

*Contract no. 1012*

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS  
JUN 3 0 1992  
RUTGERS UNIVERSITY

AGREEMENT

BETWEEN

THE EAST ORANGE SERVICE BUILDING EMPLOYEES' ASSOCIATION

AND

THE EAST ORANGE BOARD OF EDUCATION

FOR

THE

CONTRACT YEAR

1988-90



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P R E A M B L E

THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS 28TH DAY OF OCTOBER, 1988, BY AND BETWEEN THE BOARD OF EDUCATION OF THE TOWN OF EAST ORANGE, IN THE COUNTY OF ESSEX, A BODY CORPORATE HEREINAFTER CALLED THE "BOARD", AND THE EAST ORANGE SERVICE BUILDING EMPLOYEES' ASSOCIATION, HEREINAFTER CALLED THE "ASSOCIATION", WITNESSETH:

WHEREAS, THE BOARD AND THE ASSOCIATION DESIRE AND INTEND TO NEGOTIATE IN GOOD FAITH THE TERMS AND CONDITIONS OF EMPLOYMENT EXISTING BETWEEN THE BOARD AND THE REPRESENTATIVES OF THE ASSOCIATION, AS REQUIRED BY THE LAWS OF THE STATE OF NEW JERSEY, PARTICULARLY CHAPTER 123, PUBLIC LAWS 1974; AND

WHEREAS, BOTH PARTIES HAVE AGREED TO COMPLY WITH ALL OF THE TERMS, CONDITIONS AND COVENANTS CONTAINED IN THIS AGREEMENT:

NOW, THEREFORE, IN CONSIDERATION OF THE FULL AND FAITHFUL PERFORMANCE BY EACH OF THE PARTIES HERETO ALL OF THE TERMS, CONDITIONS, AND COVENANTS HEREIN CONTAINED, IT IS HEREBY AGREE AND UNDERSTOOD BETWEEN THE BOARD AND THE ASSOCIATION, AS FOLLOWS:

ARTICLE I - PRINCIPLES

1. This Agreement is negotiated in order to establish for its term the terms and conditions of employment of all members of the staff employed in the Service Building.

2. Despite reference herein to the Board or Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional or lay, whether or not a member. Each party will provide to the other, upon request, satisfactory evidence (such as official minutes or certificate of resolution) of authority to act.

3. The provisions of this Agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Nothing in this Agreement which changes preexisting policy, rules or regulations of the parties will operate retroactively unless expressly so stated.

#### ARTICLE II - RECOGNITION

1. The Board agrees to and hereby does recognize the Association as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all employees in the Association.

2. Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer specifically to those employees identified in the negotiating unit defined previously.

#### ARTICLE III - NEGOTIATION PROCEDURE

The parties agree to enter into collective negotiations in good faith, in accordance with Chapter 123, Public Laws 1974. Such negotiations shall begin not later than December 15th.

During negotiations the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. Copies of the budget shall be made available by the Board when completed.

Neither party in any negotiations shall exercise any control over, nor interfere with, selection of any negotiating representatives of the other party.

All meetings between the parties shall be regularly scheduled at a time mutually convenient. No such meetings shall be held during the working hours of a regular school day. No compensation shall be paid by the Board to the Association or any of its representatives in connection with such negotiations.

Should a mutually acceptable amendment to this Agreement be agreed upon, the same shall be reduced to writing and signed by the legally authorized representatives of the Board and of the Association.

## ARTICLE IV - GRIEVANCE PROCEDURE

### DEFINITIONS

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

An "aggrieved person" is the person or persons making the claim,  
The "parties of the grievance" are:

The person or persons making the grievance

The person or persons representing the aggrieved individual or individuals

The person or persons to whom the grievance applies

The person or persons who are representing the individual or individuals against whom the grievance is presented.

### PURPOSE

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

### PROCEDURE

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

Grievances which have not been resolved before the end of the school year should be resolved as quickly as possible, and time limits may therefore be reduced or waived by mutual consent.

A grievance shall be deemed waived unless it is submitted within seventy-five (75) calendar days after the aggrieved party knew or should have known of the events or conditions on which it is based.

