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C O N T R A C T

Between:

BOARD OF EDUCATION OF THE CITY OF BAYONNE,
(HUDSON) COUNTY, NEW JERSEY,

Employer,

-and-

LOCAL 2251, AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO,

Union.

Execution Date of Contract March 19, 1981

DURATION OF CONTRACT: July 1st, 1980 through June 30th, 1983.

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RUTGERS UNIVERSITY

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P R E A M B L E

This Agreement entered into this 19th day of March, 1981, by and between the BOARD OF EDUCATION OF THE CITY OF BAYONNE, NEW JERSEY, hereinafter referred to as the "Employer", and LOCAL 2251, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment.

ARTICLE I.

RECOGNITION AGREEMENT.

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its custodial and maintenance employees employed in any of its facilities throughout the City of Bayonne, New Jersey.

ARTICLE II.

UNION SECURITY.

- 2.1 The Employer agrees to deduct the Union dues once each month from the pay of those Employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Treasurer by the 15th day of the succeeding month after such deductions are made. This authorization shall be irrevocable during the term of this agreement, or as may otherwise be provided in applicable statutes.
- 2.2 The Employer agrees to submit to the Union, by the 30th day of each month, a list of new custodial employees hired, excluding per diem custodial employees, and their home addresses.

2.3 The Employer agrees to permit Officers of the Local Union to enter the premises of the Employer for individual discussion of working conditions and grievances with employees, provided such Officers do not unduly interfere with the performance of duties assigned to the employees and after gaining permission of the Building Principal involved. The Employer also agrees to permit the Union President and one other designated Union Officer to have time out of work to process grievances when necessary.

2.4 The Employer will give time off, with no loss of pay, for members of the Local Union Contract Negotiating Team, not to exceed two (2) in number, to participate in contract negotiations during their regular working hours; such contract negotiations, however, to be conducted with Board Negotiators only and at the discretion of the Board.

ARTICLE III.

WORK SCHEDULES.

3.1 The regular starting time of work shifts of Assistant Engineers will not be changed without reasonable notice to the affected employees - reasonable notice shall mean at least two (2) days prior notice to the affected employee; except in cases of emergency, to be determined by the Superintendent of Schools, or his designee.

3.2 The work week shall consist of five (5) consecutive days, forty (40) hours per week, eight (8) hours per day, Monday through Friday inclusive; except for employees in continuous operations, who will work forty (40) hours per week, eight (8) hours per day, in accordance

With Section 3.3 of this Article.

- 3.3 Where the nature of the work involved requires continuous operations on a twenty-four (24) hours per day, seven (7) days per week basis, employees so assigned will have their schedules arranged in a manner which will assure, on a rotation basis, that all employees will have an equal share of Saturdays and Sundays off.

3.4 Hourly Schedules:

Assistant Engineers	7:30 A.M. to 4:30 P.M., or hours to be determined at the discretion of the Principal.
Janitors & Janitresses	7:30 A.M. - 4:30 P.M. or hours to be determined at the discretion of the Principal.
Engineers	5:30 A.M. - 1:30 P.M. - Oct. 1 - May 31st; 7:30 A.M. - 4:30 P.M. - June 1st - Sept. 30th
Shop Personnel	8:00 A.M. - 4:30 P.M.

These hours are inclusive of one (1) hour lunch for janitors and janitresses and one-half ($\frac{1}{2}$) hour lunch for shop personnel.

- 3.5 The Board reserves the right to modify the starting and ending times of the work day set forth herein, based on operational needs of the District and upon reasonable notice to the employees involved. Janitors and Matrons set forth above, working a shift other than the day shift, will be paid a differential of \$1.60 per shift for each such shift worked.

- 3.6 High School and Vocational Head Custodians will continue to be paid a supervisory differential of One Thousand (\$1,000.00) Dollars per annum, for the supervisory function they perform.

3.7 In addition to the hours listed, Engineers or Assistant Engineers will be required to work the following overtime schedule on Saturdays, Sundays, and Holidays:

October 1st to November 30th	-	1 hour;
December 1st to April 15th	-	3 hours;
April 16th to April 30th	-	1 hour.

(Specifically excluding employees on continuous operations.)

ARTICLE IV.

OVERTIME.

