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RUTGERS UNIVERSITY

A G R E E M E N T

between the

Belmar Custodian's Association

and the

Board of Education of Belmar

for the period commencing July 1, 1974

and ending June 30, 1975

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1975

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T A B L E O F C O N T E N T S

<u>ARTICLE</u>		<u>Pages</u>
I	Principles.....	1
II	Recognition.....	2
III	Negotiation of Successor Agreement.....	3
IV	Grievance Procedure.....	3
V	Employee Rights.....	7
VI	Association Rights and Privileges.....	9
VII	Salary and Hours of Work.....	10
VIII	Vacancies and New Positions.....	10
IX	Employee Facilities.....	11
X	Sick Leave.....	12
XI	Temporary Leaves of Absence.....	12
XII	Employee Improvement.....	13
XIII	Insurance Protection.....	13
XIV	Vacations.....	14
XV	Holidays.....	14
XVI	Evaluation Procedure.....	14
XVII	Deductions from Salary.....	15
XVIII	Miscellaneous.....	16
XIX	Duration.....	16
Appendix A	Unit Definition.....	18
Appendix B	Salary Schedules.....	19
Appendix C	Vacation Schedule.....	21
Appendix D	Minimum Clothing Requirement.....	22
Appendix E	Holiday Schedule.....	23

PREAMBLE

This agreement is made and entered into on this _____ day of _____, 1974, by and between the Board of Education of Belmar, New Jersey, hereinafter referred to as the "Board," and the Belmar Custodian's Association, hereinafter referred to as the "Association."

ARTICLE I

PRINCIPLES

- Section 1 This agreement is negotiated in order to establish the terms and conditions of employment of all members of the staff employed in the classifications set forth in Appendix "A" attached hereto and made a part hereof which members shall hereinafter be referred to as "employees" or "custodians".
- Section 2 The Board and the Association recognize the importance of orderly, just and expeditious resolution of disputes which may arise as to proper interpretation of implementation of this agreement, or of policies or regulations of the Board and accordingly herein agree upon a grievance procedure for the effective processing of such disputes.
- Section 3 The Board and the Association, the parties to the Agreement, accept the provisions of this Agreement as commitments which they will co-operatively and in good faith honor, support, and seek to fulfill.
- Section 4 The provisions of this agreement will constitute a binding obligation of the parties for the duration hereof or until changed by mutual consent in writing. Any previously adopted policy, rule or regulation of the parties which is

in conflict with a provision of this Agreement shall be superseded and replaced but only to the extent of such conflict. All other policies, rules or regulations shall remain in full force and effect.

ARTICLE II

RECOGNITION

Section 1 The Board agrees to and hereby does recognize the Association as the sole and exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and condition of employment on behalf of all employees in the classifications set forth in Appendix "A" attached hereto and made a part hereof.

Section 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.

ARTICLE III

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over an Agreement in accordance with Chapter 303 Public Laws 1968 in a good faith effort to reach agreement on the terms and conditions of employees' employment. Such negotiations shall begin not later than October 1, of the calendar year preceding the year in which this agreement expires. Any agreement so negotiated shall be reduced to writing, be signed by the Board and the Association.
- B. 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.
- C. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- D. Subject to the provisions of Chapter 303, Laws of New Jersey, the Board agrees not to negotiate concerning terms and conditions of employment of said employees in the negotiating unit as defined in ARTICLE 1 of this agreement, with any organization other than the Association for the duration of this Agreement.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definition

A "Grievance" shall mean a complaint by any person covered by this

Agreement or the Association as to its rights in this Agreement of the Belmar Public School System that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of an established policy, agreement, or administrative decisions governing the employee except that the term "Grievance" shall not apply to any matter for which a method of review is prescribed either by law or any rule or regulation of the State Commissioner of Education. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of the time he should reasonably be expected to be aware of its occurrence.

- B. 1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- (b) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
2. Any employee who has a grievance shall discuss it first with the head custodian in an attempt to resolve the matter informally at that level.
3. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days he shall set forth his grievance in writing to his superior specifying:
 - (a) the nature of the grievance.
 - (b) the nature and extent of the injury, loss or inconvenience.
 - (c) the results of previous discussions.

(d) his dissatisfaction with decisions previously rendered.

(e) the relief which is sought.

The principal shall communicate his decision to the employee in writing within three (3) school days of receipt of the written grievance.

