

NOV 2 1981

RUTGERS UNIVERSITY

THIS AGREEMENT made and entered into as of the 1st day of July 1979

between the NORTH BERGEN BOARD OF EDUCATION, hereinafter referred to as the "BOARD" and LOCAL NO. 11, I.B.T. affiliated with the INTERNATIONAL BROTHERHOOD OF TEAMSTERS, CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA, a Labor Organization, hereinafter referred to as the "UNION".

WITNESSETH:

WHEREAS, the Board has recognized the said Union as the sole and exclusive bargaining agent for all clerical employees of the Board,

NOW, THEREFORE, it is mutually agreed between the parties as follows:

ARTICLE 1. RECOGNITION

Section 1. The Board hereby recognizes the Union as the sole and exclusive representative for collective negotiation concerning the terms and conditions of employment herein provided for all clerical and CETA employees now employed or to be employed by the Board.

Section 2. The bargaining unit shall consist of all clerical and CETA employees of the Board.

Section 3. Wherever used herein the term employees shall mean and be construed only as referring to clerical and CETA employees of the Board.

ARTICLE 2. CHECK-OFF

Section 1. The Board, after receipt of written authorization from each individual employee who is a member of the Union, agrees to deduct from the salaries of said employees their monthly dues. Such deductions shall be made from the first salary paid each employee during the month.

Section 2. In making the deductions and transmittals as above specified, the Board shall rely upon the most recent communication from the Union as to the amount of the dues. The total amount deducted shall be paid to the Local Union within five (5) days after such deduction is made.

Section 3. The Union shall hold the Board harmless and shall indemnify the Board against any claims made against it by virtue of any payments made to the Union under this Article.

Section 4. The Board agrees to forward the full name and address of all new employees. The Board further agrees to notify the Union when unit employees are discharged, granted leaves of absence, absent due to illness or injury, or leave the employ of the Board, for any reason whatsoever, when submitting the

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deduction list to the Union office each month.

### ARTICLE 3. SENIORITY

Section 1. The Board shall establish and maintain a seniority list of employees' names and date of employment from date of last hire on a job classification basis, with the employee with the longest length of continuous and uninterrupted service to be placed at the top of said seniority list. The name of all employees with shorter length of continuous service shall follow the name of such senior employee, in order, until the name of the employee with the shortest length of service appears at the foot of the list. Such seniority list shall be kept up to date with additions and subtractions as required.

Section 2. Employees' seniority shall be deemed lost for the following reasons:

- A. Discharge
- B. Resignation

### ARTICLE 4. HOURS OF WORK AND OVERTIME

Section 1. The normal work week shall be from Monday to Friday, both inclusive, and shall be comprised of five (5) days of seven (7) hours each including the lunch period according to present practice.

Section 2. Any work required to be performed beyond seven (7) hours including the lunch period in any one (1) day or on Saturday shall be considered overtime and compensated for at one and one-half ( $1\frac{1}{2}$ ) times the regular hourly rate of pay. Work performed outside an employees' regular assignment (second job within the school system) shall not be considered as overtime.

A. In the event the Board of Education finds it necessary to employ anyone during the summer closing outside of employee's regular assignment (2nd job within the school system), the employees in the bargaining unit shall be given first preference to such assignment on a seniority basis and at the prevailing rate for such job.

B. Summer work schedule shall be from 9:00 A.M. to 3:00 P.M., including the lunch period according to present practice.

Section 3. Any work required to be performed on Sunday shall be considered overtime and compensated for at two (2X) times the regular hourly rate of pay.

Section 4. It is understood that Holiday pay shall be considered as time worked for the purpose of computing overtime pay.

Section 5. Employees required to work prior to the start of their normally assigned work schedule, shall be paid overtime for any such time worked.

Section 6. In the event any employee is called back to work after the conclusion of her normal assigned work schedule, the employee will be entitled to a minimum of four (4) hours pay at one and one-half (1½) times the employee's regular rate of pay.

Section 7. The Board shall notify the employees of any Saturday or Sunday work not later than the end of the shift on Thursday of that week, except for emergencies.