4.1 Time and one-half ($1\frac{1}{2}$) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:

- (a) All work performed in excess of eight (8) hours in any one day;
- (b) All work performed in excess of forty (40) hours in any one week;
- (c) All work performed on Saturday, except for employees assigned on continuous operations.

4.2 Employees working on continuous operation shifts shall receive time and one-half ($1\frac{1}{2}$) their regular hourly rate of pay for all work performed on their sixth (6th) consecutive day.

4.3 Time and one-half ($1\frac{1}{2}$) the employee's regular hourly rate of pay shall be paid under any of the following conditions:

- (a) All work performed on Sundays, except for employees working on continuous operations;
- (b) For all work performed on Holidays, as set forth in this Agreement; and in addition, those employees working on continuous operation shifts shall receive straight time day's salary, for working on the Holiday as set forth in this Agreement, in addition to time and one-half, for a total of $2\frac{1}{2}$ times salary.

ARTICLE V.

CALL-IN TIME.

- 5.1 Any employee who is requested, and returns to work during periods other than his regularly scheduled shift shall be paid time and one-half (1½) times their regular hourly rate of pay for such work, and shall be guaranteed a minimum of three (3) hours.

ARTICLE VI.

INSURANCE.

- 6.1 The Board agrees to continue its policy of paying for the cost of employee coverage for Blue Cross, Prudential Major Medical and Surgical Coverage. In addition, the Board agrees to pay one hundred (100%) percent for full family coverage. Per Diem Employees are specifically excluded from inclusion in this insurance coverage.
- 6.2 In addition, the Board agrees to pay one hundred (100%) percent for a PCS, Inc. Prescription Plan, single coverage, for all employees. Per Diem Employees are specifically excluded from inclusion under this coverage.
- 6.3 Disability Insurance: - The Board and Union agree to a Weekly Indemnity Plan, offered by the Equitable Life Assurance Society of U.S., paying seventy (70%) percent of insured-employee's weekly earnings, to a maximum of two hundred and fifty (\$250.) dollars a week, with benefits commencing after thirty-first (31st) day of Disability, and payable for a maximum of one hundred and four (104)

weeks for any such disability. (During period of disability prior to start of payments employee shall use accumulated sick days, if employee has sufficient days; if not, deductions shall be made until beginning date of Disability payments. When Disability Payments commence, employee shall be placed on Unpaid Sick Leave, and continued thereon, so long as Payments under said Disability Plan are being made.) This Plan will be implemented on a contributory basis, with initial cost to the Board of Education of Fifteen Thousand (\$15,000) Dollars a year, and with employees paying balance of the cost on a payroll deduction basis.

Per Diem Employees are specifically excluded from inclusion in this insurance (disability) coverage.

ARTICLE VII.

LEAVES OF ABSENCE.

- 7.1 Leaves of absence, with pay, shall be provided as follows, except for per diem custodial employees:
- (a) - Bereavement pay, not to exceed seven (7) consecutive calendar days, with pay, in the event of death in the immediate family. Immediate family shall be considered spouse, parents, children, brother or sister. One (1) day leave, with pay, in the event of the death of Aunt, Uncle, Mother-in-Law, Father-in-Law, Sister-in-Law, Brother-in-Law.
- 7.2 Employees will be granted leaves of absence, without pay, to attend any Union Conventions and Conferences, not exceeding two (2) days per year; Union Officers shall be granted leaves of absence, with

pay, to attend any Union Conventions and Conferences, not to exceed two (2) days per year, with prior written consent of the Superintendent of Schools.

7.3 Requests for leaves of absence without pay, for employees appointed to a full-time position with the Union, must be presented to each Board of Education during the term of such office.

7.4 Employees appointed to other than full-time public office positions which do not pay salaries as such, will be granted time off from work as necessary in order to fulfill the obligations of their public office, without loss in pay, with prior approval of the Board of Education.

7.5 Employees, excluding per diem employees, shall be granted two (2) days personal leave with pay each year, with prior approval of the Superintendent of Schools, or his designee. Personal Business Leave Days will not be granted either immediately prior to, or immediately following a Holiday, nor will personal business leave days be granted on Fridays or Mondays, nor will they be granted for two (2) successive days, unless the Superintendent approves such days due to extreme hardship.

ARTICLE VIII.

SENIORITY.

