

AGREEMENT BY AND BETWEEN THE

CENTRAL REGIONAL BOARD OF EDUCATION

AND

THE

CENTRAL REGIONAL CUSTODIAL AND MAINTENANCE EMPLOYEES ASSOCIATION

EFFECTIVE

X July 1, 1978 to June 30, 1981

LIBRARY
Institute of Management and
Labor Relations
JUL 1 1981
RUTGERS UNIVERSITY

TABLE OF CONTENTS

	<u>Page</u>
<u>PREAMBLE</u>	1
<u>ARTICLE I, Recognition.</u>	1
<u>ARTICLE II, Grievance Procedure</u>	2
<u>ARTICLE III, Compensation</u>	4
<u>ARTICLE IV, Hospitalization and Medical Benefits.</u>	5
<u>ARTICLE V, Sick Leave</u>	6
<u>ARTICLE VI, Temporary Leaves of Absence</u>	7
<u>ARTICLE VII, Vacation Benefits.</u>	8
<u>ARTICLE VIII, Holiday Benefits.</u>	9
<u>ARTICLE IX, Employee Rights</u>	9
<u>ARTICLE X, Negotiations Procedure</u>	10
<u>ARTICLE XI, Fully Bargained Clause.</u>	10
<u>ARTICLE XII, Work Schedule, Overtime, Transfer and Promotion, Severence</u>	11
<u>ARTICLE XIII, Employee-Employer Responsibility.</u>	12
<u>ARTICLE XIV, Management Rights.</u>	13
<u>ARTICLE XV, Separability.</u>	13
<u>ARTICLE XVI, Duration of Agreement.</u>	14
<u>SALARY SCHEDULE</u>	14
<u>ARTICLE XVII, Execution of Agreement.</u>	15

This Agreement is entered into this day of December 21, 1978 by and between the Central Regional Board of Education, hereinafter referred to as the "Board", and the Central Regional Custodial and Maintenance Employees Association, hereinafter referred to as the "Association".

ARTICLE I

Recognition

- A. The Board hereby recognizes the Association as the majority representative and thereby as the exclusive representative for collective negotiations concerning the terms and conditions of employment, as permitted by law, of regularly employed full-time personnel in the following designated positions:
- Light Custodian, Heavy Custodian, Maintenance but excluding any and all management, supervisory or confidential employees.
- B. Unless otherwise indicated, the term "employees" when used hereinafter in this Agreement shall refer to all personnel represented by the Association in the negotiating unit as above defined.

ARTICLE II

Grievance Procedure

A. Definitions

1. Grievance - A "grievance" shall mean a complaint by employee(s) or representative(s) of employees that there has been a violation of this Agreement.

2. Aggrieved Person - An "aggrieved person" is the person or persons or the Association making the claim.

B. Purpose

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

C. Procedure

1. Time Limits - 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. A grievance to be considered under this procedure must be initiated within thirty (30) calendar days of its occurrence or knowledge thereof.

3. Failure of the aggrieved to process a grievance in accordance with the timelines as contained herein shall constitute an abandonment of the grievance and render it null and void. Failure of the administration or the

Board to respond to a grievance in accordance with the timelines as contained herein shall permit the aggrieved to automatically proceed to the next level.

4. Notwithstanding the pendency of any grievance, all personnel covered by this Agreement shall continue to perform all duties and assignments.

5. Level One - Coordinator

An employee with a grievance shall first discuss it with his coordinator either directly or through the Association's designated representative, with the objective of resolving the matter informally.

6. Level Two - Superintendent of Schools

If the aggrieved person is not satisfied with disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association 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 Association shall refer it to the Superintendent of Schools.

7. Level Three - Board of Education

If the aggrieved person is not satisfied with disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent of Schools, he may within five (5) school days after a decision by the Superintendent of Schools, or twenty-five (25) days after the grievance was delivered to the Superintendent

of Schools, whichever is sooner, request in writing that the Association submit his grievance to the Board of Education. Within five (5) days after receiving the written request of the aggrieved party, the Association shall request, in writing, a hearing with the Board of Education. The Board of Education or a committee thereof, shall review the grievance and shall hold a hearing on the grievance and render a decision in writing within twenty (20) calendar days of receipt of the grievance. The decision of the Board shall be final and binding.

ARTICLE III

Compensation

- A. The annual salaries for employees for the fiscal years covered hereby shall be set forth in a Salary Schedule which shall be annexed hereto and made part hereto.
- B. In addition to the annual contracted salary, the designated employee(s) with the responsibility for boiler operation and maintenance and holding a Black Seal certification and license shall receive \$100.00 per annum. The number of employees to be designated will be limited to a maximum of four (4).
- C. The Board reserves the express right to withhold a salary increment or any portion thereof for cause.

