

81-82

AGREEMENT BETWEEN:

THE BOARD OF EDUCATION OF THE TOWN OF IRVINGTON

Board of Education

AND THE

IRVINGTON PUBLIC SCHOOL JANITORS' ASSOCIATION

Dated: X June 30, 1981

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BOARD OF EDUCATION
Office of the Sec'y-Bus. Mgr.
1150 SPRINGFIELD AVE.
IRVINGTON, N. J. 07111

SEP 22 1981

IRVINGTON BOARD OF EDUCATION
BUSINESS ASSOCIATION

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PREAMBLE

This agreement entered into this 30th day of June, 1981, by and between the Board of Education of the Town of Irvington, New Jersey, hereinafter referred to as the "Board" and the Irvington Public School Janitors' Association, hereinafter referred to as the "Association."

WITNESSETH

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties, through negotiations in good faith, have reached certain agreements which they desire to set forth in this collective negotiation agreement;

NOW THEREFORE, in consideration of the following mutual covenants and other good and valuable consideration, the Board and the Association agree:

ARTICLE I

RECOGNITION CLAUSE

The Board of Education of the Town of Irvington, hereby recognizes the Irvington Public School Janitors' Association as the exclusive bargaining representative, as defined in Chapter 123, Public Laws of 1974, for all Janitors and Matrons employed in the Irvington School District, exclusive of the Chief Custodian and Secretary to the Chief Custodian.

- (a) The term "employee" when used hereinafter in this agreement, shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit as heretofore defined.
- (b) The term "Board" shall include its officers and agents.

The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to the New Jersey Employer-Employee Relations Act, Chapter 123, Laws of 1974, for the duration of this agreement.

ARTICLE II

NEGOTIATION PROCEDURE

- 1. This agreement incorporates the entire understanding of the parties on all issues which were, or could have been the subject of negotiations. During the term of this agreement, neither party will be required to negotiate with respect to any such matter, whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this agreement.
- 2. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974, in good faith effort to reach an agreement on all matters concerning the terms and conditions of janitorial and matron employment. Such negotiations shall begin not later than October 1 of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated shall apply to all members of the negotiating unit as set forth in the previous Article I and shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

ARTICLE III

BOARD'S RIGHTS CLAUSE

The Board, on its own behalf and on behalf of the citizens of the Town of Irvington, New Jersey, hereby retains and reserves into itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it by laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

- (a) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
- (b) To hire all employees and subject to the provisions of law, to determine their qualifications and the conditions for their continued employment, or their demotion or dismissal, and to promote and transfer all such employees;
- (c) to determine assignment to schools or any other building under the control of the Board; to determine hours of work, duties, responsibilities and all other terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the Constitution and Laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under Title 18A School Laws of New Jersey, or any other national, state, county, district, or local laws or regulations as they pertain to education.

ARTICLE IV

WORK SCHEDULE

- (a) All employees covered under the terms of this agreement shall be required to work a normal eight (8) hour day, (exclusive of a lunch period) as assigned by their Head Janitor and approved by the Chief Custodian.
- (b) Employees covered under the terms of this agreement who are required to work in excess of eight (8) hours per day, or 40 hours per week, shall be compensated at one and one-half times their hourly rate for all overtime work, with the exception of holiday pay as provided in this agreement.

- (c) For the purpose of calculating salaries or all employees covered under the terms of this contract, the calculation shall be as follows:
- the salary for 12-month employees shall be calculated on the basis of $1/240$ th of the employee's annual salary.
 - the salary for 10-month employees shall be calculated on the basis of $1/200$ th of the employee's annual salary.
- (d) All employees covered under the terms of this agreement shall be under the jurisdiction of the Board Secretary-Business Manager and Chief Custodian and under the immediate supervision of the Head Janitor in their respective school.

ARTICLE V - GRIEVANCE PROCEDURE - DEFINITIONS

The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

- (a) The failure or refusal of the Board to renew a contract of a non-tenure employee;
- (b) In 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;
- (c) In matters where the Board is without authority to act;
- (d) In matters involving the sole and unlimited discretion of the Board;
- (e) In 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.

The term "employee" shall mean any regularly employed individual who is a member of the negotiation unit as set forth herein.

The term "representative" shall include any organization, agency or person authorized or designated by any employee, or any group of employees, or by the Association, or by the Board, to act on its or their behalf and to represent it, or them.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this School District.

The term "party" means an aggrieved employee, his immediate superior, or any staff member below the Secretary-Business Manager who may be affected by the determination of the Secretary-Business Manager in connection with the procedure herein established.

