

Union Beach Board of Education

Union Beach Public Schools
Administration Building
Florence Avenue
Union Beach, N. J. 07735

Union Beach Education Assn.

(UTILITY PERSONNEL CONTRACT)

X 1981-82
1982-83
1983-84

INDEX

ARTICLE I, RECOGNITION. 1

ARTICLE II, GRIEVANCE PROCEDURE 2

ARTICLE III, WORK YEAR 5

ARTICLE IV, WORK SCHEDULE 6

Includes Work Hours

Overtime

Outside Help

Smoking

Vacation Schedule

Holiday Schedule 7

Holidays, 1981-82 8

ARTICLE V, EMPLOYMENT AND JOB SECURITY 9

ARTICLE VI, EMPLOYEE'S EVALUATION 10

ARTICLE VII, EMPLOYEES' FACILITIES AND EQUIPMENT 11

ARTICLE VIII, SALARIES (GUIDES FOR 1981-82, 1982-83 and 1983-84) 12

ARTICLE IX, PERMITTED ABSENCES 13

ARTICLE X, INSURANCE AND HEALTH BENEFITS. 14

ARTICLE XI, MISCELLANEOUS PROVISIONS. 15

ARTICLE XII, DURATION OF AGREEMENT 16

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Union Beach Education Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all full time utility personnel, excluding supervisory personnel.
- B. Unless otherwise indicated, the term "employee" when used in this agreement, shall refer to all utility personnel represented by the Association in the negotiations unit as above defined, and references to male employees shall include female employees.

ARTICLE II

GRIEVANCE PROCEDUREA. Definition1. Grievance

A "grievance" is a claim by an employee of the Association based upon the interpretation, application, or violation of this Agreement and written Board policy.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedures.

C. Procedure1. Time Limits

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.

2. Year-end Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Level One - Principal or Immediate Superior

An employee with a grievance shall first discuss it with his principal or immediate superior within fifteen working days of said grievance, either directly or through the Association's designated representative with the objective of resolving the matter informally.

4. Level Two - Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools.

5. Level Three - Board of Education

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Two, or if no decision has been rendered within five (5) school days after the grievance was delivered to the Superintendent, he or she may in five (5) school days request in writing that the Association submit the grievance to the Board of Education. The Board of Education shall within ten (10) school days hold hearings promptly and render a decision in writing not later than ten (10) days from the date of the close of the hearing.

6. Level Four - Arbitration

(a) If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Board of Education, he may, within five (5) school days after the decision by the Board or fifteen (15) school days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after receipt of a request by the aggrieved person.

(b) Before said grievance goes to arbitration it must be mutually agreed as to whether or not the decision made would be binding.

(c) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

(d) The arbitrator so selected shall confer with the representative of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association.

(e) The costs for the services of the arbitrator shall be borne equally by both parties.

D. Right of Employees to Representation

1. Employees and Association

Any aggrieved person may be represented at all stages of the

grievance procedure by himself, or, at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievances

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and this processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.

3. Separate Grievance File

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.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this ARTICLE

ARTICLE III

WORK YEAR

The work year shall consist of a 12-month period, commencing July 1 and ending June 30.

ARTICLE IV

WORK SCHEDULE

A. Daily Work Hours

1. Work Shift - 8 hours of work, including a 15 minute morning break, but exclusive of a 30-minute lunch period, shall constitute a work shift. All employees shall be advised of a regular starting and quitting time.
2. Time Sheets - Utility persons must sign their own time sheets or punch time clock upon arrival or departure on each work day. Time sheets must remain in the school and shall be posted on the bulletin board in the utility personnel room or some other designated place.

B. Overtime

The Supervisor of Building and Grounds will assign overtime to the utility person upon approval of the Superintendent. Overtime will be paid at time and one half until funds in the budget account have become exhausted, at which time overtime will be considered as time and one half and time off. Any utility person called in after a regular day of work or called in on a weekend for emergency purposes will receive at least two hours of overtime.

C. Outside Help

Under no condition shall a utility person receive help from anyone who is not employed by the Board of Education.

Visits by friends and others to building should be discouraged unless it is of an emergency nature.

D. Smoking

Smoking shall be confined to the utility room or other approved designated room.

E. Vacation Schedule

1. Vacation eligibility shall be determined as of July 1 of each year.
2. Vacation time shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld.
3. On the following basis:
 - a) Full time employees who have completed 12 full months of employment shall receive one week vacation the first year.
 - b) Employees who have worked less than a full 12 month period shall receive vacation as follows:

9 months employment - 3 days vacation

6 months employment - 2 days vacation

3 months employment - 1 day vacation

WORK SCHEDULE
(cont'd)

- c) Employees will receive two weeks vacation after two years of consecutive service.
- d) Employees will receive three weeks vacation after seven (7) years of consecutive service.
- e) Employees will receive four weeks vacation after twelve (12) years of consecutive service.

