

# THE BOARD OF EDUCATION

KEYPORT, NEW JERSEY 07735-0080



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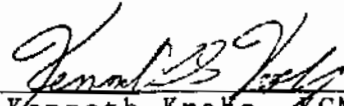
3/19/92

## TO WHOM IT MAY CONCERN:

At the request of KCMA President Kenneth Krohe I agreed to allow those persons covered by the KCMA/KBOE agreement to take the Friday and Monday of Presidents weekend (Friday, February 14 and Monday, February 17) as special holidays in lieu of Lincoln's and Washington's birthday. The latter are listed in the contract. The change was agreed to after Mr. Krohe made the request.

  
Frank C. Dragotta,  
BS/SBA

ATTEST

  
Mr. Kenneth Krohe, KCMA President

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## ARTICLE I

This Agreement entered into this twenty-eighth day of June 1989 by and between the Board of Education of Keyport, the Borough of Keyport, New Jersey, hereinafter called the Board, and the Keyport Custodial and Maintenance Association, hereinafter called the Association. The Association shall not be party to nor bound by any contract(s) and/or agreement(s) which have heretofore or may hereafter be entered into by the Board which are inconsistent with and/or contrary to the provisions of this Agreement.

## ARTICLE II

The Board agrees to and hereby does recognize the Keyport Custodial and Maintenance Association as the sole and exclusive negotiating agent for custodial and maintenance staff for the Keyport School District exclusive of noncontractual, probationary and supervisory employees.

## ARTICLE III

### GRIEVANCE PROCEDURE

#### A. Definitions

Grievance shall mean a complaint by an employee, that alleges as to him, that there has been a violation of the agreement or an inequitable, improper or unjust application of Board policy or administrative decision with regard to working conditions, except that the term grievance shall not apply to the following:

1. any matter wherein the Board is precluded by law from granting the relief sought.
2. any rule or regulation of the State Commissioner of Education or the State Board of Education having the force and effect of law.
3. any matter which is demonstrated by law to be exclusively within the discretion of the Board.
4. any matter for which a method of review is otherwise specifically prescribed by law, e.g., tenure and increment reviews.

Nothing in the above definition of the word grievance shall preclude more than one employee from joining with other employees in the presentation of a single grievance, provided the alleged grievance arises out of facts similar in substance and circumstances and each employee joining in the presentation of a single grievance is similarly affected.

copies to the superintendent and business administrator. The written grievance shall set forth:

- a. the nature of the complaint
- b. the basis of dissatisfaction
- c. remedy sought.

3. The grievant and his supervisor shall meet in an attempt to resolve the grievance not later than five (5) work days following the date on which it is filed.

4. The supervisor shall communicate his decision in writing to the grievant not later than five (5) work days following their meeting. A copy of the decision shall also be forwarded, at the same time, to the Board Secretary/Business Administrator.

5. If the grievance has not been resolved at steps 3 and 4 of the procedure, the grievant may request a meeting with the Board Secretary/Business Administrator. If the grievant requests a meeting with the Board Secretary/Business Administrator, the request shall be made in writing not later than five (5) work days following the supervisor's decision or, if no decision has been rendered by the supervisor within five (5) work days of the date by which the supervisor's decision should have been rendered. Accompanying the written request the grievant shall set out in writing the basis for his dissatisfaction with the supervisor's decision.

6. The grievant and Board Secretary/Business Administrator shall meet at a mutually agreeable time in an attempt to resolve the grievance not later than five (5) work days following the date on which the meeting was requested.

7. The Board Secretary/Business Administrator shall communicate his decision in writing to the grievant not later than ten (10) work days following their meeting.

8. If the grievance has not been resolved at steps 5, 6, and 7 of the procedure, the grievant may request a hearing with the Board or its representatives. The request shall be made in writing not later than five (5) work days following the Board Secretary/Business Administrator's decision or, if no decision has been rendered by the Board Secretary/Business Administrator within five (5) work days of the date by which the Board Secretary/Business Administrator's decision should have been rendered. Accompanying the written request the grievant shall set out

of this agreement, or under applicable law, except that he may decide in a particular case that Board policy, practice or administrative decision was disregarded or that its attempted application under any term of this agreement was so discriminatory, arbitrary, or capricious as to constitute an abuse of discretion.

