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NOT CIRCULATE

COLLECTIVE NEGOTIATION AGREEMENT



BETWEEN

THE DUMONT BOARD OF EDUCATION

AND

THE DUMONT CUSTODIAL ASSOCIATION

JULY 1, 1977 - JUNE 30, 1979

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Collective Negotiation Agreement

Between
The Dumont Board of Education
and
The Dumont Custodial Association

July 1, 1977 to June 30, 1979

Preamble

This agreement is entered into in order to comply with and conform to the New Jersey Employer-Employee Relations Act as amended by Chapter 123 Public Laws of 1975 by and between the Board of Education and the Dumont Custodial Association. The purpose of this agreement is to establish an orderly procedure for negotiations between the Board of Education and custodial/maintenance personnel, leading to agreements on terms and conditions of employment.

ARTICLE I

Recognition

The Board of Education recognizes the Dumont Custodial Association as the exclusive negotiating representative for the following custodial personnel: custodian, maintenance, and head custodian.

The following employees are specifically excluded from the provisions of this agreement:

Director of Buildings and Grounds
Supervisor of Custodial Personnel
Inventory Control Clerk
Part-time and per diem employees
Secretary to the Director of Buildings & Grounds

2. It is further understood that the other party may, if it wishes, issue a counter-statement of its position in a joint release to public news media under the same terms as noted above.
 3. Any release to public news media must contain:
 - a. The name of the organization issuing the statement.
 - b. The name of a responsible officer (preferably the chairperson of the group committee) of such organization.
 4. It is also agreed that a joint release will be issued in the event that an unauthorized statement is issued to public news media.
- h. The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, except by mutual consent. Further, in the event meetings are held and no agreement is reached between the parties amending the agreement, then neither party shall be charged with having created an impasse.
 - i. The execution of this agreement by the parties hereto shall take place after ratification of the provisions herein by the Association and by the Board at its next regular or special meetings following the ratification by the Association.

ARTICLE III

Applicable Law

- A. It is expressly understood that this procedure shall be binding upon the Board of Education only to the extent permitted by the Laws and Constitution of the State of New Jersey and of the United States of America and shall not impair the rights of any individual under Article I, Section 19, of the New Jersey State Constitution.
- B. It is understood by all parties that the Board on its own behalf and on behalf of the electors of the District hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law and the Constitution of the State of New Jersey and of the United States.

- b. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws of 1975 in a good-faith effort to reach agreement on all matters concerning the terms, and conditions of custodial 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 custodians, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- c. The starting date by PERC may be waived by mutual agreement of the parties in writing.
- d. The proposals of the Association presented on or before the deadline date of November 1 will represent all the proposals of the Association.
- e. During negotiations, the Board of Education and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals. Either party may utilize the services of professional and/or lay representatives to assist in the negotiations.
- f. In the event that the parties have not, prior to December 1, or a mutually agreed upon extension date, achieved a mutually satisfactory agreement, at the written request of either party, a copy of which written request will be delivered to the opposing party, the Division of Public Employment Relations may, pursuant to such request, join in negotiations to mediate a voluntary resolution of any impasse then existing. Should such mediation fail to resolve such impasse or impasses, the Division of Public Employment Relations may, pursuant to law, recommend or invoke fact finding as a recommendation for settlement. (any cost included shall be born equally by both parties)
- g. The parties understand that it is of paramount importance to the success of collective negotiations that the proceedings of the collective negotiations remain confidential and that the premature release to news media or public groups would be inimical to their mutual interest and to the public interest. The representatives agree to observe the following procedures, providing there has been good faith bargaining all the time.
 - 1. When either party within the joint committee intends to issue a statement to the public news media, the full committee shall be informed of the statement and its contents before release.

