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~~THIS DOES NOT~~
CIRCULATE

03-26

AGREEMENT BETWEEN

the

BOARD OF EDUCATION OF NORTH HANOVER TOWNSHIP

and the

NORTH HANOVER CUSTODIAL AND MAINTENANCE ASSOCIATION

1980 - 1983

Burlington

LIBRARY
Institute of Management and
Labor Relations

1980

RUTGERS UNIVERSITY

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ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the sole and exclusive representative for negotiations of terms and conditions for employment in accordance with the provisions of Chapter 123, P.L. 1974 for:

Custodians
Maintenance Mechanic

but excluding head custodian and all other job classifications not listed above.

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

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. In accordance with and to the extent required by Chapter 123, P.L. 1974 the Board shall negotiate proposed changes in terms and conditions of employment prior to implementation.
- B. By October 15 of the year prior to expiration of this agreement, the Board and Association agree to initiate negotiations in a good faith effort to reach agreement on matters of wages and terms and conditions of employment. Any agreement so negotiated shall apply to all members of the bargaining unit and shall be reduced to writing and signed by the parties.
- C. Negotiations shall commence at a mutually satisfactory place, and both parties shall make proposals and counterproposals in a good faith effort to reach agreement. Either party may utilize the services of a consultant if it so desires. During negotiations the Board shall make available to the Association salary and insurance data concerning members of this bargaining unit and other data in the public domain.
- D. 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.

ARTICLE III
GRIEVANCE PROCEDURE

- A. A grievance shall mean a claim of injury by an employee because of a violation, misinterpretation or inequitable application of this Agreement or adopted Board policies.
- B. 1. 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 the welfare or terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. 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 have the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.
- C. Procedure
1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
2. Level One - Informal An employee with a grievance may first discuss it with his principal or other immediate supervisor with the object of resolving the matter informally. Initiation of this step must occur within five (5) working days of the alleged event which caused recourse to this grievance procedure.
3. Level Two - Formal If the grievance is not resolved at the informal step, then the employee must initiate his grievance formally in writing to the Superintendent of Schools within ten (10) working days of the alleged event which precipitated his grievance. The Superintendent shall respond in writing within another ten (10) working days.
4. Level Three - Formal If the Superintendent does not respond within the required time limit, or if the grievant is not satisfied with the response, then the grievant may appeal in writing to the Board of Education within five (5) working days. The Board shall schedule a hearing within fifteen (15) calendar days, hear the grievant's allegation and shall decide the issue and respond to the grievant in writing within five (5) work days after the Board hearing. The determination of the Board shall be final and binding concerning the matter grieved.

D. Rights of Employees to Representation

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

E. Miscellaneous

1. If in the judgment of the Association, a grievance involves employees from more than one school, then such grievance must be initiated with the Superintendent at Formal Level Two.
2. 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.
3. 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.
4. Failure by an employee to adhere to the specified time limits shall constitute a bar to further appeal, and failure by the administration at Level One - Informal, or Level Two - Formal, shall allow the grievant to proceed to the next step of the grievance procedure.

ARTICLE IV

RIGHTS OF THE PARTIES

- A. Pursuant to Chapter 123, Public Laws of New Jersey each employee shall have the right to freely join, or not join, the Association and its affiliates for purposes of negotiations. Neither party to this Agreement shall coerce or deprive employees of these statutory rights.
- B. Nothing contained herein shall be construed to deny any employee other such rights as he may have under applicable law.
- C. No employee shall be disciplined or discharged without just cause.
- D. It is specifically understood by both parties to this Agreement that the Board reserves to itself all authority and rights not specified herein.

- E. Whenever any employee is required by the Board to appear before it in a disciplinary hearing, then such employee shall be entitled to a representative of the Association to advise and represent him, and he shall be given prior written notice of the reasons for such disciplinary hearing by the Board.
- F. Upon receiving permission, representatives of the New Jersey Education Association shall be permitted on school property at reasonable times when necessary to assist in administration of this Agreement. Such permission shall not be unreasonably withheld.
- G. Whenever an employee is required by the Administration or Board to be in attendance at a meeting during regular working hours, he shall suffer no loss in pay because of such attendance.
- H. The Board shall grant use of a school building for Association meetings subject to Board policy for such use, and providing that such meeting and usage shall not interfere with school operations and community usage.

ARTICLE V

WORK SCHEDULE

- A. Daily Work Hours
 - 1. Work shift eight (8) hours of work, exclusive of thirty (30) minute lunch period shall constitute the day work shift. Eight (8) hours of work, inclusive of a thirty (30) minute meal period shall constitute the night work shift. All employees shall be scheduled to work on a regular shift and shall be advised of a regular starting and quitting time. No shift change shall be made without first consulting the employee concerned.
 - 2. Overtime at the rate of time and one-half shall be paid for all work beyond the regular daily work shift and for work beyond forty hours in a work week.
- B. Vacations shall be subject to approval by the administration. As a trial arrangement, subject to approval by the Superintendent or his designee, employees with more than ten (10) years of service may utilize one week of vacation, a day at a time between September 1st and June 30, provided ten (10) calendar days are given as advance notification and approval secured in writing, and the employee subject to recall for emergencies.

Completed Years of Satisfactory Service

Up to 1 year10 days prorated
Over 1 year through 10 years	10 days
Over 10 years to 20 years	15 days
Over 20 years	20 days

C. Holidays

Independence Day

Labor Day

Columbus Day

Veterans' Day

Thanksgiving Day and the Day after

Christmas Day if it falls during the work week. The work day before or after Christmas.

* New Years Day

Martin Luther King's Day

Presidents' Day

Good Friday

Easter Monday

Memorial Day

*If New Year's Day falls on Saturday or Sunday, then the prior Friday shall be granted as a day off without loss of pay.

D. Vacancies

If a vacancy occurs where a transfer of personnel might be necessary, the Board of Education shall consider qualifications, job performance, attainments and other relevant factors, including service in the school district and seniority. The parties recognize, however, that the filling of vacancies is the prerogative of the Board of Education and the decision of the Board of Education with respect to such matters shall be final.

ARTICLE VI

EMPLOYMENT PROCEDURES

- A. Each employee performing satisfactory service shall continue to be placed on his proper step of the salary guide. Any employee commencing work prior to February 1st shall be given full credit for one (1) year of service toward the next salary increment step for the following contract year.
- B. 1. An employee who is resigning from his position shall give the normal thirty (30) days notice.
2. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.
- C. Each employee will be notified by April 30th of each year whether subsequent contract offer will be made with written reason supplied by the Board if written request is made by an employee on or before May 10. Such reason(s) shall be given in writing by May 20 and an informal hearing provided by the Board within fifteen (15) days of receipt, if requested by the employee in writing no later than May 30. Each employee is entitled to a representative if an informal hearing is required.

- D. An employee who is required to use his own vehicle in the performance of his work shall be reimbursed at the rate of seventeen (17) cents per mile.
- E. Any employee who is not performing satisfactory work, shall receive written notification of such and shall be provided thirty (30) calendar days to improve his performance and shall be provided a conference within five (5) days of receipt of such letter if requested. If a second disciplinary letter is necessary it shall be to advise of termination of contract or withholding of increment and/or adjustment. This is not to preclude the possibility of immediate termination for drunkenness, theft, moral turpitude, insubordination or other major infractions.
- F. The Board agrees to put any part-time employee on the first step of the salary guide after three consecutive months of part-time work provided that employee is to be continued in the Board's employ.

ARTICLE VII

SALARIES

- A. The salary of each employee covered by this Agreement is set forth in Schedule "A" which is attached hereto and made part hereof.
- B. 1. Twelve (12) month - Each employee employed on a twelve (12) month basis shall be paid in twenty-four (24) semi-monthly installments.

ARTICLE VIII

EMPLOYEE-ADMINISTRATIVE LIAISON

The Association President or his designee may meet with the Superintendent or his designee twice each calendar year if requested in writing and outside of work hours, to review and discuss problems of mutual concern and administration of this Agreement. This does not preclude the possibility of additional meetings if both parties agree.

ARTICLE IX

SICK LEAVE

- A. Each employee is entitled to twelve (12) days sick leave each year (between July 1 and the subsequent June 30). Unused sick leave days shall be cumulative from year to year. However, it is understood that each employee is expected to be in regular attendance at his assigned job function.
- B. Employees shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.
- C. In accordance with and to the extent required by statute, work related injury shall not be counted against an employee's sick leave.

