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AGREEMENT

between

OCEANPORT CUSTODIAL ASSOCIATION

and

BOARD OF EDUCATION BOROUGH OF OCEANPORT  
MONMOUTH COUNTY, NEW JERSEY

(Employer)

X July 1, 1989 - June 30, 1991

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PREAMBLE

This Agreement, entered into this 12th day of April, 1989 by and between the Board of Education of the Borough of Oceanport, New Jersey, hereinafter called "The Board," and the Oceanport Custodial Association, hereinafter called "The Custodial Association."

ARTICLE I

RECOGNITION

The Board hereby recognizes the Custodial Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment of custodial employees under contract or on leave.

## ARTICLE II

### NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Any agreement so negotiated shall be reduced to writing, presented to the Board for adoption, and thereafter be signed by the Board and the Custodial Association.
- B. During negotiations, the Board and the Custodial Association shall present relevant data, exchange points of view and make proposals and counter proposals.
- C. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. 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.
- D. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, presented to the Board for adoption, and thereafter be signed by the Board and the Custodial Association.
- E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of the Agreement with any organization other than the Custodial Association for the duration of this agreement.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definition

A "Grievance" shall mean a complaint by an employee that there has been to him a personal loss, injury, or inconvenience because of a violation, misinterpretation or inequitable application of Board policy, or an administrative decision affecting him.

A grievance to be considered under this procedure must be initiated by the employee within thirty (30) days from the time when the employee knew or should know of its occurrence.

#### B. Procedure

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
  - (b) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
2. Any employee who has a grievance shall discuss it first with the head custodian, then if necessary, with the Building Principal in an attempt to resolve the matter informally.
3. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within seven (7) days, he shall set forth his grievance in writing to the principal specifying:
  - (a) the nature of the grievance;
  - (b) the nature and extent of the injury, loss or inconvenience;
  - (c) the results of previous discussion;
  - (d) his dissatisfaction with decisions previously rendered.

The principal shall communicate his decision to the employee in writing within five (5) days of receipt of the written grievance.

4. The employee, no later than seven (7) days after receipt of the principal's decision, may appeal the principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal as specified above and his or her dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed fourteen (14) days. The Superintendent shall communicate his decision in writing to the employee and the principal.
5. If the grievance is not resolved to the employee's satisfaction, no later than seven (7) days after receipt of the Superintendent's decision he may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the employee and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.
6. Decisions of the Board shall be final and binding on all parties.
7. Rights of employee to representation.
  - (a) Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his option, by a representative of his own choice.
  - (b) The Board shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievances.
8. The Board and the employee shall be responsible for all costs incurred by each.

## ARTICLE IV

### CUSTODIAL EMPLOYMENT AND SALARY GUIDE

- A. The Board of Education reserves the right to place newly hired custodial employees on the proper step of the salary guide.
- B. Ten-month agreements shall be made on a prorated basis as noted under the existing salary guide.
- C. Substitute custodial staff shall be paid at the hourly rate shown on page 8. Retired Oceanport District custodians used as substitutes shall be paid at the hourly rate they received prior to retirement.
- D. Overtime pay shall be based on the employee's hourly wage as shown on the current individual's salary in this Agreement.
- E. Custodians shall receive overtime pay for hours worked on custodial duties in excess of their normal work day (8 hours) and for Saturdays and Sundays as follows:
  - 1. Time and one-half pay for overtime worked in excess of eight (8) hours on weekdays, including all hours worked on Saturdays.
  - 2. Double time for overtime worked on Sundays.
- F. Custodial employees of the Oceanport Board of Education shall receive salary increments as noted below:
  - 1. Satisfactory recommendations from the head building custodian, building principal, and the school district's Superintendent, to the Board of Education.
  - 2. The Board of Education reserves the right to review all salary recommendations on the basis of their individual merit.
- G. All custodians employed in the Wolf Hill building shall hold a black seal boiler license or obtain one at the earliest opportunity.
- H. Upon retirement, custodians shall be paid \$10 per day for each day of unused sick leave, to a maximum of \$2,000.00.



1989-90 and 1990-91 SALARY GUIDE

<u>STEP</u>	<u>SALARY 1989-90</u>	<u>HOURLY RATE</u>	<u>SALARY 1990-91</u>	<u>HOURLY RATE</u>
1	\$14,500	\$6.97	\$15,500	\$7.45
2	14,800		16,000	
3	15,100		16,500	
4	15,500		17,000	
5	16,000		17,500	
6	16,700		18,000	
7	16,900		18,700	
8	17,100		18,900	
9	17,300		19,100	
10	17,600		19,300	
11	18,000		19,600	
12	18,500		20,000	
13	19,075		20,500	
14	20,775		21,210	
15	22,665		24,040	

Head Custodians will receive \$2,600 above their step on the Salary Guide as compensation for their extra responsibilities. Example: 15th Step - \$25,265 (\$22,665 +\$2,600)

Hourly rate is based on 2080 hours per year. Night shift premium of \$.25 per hour will be added to the base wage (\$520 per full-time night shift).

Sub Rates: 1989-90 - \$6.97 and 1990-91 - \$7.45

NOTE: For the 1987-88 and 1988-89 Agreement, both parties agreed that each member of the Association would receive the appropriate increase but would remain on the SAME step of the guide. This was done to reduce the increment between the 13th and the 14th steps. Consequently, Mr. Mermini and Mr. Darby will always appear one (1) step below their experience until they reach the top step.

ARTICLE V

ABSENCES and/or LEAVES

A. General

All full-time custodial employees shall be granted sick leave, military leave, and other approved absences or leaves as described in this Article.

B. Personal Illness

Full-time custodial employees shall earn one day of sick leave each month of their employment, accumulating without limit.