2. It is further understood that the other party may, if it wishes, issue a counter-statement of its position in a joint release to public news media under the same terms as noted above.
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ARTICLE IV

Grievance Procedure

A. Declaration of Policy:

1. In order to establish a more harmonious and cooperative relationship between the Board of Education and its non-certificated employees, it is hereby declared to be the purpose of these procedures to provide a means for the settlement of differences between these employees and the Board of Education, and to assure equitable and proper treatment of such employees pursuant to established rules, regulations, and policies of the school district and the Board of Education.
2. The Dumont Board of Education further agrees to abide by the procedures hereunder stated, provided these procedures do not contravene any statutory right of duty of said Board.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise affecting the welfare of working conditions of staff members. Both parties agree that these proceedings shall be kept informal and confidential as may be appropriate at any level of the procedure.

C. Definition

1. Grievance shall mean any alleged violation, misinterpretation, or inequitable application of any existing law, rule, regulation, or policy which relates to or involves the employee in the exercise of duties assigned to him.
2. Days shall mean calendar days except weekends and school holidays. It is understood that during the summer months any change in grievance procedure shall be by mutual agreement of the parties in interest.
3. Party in interest shall mean the person or persons making the claim, including their designated representatives as provided herein, and any persons or person who might be required to take action or against whom action might be taken in order to resolve the problem.
4. The Association shall mean the recognized Employee Organization by Board Action.

D. Time Limits

1. The number of days indicated at each step shall be considered as a maximum. In specific instances, steps in the grievance procedure may be merged by the mutual consent of both parties. The time limits specified may, however, be extended by written agreement of the parties in interest.
2. If the aggrieved does not file a grievance in writing within thirty (30) days after s/he knew of the act of conditions on which the grievance is based, then the grievance shall be considered waived.
3. Failure by the aggrieved at any level to appeal a grievance to the next level within the specified time limits shall be deemed to be acceptance of the decision rendered at that level.
4. Before instituting the formal mechanics of the grievance procedure, the aggrieved shall notify the other party of his intent.

E. Procedure

1. Level One

Any employee who has a grievance shall discuss it with his immediate superior in an attempt to resolve the matter informally at that level.

2. Level Two

If, as a result of the discussion in Level One, the matter is not resolved to the satisfaction of the employee within five (5) school days after presentation of the grievance in Level One, s/he shall set forth his complaint in writing to the next higher official, in accordance with the table of organization attached, with copies to the Superintendent of Schools and the Chairperson of the Grievance Committee of the recognized non-certificated employee organization. The next higher official shall communicate his/her decision to the employee, the Superintendent of Schools, and the Chairperson of the Grievance Committee of the Association within three school days of receipt of the written complaint.

3. Level Three

If the decision made at Level Two does not satisfy the employee s/he may file an appeal within three (3) school days after receipt of the decision to the Superintendent of Schools or his/her designated representative. The appeal to the Superintendent or his/her designated representative must be made in writing and must set forth the grounds upon which the grievance is based. Reports and records of previous action shall be made available to the Superintendent or his/her designated representative. Resolution of the matter is to be made within a period not to exceed five (5) school days after receipt of the appeal. The Superintendent or his/her designated representative, at this time, shall communicate his/her decision in writing, along with supporting reasons, to the aggrieved, the chairperson of the Grievance Committee of the Association and the appropriate individuals involved in Level One and Level Two.

4. Level Four

If the grievance is not settled to the satisfaction of the employee after reaching the Superintendent of Schools or his/her designated representative, the matter may be referred to the Grievance Committee of the Association for consideration. This referral for consideration must be made within three (3) school days. This Committee shall make a determination as soon as possible, but within a period not to exceed five (5) school days after referral, notifying the employee in writing of this determination.

If the Grievance Committee of the Association determines that the grievance has or may have merit, it shall recommend that the grievance be heard by the Board of Education. If the Grievance Committee determines that the grievance is without merit, the employee shall retain the right to appeal in writing to the Board of Education. The request in either case shall be submitted in writing within three (3) school days, through the Superintendent of Schools or his/her designated representative who shall attach all related papers and forward the request to the Board of Education. The Board of Education shall review the grievance, hold a hearing with the employee if requested, and render a decision in writing within thirty (30) calendar days.

5. Level Five

Any grievance supported by the Grievance Committee and not resolved to the satisfaction of the employee, or party of interest, after review by the Board of Education may at the written request of the Grievance Committee be submitted to advisory arbitration.