8.1 Seniority is defined as an employee's total length of service with the Employer, beginning with his original date of appointment; or in the case of custodial employees under Contract to the Board, then from the date of the original Contract Appointment.

8.2 An employee having broken service with the Employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the Employer. Employees hired after the effective date of this Agreement and hired on the same date as other employees will have seniority determined at discretion of the Employer.

8.3 In all cases of promotions, demotions, layoffs, recall, vacation schedules, and other situations where substantial employee advantages or disadvantages are concerned, employees with the greatest amount of seniority shall be given preference, provided such employee has the ability to perform the work involved after a reasonable trial period. A reasonable trial period shall be determined by the supervisor. The Employer will be the sole judge of the employee's ability to perform the work involved. The reasonableness of the trial period shall not be subject to grievance; however, the remainder of this Article remains subject to grievance.

ARTICLE IX.

PROMOTIONS AND FILLING OF VACANCIES.

9.1 The term promotion means the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position, except in the case of temporary assignment(s).

9.2 Whenever an opportunity for a promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as a result of the development or establishment

of a new job classification, a notice of such opening shall be posted, stating the job classification, rate of pay, and the nature of the job requirements in order to qualify. Such posting shall be for a period of not less than ten (10) days.

9.3 During this period, employees who wish to apply for the open position may do so. The application shall be in writing and it shall be submitted to the Superintendent of Schools.

9.4 The Employer shall fill such job openings or vacancies from among those candidates who have applied and who meet the standards of the job requirements, except that if there is more than one (1) candidate who is qualified for the job, then such position shall be filled by selecting from among those qualified, the candidate with the greatest seniority. In the event that none of the candidates is considered qualified, the candidate may be selected from applicants not employed by the Board.

9.5 Any employee selected in accordance with the procedure set forth above shall undergo a trial period of thirty (30) days, but not to exceed ninety (90) days. If it is found that such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, then such employee shall be restored to his former position and another person selected from among those who applied.

ARTICLE X.GRIEVANCE AND ARBITRATION PROCEDURE.

10.1 Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

STEP 1: - Any employee who has a grievance shall, within ten (10) school days of the alleged occurrence of the condition giving rise thereto, submit the grievance, in writing, to the Principal of his/her building. Any discussion with the Building Principal shall include the employee and a Union Representative. The Principal shall answer the Grievance, in writing, within three (3) school days thereafter.

STEP 2: - In the event that the grievance has not been resolved, or has not been answered, the grievance shall be presented to the Superintendent of Schools, in writing, within five (5) school days thereafter. A Meeting will be held within five (5) school days after the submission of the written grievance to the Superintendent of Schools, with the Superintendent, or his designee; the grievant will be represented at this meeting by a Union Representative. The Superintendent will render a decision, in writing within five (5) school days following the Meeting.

STEP 3: - In the event that the grievance has not been resolved by Step 2 above, the grievant and/or the Union shall have five (5) school days thereafter to submit the grievance to the Trustees of the Board of Education in writing. A written answer to such grievance shall be served upon the individual and the Union one (1) day after the next scheduled Board Caucus.

STEP 4: - In the event that the grievance has not been resolved to the satisfaction of the employee or the Union, the Union shall have the right to submit the grievance to an Arbitrator who shall be appointed in accordance with the procedure of the Public Employment Relations Commission. The grievant shall have Union Representation at this Arbitration Hearing. The decision of the Arbitrator shall be final and binding on the parties. Expenses for the Arbitrator's services shall be shared equally by the Employer and the Union.

- 10.2 The Union President, or his authorized Representative, may report an impending grievance to the Superintendent of Schools, in an effort to forestall its occurrence.
- 10.3 It is agreed that employees shall, during and notwithstanding the pendency of the grievance, continue to observe all assignments until such grievance and any effect thereof shall have been fully determined; the employee must also continue to observe all applicable rules and regulations of the Board until such grievance has been fully determined.
- 10.4 Any employee shall have the right to present his grievance, via the above procedure, with assured freedom from restraint, interference, coercion, discrimination, or reprisal.
- 10.5 If a grievance affects a group of employees, the Union may process the grievance through all Steps of the grievance procedure beginning with Step 2.

ARTICLE XI.

EXERCISE OF RIGHTS.