F. Holiday Schedule

The 12-month holiday schedule shall include:

Fourth of July	Christmas Day
Labor Day	Day after Christmas
Columbus Day	Day before New Years
Veteran's Day	New Year's Day
Thanksgiving Day	Washington's Birthday
Day after Thanksgiving	Good Friday
	Memorial Day

(See Attached Schedule)

At a meeting held on June 18, 1981, between William DiMaio, Superintendent and Charles Braun, representative for the Utility Personnel, and in regard to the Utility Personnel contractual agreement, the following holiday schedule was agreed upon for the school year 1981-82:

HOLIDAYS

1981-82 SCHOOL YEAR

- | | |
|--------------------------------|---|
| 1. Monday, July 6, 1981 | Fourth of July |
| 2. Monday, September 7, 1981 | Labor Day |
| 3. Thursday, November 26, 1981 | Thanksgiving Day |
| 4. Friday, November 27, 1981 | Day after Thanksgiving |
| 5. Thursday, December 24, 1981 | Day Before Christmas |
| 6. Friday, December 25, 1981 | Christmas Day |
| 7. Thursday, December 31, 1981 | Day Before New Year's Day |
| 8. Friday, January 1, 1982 | New Year's Day |
| 9. Friday, February 12, 1982 | Lincoln's Birthday |
| 10. Monday, February 15, 1982 | Washington's Birthday |
| 11. Friday, April 9, 1982 | Good Friday |
| 12. Monday, May 31, 1982 | Memorial Day |
| 13. Floating Holiday | Employee's choice, with 48-hour notice to be given to Supervisor of Building and Grounds. Subject to Supervisor's approval. |

ARTICLE VEMPLOYMENT AND JOB SECURITY

- A. All new utility personnel shall serve a probationary period of sixty days. At the end of this period, the employee will be evaluated and, depending upon this evaluation, be either:
1. issued a yearly contract in accordance with State Law and have the probationary time added to his length of employment,
 2. relieved of his duties, or
 3. granted an additional thirty days' probationary period at the discretion of his immediate supervisor and the administration and the Board of Education.

ARTICLE VIEMPLOYEES' EVALUATIONA. Non-Tenure Employees

Non-tenure employees shall be evaluated by their immediate supervisors once a month in each school year, to be followed in each instance by an evaluation report and by a conference between the employee and his immediate supervisor for the purpose of identifying any deficiencies, extending assistance for their correction.

An employee, upon request, shall be given a copy of the evaluation report.

B. General Criteria

All monitoring or observation of the work performance of an employee shall be conducted openly as an ongoing process.

ARTICLE VIIEMPLOYEES' FACILITIES AND EQUIPMENT

- A. All employees where applicable shall be provided with the appropriate equipment necessary to do a high quality of work.
- B. Uniforms - Five uniforms are allowed per person per year (2 winter and 3 summer). Employees will pick up purchase orders from the business office and go to Sears for their uniforms. The initiative to do this lies with the individual person.
- Winter jackets shall be supplied as needed upon request to the Building and Grounds Supervisor who will then requisition same.
 - Work Shoes will be supplied - one pair per year per person. They must be worn to work daily. The Building and Grounds Supervisor has the authority to send an employee home if this rule is not adhered to. Such time lost shall be without pay.

ARTICLE VIIISALARIESSALARY GUIDE FOR 1981-82, 1982-83, 1983-84

<u>Step</u>	<u>Lead Man*</u>	<u>Licensed Utility</u>	<u>Attendant or Janitress</u>	<u>Unlicensed Utility</u>
1.	\$10,200	\$ 8,500	\$ 7,100	\$ 8,250
2.	11,150	8,950	7,500	8,650
3.	12,050	9,400	7,900	9,050
4.	12,950	9,850	8,300	9,450
5.		10,300	8,700	9,850
6.		10,750	9,100	10,350
7.		11,200	9,500	10,650
8.		11,650	9,900	11,050
9.		12,100	10,600	11,450
10.		12,550	11,500	11,850
11.				13,000
12.				13,000
13.				13,000

*Lead Man must have Black Seal Boiler's License

ARTICLE IXPERMITTED ABSENCESA. Sick Leave Benefits

12-month employees will be allowed twelve days of sick leave per year. Sick leave is defined to mean the absence from his/her post of duty of any such person because of personal disability due to illness or injury or because he/she has been excluded from school by the school district's medical authority on account of a contagious disease or being quarantined for such a disease in his/her household.

B. Report of Illness

All employees shall notify, as early as practicable, the Front Office when they will be absent because of illness.

A medical certificate must be furnished for all cases of illness or injury exceeding three consecutive work days, and may be required for each daily absence, otherwise a full salary deduction will be made.

If any employee avails himself/herself of sick leave benefits without just cause, such actions shall be grounds for dismissal.

C. Personal Days

Three personal days absence will be allowed for personal business only by permission of the supervisor of building and grounds. A written request must be made to him at least 24 hours in advance of such absence.

D. Death in the Family

Three working days per occurrence shall be allowed without deduction in pay for the death in the immediate family of the husband or wife.

Absence due to death in the employee's immediate family shall mean death of spouse, child, parent, brother, sister, mother-in-law, father-in-law, living anywhere or another person living in the household.

E. Family Illness - A total of one day shall be granted by the Board for use in cases of illness or injury of a member of the employee's immediate family (husband, wife or children). These days will not be accumulative.

ARTICLE X

INSURANCE AND HEALTH BENEFITS

To be continued as presently in effect.

ARTICLE XIMISCELLANEOUS PROVISIONSA. Savings Clause

Except as this agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement.

ARTICLE XII

DURATION OF AGREEMENT

Duration Period

This Agreement shall be effective as of July 1, 1981
and shall continue in effect until June 30, 1984
subject to the Association's right to negotiate over a successor agreement.
This Agreement shall not be extended orally, and it is expressly understood
that it shall expire on the date indicated, unless it is extended in writing.

In witness whereof, the parties hereto have caused this Agreement to be signed
by their respective presidents and attested by their respective secretaries.

Association

Board of Education

President

President

Secretary

Secretary