CONTRACTUAL A.GREEMENT

between

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Proligible Education in the

THE BOARD OF EDUCATION OF THE TOWN OF BELLEVILLE, IN THE COUNTY OF ESSEX

and

THE BELLEVILLE CUSTODIAN AND MAINTENANCE

**ASSOCIATION** 

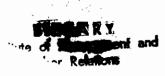
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√ 1980-1982

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### PREMABLE

This agreement is made and entered into on this 15th day of December, 1980, by and between the BOARD OF EDUCATION OF THE TOWN OF BELLEVILLE, IN THE COUNTY OF ESSEX, a body corporate (hereinafter referred to as the "Board"), and the BELLEVILLE CUSTODIAN AND MAINTENANCE ASSOCIATION, a body corporate (hereinafter referred to as the "Association"), witnesseth:

WHEREAS, both parties have agreed to comply with all of the terms, conditions, and covenants contained in this Agreement, as required by the Laws of the State of New Jersey, particularly Chapter 123, Public Laws 1974,

NOW, THEREFORE, in consideration of the full and faithful performance by each of the parties hereto to all of the terms, conditions, and covenants herein contained, it is hereby agreed and understood between the Board and the Association, as follows:

### ARTICLE 1

### PRINCIPLES

- Section 1 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 Schedule "A" attached hereto and made a part hereof.
- Section 2 Despite reference herein to the Board or Association as such, each reserves the right to act hereunder by committee, individual member, or designated representative, professional or lay, whether or not a member. Each party will provide to the other, upon request, satisfactory evidence (such as official minutes or certificate of resolutions) of authority to act.
- Section 3 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. Nothing in this Agreement which changes pre-existing policy, rules or regulations of the parties will operate retroactively unless expressly so stated.

### ARTICLE 11

### 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 Schedule "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 111

### NEGOTIATION PROCEDURE

The parties agree to enter into collective negotiations in good faith, in accordance with Chapter 123, Public Laws of 1974. Such negotiations shall begin not later than October 1st of the calendar year next preceding the calendar year in which this agreement expires or according to PERC timetable, if earlier.

During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. Copies of the budget shall be made available by the Board when completed.

Neither party in any negotiations shall exercise any control over, nor interfere with, selection of any negotiating representatives of the other party.

All meetings between the parties shall be regularly scheduled at a time mutually convenient. No such meetings shall be held during the working hours of a regular school day. No compensation shall be paid by the Board to the Association or any of its representatives in connection with such negotiations.

Should a mutually acceptable amendment to this Agreement be agreed upon, the same shall be reduced to writing and signed by the legally authorized representatives of the Board and of the Association.

### ARTICLE 1V

### GRIEVANCE PROCEDURE

### Definitions:

A "grievance" is a claim by an employee or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting an employee or group of employees.

An "aggrieved person" is the person or persons making the claim.

The "parties of the grievance", are:

The person or persons making the grievance;

The person or persons representing the aggrieved individual or individuals;

The person or persons to whom the grievance applies, and

The person or persons who are representing the individual or individuals against whom the grievance is presented.

### Purpose:

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees in the negotiating unit. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

### Procedure:

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shaould 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.

Grievances which have not been resolved before the end of the school year should be resolved as quickly as possible, and time limits may therefore be reduced or waived by mutual consent.

GRIEVANCE PROCEDURE - Continued:

### Level One:

An employee submitting a grievance shall first discuss it with his Principal or subordinate administrator, either directly or through the Association's designated representative, with the objective of resolving the matter informally. If the person or persons to whom the grievance applies is an administrator above the Principal level, the employee should discuss the grievance with such administrator.

### Level Two:

If the aggrieved person or persons is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Committee on Professional Rights and Responsibilities (hereinafter referred to as the P R & R Committee) within five (5) school days after the decision at Level One, or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Chairman of the P R & R Committee shall refer it to the Superintendent or Secretary/School Business Administrator.