- 11.1 The only procedure for taking disciplinary action or measures against any employee covered by this Agreement shall be as set forth in the following sections.
- 11.2 Disciplinary action or measures shall include only Oral Reprimand, Written Reprimand, Suspension and Discharge, as well as reduction or forfeiture of wages or salary.
- 11.3 Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. Where the Superintendent of Schools seeks the imposition of suspension without pay, or dismissal from service, notice of such discipline shall be made in writing and served upon the employee. Discipline shall only be imposed for just cause. The conduct for which discipline is being imposed and the penalty proposed shall be specified in the notice. The writing served on the employee shall contain a detailed description of the alleged acts and conduct including reference to dates, times and places. The employee shall be provided with two copies of the writing, the Union Representative at the appropriate level shall be notified in writing, within forty-eight (48) hours of the name of any employee served with a notice of discipline. Disciplinary action can be contested by the Union through the grievance procedure beginning with Step 2.

ARTICLE XII.

TEMPORARY ASSIGNMENT.

- 12.1 Employees working out of a job title requiring higher pay for more than one day, shall receive the greater sum for the second day and every day thereafter so temporarily assigned.

ARTICLE XIII.

VACATIONS.

- 13.1 Vacations will be granted during the months of July and August, except for employees under first contract with the Board of Education, at the time requested by the employee during those months. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation periods. However, the Board reserves the right to grant vacations at times other than the months of July and August, when necessary. Members of the Employee Group must submit, in writing, their vacation schedules no later than six (6) months prior to the vacation period.
- 13.2 If a holiday (as set forth under "Holidays" in this Agreement) occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one (1) additional day.
- 13.3 The Employer will not recall an employee to work during his vacation period, unless the employee agrees to the request.

- 13.4 Any contract or tenure employee laid off, retired, or separated from service of the Employer, prior to taking his vacation, shall receive financial compensation for unused vacation he has accumulated up to the time of separation, except for first year contract employees, whose contracts are not being renewed, and employees discharged for just cause.
- 13.5 In the case of the death of such employees, such payment shall be made to the estate of such employee.
- 13.6 All employees, except per diem employees, hired after July 1st, 1969, shall be granted vacations with pay as follows:
- | | | |
|------------------------------|---|----------|
| After 1 year up to 5 years | - | 2 weeks; |
| After 5 years up to 10 years | - | 3 weeks; |
| After 10 years | - | 4 weeks. |
- Vacations, with pay, shall be granted to all custodial employees employed prior to July 1st, 1969, under the vacation plan now in effect, and as set forth in the Employer's Rules and Regulations.
- 13.7 All contract or tenure employee vacation periods shall be determined by the employee's anniversary date.

ARTICLE XIV.

SAFETY AND HEALTH.

- 14.1 The Employer shall, at all times, maintain safe and healthful working conditions, and shall provide all tools or devices needed in the performance of the employee's duties.

14.2 The Board agrees to provide each employee covered by this Agreement with Uniforms and Jackets as follows:

- 1st Year of Agreement (1980-81) - No Uniforms, No Jackets
- 2nd Year of Agreement (1981-82) - Two (2) Uniforms and one (1) Lightweight, Windbreaker type jacket.
- 3rd Year of Agreement (1982-83) - Two (2) Uniforms and one (1) Heavy Jacket.

The employees shall, at all times, observe and exercise the highest degree of care for his/her own safety and that of all persons in the School System.

ARTICLE XV.

MANAGEMENT'S RIGHTS.

- 15.1 The Board hereby retains the right to manage and control its facilities and, in addition, retains the right to hire, discipline, or discharge employees for just cause.
- 15.2 All rights not expressly granted to the Union in this Agreement are hereby reserved by the Employer.
- 15.3 Nothing herein shall alter or deprive any employee rights guaranteed to him by Federal or State Law and all rights enumerated herein.
- 15.4 None of the rights reserved to the Employer shall be exercised in a discriminatory, arbitrary or capricious manner.

ARTICLE XVI.

FUTURE NEGOTIATIONS.

- 16.1 Negotiations on a new contract shall commence no later than the date prescribed by the appropriate P.E.R.C. Rules and Regulations.

ARTICLE XVII.

SALARIES.