Within ten (10) days of written notice of submission to advisory arbitration, the Board of Education and the Grievance Committee of the Association will each name one advisor. A third member, who shall be chairperson, shall be named by the first two.

The advisory arbitrators so selected shall confer with representatives of the Board of Education, and the Grievance Committee of the Association and hold hearings promptly. They shall issue their decision not later than ten (10) days from the date of the closing of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to them. The advisory arbitrators' decision shall be in writing and shall set forth the findings of fact, reasonings and conclusions on the issues submitted. The arbitrators shall be without power or authority to make any decision which requires the commission of an act, prohibited by law or which violates the terms of this Agreement. The decision of the arbitrators shall be submitted to the Board of Education, and the Grievance Committee, or the party of interest and shall be advisory only, and no judgement may be entered thereon.

The costs for the services of an arbitrator including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the Board of Education and the Association, or the party in interest.

- a. A method by review is prescribed by law or state board rule having the force and effect of law, or any regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action of the Board alone.
- b. A complaint of a custodial employee that arises by reason of his/her not being re-employed.
- c. A complaint by any custodial/maintenance employee occasioned by appointment to, or lack of appointment to, retention in, or lack of retention in any position for which tenure is either not possible or not required.

ARTICLE V

Custodial Rights

Pursuant to Chapter 123, Public Laws of New Jersey, 1975; the Board of Education hereby agrees that every custodial employee of the Board shall have the right to organize, join and engage in collective negotiation and other concerted and lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of New Jersey, the Board of Education undertakes and agrees that it will not directly or indirectly discourage or deprive or coerce any custodial employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of New Jersey, or other New Jersey applicable laws; that it shall not discriminate against any custodial employee with respect to terms and conditions of employment by reason of his/her membership in the Association, his/her participation in any legal activities of the Association, or his/her institution of any grievance with respect to any terms of conditions of employment.

ARTICLE VI

Management Rights Clause

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations to:

- A. direct employees of the school district
- B. to hire, promote, transfer, assign, and retain employees in positions in the school district and to suspend, demote, discharge, or take other disciplinary action against employees.

- C. to relieve employees from duty because of lack of work or for other legitimate reasons.
- D. to maintain efficiency of the school district operations entrusted to them.
- E. to determine the methods, means, and personnel by which such operations are to be conducted.
- F. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE VII

Board Policies

Matters related to the following shall be in accordance with Board policy as adopted at the effective date of this agreement:

- Recruitment, Selection, and Appointment
- Assignment and Transfer
- *Vacancies and Promotions
- Evaluation of Performance
- Custodial Responsibilities
- Sick Leave
- Extended Sick Leave
- Personal Leave
- Bereavement
- Leave of Absence
- Maternity Leave
- Performance of Legal Responsibilities
- Military Leave

*Personnel may move from one position title to another higher paying title with a ninety (90) day probationary period attached. During this probationary period no salary increase, if forthcoming,, shall be paid until the ninety-first (91) day in the new position, at which time, the increase in salary shall be retro-active to the first day in the new position.

ARTICLE VIII

Health Benefits

The Board agrees to provide without cost to the employee, the following:

- A. The Public and School Employee Health Benefits Program administered through the New Jersey Division of Pensions or its equivalent under individual or family plan, whichever is applicable to the employer.

Carrier will be chosen by the Board.

- B. Any change in benefits to teacher personnel will include custodial personnel.

ARTICLE IX

Work-Schedule, Vacations, and Holidays

A. Work Year

1. Twelve (12) month employees:
 - a. The work year is from July 1 through June 30.
2. Ten (10) month employees:
 - a. The work year is from September 1 through June 30.

B. Work Week

1. The work week for custodial employees, excluding head custodians, shall consist of five eight-hour work shifts a week totaling forty (40) hours. Hours worked in excess of eight (8) per day or forty (40) per week shall be paid at the overtime rate.
2. Excess hours (overtime) shall be paid when more than eight (8) hours are worked in a single twenty-four (24) hour period. The overtime hours worked shall be paid at the hourly rate time one and one-half (1½).

