

THIS BOOK DOES  
NOT CIRCULATE

AGREEMENT BETWEEN  
WEST ORANGE BOARD OF EDUCATION

and

INTERNATIONAL UNION OF OPERATING ENGINEERS  
LOCAL 68-68A-68B

JULY 1, 1976 to JUNE 30, 1978

*Early County*

LIBRARY  
Institute of...

RUTGERS

THIS AGREEMENT made this fifteenth day of March, 1976, between the Board of Education of the Town of West Orange in the County of Essex (hereinafter call the Board) and the International Union of Operating Engineers, Local 68-68A-68B (hereinafter call the Union).

WHEREAS the Board and the Union have carried on negotiations in order to implement the provisions of Chapter 303 of the Laws of 1968 (New Jersey Employer-Employee Relations Act, as amended), and to encourage and increase the effective and harmonious working relationships between the parties hereto: and

WHEREAS as a result of said collective negotiations, the parties have reached certain agreements with respect to a collective negotiations agreement;

NOW, THEREFORE, in consideration of covenants hereinafter contained, it is mutually understood and agreed as follows:

1. The Board recognizes the Union as the majority representative in accordance with Chapter 303, Laws of 1968, as amended, for the employees of the Board in the following appropriate unit:
  - A. All employees in the classification of Head Custodian, Custodian, Driver, Utility Worker and Maintenance, excluding all executive, clerical and professional personnel.
2. Any of the rights, power or authority the Board had when there was no collective bargaining representation are retained by the Board and may be exercised without prior notice to or consultation with the Union except those specifically abridged or modified by this Agreement. The Board retains

the right to institute time clocks and appropriate procedures for use of same during the course of this Agreement.

3. SEPARABILITY - It is the intent of the parties hereto to abide by all applicable statutes covering the subject matter of this Agreement. Should any provision or provisions of the Agreement be declared illegal, contrary to any statute, all other provisions of the Agreement shall remain in full force and effect, and substitutions for the invalidated provision or provisions shall be immediately negotiated.
4. The employees within the Bargaining Unit agree to perform their duties under the direction of their respective supervisors and in accordance with this Agreement, the rules, regulations, policies and by-laws of the Board, the State Board of Education and the statutes pertinent thereto.
5. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement.
6. The Board shall provide insurance protection of Blue Cross/Blue Shield, Rider J, major medical and dental insurance, as presently established.
7. SENIORITY RIGHTS - Seniority rights for tenure employees shall be as set forth in NJSA 18A:17-4.



8. TENURE AND PROBATIONARY PERIOD - All employees who have been employed for a period of three (3) consecutive calendar years shall be given an appointment for an unfixed term so that tenure may be acquired in accordance with NJSA 18A:17-3. All other employees will be given a similar appointment upon the completion of three (3) consecutive calendar years on the third anniversary of their employment date. Time spent on leaves of absence shall not be included in computing said three (3) year period.

All newly hired employees shall be given a contract for a fixed term to run from the date of hiring to the following June 30. A copy of said contract is attached hereto and marked Appendix A-1. All newly hired employees shall be subject to a ninety (90) day probationary period. During this period of ninety (90) days, the employee shall be subject to immediate dismissal. The thirty (30) day period set forth in Paragraph 1 of Appendix A-1 shall not apply to probationary employees.

9. SALARIES, HOURS OF WORK AND OVERTIME - (a) A normal, but not guaranteed work week shall consist of forty (40) hours, and five (5) days per week. All work in excess of forty (40) hours in any one week shall be considered overtime, payable at time and one-half ( $1\frac{1}{2}$ ) of the employee's normal rate of pay. Excused absence shall be considered as time worked for the purpose of computing overtime. Any employee who is required to report to work on a Saturday, Sunday, or holiday (as defined in the attached holiday calendar), or is called back to work for an

emergency, shall be granted a minimum of two (2) hours pay for each of said call-ins.

