

THIS DOES NOT  
CIRCULATE

PREAMBLE

This agreement entered into this November 13, 1978 by and between the Board of Education of the Borough of Eatontown, New Jersey, hereinafter called the "Board", and the Eatontown Custodian and Cafeteria Workers Association, hereinafter called the "Association", incorporates the articles hereinafter indexed and further defined.

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## ARTICLE I

### RECOGNITION

- A. The Board hereby recognizes the Association as the majority representative for collective negotiation concerning grievances, terms and conditions of employment for all the following full time personnel under contract excluding substitutes:
- Custodians
  - Cafeteria Workers
  - Maintenance Workers
  - Groundskeepers
- B. Unless otherwise indicated, the term, "employee", when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined excluding the Supervisor of Cafeterias. References to employees shall include male and female employees.

## ARTICLE II

### NEGOTIATION PROCEDURE

- A. Either party may submit in writing proposals for collective negotiation prior to the date set down under Public Employee Relations Committee rules. Negotiations shall commence no later than 120 days prior to budget submission and ground rules shall be determined by the parties in negotiation at the first meeting. At least four (4) meetings shall be held between the 120th day and 90th day prior to budget submission.
- B. Any agreement so negotiated shall be reduced to writing and executed by both parties.
- C. This agreement shall not be modified in whole or in part except by an instrument in writing executed by both parties.

## ARTICLE III

### GRIEVANCE PROCEDURE

- A. Definitions
1. A "grievance" is a claim by a member of the Association

that there has been a misinterpretation, misapplication, or violation of the provisions of this agreement, policies and administrative decisions affecting a member or group of members.

2. An "aggrieved person" is a person or persons included in the negotiating unit and making the claim.
3. A "party in interest" is a person making the claim, and any person(s) or the Association who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. Purpose

1. The purpose of this procedure is to resolve, at the lowest possible level, differences which may from time to time arise affecting the terms and conditions of employment of Association Members subject to Paragraph E5 of this Article, and as may be appropriate without disclosure at any level of procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention by the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

#### C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure before the end of the school year, and if left unresolved until the beginning of the following year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

### LEVEL I

3. An Association member with a grievance shall discuss it first with his immediate supervisor or Board Secretary either directly or through the Association's representative, within 10 school days of the occurrence of the event, situation or incident which gave rise to the grievance, with the objective of resolving the matter informally at this level. In the event the Board Secretary or immediate supervisor decides that the resolution of the grievance is beyond the scope of his authority he shall forward such grievance in writing to the Superintendent directly and the processing of such grievance shall proceed to Level Two. In the event that the Superintendent decides that the resolution of the grievance is beyond the scope of his authority he shall forward the grievance to the Board of Education and the processing of such a grievance shall proceed to Level Three.

### LEVEL II

4. If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Negotiations Committee within five (5) school days after the decision at Level One or ten (10) days after the grievance was first presented at Level One, whichever is sooner. Within five (5) school days after receiving the written grievance, but no later than ten (10) days, the Chairman of the Negotiations Committee shall refer it to the Superintendent of Schools.

### LEVEL III

5. If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within five school days after a decision by the Superintendent or fifteen (15) school days after the grievance as delivered to the Superintendent, whichever is sooner, request in writing that the Chairman of the Negotiations Committee submit his grievance to the Board of Education. If the Board of Education fails to resolve the grievance to the satisfaction of the aggrieved within (15) school days after the receipt thereof, then the Board and the Association's Negotiations Committee shall resort to arbitration, and attempt to agree upon a mutually acceptable arbitrator and shall obtain from said arbitrator a commitment to serve. If the parties are unable to agree upon a

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

(a) The arbitrator so selected shall confer with the representatives of the Board and the Negotiations Committee and hold hearings promptly. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasonings, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any award which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The award of the arbitrator shall be submitted to the Board and to the Association and shall be final and binding on all parties.

(b) The cost for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### D. Rights of Association Members to Representation

1. The aggrieved party may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative of his choice or by a representative selected or approved by the Association. When a member is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or any members of the Administration against any party in interest, any Association representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

#### E. Miscellaneous

1. If, in the judgment of the Association, a grievance arising out of the same transaction materially affects a group or class of members, the Negotiations Committee may submit such grievance

ances in writing to the Superintendent directly and the processing of such grievance shall commence at Level II. The Negotiations Committee may process such a grievance through all the remaining levels of the grievance procedure.

