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12-12

AGREEMENT

between

FAIR HAVEN BOARD OF EDUCATION

and

FAIR HAVEN CUSTODIAL ASSOCIATION

X July 1, 1981 through June 30, 1983

LIBRARY
Institute of Management and
Labor Relations

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RUTGERS UNIVERSITY

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	Preamble	
I	Recognition	2
II	Negotiation of Successor Agreement	3
III	Grievance Procedure	4
IV	Rights of the Parties	9
V	Non-Discrimination	10
VI	Employment	11
VII	Working Conditions	13
VIII	Sick Leave	16
IX	Temporary Leaves of Absence	17
X	Insurance	18
XI	Seniority	19
XII	Miscellaneous	20
XIII	Duration of Agreement	21

Appendix

A	Salary Guide for 19____ - 19 ____
B	Job Descriptions for: Building Maintenance Supervisor Maintenance Person Building Custodian

PREAMBLE

This Agreement is entered into this _____ day of _____ by and between the Board of Education of the Borough of Fair Haven, New Jersey, hereinafter called the "Board" and the Fair Haven Custodial Association, hereinafter called the "Association".

WITNESSETH:

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws of 1968 to negotiate with the Custodians as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement.

It is hereby agreed as follows:

ARTICLE I - RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all full-time custodial and maintenance personnel.

B. Definition of Custodian

Unless otherwise indicated the term "custodians," when used hereinafter in this Agreement, shall refer to all service employees represented by the Association in the negotiating unit as defined above.

ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiation over a Successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin not later than December 1 of the calendar year preceding the calendar year in which this Agreement expires unless a later date is declared mutually acceptable. Any agreement so negotiated shall apply to all custodians, be reduced to writing, be signed by both parties and be adopted by the Board.

B. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by a custodian or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting a custodian or a group of custodians.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the claim.

3. Party in Interest

A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, the resolution of differences which may from time to time arise affecting custodians. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Time Limits

a. The aggrieved person must initiate the grievance procedure within thirty (30) days of the event or circumstances which caused the grievance.

b. The number of days indicated at each level is a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Level One - Immediate Supervisor

A custodian with a grievance shall first discuss it with the Building Maintenance Supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

ARTICLE III - GRIEVANCE PROCEDURE - Continued

C. Procedure

3. Level Two - Board Secretary

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation to the grievance, (s)he may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Board Secretary.

4. Level Three - Board of Education

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board Secretary, (s)he may within five (5) school days after a decision by the Board Secretary, or fifteen (15) school days after the grievance was delivered to the Board Secretary, whichever is sooner, request in writing that the Association submit the grievance to the Board.

5. Level Four - Arbitration

- a. If the grievance is based upon an allegation that there has been a violation or misinterpretation of the express terms of this agreement and the aggrieved person is not satisfied with the disposition of the grievance at Level Three or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board, (s)he may within five (5) school days after a decision by the Board or fifteen (15) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.
- b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified

ARTICLE III - GRIEVANCE PROCEDURE - Continued

C. Procedure

5. Level Four - Arbitration

specified period, a request for a list of arbitrators may be made to the American Arbitrators Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

- c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall deliver his decision not later than twenty (20) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issue submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- d. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement, Board policy or existing rules and regulations. His/Her authority shall be limited to deciding whether a specific article and section of this Agreement has been violated or whether a wrong has been suffered through unfair or inequitable treatment or through interpretation or application of the Board's policies or as a result of administrative decision or through failure to comply with the provisions of this Agreement. The arbitrator shall not usurp the functions of the Board.
- e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE III - GRIEVANCE PROCEDURE - Continued

D. Rights of Custodians to Representation

Any aggrieved person may be represented at all stages of the grievance procedure by him/herself, or, at his/her option, by a representative selected or approved by the Association. When a custodian is not represented by the Association, the Association shall have the right to be presented and to state its views in all stages of the grievance procedure.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group of custodians, the Association may submit such grievance in writing to the Board Secretary directly and the processing of such grievance shall be commenced at Level Two.