### Level Three:

If the grievance has not been resolved at Level Two, or within ten (10) school days after such grievance was delivered to the appropriate administrator, the aggrieved person or persons may within five (5) school days thereafter request in writing that the Chairman of the P R & R Committee submit his grievance to the Board of Education. If the grievance is not settled at Level Three within twenty (20)school days thereafter, the matter may be referred by either party in the form of a written request to the American Arbitration Association (AAA), and to the New Jersey Mediation Board (NJMB). All arbitrations to be submitted on an alternate basis, i.e. the first arbitration after the date of this agreement shall be to the AAA, and the second arbitration after the date of this agreement shall be to the NJMB, and thereafter in alternate consecutive sequence. AAA and NJMB shall submit a list of ten names to the parties and if agreement cannot be reached on an arbitrator, a second list shall be obtained. If agreement is not reached on the second list, AAA or NJMB, shall appoint an arbitrator for the parties.

The decision of the arbitrator shall be advisory in nature. Costs of arbitration shall be borne equally by both parties.

Time limits at any level of procedure may be waived by mutual consent.

### Miscellaneous:

All meetings and hearings under this grievance procedure shall not be conducted in public and shall include only such parties in interest, including witnesses, if any, and their designated or selected representatives, as herein above referred to. All parties to this Agreement do hereby solemnly covenant and agree to observe any grievance procedure as confidential.

### ARTICLE V

### EMPLOYEES' RIGHTS

Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every eligible employee of the Board shall have the right to organize, join and support the Association and its affiliates\* for the purpose of engaging in collective negotiations.

The terms "eligible employees" or "eligible employee" herein, shall mean those persons covered by this Agreement.

There shall be no discrimination, interference, restraint, or coercion by the Board, or of its agents or representatives, against any eligible employee because of his membership in the Association or because of any lawful activities by such employee on behalf of the Association, and the Association, its members and its agents shall not discriminate against, interfere with, restrain, or coerce any employees who are not members of the Association; it shall not solicit membership in the Association, or payment of dues during working hours.

Eligible employees have the right to expect to be informed about matters which could affect their employment.

No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such insignia, however, shall be of reasonable size and shall note only identification of membership.

\* Affiliates for this agreement shall be confined to:

Essex County Education Association New Jersey Education Association National Education Association

### ARTICLE VI

### ASSOCIATION RIGHTS AND PRIVILEGES

Representatives of the Association, or its authorized designees, may transact official Association business at all reasonable times in school buildings, without interfering with or interrupting normal school operations. The appropriate administrator shall be given reasonable notice in advance of the time and place of all said meetings. No meeting shall beheld without prior approval of the appropriate administrator, which approval shall not be unreasonably withheld.

The Board shall provide at each work station, a bulletin board to be exclusively for official Association business.

The Association shall have the right to use the inter-school mail facilities and school mail boxes.

### ARTICLE V11

### SALARY AND HOURS OF WORK

- Section 1 The salaries of all employees covered by this agreement are as set forth in Schedule "B".
- Section 2 The regular work week shall be Monday through Friday, 40 hours for day work, 35 hours for night work, and 37½ hours for maintenance work. Each paid holiday or paid absence shall be credited as regular hours for purposes of overtime rate. All hours over Basic hours in any week shall be paid at the following rates:

Weekdays - 1½ x basic hourly rate

Saturdays - 1 x basic hourly rate

Sundays - 2 x basic hourly rate

Holidays - 2 x basic hourly rate

- Section 3 The hourly rate will be determined by dividing 2,088 hours into the annual salary.
- Section 4 If requested, members of the Association are required to respond to any emergent request to report to duty. A minimum of two hours will be paid at 2 x basic hourly rate for emergency call-outs on Sundays, or holidays.

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### ARTICLE V111

### TRANSFER AND REASSIGNMENT

- Section 1 An employee desiring transfer to another assignment shall make his request in writing to the proper administrator. Consideration shall be given to the individuals requesting transfer when positions become available.
- Section 2 Whenever possible, transfers shall be made on a voluntary basis. Involuntary transfers shall be the last recourse, only when and if the best interest of the school system is served.
- Section 3 The proper administrator shall discuss the transfer with the employee and/or his representative and shall make the final assignment in writing.

### ARTICLE 1X

### VACANCIES AND NEW POSITIONS

- Section 1 Notice of all vacancies of employment covered by this contract shall be posted in each school by the proper administrator when an official Board action creates a vacancy, or a new position, within the school system.
- Section 2 The notice shall be posted for ten (10) days, and employees interested therein must submit a written application to the proper administrator within the aforementioned ten (10) work day posting period to be considered for the vacancy or new position.

The notice shall state the qualifications necessary for the applicant to apply, the compensation to be paid, and the duties of the position.

