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PROPOSAL
SUBMITTED BY
THE TOWNSHIP OF OCEAN BOARD OF EDUCATION
TO THE
TOWNSHIP OF OCEAN SCHOOLS
OPERATIONAL, MAINTENANCE AND
CUSTODIAL EMPLOYEES ASSOCIATION

THIS BOOK DOES
NOT CIRCULATE

PREPARED BY
THE BUSINESS OFFICE
TOWNSHIP OF OCEAN
SCHOOL DISTRICT

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MEMBERS, OFFICERS AND STAFF

A. BOARD OFFICERS, MEMBERS AND STAFF

1. Board Members and Staff

Dr. Alex E. Maron.....President
Mr. Frank R. Beardsley.....Vice President
Mr. Mark Abrams
Mrs. Constance Hughes
Mr. Robert J. MacKee
Mrs. Rose A. Hlatky
Mr. William E. Pullen
Dr. Joel Shappirio
Dr. Carney A. Vetrano
Dr. Charles A. Scott.....Superintendent of Schools
Mr. Marshall D. Conklin.....Board Secretary
School Business Administrator
Mr. Peter Shebell.....Board Attorney

2. Board Members on Negotiating Committee

Mr. Mark Abrams...Chairman
Mrs. Rose A. Hlatky
Mr. William E. Pullen

B. ASSOCIATION OFFICERS AND STAFF:

1. Association Officers:

<u>a. Officers Names</u>	<u>Titles</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. Association Negotiating Committee:

<u>a. Negotiation Committee Members Names</u>	<u>Titles</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

PREAMBLE

THIS AGREEMENT entered into this *17th* day of *March*, 1972 by and between the Board of Education of the Township of Ocean, (hereinafter referred to as the "Board" and the Operational, Maintenance and Custodial Employees Association, (hereinafter referred to as the "Association" incorporates the articles indexed and defined in this contractual agreement.

ARTICLE I
RECOGNITION

- (A) The Board hereby recognizes the Operational, Maintenance and Custodial Employees Association as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to all conditions of employment on behalf of all members of the Association.
- (B) Unless otherwise indicated the term "employee" when used hereinafter in this Agreement, shall refer specifically to those employees who are eligible for membership in the Association, i.e., Head Custodian, Custodian, Maintenance, Operation and Grounds Department personnel in the Township of Ocean School District.

ARTICLE II
NEGOTIATION PROCEDURE AND DURATION OF AGREEMENT

- (A) The Association shall submit its proposals, for collective negotiations, with the Board on or before November 16th of the calendar year preceding the period of the proposed agreement. These proposals shall be submitted, in writing to the Superintendent of Schools for presentation to the Board. Following the submission of the written proposals by the Association representative, the designated representatives of the Board and the Association shall meet thereafter at reasonable times and negotiate in good faith, with respect to terms and conditions of employment.
- (B) During negotiations, the Board and the Association shall possess relevant data, exchange points of view and make proposals and counter-proposals. In this connection, the Board will furnish the Association with all information in the public domain as soon as possible after the receipt of a request for such data.
- (C) Neither party, in any negotiations, shall have the control over the selection of the negotiating representative of the other party.
- (D) All meetings between the parties shall be regularly scheduled to take place on school property at a mutually agreed upon location and when employees involved are free from assigned duties unless otherwise agreed. When, however, both parties determine that a meeting shall be scheduled during the school day, the employees involved shall suffer no loss of pay.
- (E) Should a mutually acceptable amendment to this agreement be negotiated by the parties, it shall be reduced to writing, be adopted by the Board and the amendment be signed by the Board and the Association and incorporated in this agreement.
- (F) This agreement shall be binding on the Board and the Association from July 1, 1971 to June 30, 1973.

ARTICLE III

GRIEVANCE PROCEDURE

DEFINITION:

- (A) A grievance shall mean a complaint by an employee or the Association, that there has been a personal loss or inequity because of a violation, misinterpretation or misapplication of policy, agreement or administrative decision to him or them.
- (B) A grievance to be considered under this procedure must be initiated within 30 calendar days of its occurrence, within the knowledge of the aggrieved, but under no circumstances will a grievance be processed if 6 months have elapsed since its actual occurrence.
- (C) The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- (D) 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. In the event a grievance is filed at such time that it cannot be processed through all the steps in this procedure by the end of the school year, and if left unresolved until the beginning of the following school year it could result in irreparable harm to a party in interest, the time limits set forth shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon as is practicable thereafter.