2. Supervisory Grievance

If the aggrieved party is the Building Maintenance Supervisor, the grievance shall be submitted in writing to the Board Secretary and the processing of such grievance shall be commenced at Level Two.

3. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Level Two, Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, paragraph 6(C) of this Article.

4. Separate Grievance File

All documents, communications and records dealing with processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

ARTICLE III - GRIEVANCE PROCEDURE - Continued

E. Miscellaneous

5. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Board Secretary and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

6. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.

ARTICLE IV - RIGHTS OF THE PARTIES

A. Board Authority

The Board, subject only to the language of this Agreement, reserves to itself full jurisdiction and authority over matters of policy and retains the right in accordance with applicable laws and regulations to:

1. Direct the activities of the employees of the district.
2. Hire, promote, transfer, assign, retain, reward, suspend, demote, discharge or discipline after due consideration of employee qualifications and levels of performance and the needs of the district.
3. Maintain the efficient operation of the school district.
4. Determine assignments, hours of employment, work schedules, duties and responsibilities of employees.
5. Take whatever actions necessary to meet the obligations of the school district in times of emergency.

B. Required Meetings or Hearings

Whenever any custodian is required to appear before any administrator or supervisor, Board or committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that custodian in his/her office, position or employment or the salary or any increments pertaining thereto, then (s)he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise and/or represent him/her during such meeting or interview.

C. Subcontracting

The Board will negotiate with the Association prior to any subcontracting of unit work that would lead to the elimination of positions or changes in working conditions.

ARTICLE V - NON-DISCRIMINATION

The Board and Association agree that there shall be no discrimination in the application or administration of this Agreement on the basis of race, color, creed, sex, age, national origin, religious or political affiliation.

ARTICLE VI - EMPLOYMENT

A. Appointment

Custodians shall be appointed by the Board upon the recommendation of the Superintendent after consultation with the Board Secretary and Building Maintenance Supervisor.

B. Service Credit

1. Prior Experience

The Board reserves the right to grant credit for any prior experience which it deems of value to the school system at the time of initial employment.

2. Date of Employment

A custodian employed prior to January 1 of any school year shall be given full credit for one year's service toward the next increment step in the following year. Personnel employed after January 1 may be granted, at the Board's discretion, half credit.

C. Wages

1. Salary Schedule

The salaries of all custodians covered by this Agreement shall be determined in accordance with the Schedule which is attached hereto and made a part hereof (Appendix A).

2. Method of Payment

Custodians employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.

D. Assignment

Custodians shall be assigned and/or transferred to buildings and/or shifts by the Board Secretary after consideration of the needs of the district and the desires of the employees and consultation with the Superintendent and Building Maintenance Supervisor.

E. Vacancies and New Positions

Present employees shall be given every opportunity through prompt notification, to apply and to be considered for vacant or new positions.

ARTICLE VI - EMPLOYMENT - Continued

F. Tenure

Custodians shall be eligible for tenure protection in accordance with the provisions of N.J.S.A. 18A:17-3 and 18A:6-10.

ARTICLE VII - WORKING CONDITIONS

A. Term of Employment

1. Work Year

All full-time custodians shall be employed on a school year basis beginning July 1 and ending June 30 and shall be known as "12 month employees."

2. Holidays

Employees covered by this Agreement shall have the following paid holidays:

- | | |
|---------------------------|-------------------------------|
| Independence Day | New Year's Day |
| Labor Day | Martin Luther King's Birthday |
| Columbus Day | Lincoln's Birthday |
| Veterans' Day | Washington's Birthday |
| Thanksgiving Day | Good Friday |
| Friday after Thanksgiving | Memorial Day |
| Christmas Day | |

Whenever a holiday falls on a Saturday, Sunday or a day when school is in session, a "replacement day" shall be scheduled on a day when school is not in session by the Board Secretary after consultation with the Superintendent and Building Maintenance Supervisor.