ARTICLE X

LEAVES

- A. Up to three days of non-accumulative personal leave without loss of pay will be granted for business which cannot be conducted outside of the work day, subject to approval of the Superintendent or his designee. Requests for such leave shall be in writing.
- B. A maximum of five (5) days non-accumulative bereavement leave without loss of pay shall be granted for death in the immediate family or cherished person subject to approval by the Superintendent of Schools, per Board policy.
- C. If an employee applies in writing and is granted a one year leave of absence for sufficient reason, which is to be without pay or benefits for such period, he shall have his pay and benefits, including accumulated sick leave benefits, frozen until his return to duty and shall accrue no gains in longevity, pay, or benefits during the time of his leave. Application for an additional year of leave may be made with the understanding that approval is subject to the operational needs of the District.
- D. Each employee required to serve on Jury Duty shall be paid the difference between his salary and the jury payment for up to two weeks pay. In addition, any employee who is required by the Board to be in attendance as a witness in a legal proceeding shall not suffer loss in pay.

ARTICLE XI

INSURANCE

For each employee eligible and participating in accordance with the master plan carried by the Board for hospital and medical-surgical coverage, with equivalent benefits to Rider J and Major Medical coverage, the Board shall pay no less than the present premium cost per employee participant during the terms of this agreement.

Effective July 1, 1978 the Board of Education shall pay for each employee eligible and choosing to enroll a full family prescription plan (commonly referred to as One Dollar (\$1.00) co-pay).

ARTICLE XII

DEDUCTIONS

In accordance with and to the extent required by New Jersey Statute, each employee who authorizes dues deduction for the Association shall have such dues withheld from his salary and forwarded to the Association at the address supplied to the Board.

ARTICLE XIII

REDUCTION IN FORCE

In the event of an actual or anticipated reduction in force (RIF) of unit members, the Board shall follow the following procedure:

A. Procedure

Notice shall be sent to the Association President at least thirty (30) days in advance of any Board action to reduce force. This notice shall be for the purpose of allowing association consultation with the Board.

B. Selection of Unit Members Affected

The Superintendent of Schools in making such recommendations for a Reduction in Force of unit members shall consider

1. Recommendation from the Head Custodian Supervisor and Building Principals
2. Job performance
3. Seniority

ARTICLE XIV

MISCELLANEOUS

- A. The Board and Association shall continue to not discriminate against any employee on the basis of race, color, creed, religion, national origin, or sex.
- B. This Agreement shall constitute Board Policy for its duration.

- C. If any provision of this Agreement is contrary to law then such provision or application of such provision shall not be valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- D. Each individual contract issued by the Board to an employee shall not be in contradiction with the specific provisions of this Agreement.
- E. Copies of this Agreement shall be reproduced by the Board within ninety (90) days of signing, with cost of such reproduction to be at the expense of the Board. The Board shall thereafter provide a copy for each employee.
- F. This Agreement constitutes the total understanding of both parties for all matters that were negotiated.
- G. Whenever notice is required to be given by either of the parties to this Agreement to the other, it shall be delivered or sent to the following addresses:
 1. If by the Association to the Board at McGuire School # 1.
 2. If by the Board to the Association President at School # 4.

ARTICLE XV

DURATION

This Agreement shall be effective from July 1, 1980 and shall continue in effect until June 30, 1983. There will be a salary re-opener on July 1, 1982.

In Witness whereof, the Board and Association have caused this Agreement to be signed by its representatives:

March 7, 1980
(Date of Signing)

FOR THE BOARD:

Warren C. Jones
(President)

James B. Kent
(Secretary)

FOR THE ASSOCIATION:

Robert A. Edwards
(President)

Merlin P. Seidal
(Secretary)

SCHEDULE A

STEP 1	-	7750
2	-	8050
3	-	8350
4	-	8650
5	-	8950
6	-	9150
7	-	9350
8	-	9550
9	-	9750
10	-	9950
11	-	10,150
12	-	10,350
13	-	10,550
14	-	10,750
15	-	10,950
16	-	11,150
17	-	11,350
18	-	11,550
19	-	11,750

The Maintenance Mechanic shall receive \$2100 above the appropriate step on the above guide.

Each custodian who has acquired the black seal shall receive \$250.00 above his regular annual salary.

1981-82
SCHEDULE A

Step 1	-	8300
2	-	8600
3	-	8900
4	-	9200
5	-	9500
6	-	9700
7	-	9900
8	-	10,100
9	-	10,300
10	-	10,500
11	-	10,700
12	-	10,900
13	-	11,100
14	-	11,300
15	-	11,500
16	-	11,700
17	-	11,900
18	-	12,100
19	-	12,300
20	-	12,500

The Maintenance Mechanic shall receive \$2400 above the appropriate step on the above guide.

Each custodian who has acquired the black seal shall receive \$300.00 above his regular annual salary.

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