PROCEDURE:

- (A) Any employee (or group of employees) who has a grievance shall discuss it first with the immediate supervisor involved in an attempt to resolve the matter informally except in the case affecting the Association.

The Association shall have the right to present the grievance at the appropriate level where the grievance occurred or at which the protested decision was made. Presentation of a grievance at a Board level under such circumstances shall be processed through the Office of the Superintendent (or designee) as the Board's representative.

- (B) If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within 5 school days, he shall set forth his grievance in writing to the immediate supervising Administrator specifying the following:
1. The nature of the grievance and the injury, loss or inequity suffered.
 2. The results of previous discussions.
 3. His dissatisfaction with decisions previously rendered.

Upon receipt of the grievance, the Administrator will send a copy of the grievance to the Office of the Superintendent who will forward a copy to the Association, and the immediate Supervisor involved. Upon receipt of the grievance, the Association may elect to have a representative or representatives present at all grievance meetings. The Administrator will communicate his decision to the employee, the Association or its representative and the Superintendent of Schools in writing, within three school days of receipt of the written grievance.

- (C) The employee may appeal the Administrator's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing, reciting the matter submitted to the Administrator as specified above and his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed 10 calendar days. The Superintendent shall communicate his decision in writing, to the employee, the Administrator and the Association.

- (D) If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education. The request shall be submitted in

Article III - Continued

writing, through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or committee thereof, shall review the grievance. The Board shall hold a hearing with the employee and a decision shall be rendered, in writing, within 20 calendar days of receipt of the grievance by the Board or the date of the hearing, whichever comes later.

- (E) At no point prior to an official hearing or meeting of the Board shall any employee or his representative discuss with members of the Board, or any one of them, the subject of the employee's grievance or matters relating thereto.
- (F) Nothing contained herein shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the Administration, and having the grievance adjusted without intervention of the Association, provided adjustment is not inconsistent with the terms of this agreement and that the Association has been given the opportunity to be present at any level and to state its views.
- (G) The employees, Administrators and/or the Board may have representatives or witnesses of their choice in attendance at all levels of the grievance procedure.
- (H) All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- (I) No reprisals of any kind shall be taken by the Board against any party in interest, any representative, any member of the Association or its committees, or any other participant in the grievance procedure by reason of such participation. Also, no reprisals of any kind shall be taken by an employee or the Association against any party in interest, any representative, any member of the Board of Education or its committees, or any other participant in the grievance procedure by reason of such participation.

ARTICLE IV

BOARD RIGHTS

(A) 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 do the following:

1. To direct employees of the school district .
2. To hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, to demote, discharge or take other disciplinary action against employees .
3. To relieve employees from duty because of lack of work or for other legitimate reasons .
4. To maintain the efficiency of the school district operations entrusted to them, including, but not limited to, the right to enter into any and all sub-contracting agreements .
5. To determine the methods, means and personnel by which such operations are to be conducted .
6. To take whatever actions might be necessary to carry out the mission of the district in situations of emergency .

(B) Participation by any member of the Association in a refusal to perform assigned duties, shall be just cause for disciplinary action.

(C) It is understood by all parties that under the rulings of the courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted by law.

ARTICLE V
EMPLOYEE RIGHTS

- (A) Pursuant to Chapter 303, P.L. 1968 the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. As a duly selected body exercising governmental power under the laws of the State of New Jersey, the Board undertakes and agrees that it shall not discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, P.L. 1968 or other laws of New Jersey or the Constitution of the United States and of New Jersey; and that it shall not discriminate against any employee with respect to hours, wages or any terms or conditions of employment by reason of his membership in the Association and its affiliates.
- (B) No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE VI
SALARY SCHEDULES

(A) The salaries of all the employees covered by this agreement are set forth as follows:

EXHIBIT-A

PART I - CUSTODIAL AND OPERATIONAL EMPLOYEES SALARY SCHEDULE FOR 1971-1972 AND 1972-1973

<u>STEP</u>	<u>SALARY 1971-1972</u>		<u>YEARLY INCREMENT</u>		<u>SALARY 1972-1973</u>
1	\$5,300.	-----	\$300.	-----	\$5,800.
2	5,600.	-----	"	-----	6,100.
3	5,900.	-----	"	-----	6,400.
4	6,200.	-----	"	-----	6,700.
5	6,500.	-----	"	-----	7,000.
6	6,800.	-----	"	-----	7,300.
7	7,100.	-----	"	-----	7,600.
8	7,400.	-----	"	-----	7,900.
9	7,700.	-----	"	-----	8,200.
10	8,000.	-----	"	-----	8,500.