3. Vacations

Custodians shall accrue paid vacation days in accordance with the following schedule:

<u>Experience in District</u>	<u>Vacation Entitlement</u>
One (1) through six (6) years	Ten (10) days
Seven (7) through twelve (12) years	Fifteen (15) days
Thirteen (13) years or more	Twenty (20) days

Custodians employed for less than a full year shall accrue 10/12 of a vacation day for each full month of employment

At least 10 vacation days shall be taken during the summer between July 1 and August 15. Entitlements beyond ten (10) days shall be arranged during the school year by the Building Maintenance Supervisor, subject to the approval of the Board Secretary after consultation with the Superintendent.

ARTICLE VII - WORKING CONDITIONS - Continued

B. Hours of Employment

1. Work Week

The normal work week (Monday through Friday and exclusive of lunch breaks) shall be forty (40) hours. Daily, eight (8) hour shifts developed by the Building Maintenance Supervisor and assigned by the Board Secretary shall provide for an equitable distribution of work responsibilities and an adequate lunch or dinner break.

2. Overtime

Work during the week in excess of forty (40) hours or on Saturdays shall be compensated at one-and-a-half times the regular hourly rate. Sunday or holiday work shall be compensated at twice the regular rate.

Hourly rates shall be determined by dividing the annual salary by 1,920 (yearly work hours).

Overtime shall be scheduled by the Building Maintenance Supervisor, subject to the approval of the Board Secretary, on a rotating basis with preference given to employees at the lower end of the pay scale (particularly to cover routine building activities).

C. Duties

All full time custodians, at the time of initial employment and during the annual evaluation conference, shall have an opportunity to review performance responsibilities as detailed in the attached Board adopted Support Service Job Description (Appendix B).

D. Boiler Operation

1. Licensing

Recognizing the importance of an efficient and safe heating system, all custodians shall be required to hold an appropriate low-pressure boiler license.

ARTICLE VII - WORKING CONDITIONS - Continued

D. Boiler Operation

2. Training

The Board Secretary shall insure that every custodian receives training in the proper operation of the boilers. The instruction shall be provided within the district by the Building Maintenance Supervisor and outside the district through participation in a formal course preparing custodians for the securing of a Black Seal License. Initial enrollment in the course shall take place within the first year of employment. If necessary, work schedules will be adjusted to permit course attendance.

3. Expenses

The Board shall pay all course registration, examination (up to one retake), license and license renewal fees. The employee shall assume cost responsibility if it becomes necessary to retake the course and exam two or more times.

4. Inability to Secure License

Failure to obtain the Black Seal License within a reasonable length of time may be sufficient cause for the denial of an increment or the termination of employment.

E. Uniforms

The Board, through contracting, shall provide for an adequate supply of uniforms which will be worn by custodians while on duty.

F. Evaluation

Each custodian shall be evaluated annually by his/her immediate supervisor using the criteria contained in the appropriate job description. The evaluation report shall be written, discussed with the employee and placed in the employee's personnel file.

ARTICLE VIII - SICK LEAVE

A. Accumulative

Custodians shall be entitled to sick leave with pay in accordance with the following schedule (certification of illness by a physician may be required):

<u>Experience in District</u>	<u>Sick Leave Entitlement</u>
Zero (0) through five (5) years	Twelve (12) days
Six (6) through ten (10) years	Fourteen (14) days
Eleven (11) through fifteen (15) years	Seventeen (17) days
Sixteen (16) years or more	Twenty-two (22) days

Unused sick leave days shall be accumulated from year to year up to a maximum of twelve (12) days.

B. Extended

When a custodian has exhausted his/her total accumulated sick leave and is absent due to illness, the Board shall consider on an individual basis, the granting of extended sick leave which may be with full salary, salary less the rate of substitute or without salary. Such deductions, as the Board may authorize, will be made in the pay period immediately following that which the absence occurred.

ARTICLE IX - TEMPORARY LEAVES OF ABSENCE

A. Entitlement

Custodians shall be entitled to the following noncumulative leaves of absence with pay each year:

1. Personal

Three (3) days leave for personal, legal, business, household, family or religious matters which require absence during school hours. Reason(s) for leave need not be stated unless the entitlement has been exhausted or day requested immediately precedes or follows a holiday or vacation period.

2. Family Illness

Up to two (2) days leave for illness in the immediate family.

