

Contract no. 707

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

MAY 6 1992

RUTGERS UNIVERSITY

AGREEMENT

BETWEEN

THE BOARD OF EDUCATION OF THE BOROUGH OF OAKLAND

AND

THE OAKLAND CUSTODIANS ASSOCIATION

FOR SCHOOL YEARS

1989-1990

1990-1991

1991-1992

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AGREEMENT

Made this day of , 1989 BY AND

BETWEEN

THE BOARD OF EDUCATION OF THE BOROUGH OF OAKLAND,
a body corporate and politic, hereinafter referred to as
"Board"

AND

THE OAKLAND CUSTODIANS ASSOCIATION,
hereinafter referred to as "Association."

W I T N E S S E T H:

WHEREAS, the parties herein have heretofore been
conducting negotiations concerning the terms and conditions of
employment of Association and Board and an agreement has been
reached between the parties.

NOW, THEREFORE, it is covenanted and agreed by and
between the parties as follows:--

ARTICLE I
RECOGNITION

The Board recognizes the Association as the exclusive negotiating agent for the purpose of collective negotiations on terms and conditions of employment on behalf of all full-time custodial and maintenance members in the district.

ARTICLE II
NEGOTIATIONS PROCEDURE

A. Not later than December first, the Board agrees to enter into negotiations with the Association over a successor agreement. The Board agrees to enter into the development of a tentative schedule of negotiations dates (not later than December 1).

B. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all parties.

C. Whenever members of the unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they shall suffer no loss in pay.

ARTICLE III
GRIEVANCE PROCEDURE

The Grievance Procedure shall be that as set forth in Schedule B, which is annexed hereto and made a part hereof.

ARTICLE IV

SALARIES AND WORKING HOURS

A. The salaries of full-time employees covered by this Agreement are set forth Schedule A of this Agreement.

B. All employees shall be hired on a twelve (12) month basis. The regular work week shall be forty (40) hours and the regular work day shall be eight (8) hours.

C. The Board will make every effort to provide the custodial staff, district-wide, with preference for overtime custodial coverage necessitated by absenteeism before other personnel are used. Part-time personnel will be used when scheduling permits a fluid and consistent operation. (In absence in excess of one day, permission is granted to permit the use of part-time help.) Scheduled weekly and week~~end~~-end building checks are excluded from this provision.

All hours over forty (40) hours in any week or over eight (8) hours in one (1) day shall be paid at the following rates:

Weekdays Time and one half
Saturdays Time and one half
Sundays Double time
Holidays Double time

D. Call Back - An employee who has worked his normal eight-hour day and is required to return for an assignment shall be guaranteed at least four (4) hours pay at the proper overtime rate.

E. Boiler License - If any custodian shall be the holder of a low pressure boiler license or equivalent, there shall be paid to him/her, in addition to the salary set forth in the salary guide, an additional sum of \$550.00 per annum in the school year 1989-1990; \$575.00 in the school year 1990-1991, and \$600.00 in the school year 1991-1992.

ARTICLE V

TERMS AND CONDITIONS OF EMPLOYMENT

A. All new employees shall complete a ninety (90) day satisfactory probationary period prior to admittance into the bargaining unit. All promoted employees shall complete a ninety (90) day satisfactory probationary period. In the event the probationary period is unsatisfactory, the employee will be returned to his/her previous placement on the salary guide.

B. All full-time employees covered by this Agreement shall be allowed up to thirteen (13) sick days per year. Unused sick days shall accumulate to be used for additional sick days in subsequent years. The number of sick leave days per year which shall be available to custodians who are employed after July 1st shall be prorated according to the number of months remaining in the school year times one (1) day per month, plus one day.

C. Employees eligible for actual certified age-service retirement or disability retirement under the Public Employees Retirement System or their survivors shall be reimbursed for unused sick leave days at a rate of \$60.00 per day for the school

year 1989-1990; \$65.00 per day for the school year 1990-1991, and \$70.00 per day for the school year 1991-1992 up to a maximum of 150 days.

This payment shall be paid within thirty (30) calendar days of the last day of employment, but the employee may at his/her option defer the payment to a specified date within one (1) calendar year of the actual retirement date.