PART II - LONGEVITY INCREMENTS

1. After the completion of the 14th year in the school district a \$200. increment and annually thereafter.
2. After the completion of the 17th year in the school district a \$200. increment and annually thereafter.

PART III - ADDITIONAL COMPENSATION FOR HEAD CUSTODIANS SCHEDULE FOR 1971-1972 AND 1972-1973

High School Head Custodian	\$1,000.
Ocean Township Elementary School Head Custodian	800.
Wayside Elementary School Head Custodian	800.
Oakhurst Elementary School Head Custodian	600.
Wanamassa Elementary School Head Custodian	600.

Article VI - Continued

EXHIBIT-B

PART I - GROUNDKEEPERS SALARY - SCHEDULE FOR 1971-1972 AND 1972-1973

<u>STEP</u>	<u>SALARY</u> <u>1971-1972</u>		<u>YEARLY</u> <u>INCREMENT</u>		<u>SALARY</u> <u>1972-1973</u>
1	\$5,500.	-----	\$300.	-----	\$6,000.
2	5,800.	-----	"	-----	6,300.
3	6,100.	-----	"	-----	6,600.
4	6,400.	-----	"	-----	6,900.
5	6,700.	-----	"	-----	7,200.
6	7,000.	-----	"	-----	7,500.
7	7,300.	-----	"	-----	7,800.
8	7,600.	-----	"	-----	8,100.
9	7,900.	-----	"	-----	8,400.
10	8,200.	-----	"	-----	8,700.

PART II - LONGEVITY INCREMENTS

1. After the completion of the 14th year in the school district
a \$200. increment and annually thereafter.
2. After the completion of the 17th year in the school district
a \$200. increment and annually thereafter.

EXHIBIT-C

PART I - MAINTENANCE SALARY SCHEDULE FOR 1971-1972 AND 1972-1973

<u>STEP</u>	<u>SALARY</u> <u>1971-1972</u>		<u>YEARLY</u> <u>INCREMENT</u>		<u>SALARY</u> <u>1972-1973</u>
1	\$6,000.	-----	\$400.	-----	\$6,500.
2	6,400.	-----	"	-----	6,900.
3	6,800.	-----	"	-----	7,300.
4	7,200.	-----	"	-----	7,700.
5	7,600.	-----	"	-----	8,100.
6	8,000.	-----	"	-----	8,500.
7	8,400.	-----	"	-----	8,900.
8	8,800.	-----	"	-----	9,300.
9	9,200.	-----	"	-----	9,700.
10	9,600.	-----	"	-----	10,100.

PART II - LONGEVITY INCREMENTS

1. After the completion of the 14th year in the school district
a \$200. increment and annually thereafter.
2. After the completion of the 17th year in the school district
a \$200. increment and annually thereafter.

ARTICLE VII
JOB DESCRIPTION

- (A) The Association requests that job descriptions be prepared in all work categories.
- (B) No employee shall be required to perform duties outside the scope of their normal work on a continuing basis.

ARTICLE VIII

SICK LEAVE

- (A) Sick leave is hereby defined to mean the absence from duty of any employee because of personal disability due to illness or injury, or because he has been excluded from school by the school district's medical authorities because of a contagious disease or because of a quarantine for such a disease in his immediate household.
- (B) All 12 month employees shall be allowed sick leave with full pay for twelve (12) days in any year.
- (C) The Board of Education may at its discretion extend the above sick leave policy in individual cases.
- (D) All days referred to are working days.

ARTICLE IX

OTHER LEAVE

- (A) As of the beginning of the 1971 school year, employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:
1. Two (2) days leave of absence for personal, legal, business, household or family matters which require absence during school hours. Application to the employee's immediate superior for personal leave shall be made at least five (5) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this section. No personal leave days prior to or subsequent to a school holiday.
 2. Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system or for jury duty.
 3. Up to five (5) days at any one time in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, and any other member of the immediate household.
 4. Other leaves of absence with pay may be granted by the Board for good reason.
- (B) Leaves taken pursuant to Section (A) above shall be in addition to any sick leave to which the employee is entitled.