4. The employee, no later than five (5) school days after receipt of the superior's decision, may appeal the superior's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the superior 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 ten (10) school days. The Superintendent shall communicate his decision in writing to the employee and his superior.
5. If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education no later than five (5) school days after receipt of the Superintendent's decision. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.
6. If the decision of the Board does not resolve the grievance to the satisfaction of the employee and the Association wishes review by a third party, they shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision.

7. The following procedure will be used to secure the services of an arbitrator:

- (a) A joint request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- (b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.
- (c) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

C. Rights of Employees to Representation

1. 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.
2. When an employee is not represented by the Association in the time of submission of the grievance to the Board of Education at the fifth (5th) step of the grievance procedure, the Association will be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.
3. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting his appeal with respect to his personal grievances.

D. Costs

1. Each party will bear the total cost incurred by themselves.

2. The fees and expenses of the arbitrator are the only costs which will be shared by the Board and the Association and such costs will be shared equally.

E. Miscellaneous

1. Forms for filing grievances shall be prepared by the Superintendent. The Association shall submit its recommendations with respect to the format.
2. All meetings and hearings under this procedure shall be conducted in private, except as may be required by law, and shall include all parties in interest, and their designated or selected representatives.

ARTICLE V

EMPLOYEES RIGHTS

- A. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee 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 directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968 or other laws of New Jersey or 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 covered by this Agreement by reason of his membership in the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employ-

ment.

- B. 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.
- C. No employee shall be disciplined 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.
- D. No employee shall be prevented from wearing Association pins or other similar identification of membership in the Association or its affiliates, providing the wearing of such identification does not cause any disruption to the functioning of the school.
- E. Whenever any employee is required to appear before the Board of Education or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position 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 person of his own choosing present to advise and represent him during such meeting or interview.
- F. Any employee shall have the right upon written request to review the contents of his personnel file and to receive copies at Board expense of any document contained therein.
- G. All employees shall be notified of their contract status not later than the April Board meeting. This notice requirement shall not be construed to affect any tenure rights to the employee not having the same, nor shall the failure of notice grant to the employee any other rights not already existing by virtue of this agreement, or the contract executed by the employee in connection with his

employment. The Board reserves the right to dismiss any employee in accordance with the terms of his or her contract.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

- Section 1 The Board shall, upon request by the Association President, make known to the President when and where information is available that the Board is required by law to release to the public.
- Section 2 The Association and its representatives may have the right to use the school building at reasonable hours for meetings provided permission has been granted by the Superintendent or his designee.
- Section 3 The Association shall have exclusive use of the bulletin board in the custodian's work location. Copies of all material to be posted on the Board shall be given to the Superintendent.
- Section 4 The Association may use the school mail boxes in a reasonable manner with the permission of the Superintendent, provided that distribution of materials through the mailboxes will be effected by the Association.
- Section 5 United States mail addressed to building representatives received in the building will be placed in their mailboxes.
- Section 6 Upon proper written application, the Board may in its absolute discretion grant a leave of absence with pay to members of the Association to attend Association conferences or conventions.
- Section 7 The rights and privileges of the Association and its represen

tatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other organizations.

ARTICLE VII

SALARY AND HOURS OF WORK

- Section 1 The salaries of all employees covered by this agreement are set forth in Appendix "B".
- Section 2 The regular work week shall be 40 hours, excluding a one hour lunch period each day, except for night shift custodians whose regular work week shall be 35 hours. All hours over the regular work week and/or the regular work day shall be paid at the overtime salary rate outlined in Appendix "B".
- Section 3 Each employee, if requested, may elect to have ten percent (10%) of his monthly salary deposited with the Monmouth-Ocean Teachers Federal Credit Union.
- Section 4 Twelve-month employees shall have the option of being paid in twenty-four (24) semi-monthly installments, or in twelve (12) monthly installments.
- Section 5 When a pay day falls on or during a school holiday, vacation, or weekend, employees shall receive their pay checks on the last previous working day.

ARTICLE VIII

VACANCIES AND NEW POSITIONS

- Section 1 The Board will make every attempt to fill any vacancies created in custodial positions as soon as possible.
- Section 2 Whenever possible, applicants who have acquired experience,

skill and ability to do the work required in the job without training shall be given preference.

Section 3 The Board shall determine the qualifications and abilities of the applicants who apply.

Section 4 The Board shall have the right to require applicants to undergo a complete physical examination by a physician at the expense of the Board before any applicant is hired.