17.1 Salaries for employees covered by this Agreement shall be as set forth below:

(a) - Janitors/Matrons: - For each of the three (3) years covered by this Agreement, i.e., July 1st, 1980 through June 30th, 1981, July 1st, 1981 through June 30th, 1982, and July 1st, 1982 through June 30th, 1983, the Janitors/Matrons, shall receive the following increases:

GUIDE A - FOR JANITORS/MATRONS HIRED ON AND AFTER NOVEMBER 1st, 1980:

1981-82 \$500. + \$200. Incr. = \$700.
 1982-83 \$550. + \$200. Incr. = \$750.

<u>STEP</u>	<u>1980-81</u>	<u>1981-82</u>	<u>1982-83</u>
1.	10,000.	10,000.	10,000.
2.		10,700.	10,700.
3.			11,450.

Raises and Increments:

	<u>At Maximum</u>	<u>Not At Maximum</u>
1980-81	\$750.	\$500.+\$200.Incr. = \$700.
1981-82	\$850.	\$600.+\$200.Incr. = \$800.
1982-83	\$925.	\$675.+\$200.Incr. = \$875.
	\$2525.	1775.+\$600.Incr. = 2375.

GUIDE B - FOR JANITORS/MATRONS HIRED ON OR BEFORE OCTOBER 31st, 1980:

<u>STEP</u>	<u>1980-81</u>	<u>1981-82</u>	<u>1982-83</u>
1.	11,550.	12,150.	12,825.
2.	11,750.	12,350.	13,025.
3.	11,950.	12,550.	13,225.
4.	12,150.	12,750.	13,425.
5.	12,350.	12,950.	13,625.
6.	12,550.	13,150.	13,825.
7.	12,750.	13,350.	14,025.
8.	12,950.	13,550.	14,225.
9.	13,400.	14,250.	15,175.

(b) - Assistant Engineers/Firemen: - For each of the three (3) years covered by this Agreement, i.e., July 1st, 1980 through June 30th, 1981, July 1st, 1981 through June 30th, 1982, and July 1st, 1982 through June 30th, 1983, the Assistant Engineers/Firemen shall receive the following increases:

GUIDE C - FOR ASSISTANT ENGINEERS/FIREMEN HIRED ON AND AFTER THE DATE OF EXECUTION OF THIS AGREEMENT.

1981-82 \$650. + \$200. Incr. = \$850.
 1982-83 \$700. + \$200. Incr. = \$900.

<u>STEP</u>	<u>1980-81</u>	<u>1981-82</u>	<u>1982-83</u>
1.	11,800.	11,800.	11,800.
2.		12,650.	12,650.
3.			13,550.

*Salaries include \$150. for Asst. Engineers as set forth below.

GUIDE D - FOR ASSISTANT ENGINEERS/FIREMEN HIRED/APPOINTED PRIOR TO THE DATE OF EXECUTION OF THIS AGREEMENT.

<u>Raises & Increments:</u>	<u>At Maximum</u>	<u>Not At Maximum</u>
1980-81	\$800.	\$550.+\$200.Incre.=\$750.
1981-82	\$900.	\$650.+\$200.Incre.=\$850.
1982-83	\$975.	\$725.+\$200.Incre.=\$925.
	<u>\$2675.</u>	<u>\$1925.+600.Incre.=\$2525.</u>

<u>STEP</u>	<u>1980-81</u>	<u>1981-82</u>	<u>1982-1983</u>
1.	12,350.	13,000.	13,725.
2.	12,550.	13,200.	13,925.
3.	12,750.	13,400.	14,125.
4.	12,950.	13,600.	14,325.
5.	13,150.	13,800.	14,525.
6.	13,350.	14,000.	14,725.
7.	13,550.	14,200.	14,925.
8.	13,750.	14,400.	15,125.
9.	14,200.	15,100.	16,075.

*NOTE : - Above salaries include the sum of \$150. per annum for such position as Assistant Engineer/Fireman, which sum shall continue to be paid so long as employee remains in such position.

(c) - Engineers: - For each of the three (3) years covered by this Agreement, i.e., July 1st, 1980 through June 30th, 1981, July 1st, 1981 through June 30th, 1982, and July 1st, 1982 through June 30th, 1983, the Engineers shall receive the following increases:

GUIDE D - FOR ASSISTANT ENGINEERS/FIREMEN HIRED/APPOINTED PRIOR TO THE DATE
OF EXECUTION OF THIS AGREEMENT.