3. Limiting or interfering in any way with the powers, duties and responsibilities of the Board under applicable law, and rules and regulations having the force and effect of law.

D. The arbitrator's fee will be shared equally by the parties to the dispute.

E. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Board to take the action complained of, subject, however, to the final decision on the grievance.

#### ARTICLE V

#### ASSOCIATION RIGHTS AND PRIVILEGES

A. There shall be, upon request of either the Board or the Association, a mutual exchange of available financial information relating to the resources of the school district and any other available information that may be helpful in resolving problems of mutual concern.

B. Should the Association request the use of a school room to transact official Association business, such request will be granted provided:

1. A written request is made to the building principal at least three days before the use of the room would occur.

2. The room is available for the date requested.

C. Should the Association request the use of a school room to transact official Association business during the evening hours, the Association must make written application for such use through the board secretary. Such requests will be handled in accordance with Board policy and in the same manner as all other requests for use of school rooms. Such requests shall not be unreasonably denied.

D. The Association may use the inter-school mail facilities and school mail boxes as it deems necessary, with approval of the building principal.

## ARTICLE VII

### VACATIONS

A. Each twelve month employee in the negotiating unit covered by this Agreement shall be entitled to the following vacation with pay at the annual rate of pay such employees are receiving at the time such vacation is actually taken. The maximum consecutive vacation time permissible is three weeks:

2 weeks after completion of one year.

3 weeks after completion of five years.

4 weeks after completion of ten years.

B. The number of Association members on vacation during any one week (5 day period) shall not exceed three (3), one member from each building and one maintenance person.

C. Vacation schedules for the contract year shall be established between the supervisor and Association members sixty (60) calendar days prior to the beginning of the vacation.

D. Duplicate vacation week requests and/or vacation day requests shall be granted on a seniority basis.

## ARTICLE VIII

### VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. The Business Administrator will have posted in all school buildings a list of the known vacancies that occur for the following school year no later than two weeks following the time said vacancies become known.

B. An employee who desires a change in building may make a written request to the supervisor with copies to his building principal and business administrator. The supervisor must respond in writing to the employee's request.

C. It is understood that the assignment of personnel is a management prerogative.

1. Involuntary transfers shall be made with thirty (30) calendar days notice to the association member being transferred.

2. The duties of employees do not cease with the care of

It is understood that this is not to be considered a death benefit and will not be paid to the heirs of those persons whose death occurs during the course of their employment with the Board of Education.

## ARTICLE X

### TEMPORARY LEAVES OF ABSENCE

As of the beginning of the school year, employees shall be entitled to the following temporary, nonaccumulative leaves of absence with full pay each school year:

A. Two days leave of absence for personal business requiring absence during school hours shall be granted. The following guidelines shall be followed for use of these days.

1. The granting of personal leave shall be limited to three association members on any given day, one from each building and one maintenance person.

2. Application for personal leave shall be made at least two (2) days before taking such leave (except in the case of emergencies). The applicant for such leave shall only be required to state "personal day".

3. Unused personal days shall be added to accumulated sick leave at the end of each school year.

4. Personal leave shall not be granted before or after holidays, nor shall it be granted to extend a vacation period.

B. Time necessary for appearance in any legal proceeding which arises out of or in the course of the employee's employment (except for appearance involving the processing of an employee's Workmen's Compensation claim) or in any other legal proceeding if the employee is required by subpoena to attend and is not a party to a suit. If an employee is a party to a suit which does not arise out of or in the course of his employment, absence from school in that connection shall be without pay.