### LEVEL ONE

An employee submitting a grievance shall first discuss it with his/her subordinate administrator, either directly or through the Association's designated representative, with the objective of resolving the matter informally. If the person or persons to whom the grievance applies is an

administrator above the Principal level, the employee should discuss the grievance with such administrator.

#### LEVEL TWO

If the aggrieved person or persons is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he/she may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the PR&R Committee) 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 Chairman of the PR&R Committee shall refer it to the Superintendent or his/her designee.

#### LEVEL THREE

If the grievance has not been resolved at Level Two, or within ten (10) school days after such grievance was delivered to the Supt. or his/her designee, the aggrieved person or persons may within five (5) school days thereafter request in writing that the Chairman of the PR&R Committee submit his/her grievance to the Board of Education. If the grievance is not settled at Level Three within twenty (20) school days thereafter, the matter may be referred by either party in the form of a written request to the American Arbitration Association (AAA). AAA shall submit a list of ten (10) names to the parties, and if agreement cannot be reached on an arbitrator, a second list shall be obtained. If agreement is not reached on the second list, AAA shall appoint an arbitrator for the parties.

The decision of the arbitrator shall be advisory in nature. Costs of arbitration shall be borne equally by both parties.

Time limits at any level of procedure may be waived by mutual consent.

#### MISCELLANEOUS

All meetings and hearings under this grievance procedure shall not be conducted in public and shall include only such parties in interest, including witnesses, if any, and their designated or selected representatives, as herein previously referred to. All parties to this Agreement do hereby solemnly covenant and agree to observe any grievance procedure as confidential.

## ARTICLE V - EMPLOYEE RIGHTS

Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every eligible employee of the Board shall have the right to organize, join and support the Association for the purpose of engaging in collective negotiations.

The terms "eligible employees" or "eligible employee" herein shall mean those persons covered by this Agreement.

There shall be no discrimination, interference, restraint, or coercion by the Board or of its agents or representatives against any eligible employee because of his/her membership in the Association or because of any lawful activities by such employee on behalf of the Association; and the Association, its members and its agents shall not discriminate against, interfere with, restrain, or coerce any employees who are not members of the Association; it shall not solicit membership in the Association, or payment of dues during working hours.

Eligible employees have the right to expect to be informed about matters which could affect their employment.

No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such insignia, however, shall be of reasonable size and shall not only identification of membership.

## ARTICLE VI - ASSOCIATION RIGHTS AND PRIVILEGES

Representatives of the Association, the New Jersey Education Association, and the National Education Association may transact official Association business at all reasonable times in the Service Building, without interfering with or interrupting normal operations. The Superintendent or his/her designee shall be given reasonable notice in advance of the time and place of all said meetings. No meeting shall be held without prior approval of the Superintendent or his/her designee, which approval shall not be unreasonably withheld.

The Board shall provide at the Service Building, a bulletin board to be exclusively used for official Association business.

The Association shall have the right to use the inter-school mail facilities and school mail boxes.

ARTICLE VII - SALARY AND HOURS OF WORK

1. The following salary guides should be in effect for the period July 1, 1988 to June 30, 1990.

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S A L A R Y G U I D E S

M A I N T E N A N C E E M P L O Y E E S

<u>1988-89</u>		<u>1989-90</u>
\$ 21,570	—————>	\$ 23,645
22,110		24,185
22,650		24,725
23,190		25,265
23,730		25,805
24,270	—————>	26,345
24,810		26,895
25,360		27,435
25,900		27,935
26,400		28,595
27,060		29,205
27,670	—————>	29,845
28,310	—————>	



All persons represented by the Association shall be eligible for and shall be paid longevity of 3 1/2 per cent after twenty (20) years of service.

2. The regular work week shall be Monday through Friday, forty (40) hours per week including duty free lunch period of one-half (1/2) hour per day. Hours to be 8:00 a.m. to 4:00 p.m. Each paid holiday or paid absence shall be credited as regular hours for purposes of overtime rate. All hours over Basic hours in any week shall be paid at the rate of one and one-half (1 1/2) Basic hourly rate.