D. Up to two (2) personal days per year shall be granted to all full-time custodians, provided, however, that these days shall not be taken before or after a holiday or school recess. No oral or written reason is required, but at least forty eight (48) hours advance notice shall be given to the appropriate building principal, except in the case of an emergency, which must be reported to the Superintendent. Any personal days not utilized during the school year may be redeemed at the end of the school year at the daily rate of \$60.00 for the school year 1989-1990; \$65.00 for the school year 1990-1991, and \$70.00 for the school year 1991-1992. Employees beginning their employment after January 1st shall receive one personal day for the remainder of the school year. Personal days are not cumulative.

E. Holidays - Custodial holidays are as set forth herein:

Independence Day

Christmas Day

Labor Day

New Year's Eve

Veterans' Day

New Year's Day

N.J.E.A. Convention	Washington's Birthday
Thanksgiving Day	Good Friday
Day After Thanksgiving	Memorial Day
Christmas Eve	2 Floating Holidays

If custodians are required to work on said holidays, they shall receive pay at the proper overtime rate. Employees shall be granted equal time off in the event said holidays occur on a Saturday or Sunday or in the event that said holidays occur at a time when school is open.

F. Vacations - All full-time custodial personnel with twelve (12) month contracts shall receive two (2) weeks' vacation with pay each year, after completing the first year, and three (3) weeks' vacation after serving five (5) years. One (1) day of prorated vacation will be granted (not to exceed ten (10) days) for each month employed if the position is terminated by Board action. This policy includes the following adjustments:

After 5 years of Service:	3 weeks vacation (15 days)
After 11 years of Service:	3 weeks vacation plus 2 days (17 days)
After 12 years of service:	3 weeks vacation plus 4 days (19 days)
After 13 years of service	4 weeks vacation (20 days)

G. Released time for official O.C.A. business may be granted to an O.C.A. officer or representative collectively up to a total of three (3) days in any school year and subject to approval by the Superintendent of Schools.

H. Tenure - Whenever any custodian has completed three (3) consecutive years of employment and has commenced his/her fourth year, said custodian shall attain tenure at the start of the fourth year.

I. Health Care Insurance - In addition to the salaries set forth in SCHEDULES A-1, A-2 AND A-3, the Board covenants and agrees to cover all full-time custodians only and their dependents only in either the New Jersey State Health Benefits Plan (Laws of 1964, Chapter 125) or other plan providing equal coverage, said plan to include hospitalization, medical-surgical coverage, Rider J and major medical coverage.

J. Dental Care Insurance - All full-time personnel and their eligible dependents shall be covered by a dental plan in accordance with the following provisions: The Board covenants and agrees to cover all full-time custodians only and their dependents only, in the Connecticut General Insurance Company Plan or a plan providing equal coverage. This plan includes Preventive Diagnostic 100%; Basic benefits at 80% of UCR; Major restoration and prosthodontic 50% of UCR (maximum yearly benefits of \$1,000); Orthodontic 50% (maximum \$1,200 - child only).

K. Prescription Drug Plan - A \$1.00 co-pay prescription drug plan shall be implemented for all full-time custodians and their dependents only.

L. Mileage Allowance - The following shall be the schedule of mileage allowances for approved use of employee owned vehicles:

Reimbursement for mileage will be at the official IRS rate per mile in effect on July 1 of each year. Trucks and vans will be reimbursed an additional \$.05 per mile over the IRS rate.

M. Uniforms and Equipment -

- 1) All personnel shall be provided with four sets of uniforms per fiscal year.
- 2) An annual allowance for work shoes of up to \$100.00, supported by a paid receipt, will be provided each full-time custodian.
- 3) The State Boiler License fee for all employees possessing a license will be reimbursed by the Board, supported by a paid receipt.
- 4) Two sets of rain gear/foul weather gear will be provided at each school.
- 5) Outside jackets shall be provided to head custodians, maintenance persons and ground persons up to a maximum of \$100.00.
- 6) Safety equipment will be furnished as requested, subject to approval of administrative staff.

ARTICLE VI

MANAGEMENT'S RIGHTS

Except as limited by existing law and the terms of this Agreement, the Board reserves to itself sole jurisdiction and authority:

- A. To 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, and
- F. To take whatever action may be necessary to carry out the duties, responsibilities and goals of the school district.

ARTICLE VII

FULLY BARGAINED CLAUSE

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE VIII

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 IX

NONWAIVER

The failure of either party to exercise any right it may have shall not constitute a waiver of that right.

ARTICLE X

INITIAL SALARY PLACEMENT

Initial placement on the salary guide shall be non-negotiable and shall be determined by the Board and the new employee and/or promoted employee.