ARTICLE X

INSURANCE PROTECTION

The Board of Education shall pay up to the full cost of the Family Plan for the basic Comprehensive Group Packaged Protection of Blue Cross, Blue Shield with combined extended benefits of Rider "J", and shall be the same Insurance coverage that is now being provided. Also, the Board shall pay up to the full cost of the Family Plan for the Major Medical Insurance coverage that is now currently being provided by the New Jersey Public and School Employees Health Benefits Plan. The "New Jersey Public and School Employees Health Benefits Plan" is provided by the following:

1. Hospital Service Plan of New Jersey (New Jersey Blue Cross Plan)
2. Medical Surgical Plan of New Jersey (New Jersey Blue Shield Plan)
3. The Prudential Insurance Company of America (Major Medical Plan)

ARTICLE XI

VACATIONS

Completion of 1 year - 10 days

Completion of 10 years - 15 days

Completion of 15 years - 20 days

NOTE: Only years of service in the Township of Ocean School District shall be considered as credit towards an employee's vacation eligibility. Also, one partial year may be counted towards the completion of a full year's credit for vacation and salary purposes, provided that the new employee started working on or before the first work day in February.

ARTICLE XII

HOLIDAYS

The following twelve holidays shall be granted on a yearly basis:

1. Fourth of July
2. Labor Day
3. Religious Holiday (a day all other employees would be off)
4. One day during N.J.E.A. Convention
5. Thanksgiving Day
6. Day Following Thanksgiving
7. Day before Christmas (December 24th)
8. Christmas Day
9. New Year's Day
10. Good Friday
11. Easter Monday
12. Memorial Day

ARTICLE XIII
SALARY DEDUCTIONS

Salary deductions shall be made as required by Federal and State Law

ARTICLE XIV

MISCELLANEOUS

- (A) Any individual contract between the Board and an individual employee heretofore or thereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.
- (B) Copies of this agreement shall be reproduced at the expense of the Board after agreement with the Association on format within thirty days after the agreement is signed. The agreement shall be presented to all employees now employed, hereafter employed or considered for employment by the Board.
- (C) Whenever any notice is required to be given by either of the parties to this agreement to the other, pursuant to the provisions of this agreement, either party shall do so by writing to the following addresses:
1. If by Association, to Board, at Superintendent's Office .
 2. If by Board, to Association, at the Association President's place of work, building location to be provided.
- (D) The Board shall agree to make authorized salary deductions for Association dues if requested .
- (E) Hours of Work:
1. Scope
This section defines the normal work hours and shall not be construed as a guarantee of hours of work per day or per week .
 2. Normal Work Day
The normal work day shall be eight hours of work in a twenty-four hour period for the day shift and seven hours of work in a twenty-four hour period for the night shift. The hours of work shall be consecutive, except when a thirty minute lunch or dinner period is provided in accordance with prevailing practices.

3. Normal Work Pattern

The normal work pattern for employees shall be five work days of eight hours each for all employees on the day shift and any time worked over a forty-hour week shall be paid at one and one half times the employees regular hourly rate. Also, the normal work pattern for all employees on the night shift shall be five work days of seven hours each and any time worked over a thirty-five hour week shall be paid at one and one half times the employees regular hourly rate. In addition, any work performed over the normal work day of eight hours on the day shift, or seven hours on the night shift shall be paid at time and one half.

4. Holiday and Snowday Pay

In the event any employee is required to work on any authorized holiday or snowday he or she shall be paid at a rate of one and one half times the employee's regular hourly rate plus eight hours of idle holiday or snowday pay.

5. Schedules

All custodians shall be scheduled on the basis of the normal work pattern as determined by the School Building Principal and the School Business Administrator. All ground, maintenance and other operational personnel shall be scheduled on the basis of the normal work pattern as determined by the School Business Administrator.

(F) The Head Custodian or custodians in each building shall have charge of, and be responsible for the heating of the building and taking care of certain emergency situations such as fire, flash floods, etc., during hours when no regular employee is on duty. It is his responsibility over week-ends and other periods when school is not in session to see that there is sufficient heat in the building at all times so that no damage is done to equipment due to freezing, and he shall be responsible for the safety of the building and its contents.

Article XIV - Continued

(G) New or Changed Jobs:

1. When the Board makes alterations to its schools that changes the nature of any job, or when a vacancy develops, the job is posted and the Board shall fill that vacancy on the basis of seniority provided such person is qualified on the basis of ability and physical fitness.
2. If none of the employees are qualified, then the Board shall hire employees outside the school district.