The work week will be computed from 12:01 a.m. Sunday to 12:00 p.m. Saturday.

- b. It is expected that an employee will work reasonable overtime when requested to do so. Salaries of all employees covered by this Agreement are as set forth in Appendix A-2 and annexed hereto. Night differential pay shall be paid at the rate of \$500.00 per year. Said salary schedule is subject to voter approval at the annual budget election, and shall be administered according to the Board's Rules and Regulations.
- c. Employees utilized in a temporary assignment at a higher classification shall be compensated at the following hourly rates:
  1. Maintenance - \$5.50 per hour (1976-77); \$5.60 per hour (1977-78) - rate to be effective after five (5) consecutive work days in the temporary assignment, retroactive to the first work day of the assignment.
  2. Head Custodian - \$5.00 per hour (1976-77); \$5.10 per hour (1977-78) - rate to be effective after twenty (20) consecutive work days in the temporary assignment, retroactive to the first work day of the assignment.

3. Driver, Utility Worker - \$4.75 per hour (1976-77; \$4.85 per hour (1977-78) - rate to be effective after five (5) consecutive work days in the temporary assignment, retro-active to the first work day of the assignment.

10. VACATIONS, HOLIDAYS, AND EMPLOYEE ABSENCES - All employees covered by this Agreement shall be granted earned vacation in accordance with the following schedule:

- A. Employees with less than one (1) years service by June 30 shall be granted one (1) working day for each month of employment before June 30, not to exceed ten (10) days. Employment in the first month must begin prior to the sixteenth (16) day of the month to allow credit for vacation.
- B. An annual vacation of ten (10) working days after a completion of one (1) to ten (10) years satisfactory service.
- C. An annual vacation of fifteen (15) working days after completion of ten (10) to fifteen (15) years satisfactory service.
- D. Those who complete more than fifteen (15) years of service by June 30 of any year will become eligible for twenty (20) days annual vacation. Said vacation will be taken at times which are approved by the Superintendent of Buildings and Grounds

Thirteen (13) holidays shall be granted each year during the period, July 1 - June 30, the dates to be set forth in a holiday calendar established by the Board of Education and attached hereto for reference purposes only.

Employees shall be granted absences from employment as presently established by and subject to the Board's Rules and Regulations (Attached as Appendix B for reference).

11. **CHECK-OFF OF UNION DUES** - The Board agrees to deduct monthly Union dues from the wages of employees covered by this Agreement who are members of the Union and who individually and voluntarily sign an authorization card for such deductions. The parties agree that the check-off authorization card shall be as prescribed by Chapter 310, NJSA 52:14-15-9e.

In making deductions the Board shall rely upon the most recent communication from the Union as to the rate of the monthly dues. The Union agrees to indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken in respect to deduction of dues and initiation fees made pursuant to the provisions of this Article.

12. The Union acknowledges the right of the Board to alter and amend its rules concerning the operation of the schools, based upon educational needs. The Board agrees, however, that it will not alter the basic financial terms of this contract, specifically (a) Compensation, (b) Sick Days, (c) Personal Days, (d) Vacations; and (e) Insurance protection during the term of this Agreement without making appropriate adjustments as to these basic financial terms, with the employees covered by this Agreement.

13. **GRIEVANCE PROCEDURE** - The following grievance procedure is hereby established:

- A. If any employee has a problem or complaint, he shall discuss



it informally with his immediate supervisor prior to filing a formal grievance pursuant to this Article.

B. For the purpose of this Agreement, the term "grievance" shall mean any dispute between the Board and the Union, or between the Board and any employee within the bargaining unit, concerning the meaning and application of the provisions of this Agreement.

