

4-3034

02-21

COLLECTIVE BARGAINING AGREEMENT

between

GARFIELD BOARD OF EDUCATION

and

LOCAL NO. 84

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

EFFECTIVE JULY 1, 1971 -72

In consideration of the promises and agreements here contained the parties hereto do hereby mutually agree that:

Recognition

1. The Garfield Board of Education recognizes the Union for purposes of collective bargaining in respect to rates of pay, wages, hours of employment and other conditions of employment, as the exclusive representative of all personnel within the categories of Janitors, Clerks and Cafeteria personnel employed by the Garfield Board of Education, as prescribed under the rules and regulations of the Public Employees Relations Commission (PERC).

Management Prerogative

2. The Board of Education at all times shall have the sole and exclusive right to manage, plan, direct, conduct, control, supervise, administer and execute its business. All the authority, powers and prerogatives held by the Board prior to the signing of this agreement whether or not listed herein are retained by it. The enumeration in this agreement of certain rights shall not be construed to deny or disparage others, and nothing herein contained shall be construed to limit or restrict the Board's right to make and carry out decisions and determinations relating to operating efficiency, office and shop procedures and systems, the maintenance of order, the number and type and location of schools, quality and quantity of programs, projects, schedules of production, methods, processes and means of production, types and sources of materials and supplies, disposition of products and services, standards of quality; the establishment or elimination of departments, security, safety and school protection. The right of the Board to hire, promote, advance, compensate, transfer and lay-off employees and to discharge and discipline them for cause shall be absolute, except as it is expressly modified by the terms of this Agreement, as allowed and held within the confines of the law.

Waiver

3. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly and mutually agreed to and executed by both parties.

Cooperation

4. When required to do so the Union agrees to assist and cooperate with the Board in order to attain the objective of assuring a full days work by all employees represented by the Union.

Discrimination

5. The Board will not interfere with, restrain, or coerce the employees because of membership or lawful activity in the Union, nor will it, by discrimination in respect to hire, tenure of employment or any term or condition of employment attempt to discourage membership in the Union.

Voluntary Payroll Dues Deduction

6. Whenever after the effective date of this agreement a member of the Union shall so request in Writing, the Board will deduct from his pay the monthly Union dues and initiation fee. Such written request shall be irrevocable for continuing periods of one (1) year, or until the termination of the agreement, whichever occurs sooner, unless a written signed notice that the deductions are to be discontinued is given to the Board and the Union by the employee concerned not more than twenty (20) days and not less than ten (10) days prior to the expiration of any period of irrevocability. The Board will furnish to the Secretary-Treasurer of the Union by the 15th of each month a list of those members from whose pay a deduction was made during the previous month and a remittance covering the total Union dues and initiation fees deducted. (Establish form for written authorization.)

Duration of Agreement

6A. This Agreement shall be and remain in effect from July 1, 1971 through June 30, 1972. Unless seventy (70) days but not more than eighty (80) calendar days prior to the mandatory adoption of the Budget, either party shall serve upon the other written notice of a desire to terminate this Agreement or specifying changes it desires to make. If such notice is given, negotiations for a new Agreement shall begin promptly and shall continue until a new Agreement is reached.

Union Representation

7. The Board recognizes the representatives of the local Union's officers as listed below in connection with any problems in their appropriate jurisdiction which may arise between the Board and the Union under this agreement:

Business Agent  
President  
Vice President  
Recording Secretary  
Secretary-Treasurer  
Steward

The "employer" further recognizes these limitations upon the authority of shop stewards and their alternates, and shall not hold the "union" liable for any acts of the stewards and their alternates not so authorized by the "union" or by the officers and agents thereof, provided that in case of such unauthorized actions, the "union" shall promptly and openly repudiate such actions and so notify the "employer", in writing, and shall promptly order its members to return to work and/or to cease and desist from any unauthorized interference with the employer's business.

8. The Union within thirty (30) days after the signing of this agreement will notify the Board in Writing of the names and titles and jurisdiction of the Stewards and Local #84 officers who have been authorized to act in behalf of the Union and its business with the Board. The Union will notify the Board in writing of any changes within (10) days of the change. The Board will recognize and deal with only those officers or representatives of Local #84 Union whose names have been submitted to the Board by the Union previously in accordance with this contract.

9. The Grievance Committee, as designated by the Union shall be permitted to attend Step III Grievance Conferences. Union Officers are not authorized to process grievances and Stewards and Union Officers are not allowed any time during their working hours for the transaction of Union Business, except Stewards, who are the only representatives of the Union who shall have the authority to represent the Union in processing grievances in Steps I and II after classes when all schools have been let out at the regularly scheduled time.

10. To be eligible as a steward, an individual first must have his name on the Tenure list and must be working for the school system as a regular employee.

11. A Steward will be permitted to leave his place of work for not more than fifteen (15) hours in any calendar month to handle grievances in accordance with the Grievance Procedure set forth herein. Any time spent by a Steward before or after his regular working hours in handling or discussing grievances, shall not be counted against such fifteen (15) hours nor be paid by the Board. One Steward only will participate in the handling of a grievance in the first and second steps of the Grievance Procedure. Stewards shall not transact any other Union business during their Working hours.

12. When it becomes necessary for a Steward to leave his job for the purpose of handling a grievance, he shall report his destination and purpose to his supervisor and request a labor relations Grievance Pass. The Supervisor shall sign and issue the Pass after noting thereon the Steward's name, time of issuance, if the Steward and employee asserting the grievance work for different Supervisors, the Steward shall present his signed pass to the grievant's Supervisor upon entering the Supervisor's jurisdiction and shall state his business and the name of the grievant. The Supervisor of the grievant shall sign the pass then, and also later when the Steward leaves, noting thereon the time of the Steward's arrival and departure. Before returning to his job the Steward shall deliver the pass to his own Supervisor who shall mark the time on the pass, sign it, and furnish the Steward with a duplicate copy thereof. The original pass shall be retained by the Board, provided the safety of the school building or property is not in jeopardy.

#### General Grievance Procedure

A grievance is defined as any dispute concerning the interpretation, application and/or enforcement of this Agreement.

13. A grievance arises on the date the employee affected becomes or is made aware of the existence of the grievance. In the event of a settlement or ruling which results in a determination of monetary liability on the part of the Board such liability shall not extend for more than thirty (30) Working days prior to the date the grievance was first presented in writing.

14. All grievances must be presented within five (5) Working days after arising and failure to report a grievance within such time shall be deemed a settlement thereof.

STEP I

15. Any employee or any one of a group of employees having a grievance shall submit the same orally to his immediate Supervisor as designed by the Board. The employee shall elect whether to have the Steward present or not at the oral presentation. Within two (2) Working days the immediate Supervisor shall inform the grievant and the Steward having jurisdiction of his decision.

STEP II

16. If the grievance is not adjusted satisfactorily to the Union upon the oral presentation, it shall be reduced to Writing by the Union on a form to be supplied by the Board. The facts of the grievance shall be detailed clearly and concisely, and the relief requested shall be set forth. The completed form shall be signed by the Steward having jurisdiction and the employee aggrieved. Within Five (5) Working days after the Step I decision, the Union shall deliver the written grievance and a true copy thereof to the employee's immediate Supervisor. Failure by the Union to deliver the Written grievance within the five (5) Working days specified shall be deemed a settlement of the grievance. The Supervisor handling the Step II grievance shall give his decision in Writing within five (5) Working days after the grievance is presented to the immediate supervisor.

17. Grievances not disposed of to the satisfaction of the Union in Step II must be taken up by the Union at the first regular Step III Conference held after the Board's Step II decision was received by a Steward. The decision reached in Step II shall be final and binding unless the particular grievance is presented by the Union at the regular Step III Conference.

18. Regular Step III Conferences shall be held at least once a month. At such conferences the Board shall be represented by its Labor relations designees namely, the Business Administrator and the Superintendent of Schools or their designees. The Union shall be represented by its Grievance Committee, as officially designated. Within seven (7) calendar days after a grievance has been presented at a Step III Grievance Conference; the Board's designated Labor Relations Committee will send its written disposition of the grievance by registered mail to the Local #84 business office. Grievance other than those of individual employees or groups of employees shall be presented in writing by the Union, in the first instance, at the regular Step III Grievance Conference.