3. Death

Up to four (4) days leave in the event of the death of a spouse, child, parent, brother, sister, father-in-law, mother-in-law or any relative who, at the time of death, was a member of the immediate household. One (1) day leave to attend the funeral of any other relative.

4. Marriage and Honeymoon

Up to five (5) days leave for the purpose of marriage and honeymoon.

5. In-Service Training

Discretionary leave based on the training needs of the employees and/or district for the purpose of attending workshops or meetings or visiting schools outside the district.

B. Request Procedures

Except in cases of emergency, requests for leave shall be placed in writing (using appropriate form) and submitted to the Superintendent for approval at least two (2) days in advance.

ARTICLE X - INSURANCE

A. Health Care

The Board shall provide health care insurance protection for each custodian and his/her family (if appropriate) through payment of full premiums.

1. Coverage

Health care insurance programs selected by the Board shall include the following coverage:

- a. Hospitalization (Blue Cross)
- b. Medical-Surgical (Blue Shield)
- c. Rider J
- d. Major Medical
- e. Basic Dental

2. Carriers

Current insurance carriers are designated accordingly:

- a. New Jersey State Health Plan (Hospitalization, Medical-Surgical, Rider J)
- b. Prudential Insurance Company (Major Medical)
- c. New Jersey Dental Service Plan (Basic Dental)

Should the Board choose to change carrier and/or insurance program, coverage shall be no less than that which is now in effect.

B. Workman's Compensation

All employees covered by this agreement shall be included under the Board's Workmen's Compensation Insurance Policy which provides sick leave and disability benefits for job related injuries.

ARTICLE XI - SENIORITY

A. Defined

Seniority for the purpose of this Article shall be based upon an employee's continuous length of service with the Board, from the last date of hire.

B. Reduction in Force

Should the Board determine that a reduction in force is required for the efficient operation of the district, employees shall be laid off from their jobs in the following manner:

1. Order of Separation

The employee with the least seniority in the job classification where the layoff is necessary shall be the first employee laid off.

2. Recall

Should vacancies occur the last qualified person separated shall be the first to be rehired.

C. Reduction in Work Schedules

Should it become necessary for the Board to reduce work schedules for the efficient operation of the district, principles of seniority shall apply.

ARTICLE XII - MISCELLANEOUS

A. Tool and Vehicle Allowance

The Board shall determine, on an annual basis and through the negotiation process, an allowance which shall be paid to the Building Maintenance Supervisor and Maintenance Person in compensation for the use of personal tools and/or vehicles in the performance of job related tasks.

B. Jury Duty

Custodians selected to serve on jury duty shall perform such service without salary or leave-time penalties.

C. Physical Examination Expense

Any custodian required by the Board to take a physical examination for any reason shall do so at Board expense.

D. Extended Leave of Absence

The Board may grant to any tenured custodian an unpaid leave of absence up to one year for good cause. Requests shall be processed through the Superintendent of Schools.

E. Unlawful Provisions

If any provision of this Agreement is held to be contrary to law, then such provision shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions shall continue in full force and effect.

ARTICLE XIII - DURATION OF AGREEMENT

This Agreement shall be effective as of _____
and shall continue in effect until _____

In witness whereof the Association has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its president, attested by its Secretary and its corporate seal placed hereon, all on the day and year written above.

FAIR HAVEN CUSTODIAL ASSOCIATION

By _____
President

By _____
Secretary

FAIR HAVEN BOARD OF EDUCATION

By _____
President

By _____
Secretary

FAIR HAVEN BOARD OF EDUCATION

June 9, 1981

CUSTODIAL SALARY GUIDE - 1981-82

<u>STEP</u>	
1	\$ 8,200
2	8,700
3	9,200
4	9,800
5	10,450
6	11,100
7	11,850
8	12,600
9	13,350
10	14,100
10+	8.0% of 1980-81 Salary

FAIR HAVEN BOARD OF EDUCATION

June 9, 1981

CUSTODIAL SALARY GUIDE - 1982-83

STEP

1	\$ 8,500
2	9,000
3	9,500
4	10,100
5	10,700
6	11,400
7	12,100
8	12,950
9	13,800
10	14,650
10+	7.5% of 1981-82 Salary