C. Grievances to be considered hereunder must be submitted no later than five (5) working days after the alleged grievance has arisen and if not so submitted shall be waived. Grievances will be handled according to the following procedure:

Step 1. The grievance shall be submitted by the aggrieved employee to his immediate supervisor in writing on a form to be provided by the Board. This form will provide copies of the grievance for the aggrieved and for the Union. If the matter is not satisfactorily settled in this stage within five (5) working days after presentation of the grievance, it may within two (2) more working days be referred to the Superintendent of Buildings and Grounds. If the grievance pertains only to a situation involving a building which is administered by a building principal, then in that event the grievance shall go from the immediate supervisor as aforesaid to the principal of the particular building involved. If the matter is not satisfactorily settled at this stage within five

(5) working days after submission to the principal, it may, within two (2) more working days be referred to the Superintendent of Buildings and Grounds.

Step 2. The employee and the Union official (if the employee so desires) may meet with the Superintendent of Buildings and Grounds for the purpose of discussing the grievance. The Superintendent of Buildings and Grounds shall give his reply within ten (1) working days, following presentation of the grievance. If the grievance is not settled at Step 2, the grievance, within five (5) working days, may be referred to Step 3.

Step 3. The aggrieved employee and a Union official (if the employee so desires) may meet with the Superintendent of Schools or his designee for the purpose of discussing the grievance. The Superintendent of Schools or his designee shall give his reply within ten (10) working days following the meeting.

Step 4. In the event that the Union is not satisfied with the decision of the Superintendent of Schools or his designee, such grievance or grievances may be taken to arbitration. The parties shall be bound by the rules and procedures of the American Arbitration Association. The power and authority of the impartial arbitrator shall be limited to the construction and interpretation of this Agreement as applied to the subject of the particular grievance

involved. He shall have no authority or power to add to, delete, disregard, or modify any of the provisions of this Agreement. The decision of the impartial arbitrator shall be final and binding upon the parties. Arbitration, if any, shall be held in New Jersey.

- D. It is expressly understood and agreed that in addition to the exclusion from the provisions of the grievance and arbitration clause which are contained elsewhere in the Agreement, the following are not subject to the grievance and arbitration provision of this Agreement.
- (a). Matters where a method of review is prescribed by law, or by any rule, regulation or by-law of the State Commissioner of Education or the State Board of Education.
  - (b). Matters where the Board is without authority to act.
  - (c). Matters involving the sole and unlimited discretion of the Board; except as modified by this Agreement.
  - (d). Matters where the discretion of the Board may not be unlimited, but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.
  - (e). The expenses and fees incident to the services of the impartial arbitrator shall be jointly paid by the Board and the Union.
  - (f). Either the Board or the Union may utilize the service of any suitable consultant for assistance in arbitration. The cost of such service shall be borne fully by the party utilizing same.

14. JOB POSTING - All notices of job opportunities within the bargaining unit (as defined in Article 1) shall be posted in all schools and the Administrative Office a reasonable time in advance of interviewing. A copy of said notice shall be sent to the Union.
15. FIREMAN'S LICENSE - A stipend of \$100 (1976-77); \$150 (1977-78) annually shall be paid to each Head Custodian or Custodian possessing a New Jersey Fireman's License.
16. SCHOOL BUS DRIVERS' LICENSE - The Board will reimburse fees to all employees securing a school Bus Drivers' license (\$25 initial license, \$4 annual renewal).
17. UNIFORMS - Uniforms (including foul weather gear where necessary) shall be provided by the Board.
18. This Agreement shall cover the period commencing July 1, 1976 and expiring at 12:00 o'clock Midnight on June 30, 1978.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and affixed the corporate seal hereto the day and year first above written.