ARTICLE IV

Hospitalization and Medical Benefits

The Board shall provide with no expense to the employees covered by this Agreement participation in the New Jersey Public and School Employee Health Service Plan and the Medical Service Plan of New Jersey, including full family coverage (extended coverage for dependents until age 23), including Blue Cross-Blue Shield, Rider J, Major Medical at the 750 Series, Dental (without orthodontic) and optical and \$1.00 co-pay prescription program.

Nothing contained herein shall be construed to deny or restrict the Board in making sole determination of the carrier(s) provided it can demonstrate to the Association that any change in carrier(s) results in no reduction in benefits and services.

ARTICLE V

Sick Leave

Employees covered by this Agreement shall be awarded twelve (12) days sick leave credit for the fiscal year to be added to previously accumulated sick leave while in the employ of the Board with no maximum limit. Sick leave is hereby defined in accordance with applicable provisions of N.J.S.A. Title 18A.

Said employees who are absent due to personal disability as a result of illness or injury shall be entitled to full pay for each day of such absence up to the number of days accumulated.

A doctor's certification of such illness or injury may be required upon return from leave; however, in a case when such leave is three (3) consecutive days or more, a doctor's certification shall be required.

An employee starting employment after the beginning of the fiscal year shall receive a pro rata amount of sick leave credit based upon the length of the employment contract. An employee who is employed on a part-time basis shall receive a pro rata amount of sick leave based upon a ratio of credit received by full-time employees and amount of time spent on the job.

Employees hired for a ten month contract period shall be awarded ten (10) days sick leave credit for the year.

ARTICLE VI

Temporary Leaves of Absence

A. Personal Leave

1. Three (3) days shall be allowed each year for personal business that cannot be conducted outside regular work hours. Personal days shall be approved in advance by the immediate supervisor subject to the Superintendent's approval. Personal business shall include observance of religious holiday, court subpoena, marriage in the immediate family, personal business that can only be conducted during school hours, or emergencies not included in the above.

2. No personal days will be permitted on the day immediately preceding and the day immediately following school calendar holidays. Extreme cases will be accepted providing the request is specific and/or emergent in nature and may be granted only with the direct approval by the Superintendent.

3. All requests for personal leave days must be submitted in writing 72 hours prior to date requested.

B. Death in the immediate family

Up to five (5) days without loss of pay shall be allowed at the time of death in the immediate family. The immediate family shall include father, mother, spouse, child, brother, sister, father-in-law, mother-in-law, or a relative living as a member of the immediate household.

ARTICLE VII

Vacation Benefit

A. All regular employees covered by this Agreement shall be entitled to vacation with full pay pursuant to the following schedule:

- * 6 through 12 completed months of consecutive employment in the school district 1 week
- * 1 through 3 completed years of consecutive employment in the school district 2 weeks
- * 4 through 10 completed years of consecutive employment in the school district 3 weeks
- * 10 or more completed years of consecutive employment in the school district 4 weeks

* This vacation schedule becomes effective July 1, 1979.

*Vacation schedule for 1978-1979 shall remain the same as those provided for in the agreement for the school year 1977-1978.

B. Vacation scheduling shall be mutually agreed between the employee and appropriate administrative agent of the Board. Seniority in the school district shall be the basis on which any conflict concerning vacation scheduling is resolved.

C. All vacation shall be utilized by employees covered by this Agreement either in the fiscal year that it accrues, or within the fiscal year immediately following.

D. Upon severance in good standing from the school district, an employee covered by this Agreement shall receive payment at the regular rate, less deductions, for all accumulated unused vacation benefits.

ARTICLE VIII

Holiday Benefits

A. Employees covered by this Agreement shall be entitled to the following paid holidays plus four (4) additional paid holidays to be designated by the Superintendent of Schools prior to start of each contract year:

July 4	New Year's Day
Labor Day	President's Day
Thanksgiving	Memorial Day
Christmas	Easter Monday
Day after Christmas	

In a case where such paid holidays conflict with the school calendar, the school calendar shall prevail and appropriate arrangements shall be made to grant a paid holiday other than the one(s) conflicting with the school calendar.

ARTICLE IX

Employee Rights

In accordance with existing laws, the Board hereby agrees that persons covered by this Agreement shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in

ARTICLE X

Negotiations Procedure

- A. The Board and Association agree to meet at reasonable times to negotiate terms and conditions of employment for employees herein covered in accordance with the provisions of the Employer-Employee Relations Act of New Jersey.
- B. The Association may submit its proposals in accordance with the rules and regulations of the Public Employment Relations Commission in the fiscal year immediately preceding the expiration date of this Agreement. Thereafter, the parties shall meet from time to time as may be mutually agreed upon in a good faith effort to reach contractual agreement pursuant to the rules and regulations of the Employer-Employee Relations Act of New Jersey.