PROCEDURE

1. An aggrieved employee shall institute action under the provisions hereof within ten (10) calendar days of the occurrence complained of, or within ten (10) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said ten (10) day period, shall be deemed to constitute an abandonment of the grievance.
2. An employee processing of a grievance, shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate an authorized representative of the Irvington Public School Janitors' Association to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.

4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
5. An employee shall first discuss his grievance orally with his immediate supervisor, or Chief Custodian. A decision shall be rendered within five (5) school days of said hearing. The said immediate supervisor shall make a record of the time and date of this discussion and a copy delivered to the grievant.
6. If the grievance is not resolved to the employee's satisfaction within five (5) school days from the determination referred to in Paragraph 5 above, the employee shall submit his grievance to the Secretary-Business Manager, in writing, specifying:
 - (a) The nature of the grievance;
 - (b) The results of the previous discussion;
 - (c) The basis of his dissatisfaction with the determination.
7. A copy of the writing called for in Paragraph 6 shall be furnished to the Chief Custodian and to the immediate supervisor of the aggrieved employee.
8. Within ten (10) school days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Secretary-Business Manager shall hold a hearing at which all parties in interest shall have the right to be heard.
9. Within ten (10) school days of said hearing (unless a different period is mutually agreed upon), the Secretary-Business Manager shall, in writing, advise the employee and his representative, if there be one, of his determination and shall forward a copy of said determination to the Chief Custodian and to the immediate supervisor of the aggrieved employee.
10. In the event of the failure of the Secretary-Business Manager to act in accordance with the provisions of Paragraphs 8 and 9, or, in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) days of the determination by him, may appeal to the Board of Education.
11. Where an appeal is taken to the Board, there shall be submitted by the applicant:
 - (a) The writing set forth in Paragraphs 6 and 9, and a further statement in writing setting forth the appellant's dissatisfaction with the Secretary-Business Manager's action. A copy of said statement shall be furnished to the Secretary-Business Manager and to the adverse party.
12. If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof, shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests in writing, a hearing before the Board, a hearing shall be held.

13. The Board shall make a determination within thirty (30) school days from the receipt of the grievance and shall in writing, notify the employee, his representative if there be one, and the Secretary-Business Manager of its determination. This time period may be extended by mutual agreement of the parties.
14. In the event an employee is dissatisfied with the determination of the Board, he shall have the right to request mediation pursuant to rules and regulations established by the Public Employment Relations Commission under provisions of Chapter 123, Laws of 1974.
15. In the event a grievance should be filed by any employee who is not subject to the jurisdiction of any Head Janitor or Chief Custodian, he shall discuss his grievance initially with the Secretary-Business Manager, and if dissatisfied with the determination, may appeal to the Board in accordance with the provisions herein set forth.
16. In any case, where a grievance is based upon the direct order, ruling or determination of the Secretary-Business Manager, the aggrieved employee may appeal directly to the Board within ten (10) school days of the issuance of said order, ruling or directive, or within ten (10) days of the time when same have been brought to the employee's attention by filing with the Secretary of the Board, a writing setting forth:
 - (a) The order, ruling or determination complained of;
 - (b) The basis of the complaint;
 - (c) A request for a hearing if a hearing is desired.

A copy of the writing setting forth the above shall be served upon the Secretary-Business Manager, who shall have the right to reply, in writing, thereto. A copy of such reply shall be served upon the aggrieved employee.

17. Upon receipt of a grievance filed under the provisions of Paragraph 16, the procedure shall be as set forth in Paragraphs 12 and 13.
18. All employees who are members of the bargaining unit, as set forth in Article I herein, shall be entitled to resort to the full procedure hereinabove set forth. \bar{n}

ARTICLE VI

GUIDE FOR THE ADMINISTRATION OF SALARIES FOR JANITORS & MATRONS

Effective July 1, 1981

<u>12 MONTHS</u>		<u>10 MONTHS</u>	
Step 1 -	\$ 9100.	Step 1 -	\$ 7580.
2 -	9600.	2 -	8000.
3 -	10,100.	3 -	8415.
4 -	10,600.	4 -	8830.
5 -	11,100.	5 -	9250.
6 -	11,600.	6 -	9665.
7 -	12,200.	7 -	10,160.
Maximum	12,950.	Maximum	10,790.

Add: \$500. for Black Seal Fireman's license

Add: \$416. Fireman's License

A janitor who completes one year of continued service with the Irvington School System, moves to the second (2nd) step on July 1st and continues on each year thereafter in the same manner.

All janitors shall be credited with their present seniority with the Irvington Board of Education, as approved by the Irvington Board of Education.

All salary changes become effective on July 1st of the school year.

NOTE: Above guide does not include compensation for Fireman's License. The guide does include a Super-Maximum payment at the Maximum step.