#### ARTICLE 5. GRIEVANCE AND ARBITRATION PROCEDURE

Section 1. Any difference or dispute between the Administration and the Union relating to the terms of this Agreement or its interpretation, application, or the enforcement thereof, shall be subject to the following procedures which shall be resorted to as the sole means of obtaining adjustment of the dispute, which shall hereafter be referred to as a "Grievance".

STEP ONE. The Grievance, when it first arises, shall be taken up orally between the employee and the Principal of the school where such employee works.

STEP TWO. If this grievance is not settled during the first informal conference, then such grievance shall be reduced to writing by the Union Representative and served upon the Secretary of the Board within seven (7) days thereafter. Where a written grievance has been served upon the Board, the designated representative will consider such grievance and such Board Representative shall confer with the employee or Union representative within seven (7) working days, after written grievance has been filed with the Secretary of the Board, and give a written answer thereto within five (5) working days after said conference.

STEP THREE. In the event the grievance is not satisfactorily settled by the procedure in STEP TWO, then the same shall be the subject of a conference between the Union and the Board at its next regular meeting, and the Board shall notify the Union of its decision within seven (7) days thereafter.

STEP FOUR. In the event the grievance is not satisfactorily settled by the discussions in STEP THREE, then the matter may be referred by the grieving party to the New Jersey State Mediation Board, which is empowered to

hear and determine the propriety of the grievance and its decision thereon shall be final and binding upon both parties. Unless this step is taken within ten (10) days after notification of the decision of the Board, it shall be considered abandoned.

Section 2. The cost of arbitration shall be shared equally by the Board and the Union.

Section 3. Only the parties to this Agreement shall have the right to request any hearing under this Article.

Section 4. It is agreed that the Commission or Arbitrator may not change, modify, alter, substitute, add to, or subtract from the provisions of this Agreement. No dispute arising out of any question pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

Section 5. In the event an award is made for back pay, it is agreed that any employee earnings elsewhere during the period covered by the award shall be deducted from the award.

#### ARTICLE 6. BEREAVEMENT PAY

Section 1. Bereavement pay shall be paid as follows:

- A. Death in the immediate family provided such absence does not exceed five (5) school days. Immediate family is defined as parent, spouse, brother, sister, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandchild or any relative who makes his home with the employee and is considered a permanent member of the household.
- B. Funeral of a relative other than defined above or a close friend provided such absence does not exceed one (1) day.

#### ARTICLE 7. HOLIDAYS

Section 1. Employees shall be paid at their regular rate of pay for holidays not worked as indicated on the North Bergen Public Schools "School Calendar" showing days school will be closed in the year 1979-80, 1980-81, 1981-82, excluding summer vacation closing.

All clerical personnel shall be dismissed at 1:00 P.M. on the days preceding Thanksgiving, Christmas and Easter Holidays.

The present practice of a clerk to be in attendance during the Christmas and Easter Holidays shall be continued without additional pay.

Section 2. Employees required to work any holidays except as set out in Section 1, shall be paid two (2X) times in addition to holiday pay.

**ARTICLE 8. VACATIONS**

Employees shall be granted vacations for the 1979-1980, 1980-1981, 1981-1982 school years in accordance with the vacation program now in effect.

The Board of Education agrees to post a notice of vacation dates on all Bulletin Boards not later than April 1st.

**ARTICLE 9. HEALTH AND WELFARE BENEFITS**

The Board agrees to continue the present Welfare benefits, including Blue Cross-Blue Shield, Rider J and Major Medical for the employees and their dependents.

During the first year of this agreement the Board will provide coverage for the employee only, under the New Jersey Dental Plan, at no cost to the employees in the bargaining unit.

Effective at the start of the second year of the agreement, the Board will provide coverage for the employees and their eligible dependents under the New Jersey Dental Plan and the \$1.00 Co-Pay Union Prescription Program at no cost to the employees in the bargaining unit.

**ARTICLE 10. JURY DUTY PAY**

An employee who is called and serves on Jury Duty shall be paid the difference between the daily fee allowed by the court and straight time pay for scheduled working time lost.

**ARTICLE 11. LEAVE OF ABSENCE**

Section 1. Upon timely application, employees may apply to the Board for a leave of absence without pay for a period not exceeding ninety (90) days without loss of benefits. The reason for such request shall be made known to the Board, and the Board will give reasonable consideration to such application. Provided further that nothing contained herein shall prevent an employee who is on a leave of absence without pay applying for an extension of such leave of absence without pay. In such an event the employee shall state the reason for the leave of absence extension and the granting of the leave shall be at the discretion of the Board of Education.