<u>Raises & Increments:</u>	<u>At Maximum</u>	<u>Not At Maximum</u>
1980-81	\$800.	\$550.+\$200.Incre.= \$750.
1981-82	\$900.	\$650.+\$200.Incre.= \$850.
1982-83	\$975.	\$725.+\$200.Incre.= \$925.
	\$2675.	\$1925.+600.Incre.= \$2525.

<u>STEP</u>	<u>1980-81</u>	<u>1981-82</u>	<u>1982-1983</u>
1.	12,350.	13,000.	13,725.
2.	12,550.	13,200.	13,925.
3.	12,750.	13,400.	14,125.
4.	12,950.	13,600.	14,325.
5.	13,150.	13,800.	14,525.
6.	13,350.	14,000.	14,725.
7.	13,550.	14,200.	14,925.
8.	13,750.	14,400.	15,125.
9.	14,200.	15,100.	16,075.

*NOTE : - Above salaries include the sum of \$150. per annum for such position as Assistant Engineer/Fireman, which sum shall continue to be paid so long as employee remains in such position.

(c) - Engineers: - For each of the three (3) years covered by this Agreement, i.e., July 1st, 1980 through June 30th, 1981, July 1st, 1981 through June 30th, 1982, and July 1st, 1982 through June 30th, 1983, the Engineers shall receive the following increases:

GUIDE E - FOR ENGINEERS HIRED ON AND AFTER THE DATE OF EXECUTION HEREOF:

1981-82 - \$700. + \$200. Incr. = \$900.
 1982-83 - \$750. + \$200. Incr. = \$950.

<u>STEP</u>	<u>1980-81</u>	<u>1981-82</u>	<u>1982-83</u>
1.	12,350.	12,350.	12,350.
2.		13,250.	13,250.
3.			14,200.

GUIDE F - FOR ENGINEERS HIRED/APPOINTED PRIOR TO THE DATE OF EXECUTION HEREOF.

<u>-Raises & Increments:</u>	<u>At Maximum</u>	<u>Not At Maximum</u>
1980-81	\$850.	\$600.+\$200.Incr.= \$800.
1981-82	\$950.	\$700.+\$200.Incr.= \$900.
1982-83	\$1025.	\$775.+\$200.Incr.= \$975.
	\$2825.	2075.+600.Incr.= \$2675.

*NOTE: - Below salaries include the sum of \$300. per annum for such position as Engineer, which sum shall continue to be paid as part of employee's salary so long as employee remains in such position.

<u>STEP</u>	<u>1980-81</u>	<u>1981-82</u>	<u>1982-83</u>
1.	12,950.	13,650.	14,425.
2.	13,150.	13,850.	14,625.
3.	13,350.	14,050.	14,825.
4.	13,550.	14,250.	15,025.
5.	13,750.	14,450.	15,225.
6.	13,950.	14,650.	15,425.
7.	14,150.	14,850.	15,625.
8.	14,350.	15,050.	15,825.
9.	14,800.	15,750.	16,775.

(d) - Maintenance (Repair) Department Personnel assigned as Class 1, 2, and 3 Employees, shall, for each of the three (3) years covered by this Agreement, i.e., July 1st, 1980 through June 30th, 1981, July 1st, 1981 through June 30th, 1982, and July 1st, 1982 through June 30th, 1983, receive the following increases:

-REPAIR DEPARTMENT - FOR THOSE HIRED ON AND AFTER NOVEMBER 1st, 1980:

All Classes - Raises and Increments:

1981-82 - \$500. + \$200. Incr. - \$700.
1982-83 - \$550. + \$200. Incr. - \$750.

CLASS I - (As Defined in this Agreement) shall receive the salary of a Janitor/Matron, plus Eleven Hundred (\$1,100.) Dollars. (See Guide A)

<u>STEP</u>	<u>1980-81</u>	<u>1981-82</u>	<u>1982-83</u>
1.	11,100.	11,100.	11,100.
2.		11,800.	11,800.
3.			12,550.

CLASS II - (As Defined in this Agreement) shall receive the salary of a Janitor/Matron, under Guide A above, plus Fourteen Hundred (\$1,400.) Dollars. Bus Drivers are included in this Class II.

<u>STEP</u>	<u>1980-81</u>	<u>1981-82</u>	<u>1982-83</u>
1.	11,400.	11,400.	11,400.
2.		12,100.	12,100.
3.			12,850.