Section 3 - Employees who have acquired experience, skill and ability (physical or otherwise) to do the work required in the job without training shall be given preference. All applicants for a vacancy or a new position shall be given consideration, and will be given a reply to their application and an interview within a reasonable period of time.

In considering applicants for the position, seniority shall be considered as a factor in the filling of that position.

All qualified employees shall be given adequate opportunity to make application within the time frame set forth above, and no position shall be filled until all those properly submitted applications, submitted with the above time frame, have been considered.

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### ARTICLE X

### SICK LEAVE

- Section 1 Sick leave is hereby defined to mean absence from duty of any employee because of personal disability due to illness or injury, or because he has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.
- Section 2 All employees shall be allowed sick leave with full pay in accordance with the following schedule. Sick leave may be accumulated without limit in accordance with the provisions of State law governing accumulation of sick leave allowance for persons holding any full-time employment in the school district.

### ALLOWANCE FOR PERSONAL ILLNESS

Total Years of Service		D	Days Allowed for Illness	
1	day thru 10 years	,	10 full days	
10 years & 1	day thru 15 years	,	20 full days	
15 years & 1	day thru 20 years		25 full days	
20 years & 1	day thru 25 years		30 full days	
25 years & 1	day thru 30 years		60 full days	

After 10 years of service, sick leave in excess of the above shall be at the discretion of the Board.

- Section 3 Employees absent must file a statement certifying the medical cause for such absence. Where the period of absence exceeds five days, a doctor's medical report must be filed.
- Section 4 Any person who must leave his duties because of personal illness after reporting for duty will be paid for that day.

### ARTICLE XI

### EXCUSED ABSENCES

### Death in Family

In case of death of the father, mother, husband, wife, child, grandchild, sister, brother, mother-in-law, or father-in-law of any employee, such employee will be excused for a period up to five consecutive days to attend the funeral of such deceased kin.

In case of ceath of the grandparent, daughter-in-law, son-in-law, sister-in-law, or brother-in-law of any employee, such employee will be excused for a period of up to three consecutive days to attend the funeral of such deceased kin.

One day's absence will be allowed to attend the funeral of an uncle, aunt, nephew, niece, or cousin.

### Excused Absences for Personal Reasons

If, for personal reasons, or for religious observance, a day's absence is necessary, an employee may be excused from his duties upon notice to the administrator concerned, subject to operational needs and considerations. Notice should be submitted at least two days before the requested absence unless an unanticipated emergency occurs which precludes such notice.

"Personal reasons" as herein defined is an emergency or the performance of a duty that cannot be done on out-of-school time. In all cases where an employee requests an excused absence for urgent personal reasons, a green slip must be filed with the principal for his approval and ultimate approval by the Supervisor of Plant Operations.

For personal reasons which are considered by an employee to be of such a nature as to be extremely confidential, green slip may be marked, "personal reasons - confidential," and such green slip will be forwarded directly by the administrator to the Supervisor of Plant Operations.

Employees will be paid for a period not exceeding four (4) days for excused absences during any school year.

### EXCUSED ABSENCES - Continued

### Military Leave

Absence for military reserve training, during the contractual period of employment, not exceeding two weeks, shall be allowed with full pay.

Employees required to report to the Draft Board shall be allowed one day's absence only for such purpose, with full pay.

### Absence for Jury Duty

There shall be no salary deductions for an employee of the Board if that employee is absent due to service on a Grand or Petit Jury.

### Leave of Absence

Other leaves of absence, without pay or benefits, may be granted by the Board for good reasons.

All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave, shall recommence upon his return, and he shall be assigned whenever possible, to the same position which he held at the time said leave commenced.

All extensions or renewals of leaves shall be applied for in writing.

### ARTICLE X11

### EMPLOYEE IMPROVEMENT

In an attempt to provide the most efficient and economical work force possible, the Board agrees:

- a. To pay the full cost of tuition and other reasonable expenses incurred in connection with any courses, workshops, training sessions, or other such sessions that the administration requests be taken by the employee.
- b. When such requests are made of the employee by the administration, the employee shall also be compensated for all time spent in actual attendance at said sessions beyond his regular working day at his regular rate.