Night Work

Any janitor assigned to work on the night shift (after the normal workday, a regular day shift), shall receive a ten per cent (10%) night shift differential, based on the employee's monthly salary, and said differential shall not be included as part of the employee's pension.

It is understood and agreed that the Chief Custodian or the Secretary-Business Manager, shall have the sole right to determine and schedule the shifts and hours of work of all janitors.

Uniforms

The Board of Education agrees to provide uniforms to each janitor after July 1, 1978. Cost of said uniforms to be paid for in full by the Irvington Board of Education. (Substitutes by agreement only)

Employees shall be required to maintain and clean uniforms for proper appearance.

Each janitor shall receive:

- 3 pairs of pants
- 2 summer shirts
- 2 winter shirts
- Parka jacket (1981-1982)

It is specifically understood that the Board of Education reserves the right to select the uniforms and colors of same, and it is further agreed that all janitors must wear their uniforms during work hours as a condition of employment.

Insurance Protection

The Board agrees to pay 100% of the premium cost of the Connecticut General Life Insurance Co./Garden State Health Plan , or equivalent, insurance coverage for all full time employees covered by this agreement and their immediate families (spouse and eligible children). All employees who wish to avail themselves of the aforesaid insurance coverage must make application for said coverage to the Board for themselves and for all eligible members of their family who wish to be covered by said insurance. It is specifically agreed by and between the parties hereto that where the employee and his family are already covered by the same type of insurance coverage, that he will not make an application to be covered under the Board's insurance coverage.

Prescription Plan

The Board agrees to provide a co-pay family prescription plan (employee cost \$1.00 per approved prescription) for all full time employees in the employment of the Board of Education.

Dental Plan

The Board agrees to pay 100% of premium cost of family dental plan, spouse and eligible children. (Connecticut General Life Insurance Company)

Vacations

Prior to May 1st of each calendar year, or as soon thereafter as possible, the Head Janitor of each school will consult with the employees under his jurisdiction who are entitled to vacations and upon the results of such consultations, the Head Janitor shall establish the work schedule for the vacation period and submit them to the Head Custodian for his evaluation and approval. The Chief Custodian, in fixing schedules for vacation, shall respect the seniority and wishes of the employee as to the time of vacation insofar as the needs of the school system will permit.

The schedules as determined by the Chief Custodian, shall be final.

Employees covered under this agreement shall receive an annual vacation in accordance with the following schedule:

(a) Employees having worked for the Board for a continuous period of NOT more than one year, as of June 30th of any year, shall receive a vacation, with pay, at the regular rate of one working day for each month of continuous service, exclusive of the first two months of such service.

1 year - less than 5 years	...	10 days
5 years - less than 15 years	...	15 days
15 years - less than 25 years	...	20 days
25 years - and over	...	25 days

(b) All vacations shall be taken on consecutive days unless the Board of Education and the employee agree on a division of the vacation time. All unused vacation time must be taken in the following annual period. No accumulated vacation periods will be allowed after one year from the date of the accrual of the vacation.

Holidays

All employees covered under the terms of this agreement shall receive the following holidays off, with pay:

New Year's Day	Columbus Day
Lincoln's Birthday	Election Day (General)
Washington's Birthday	Veterans' Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
July 4th	Christmas Day
Labor Day	Martin Luther King's Birthday

Should any of the aforementioned holidays fall on a Saturday, there shall be no extra pay or time off; however, should the said holiday fall on a Sunday and be celebrated on the following Monday, the said Monday shall be a day off.

Employees covered under the terms of this agreement shall receive one-half day off on New Year's Eve and Christmas Eve, with pay, providing that other twelve-month non-instructional employees are granted one-half day on either of the aforementioned holidays.

Premium Pay For Holiday Work

In the event an employee is required to work on any of the holidays as listed in this agreement, he shall receive double time and one-half of his regular pay for the hours worked.

Example: Should an employee be required to work a full 8 hour day, he will receive his regular eight (8) hours, plus an additional twelve (12) hours, or a total of twenty (20) hours for the day.

Accumulated Sick Day Payment

Any full time employee covered under the terms of this agreement, with 15 years or more of consecutive service with the Irvington Board of Education, may, upon termination of employment, receive the following compensation:

\$20.00 per day of accumulated sick days - up to a maximum of 100 days.

This benefit shall only be paid once for each employee.

Absence By Reason of Death

In case of death of a member of the employee's immediate family, limited to spouse, mother, father, child, brother, sister, father-in-law and mother-in-law, the employee shall be entitled to five (5) days off for the funeral without loss of pay. The five (5) day period shall include Saturday, Sunday or Holidays should they fall within the aforementioned five-day period.