18A. Any grievance or dispute arising out of, or relating to the construction or application of any provision of this Collective Bargaining Agreement, not satisfactorily settled in Step III, may be submitted to Arbitration, in which event the procedure shall be as follows:

A. Within Five (5) working days after the date of written disposition thereof in Step III, the Business Agent or his designee of the Union shall notify the Board of Education or its designee in writing that the Union desires to refer the matter of Arbitration. The written notice shall set forth also the specific nature of the matter to be arbitrated, and shall designate the paragraph (3) of this agreement affected. The grievance appealed to arbitration must be the same as that finally submitted in Step III and may not be altered or amended.

- B. Within seven (7) calendar days after notice of appeal is received by the Board of Education or its designee, he shall meet with the Business Agent or his designee of the Union and the two (2) parties shall choose an impartial arbitrator to hear the matter of appeal.
- C. If the two (2) parties are unable to agree upon an impartial arbitrator within one (1) calendar day, the Union and the Board within ten (10) working days thereafter must request the director of (PERC) to appoint an impartial arbitrator.
- D. If the Union fails to comply with any of the provisions above within the times specified, the matter at issue shall be deemed settled on the basis of the Step III decision.
- E. The impartial arbitrator shall not have the power to add to or subtract from or modify any of the terms of this agreement or any agreement supplemental hereto nor to pass upon any controversy arising from any demand to change any wage prevailing at this time.
- F. The decision of the impartial arbitrator shall be final and binding and shall conclusively determine the subject of the arbitration for the duration of this agreement.
- G. It is the intent of the parties that the impartial arbitrator shall render his decision within twenty (20) days from the date that all pertinent data has been submitted to him, unless such period is extended by agreement of the Board and the Union.
- H. The fees and expenses of the impartial arbitrator and the rental of quarters in which the arbitration matter is heard shall be shared equally by the Board and the Union. All other expenses shall be the obligation of the party incurring them.

#### Sick Leave

19. Employees holding any office, position, or employment who are protected by tenure in their office, position, or employment, shall be allowed sick leave with full pay for a minimum of twelve (12) school days in any school year, as provided under Chapter 30, Article 1, and its sub-paragraphs of the New Jersey Statutes Title 18A, as may be amended from time to time. Within provision does not apply to cafeteria workers.

20. (16) Other absences to be considered are death in the immediate family in which any employee will be granted three (3) days off, with pay, following the date of death of Father, Mother, Husband, Wife, Child, Sister or Brother. One (1) day off with pay shall be granted for death of Grandfather, Grandmother, Sister-in-law and Brother-in-law. As covered under Chapter 30, Article 2 - 18A:30-7, as may be amended from time to time.

#### The Right to Hire, Transfer and Promote

21. The Board shall have the right to hire, transfer and promote.

22. "Seniority shall be defined as the total service of an employee in the Garfield School System as indicated on his occupational card on file with the Board.

In the event the Board should elect to fill a vacancy by promotion, it shall have the right to select the employee who is most qualified. In the event, however, that two or more employees are equally qualified, then the Board shall select the most senior employee to fill the vacancy."

### Transfers

23. An employee may be laterally transferred within his job classification. If an employee is permanently transferred from one job classification to another classification and at any time during the probationary period of thirty (30) days, his work performance is unsatisfactory, he shall be transferred back to his former classification at the rate he was receiving at the time of transfer without loss of Seniority.

24. All transfers and/or changes in rates of pay shall become effective on the nearest Monday to the date of such transfers or change in pay.

25. Temporary assignments within the Bargaining Unit of seventy (70) days may be made with compensation related to the labor grade into which he is being assigned.

### Layoffs and Recall

26. In case of a reduction of forces for an indefinite period, the following procedure shall be effected:

- A. Seniority for this purpose shall be called "Job Seniority" and shall be defined as stated under Article 1, Tenure para: 18A:17-2, 18A:17-3, 18A:17-4 of the N. J. Statutes Title 18A, as may be amended from time to time.

### Hours of Work and Overtime

27. For the purpose of establishing the normal work week for clerks, it shall be from Monday through Friday. The normal working day shall be six and one-half ( $6\frac{1}{2}$ ) hours and the normal working week shall be thirty-two and one-half ( $32\frac{1}{2}$ ) hours.

27A. For the purpose of establishing the normal work week for janitors, it shall be from Monday through Friday. The normal working day shall be eight (8) hours and the normal working week shall be forty (40) hours.

