.22	3.18	3.39	3.64	3.81
5.	2.43	3.03	3.22	3.29	3.25	3.47	3.71	3.88
TO MERIT MAXIMUM	2.78	3.48	3.69	3.78	3.73	3.99	4.37	4.45

* Includes Custodian Engineer (Senior High School)

When the present wage-price freeze is relaxed, these hourly rates will be increased by 6% to the nearest penny at each level and shall be effective until June 30, 1972.

Effective July 1, 1972, the guide shall be constructed as follows:

STEP	MATRON	CUSTODIAN	MECH. HELPER	NIGHT CUSTODIAN	HEAD CUSTODIAN			MECHANIC
					*ELEMENTARY	JR.HIGH	SR.HIGH	
1.	\$2.34	\$2.89	\$3.08	\$3.14	\$3.11	\$3.32	\$3.56	\$3.73
2.	2.39	2.96	3.15	3.22	3.18	3.39	3.64	3.81
3.	2.43	3.03	3.22	3.29	3.25	3.47	3.71	3.88
4.	2.52	3.14	3.34	3.41	3.37	3.60	3.87	4.02
5.	2.61	3.25	3.46	3.53	3.49	3.73	4.03	4.16
6.	2.70	3.36	3.58	3.65	3.61	3.86	4.19	4.30
7.	2.78	3.48	3.69	3.78	3.73	3.99	4.37	4.45

* Includes Custodian Engineer (Senior High School)

All new employees will be hired on step one. For the period July 1, 1972 to June 30, 1973, the hourly rate shall be increased over the 1971-72 rate by an additional 6% or whatever maximum is allowed by the wage-price order.

It is understood that these salary adjustments must be permissible under the wage-price order.

ARTICLE XVI

If any provision of this agreement shall be held or declared to be illegal or of no legal effect, said provision shall be deemed null and void without affecting the obligations of the balance of this contract.

ARTICLE XVII

It is understood and agreed between the respective parties hereto, that this contract with all its terms, conditions, provisions and covenants, shall be binding upon both parties, their successors and assigns.

ARTICLE XVIII

This agreement shall remain in full force and effect from the date hereof until June 30, 1973. If at the termination of this agreement, neither party hereto indicates otherwise in writing by notice to the other party at least thirty (30) days prior to the termination date hereof, then and in such event, this agreement shall remain in full force and effect for another year from the date thereof.

TEAMSTERS UNION, LOCAL #102

WESTFIELD BOARD OF EDUCATION

By _____
President

By _____
President

Attest:

Attest:

Secretary

Secretary