In the case of the death of grandparents of an employee, the employee shall be entitled to three (3) days off for the funeral without loss of pay. The three-day period shall include Saturday, Sunday or Holidays should they fall within the aforementioned three-day period.

It is necessary that the employee file in these instances, a written statement, with documentation if necessary, giving dates and family relationship with the deceased, with the Secretary of the Board, within five school days of absence.

Leaves of Absence without Pay

Leaves of absence with full loss of salary, may be granted by the Board for a limited and definite period. No request for a leave of absence will be considered (1) until a written application, containing a statement of the reasons for the leave of absence, has been filed with the Board Secretary-Business Manager and (2) until the Board Secretary-Business Manager has submitted to the Board, a recommendation with respect to the application. The Board will entertain no application for a leave of absence except for ill health or maternity reasons that will bring the total time for absence on leave, to more than one school year, within three consecutive school years. For the purpose of this section, the full loss of salary shall be calculated on the basis of 1/200th of the employee's annual salary for 10-month employees, and 1/240th of the employee's annual salary for 12-month employees.

LEAVES OF ABSENCE

All injuries, no matter how slight, must be reported to the immediate Supervisor. The Supervisor shall make a written report to the Office of the Board.

All absences caused by such on-the-job injury shall be reported. The employee shall advise the Board of any and all amounts of Workmen's Compensation awards made for temporary disability. The Board reserves the right to have the employee examined by a physician at reasonable times.

Subject to the reservation by the Board of its legal rights, it is provided that whenever an employee is absent from his/her job as a result of a personal injury caused by an accident arising out of, and in the course of his/her work, the Board may pay to the employee, the full salary for the period of absence reduced by the amount of Workmen's Compensation benefits received for each day of absence and including Saturdays and Sundays. The salary shall be paid for absence during the waiting period and during the period the employee received, or was eligible to receive temporary Workmen's Compensation benefits and the salary may be paid up to one calendar year without charging same to sick leave.

* Two Days Absence For Personal Reasons, Etc.

Two days absence of each school year is granted to each employee who has continuously served the Board of Education for at least one year, for personal or business purposes, provided the immediate Supervisor approves of this absence, in advance. These days of absence must be taken during the current school year and cannot be accumulated. No deduction in salary shall be made provided the employee files a written statement with the Secretary of the Board of Education, through the Supervisor's office, within five school days from the day of absence.

Any employee entitled to, and does not use personal business days during any one school year, will have the unused personal day/s transferred to that employee's accumulated sick time.

Absence - Illness in Family

No deduction in salary shall be made if the absence of a janitor is caused by the illness of a wife, husband, child, parent, brother or sister, RESIDING WITH THE EMPLOYEE, provided that such leave of absence shall not exceed three (3) school days in any school year. Said days are not to be accumulative.

Distribution of Contract

Each janitor shall receive a copy of the 1981-1982 contract agreement.

Alteration of Agreement

No agreement or amendment shall be binding on any of the parties hereto, unless such agreement is made and executed, in writing, between the parties.

Stipulation - Yom Kippur

During the term of this agreement, it is understood that if any other non-instructional bargaining unit members receive a day off for the holiday of Yom Kippur, members covered under the terms of this agreement shall also receive that day off, with pay, and should they be required to work, the premium pay, as indicated in this agreement, shall apply.

AGREEMENT BETWEEN:

THE IRVINGTON BOARD OF EDUCATION

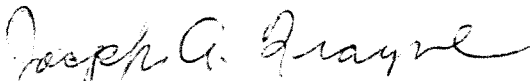
AND

THE IRVINGTON PUBLIC SCHOOL JANITORS' ASSOCIATION

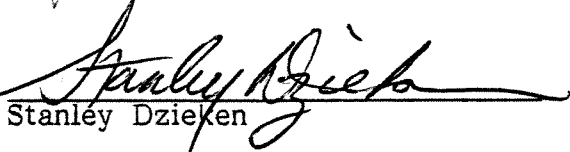
This Agreement shall become effective on the 1st day of July, 1981 and shall remain in full force and effect for a period of one year and shall expire on the 30th day of June, 1982.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed and have set their hands and seals thereto, executing this Agreement by their duly authorized agents this 30th day of June, 1981.

THE IRVINGTON PUBLIC SCHOOL
JANITORS' ASSOCIATION :




Joseph A. Frayne, President



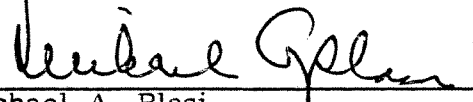
Stanley Dzieken

THE IRVINGTON BOARD OF EDUCATION:

BY:



Herbert L. Ramo, Chairman
Negotiating Committee



Michael A. Blasi
Secretary-Business Manager
Board Negotiator

Seal: