

AN AGREEMENT  
REGARDING THE TERMS AND CONDITIONS  
OF EMPLOYMENT

BETWEEN  
Ramsey Board of Education  
THE BOARD OF EDUCATION

AND THE  
ORGANIZATION OF BUILDING SERVICES PERSONNEL  
(Custodians and Maintenance)  
OF

RAMSEY, NEW JERSEY

X JULY 1, 1980 THRU JUNE 30, 1983

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PREAMBLE

THIS AGREEMENT, MADE AND ENTERED INTO on this 22nd  
day of September, 1980, by and between the RAMSEY  
BOARD OF EDUCATION, hereinafter referred to as the "Board", and  
the Organization of Building Services Personnel, hereinafter re-  
ferred to as the "Organization", represents the complete and final  
understanding on all issues between the Board and the Organization  
for the term of this Agreement.

ARTICLE I

RECOGNITION

- 1.1 The Board agrees to and hereby does recognize the Organization as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all employees under contract in the classifications set forth below.
- 1.2 Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer specifically to those employees identified in the negotiating unit defined above, and references to male employees shall include female employees.

Employees Included:

Custodians, Matrons, Groundsmen, Maintenance Men.

ARTICLE II

NEGOTIATIONS PROCEDURES

- 2.1 It is agreed that all employees covered by this Agreement in accordance with Article I, "Recognition", shall have all the rights granted to employees under Chapter 303, Public Laws of 1968. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968, in good faith effort to reach agreement on all matters concerning terms and conditions of employment. Such negotiations shall begin not later than November 1 of the calendar year preceding the calendar year in which the Agreement expires. Any Agreement so negotiated shall apply to all members in the negotiations unit and shall be reduced to writing. The Organization shall notify the Board in writing when the Agreement has been ratified by the membership. The Agreement shall be adopted by appropriate resolution of the Board and shall be signed by the Board and the Organization.
- 2.2 The Organization shall submit its total contract proposals to the Board of Education through the office of the Business Administrator not later than November 1 of the calendar year preceding the calendar year in which this Agreement expires.
- 2.3 The Board shall submit its total contract proposals and counterproposals to the Organization not later than November 15 of the calendar year preceding the calendar year in which this Agreement expires.
- 2.4 No new proposals shall be introduced by either party after November 15 unless by mutual agreement.
- 2.5 The Board agrees to furnish the Organization from time to time, available public information and data concerning the Ramsey Schools which the Organization may require. Nothing herein contained shall impose any obligation on the part of the Board to disclose any information which may be classified as privileged and/or confidential.
- 2.6 It is understood and agreed between the parties that negotiations contemplate that a complete Agreement be signed by the respective parties and in the event either of the parties do not receive authorization to execute the Agreement negotiated by the members of the negotiations team, the clauses which have been agreed upon between the representatives of the negotiating parties shall not be deemed to have any binding effect.

NEGOTIATIONS PROCEDURES

(continued)

- 2.7            Representatives of the Board and the Organization shall be available to meet upon request of either party for the purpose of reviewing the administration of the Agreement. These meetings are not intended to bypass the grievance procedure nor are they to be negotiating sessions.
- 2.8            Each party shall submit to the other, at least three (3) days prior to the meeting, an agenda covering matters which they wish to discuss.
- 2.9            All meetings between the parties shall be scheduled, whenever possible, to take place when the employees involved are free from assigned duties.
- 2.10           Whenever any representative of the Organization is mutually scheduled to participate during regular duty hours in negotiations or grievance proceedings, he shall suffer no loss in pay.
- 2.11           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.
- 2.12           Should a mutually acceptable amendment to this Agreement be agreed upon by the parties, it shall be reduced to writing, be signed by the Board and the Organization, and be adopted by the Board.

ARTICLE II-a

GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of an employee or group of employees and/or the interpretation, meaning or application of any of the provisions of this Agreement, with exception of contract renewal for non-tenure employees.
2. An "aggrieved person" is the person or persons making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. It is understood and agreed that both the Board and the Organization have the right to utilize all provisions of this Article and that grievances may be processed either by the employee who has been aggrieved or by the Board of the Organization.
2. 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 procedure.
3. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Organization, provided the adjustment is not inconsistent with terms of this Agreement, and that the Organization has been given the opportunity to be present at such adjustment and to state its view.