ARTICLE XI

DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 1989, and shall continue in full force and effect through June 30, 1992.

ARTICLE XII

SALARY GUIDES

Salary guides are set forth in Schedule A-1 for the 1989-1990 school year, Schedule A-2 for the 1990-1991 school year,

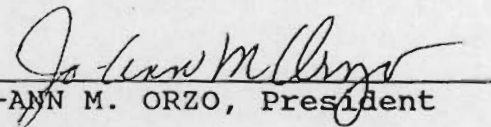
and Schedule A-3 for the 1991-1992 school year, which are attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

ATTEST:

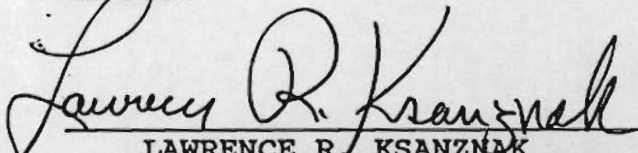
THE BOARD OF EDUCATION OF THE
BOROUGH OF OAKLAND

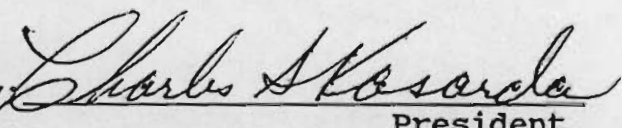

FRANK BUONO, Board Secretary

By: 
JO-ANN M. ORZO, President

ATTEST:

OAKLAND CUSTODIANS ASSOCIATION


LAWRENCE R. KSANZNAK
Superintendent of Schools

By: 
President

Dated: 10/4, 1989

Dated: 10/4, 1989

OAKLAND PUBLIC SCHOOLS
OAKLAND, NEW JERSEY

CUSTODIAL SALARY GUIDE 1989/90

<u>Step</u>	<u>Custodian</u>	<u>Head Custodian</u>
1	\$17,718.	\$19,719.
2	18,061.	20,104.
3	18,410.	20,496.
4	18,767.	20,895.
5	19,130.	21,303.
6	19,500.	21,718.
7	19,877.	22,142.
8	20,262.	22,573.
9	20,654.	23,014.
10	21,053.	23,462.
11	21,461.	23,920.
12	21,876.	24,386.
13	22,299.	24,862.
14	22,731.	25,347.
15	23,171.	25,841.
16	24,839.	26,870.

Add to base salary above guide step:

Boiler License (all custodians)	\$550.
Night Supervisors, Elementary	600.
Night Supervisor, VMS	850.
Grounds Person	1,000.
Head Custodian, VMS	1,000.

Longevity:

after completion of 10 years in district: \$300.

after completion of 15 years in district, an additional \$500.

OAKLAND PUBLIC SCHOOLS
OAKLAND, NEW JERSEY

CUSTODIAL SALARY GUIDE 1990/91

<u>Step</u>	<u>Custodian</u>	<u>Head Custodian</u>
1	\$18,993.	\$21,138.
2	19,360.	21,550.
3	19,735.	21,970.
4	20,117.	22,399.
5	20,506.	22,835.
6	20,903.	23,281.
7	21,307.	23,735.
8	21,720.	24,197.
9	22,140.	24,669.
10	22,568.	25,150.
11	23,005.	25,641.
12	23,450.	26,141.
13	23,904.	26,651.
14	24,366.	27,170.
15	24,838.	27,700.
16	27,124.	29,343.

Add to base salary above guide step:

Boiler License (all custodians)	\$575.
Night Supervisors, Elementary	625.
Night Supervisor, VMS	875.
Grounds Person	1,025.
Head Custodian, VMS	1,000.

Longevity:

after completion of 10 years in district: \$300.
after completion of 15 years in district, an additional \$500.

OAKLAND PUBLIC SCHOOLS
OAKLAND, NEW JERSEY

CUSTODIAL SALARY GUIDE 1991/92

<u>Step</u>	<u>Custodian</u>	<u>Head Custodian</u>
1	\$20,356.	\$22,655.
2	20,750.	23,097.
3	21,152.	23,548.
4	21,561.	24,007.
5	21,978.	24,475.
6	22,404.	24,952.
7	22,837.	25,439.
8	23,279.	25,935.
9	23,730.	26,441.
10	24,189.	26,956.
11	24,657.	27,482.
12	25,134.	28,018.
13	25,620.	28,564.
14	26,116.	29,121.
15	26,621.	29,689.
16	27,140.	30,268.
16B	29,633.	32,057.