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### ARTICLE X111

### INSURANCE BENEFITS

- Section 1. The Board shall continue the same insurance contract for all employees as outlined in the teacher's contract.
- Section 2. New Employees; Custodial employees hereafter appointed by the Board, on a trial basis for a six-month period, shall be entitled to such insurance benefits as is extended to all other employees covered by this agreement, after a ninety day waiting period. If such new employees shall acquire a Black Seal License within sixty days of employment, the waiting period shall be reduced to sixty days.

### ARTICLE X1V

### **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. Service credit will be given to the employees covered under this agreement from the date his or her employment began in the Belleville School System, subject, however, to the provisions of Schedule "C", annexed hereto.

### ARTICLE XV

### **HOLIDAYS**

- Section 1. Each employee shall be entitled to the specified holidays outline on Schedule "D" attached herein.
- Section 2. If a holiday falls during an employee's vacation period, the employee shall receive an extra day off.

### ARTICLE XV1

### DEDUCTION FROM SALARY

Section 1. Payroll deductions will be made for employee organizational dues, upon written authorization by the employee, in accordance with the Rules and Regulations of the State Department of Education.

ARTICLE XV1 - DEDUCTION FROM SALARY - Continued:

### Section 2. Representation Fee

### A. Purpose of Fee

If an employee, eligible for membership in this Association, does not become a member of the Association during any membership year (i.e., from July 1 to the following June 30), which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

### B. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its members for that membership year. The representation fee to be paid by nonmembers will be equal to 85% of that amount.

### C. Deduction and Transmission of Fee

1. Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph two below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

The Board will deduct the representation fee in equal installments, as nearly as possible, from thepaychecks paid to each employee on the aforesaid list during the remainder of the membership year in question.

### Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

### Changes

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above.

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### ARTICLE XV1 - DEDUCTION FROM SALARY - Continued:

### INDEMNIFICATION AND SAVE HARMLESS PROVISION

### l. Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- (a) The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- (b) If the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

### MEMBERSHIP AVAILABILITY AND DEMAND AND RETURN SYSTEM

Membership in the Association is available to all employees on an equal basis and the Association has established and maintains a demand and return system which complies with the requirements in Sections 2 (c) and 3 of the Act.

### ARTICLE XV11

### ADDITIONAL PROVISIONS

### Section 1. Terminal Pay on Basis of Sick Leave

Any employee with fifteen years or more service may upon termination of employment receive the following compensation: \$15 per day of accumulated sick days up to a maximum of 100 days. This benefit shall only be paid once for each employee.

- Section 2. After three full years of continuous employment, the Board may grant tenure to all members of this Agreement, as defined by Schedule "A", after recommendation therefor has been approved by the appropriate administrator. Only such members as listed in Schedule "A" shall receive tenure if the same is permitted by New Jersey Law, NJSA 18A:1-1 et seq.
- Section 3. In addition to the Board providing three uniforms a year, it shall also provide one pair of safety shoes for custodial and maintenance employees.
- Section 4. Effective July 1, 1979, foul weather gear, including rubberized boots, will be provided.

### ARTICLE XVIII

### PRINTING OF AGREEMENT

Section 1. Copies of this Agreement shall be printed at the expense of the Board within a reasonable time.

### ARTICLE X1X

### DURATION

Section 1. The provisions of this agreement shall be effective as of July 1, 1980, and shall remain in full force and effect until June 30, 1982, subject to the right of the Board and the Association to negotiate for a modification of this Agreement as provided in Article 111 of said Agreement.

IN WITNESS WHEREOF, The Board of Education of the Town of Belleville, in the County of Essex, and the Belleville Custodian and Maintenance Association has caused these presents to be signed by the proper and duly-authorized officers and their representative corporate seals affixed hereto, on the day and year above first written.

ATTEST:

MARY B. SHADER, Secretary

ATTEST:

THE BOARD OF EDUCATION
OF THE TOWN OF BELLEVILLE

Ernest Zoppi, President

BELLEVILLE CUSTODIAN AND MAINTENANCE ASSOCIATION

By: Morris Pascerchia, President

### ADDENDUM TO MEMORANDUM OF AGREEMENT WITH BELLEVILLE CUSTODIAN AND MAINTENANCE ASSOCIATION 1980-82

It is agreed by and between the parties as follows:

If Social Security for the maintenance men is not authorized for them subsequent to the election thereon, then the contract between the parties shall be reopened solely to allow negotiations to commence on alternative provisions to the said Social Security.