C. Procedure

1. An aggrieved employee shall institute action under the provisions hereof within twenty (20) working days of the occurrence complained of, or within twenty (20) working days after he would reasonably be expected to know of its occurrence, failure to act within said twenty (20) day period, shall be deemed to constitute an abandonment of the grievance.

## GRIEVANCE PROCEDURE

(continued)

2. 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.
3. 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.

### 4. Level One

An employee with a grievance shall first discuss it, either directly or through the Organization's designated representative, with his (her) immediate superior in an informal conference in the hope of resolving the matter at the lowest possible administrative level.

### 5. Level Two

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 presentation of the grievance, he may file the grievance in writing with the Organization within (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 Organization shall refer it to the Business Administrator.

### 6. Level Three

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



## GRIEVANCE PROCEDURE

(continued)

### 7. Level Four

- (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 a decision by the Board of Education or fifteen (15) school days after the grievance was delivered to the Board of Education, whichever is sooner, request in writing that the Organization submit his grievance to arbitration.

If the Organization determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) school days after the receipt of a request by the aggrieved person, and both parties may agree at this time that arbitration shall or shall not be final and binding.

- (b) Within ten (10) school days after such written notice of submission to arbitration, the Board and the Organization 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.

- (c) The arbitrator so selected shall confer with the representatives of the Board and the Organization and hold hearings promptly and shall issue his decision not later than twenty (20) days 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 finding of facts, reasons and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of any 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 Organization and shall be final and binding on the parties if so agreed to as set forth in Section C, Paragraph 7 (a).

- (d) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Organization. Any other expenses incurred shall be paid by the party incurring same.

## GRIEVANCE PROCEDURE

(continued)

### D. Rights of Employees to Representation

1. Any party in interest may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative (s) selected or approved by the Organization. When an employee is not represented by the Organization, the Organization shall have the right to be present and to state its views at all stages of the grievance procedure.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Organization, or any other participant in the grievance procedure by reason of such participation.

### E. Miscellaneous

1. If, in the judgment of the Organization, a grievance affects a group or class of employees, the Organization may submit grievance in writing to the Business Administrator directly and the processing of such grievance shall be commenced at Level Two. The Organization may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two, Three, and Four 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 Organization. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C, paragraph 7 (c) of the ARTICLE.
3. 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 for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Business Administrator and the Organization and given appropriate distribution so as to facilitate operation of the grievance procedure.
5. 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

EMPLOYEE RIGHTS

- 3.1 Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Organization and its affiliates for the purpose of engaging in collective negotiations. The Board agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey of the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment.
- 3.2 Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey school laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- 3.3 Whenever any employee is required to appear before the Superintendent, the Business Administrator or their designees, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Organization present to advise him and represent him during such meeting or interview.
- 3.4 No employee shall be prevented from wearing pins or other identification of membership in the Organization or its affiliates.

## ARTICLE IV

### ORGANIZATION RIGHTS AND PRIVILEGES

- 4.1 The Board agrees to furnish to the Organization in response to its reasonable requests, all public information.
- 4.2 Whenever any representative of the Organization is required to participate during working hours in negotiations or grievance proceedings, he shall suffer no loss in pay.
- 4.3 The Organization shall have the right to use school buildings at reasonable hours for meetings with the approval of the building Principal. The Principal of the building in question shall receive requests in advance for the use of meeting facilities. Aforesaid approval shall not be unreasonably withheld.
- 4.4 The Organization shall have the right to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Organization shall pay for the reasonable cost of all materials and supplies incident to such use, and for any repairs necessitated as a result thereof.
- 4.5 One work location per building shall be reserved in a place to be designated by the supervisor at such work location, readily accessible to all members of the bargaining unit, for the posting of Organization notices and other material dealing with proper and legitimate Organization business. All such notices and material shall bear the signature of a responsible Organization official or shall clearly indicate that its issuer or publisher is the Organization. The bulletin board space shall be identified with the name of the Organization. The authorized representative of the Organization shall be the sole person empowered to post these materials on that board.
- 4.6 The Organization shall have the right to use the inter-school mail facilities and school mail boxes. Said facilities shall not be used for general distribution.
- 4.7 The rights and privileges of the Organization and its representatives as set forth in this Agreement shall be granted only to the Organization as the exclusive representative of the employees, and to no other organizations.

ARTICLE V

BOARD RIGHTS AND RESPONSIBILITIES

- 5.1 The Board, on its own behalf and on behalf of the citizens of the Borough of Ramsey, New Jersey, hereby retains and reserves unto itself, except as specifically limited by this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitution of the State of New Jersey, and of the United States.
- 5.2 The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of New Jersey and of the United States.
- 5.3 Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and the authority under R. S. 18A, School Laws of New Jersey, or any other national, state or county laws or regulations as they pertain to education.

ARTICLE VI

SALARIES AND HOURS OF WORK

6.1 The salaries of all employees covered by this Agreement are set forth in Appendix A.

Custodial Staff

\*6.2 The regular work week shall be forty hours. All hours over forty (40) hours in any one week or eight (8) hours in one day shall be paid at the following rate:

	1½ x employees hourly rate
Sundays	2 x employees hourly rate
Holidays	2 x employees hourly rate

1/2080th of annual salary shall constitute hourly pay.

6.3 When a pay day falls on or during a school holiday, vacation or weekend, employees shall receive their paychecks on the last previous working day.

6.4 Twelve month employees shall be paid in twenty-four (24) equal installments.

6.5 Matrons forty (40) hour work week shall be inclusive of half hour (½) lunch.

6.6 An employee assigned to another category shall be paid the hourly difference after five (5) days in this position if this position is in a higher category.

6.7 The Board will endeavor to establish a suitable substitute list for Custodians.

\*All overtime will be assigned by the immediate supervisor.

ARTICLE VII

TRANSFERS, REASSIGNMENTS AND PROMOTIONS

- 7.1 During the lifetime of this Agreement, the Administration shall post in each building openings and promotion positions. Said notices shall remain posted for a period of five (5) working days prior to the contracted filling of said opening or promotion.

ARTICLE VIII

VACANCIES AND NEW POSITIONS

- 8.1 Notice of all vacancies in Custodial positions shall be posted in each school by the Board Secretary within five days of:
- A. Official Board action vacating a position or creating a new position within the school system.
- 8.2 The notice shall be posted for five (5) work days and employees interested therein must submit a written application to the designated person on the notice within the aforementioned five (5) work day posting period to be considered for the vacancy. The notice shall state the name of the job and a short description of the same, and shall be given to the Organization President.
- 8.3 All such applicants shall be considered and will be given a reply to their application, and when appropriate, an interview within a reasonable period of time.



ARTICLE IX

EMPLOYEE FACILITIES

9.1

By the beginning of the 1980-81 (1981-82) (1982-83) school year, the following facilities shall be provided for all employees covered herein under Custodial Staff:

- A. Three (3) uniforms and cleaning service for each operation and maintenance employee.
- B. Allowance of \$115 shall be paid yearly to each groundsman and maintenance man and to foremen of both categories for outerwear. Said allowance shall be paid in two semi-annual installments.
- C. The Board will pay for shoes that may be ruined as the result of being assigned to work that is not his/her usual responsibility.

ARTICLE X

COMPLAINT PROCEDURE

- 10.1 A Liaison Committee consisting of five (5) members, two (2) members appointed by the Organization and two (2) members appointed by the Board and the Business Administrator, shall meet at the request of either party for the purpose of maintaining close communication on matters relating to policies, procedures, problems, practices, duties and responsibilities pertinent to the operation of the Ramsey School District. Agenda shall be formulated and exchanged between both parties at least five (5) school days prior to such meetings.

ARTICLE XI

LEAVES

- 11.1 The Board agrees to grant the following leaves for personal illness:

12 month employees - 12 days

All the above days which are not used shall accumulate without maximum limit.

The Board and the Organization agree that the personal illness program outlined above has been designed for use only when illness has made it inadvisable for the employee to attend work. In support of the above-mentioned provisions, the parties agree that when more than three (3) consecutive personal leave days are used, the employee may be required to present a signed medical certification attesting to the nature of his illness.