ARTICLE IX

EMPLOYEE FACILITIES

Section 1 For the 1974-75 school year, the following facilities shall be provided for all employees covered herein:

- A. A clothing allowance in the sum of \$100 per year for each custodian. The allowance shall not be made by payment in cash but rather shall be in the form of a credit arrangement made by the Board Secretary with a store or supplier whereby the Board will assume responsibility for the payment of clothing bills not to exceed \$100 per employee, and provided further that each employee utilizes the allowance to first purchase the minimum quantities of clothing as set forth in Schedule D which is annexed hereto and made a part hereof. Each employee shall be responsible to maintain all clothing in a clean and presentable condition at his or her expense. The clothing purchased with the allowance shall be worn in lieu of street clothes during all normal working hours whenever possible.
- B. A private telephone facility with intercom apparatus installed in the Custodian's office to make it possible to reach the Board Secretary's office and the Superintendent's office. The telephone shall be limited to use by the custodians for Board business. The custodians shall have the right to secure the phone against use by other persons. The Board shall have the right to have the telephone removed if there are any abuses in the use thereof.
- C. Up to a maximum of \$50.00, any sums remaining in the

clothing allowance for the 1973-74 contract year may be utilized by the employee having any such sums remaining along with the \$100.00 allowance for the 1974-75 contract years provided, however, that the carry over sums shall be utilized in accordance with the terms and conditions of this agreement applicable to the \$100.00 1974-75 allowance.

ARTICLE X

SICK LEAVE

- Section 1 All employees shall be allowed sick leave with full pay for twelve (12) days in any year. Unused sick leave shall be accumulative from year to year with no maximum limit.
- Section 2 Any employee who has been absent for three or more consecutive school days must submit a medical certificate from the attending physician stating such reasons for absence.

ARTICLE XI

TEMPORARY LEAVES OF ABSENCE

- Section 1 As of July 1, 1974, employees shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year:
- A. Three (3) days personal leave, at the discretion of the Superintendent, or his designee, may be allowed to the employee. Provisions for religious holidays are included in this area. Employees must notify the Superintendent, or his designee, in writing, in advance of day requested, stating the reason for the request, unless it is mutually deemed to be an emergency.
 - B. Time necessary for appearances in any legal proceeding connected with the employee's employment, with the school system or in any other legal proceeding if the employee is subpoenaed to attend.

- C. Upon the death of a member of the immediate family of the employee, said employee shall be granted five (5) consecutive days leave without deduction of pay. Immediate family shall be interpreted as meaning: Husband, wife, children, mother, father, mother-in-law, father-in-law, sister, brother, grandmother, grandfather, others residing in the same domicile at the time of death or illness. Upon death of a relative outside the immediate family, each employee shall be allowed an absence of one (1) day without deduction of pay.
- D. A leave of absence of up to five (5) days without pay may be granted to an employee at the time of his or her marriage. Application should be made to the Superintendent

ARTICLE XII

EMPLOYEE IMPROVEMENT

In an attempt to provide the most efficient and economical work force possible, the Board agrees to compile a list of available substitute custodians which the Board will utilize as it deems necessary.

ARTICLE XIII

INSURANCE PROTECTION

Section 1 The Board shall pay the full premium, including family coverage, for each custodian under contract for the following:

Blue Cross

Blue Shield

Rider J

Major-Medical Coverage

Section 2 The Board shall select the appropriate carrier.

Section 3 The Board shall provide to each employee any information rela-

tive to the policy which is provided by the carrier.

Section 4 The Board shall give each employee the option to have the cost of income protection insurance coverage with Washington National Insurance and/or contributory life insurance deducted from his salary.

ARTICLE XIV

VACATIONS

Section 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.

Section 2 Each employee will be given any regular pay check that will come due during his vacation on the last working day prior to taking his vacation provided that such employee has notified the Board Secretary at least five (5) days prior to the day next preceding the last day before the commencement of vacation of the employee's desire to have the pay check on that day.

Section 3 The Head Custodian shall submit a vacation schedule for all employees to the Superintendent for his approval prior to May 15 of each year.

ARTICLE XV

HOLIDAYS

Section 1 Each employee shall be entitled to the specified holidays outlined in Appendix "E" attached herein.

ARTICLE XVI

EVALUATION PROCEDURE

Section 1 An employee shall have the right to see his personnel file, and

shall have the right to a copy of all documents which might be pertinent to an evaluation, if he requests copies thereof.

Section 2 If derogatory reports or materials are to be retained for other than investigation, the employee shall be shown the reports or letters, and given the opportunity to file a written answer to such material. This answer will be placed along with the derogatory material in the employee's file. If the material is not to be retained, it shall be destroyed by the Superintendent.