3. The hourly rate will be determined by dividing 2,080 hours into the annual salary, effective July 1, 1981. No one will be called for overtime without a guarantee of three hours work or compensation.

4. All members of the bargaining unit designated as "Heads" shall be paid a stipend of \$1500.

5. Employees who provide verification of prior work experience within sixty (60) days of appointment shall be entitled to credit for said experience on the salary guide up to a maximum of six (6) years.

#### ARTICLE VIII TRANSFER AND REASSIGNMENT

1. An employee desiring transfer to another assignment shall make his/her request in writing to the immediate supervisor. Consideration shall be given to the individuals requesting transfer when positions become available. Competency will govern all assignments.

2. Whenever possible, transfers shall be made on a voluntary basis.

3. The Superintendent or his/her designee shall discuss the transfer with the employee and/or his/her representative and shall make the final assignment in writing.

#### ARTICLE IX - VACANCIES AND NEW POSITIONS

1. Notice of all vacancies of employment covered by this contract shall be posted in the Service Building.

2. The notice shall be posted for ten (10) work days and employees interested therein must submit a written application to the proper administrator within the aforementioned ten (10) work day posting period to be considered for the vacancy or new position. The notice shall state the name of the job and a short description of the same, and shall be posted in the Service Building.

3. All applicants for a vacancy or a new position shall be given consideration and will be given a reply to their application.

ARTICLE X - ATTENDANCE INCENTIVE PROGRAM

The Board will implement an Attendance Incentive Program which will provide for a payment of \$100 for those employees who have perfect attendance (no sick and/or personal days used) and a payment of \$75 for those employees who use no more than one day (sick and/or personal). Excluded from this program are absences for jury duty, death in the family, military reserve training and Board approved professional leaves.

ARTICLE XI - SICK LEAVE

1. Sick leave is hereby defined to mean absence from duty of any employee because of personal disability due to illness or injury, or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his/her immediate household.

2. All employees shall be allowed sick leave with full pay in accordance with the following schedule. Sick leave may be accumulated without limit.

ALLOWANCE FOR PERSONAL ILLNESS

<u>TOTAL YEARS OF SERVICE</u>	<u>DAYS ALLOWED FOR ILLNESS</u>
1 year through 10 years	12 days
10 years or more	15 days

3. Employees absent must file a statement certifying the medical cause for such absence. Where the period of absence exceeds five (5) days, a doctor's medical report must be filed. The Board reserves the right to request a medical certificate for each day's absence.

4. Any person who must leave his/her duties because of personal illness after reporting for duty will be paid for that day.

ARTICLE XII - EXCUSED ABSENCES

DEATH IN FAMILY

In case of death of the father, mother, husband, wife, child, grandchild, sister, brother, mother-in-law, or father-in-law of any employee, such employee will be excused for a period of up to five (5) consecutive

days to attend the funeral of such deceased kin.

In case of death of the grandparent, daughter-in-law, son-in-law, sister-in-law, or brother-in-law of any employee, such employee will be excused for a period of up to three (3) consecutive days to attend the funeral of such deceased kin.

One day's absence will be allowed to attend the funeral of an uncle, aunt, nephew, niece, or cousin.

#### EXCUSED ABSENCES FOR PERSONAL REASONS

If for personal reasons, or for religious observance, a day's absence is necessary, an employee may be excused from his/her duties upon notice to the administrator concerned, subject to operational needs and considerations. Notice should be submitted at least two (2) days before the requested absences unless an unanticipated emergency occurs which precludes such notice.

"Personal reasons" as herein defined is an emergency or the performance of a duty that cannot be done on out-of-school time. In all cases where an employee requests an excused absence for urgent personal reasons, a slip must be filed with the Personnel Department.

For personal reasons which are considered by an employee to be of such a nature as to be extremely confidential, the slip may be marked "personal reasons - confidential", and such slip will be forwarded directly to the Personnel Department.

Employees will be paid for a period not exceeding two (2) days for excused absences during any school year.

Personal leave with pay shall not be permitted during the first two weeks of school, the last two weeks of school nor on the day immediately preceding or following a holiday or vacation period.

#### MILITARY LEAVE

Absence for military reserve training, during the contractual period of employment, not exceeding two (2) weeks, shall be allowed with full pay.

