

~~00000~~ 4-13045
01-99

WORKING AGREEMENT

BETWEEN

OAKCREST - ABSEGAMI WORKERS' ASSOCIATION

and

GREATER EGG HARBOR REGIONAL

BOARD OF EDUCATION

Custodial

JULY 1, 1974 - JUNE 30, 1976

EXHIBIT "C"

WORKING AGREEMENT

BETWEEN

OAKCREST - ABSEGAMI WORKERS' ASSOCIATION

and

GREATER EGG HARBOR REGIONAL

BOARD OF EDUCATION

JULY 1, 1974 - JUNE 30, 1976

TABLE OF CONTENTS

	Page No.
PRINCIPLES.....	1
ARTICLE I - RECOGNITION.....	1
ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT.....	1
ARTICLE III - GRIEVANCE PROCEDURE.....	2
ARTICLE IV - EMPLOYEE RIGHTS AND PRIVILEGES.....	4
ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES.....	4
ARTICLE VI - DAILY WORK HOURS AND SCHEDULES.....	5
ARTICLE VII - EMPLOYMENT PROCEDURES.....	6
ARTICLE VIII - REDUCTION IN RANK OR JOB CLASSIFICATION....	7
ARTICLE IX - PROMOTIONS.....	8
ARTICLE X - EMPLOYEE EVALUATION.....	8
ARTICLE XI - SICK LEAVE.....	9
ARTICLE XII - SALARIES.....	10
ARTICLE XIII - BOARD'S RIGHTS CLAUSE.....	11
ARTICLE XIV - TEMPORARY LEAVES OF ABSENCE.....	12
ARTICLE XV - INSURANCE PROTECTION.....	13
ARTICLE XVI - MISCELLANEOUS PROVISIONS.....	13
ARTICLE XVII - DURATION PERIOD.....	13
EXHIBIT A - SALARY SCHEDULE.....	15

PRINCIPLES

- A. This Agreement is negotiated in order to establish for its term the terms and conditions of employment of all members of the staff employed in the classifications set forth in Article I-A attached hereto and made a part hereof.
- B. The Board and the Association, the parties to the Agreement, accept the provisions of this Agreement as commitments which they will cooperatively and in good faith honor, support, and seek to fulfill.

ARTICLE I

RECOGNITION

- A. The Board of Education hereby recognizes the Oakcrest-Absegami Workers' Association (hereinafter called Association) as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all full-time custodial personnel employed by the Board, whether under contract or on Board approved leave, including:

Custodians, Grounds Keepers, and Maintenance Workers.

but excluding: Bus Drivers, bus garage mechanics and head custodian, and assistant head custodian (night supervisor).

- B. Definition of Employee

Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all non-professional employees represented by the Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and reference to male employees shall also mean female employees.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. On or before October 15, 1974, the Association shall meet with the Board of Education (or representatives thereof) in formal session to present all demands and to establish procedural ground rules for negotiations.

- R. Representatives of the Board and the Association shall begin negotiations prior to or during the first week of November. During the interim period between the date of submission of demands and the date of commencing of negotiations by the representatives, Association representatives shall meet as requested for the purpose of clarification of financial details and contractual meaning, together with the Business Administrator and Board representatives. Other appropriate personnel may be involved at the request of the Superintendent.
- C. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The Board shall make available to the Association upon reasonable request all information which is in the public domain.
- D. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party.
- E. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement 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.
- F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- G. 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.
- H. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- I. Whenever members of the bargaining unit are mutually scheduled by the parties here-to to participate during working hours in conferences, meetings or in negotiations respecting this collective bargaining agreement, they shall be given the opportunity to make up work time missed - this being accomplished to the satisfaction of the Board will result in no loss of pay for said employee.

ARTICLE III

GRIEVANCE PROCEDURE

- A. A grievance shall be defined as a misinterpretation, application or violation of

policies, agreements, and administrative decisions affecting the employees except that the term "grievance" shall not apply to any matter for which a method of review is prescribed by law.

B. 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 the intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment.

C. Procedure

1. 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.
2. A grievance, to be instituted under the provision of this Article III, must be in writing and given to the Superintendent within ten (10) work days after the grievant should have reasonably known of the event which occasioned the grievance.

3. Level One

An employee with a grievance shall first discuss it with his immediate supervisor Head Custodian and/or Assistant Head Custodian. If the employee is not satisfied with the decision of his immediate superior, the aggrieved person may proceed to discuss the grievance with the principal of his building, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

4. 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 ten (10) working days after presentation of the grievance, he may file the grievance in writing with the Business Administrator.

5. 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) working days after presentation of the grievance at this step, he may file the grievance, within five (5) working days after receipt of the disposition of the grievance by the Business Administrator, with the Superintendent.

6. Level Four

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) working days

after presentation of the grievance at this step, he may file the grievance, within five (5) working days after receipt of the disposition of the grievance by the Superintendent, with the Superintendent for transmittal to the Board of Education.

7. Level Five

The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a decision in writing within fifteen (15) working days after receipt of the grievance by the Superintendent for transmittal. In all cases the decision of the Board is final.

8. Any party in interest 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 at all stages of the grievance procedure.
9. No reprisals of any kind shall be taken by either party against any party in interest, any building representative, or any other participating in the grievance procedure by reason of such participation.

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

- A. 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.
- B. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- C. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information in the public domain which may be necessary for the Association to process any grievance.

- B. Representatives of the Association, the N.J.E.A. and the N.E.A. shall be permitted to transact official Association business on school property at all reasonable times, provided that it has been previously cleared by the District Office. Employees may be permitted to ring out and ring back in for official Association sponsored meetings, provided work time missed is made up at the end of the shift with no additional compensation.
- C. The Association shall have the right to use the Bulletin Board located in the time-clock-room with prior approval of the District Office.
- D. The rights and privileges of the Association and its representatives as set forth in this section of Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organization(s) representing any portion of the unit or potential member of the unit.

ARTICLE VI

DAILY WORK HOURS AND SCHEDULE

A. September - June

1. The work day shall consist of eight and one-half (8 1/2) hours including thirty (30) minutes uninterrupted lunch hour. Said lunch hour shall be taken as follows:

First shift	-	Between 12:30 and 1:30 P.M.
Second shift	-	Between 7:00 and 8:00 P.M.

Starting time of each shift shall be designated annually by the Board of Education not later than thirty (30) days prior to September 1 of each year.

2. In addition to thirty minutes uninterrupted lunch hour, each employee covered under this contract shall be entitled to a fifteen (15) minute coffee break. Said coffee break shall be taken as follows:

First shift	-	Between 9:30 and 10:00 A.M.
Second shift	-	Between 10:30 and 11:00 P.M.

3. Each work week shall consist of five (5) days except for bonafide Board approved holidays.

B. Summer Work Hours

1. The summer work schedule will begin on the first Monday immediately following the formal closing of school for students.

2. The summer work day for all employees covered under this contract shall consist of eight and one-half (8 1/2) hours including uninterrupted lunch hour and coffee break as detailed in Paragraphs 1 and 2 of Section A above. Starting time of the summer work day shall be designated by the Board of Education annually.
3. Each work week shall consist of five (5) days except for bonafide Board approved holidays.
4. Except as mutually agreed between parties, all employees will work the day shift during the summer work schedule.

C. Overtime

1. All work performed in excess of any work week of forty-two and one-half (42 1/2) hours shall be compensated at the rate of time and one-half in accordance with the Fair Labor Standards Act of 1938 as amended.
2. All overtime work shall be mutually agreed upon by the employee and immediate superior. In the event of an emergency, overtime assignments shall be made at the discretion of the Superintendent.

D. Clean-up Period

All employees shall be granted a maximum of ten (10) minutes prior to the end of the work shift in which to put away equipment and supplies and for the purpose of clean-up. Any employee utilizing clean-up time prior to this period will be referred for disciplinary action. Such period shall not be deducted from the work week calculation for overtime.

- E. A list of substitutes shall be maintained by the Board and a substitute shall be assigned if available whenever any regular employee is absent.

ARTICLE VII

EMPLOYMENT PROCEDURES

A. Placement on Salary Schedule

1. Adjustment to salary schedule

Each employee shall be placed on his proper step of the salary schedule as of July 1, 1974. Any employee employed prior to January 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

B. Resignation

1. An employee who is resigning from his position shall be required to give two weeks (14 days) notice to the District Office.
2. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice (14 days) has not been given.
3. If the full two-week notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose ten (10) full working days shall be used in calculating the amount of notice given by the employee.

C. Notification of contract and salary

Employees shall be notified of their contract and salary status for the ensuing year no later than May 15th.

D. Assigned Duties

All custodian assignments covered by this contract will be determined by the District Office and/or its designee (Head Custodian and/or Assistant Head Custodian.)

E. Transporting Students

1. Employees shall not be required to transport students in their own vehicles. An employee may do so voluntarily; however, with the advance approval of his building supervisor.

ARTICLE VIII

REDUCTION IN RANK OR JOB CLASSIFICATION

- A. Employees shall not be reduced in rank or job classification without just cause.
- B. Any employee reduced in rank or job classification, regardless of compensation, may request and receive from the Superintendent or his designee reasons for such reduction not later than fifteen (15) working days following receipt of such request.
- C. Any reduction in rank or job classification, regardless of compensation, shall be subject to the grievance procedure (Article III).

ARTICLE IX

PROMOTIONS

A. Positions Included

Promotional positions are defined as any position paying a salary differential and/or positions on the supervisory levels of responsibility.

- i. Whenever a vacancy occurs or a new position is created, a notice shall be posted on the custodians bulletin board stating the vacancy and requirements for said vacancy or promotion position and indicating the closing date for accepting applications. Employees who desire to apply for such vacancies shall submit their application in writing, to the Superintendent of Schools within the time limit specified in the notice.

B. Criteria for Notice

The qualifications for the position, its duties, and the rate of compensation shall be clearly set forth in the notice posted on Custodian's bulletin board.

C. Decision

In filling such vacancies, preference shall be given to qualified employees already employed by the Board and when all other factors are substantially equal, as determined by the Superintendent of Schools, length of time in the District shall be the deciding factor.

All decisions of the Board of Education to fill vacancies are final and not subject to the grievance procedure.

Final appointment shall be posted on the custodian's bulletin board as soon after the monthly Board meeting as is practicable.

ARTICLE X

EMPLOYEE EVALUATION

A. General Criteria

1. All monitoring or observations of the work performance of an employee shall be conducted openly by members of the Administrative staff, Head Custodian, and/or Assistant Head Custodian. The use of eavesdropping, public address, cameras, audio system, and similar surveillance devices shall not be used.

2. Copies of Evaluation

An employee shall be given a copy of any visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the Janitor's file or otherwise acted upon without the employee having an opportunity for a conference with the evaluator.

B. Personnel Records

An employee will be permitted to read and initial any letter of a negative or disciplinary nature which may be used to evaluate him prior to placing same in his personnel file. This signature in no way indicates agreement with the contents thereof. An employee may write a statement, not to exceed one typed page, expressing his point of view in regards to the above negative or disciplinary action, provided this statement is written and filed with Superintendent within ten (10) working days after the employee was permitted to read and initial the original letter(s) of a negative or disciplinary nature.

C. No separate file

The Board of Education shall establish only one (1) official personnel file for each employee.

ARTICLE XI

SICK LEAVE

A. Accumulative

As of July 1, 1974, all employees shall be entitled to eleven (11) sick leave days each calendar year as of the first official day of said school year. Unused sick leave days shall be accumulated from year to year.

B. It shall be considered notification of sickness to have contacted the Head Custodian and/or his representative in accordance with posted policy. Such notice shall not be less than two (2) hours before the intended work shift. Failure to duly notify the Head Custodian and/or his designee in accordance with the above shall constitute grounds for disciplinary action.

C. Lateness to Work

Repeated lateness to work shall be grounds for dismissal.

D. Time Clock Procedure

Employees must punch their own time cards upon arrival to work as well as upon leaving the building. In no case will a time card of an employee be punched by any other employee in this unit. Failure to comply strictly with this procedure shall constitute grounds for dismissal.

ARTICLE XII

SALARIES

A. Salary Schedule

The salary of each employee covered by this Agreement is set forth in Schedule "A" which is attached hereto and made a part thereof.

B. Method of Payment

1. Twelve (12) month

Each employee employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.

2. When a pay day falls on a bonafide Board approved holiday or a weekend, employees shall receive their pay checks on the last previous working day.

C. When a member of the custodial unit is required by the Board of Education to assume the duties of head custodian, an extra duty stipend in the amount of \$10.00 per day shall be paid to said member.

D. As of July 1, 1974, all employees shall be placed on their proper step of the guide as set forth in Schedule "A".

E. Procedure for Withholding Employment or Adjustment Increments

The Board of Education believes that each employee in this unit will continually strive to improve his performance. Employment or adjustment increments may be withheld in whole or in part for inefficiency or other just cause related to the performance of duties and only in accordance with the following:

1. The salary increments specified in this guide are not automatically granted, but are conditioned upon the recommendation of the Superintendent.

2. Each employee shall be apprised of the results of any evaluation by his immediate supervisor. In the event a deficiency (ies) is detected, specific

recommendations to overcome same shall be made by the supervisor. In no case will the Board of Education through the Superintendent be informed of the recommendation to withhold a custodian's increment or part thereof before the elapsed time of thirty days prior thereto and in no case later than April 30. A written summary of the review and recommendation shall be provided to the employee.