REPAIR DEPARTMENT - FOR THOSE HIRED/APPOINTED PRIOR TO NOVEMBER 1st, 1980:All Classes - Raises and Increments:

	<u>At Maximum</u>	<u>Not At Maximum</u>
1980-81	\$850.	\$600.+\$200.Incr.=\$800.
1981-82	\$850.	\$600.+\$200.Incr.=\$800.
1982-83	\$925.	\$675.+\$200.Incr.=\$875.

CLASS I - (As Defined in this Agreement) shall receive the salary of a Janitor/
Matron, under Guide B above, plus Eleven Hundred (\$1,100) Dollars.

<u>STEP</u>	<u>1980-81</u>	<u>1981-82</u>	<u>1982-83</u>
1.	12,650.	13,250.	13,925.
2.	12,850.	13,450.	14,125.
3.	13,050.	13,650.	14,325.
4.	13,250.	13,850.	14,525.
5.	13,450.	14,050.	14,725.
6.	13,650.	14,250.	14,925.
7.	13,850.	14,450.	15,125.
8.	14,050.	14,650.	15,325.
9.	14,500.	15,350.	16,275.

CLASS II - (As Defined in this Agreement) shall receive the salary of a Janitor/Matron, under Guide B above, plus Fourteen Hundred (\$1,400.) Dollars. Bus Drivers are included in this Class II.

<u>STEP</u>	<u>1980-81</u>	<u>1981-82</u>	<u>1982-83</u>
1.	12,950.	13,550.	14,225.
2.	13,150.	13,750.	14,425.
3.	13,350.	13,950.	14,625.
4.	13,550.	14,150.	14,825.
5.	13,750.	14,350.	15,025.
6.	13,950.	14,550.	15,225.
7.	14,150.	14,750.	15,425.
8.	14,350.	14,950.	15,625.
9.	14,800.	15,650.	16,575.

CLASS III - Repair Department as set forth in prior Agreements including the one expired June 30th, 1980 is eliminated from the present Agreement and incumbent(s) presently in said Class III shall go into and be paid the salaries under Class II of Repair.

Note:

- 1) Only the persons/employees identified to be assigned to the Maintenance Department as Class 1, 2, and 3 (now included in Class 2) Employees as set forth on the following pages, shall receive these raises and increments.
- 2) Presently employed Bus Drivers to receive additional \$400. first year only (80-81).
- 3) Referring to subsections (a), (b), (c), and (d) above, only those employees not at maximum who have worked a minimum of six (6) months during each year preceding July 1st, 1980, July 1st, 1981 and July 1st, 1982, under appointment, on one year contract, or those with tenure, shall receive the \$200. increment.

- 4) Class 1 Employees-Repair Dept.: - Employees under Class 1 shall be those employees serving as Truck Drivers and assigned to Repair Department and any other employees presently receiving the additional sum of \$1,000. over Janitor/Matron salary and not performing tradesmanlike duties:

Salary to be paid shall be salary of a janitor, plus Eleven Hundred (\$1,100.) Dollars per annum, to be paid so long as they remain in such assignment.

Newly-Appointed employees to this classification shall receive Eleven Hundred (\$1,100.) Dollars over "Salary Guide for Newly-Appointed Janitors/Matrons.

- 5) Class 2 Employees-Repair Dept.: - Employees under Class 2 shall be those employees assigned to Maintenance Department and performing tradesmanlike duties, and/or Bus Driver Duties.

Salary to be paid shall be salary of a janitor, plus Fourteen Hundred (\$1,400.) Dollars per annum, to be paid so long as they remain in such assignment.

Newly-Appointed employees to this classification shall receive Fourteen Hundred (\$1,400.) Dollars over "Salary Guide for Newly-Appointed Janitors/Matrons.

Each step of each Guide is for one year of experience with the Bayonne Board of Education. For a twelve-month employee to complete one year of experience he/she must work at least six months of the school year (July 1 - June 30); and for a ten-month employee to complete one year of experience he/she must work at least five months of the school year (September 1 - June 30). This specifically means six months, or five months, as the case may be, of active service within the defined year.

Longevity For All Custodial Employees: (for duration of this Agreement shall be)

10 to 14 years of service	\$200.
15 to 19 years of service	\$250.
20 to 24 years of service	\$350.
25 to 29 years of service	\$450.
30 years of service and over	\$550.