BOARD OF EDUCATION OF THE TOWN OF WEST ORANGE IN THE COUNTY OF ESSEX

ATTEST:

/s/ [Signature]  
Secretary

BY:

/s/ [Signature]  
President

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68-68A-68B

/s/ [Signature]  
Business Manager

/s/ [Signature]  
President

/s/ [Signature]  
Recording Secretary

/s/ [Signature]  
Business Representative

THE PUBLIC SCHOOLS  
West Orange, New Jersey

DEPARTMENT OF BUILDINGS AND GROUNDS

HOLIDAY CALENDAR - 1976-77

Monday	July 5	Independence Day	1
Monday	September 6	Labor Day	1
Friday	November 5	N.J.E.A. Convention	1
Thursday & Friday	November 25 & 26	Thanksgiving Recess	2
Friday	December 24	Christmas Eve	1
Monday	December 27	Christmas Recess	1
Friday	December 31	New Year's Eve	1
Monday	February 21	Washington's Birthday	1
Friday	April 8	Good Friday	1
*Monday through Friday	April 18 through 22	Spring Recess (All work 3 days)	2
Monday	May 30	Memorial Day	<u>1</u>

13

\*Holidays during Spring Recess shall be arranged so that the buildings are manned every day.

## ABSENCE OF EMPLOYEES

### 1. SICK LEAVE FOR PERSONAL ILLNESS

All full-time employees shall be allowed ten (10) days or two (2) calendar week's absence annually with full salary for sickness in person or quarantine. All employees shall receive credit for their accumulated days of sick leave as of June 30, 1954. Thereafter, all unused sick leave shall be added to the accumulated total. Full salary shall be paid for absence due to sickness until such accumulated leave is exhausted. Thereafter, full salary shall be deducted in accordance with the method of calculating the daily rate.

### 2. SUPPLEMENTARY SICK LEAVE

Full-time employees shall be credited with five (5) days supplementary sick leave allowance for each year of service beginning with the 1960-61 school year, with unused days to be accumulated. Full-time employees, who have exhausted their regular sick leave, may utilize the accumulated supplementary sick leave to the extent necessary to provide total compensation of three days in a month.

### 3. LEAVE OF ABSENCE DUE TO PERSONAL ILLNESS

Employees may request in writing a leave of absence due to illness or health reasons. Such a request shall be made to the Superintendent of Schools who shall transmit the request for Board of Education action. The Board of Education reserves the right to grant special extension of such leave in individual cases, which, in its judgment, are deserving of such.

### 4. COMPENSABLE ABSENCE

Whenever any employee is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, the Board of Education shall pay to such employee up to a full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in Section 1 (18:13-23.8) of the act of which this act is a supplement. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34 of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workmen's compensation award made for temporary disability.

### 5. EMERGENCY ABSENCE

In addition to leave for personal illness as defined previously, an employee may be allowed a maximum of five (5) days in any one year with full salary because of death or serious illness within the immediate family. A maximum of five (5) additional days may be granted with deduction of substitute's salary where such additional absence is necessary and unavoidable. The number of days shall be determined by

5. EMERGENCY ABSENCE (continued)

the Superintendent of Schools on the merits of each individual case. Thereafter, full deduction shall be made.

Serious - shall mean an illness when the attending physician believes that the personal attention of the employee is required to assure the proper recuperation of the patient.

Immediate - 1. In the case of serious illness, IMMEDIATE shall be understood to include in the family the husband, wife, father, mother, child, brother, sister and any other relative making his or her home with the employee's family.

2. In the case of death, IMMEDIATE shall be understood to include, in addition to the persons named above in "1", the following: mother-in-law, father-in-law, sister-in-law, and brother-in-law.

In case of death of a relative of the second degree, or close friend, absence of one full day may be allowed with full pay. Thereafter, full deduction shall be made.

Relative of the second degree - shall be understood to include aunt, uncle, grandparent, nephew, niece and cousin.

6. PERSONAL BUSINESS

An application for absence for personal business is to be made only when the absence cannot be avoided without substantial hardship to the employee.

Application for absence for personal business shall be made, in writing, at least three school days prior to the time of absence, if possible, to the building principal, who will authorize the absence.

Three days of personal leave, with full pay, are permissible without explanation where a substantial hardship exists. Thereafter, full deduction shall be made for personal business which has been explained to, and approved by, the principal.

