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1973 - 74
AGREEMENT

between

WASHINGTON TOWNSHIP BOARD OF EDUCATION
R.F.D. 3, SEWELL, NEW JERSEY 08080

and

TEAMSTERS LOCAL UNION NO. 676

Approved by the Board of Education
on

INTRODUCTION: THIS AGREEMENT made by and between WASHINGTON
TOWNSHIP BOARD OF EDUCATION (hereinafter referred
to as the EMPLOYER) and TEAMSTERS LOCAL UNION NO.
676, affiliated with the International Brotherhood of Teamsters,
Chauffeurs, Warehousemen and Helpers of America.

ARTICLE 3 (continued)

Section 2

An employee who desires to resign his membership in the Union must do so by January 1 or July 1 in order for such resignation to be effective thereafter.

Neither membership in the Union nor non - membership in the same shall be a condition of employment or continued employment.

ARTICLE 4

HIRING NEW EMPLOYEES

Section 1

The Board of Education of Washington Township, Gloucester

ARTICLE 4 (continued)

teachers, and others, may be employed by the Washington Township Board of Education during the year under the Federal (State) Work - Study Program.

ARTICLE 5

SHOP STEWARDS

Section 1

The EMPLOYER recognizes the right of the UNION to designate Shop Stewards and alternates from the EMPLOYER'S seniority list. The authority of Shop Stewards, and alternates so designated by the UNION shall be limited to and shall not exceed the following duties and activities:

(1) The investigation and presentation of grievances to the EMPLOYER or the EMPLOYER'S designated representative, in accordance with the provisions of the Collective Bargaining Agreement.

(2) The collection of dues when authorized by appropriate Local Union action.

(3) Shop Stewards and alternates have no authority to take strike action or any other action interrupting the EMPLOYER'S business, except as authorized by official action of the UNION.

The EMPLOYER, in so recognizing such limitation, shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slowdowns, or work stoppage in violation of this Agreement.

ARTICLE 5 (continued)

Agent and EMPLOYER agree to a meeting to be attended by the Shop Steward, the Steward shall be compensated by the EMPLOYER for all lost earning opportunities or time lost. Time lost shall be construed to mean that the Shop Steward shall be paid for all time spent while negotiating grievances with the EMPLOYER, regardless of time already earned for that day. Time is to be computed at the applicable hourly rate for the Steward's job classification.

ARTICLE 6

ABSENCE

Section 1

Time Off for Union Activities

The EMPLOYER agrees to grant the necessary time off, without discrimination or loss of seniority and without pay, to any employee designated by the UNION, in writing, to the EMPLOYER, to act as an elected Union Officer, Business Agent, Organizer, or to attend a Labor Convention for a period not to exceed one week.

Section 2

Personal Leave of Absence

Any employee desiring leave of absence from his employment shall secure written permission from both the UNION and the EMPLOYER. The maximum leave of absence shall be for thirty (30) days, without pay, and may be extended for like periods. Permission for extension must be secured from both the UNION and the EMPLOYER.

ARTICLE 7 (continued)

Section 2 Seniority Rank and Posting

Once each year, during the month of July, EMPLOYER shall compile and submit to the UNION in writing, and then post in a conspicuous place, a Seniority List or Lists from the regular payroll records. Any employees hired after said posting shall have their names added to this list, in order of date of hire, and the UNION shall be notified of such additions. Any controversy over the seniority standing of any employee on the Seniority List or Lists shall be submitted as a grievance.

Section 3 Seniority

After he has worked for an EMPLOYER for at least sixty (60) consecutive calendar days, an employee shall gain seniority status and his seniority date on the seniority list shall revert to the first day of his sixty (60) day qualification period.

ARTICLE 9 (continued)

Section 2 Illness or Injury

Any employee who is absent because of illness or injury shall accumulate seniority for the purpose of determining his place on the seniority list. Such illness exceeding seventy two (72) hours must have a doctor's approval to return to work stating cause and type of illness, for instance

TB

VD

Blood poisoning (open wound)

Back injury (outside)

Hernia operation

ARTICLE 10 PROMOTIONS

In promoting employees to jobs coming within this Agreement, the EMPLOYER shall have the right to select qualified persons, but as between qualified persons, preference shall be given according to seniority. All employees within this AGREEMENT shall have equal opportunity to qualify for any promotions within the scope of this AGREEMENT. If the EMPLOYER in his option feels that the employee is not qualified to fill such a promotion, the employee shall have a thirty (30) day trial period to qualify. In the event the Employer feels that the employee is not qualified after the thirty (30) day

ARTICLE 12 (continued)

Second Step

If no solution can be reached the Union Steward shall refer the matter to the Business Agent, and the Business Agent shall take the matter up with the Employer or the Employer's representative in an endeavor to adjust it amicably.

Third Step

If the Business Agent of the Union and the Employer or Employer's representative cannot reach a satisfactory Agreement, the matter shall be submitted to a designated Arbitrator mutually agreed upon by both parties. If the parties cannot agree upon an Arbitrator then the matter shall be submitted to the New Jersey State Mediation Service for the selection of an Arbitrator. The Arbitrator shall render a decision within 24 days. After the closing of the hearing the fee of the Arbitrator shall be borne equally by the Union and Employer.

Section 2

Filing of Written Grievance

All employees covered under this Agreement shall have seven (7) working days to file a written grievance after grievance has become known; and ten (10) working days for any employee that may be absent because of illness and/or injury. Failure to file within the time limit will dissolve the grievance.

Section 3

Inspection Privileges - Access to Premises

Authorized agents, with proof of identity, of the UNION

ARTICLE 13 (continued)

Except when an emergency prevents it, grievances concerning dismissal or suspension shall be advanced over all other matters pending for grievance hearings, and shall be promptly heard.