27B. For the purpose of establishing the normal work week for cafeteria workers the normal working day for cooks shall be six and three-quarters ( $6\frac{3}{4}$ ) hours and the normal working week shall be thirty-three and three-quarter ( $33\frac{3}{4}$ ) hours, for regular employees the normal working day shall be six (6) hours and the normal working week shall be thirty (30) hours.

28. Time and one-half shall be paid for all work performed in excess of their specific daily hours as set forth in section 27, 27A and 27B in any one normal working day and for all time work in excess of their specific weekly hours as specified in 27, 27A and 27B in any normal work week. Time and one-half shall be paid for all work performed on Saturday and Sunday.

### Report Time

29. Employees reporting for work at the scheduled starting time on the normally scheduled work day shall be given their daily pay for the specific daily hours as set forth in 27, 27A and 27B at their basic rate for that day.

30. (6) Employees reporting for work scheduled for them on Saturday or Sunday shall be given at least four (4) hours of work, or a minimum of four (4) hours of pay at time and one-half rate.

31. Employees shall be granted a fifteen (15) minute coffee break in the morning between 9:30 A.M. and 9:45 A.M. and a coffee break in the afternoon between 2:30 P.M. and 2:45 P.M. with pay at their basic rate.

Holiday Pay

32. Subject to rules, regulations and limitations specified below, employees shall be granted their specific daily hours as set forth in section 27 and 27A straight time pay at their basic rate for each of the following holidays not worked during the year. Within provision does not apply to cafeteria workers.

New Year's Day	Columbus Day
Lincoln's Birthday	Election Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Easter Monday	Friday after Thanksgiving Day
Ascension Day	Feast of the Immaculate Conception
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	New Year's Eve

Convention close-down as prescribed by law (for Clerks only)

Title 18A:31-2.

32A. "Cafeteria workers shall be granted their specific daily hours as set forth in Section 27B at straight time pay at their basic rate for the following holidays:

New Year's Day	Columbus Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

33. Employees scheduled to work on any holiday listed herein (as observed) shall receive straight time their basic rate for all hours worked plus their specific daily hours as set forth in section 27, 27A and 27B straight time their basic rate in lieu of holiday pay. Any holiday, listed herein, which may fall on a Saturday or Sunday and is not coincidental with school closing, the Board shall grant one (1) day's pay at straight time the basic rate of all employees effected.

33A. Any work undertaken by any employee of the Board pertaining to Athletic Activities or contests shall be paid at a fixed fee for the job as per schedule set by the Board of Education.

33B. Except when assigned to check all schools for the purpose of safety coverage during holiday close-down at no extra compensation.

Schedule of Vacation Allowances

34. An employee on the Board of Education payroll who has one (1) year of service up to and including five (5) years of service shall receive ten (10) working days vacation with pay each year at this basic rate at the time his vacation is due. Within provision does not apply to cafeteria workers.

After five (5) years of service, completed, the employee shall receive fifteen (15) working days vacation with pay each year at his basic rate at the time his vacation is due. Within provision does not apply to cafeteria workers.

After twenty (20) years of service, completed, an employee shall receive twenty (20) working days vacation with pay each year at his basic rate at the time his vacation is due. Employees who are eligible to receive twenty (20) working days vacation shall, however, have one of the weeks designated as a "floating week" which means that said one week shall be scheduled to be taken as a vacation week at the discretion of the employee's immediate supervisor and subject to approval by the Board.

Within provision does not apply to cafeteria workers.

35. Employees having the greater seniority shall be given preference in the selection of Vacation schedules, where consistent with the work schedules.



36. Any employee eligible for vacation whose employment is terminated for any reason whatsoever shall receive his vacation pay in accordance with the amount of compensated hours he has received during the regularly scheduled vacation year.

#### Bulletin Boards

37. The Board agrees to place bulletin boards at appropriate locations in each school on which the Union may post notices of its recreational and social affairs, of Union elections and results thereof, appointments and meetings and general Union activities. Approval of all such notices must be obtained from either the Executive Administrator (Superintendent of Schools or designee) or the Business Administrator-Secretary of the Board, and countersigned by any officer of the Union designated beforehand by the Union for that purpose.