- 11.2 Temporary Leave

1. Employees shall be allowed one (1) personal business day without loss of pay in each school year.

This day may be taken for reasons as suggested below:

- a. Attendance at college graduation ceremonies of the employee, his child, or spouse.
  - b. Taking a dependent to or from college at the beginning or end of the academic year.
  - c. Funeral attendance for a relative or close friend, other than those noted elsewhere in this Agreement.
  - d. Observance of a religious holiday other than those provided for in Section B.2 of this Article.
  - e. Legal business other than that provided for elsewhere in this Agreement which cannot be conducted outside of school hours.
2. Employees shall be allowed up to two (2) days of each school year without loss of pay for the purposes of religion. Religious days may be taken only in cases wherein the specific nature of the religious observation prohibits the employee's working.

ARTICLE XI

LEAVES (continued)

11.2 Temporary Leave (continued)

The above mentioned days must be applied for in writing to the Superintendent, at least one (1) week prior to the day being taken. The Superintendent will notify the employee at least two (2) days prior to the day to be taken that the day has been granted.

3. Employees shall be allowed the time necessary to appear in any legal proceeding connected with their employment or with the school system or any other legal proceeding at which the employee's presence is required by New Jersey courts, without loss of pay.
4. Employees may be granted up to five (5) days at one time in the event of a serious illness to or the death of the employee's:
  - a. spouse
  - b. child
  - c. spouse of child
  - d. grandchild
  - e. grandparent
  - f. parent
  - g. parent of spouse
  - h. sibling
  - i. sibling of spouse
  - j. member of the immediate household
5. Time necessary for persons called into temporary active duty of any unit of the U. S. Reserves of the State National Guard shall be granted, provided such obligations cannot be fulfilled on days when school is not in session. An employee shall be paid his regular pay for a period of not more than two (2) weeks in addition to any pay which he receives from the state or federal government.
6. Upon request to the Superintendent, employees shall be granted a leave of absence for the purpose of being married. Said leave shall be granted without pay.

11.3 Extended Leave

1. Pregnant employees may apply for a leave of absence without pay. Upon request, such leave shall be granted at any time before the anticipated date of birth to continue for a reasonable period of time to a specific date following birth.
  - a. Maternity leave shall be granted subject to the following conditions:

ARTICLE XI

LEAVES (continued)

11.3           Extended Leave (Continued)

- (1) The employee shall notify the Superintendent of her pregnancy as soon as it is medically confirmed.
  - (2) A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
  - (3) Exact dates of the leave will be arranged as closely as possible to parallel opening and closing dates of school.
  - (4) A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before the employee is permitted to return from maternity leave.
- b. The employee's return date to employment may be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth or other related cause. However, the leave of absence granted a non-tenured employee hereunder shall not be extended beyond the end of the contract school year in which the leave is obtained.
- c. Except as provided above, no employee shall be barred from returning to duty after the birth of her child solely on the grounds that there has not been a time lapse between the birth and her desired date of return.
2. A leave of absence, without pay, of up to one (1) year shall be granted for the purpose of caring for a member of the employee's immediate family.
  3. All benefits to which an employee was entitled at the time his leave commenced shall be restored upon his return, and he shall be assigned the same position he held immediately prior to the commencement of said leave. Should, however, the assigned position be unavailable, the employee will be assigned to a substantially equivalent position.

11.4           All extension and/or renewals of leaves shall be applied for in writing and, if granted, shall be granted in writing.

ARTICLE XI

LEAVES (continued)

11.5 The terms of this Article in no way will be construed to limit or reduce the power of the Board to increase or expand "Leaves" should they deem said increase or expansion appropriate.

Notice of any and all increases or extensions of the provisions of this Article shall be communicated in writing to the Organization and said increases or expansion shall not be subject to the grievance procedure.

11.6 The Board and the Organization agree that even though the Board has the right to phone sick employees, it shall not use this right in an arbitrary and capricious manner.

ARTICLE XII

EMPLOYEE IMPROVEMENT

- 12.1 In an attempt to provide the most efficient and economical work force possible, the Board agrees:
- a. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, training sessions, or other such sessions which an employee is required and/or requested by the administration to take.
  - b. To cooperate with the Organization in arranging in-service courses, workshops, and programs designed to improve the quality of work performed by its employees.
  - c. To pay the full cost of tuition, registration fees, service fees, and laboratory fees of approved studies up to Two Hundred and Fifty (\$250.00) Dollars per year provided such study has been given prior approval by the Superintendent.

ARTICLE XIII

INSURANCE PROTECTION

13.1 The Board agrees to provide the same health benefits to members of the Organization as it provides for members of the Ramsey Teachers Unit.

Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Organization and the Board shall exert every effort to have the coverage include substantially all the benefits presently set forth by the New Jersey State Health Benefits Program, it being understood that the Board and the Organization will be bound by the available terms and conditions in implementing the above provisions insofar as they are made available by the insurance carrier or carriers.

13.2 The Board of Education shall provide Dental Plan Coverage for all Personnel and their dependents covered in this agreement. The same provisions as contained in the present Ramsey Teachers Association contract shall apply.



ARTICLE XIV

VACATIONS

- 14.1 Each employee shall be entitled to vacation with pay at the annual rate of pay such employees are receiving at the time such vacation is actually taken. The length of the vacation period is outlined in Schedule "C" attached herein.
- 14.2 Each employee shall have the right to begin and end his vacation at such times as the employee and the Business Administrator shall agree. Whenever possible, the employee's wishes relative to vacation schedule shall be granted.
- 14.3 The Board agrees that it is desirable to have matrons report to work on days when the schools are closed because of inclement weather. Should any of these employees be required to report on an inclement weather day, the employee shall be granted a compensatory day off.

ARTICLE XV

HOLIDAYS

- 15.1 Each employee shall be entitled to the specified holidays outlined in schedule "D" attached herein.
- 15.2 If any of the named holidays fall on a non-working day, the employee shall receive an extra day off.
- 15.3 If a holiday falls during an employee's vacation period, the employee shall receive an extra day off.

ARTICLE XVI

DEDUCTIONS FROM SALARY

- 16.1 The Board agrees to deduct from the salaries of its employees dues for the Organization of Building Services Personnel, the Bergen County Association, the New Jersey Education Association, or the National Education Association, or any one or any combination of such Associations as said employee individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NNEA 52:14-15) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Organization of Building Services Personnel by the 15th of each month following the monthly pay period in which deductions were made. The Organization treasurer shall disburse such monies to the appropriate association or associations.
- 16.2 Each of the associations named above shall certify to the Board, in writing the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

ARTICLE XVII

MISCELLANEOUS

- 17.1 The Board and the Organization agree that there shall be no discrimination and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or material status.
- 17.2 This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- 17.3 Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective 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. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.
- 17.4 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law but all other provisions or applications shall continue in full force and effect.
- 17.5 Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement during its duration, shall be controlling.
- 17.6 Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within thirty (30) 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.

ARTICLE XVII

MISCELLANEOUS

17.7 Newly appointed custodians shall serve a ninety-day (90) probationary period. Upon successful completion of the probationary period, the employee shall, for the purpose of seniority-based benefits, be deemed to have been employed as of day one of the probationary period.

17.8 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 telegram or registered letter at the following addresses:

1. If by Organization, to the Board of Education  
266 E. Main Street  
Ramsey, New Jersey

2. if by the Board, to Organization  
Board of Education  
c/o Mr. V. Mascitelli  
266 E. Main Street  
Ramsey, New Jersey  
Att: John Ott

ARTICLE XVII-a

SENIORITY

- A. Should any job positions in the district be eliminated, employees will be released only by "least senior" employee in the general job category (Matron-Custodian) first. Seniority for the purpose of this Article shall be deemed to be service in the District, in the job category (Matron-Custodian).

ARTICLE XVIII

DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of July 1, 1980 and shall continue in full force and effect through June 30, 1983, except that negotiations shall begin not later than November 1, 1979 over Salaries noted in Schedules A and B, Vacation Schedule C, Holiday Schedule D.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their respective corporate seals affixed hereto at Ramsey, New Jersey on this 22nd day of September 1980.