17.2 Every employee of the Board of Education is hereby guaranteed to be placed on maximum (Step 9) of his/her salary guide, on July 1st following completion of eight (8) years of experience in such position with the Board (experience as defined in this agreement for a full year of experience), PROVIDED:

(a) - Such employee has not moved from one salary guide to another (from one position to another) by way of promotion, demotion, transfer, etc.; in which event this guarantee is null and void until completion of eight (8) years of experience in such new position(s):

(b) - Such employee has not arrived or attained maximum because of an increment bargained away by a previous Agreement between the Parties.

17.3 Building Engineers are required to perform ordinary in-building repairs including boiler room painting and other tradesmanlike duties. A special priority of the engineer will be to reduce energy output. Each building engineer is to submit energy saving recommendations annually to the building principal.

17.4 Promotions by Appointment: Employees being promoted by appointment, including employees being promoted/appointed and assigned to the Repair Department, shall receive the minimum starting salary for such new position/classification. However, in the event that such minimum salary for such new position/classification does not provide to the employee an increase of at least \$200.00, such employee shall receive a salary providing for a \$200.00 increase in his/her then present salary, unless said new salary would then exceed the maximum

for such classification; in which event, the salary would be set at the maximum for such classification.

ARTICLE XVIII.

HOLIDAYS.

18.1 The following days are recognized as Holidays:

1. - New Year's Day,
2. - Lincoln's Birthday,
3. - Washington's Birthday,
4. - Columbus Day,
5. - Memorial Day,
6. - July 4th,
7. - Labor Day,
8. - Veteran's Day,
9. - Thanksgiving Day,
10. - Friday after Thanksgiving,
11. - Good Friday,
12. - Christmas Day.

If Christmas or New Year's Day fall on a Saturday, it will be celebrated on Friday. If either of these days fall on a Sunday, they will be celebrated on Monday. If any of the remaining 10 Holidays fall on a Saturday or Sunday, these days will be celebrated, by agreement between the Superintendent of Schools and President of Union Local 2251.

18.2 In addition to the above twelve (12) Holidays, there shall be one (1) additional Holiday, which shall be either the Monday following Easter, Christmas Eve, New Year's Eve, or Martin Luther Kings's Birthday. The Holiday to be selected each year shall be agreed upon between the Superintendent of Schools and the Local Union.

ARTICLE XIX.RETIRING EMPLOYEES.

- 19.1 Retiring Employees: - Commencing with employees retiring effective July 1st, 1980, those employees having reached age sixty (60) with twenty (20) years of service, or more, will be eligible to redeem, upon retirement, accumulated sick days at the rate of Eleven (\$11.00) Dollars per day, subject to a maximum payment of \$2,200.00.
- 19.2 Should any portion of the Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

ARTICLE XX.GENERAL PROVISIONS.

- 20.1 With respect to matters not covered by this Agreement, which are proper subjects for collective bargaining, the current Rules and Regulations of the Board shall be binding. However, the Employer agrees that it will make no changes in current Rules and Regulations without appropriate prior consultation and negotiation with the designated representatives of the Union.

ARTICLE XXI.

REOPENING NEGOTIATIONS.

21.1 The Employer agrees to reopen negotiations with the Local Union, with regard to an Agency Shop Provision, with regard to Health Benefits, and with regard to Personal Business Days, one (1) year from the date of this Agreement.

ARTICLE XXII.

DURATION

22.1 This Agreement shall be effective as of July 1st, 1980, and shall continue in effect until July 1st, 1983, subject to the Union's right to negotiate over a successor Agreement as provided by Chapter 303, Public Laws 1968.

22.2 In Witness Whereof, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, their corporate seals to be affixed hereto; all on the day and year first above written.

22.3 This Agreement shall not be extended orally, and it is expressly understood and agreed that it shall expire on the date indicated, unless extended, in writing, by and between the parties hereto.

Attest:

Joseph G. Skutnick
(Joseph G. Skutnick)
Board Secretary.

Attest:

Secretary

BOARD OF EDUCATION OF THE CITY OF BAYONNE,
NEW JERSEY,

By:

Dorothy E. Harrington
Dorothy E. Harrington
Board President

LOCAL 2251, AMERICAN FEDERATION OF STATE,
COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO,

By:

Dr. J. Lapides

President.