Section 3 In the event an employee is discharged, he may request a meeting with the Board to express his views as to his discharge but this section shall in no way be construed to grant to such an employee any right to a statement or charges or reasons for his dismissal or any right to a hearing in connection with such dismissal.

ARTICLE XVII

DEDUCTIONS FROM SALARY

Section 1 The Board agrees to deduct from the salaries of its employees dues for the Association, the Monmouth County Education Association, the New Jersey Education Association or the National Education, 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 (NJSA 52:14-15.9e) and under rules established by the State Department of Education.

Section 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.

Section 3 Each employee has the option to pay said dues in one payment, rather than have membership dues deducted from his salary, if he so desires.

ARTICLE XVIII

MISCELLANEOUS

Section 1 Copies of this Agreement shall be reproduced 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 or hereafter employed.

Section 2 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 telegram or registered letter at the following addresses:

1. If by Association, to Board at 1101 "F" Street,
Belmar, New Jersey, 07719
2. If by Board, to Association at 304-15th Avenue,
Belmar, New Jersey, 07719

ARTICLE XIX

DURATION

Section 1 The provisions of this Agreement shall be effective retroactively from July 1, 1974, and shall remain in full force and effect until June 30, 1975, subject to the right of the Board and

Association to negotiate for a modification of this Agreement
as provided in Article III of said Agreement.

BELMAR BOARD OF EDUCATION

By Michael J. Fone
Its President

By Mary C. Tucker
Its Secretary

BELMAR CUSTODIANS' ASSOCIATION

By Lucia Sese
Its President

By William M. Gorn
Its Secretary

APPENDIX "A"

UNIT DEFINITION

1. Head Custodian - Maintenceman (with certification)
2. Custodian (with certification)
3. Custodian (without certification)

APPENDIX "B"

SALARY GUIDE

<u>Years</u>	<u>Custodian Without Certification</u>	<u>Custodian With Certification</u>	<u>Head Custodian Maintenceman</u>
1	\$6,100	\$6,750	\$8,000
2	6,300	6,800	8,150
3	6,500	7,150	8,350
4	6,700	7,850	8,450
5	6,900	8,050	8,500

1. Custodian working the night shift will work from 3 p.m. to 10 p.m. with a paid lunch of one (1) hour.
2. Any custodian who has completed fifteen (15) or more years service shall be entitled to receive the additional sum of \$200 for the 1974-75 contract year only which shall be added to the salary otherwise due and which shall be payable in the same manner as said salary
3. Regular Overtime - One and a half of individual custodian's hourly rate of pay.
Emergency, Sundays, and Holidays - double time of individual custodian's hourly rate of pay. A minimum of one (1) hours pay (time and one-half and/or double time) for any overtime less than one (1) hour. Any overtime over one hour shall be paid pro-rata for actual time worked.
5. For the year of July 1, 1974 to June 30, 1975 only, Lucia Sepe shall be paid an additional sum of \$200 which shall be added to her salary otherwise due and which shall be payable in the same manner as said salary. The \$200 additional salary has been requested by the Asso-

ciation to correct an error which the Association made in allocating the funds provided by the Board for raises during the 1973-1974 contract year. It is stipulated that, but for the special allocation of this \$200 to Mrs. Sepe, the said \$200 would have been distributed among the employees as part of the total salary raise. It is therefore specifically limited to the 1974-1975 contract year.

APPENDIX "C"

VACATION SCHEDULE

<u>Length of Uninterrupted Service</u>	<u>Vacation Time</u>
One (1) year of service to five (5) years	2 weeks
Five (5) years of service to ten (10) years	2 weeks 3 days
Ten (10) years of service to fifteen (15) years	3 weeks
Fifteen (15) years of service to twenty (20) years	3 weeks 3 days
Twenty (20) years or more years of service	4 weeks

APPENDIX "D"

MINIMUM CLOTHING REQUIREMENTS

Female Custodian

Three (3) dress uniforms
Three (3) pant suit uniforms
Five (5) pairs stockings

Male Custodians

Five (5) short or long sleeve shirts
Five (5) uniform pants

Both Female and Male Custodians

One (1) each rain outfits
One (1) each pair working gloves
One (1) each pair working shoes
One (1) each work jackets
One (1) each name plates for uniforms

During the summer months, or at such time when school is not in session, the custodians may utilize Bermuda shorts, provided they are all uniform. At no time shall the custodians work without wearing safety shoes.