

**AGREEMENT
BETWEEN THE
BELMAR BOARD OF EDUCATION
AND THE
BELMAR CUSTODIAN'S ASSOCIATION
2004 - 2007**

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ARTICLE 1

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 cooperatively 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adopted policy, rule or regulation of the parties which is in conflict with a provision of this Agreement shall be superseded and replaced but only to the extent of such conflict.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 2
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 conditions 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 3

NEGOTIATION OF SUCCESSOR AGREEMENT

- Section 1: The parties agree to enter into collective negotiations over an Agreement in accordance with the “New Jersey Employer-Employee Relations Act” (hereafter the “Act”) in good faith effort to reach agreement on the terms and conditions of employee’s 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 and signed by the Board and the Association.
- Section 2: 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.
- Section: 3 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.
- Section: 4 Subject to the provisions of the Act, 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 4
GRIEVANCE PROCEDURE

Section: 1 Definition – A “Grievance” shall mean a complaint by any person covered by this Agreement or the Association as to its rights in this Agreement that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation, or illegible 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.

Section: 2 Principles

- 2.1 (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.
- 2.2. Any employee who has a grievance shall discuss it first with the Unit Representative in an attempt to resolve the matter informally at that level.
- 2.3 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 Superintendent shall communicate his decision to the employee in writing ten (10) school days of receipt of the written grievance.

2.4 The employee, not 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.

2.5 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 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 (30) calendar days of receipt of the grievance by the Board or the date of the hearing with the employee, whichever comes later.

2.6 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.

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

- (a) A joint request will be made to the Public Employment Relations Commission 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 Public Employment Relations Commission 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 Public Employment Relations Commission may be requested by either party to designate an arbitrator.
- (d) The decision of the arbitrator shall be submitted to the Board and the Association and shall be nonbinding.

Section: 3 Rights of Employees to Representation

3.1 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.

3.2 When an employee is not represented by the Association at 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.

3.3 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.

Section: 4 Costs

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

4.2 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.

Section: 5 Miscellaneous

5.1 Forms for filing grievances shall be prepared by the Superintendent; the Association shall submit its recommendations with respect to the format.

5.2 All meeting and hearings under this procedure shall be conducted in private, except as may be require by law and shall include all parties in interest and their designated or selected representatives.

Grievance Procedure Amendment

- A. All grievances shall be submitted to the custodians' immediate supervisor. The immediate supervisor shall respond within five days of the filing of the grievance.
- B. If the grievance is not settled at level one of the procedure, then the grievance shall be filed with the Principal who will have five (5) days to respond.
- C. If the grievance is not settled at the Principal's level, then the grievance shall be filed with the Superintendent who will have ten (10) days to respond.

ARTICLE 5
EMPLOYEE RIGHTS

- Section: 1 Pursuant to the Act, 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 the Act or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee 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 employment.
- Section: 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.
- Section: 3 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 herein set forth.
- Section: 4 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.
- Section: 5 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.

Section: 6 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.

Section: 7 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 term of his or her contract.

ARTICLE 6

ASSOCIATION RIGHTS AND PRIVILEGES

- Section: 1 The Board shall, upon request by the Association President, make known to the President when 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 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 representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other organization.

ARTICLE 7

SALARY AND HOURS OF WORK

- Section: 1 The salaries of all employees covered by this agreement are set forth in Appendix “B”.
- Section: 2 Custodians-the regular work week shall be forty (40) hours, excluding a one (1) hour lunch period each day. The Superintendent, in his discretion shall establish the time during which the members of the custodial staff shall work.
- Section: 3 Twelve-month employees shall be paid in twenty-six(26) bi-weekly installments.
- Section: 4 When a pay falls on a legal holiday, employees shall receive their pay-checks on the last previous working day prior to the legal holiday.
- Section: 5 All hours over the regular work week and/or the regular work day shall be taken in overtime.
- Section: 6 The Board or its designee can determine flexible hours during the work day.

ARTICLE 8

VACANCIES AND NEW POSITIONS

- Section: 1 The Board will make every attempt to fill any vacancies created in custodial positions as soon as possible. The Superintendent shall post a list of vacancies, which shall include work experience required for each position.
- Section: 2 Whenever possible, applicants who have acquired experience, skill and ability to do the work required in the job with 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 9

EMPLOYEE FACILITIES

- Section: 1 The following facilities shall be provided for all employees covered herein:
- a. A 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 employees for Board business. The employees 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.
 - b. Amendment June 1995: The Board will provide five (5) work shirts per year of the contract.
 - c. Amendment July 2004: Each Custodian will be provided a \$600 Uniform Allowance to purchase work clothes. The purchase of the work clothes must be documented by purchase order to a supplier of work clothes or boots; alternately, if custodian purchases the work clothes detailed receipts must be provided showing itemized purchases in order to be reimbursed.

ARTICLE 10

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 cumulative from year to year with no maximum limit.

Section 2: Sick leave shall be defined to include the sickness of an employee, his or her spouse and/or children.

Section 3: Upon retirement from the School District, an employee shall be paid for each accumulated sick day as follows:

- | | | |
|--------------|---------------|------------------|
| a. 2004-2005 | \$ 50 per day | cap of \$ 10,000 |
| b. 2005-2006 | \$ 50 per day | cap of \$ 10,000 |
| c. 2006-2007 | \$ 50 per day | cap of \$ 10,000 |

Section 4: If a custodian during a one year period, July 1st – June 30th, does not take any sick or personal days (Article 11) during that year they will be credited with one floating holiday to be used during the subsequent year.

ARTICLE 11

TEMPORARY LEAVES OF ABSENCE

- Section: 1 All employees shall be entitled to the following temporary nonaccumulative leaves of absence with full pay each school year.
- a. Three (3) personal leave, per year, at the discretion of the Superintendent or his designee, may be allowed to each employee. Absence for religious holidays is included in this temporary leave provision. Employees must notify the Superintendent, or his designee, in writing, in advance of the day requested, stating the reason for the request, unless it is mutually deemed to be an emergency. The unused personal days will be converted to sick days at the rate of one (1) sick day for each unused personal day.
 - 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 mean: 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 the 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 12
INSURANCE PROTECTION

- Section: 1 The Board shall pay the full premium for employee only health, prescription drug and dental insurance for all employees.
- Section: 2 The Board shall pay the full premium of the base coverage for employee and family health, prescription drug and dental insurance for each tenured teacher or each covered employee employed by the Board for three years and one day or more, providing that they were hired on or before June 30th, 2004.
- Section: 3 For those employees hired prior to June 30th, 2004 the Board will pay 90% of the Base Coverage premium for dependent coverage until such time as they receive tenure or are employed for 3 years and one day. Upon such time, the Board will pay the full premium for employee and family benefits as outlined in the preceding paragraph.
- Section: 4 For those employees hired after June 30th, 2004 the Board will pay 90% of the Base Coverage premium for dependent coverage and the employee will pay 10% of the dependent coverage. Employee only coverage is paid by the Board as outlined in Section A.
- Section: 5 Base Coverage is defined as the Base Health Insurance Plan (for 2004-2005 the coverage is Blue Cross/Blue Shield Direct Access) with in-network coverage and 70% out of network coverage, prescription drug coverage with a \$5/\$10 co-pay program, and dental insurance.
- Section:6 The Board shall select the appropriate insurance carrier; provided however, that insurance benefits are at least equal to the agreed upon coverage as described in the plan descriptions. Employees who wish to have coverage under the prior Blue Card PPO may pay the difference between the base plan and the Blue Card PPO at their own expense.

Section 7: A member who voluntarily waives health and prescription drug insurance coverage shall receive the following annual stipend to be paid in a single lump sum in June of the school year:

WAIVER OF EMPLOYEE ONLY COVERAGE - \$1,900

WAIVER OF EMPLOYEE, SPOUSE AND/OR DEPENDENT
COVERAGE - \$5,000

ARTICLE 13

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 The Head Custodian shall submit a vacation schedule for all employees to the Superintendent for his approval prior to May 15th of each year. The Superintendent, in reviewing such a schedule, shall insure that the approval thereof would not disrupt the normal functioning of the school.
- Section: 3 Each employee shall be entitled to accumulate his or her vacation days to the maximum amount of vacation period set forth on Appendix “C”. Vacation days so accumulated must be utilized in a next succeeding school/contract year. In the event that the vacation days are not utilized within the next succeeding year, the entitlement to such vacation days shall lapse.