ATTEST:

MARY B SHADER SECRETARY

ATTEST:

BELLEVILLE CUSTODIAN AND MAINTENANCE ASSOCIATION

THE BOARD OF EDUCATION

OF THE TOWN OF BELLEVILLE

Morris Paserchia, President

### SCHEDULE "A"

### BELLEVILLE CUSTODIAN AND MAINTENANCE ASSOCIATION AGREEMENT

### UNIT DEFINITION

This Contract to cover all employees of the Board of Education, Belleville, New Jersey, in the following classifications:

- A. CUSTODIANS
- B. DRIVERS
- C. MAINTENANCE
- D. STOCK CLERK

# BELLEVILLE CUSTODIAN AND MAINTENANCE ASSOCIATION - SALARY GUIDES

## CUSTODIANS - TWELVE MONTH EMPLOYEES

11,700 12,100
12,100 12,100 12,100 12,500 12,500 12,900 12,900 13,300
12,100 12,400 12,500 12,800 12,900 13,200 13,300 13,600
12,400 12,800 13,200 13,600

Group 5 - Assistant Custodians

Pupil Transportation Drivers

Group - Elementary Head Custodians, and Assistant Head Custodians, Jr. & Sr. High Schools

Group 2 - Stock Cleix Group 1 - Head Custodians, Jr. & Sr. High Schools

### CUSTODIANS - TEN MONTH EMPLOYEES

1980-81	. T	1981-82	
Step		Step	
. 1	8,450	1 9,200	
2	8,750	2 9,500	
w	9,050	3 9,900	
4	9,400	4 10,300	
51	9,800	5 10,700	
6	10,400	6 11,100	
7	11,300	7 12,000	
8	12,725	8 14,000	

LONGEVITY - ALL EMPLOYEES COVERED BY THIS AGREEMENT (Years of service beginning July 1)

\$150.00 additional after 10 years 375.00 additional after 20 years 325.00 additional after 15 years

# BELLEVILLE CUSTODIAN AND MAINTENANCE ASSOCIATION - SALARY GUIDES

ANITORIT METERS	THE PERSON THE PROPERTY OF THE	Dist POT DEC			
1980-81			1981-82		
Step	Maintenance	Maintenance Leader	Step	Maintenance	Maintenance Leader
1	12,500		1	12,900	
2	12,800		2	13,300	
W	13,150		w	13,700	
4	13,600		4	14,100	
5	14,100		5	14,700	
6	14,700		6	15,300	
7	15,600		7	16,200	
89	16,625	17,415	8	18,200	18,990

LONGEVITY - ALL EMPLOYEES COVERED BY THIS AGREEMENT (Years of service beginning July 1)

\$150.00 additional after 10 years 325.00 additional after 15 years 375.00 additional after 20 years

### SCHEDULE "C"

### VACATION SCHEDULE

### BELLEVILLE CUSTODIAN AND MAINTENANCE ASSOCIATION AGREEMENT - 1980-1982

Length of Uninterrupted Service to July 1st	Vacation Time	
0 to 1 year	l day per month, maximum of ten working days	
•		
1 year to 5 years	2 weeks	
5 years,plus 1 day to 15 years	3 weeks	
15 years, plus 1 day and over	4 weeks	

All employees must complete vacations before Labor Day, unless special permission is granted by the appropriate administrator.

All vacations must be taken in periods of five days; no single vacation days are permitted, unless and with the express permission of the appropriate administrator.

### SCHEDULE "D"

### BELLEVILLE PUBLIC SCHOOLS

### 12 MONTH OFFICE PERSONNEL, CUSTODIAL AND MAINTENANCE CALENDAR 1981-1982

JULY 3, FRIDAYIndependence Day Observance
SEPTEMBER 7, MONDAYLabor Day
OCTOBER 12, MONDAY
NOVEMBER 12,13, THURSDAY, FRIDAY
NOVEMBER 26,27, THURSDAY, FRIDAY
DECEMBER 24,25, THURSDAY, FRIDAY
DECEMBER 31, JANUARY 1, THURSDAY, FRIDAY
FEBRUARY 15, MONDAYLincoln's Birthday
FEBRUARY 19, FRIDAY Washington's Birthday
APRIL 9, FRIDAYGood Friday
APRIL 12, MONDAY
MAY 31, MONDAYMemorial Day Observance