2. Decisions which are rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefor and shall be transmitted promptly to all parties in interest and to the Chairman of the Negotiations Committee of the Association. Decisions rendered at Level Three shall be in accordance with Paragraphs 5 (a,b) of this Article.
3. All written communications transmitted between the aggrieved person(s) or the Association, and either the immediate supervisor, Board Secretary, Superintendent or Board of Education will be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. The forms used in filing grievances (supplied by the Association) shall be prepared jointly by the Superintendent and the Association.
5. 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

##### EMPLOYEE RIGHTS AND PRIVILEGES

- A. Pursuant to Chapter 123, Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental powers under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- B. Nothing contained herein shall be construed to deny or restrict to any employee or to the Board of Education such rights as he may have under New Jersey School Laws or other applicable laws and regulations.
- C. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- D. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any advantage, or given an adverse evaluation of his services without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

#### FAIR DISMISSAL CLAUSE

- E. Any employee receiving notice that his/her employment is terminated may, within fifteen working days thereafter, request in writing a statement of the reasons for such termination of employment. The statement of reasons must be given to the employee in writing within thirty days after the receipt of such request. Upon 15 days, the employee must also be granted an informal non-adversary hearing before the Board of Education.

The purpose of this last provision is to provide the employee with an opportunity to convince the Board to offer re-employment. The Board must notify the employee of its final decision within three days following the informal appearance.

#### ARTICLE V

#### ASSOCIATION RIGHTS

- A. The Board agrees to furnish to the Association, upon request, all available public information concerning the financial resources of the district, registers of personnel, agendas and minutes of all Board meetings whether special or regular meetings.
- B. Representatives of the Association, the New Jersey Education Association, the Monmouth County Education Association, and the National Education Association shall be permitted to transact official Association business on all school property at all reasonable times during the day except when the property is not occupied as duties require, provided that this shall not interrupt nor interfere with normal school operations, nor the immediate obligations of the member so concerned.

- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings except when not occupied as duties require. The Principal of the building in question shall be notified in advance of the time and place of all such meetings. Approval of the Superintendent is required subject to board policy.
- D. The Association shall have, in each school building, the use of a bulletin board in each school. Copies of all materials or reasonable facsimile of all materials to be posted on such bulletin boards shall be given to the Building Principal, but no approval shall be required.
- E. The Association shall have the right to reasonable use of the inter-school mail facilities and school mail boxes for Association materials as it deems it necessary and without the approval of the Building Principal or other members of the Administration. Such material shall be identified as Association materials.

## ARTICLE VI

### EMPLOYEE ASSIGNMENT

All members of the Association shall be given written notice of tentative changes in building assignments for the forthcoming year by June 1st, when possible. Should a change be required after this date, written notice will be sent to the member's home or file address by certified mail. The member so affected shall be given the opportunity to discuss the assignment with the Board Secretary. The member so affected can further discuss the matter with the Superintendent.

## ARTICLE VII

### VOLUNTARY TRANSFERS AND ASSIGNMENTS

- A. On or about May 1st, the Superintendent shall post in all school buildings a list of expected vacancies for the following school year.
- B. In the determination of requests for voluntary reassignment and/or transfer, the wishes of the individual member shall be honored to the extent that the transfer does not conflict with the requirements and best interests of the school system. Association members who desire a change in assignment may file a written statement of such desire with the Board Secretary through the Building Principal stating the assignment desired. Such requests will be considered when scheduling is made, but this consideration is not intended to limit the flexibility of the administration.



## ARTICLE VIII

### INVOLUNTARY TRANSFERS AND REASSIGNMENTS

Notice of an involuntary transfer or reassignment shall be given to the Association member affected in writing, in person or by certified mail to the individual member's home or file address when determined by the Board of Education. The member so affected may request and be granted a conference with the Board Secretary or Superintendent concerning such change. This provision is not intended to limit the flexibility of the administration.