ORGANIZATION OF BUILDING SERVICES PERSONNEL

By John M. Carr  
President

Joseph A. Calkins  
Secretary

RAMSEY BOARD OF EDUCATION

By [Signature]  
President

[Signature]  
Secretary

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The longevity increment applies to all members of th

This clause is part of our contract and this informa  
page 30, page 32, and page 34 of our current contract



APPENDIX "A"

THE ORGANIZATION OF BUILDING SERVICES PERSONNEL

1980-81 SALARY GUIDE

<u>STEP</u>	<u>CUSTODIANS</u>	
1	\$ 9,100	Head Custodian: Elementary + \$1,300
2	9,395	M. S. Head Custodian and
3	9,695	Night Foreman + \$1,725 (all schools)
4	10,075	Head Custodian High School; + \$2,000
5	10,545	
6	11,015	
7	11,485	
8	11,955	
9	12,425	
10	13,040	

<u>STEP</u>	<u>MAINTENANCE &amp; GROUNDSMEN</u>	
1	\$ 10,100	Maintenance Class A + \$ 575
2	10,400	" Class B + \$ 325
3	10,700	Foreman + \$ 300
4	11,080	
5	11,550	
6	12,020	
7	12,490	
8	12,960	
9	13,430	
10	13,900	

APPENDIX "A"

THE ORGANIZATION OF BUILDING SERVICES PERSONNEL

1980-81 SALARY GUIDE

<u>STEP</u>	<u>MATRONS</u>
1	\$ 6,850
2	7,200
3	7,550
4	7,900
5	8,250
6	8,600
7	8,950
8	9,350
9	9,850
10	10,400

APPENDIX "A"

THE ORGANIZATION OF BUILDING SERVICES PERSONNEL

1981-82 SALARY GUIDE

<u>STEP</u>	<u>CUSTODIANS</u>	
1	\$ 9,800	Head Custodian Elementary + \$1,300
2	10,050	M.S. Head Custodian and Night Foreman + \$1,725
3	10,350	(all schools)
4	10,650	Head Custodian H.S. + \$2,000
5	11,100	
6	11,550	
7	12,050	
8	12,650	
9	13,225	
10	14,150	

<u>STEP</u>	<u>MAINTENANCE &amp; GROUNDSMEN</u>	
1	\$ 10,900	Maintenance Class A + \$ 575
2	11,150	" Class B + \$ 325
3	11,450	Foreman + \$ 300
4	11,850	
5	12,250	
6	12,650	
7	13,150	
8	13,750	
9	14,425	
10	15,150	

APPENDIX "A"

THE ORGANIZATION OF BUILDING SERVICES PERSONNEL

1981-82 SALARY GUIDE

<u>STEP</u>	<u>MATRONS</u>
1	\$ 7,530
2	7,730
3	8,030
4	8,380
5	8,780
6	9,180
7	9,580
8	10,080
9	10,580
10	11,230

APPENDIX "A"

THE ORGANIZATION OF BUILDING SERVICES PERSONNEL

1982-83 SALARY GUIDE

<u>STEP</u>	<u>CUSTODIANS</u>		
1	\$ 10,500	Head Custodian Elementary	+ \$1,300
2	10,765	M.S. Head Custodian and	
3	11,065	Night Foreman (all schools)	+ \$1,725
4	11,365	Head Custodian H.S.	+ \$2,000
5	11,765		
6	12,265		
7	12,765		
8	13,265		
9	14,065		
10	15,265		
<u>STEP</u>	<u>MAINTENANCE &amp; GROUNDSMEN</u>		
1	\$ 11,600	Maintenance Class A	+ \$ 575
2	11,900	" Class B	+ \$ 325
3	12,200	Foreman	+ \$ 300
4	12,600		
5	13,100		
6	13,600		
7	14,100		
8	14,600		
9	15,500		
10	16,300		

APPENDIX "A"

THE ORGANIZATION OF BUILDING SERVICES PERSONNEL

1982-83 SALARY GUIDE

<u>STEP</u>	<u>MATRONS</u>
1	\$ 7,830
2	8,070
3	8,370
4	8,770
5	9,170
6	9,670
7	10,170
8	10,670
9	11,170
10	12,270

APPENDIX "B"

VACATION SCHEDULE

Custodians & Matrons

One to five years' service.....	2 weeks
Six to eight years' service.....	3 weeks
Nine to 15 years' service.....	4 weeks
Sixteen or over years' service.....	5 weeks

New employees shall be entitled to one (1) day paid vacation each month worked prior to July 1st, with a maximum of ten (10) days vacation for ten (10) months.