Except in the case of immediate dismissal for the causes set forth below, no employee may be dismissed or suspended for his first offense, except drinking, use of dope, or homosexual activities, but shall receive at least one written warning for each different classification of offense.

The parties agree that causes for dismissal without first discussing the matter with the Business Agent shall be the following:

- (1) Calling or participating in any unauthorized strike, work stoppage, or walk - out.
- (2) Drunkenness, proven during working hours, or being under the influence of alcohol during working hours.
- (3) Proven theft or dishonesty.
- (4) Unprovoked assault on his EMPLOYER or his EMPLOYER'S representative during working hours.
- (5) Use of dope, in or out of school buildings.
- (6) Homosexual activities in or out of school buildings.

ARTICLE 14 (continued)

- C. Father
- D. Sisters
- E. Brothers
- F. Children
- G. Grandparents
- H. Mother - in - Law
- I. Father - in - Law

The EMPLOYER shall grant such employee effected a maximum of five (5) days off with pay for the purpose of attending services for the deceased. The five (5) days pay is to compensate the employee for any time loss for normal work week, because of such death.

ARTICLE 15 (a) CHECK - OFF OF DUES

Upon receipt of proper written authorization of any employee, the EMPLOYER will deduct from the wages due such employee, on the first pay week of each month, his UNION initiation fees and monthly dues, as are from time to time fixed by the Local Union, in accordance with the Constitution and By - Laws of the Local Union, and certified to the Employer by the Secretary - Treasurer of the UNION as being so fixed, and will forward the aggregate amount of such deductions promptly each month to the Secretary & Treasurer of the

ARTICLE 16 (continued)

Section 1 Posting of Notices

The EMPLOYER agrees to the posting, within his business premises, of notices of UNION meetings, etc. The Company shall install a Bulletin Board for UNION notices. Bulletin Board to be in the Custodian's Office.

Section 2 Mutual Guarantees

When EMPLOYER and UNION shall have agreed in writing upon interpretations of this AGREEMENT or uniform rules and regulations for the conduct of employees, such interpretations or rules and regulations shall be regarded as part of this AGREEMENT.

ARTICLE 17 NO STRIKE CLAUSE

All grievances shall be processed in orderly fashion through the steps provided in this AGREEMENT. There shall be no strikes, work stoppages, slow - downs, lockouts, or threats thereof, for any reason whatsoever, during the term of this AGREEMENT.

ARTICLE 18 RATES OF PAY ON LATE SHIFT

Section 1 Any employee required to work a second shift shall receive a night shift differential of fifteen cents (15¢) an hour.

Any employee required to work a third shift shall receive a night shift differential of twenty - five cents (25¢) per hour.

ARTICLE 19 (continued)

sick leave as needed in subsequent years. The employer shall have the right to require a physical examination of an employee following a serious injury or illness. Each employee shall receive two (2) personal days per year. Use of personal days must be approved in advance by the Superintendent unless an emergency occurs and then approval can be granted retroactively. All requests must be in writing. No reasonable request will be denied.

5. Vacations:

One week vacation after 6 months of employment.

Two weeks vacation after one complete year of employment.

Three weeks vacation after 10 years of continued employment

6. Holidays:

Veterans' Day (or some other day during the month
of November)

Thanksgiving Day Day After Thanksgiving

Christmas Eve (12/24) Christmas Day

December 26

New Year's Eve (12/31) New Year's Day

Presidents' Birthday Good Friday

Easter Monday Memorial Day

Independence Day Labor Day

ARTICLE 19 (continued)

respective salary rates with the 1972 - 73 school year as per the schedule below.

<u>CUSTODIANS</u>	<u>1972 - 73</u>	<u>1973 - 74</u>
	5,700.00	6,100.00
	5,900.00	6,200.00
	6,200.00	6,450.00
	6,400.00	6,650.00
	6,700.00	6,900.00
	7,000.00	7,200.00

The starting salary for new custodians shall be \$5,800.00.

<u>MATRONS</u>	<u>1972 - 73</u>	<u>1973 - 74</u>
	3,550.00	3,750.00
	3,750.00	3,950.00
	4,450.00	4,600.00

The starting salary for new matrons shall be \$3,550.00.

The salary schedules listed above shall be prorated for those working less than forty (40) hours and/or twelve (12) months.

Matrons will be hired on a ten - month contract. They will, however, have the option of working during

ARTICLE 20 (continued)

performing all work available to him, at Employer's place, shall sustain no loss of pay for the balance of the day on which he was injured.

Ability to perform work shall be determined by doctor and/or hospital report and employee must have a signed note or letter on doctor's or hospital stationery depicting extent of injury and approximate length of recovery period.

ARTICLE 21 MAINTENANCE OF STANDARDS

Section 1 Protection of Conditions

The EMPLOYER agrees that all conditions of the employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at no less than the highest standards in effect at the time of the signing of this AGREEMENT; and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this AGREEMENT. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this AGREEMENT if such error is corrected within ninety (90) days from the date of error.

This provision does not give the Employer the right to impose

ARTICLE 25, Section 1 (continued)

IN WITNESS WHEREOF the parties hereto have set their hands and seals this

_____ day of _____

FOR THE BOARD OF EDUCATION

FOR THE UNION

Richard Zaleski
RICHARD ZALESKY, PRESIDENT

John P. Greeley 7-10-73
JOHN P. GREELEY, PRESIDENT

Robert P. Wooton
ROBERT P. WOOTON, SECRETARY

Adopted June 19, 1973