## ARTICLE IX

### PROMOTIONS

- A. A notice of a vacancy in positions to be filled shall be sent to each school for posting at least fifteen (15) days before the final date when applications must be submitted. A copy shall be sent to the Association if such vacancy becomes available in a summer recess period when schools are closed.
- B. Association members who desire to apply for any such vacancies above shall submit their applications in writing to the Board Secretary. When a vacancy described in notice is filled, the Board Secretary may destroy all applications for said position.
- C. The Board agrees to give consideration to the background, merit and seniority of all applicants.

## ARTICLE X

### SICK LEAVE AND ABSENCES

- A. **Personal Illness**
  - 1. All Association employees employed by the Board of Education of Eatontown Borough shall be allowed sick leave with full pay for ten (10) days for ten month employees and twelve (12) days per year for twelve month employees during each contract year.
  - 2. Personal illness is hereby defined as absence from the members duty because of personal disability due to illness or injury, or because the member has been excluded from school by the school district's medical authorities on account of contagious disease or being quarantined for such a disease in their immediate household.

3. If any employee shall be absent for five or more consecutive days, he will be required to visit the school physician or own physician for the purpose of physical certification before returning to duty.  
Said certification may be required after any absence upon the request of the Board Secretary.
4. If any Association employee shall utilize, in any school year, less than the days provided above, the remaining days shall be accumulative for additional sick leave with full pay in subsequent years beginning September 1, 1955.

B. Death in the Family

Five (5) days absence in one school year are allowed for death in the immediate family. Immediate family defined as: parent, child, spouse, brother, sister, mother-in-law, father-in-law, employee's or spouse's grandparents. This leave is non-cumulative.

C. Illness in the Family

Three (3) days absence in one school year are allowed for illness in the immediate family defined in paragraph B. This leave is non-cumulative.

D. Personal Business

1. Three (3) days absence in one school year are allowed for personal business, such as legal matters, death of people other than those of the immediate family as defined in paragraph B. This leave is non-cumulative.
2. All requests must be in writing and approved by the building principal five (5) days prior to the day or days of absence. Personal Business shall not be taken the day before or after a school holiday or recess. The requirement for five (5) day notice for personal business leave in the case of an emergency or of death of people other than those in the immediate family may be waived by the Building Principal on a case by case basis.

E. Unauthorized Leave

Unauthorized leave shall be considered a breach of contract and could result in dismissal.

F. Category of Leave

The building principal should determine and approve the category for leave in each case.

G. Leave of Absence

An employee applying for temporary or extended leave of absence for causes other than those stated in the rules and regulations above, shall do so in writing to the Board of Education. Such cases will be decided individually on their merits at the discretion of the Board.

ARTICLE XI

MEDICAL INSURANCE PROTECTION

- A. The Board shall provide the following health care insurance protection for all employees covered by this Agreement. The Board shall make payment of full individual or full family insurance premiums as appropriate to provide insurance coverage for the full twelve month period for the following insurance at regular rate. New Jersey Health Benefits Program (Blue Cross/Blue Shield) Rider J and Major Medical Insurance.
- B. Employees with dependents insured elsewhere vis-a-vis the above benefits shall not be eligible for dependent coverage at the Eatontown Schools unless such coverage is relinquished at the dependent's place of employment. Employees with a spouse in military service are not eligible for the medical benefits rendered above.
- C. The Board reserves the right to select any carrier providing the benefits stipulated in the carriers policy are satisfactory to the Association.

ARTICLE XII

DEDUCTIONS

- A. Deductions from each Association member's salary shall be in accordance with New Jersey Statutes for the following:
1. Monmouth County Teachers Federal Credit Union
  2. Tax Sheltered Annuity
  3. Washington National Insurance
  4. Pension and Annuity Funds and Loan Repayment
  5. Contributory Insurance
  6. Association Payroll Deduction

- B. The Board shall deduct from the salaries of Association members dues for the Eatontown Custodian and Cafeteria Workers Association, the Monmouth County Education Association, the New Jersey Education Association and the National Education Association as such members individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (NJSA 52:14-15, 9e) and its amendments and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Eatontown Custodian and Cafeteria Workers Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations. Each of the associations named above shall certify to the Board in writing the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to and with time sufficient for the effectuation of such change.