3. Should there be a recommendation of the immediate supervisor that a salary increment be withheld, the business administrator shall notify the employee and provide him with a reasonable opportunity (not to exceed 10 school days), to speak in his own behalf.
4. Should the business administrator, following his hearing with the employee, concur in the decision to recommend withholding, he shall state his reasons for so doing and forward same to the superintendent for presentation to the Board of Education.
5. The Board of Education reserves the right to accept or reject any recommendation to withhold a salary increment. The superintendent must also show to the satisfaction of the Board that the standards by which the employee has been evaluated are not exceptional or unusual and are expected of all employees in a similar classification.
6. Prior to voting on a recommendation to withhold a salary increment, the Board shall offer the employee the right to a judicial hearing before said body. The employee also has the right under law to appeal a decision of the Board to the Commissioner of Education.
7. Any employment increment or adjustment increment or part thereof under this provision shall be restored the following year unless the procedures set forth in this provision are followed once again, in which case the increment or increments, previously withheld and any additional increments which may be due may be withheld in whole, or in part.

ARTICLE XIII

BOARD'S RIGHTS CLAUSE

- A. Except as otherwise specified in this Agreement, the Association recognizes that the Board has responsibility and authority to manage and direct, in behalf of the public, all of the operations and activities of the school district to the full extent authorized by law.
- 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 grievances and any effect thereof shall have

been fully determined.

- 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 is forbidden to waive any rights or powers granted by its law.

ARTICLE XIV

TEMPORARY LEAVES OF ABSENCE

As of July 1, 1974, employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year.

Absences

a. Personal Leave

With the approval of the Superintendent, an employee may be granted for personal reasons other than personal illness, two days of absence from regularly scheduled duties within the annual school calendar as approved by the Board of Education.

These two days of absence, when approved, shall be granted without loss of salary.

Any days not utilized by an employee in any one contractual year shall not be accumulative and shall not be carried over to the next contractual year.

b. Death in Immediate Family

With the approval of the Superintendent, an employee may be granted days of absence, without loss of salary due to death in the staff member's immediate family.

The number of days of absence granted shall be determined by individual circumstances, and shall not be deductible from the two days of personal leave as defined above in section "a".

"Immediate family" shall be defined as the employee's:

- (1) Husband or wife
- (2) Children
- (3) Father and mother
- (4) Brother and sister
- (5) Father and mother-in-law

ARTICLE XV

INSURANCE PROTECTION

The employees covered by this Agreement will receive 100% Blue Cross-Blue Shield; Major Medical, Rider J, family rate where applicable. The District shall pay the full cost of these plans including increases required to maintain full coverage during Tenure of the Agreement.

ARTICLE XVI

MISCELLANEOUS PROVISIONS

A. Savings Clause

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on February 12, 1974 to employees covered by this Agreement 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, replace, nor otherwise detract from any employees benefit existing prior to its effective date.

B. Printing

Copies of this Agreement shall be printed at the expense of the Board. The Agreement shall be presented to all employees now employed, hereafter employed or considered for employment by the Board.

C. Injuries

All employees shall immediately report all injuries no matter how slight suffered by them in connection with their employment to their superior.

ARTICLE XVII

DURATION PERIOD

The Agreement shall be effective as of July 1, 1974 and shall continue in effect until June 30, 1975 subject only to the Association's right to negotiate the following no later than October 15, of each year as defined in Article II above:

1. Salary re-opener
2. Two narrative re-openers

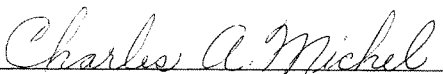
This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

Witness

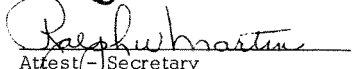
In witness thereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.



President - Board of Education



President - Workers' Association



Attest - Secretary

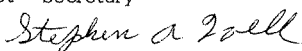
Attest - Secretary


EXHIBIT "A"

SALARY SCHEDULE
 JULY 1, 1974 to JUNE 30, 1975

<u>Years</u>	<u>Custodian</u>	<u>Groundskeeper</u>	<u>Maintenance</u>
0	5,700	5,700	6,700
1	5,900	5,900	6,900
2	6,100	6,100	7,100
3	6,300	6,300	7,300
4	6,500	6,500	7,600
5	6,700	6,700	7,900
6	7,000	7,000	8,300

ANY CUSTODIAN HOLDING A VALID FIREMAN'S LICENSE,
 ASSIGNED BY THE HEAD CUSTODIAN AS FIREMAN ON DUTY
 FOR ANY SHIFT, SHALL RECEIVE \$2.00 PER DIEM IN ADDI-
 TION TO HIS CONTRACTUAL SALARY.