#### Distribution of Overtime

38. The Board will make every reasonable effort to distribute overtime equally among employees qualified to perform work covered by their classification in each work assignment group or section of a department. Employees shall not unreasonably refuse overtime.

#### Safety

39. All complaints regarding the safety of an employee shall be processed through the grievance procedure.

#### Pay Group and Classifications

40. All classifications are established into 16 pay groups. Each group having its own pay scale consisting of a "Minimum" and "Maximum" rate of pay.

41. No employee shall receive a rate lower than the minimum rate or in excess of the maximum rate for the pay group in which his classification is set forth in exhibit (a) annexed hereto. Except when temporarily assigned to undertake duties of a higher job classification at which time he shall receive the maximum rate of the higher job classification for all time spent on the job.

41A. A longevity allowance shall be granted as set forth on Salary Schedule - Exhibit A. Longevity shall be defined as the total service of an employee in the Garfield School System as shown on the employee's personnel records as maintained by the Board.

#### Alteration of Agreement

42. It is understood and agreed that no agreement alteration, understanding, variation, waiver, or modification of any of the terms and conditions or covenants contained herein shall be made by an employee or group of employees with the Board and in no case shall it be binding upon the parties hereto unless made and executed in writing between the parties hereto.

43. It is agreed that the Foreman of Maintenance and the Foreman of Custodians, although not members of the Bargaining Unit, shall be permitted to functionally perform maintenance and custodial duties respectively, when assigned by the Board without prejudice.

44. It is agreed that the two Attendance Officers although not members of the Bargaining Unit, shall be permitted to functionally perform clerical duties when assigned by the Board without prejudice, provided said assignment should not be in the position or positions being held by members of the Bargaining Unit.

45. Health Insurance Plan - As of the beginning of the 1971-72 school year or as soon thereafter as the employees can be enrolled in the State Plan, the Board shall provide individual (Single) health care insurance protection by paying the full premium for employees in the State Health Benefits Plan.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective officials as expressed in accordance with Article 6A of this agreement.

LOCAL 84 INTERNATIONAL BROTHERHOOD OF TEAMSTERS - GARFIELD BOARD OF EDUCATION

BY \_\_\_\_\_  
Recording Secretary

\_\_\_\_\_  
President

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

SALARY GUIDE

	<u>MINIMUM</u>	<u>MAXIMUM</u>	<u>NUMBER OF YEARS</u>	<u>INCREASE PER YEAR</u>
<u>AIDES - SPECIAL SERVICE</u>	7,000.	9,000.	10	200.
<u>CLERICAL</u>				
Clerk - High School	4,150.	6,150.	10	200.
Clerk-Typist - High School	4,350.	6,350.	10	200.
Secretary - Business Administrator	5,950.	7,950.	10	200.
" - Superintendent	5,750.	7,750.	10	200.
" - Asst. Superintendent	5,400.	7,400.	10	200.
" - High School Principal	4,900.	6,900.	10	200.
" - Guidance	4,550.	6,550.	10	200.
Secretary-Clerk - Business Administrator	5,400.	7,400.	10	200.
" " - Superintendent	5,200.	7,200.	10	200.
Steno-Typist	5,400.	7,400.	10	200.
<u>JANITORS</u>				
Regular	6,000.	8,000.	10	200.
<u>MAINTENANCE</u>				
Regular	6,850.	8,850.	10	200.
<u>MATRONS</u>				
	4,750.	6,750.	10	200.
<u>CAFETERIA</u>				
Cooks		2.50 per hour		
Regular		2.25 per hour		

All ten year guides mean that the employee will reach maximum at the start of their eleventh year.

\$100.00 shall be granted in base salary of all licensed firemen certified under Statute RS 34:7-1 as long as they hold a valid license.

LONGEVITY

15 Years	50.00
20 Years	100.00
25 Years	150.00
30 Years	200.00
35 Years	250.00

Longevity is for service time in the Garfield School System ONLY.

LOCAL 84 INTERNATIONAL BROTHERHOOD OF TEAMSTERS - GARFIELD BOARD OF EDUCATION

BY \_\_\_\_\_ Recording Secretary \_\_\_\_\_ President

\_\_\_\_\_ Secretary

\_\_\_\_\_ Date \_\_\_\_\_ Date