### ARTICLE XIII

#### WORK YEAR

The work year for Custodians, Maintenance Workers and Groundskeepers shall be:

July 1, through June 30,

The work year for Cafeteria Managers, Full Time and Part Time Cafeteria Workers shall be:

September 1, through June 30,

#### DAILY WORK HOURS

1. Head Custodians, day Custodians, Maintenance Workers and Groundskeepers work day shall consist of  $8\frac{1}{2}$  hours. Monday through Friday - including 30 minutes lunch period.
2. Night Custodians work day shall consist of  $8\frac{1}{2}$  hours - Monday through Friday - including a 30 minute lunch period.
3. Cafeteria Managers and Full Time Cafeteria Workers work day shall consist of 6 hours - Monday through Friday - including a 20 minute break period.
4. Part time Cafeteria Workers work day shall consist of 4 hours - Monday through Friday - including a 15 minute break period.

## ARTICLE XV

### SALARIES

- A. The salaries for all employees covered by this Agreement are set forth in Schedules A. and B which are attached hereto and made a part hereof. It is understood and agreed that said salaries are retroactive from July 1, 1978.
- B. All employees shall be provided with a statement of earnings and deductions made from those earnings, for each monthly salary payment.
- C. Employees employed on a ten (10) months basis shall be paid in twenty (20) equal semi-monthly installments. Employees employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments.

## ARTICLE XVI

### Custodial, Maintenance Men & Groundskeeper VACATION SCHEDULE

- 1. Vacation eligibility shall be determined as of July 1 of each year.
- 2. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor. (Every effort shall be made to accommodate the employees desires.)
- 3. Employees shall be eligible for vacations on the following basis:
  - A. After completion of one full year - One (1) week
  - B. After completion of three full years - Two (2) weeks
  - C. After completion of five full years - Three (3) weeks
  - D. After completion of twelve full years - Four (4) weeks
  - E. All new employees hired between July 1 and September 1 shall receive a week of vacation at the end of the school year to be taken between July and September 1 subject to the approval of the Superintendent of Schools. Employees hired after September 1 in any school year shall be entitled to a vacation equal to one-half day per month of employment during that school year.

### DURATION OF AGREEMENT

This Agreement between the Eatontown Board of Education and the Eatontown Custodians and Cafeteria Workers Association shall become effective on July 1, 1978 and shall be continued in effect until June 30, 1980 for Custodians, Maintenance Workers and Groundskeeper. The Agreement for Cafeteria Workers shall be in effect from September 1, 1978 to June 30, 1980. Negotiations for salary guides and fringe benefits for the 1979-1980 school year shall be opened in accordance with PERC regulations.

SCHEDULE A  
CUSTODIAL SALARY GUIDE

<u>STEP</u>	<u>1978-1979</u>
1	\$ 6,700
2	\$ 7,240
3	\$ 7,630
4	\$ 7,970
5	\$ 8,315
6	\$ 8,660
7	\$ 9,005
8	\$ 9,345
9	\$ 9,690
10	\$ 10,030
11	\$ 10,375
12	\$ 10,720
13	\$ 11,065
14	\$ 11,405
15 and over	\$ 11,750

Head Custodians will be given an additional \$500.00 over and above the custodial guide.

Maintenance Man will be placed on the guide plus an additional \$500.00 per year.

SCHEDULE B  
CAFETERIA SALARY GUIDE\*

<u>Step</u>	<u>Four Hour Worker</u>	<u>Six Hour Worker</u>	<u>Cook Manager</u>
	<u>1978-79</u>	<u>1978-79</u>	<u>1978-79</u>
1	2320	3480	4020
2	2420	3630	4170
3	2520	3780	4320
4	2620	3930	4470
5	2720	4080	4620

\*Does not include the Cafeteria Supervisor

Adopted: December 19, 1977

Effective: September 1, 1978



IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and their corporate seals to be placed hereon, all on the 13th day of November 1978.

By Alfred M. Riddle  
President

By Herald J. Tarentolo  
President

By Rudolph Stout  
Secretary

By RA Pizzetti  
Secretary

(seal)

(seal)