Add to base salary above guide step:

Boiler License (all custodians)	\$600.
Night Supervisors, Elementary	650.
Night Supervisor, VMS	900.
Grounds Person	1,050.
Head Custodian, VMS	1,000.

Longevity:

after completion of 10 years in district: \$300.

after completion of 15 years in district, an additional \$500.

BOARD OF EDUCATION
OAKLAND, NEW JERSEY

SCHEDULE B

GRIEVANCE PROCEDURE

The term "grievance" means a complaint by any employee that, as to him/her, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee.

The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:

- (a) the failure or refusal of the Board to renew the contract of a non-tenured employee;
- (b) in matters where the Board is without the authority to act.

In the following instances, an employee shall have the right to invoke the grievance procedure up to the hearing before the Board of Education, and upon a determination being made by the Board, the procedure thereafter shall be by petition filed with the Commissioner of Education:

- (a) in matters where a method of review is prescribed by law or by any rule, regulation, or bylaw of the State, Commissioner of Education, or the State Board of Education;
- (b) in matters where the Board contends that it has the sole and unlimited discretion to act;
- (c) in matters where the discretion of the Board may not be unlimited but where after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

The term "employee" shall mean any regularly employed individual receiving compensation from the Board but shall not include the Superintendent.

The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by a public employees association, or by the Board to act on its or their behalf and to represent it or them.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this School District.

The term "party" means an aggrieved employee, his immediate supervisor, the school principal or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure herein established.

Time limits may be extended in the event of vacation periods or other school closings.

1. An aggrieved employee shall institute action under the provisions hereof within thirty (30) days of the occurrence complained of, or within thirty (30) calendar days after he/she would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period shall be deemed to constitute an abandonment of the grievance.

2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

3. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in the appeal. A minority organization shall not have the right to present or process a grievance.

4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

5. An employee shall first discuss his/her grievance orally with his/her immediate superior (department head, supervisor or principal). Where the immediate superior is below the rank of principal, the principal shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within five (5) days of said hearing.

6. If the grievance is not resolved to the employee's satisfaction within five (5) school days from the determination referred to in paragraph 5 above, the employee shall submit his/her grievance to the Superintendent of Schools in writing, specifying:

- (a) The nature of the grievance;
- (b) The results of the previous discussions;
- (c) The basis of his/her dissatisfaction with the determination.

7. A copy of the writing called for in paragraph 6 above shall be furnished to the school principal and to the immediate superior of the aggrieved employee.

8. Within five (5) school days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.

9. Within five (5) school days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his/her representative, if there be one, of his determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.

10. In the event of the failure of the Superintendent to act in accordance with the provisions of paragraphs 8 and 9, or, in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by either party, the dissatisfied party, within five (5) school days of the failure of the Superintendent to act within five (5) school days of the determination by him, may appeal to the Board of Education.

11. Where an appeal is taken to the Board, there shall be submitted by the appellant:

- (a) The writing set forth in paragraphs 6 and 9, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.

12. If the appellant, in his/her appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests in writing a hearing before the Board, a hearing shall be held.

13. The Board shall make a determination within (30) days from the receipt of the grievance and shall in writing notify the employee, his/her representative if there be one, the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

14. In the event an employee is dissatisfied with the determination of the Board, he/she shall have the right to request binding arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968, as amended and supplemented.

A request for binding arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such a demand.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear their own costs.

15. In the event a grievance should be filed by a principal or by an employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he/she shall discuss his/her grievance initially with the Superintendent and if dissatisfied with the determination may appeal to the Board in accordance with the provisions herein set forth.

16. In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within five (5) days of the issuance of said order, ruling or directive, or within five (5) days of the time when same should have been brought to the employee's attention, by filing with the Secretary of the Board a writing setting forth:

- (a) The order, ruling or determination complained of;
- (b) The basis of the complaint;
- (c) A request for a hearing if a hearing is desired.

A copy of the writing setting forth the above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply shall be served upon the aggrieved employee.

17. Upon receipt of a grievance filed under the provisions of paragraph 16, the procedure shall be as set forth in paragraphs 12 and 13.

18. All employees shall be entitled to the full procedure hereinabove set forth.

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