

4-3039

ASSOCIATION

THIS AGREEMENT made the 9th day of November 1971, between

THE LITTLE FERRY BOARD OF EDUCATION, hereinafter referred to as the Board, and

THE LITTLE FERRY CUSTODIANS' ASSOCIATION, hereinafter referred to as the Association.

W I T N E S S E T H:

WHEREAS, the Little Ferry Board of Education is required by law to negotiate with the Little Ferry Custodians' Association on wages and the terms and conditions of employment of custodians, and

WHEREAS, the parties through good faith negotiations have reached agreement in all such matters and desire to execute this contract covering such agreement,

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. RECOGNITION CLAUSE

The Board hereby recognizes the Little Ferry Custodians' Association as the exclusive bargaining representative for all custodians under contract, but excluding supervisory, executive, and teaching personnel, office and clerical employees.

(a) The term "custodian" when used hereinafter in this agreement shall refer to all employees represented by the employee organization in the bargaining or negotiating unit as above defined.

(b) The term "Board" shall include its officers and agents. The Board agrees not to negotiate with any organization representing custodians other than the representative above mentioned, for the duration of this agreement.

7. MANAGEMENT RIGHTS CLAUSES

The Board on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation; all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

(a) To the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;

(b) To hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, to their dismissal or demotion and to promote, and transfer all such employees;

(c) To determine class schedules, the hours of instruction, and the duties, responsibilities and assignments of teachers and other employees with respect thereto, and non-teaching activities, and the terms and conditions of employment.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms hereof are in conformance with the Constitution and laws of the State of New Jersey, and the Constitution and laws of the United States.

Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under any national, state, county, district or local laws or regulations as they pertain to education.

3. SUPERVISION

There shall be a Head Custodian in each building. The Head Custodian shall set all duties and shifts for the Custodians in that building and verify all overtime for work performed at that building. The duties performed by the Head Custodian shall be subject to the approval of the Principal of the building, the Superintendent of Schools and the Board, in that order.

4. SALARIES

The salary guide for the 1970-1971 school year for custodians is as follows:

1. Joseph Fiorella	\$8000.00
2. Robert Mirto	\$7850.00
3. Nicholas Kawaters	\$7850.00
4. William Tomasek	\$7100.00
5. Arthur Hamilton	\$6800.00
6. Robert Vukov	\$6200.00
7. Raymond Sharpe	\$6100.00
8. Joseph Mamatz	\$5950.00

5. VACATION

The vacation schedule based upon length of employment is as follows:

(a) 6 months - 5 years employment	2 calendar weeks
(b) 5 years - 10 years	3 calendar weeks
(c) 10 years and over	4 calendar weeks

6. GRIEVANCE PROCEDURE

(a) Policy

To promote to the highest possible degree harmonious employer-employee relations it is necessary that procedures to resolve grievances be established.

(b) Definitions

1. A grievance shall mean a complaint by an employee(s) (1) that there has been as to him (them) a violation, misinterpretation or inequitable application of any of the provisions of the agreement or (2) that he (they) has (have) been treated unfairly or inequitably by reason of any

act or condition which is contrary to established board policy or administrative practice governing or affecting employees. However, the term "grievance" shall not apply to (a) a method of review prescribed by law or (b) any rule or regulation of the State Commissioner of Education or (c) any by-law of the Board of Education or (d) any matter which according to law is either beyond the scope of the Board authority or limited to unilateral action by the Board alone (e) a complaint of a non-tenure teacher which arises by reason of his not being re-employed (f) or a complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is either not possible or not required.

A grievance to be considered under this procedure must be initiated by the employee(s) within five (5) school days of its occurrence. If such a grievance is not submitted within the allotted time, it shall be considered waived.

ii. The "custodians' organization" recognized by the Board as the official and exclusive representative for the full time custodians of this school district shall in all instances be the Little Ferry Custodians' Association.

iii. The "Association's Committee on Rights & Grievance" (hereinafter referred to as the A.R.&G. Committee) shall be composed of three custodian organization members. Selection of this committee shall be made by periodically held elections by the organization membership. The Superintendent of Schools and the President of the Board of Education shall be notified in writing, within three(3) days, of any changes in committee membership. It is the purpose of this committee to determine whether or not an employee's (s) grievance is in fact justifiable.