Employees required to report to the Draft Board shall be allowed one (1) day's absence only for such purpose, with full pay.

#### ABSENCE FOR JURY DUTY

There shall be no salary deductions for an employee of the Board if that employee is absent due to service on a Grand or Petit Jury.

## LEAVE OF ABSENCE

Other leaves of absence, without pay or benefits, may be granted by the Board for good reasons.

All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall recommence upon his/her return, and he/she shall be assigned, whenever possible, to the same position which he/she held at the time said leave commenced.

All extensions or renewals of leaves shall be applied for in writing.

## ARTICLE XIII - EMPLOYEE IMPROVEMENT

1. In an attempt to provide the most efficient and economical work force possible, the Board agrees:

A. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, training sessions, or other such sessions required by the administration and approved by the Board. Said employee shall also be compensated for all time spent in actual attendance at said sessions.

B. These courses shall also include any areas of the trades which will enhance the employees' ability to perform on the job within the system.

## ARTICLE XIV - INSURANCE PROTECTION

1. As follows:

A. The Board shall continue the same insurance contract for all employees as in effect for the 1983-84 school year. The Board shall contribute 100% of the Group Health Insurance premium for the individual or family plan for Blue Cross, Blue Shield, Rider "J", and Major Medical, or equivalent coverage.

2. The Board will provide prescription insurance with \$3 co-pay, contraceptives, and dependents to age 23, effective July 1, 1986.

## ARTICLE XV - VACATIONS

1. Each employee shall be entitled to vacation, with pay, at the annual rate of pay such employees are receiving at the time such vacation is actually taken. The length of the vacation period is as follows:

LENGTH OF UNINTERRUPTED  
SERVICE TO JULY 1ST

0 to 1 year

1 year through 7 years

8 years through 15 years

16 years or more

VACATION TIME

1 day per month,  
maximum of 10 working  
days

10 days

15 days

20 days

ARTICLE XVI - HOLIDAYS

1. Each employee shall be entitled to the specific holidays outlined below:

Independence Day

Labor Day

Thanksgiving Recess

Christmas Recess

Washington's Birthday

Good Friday

Memorial Day

2. If a holiday falls during an employee's vacation period, the employee shall receive an extra day off.

ARTICLE XVII - DEDUCTION FROM SALARY

1. Payroll deductions will be made for employee organizational dues, upon written authorization by the employee, in accordance with the Rules and Regulations of the State Department of Education.

ARTICLE XVIII - PRINTING OF AGREEMENT

1. Copies of this Agreement shall be printed at the expense of the Board within a reasonable time.

ARTICLE XIX - CLOTHING

1. The Board will provide winter outer clothing including rain gear with hood and boots. Not more than one (1) set of clothing will be provided every three (3) years. Said clothing will be the property of the Board and must be returned upon termination of employment.

2. The Board agrees to provide one (1) pair of safety shoes per year per person.

3. The Board agrees to provide seven (7) sets of uniforms per year for each employee, and it shall be the responsibility of the employee to clean such uniforms. Three sets are to be delivered within ninety (90) days of ratification.

ARTICLE XX TOOLS

1. The Board will provide necessary working tools as specified by the Supervisor of Maintenance and the employee.

ARTICLE XXI - EMPLOYEE EVALUATION

1. All employees shall be evaluated at least once a year. A satisfactory evaluation shall be a pre-requisite for granting salary increases.

ARTICLE XXII - DURATION

1. The provisions of this Agreement shall be effective July 1, 1988 and shall remain in full force and effect until June 30, 1990, subject to the right of the Board and the Association to negotiate for a modification of this Agreement as provided in Article III of said Agreement.

EAST ORANGE SERVICE BUILDING  
EMPLOYEES' ASSOCIATION

John Young  
President

NEGOTIATING TEAM

Lester Scott

Eng Wah

EAST ORANGE BOARD  
OF EDUCATION

Raymond Goode, III  
President

Victor Demming  
Secretary

NEGOTIATING TEAM

Edward McCrae

Jimmy Small

Kenneth D. King  
Negotiator

October 28, 1988  
DATE