3. The normal work week shall be defined as starting at 12:01 a.m. Sunday and terminating 11:59 p.m. Saturday. The hourly rate shall be computed by dividing the annual salary by 2080.

C. Vacations

1. Vacation Allotment - Vacation is an earned benefit based on continuous years of service as follows:

Less than one (1) complete year - one day per month worked (maximum of ten) with employment commencing prior to February 1.

After one year through the fifth year - two weeks

Beginning with the sixth year through the tenth year - 3 weeks

The vacation period will be 3 weeks plus one additional day for each year beyond the tenth year up to a maximum of 4 weeks to be reached at the 15th year of employment.

After the 15th year - 4 weeks vacation.

2. Vacation will be taken during July and August. Exceptions to this policy may be made with consent of the Director of Buildings and Grounds and the consent of the Superintendent of Schools.
3. If a legal holiday falls during an employee's vacation period, the employee shall have an extra day off.
4. Vacation schedules should be arranged with the Director of Buildings and Grounds and forwarded to the Office of the Superintendent of Schools, for approval, no later than May 1.
5. Vacation days cannot be accrued beyond July 1 following the work year in which they were earned.

D. Holidays

The list of paid holidays to which each custodian is entitled, for the contract period July 1 through June 30 is as follows:

1. Independence Day Full
2. Labor Day Full
3. Columbus Day Full
4. Election Day (Presidential Only) . . Full
5. Veterans Day Full
6. Thanksgiving Day Full
7. Christmas Eve ½ Day
8. Christmas Day Full
9. New Year's Eve ½ Day
10. New Year's Day Full
11. Presidents' Holiday Full
12. Good Friday Full
13. Memorial Day Full
- *14. Friday after Thanksgiving Full

*Only when Thanksgiving Day Football game is played away from home. The Director of Buildings and Grounds will select members of the Custodial Staff to work until completion of the field, lockers, and any other area related to the preceding day's game is ready for normal use.

ARTICLE X

Withholding of Increments

It shall be clearly understood by all custodial employees that negotiated salary schedules or individual contracts do not guarantee an automatic salary increase. The Board reserves the right to withhold for inefficiency or good cause, any and all employment adjustment and merit increments. In the event the Board wishes to exercise such a right, it does hereby agree to follow this procedure:

1. Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the employee to be so deprived shall be put on notice of this recommendation.
2. Arrangements shall be made to afford said employee a reasonable opportunity to speak in his/her own behalf before the Board. Such a meeting before the Board shall not constitute a plenary hearing.
3. The Board will not take necessary formal action until a date subsequent to the above meeting.
4. If the resultant action of the Board is to withhold an increment, it shall, within 10 days, give written notice of such action, together with the reasons therefore, to the employee concerned.

ARTICLE XI

Compensation

- A. The salaries of custodial personnel covered by this agreement shall be the existing salaries plus a maximum increment as noted below:

	<u>1977 - 1978</u>	<u>1978 - 1979</u>
12 month employee -	\$650.00	<u>\$625.00</u>
10 month employee -	542.00	520.00

- B. February 1 shall be the cut off date for a full increase in salary. After contract time designates less than a complete six months of work the salary increase will be halved.

ARTICLE XII

Miscellaneous Provisions

- A. This agreement shall go into effect on July 1, 1977 and shall expire on June 30, 1979. It shall be re-negotiated prior to its expiry by use of the negotiation procedures provided in this agreement.
- B. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in force and effect.

ARTICLE XIII

Duration of Agreement

This agreement shall be effective as of July 1, 1977 and shall continue in effect until June 30, 1979. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

DUMONT BOARD OF EDUCATION

Peter P. Ascione

President
Peter P. Ascione

Eugene M. Fechter

Chairman, Negotiating Committee
Eugene M. Fechter

DUMONT CUSTODIAL ASSOCIATION

Gerald Frappier

President
Gerald Frappier

Gerald Frappier

Chairman, Negotiating Committee
Gerald Frappier

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