APPENDIX "C"

HOLIDAY SCHEDULE

Custodian & Matrons

1. New Year's Day
2. Washington's Birthday
3. Good Friday
4. Memorial Day
5. Independence Day
6. Labor Day
7. NJEA Convention (2 days)
8. Thanksgiving Day
9. Friday following Thanksgiving Day
10. Christmas Day
11. One additional day for observance of Christmas Day or New Year's Day
12. One (1) additional floating holiday as scheduled for 1979-1980. Same shall continue for 1980-81; 1981-82; 1982-83.



APPENDIX "D"

SUPERVISION - REPORT TABLE

<u>TITLE</u>	<u>IMMEDIATE SUPERVISOR</u>	<u>STEP 1 IN GRIEVANCE PROCEDURE</u>
Custodian	Head Custodian	Supervisor of Building & Grounds
Matron	Head Custodian	Supervisor of Building & Grounds

## APPENDIX "E"

### GRADE DEFINITIONS - CUSTODIAL

#### Custodian

Opens buildings, does general cleaning; i.e., sweeping and dusting classrooms, corridors, offices and storerooms, etc. Operates incinerator, tends to trash removal. Operates cleaning machinery. Moves desks and chairs as required.

Holds Black Seal low pressure fireman's license. Able to provide heat and hot water supply. Report need of necessary janitorial tools, supplies, equipment and fuel to service and maintain the building to which he is assigned.

#### Plumbing repairs

Clearing waste lines and shutting off the necessary valves in the event of broken water lines. Replacement of flushmeters, washers, toilet seats and hardware, shower heads, tightening radiator couplings. Bleeding radiators on hot water heating systems, and other minor plumbing jobs of this type.

#### Carpentry Work

Minor repairs on wooden doors and window sash. Repairing existing wooden shelves.

#### Lock Repair

Lubrication and adjustment of locks, knobs, door checks, window latches, and door hinges.

#### Boiler Room Maintenance

Keep in clean and orderly manner, lubricate motors and pumps, clean strainers and nozzles on oil burners. Treating boiler feed water. Setting start and shut-off lugs on boiler time clocks. Familiar with pneumatic controls used for heating and ventilating.

#### General Work

Care of lawns and shrubs, painting (small areas), roof patching and sealing, replacing floor tile.

#### Head Custodian

Capable of performing all of the items listed under custodian.

Capable of supervising work crew of up to ten (10) men. Reporting of necessary work to be done by outside mechanics. Inspect work done by outside mechanics. Holds Black Seal In Charge Fireman's License.

Knowledge of grounds maintenance - (Lawns, playing fields).

APPENDIX "E" - Continued

GRADE DEFINITIONS - CUSTODIAL

Maintenance Man

Have at least three years' work experience in one of the following trades: heating, electrical, carpentry or plumbing. Capable of making minor repairs in all areas. Paints (small areas), performs preventative maintenance - greasing, lubricating and replacing motor and fan belts. Reports the amount of material - tools and equipment needed to maintain each building.

Grounds Keeper

Operates all equipment needed to care for lawns and grounds. Familiar with grounds maintenance (care of shrubs, feeding, cutting, seeding lawns), set up and mark playing fields for athletic events. Clean snow from walks, parking lots, etc. Work inside during the winter months servicing equipment and performing building maintenance and cleaning.

Working forman receives additional pay.

Matron

Service girls' washrooms and locker rooms. Clean offices and teacher's rooms. Clean tables in cafeteria. Clean glass in classroom and office doors. Dust hallway lockers, tiles and shelves. Clean wall marks and locker marks.

Black Seal Boiler License

All operational and maintenance personnel with the exception of matrons, shall within two years of their employment or the effective date of this contract, have successfully completed the appropriate program and acquired a Black Seal Boiler License.