7. RELIGIOUS OBSERVANCES

Absence for three (3) religious holy days shall be granted with full pay and shall not be counted as absences under personal business. Any absence beyond the three religious holy days shall receive full pay deduction.

Application for absence for religious holy days shall be made, in writing, at least three school days prior to the time of absence, to the building principal, who will authorize the absence.



# CONTRACT

NAME OF EMPLOYEE \_\_\_\_\_

POSITION UNDER THIS CONTRACT \_\_\_\_\_

DATE OF THIS CONTRACT \_\_\_\_\_

INITIAL SALARY AND PLACEMENT ON  
SALARY GUIDE UNDER THIS CONTRACT \_\_\_\_\_

This contract is made between the Board of Education of the Town of West Orange in the County of Essex, a Corporation of the State of New Jersey, with its principal office at No. 10 Gaston Street, West Orange, hereinafter called the "Board," and the above named person hereinafter called the "Employee."

NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth, it is mutually understood and agreed as follows:

- (1) The Board does hereby employ the Employee to fill the position hereinabove stated for the period beginning \_\_\_\_\_, 19\_\_\_\_ and ending \_\_\_\_\_, 19\_\_\_\_ at the salary of \$\_\_\_\_\_ per month paid in accordance with the Rules and Regulations of the Board. This employment is for a definite period and terminates on the date stated above. Any employment beyond June 30, 19\_\_\_\_ will be for a definite period of time. It is also an expressed condition of employment under this, or any subsequent term, that either party to this contract may terminate it in writing at any time, on giving thirty days notice in writing.
- (2) Employee agrees to faithfully do and perform the duties of said employment aforesaid, and will observe and comply with the Rules and Regulations of the Board and State Board of Education and the Statutes of the State of New Jersey as they pertain to said employment.
- (3) Employee is to be compensated by the Board at the salary fixed in the salary guide established by the Board, as the same may be amended or changed from time to time; at the rate applicable on said guide for the level of experience acquired by the Employee. Said position on said guide is hereby established as above set forth. Progress on said guide shall be in accordance with the Board Rules and Regulations.

IN WITNESS WHEREOF, Employee has signed and sealed these presents and Board has caused its proper corporate officers to sign and seal the same, the day and year first above written.

ATTEST:

BOARD OF EDUCATION OF THE TOWN OF WEST  
ORANGE IN THE COUNTY OF ESSEX

\_\_\_\_\_  
Secretary

By \_\_\_\_\_  
President

\_\_\_\_\_  
L.S.  
Employee

## WEST ORANGE PUBLIC SCHOOLS

SALARY GUIDE  
for

HEAD CUSTODIANS, CUSTODIANS, DRIVERS, UTILITY WORKERS &amp; MAINTENANCE STAFF

(Effective July 1, 1976)

STEP	SENIOR HIGH SCHOOL HEAD CUSTODIANS		JUNIOR HIGH SCHOOL HEAD CUSTODIANS		ELEMENTARY HEAD CUSTODIANS	
	<u>1976-77</u>	<u>1977-78</u>	<u>1976-77</u>	<u>1977-78</u>	<u>1976-77</u>	<u>1977-78</u>
6	10,000	10,900	9600	10,500	9300	10,200
7	10,400	11,300	10,000	10,900	9700	10,600
8	10,800	11,800	10,400	11,400	10,100	11,100
9	11,300		10,900		10,600	

The above guide steps do not mean years of service.

STEP	MAINTENANCE STAFF		CUSTODIANS		DRIVERS & UTILITY WORKERS	
	1976-77	1977-78	1976-77	1977-78	1976-77	1977-78
1	8000	9400	7200	8000	7500	8300
2	8400	9900	7650	8500	7950	8800
3	8900	10,500	8100	9000	8400	9300
4	9400	11,100	8550	9600	8850	9900
5	10,000	11,700	9100	10,200	9400	10,500
6	10,600	12,400	9700		10,000	
7	11,200					
8	11,900					

The above guide steps do not mean years of service.