ARTICLE 14

HOLIDAYS

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

ARTICLE 15

EVALUATION PROCEDURE

- Section: 1 An employee shall have the right to see his personnel file and shall have the right to copy of all documents, at the Board's expense of any documents contained therein, 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 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 16

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 authorizes the Board to deduct. Such deductions shall be made in compliance with N.J.S.A.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 changes 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 (1) payment, rather than have membership dues deducted from his or her salary, if he or she so desires.

ARTICLE 17
MISCELLANEOUS

- Section: 1 Copies of this Agreement shall be duplicated at the expense of the Board after agreement 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:
- a. If by Association, Belmar Board of Education
 1101 Main Street, Belmar, NJ 07719
 - b. If by Board, Belmar Custodians Association,
 1101 Main Street, Belmar, NJ 07719

ARTICLE 18

DURATION

Section: 1 The provisions of this Agreement shall be effective from July 1, 2004 and shall remain in full force and effect until June 30, 2007, subject to the right of the Board and Association to negotiate for a modification of this Agreement as provided in Article 3 of said Agreement.

BELMAR CUSTODIANS ASSOCIATION

BY: _____ PRESIDENT

BY: _____ SECRETARY

DATE: _____

BELMAR BOARD OF EDUCATION

BY: _____ PRESIDENT

BY: _____ SECRETARY

DATE: _____

APPENDIX A

Unit Definition

1. Head Custodian/Maintenance Person (with certification)
2. Custodian (with certification)
3. Custodian (with certification)
4. Custodian (with certification)

APPENDIX B
SALARY GUIDE

	04/05	05/06	06/07
Alonzo Copeland	44,204.00	46,194.00	48,273.00
George Komitas	24,312.00	25,407.00	26,551.00
Peter Marx	27,066.00	28,284.00	29,557.00
George Silvius	36,178.00	37,807.00	39,509.00

A \$2,000 longevity will be added to the above salary for 25 years of service.

Section: 1 Regular overtime – one and one half of individual employee’s hourly rate of pay

Section: 2 Emergency, Sundays and Holidays...double time of individual employees hourly rate of pay. A minimum of one (1) hour pay (time and one half and/or double time) for any overtime less than one (1) hour. Any overtime over one (1) hour shall be paid pro-rate actual time worked.

Section: 3 Overtime defined...it is specifically understood that the Board shall not be obligated to pay overtime unless an employee has in fact, worked his/her regular work week. In computing the number of hours worked in a week, credit shall be given for sick leave days which the employee has accrued, but in all other instances, the employee must actually work his/her regular hours in order to be eligible for overtime pay for hours worked in excess of the regular work week.

APPENDIX C

VACATION SCHEDULE

Length of Uninterrupted Service Vacation Time

One (1) year of service -

Five (5) years of service 2 weeks

Five (5) years of service -

Ten (10) years of service 3 weeks

Ten (10) years of service -

Fifteen (15) years of service 3 weeks, 3 days

Fifteen (15) years of service -

Twenty (20) years of service 4 weeks

Twenty (20) years or more service 4 weeks 3 days

APPENDIX E
HOLIDAY SCHEDULE

- Section: 1 The following shall be granted as Holidays:
- | | |
|------------------|-------------------------------|
| New Years Day | Martin Luther King |
| Good Friday | Memorial Day |
| Independence Day | Labor Day |
| Thanksgiving Day | Friday After Thanksgiving Day |
| Christmas Eve | Christmas Day |
- Section: 2 The following Holidays shall be granted, providing school is not in session on such day:
- | | |
|-----------------------|--------------------|
| Veterans Day | Lincoln’s Birthday |
| Washington’s Birthday | |
- Section: 3 Notwithstanding the designation of holidays set forth above the Board reserves the right, in its sole discretion, to provide that any holiday falling on Tuesday, Wednesday or Thursday shall be celebrated on a Monday or Friday.
- Section: 4 Because of changes in the school calendar by the Board of Education holidays may be used during the school year as needed.