

MASTER AGREEMENT

ROSELAND BOARD OF EDUCATION

and

ROSELAND SCHOOL CUSTODIANS

July 1, 1981

to

June 30, 1983

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Labor Relations

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RUTGERS UNIVERSITY

PREAMBLE

This Agreement, effective July 1, 1981, is made and between the Roseland Board of Education (hereinafter the "Board"), with its principal office in the Borough of Roseland, County of Essex and State of New Jersey, and the Roseland School Custodians (hereinafter the "Custodians") of the Borough of Roseland, County of Essex and State of New Jersey.

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

ARTICLE I REPRESENTATION AND RECOGNITION

1.1 The Custodians are hereby recognized by the Board as the exclusive bargaining representative of all employees in the said bargaining unit.

ARTICLE II NEGOTIATION PROCEDURE

2.1 The parties agree to enter into collective negotiations in good faith in accordance with Chapter 123, Public Law 1974 of the State of New Jersey.

2.2 Negotiations shall be conducted by representatives appointed by either side and neither party shall exercise any control over nor interfere with the selection of any negotiating representative of the other party. Each party may enlist the aid of a consultant or consultants or change the make-up of the negotiating committee at any time but not without giving the other party at least forty-eight (48) hours notice of the change prior to the next succeeding negotiating session.

2.3 The parties agree that during the period of negotiations and prior to reaching an agreement, the proceedings of the negotiations shall remain confidential and releases to any public group shall be made only as agreed upon jointly.

2.4 Tentative agreements reached as a result of negotiations will be reduced to writing and will have conditional approval of both parties. The final agreement will be signed by the Board and the Custodians.

ARTICLE III GRIEVANCE PROCEDURE

3.1 A "grievance" shall mean a complaint by a person or persons covered by this Agreement, relating to the application of or interpretation of any of the provisions of this Agreement, except the following shall not be the basis of any grievance:

- A. The method of review as prescribed by law.
- B. Any matter where the Board is without authority to act.
- C. The Board's right to hire, re-employ or terminate the services of any prospective or existing custodian, or transfer, promote or demote any such custodian within the district.

3.2 In matters not subject to the grievance procedure individual employees shall have the right to a hearing with the Board. The Board's decisions under this provision are not subject to the grievance procedure. A "grievant" is the person or persons making the claim under this Agreement.

3.3 A "party in interest" is:

- A. The person or persons making the grievance:
- B. The person or persons representing the aggrieved individual or individuals:
- C. The person or persons to whom the grievance applies:
- D. The person or persons who are representing the individual or individuals against whom the grievance is presented.

PURPOSE

3.4 Good morale is maintained, as problems arise, by sincere efforts of all persons concerned, to work toward constructive solutions in an atmosphere of courtesy and cooperation. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which may arise from time to time. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3.5 Nothing contained herein will be construed as limiting the right of any custodian having a grievance to discuss the matter informally with any appropriate member of the administration and having the grievance adjusted, provided the adjustment is consistent with the terms of this Agreement.

TIME LIMITS AND PROCEDURES

3.6 Time limits and procedures for the processing of any grievance shall be as outlined in the Board's Personnel Policy #416 contained in the By-Laws and Policies Manual of the Roseland Board of Education.

ARTICLE IV EMPLOYEES RIGHTS AND PRIVILEGES

4.1 Regarding any matter which would adversely affect the continuation of a custodian in employment, position or salary, or any increment pertaining thereto, the custodian shall be given prior written notice of the reasons for such action and opportunity for a hearing before the action is final.

4.2 Nothing contained herein shall be construed to deny or to restrict any member of the bargaining unit from such rights as may exist under the laws of the State of New Jersey. The rights granted to employees hereunder shall be deemed to be in addition to those provided by law.

4.3 No member of the bargaining unit will be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without the Board complying with the laws of the State of New Jersey applicable thereto. Any such action by the Board, or by its authorized agent or representative, shall not be made public and shall not be subject to the grievance procedure provided herein.

4.4 The members of the bargaining unit shall have the right to use Board facilities for meetings at reasonable hours for purposes relating to business for the benefit of the bargaining unit, so long as the administrator of the building in question has been notified and has granted approval in advance.

ARTICLE V WORK HOURS

5.1 Each custodian is to work eight (8) hours per day (5) days per week. Head custodians will work from 7:00 a. m. to 4:00 p. m. Custodian in Harrison Avenue School will work from 8:00 a. m. to 5:00 p. m. Custodian in Noecker School will work from 2:00 p. m. to 10:00 p. m. These hours however may be flexible: i.e. 1:00 p. m. to 9:00 p. m., or otherwise depending upon activity in the building. Night custodian in Noecker School works eight (8) hours including dinner hour to compensate for night shift.

5.2 Work performed in excess of eight (8) hours in one day is to be paid at the rate of time and one-half. Work performed on Sunday and holidays is to be paid at the rate of double time. Building check is performed by each custodian in each building on alternate weekends at a remuneration of time and one-half for one hour.

ARTICLE VI COMPENSATION

6.1 1981-1982. Effective July 1, 1981 the 1980-1981 salary total shall be increased by 8.75%.

6.2 1982-1983. Effective July 1, 1982 the 1981-1982 salary total shall be increased by 9.0%.

ARTICLE VII VACATIONS

7.1 All custodians shall be eligible for a vacation according to the following:

A. For 1981-82:

Two weeks vacation (10 days) will be granted during each of the first five (5) years of employment. Thereafter one (1) additional day for each year of employment up to a maximum of twenty (20) days after ten (10) years of employment.