C. Up to three days at any one time in the event of death of a member of the employee's immediate family. "Immediate family" shall be defined to be limited to the following: spouse, child, parent, grandparent, brother, sister, mother-in-law and father-in-law. "Immediate family" shall also include any other member of the employees family provided said member was

## ARTICLE XII

### NEGOTIATION OF SUCCESSOR AGREEMENT

The Association agrees, providing it still represents the majority of the contractual employees in the bargaining unit, to present all proposals regarding terms and conditions of employment in connection with the successor agreement to the Board on or before the 15th day of October. The Board agrees that it shall present its counter-proposals and proposals on new contract terms no later than the last day of October.

## ARTICLE XIII

### INSURANCE PROTECTION

A. The Board shall pay the cost of Hospital Service Plan of New Jersey (Blue Cross), Medical-Surgical Plan (Blue Shield), and Medical-Surgical Plan Rider J for all employees and, where requested, for family coverage. The Board shall also pay the full cost of the following:

1. Connecticut General Major Medical Insurance Coverage for the family of staff members
2. full family membership in the dental plan
3. full family membership with the prescription drug plan with a \$3.00 copay.

Such coverage shall commence only after the individual staff member makes application and then in accordance with the provisions of Paragraph B of this Article.

B. The administration of the above named coverage shall be controlled by the rules and regulations of such plans and the Board shall be in no way held responsible for the application of these rules and regulations.

## ARTICLE XIV

### DEDUCTIONS FROM SALARY

The Board agrees to deduct from the salaries of its employees dues for the New Jersey Education Association, or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1957 (N.J.S.A. 52:14-15. 9e) and under the rules established by the State Department of Education. Said monies together with records of



## ARTICLE XVIII

### SPECIAL HOLIDAYS

A. The following twelve (12) holidays are granted with pay providing school is not in session on any of these days:

- |                          |                      |
|--------------------------|----------------------|
| 1. New Year's Day        | 7. Labor Day         |
| 2. Lincoln's Birthday    | 8. Columbus Day      |
| 3. Washington's Birthday | 9. Election Day      |
| 4. Good Friday           | 10. Veteran's Day    |
| 5. Memorial Day          | 11. Thanksgiving Day |
| 6. Independence Day      | 12. Christmas Day    |

Any holiday listed above which is worked because school is in session will be paid at time and a half. Double time will be paid for hours worked on the above holidays if school is not in session.

B. One day during spring recess and one day during winter holiday recess will be considered vacation days and will be taken on the day designated by the supervisor.

## ARTICLE XIX

### REPRESENTATION FEE

A. Purpose of Fee - If an employee does not become a member of the Association during any membership year (i.e., from September 1 to August 31), 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

1. Notification - 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 own members for that membership year. The representation fee to be paid by non-members will be equal to 35% of that amount.

2. Legal Maximum - In order adequately to offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee has been set at 85% of

6. New employees - On or about the last day of each month beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty day period. The list will include names, job titles and dates of employment for all such employees.

D. Indemnification and Save Harmless Provision

1. 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.

2. Exception - It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

**CUSTODIAN/MAINTENANCE SALARY GUIDE**

Step	1989-90	1990-91	1991-92
1	\$17,510	\$18,610	\$19,810
2	18,110	19,110	20,310
3	18,290	19,710	20,810
4	19,010	19,890	21,410
5	19,460	20,610	21,590
6	19,910	21,060	22,310
7	20,360	21,510	22,760
8	20,810	21,960	23,210
9	21,260	22,410	23,660
10	21,510	22,860	24,110
11	21,560	23,110	24,560
12	21,710	23,160	24,810
13	21,860	23,310	24,860
14	22,060	23,460	25,010
15	22,260	23,660	25,160
16	22,460	23,860	25,360
17	22,660	24,060	25,560
18	22,860	24,260	25,760
19	23,060	24,460	25,960
20	23,460	25,060	26,760

6/28/89

JP

Extra compensation as follows:

Fireman's License.....	\$ 500.00
Head custodian.....	1300.00
Maintenance.....	800.00
Pesticide License.....	500.00
Longevity 10 years.....	250.00
"    20 years.....	450.00
"    30 years.....	650.00

Payment for accumulated sick days as per schedule in contract.