ARTICLE XI

Fully Bargained Clause

This Agreement incorporates and embodies the complete and final understanding of both parties on all issues that were the subject of negotiations.

ARTICLE XII

Work Schedule, Overtime, Transfer and Promotion, Severance

- A. Employees covered by this Agreement shall work a minimum of five (5) consecutive eight (8) hour days with one-half ($\frac{1}{2}$) hour for lunch with two (2) consecutive days off.
- B. Employees covered by this Agreement shall be entitled to two (2) fifteen (15) minute coffee breaks each day, which shall become standardized upon mutual agreement by the employees and their immediate superior.
- C. Overtime shall be paid at the rate of one and one half ($1\frac{1}{2}$) times the employee's regular hourly rate of pay for all time worked in excess of forty (40) hours in any work week. For the purpose of determining the forty (40) hours, the following shall count as regular work days: Holidays, paid sick leave days and other temporary leave days specified in Article VI of this Agreement.
- D. All promotional positions, which shall include positions paying a salary differential or those on the administrative or supervisory level, shall be conspicuously posted at least fifteen (15) calendar days before the final date when applications must be submitted for consideration.
- E. Employees covered by this Agreement who desire a transfer to another building or shift may file a written statement of such desire to the Superintendent/
Board Secretary.
- F. Seniority in the employ of the school district shall be given due consideration with respect to transfers and promotional opportunities.

- G. Employees covered by this Agreement shall be given fourteen (14) calendar days notice of dismissal and at the Board's option may either be required to continue work for such period or receive payment for such time in lieu of actual service. An employee shall give at least fourteen (14) calendar days notice to the Board of intention to resign his/her position.
- H. Any anticipated or planned reduction in force shall not be implemented or take effect without sixty (60) days prior notice to the Association. Any layoffs shall be in accordance with seniority.

ARTICLE XIII

Employee-Employer Responsibility

- A. The Association and its members recognize certain obligations both morally and legally. Consonant with these obligations, the Association and its members agree to lend no support to or sanction any job action or work stoppage during the term of this Agreement.
- B. The Board agrees to neither conduct nor sanction a "lockout" of employees.

ARTICLE XIV

Management Rights

Except as herein limited by the terms of the Agreement, the Board reserves the right in all respects to manage its business, operations and affairs; including but not limited to the right to hire, discharge, promote, demote and transfer, assign and direct the working force and to change, combine, establish or discontinue jobs or operations. The Board's not exercising any right hereby reserved to it, or it exercising any right in a particular way, shall not be deemed a waiver of any such right or preclude the Board from exercising its authority in some other manner so long as it is not in conflict with the express terms of this Agreement.

ARTICLE XV

Separability

If any provision of this Agreement or any application of this Agreement is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative, but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVI

Duration of Agreement

This Agreement shall be effective as of July 1, 1978 (retroactively) and continue in effect until June 30, 1981 except as may be provided otherwise herein, and shall not be modified in whole or in part except as may be mutually agreed and duly executed by the parties.

SALARY SCHEDULE:

All Central Regional School employees, as set out in Article I - A of this contract, shall receive the following salary increases:

1. For the contract period July 1, 1978 to June 30, 1979, each employee will receive \$550.00 in addition to his or her salary as of December 20, 1978, as set forth in the salary schedule of the prior contract as of June 30, 1978.
2. For the contract period July 1, 1979 to June 30, 1980, each employee will receive \$700.00 in addition to his or her salary as of June 30, 1979.
3. For the contract period July 1, 1980 to June 30, 1981, each employee will receive \$750.00 in addition to his or her salary as of June 30, 1980.

The minimum starting salary for the job categories covered by this contract shall be for the length of this contract as follows:

- | | | |
|--------------------|---|--------------------|
| 1. Light Custodian | - | \$6750.00 per year |
| 2. Heavy Custodian | - | \$7250.00 per year |
| 3. Maintenance | - | \$8050.00 per year |

ARTICLE XVII

Execution of Agreement

IN WITNESS WHEREOF, the respective parties hereto have caused these presents to be signed by the individuals authorized to do so the day and year indicated.

CENTRAL REGIONAL BOARD OF EDUCATION

ATTEST:

Charles J. Finkel
Secretary

by:

[Signature]
PRESIDENT

DATED:

CENTRAL REGIONAL CUSTODIAL AND

MAINTENANCE EMPLOYEES ASSOCIATION

ATTEST:

Joel Magarini
Secretary

By:

Thomas E. Moeller
PRESIDENT