(c) Procedure

1. Any individual member or group of individuals of the custodial staff shall have the right to present a grievance (as defined in Definitions) to be processed as per following agreement.

ii. In presenting his (their) grievances the member (s) of the staff shall be assured freedom from prejudicial action in presenting his (their) appeal.

iii. The member (s) shall have the right subject to the following procedure to present his (their) appeal or to designate the A.R. & G. Committee to appear with him (them) or for him (them) at any step in his (their) appeal.

Step 1. Any custodial employee(s) who has (have) a grievance shall discuss it first with his (their) principal in an attempt to resolve the matter at that level.

Step 2. If, as a result of the discussion, the matter is not resolved to the satisfaction of aggrieved employee(s) within five (5) school days, he (they) shall set forth his (their) complaint in writing to the A.R. & G. Committee for reviewing the grievance. The grievance shall be prepared in the following form:

- 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 (their) dissatisfaction with decisions previously rendered.

Step 3. The A.R. & G. Committee will, upon reviewing the situation, submit their recommendations in writing within three (3) days to the aggrieved employee(s) and the principal. If the A.R. & G. Committee finds that a valid grievance does not exist, no further actions will be taken. Should, however,

the committee decides that the grievance, as submitted, warrants further consideration, the principal will be requested to implement the A.R. & G. Committee's recommendation.

Step 4. If the employee(s) is (are) not satisfied with the principal's decision, he (they) may appeal to the superintendent of schools. The appeal to the superintendent must be made in writing, reciting the matter submitted to the principal as specified above and his (their) 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(s) and the principal.

Step 5. If the grievance is not resolved to the employee's satisfaction, he (they) may request a review by the Board of Education. The request shall be submitted within five (5) school days, 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 a committee thereof, shall review the grievance and shall, at the option of the Board, hold a hearing with the employee(s) and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee(s), whichever comes later.

Step 6. If, after Step 5, the aggrieved employee(s) is (are) not satisfied with the disposition of his (their) grievance, he (they) may, within five (5) school days, request in writing, that the A.R. & G. Committee submit the grievance to the Public Employees Relations Commissioner (hereinafter referred to as PERC). If the A.R. & G. Committee determines that the grievance is meritorious, it may submit the grievance to PERC within fifteen (15) school days after receipt of a

request by the aggrieved person (s).

Both parties agree to abide by the recommendations of HERC in order to reach an agreeable solution.

(d) No reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the A.R. & C. Committee, or any other participant in the grievance procedure by reason of such participation.

(e) Records

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 personal file of any of the participants.

(f) 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.

7. HOLIDAYS

There will be nine (9) holidays for the school year 1970-1971. They are as follows:

1. New Years Day
2. Good Friday
3. Memorial Day
4. Columbus Day
5. Washington's Birthday
6. Fourth of July
7. Labor Day
8. Thanksgiving
9. Christmas

In addition, Veterans Day will be a holiday provided it is celebrated on a day when school is closed.

When a holiday falls on a weekend or during a vacation period, the employee(s) shall have the option of a substitute vacation day or one (1) day's pay, whichever said employee(s) elect(s) to take.

3. FRINGE BENEFITS

(a) Each custodian and his eligible dependents shall be entitled to hospital-surgical plan plus Rider J and Major Medical Plan; the cost to be assumed by the Board.

(b) Each custodian shall be entitled to two (2) personal days during the school year. The employee must give at least three (3) days notice prior to the taking of the personal day to the Superintendent of Schools of the Borough of Little Ferry. In the event the employee shall only take one day, he shall be entitled to accumulate the second day for the next school year.

(c) Each custodian shall be entitled to twelve (12) sick days per school year; same can be accumulated from one year to the next.

(d) If a custodian is absent, ill, on vacation or for any other reason not able to carry out his duties, his work may be done by another custodian or custodians after his or their normal shift has been completed. Time and one-half shall be paid for this service.

12. This agreement executed on the day and year first above written, shall continue in full force and effect until completion of the required school year (as per New Jersey State Law) of 1970-1971.

IN WITNESS WHEREOF, the parties have herunto set
their hands and seals all on the day and year first above
written.

LITTLE FERRY BOARD OF EDUCATION

By James McArthur
President

Attest:

Ermy Bendish
Secretary

LITTLE FERRY CUSTODIANS' ASSOCIATION

By William J. Van... ..
President

Attest:

Secretary

THIS AGREEMENT, made this 1st day of _____, 1970, between _____
THE LITTLE FERRY BOARD OF EDUCATION, by _____

THE LITTLE FERRY CUSTODIANS' ASSOCIATION, hereinafter referred to as the Association.

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