C. Personal Leave Days

The absence of all custodial employees for personal reasons, other than illness, shall be three (3) days in any school year; said days shall be given without the applicant having to state the reason, other than the days are being taken under this Section. These days shall be considered non-accumulative.

Any personal leave days in excess of three (3) days shall be considered unexcused and the custodial employee shall have one (1) day's pay deducted from his salary for each day of unexcused leave:

D. Death in Immediate Family

Every full-time employee will be granted four (4) days leave for a death in the immediate family. Death in the immediate family shall be construed to mean spouse, mother, father, children, mother-in-law, father-in-law, brothers, sisters and grandparents, and/or other direct relative domiciled in the employee's house as a dependent of the employee.

E. Jury Duty

All full-time employees who are required to serve as jurors shall be granted the proper leave time.

Those employees are required to show proof of payment as jurors. The sum of payment made shall be deducted from the employee's regular salary check.

F. Military Leave

Military leave will be granted all male employees upon proper presentation of military orders. Job protection will be provided.

G. Extended Leave of Absence

Full-time employees applying for an extended leave of absence shall apply for such in a written statement with reasons stated. Each request shall be decided on its own merits at the discretion of the Board of Education.

H. Definitions

1. Personal illness is hereby defined as absence from his duty because of personal disability due to illness or injury or because he has been excluded from school by the school district's medical authority because of contagious disease or being quarantined for such a disease in his immediate household.
2. An attending physician's certificate may be required for any and all sick leave claimed by custodial employees under Paragraph B of this Article.

I. Vacations

1. Full-time custodial employees shall be granted vacations based on years of service in the Oceanport School System, as described below:
  - (a) Less than one (1) year, one (1) working day for each month worked, not to exceed ten (10) working days;
  - (b) Two (2) weeks vacation, ten (10) working days shall be granted during the school year in which the employee starts the second (2nd) year in the Oceanport School System;
  - (c) Twelve (12) days vacation shall be granted during the school year in which the employee starts the fifth (5th) year in the Oceanport School System;
  - (d) Three (3) weeks vacation, fifteen (15) working days shall be granted during the school year in which the employee starts the seventh (7th) year in the Oceanport School System;
  - (e) Four (4) weeks vacation, twenty (20) working days shall be granted during the school year in which the employee starts the fifteenth (15th) year in the Oceanport School System.

2. Vacation Periods - Vacations may be taken throughout the year under the following rules:
  - (a) All vacations must be approved by the Superintendent of Schools.
  - (b) Requests for vacations must be submitted at least one week in advance.
  - (c) In cases of conflict between vacation requests, the custodian with the most seniority shall be given first preference.
  - (d) During the months of July and August one custodian must be available for duty in each building.
  - (e) During the months of September through June two custodians must be available for duty in each building.
  - (f) Vacations taken between September and June shall be limited to one week at a time.
  - (g) Between September and June one week must pass after a vacation before another vacation will be granted.

J. Holidays

1. The following twelve (12) days are considered paid holidays:

New Year's Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Election Day
Memorial Day	Thanksgiving
Fourth of July	Christmas

In addition, Christmas Eve, New Year's Eve and Easter Monday may be granted if school is not in session. If a holiday falls on a Saturday, the preceding Friday is considered a holiday. If a holiday falls on Sunday, the following Monday is considered a holiday. All applicable holidays shall be as designated by the school calendar.

2. The holidays shall be scheduled to insure the satisfactory completion of all work schedules.
3. Sick days shall not be charged against an employee when said sick day falls on a paid holiday.

ARTICLE VI

INSURANCE PROTECTION

- A. The Board of Education shall pay the full premium for each custodian and, in cases where appropriate, for family plan coverage under the health insurance program underwritten by the companies that service the members of the Oceanport Education Association.

This includes basic hospitalization, major-medical and medical surgical.

- B. The Board of Education shall pay the full premium for each custodian (employee coverage only) under the plan known as the employee dental plan without orthodonture underwritten by the Delta Dental Plan of New Jersey, Inc.

## ARTICLE VII

### MISCELLANEOUS PROVISIONS

A. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter at the following addresses:

1. If by the Custodial Association to the Board, at Wolf Hill School.
2. If by the Board to the President of the Custodial Association, at the appropriate school.

B. Custodians who may be required to use their own vehicles in the performance of their duties shall be reimbursed at the rate of twenty-five cents (\$.25) per mile.

C. Work Clothes

The Board of Education agrees to purchase work clothes (pants and shirts) for the custodians under the following conditions:

1. Each man will receive three (3) uniforms in his/her first year.
2. The uniforms will have the district's name and the custodian's name on them.
3. If a custodian leaves, he/she must return the uniforms or buy them at half the cost.
4. The number of uniforms for subsequent years will be determined by the conditions of the uniforms. The Board Secretary will do an inventory of the clothing every July to determine the need for additional clothing.
5. The custodians are responsible for the washing and care of the clothing. If a piece of clothing is lost, the replacement cost will be deducted from the person's salary.
6. Each Head Custodian will receive a pair of coveralls.
7. Replacement of clothing prior to each July may be authorized by the Superintendent of Schools.

ARTICLE VIII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1st, 1989, and shall continue in effect until June 30th, 1991, subject to the Custodial Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date so indicated.
- B. In witness whereof the Custodial Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President, attested by its Secretary, and its corporate seal to be placed hereon, all on the day and year first above written.

OCEANPORT CUSTODIAL ASSOCIATION

BY

*Carl Christensen*  
President

BY

*Anthony P. Bano*  
Secretary

OCEANPORT BOARD OF EDUCATION

BY

*Maria Gatta*  
President

BY

*Janet P. Sawyer*  
Secretary