Section 2. Each employee shall be allowed three (3) absences per year for personal reasons. No deduction will be made in the clerk's salary for these absences. Provided further that unused personal days will be added to accumulated sick leave.

Personal days may not be taken on the day preceding or the day

following a school holiday. However, under extenuating circumstances, exceptions may be made by request to the Superintendent. Where possible, three (3) days prior notice of absence for personal reasons is required.

#### ARTICLE 12. VETERAN'S RIGHTS AND BENEFITS

Section 1. The seniority rights of all employees who enlist or who are drafted pursuant to an appropriate law now in force, or to be enacted, shall be maintained during such period of military service. Each such employee shall have the right to reinstatement to her former position or to a position of equal stature, at the salary rate previously received by her at the time of her induction into military service, together with all salary increases granted by the Board to said employee's previous position during the period of such military service.

Such reinstatement of veterans shall be upon application made within ninety (90) days after such an employee is honorably discharged from the service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

Section 2. The Board agrees to allow the necessary time for any employee in the Reserves to perform her duties when called without impairment of her seniority rights.

Section 3. The Board agrees to pay an employee for all reasonable time lost in reporting for physical examination for the Military Service.

#### ARTICLE 13. SICK LEAVE

Section 1. A clerk absent from her position because of personal illness, shall suffer no deduction in pay for each of the first ten (10) days of absence in any school year. Such sick leave, if unused, shall be cumulative.

Section 2. The Board shall provide each clerk with an accounting of accumulated sick leave by September 1st, of each year.

Section 3. If the absence of a clerk in any one year, because of personal illness, exceeds ten (10) days plus the accumulated sick leave, the clerk shall forfeit two dollars and fifty cents (\$2.50) for each day of absence for the next twenty (20) days. Loss of five dollars (\$5.00) a day for the next twenty (20) days. Loss of a half ( $\frac{1}{2}$ ) day's pay for the next fifty (50) days. Thereafter it is up to the discretion of the Board.

**ARTICLE 14. MISCELLANEOUS WORKING CONDITIONS**

**Section 1.** No employee shall make or be requested to make any agreement, or to enter into any understanding inconsistent or conflicting with the terms of this agreement.

**Section 2.** The Board shall provide reasonable bulletin board space for the posting of Union notices to its members.

**Section 3.** Employees not included in the bargaining unit shall not be permitted to perform the duties of employees in the bargaining unit except in emergencies.

**Section 4.** No clause in this agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions.

**Section 5.** All clerical personnel hired as of July 1, 1979 shall be employed for an eleven (11) month period. As of July 1, 1979, all voluntary transfers from eleven (11) month positions to a present ten (10) month position the job classification will remain an eleven (11) month position.

**ARTICLE 15. JOB VACANCIES, NEW JOBS CREATED OR PROMOTIONS**

**Section 1.** If new jobs are created, if vacancies occur in a higher rated position, or promotions are to made, and if two or more employees equally qualified apply for such position, seniority shall be the determining factor in the selection of employees to fill such positions before any new employees are hired.

**Section 2.** The Board agrees that it shall post a notice of such new job, vacancy, or promotion on the Bulletin Board for a period of three (3) working days. Such notice shall contain, where available, a description of the job, the rate and when the job will be available. Anyone interested, in order to be eligible, must sign the notice.

**Section 3.** The successful bidder and the Union shall be notified in writing of the employee's acceptance by the Board within seven (7) days of such acceptance. If there are no successful bids the Board may appoint or hire to fill such job.

**Section 4.** Any employee so selected to fill such job shall be granted a trial period of up to sixty (60) days. If it shall be determined by the Board during the said trial period, that the promoted employee is not qualified to discharge the duties of the position to which he or she was promoted, the employee shall resume his or her former position or a position equivalent thereto. During the trial

period the employee shall receive no increase in salary by reason of the promotion, but shall, if accepted in the new position, receive such an increase in salary retroactive to the commencement date of the trial period. However, if the employee has experience and has previously adequately performed the higher rated position, such employee shall receive the higher rate immediately.