B. For 1982-83

After five (5) years of employment in the Roseland School system, three (3) weeks paid vaction. After ten (10) years of employment in

ARTICLE VII VACATION (cont'd)

the Roseland School system, four (4) weeks paid vacation.

Custodians must take one (1) week vacation consecutive or in days when school is closed for a holiday during the school year. One (1) week must be taken when school is closed for summer vacation. Additional accrued vacation time can be taken at the custodian's discretion providing three weeks notice for vacation is given to the school principal.

ARTICLE VIII HOLIDAYS

8.1 All custodians are entitled to (12) paid holidays each year except when Yom Kippur and Rosh Hashanah should fall on a school day then those days shall be additional holidays.

July 4th	Thanksgiving Day
Labor Day	Christmas Day
Rosh Hashanah	New Year's Day
Yom Kippur	Lincoln's Birthday
Columbus Day	Washington's Birthday
Election Day	Good Friday
Veteran's Day	Memorial Day

If any of the aforementioned holidays falls on a day when school is in session a lieu day will be granted in accordance with the school calendar.

ARTICLE IX INSURANCE

9.1 The Board agrees to provide health insurance coverage as detailed below.

9.2 The Board shall provide each employee with a clear description of the conditions and limits of coverage for all insurance applicable to the employee.

9.3 For the period covered by this Agreement the Board shall provide each employee Blue Cross/Blue Shield coverage as detailed in the group health insurance contract held with the New Jersey State Health Benefits Fund, including benefits received under Rider J and Major Medical, and 90% of the cost of full family coverage.

ARTICLE IX INSURANCE (cont'd)

9.4 For the period covered by this Agreement the Board shall provide each employee with dental insurance as detailed in the group plan held with New Jersey Dental Service Plan, and 100% of the cost for each qualified dependent.

ARTICLE X LEAVES OF ABSENCE

Sick Leave

10.1 "Sick Leave" is defined to mean the absence of any custodian when school is in session because of personal illness or injury.

10.2 Each custodian shall be entitled to twelve (12) days absence with pay per year. There shall be no limit to the number of unused sick days accumulated.

10.3 A doctor's note is required after an absence of three days or more.

Personal Leave Other Than Illness

10.4 This policy shall cover brief absences not chargeable to sick leave or for professional reasons directly beneficial to the school system. The provisions for leave at full pay stated below shall be for one year, and no unused days shall be accumulative for use in another year.

A. Death in the Immediate Family - An allowance of up to five days leave shall be granted. Immediate family shall be considered spouse, father, mother, child, grandchild, brother, sister or any member of the immediate household.

B. Personal Leaves of Short Duration - An allowance of up to a total of three days leave per year shall be granted by the Superintendent of Schools as need for leave is demonstrated. The protection is intended to provide leave for causes such as attendance at funerals other than immediate family and religious holidays.

C. Other Emergencies of Personal Nature - An allowance of up to a total of two days leave during a school year, with prior approval by the Superintendent of Schools.

Personal Leave Other Than Illness (cont'd)

D. Professional Leave - Superintendent of Schools may grant such leave, up to one day per instance, for worthwhile and job related conferences, seminars and courses.

ARTICLE XI OTHER BENEFITS

WORK CLOTHES

11.1 The Board shall furnish each custodian two uniforms and two pairs of work shoes each year.

11.2 Two sets of rain gear has been purchased for each building. Said gear is to remain the property of the Roseland Board of Education and shall be replaced as needed.

11.3 A winter jacket will be furnished each custodian in school year 1979-80 and every third year thereafter.

11.4 Two pairs of work gloves will be furnished each custodian, if needed, each year.

11.5 As needed, one pair of foul weather boots will be furnished each custodian every three years.

MILEAGE EXPENSE

11.6 Custodian will be paid fifteen cents (15¢) per mile for the use of their car in the performance of their duties.

ARTICLE XII EVALUATION

12.1 Custodians have the right to adequate and constructive supervision by the appropriate administrator.

12.2 Custodians must be punctual and responsible to their assignments throughout the year, and when they are not they are to be notified by their immediate supervisor.

12.3 Custodial performance shall be evaluated in the light of all evidence pertinent to the discharge of their responsibilities.

12.4 Evaluation procedure shall be as outlined in the Board's Personnel Policy #406 contained in the By-Laws and Policies Manual of the Roseland Board of Education.

ARTICLE X111

EFFECTIVE DATES AND DURATION

13.1 This Agreement shall become effective retroactively to July 1, 1981 and shall continue in effect through June 30, 1983.

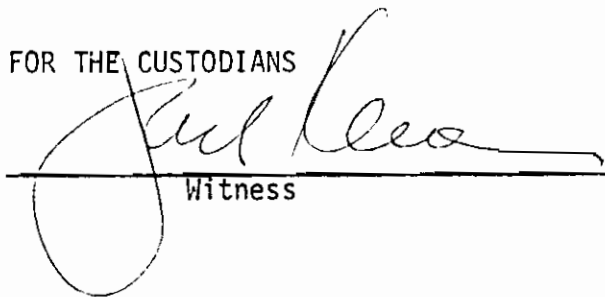
IN WITNESS WHEREOF the parties hereto have caused these presents to be signed by their duly authorized officers or representatives on the day and year first above written.

FOR THE BOARD:


Board Secretary


Board President

FOR THE CUSTODIANS


Witness


Representative