**ARTICLE 16. STRIKES AND LOCKOUTS**

**Section 1.** It is agreed that the Union and employees shall not call or engage in a strike (or threats thereof) and that the Board shall not institute a lockout, for any cause whatsoever, during the term of this agreement; nor shall the Union or any of the employees cause or participate in any cessation of work, slowdown, work stoppage or interference of any kind with Board operations.

**Section 2.** The Union shall not be liable for any strike, cessation of work, slowdown, work stoppage, or interference of any kind with normal Board operations unless the Union has authorized such strike, cessation of work, slowdown, work stoppage or interference of any kind with normal Board operations or sanctioned or participated in same.

**ARTICLE 17. SALARIES AND JOB CLASSIFICATIONS**

**Effective July 1, 1979 - 80**

<u>CLASSIFICATION</u>	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>	<u>7th</u>
Sec. to Supt.	8675	9175	9675	10175	10675	11375	11875
Sec. to Sec.	8675	9175	9675	10175	10675	11375	11875
Sec. to HS Prin.	8175	8675	9175	9675	10375	10875	11375
Data Proc. Clerk	8175	8675	9175	9675	10175	10675	11175
Adm. & HS Sec.	7925	8425	8925	9425	9925	10425	10925
Payroll Clerk	7775	8275	8775	9275	9775	10275	10775
Bookkeeper	7775	8275	8775	9275	9775	10275	10775
Elem. Sch. Clerk	7175	7675	8175	8675	9175	9675	10175
Adm. & HS Clerk	7175	7675	8175	8675	9175	9675	10175

**Effective July 1, 1980 - 81**

Sec. to Supt.	9475	9975	10475	10975	11675	12175	12675
Sec. to Sec.	9475	9975	10475	10975	11675	12175	12675
Sec. to HS Prin.	8975	9475	9975	10475	11175	11675	12175
Data Proc. Clerk	8975	9475	9975	10475	10975	11475	11975
Adm. & HS Sec.	8725	9225	9725	10225	10725	11225	11725



<u>CLASSIFICATION</u>	<u>1st</u>	<u>2nd</u>	<u>3rd</u>	<u>4th</u>	<u>5th</u>	<u>6th</u>	<u>7th</u>
Payroll Clerk	8575	9075	9575	10075	10575	11075	11575
Bookkeeper	8575	9075	9575	10075	10575	11075	11575
Elem. Sch. Clerk	7975	8475	8975	9475	9975	10475	10975
Adm. & HS Clerk	7975	8475	8975	9475	9975	10475	10975

Effective July 1, 1981 - 82

Sec. to Supt.	9975	10475	10975	11475	12175	12675	13175
Sec. to Sec.	9975	10475	10975	11475	12175	12675	13175
Sec. to HS Prin.	9475	9975	10475	10975	11675	12175	12675
Data Proc. Clerk	9475	9975	10475	10975	11475	11975	12475
Adm. & HS Sec.	9225	9725	10225	10725	11225	11725	12225
Payroll Clerk	9075	9575	10075	10575	11075	11575	12075
Bookkeeper	9075	9575	10075	10575	11075	11575	12075
Elem. Sch. Clerk	8475	8975	9475	9975	10475	10975	11475
Adm. & HS Clerk	8475	8975	9475	9975	10475	10975	11475

Employees employed prior to January 1st will be placed on the next succeeding step on July 1st. Such employees will receive credit for a full year's service. Employees employed for the first time after January 1st will not receive credit for a full year's service until the second July 1st.

Employees upon completion of years of service indicated below shall receive an additional increase above the maximum.

<u>YEARS OF SERVICE</u>	<u>1979 - 82</u>
7 to 9 years	\$ 50.00
10 to 14 years	100.00
15 to 19 years	250.00
20 to 24 years	450.00
25 to 29 years	500.00
30 to 34 years	550.00
35 to 39 years	600.00
39 years and up	700.00

ARTICLE 18. TERMINAL LEAVE COMPENSATION

(A)

1. For the contract years 1979 - 82 unit members attaining the age of fifty-five years and having at least fifteen years of continuous service with the North Bergen School System, immediately prior to termination of employment shall upon termination of employment for whatever reason receive terminal leave pay as follows:

