

4-3082

04-26

AGREEMENT

THIS AGREEMENT is made and entered into on this 18th day of December, 1972, by and between the OAKLYN BOARD OF EDUCATION, hereinafter referred to as the "Board" and the OAKLYN CUSTODIANS ASSOCIATION, hereinafter referred to as the "Association".

I RECOGNITION

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 classified as custodians and janitors.

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.

II MODIFICATION OF AGREEMENT AND NEGOTIATION

OF SUCCESSOR AGREEMENT

1. Before the Board adopts a change which affects terms and conditions of employment, the Board will notify the Association in writing that it is considering such a change.

2. Not later than October 1, 1973, the Association agrees to initiate negotiations with the Board over a Successor Agreement in accordance with the procedure set forth herein in a good-faith effort on both sides to reach continuing agreement not only on salaries and other conditions of employment but also on other matters of personnel policy and relationships which may then be of mutual concern and interest. By October 15, 1973, the Board agrees to present to the Association its proposals for the successor

agreement. Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.

3. During negotiations the party making the proposals shall submit such proposals in writing to the other party. Receipt of a proposal shall be acknowledged in writing within 5 days. Negotiations shall commence with a meeting at a mutually satisfactory place within 15 days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

4. Members of the bargaining unit shall not be mutually scheduled by the parties hereto to participate during their working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement.

### III GRIEVANCE PROCEDURE

1. The term "Grievance" means a complaint by any employee that, as to him, there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee.

The term "Grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:

- A. The failure or refusal of the Board to renew a contract of a non-tenure employee;
- B. In matters where a method of review is prescribed by law, or

by any rule, regulation, or by law of the State Commissioner of Education or the State Board of Education;

- C. In matters where the Board is without authority to act;
- D. In matters involving the sole and unlimited discretion of the Board under provisions of State Law;
- E. In matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion a further review of the Board's action is available to employees under provision of State Law.

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

A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

2. 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. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3. Any employee shall institute action under the provisions hereof within fifteen (15) calendar days of the occurrence complained of, or within fifteen (15) calendar days after he would reasonably be expected to know of its occurrence. Failure to act within said fifteen (15) day period shall be deemed to constitute an abandonment of the grievance.

- A. An employee processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
- B. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A minority organization shall not have the right to present or process a grievance.
- C. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

- D. An employee shall first discuss his grievance orally with the principal. The principal will endeavor to resolve such grievance or problem promptly; if, at the conclusion of one calendar week, the principal has been unable to resolve the grievance to the satisfaction of all concerned, the problem will be reduced to writing by the employee and submitted to the principal who will submit to the Superintendent on the same day his written version of the grievance and his action to date.
- E. Within five (5) days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.
- F. Within five (5) days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall in writing, advise the employee and his representative, if there be one, of his determination and shall forward a copy of said determination to the school principal.
- G. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs E and F, or in the event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by either party, the Superintendent shall schedule a meeting with the parties concerned and the Board at its next regularly scheduled meeting.
- H. Where an appeal is taken to the Board, there shall be submitted to the Board by the appellant (grievant) the writing set forth in Paragraph D, and a further statement in writing setting forth the appellant's (grievant's) dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the party against whom the grievance is filed.
- I. A party appealing to the Board may submit written materials in support of his application provided, however that the same shall be served upon the parties against whom the grievance is filed at least ten (10) days prior to the hearing.
- J. The Board shall make a determination within five (5) days from the hearing thereon and shall in writing notify the employee, his representative if there be one, the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.

- K. Since it is important that grievances be processed as rapidly as possible, 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.
- L. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
- M. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.
- N. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

#### IV EMPLOYEE RIGHTS

1. Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. 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 or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of 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.

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. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

3. Any action asserted by the Board, or any agent or representative thereof, of disciplining, reprimanding, reducing in rank or compensation or depriving of any employment advantage, shall be subject to the grievance procedure herein set forth.

4. Whenever any employee is required to appear before the Superintendent or his designee, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of employment or the salary or any increments pertaining thereto, then he shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. Any suspension of an employee pending charges shall be without pay, unless provided for by Law.

5. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

6. The Association covenants for itself and its members not to engage in any strike, slow down or other concerted activities which have been or may be defined by the Legislature of this State or the Courts of this State as illegal activities when engaged in by public employees. Resort to any such illegal activities by the Association or its members shall be violative of this Agreement.

In the event that State Law is changed so that public employees are given the right to strike, this no-strike provision shall be superseded thereby, and the employees shall have the right to strike within the limits of the new statute.

#### V ASSOCIATION RIGHTS AND PRIVILEGES

1. The Board agrees to make available to the Association public information which may be necessary for the Association to process any grievance or complaint, or to prepare for negotiations.

2. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings outside the school day with prior approval of the principal. The principal shall be notified in advance of the time and place of all such meetings.

3. Adequate bulletin board space shall be provided in janitorial rooms, readily accessible to all members of the bargaining unit, for the posting of Association notices and other material dealing with proper and legitimate Association business. All such notices and material shall bear the signature of a responsible Association official or shall clearly indicate that its issuer or publisher is the Association. The bulletin board space shall be identified with the name of the Association. The authorized representative of the Association shall be the sole person empowered to post these materials on that board.

4. 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 organizations.

## VI BOARD RIGHTS

1. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the applicable laws and regulations of the State of New Jersey.

2. The exercise of these powers, rights, authority, duties and responsibilities by the Board; the adoption of policies, rules, regulations and practices in furtherance thereof; shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the applicable laws and regulations of the state of New Jersey.

3. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities, and authority under the New Jersey School Law, commonly known as Title 18A, or any other national, state, county, district, or local laws or regulations as they pertain to education.

## VII SALARY AND HOURS OF WORK

1. The salaries of all employees covered by this agreement are set forth in Appendix "A"

2. The regular work week shall be 39 hours. The regular work day shall be 7 hours Monday through Friday and 4 hours on Saturday. All hours over 40 hours in any week shall be paid at the following rates:

Weekdays -  $1 \frac{1}{2}$  x basic hourly rate  
Saturdays -  $1 \frac{1}{2}$  x basic hourly rate  
Sundays - 2 x basic hourly rate  
Holidays - 2 x basic hourly rate

Gross cutting is not included in this section.

3. Contracted Salaries shall be paid in equal semi-monthly installments,

4. Lunch hour shall be determined as set forth in Policy 4233.1.



5. While their regular work week is thirty nine (39) hours, Chief Custodians shall remain remain responsible for the care and proper operation of the buildings to which they are assigned, unless specifically relieved thereof by instructions from the Superintendent. Additional hours of work in any work week required of Chief Custodians by emergencies or with the approval of the Superintendent shall be deemed overtime hours and shall be paid in accordance with the applicable provisions of this ARTICLE.

6. On days when schools are closed for instructional personnel and pupils, but remain open for office and other non-instructional personnel, all custodial employees will work the summer schedule as set forth in policy #4233.1.

7. Employees shall call the office of the Superintendent at least two hours prior to the start of shift, to report unavailability for work. It shall then be the responsibility of the administration to arrange for temporary coverage of the position.

#### VIII FAIR DISMISSAL PROCEDURE

1. On or before April 30 of each year, the Board shall give to each employee continuously employed by it since the preceding September 30 either:

A. A written offer of a contract for employment for the next succeeding year providing for at least the same terms and conditions of employment but with such increases in salary and benefits as may be required by law or agreement between the Board and the Association, or

B. A written notice that such employment shall not be offered.

2. If the employee desires to accept such employment he shall notify the Board of such acceptance, in writing, on or before June 1.

#### IX SICK LEAVE

1. All employees shall be allowed sick leave with full pay at the rate of one (1) day per month for each month of the contract period. All unused

sick leave shall be accumulative for additional sick leave as needed in subsequent years.

2. The Board of Education may at its discretion extend the above sick leave policy in individual cases.

#### X OTHER LEAVE

1. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each school year:

- A. A maximum of five (5) days leave with pay per year shall be granted for a death in the immediate family. Immediate family shall be defined as spouse, child, father, mother, brother, sister, or any member of the immediate household. An additional sufficient number of days will be allowed at the discretion of the Superintendent if death occurs to a spouse or child. One day leave with pay per year shall be granted for death of a close friend or another relative not a member of the immediate family. No unused days shall be accumulative for use in another school year.
- B. A maximum of three (3) days leave per year with pay shall be granted for the occurrence of a serious illness in the immediate family. Immediate family shall be defined to include spouse, child, father, mother, brother, sister, or any member of the immediate household. No unused days shall be accumulative for use in another school year.
- C. Any employee shall be given such allowance of time with pay as is absolutely necessary, with prior approval of the Superintendent, for any of the following personal matters:
  1. Court subpoena.
  2. Jury duty (less the amount received as payment for jury duty).
  3. A recognized religious holiday.
  4. Marriage of self or marriage in the immediate family.
  5. Serious personal business which cannot be handled outside of working hours.
  6. Any other emergency or urgent reason not included in 1 to 5 above or any combination of the above if approved by the Superintendent or the Board.

## XI INSURANCE PROTECTION

1. The Board shall pay the full premium for individual employee coverage in New Jersey Blue Cross-Blue Shield-Rider J in accordance with the existing master policy.

## XII VACATIONS

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. All vacation requests shall be submitted to the Superintendent for approval, in order to insure proper scheduling of work load.

Years of Service	Length of Vacation
Six months to one year	1 week
One to ten years	2 weeks
Ten to eleven years	2 weeks + 1 day
Eleven to twelve years	2 weeks + 2 days
Twelve to thirteen years	2 weeks + 3 days
Thirteen to fourteen years	2 weeks + 4 days
Fifteen years	3 weeks

2. Whenever a work holiday falls within the scheduled vacation period, the employee will receive one (1) extra day of paid vacation.

## XIII HOLIDAYS

1. Each employee shall be entitled to holidays in accordance with Policy 4243.1.

## XIV SENIORITY AND JOB SECURITY

1. School District seniority is defined as service by appointed employees in the School District in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated School

District seniority only if he:

- A. Resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the School District.
- B. Is laid off for more than eighteen (18) consecutive calendar months.

2. In the event of a reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority.

3. In the event that within one (1) year from the date of his lay off a vacancy occurs in the classification of his last appointment, or in a lesser classification in the same line of work, a laid-off employee shall be entitled to recall thereto in the order of his seniority.

4. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the School District, by certified mail, return receipt requested. Within three (3) days from receipt of such notice of recall, the employee shall notify the Superintendent, in writing, whether or not he desires to return to the work involved in the recall. If he fails to reply or if he indicates that he does not desire to return to such work, he shall forfeit all of his seniority and all rights to recall. If he indicates that he desires to return to the work involved in the recall notice, then he shall report for such work within five (5) days from the date he receives the recall notice or within such period of time as is set forth in a written extension of time signed by the Superintendent or his designee. In the event he shall fail to so report to work, he shall forfeit all of his seniority and all rights to recall.

5. Seniority shall not be accumulated during the period of lay off. Upon recall the appointed employee shall have his accumulated seniority to the date of lay off.

6. Five (5) days' notice of lay off shall be given to appointed employees involved, except where the appointed employee with the least seniority is displaced under Section 3 hereof.

7. An employee who is discharged or laid off shall have seven (7) calendar days within which to file a written grievance under Grievance Procedure hereof. In the event that no written grievance is filed within said time, the lay off or discharge shall be final and the employee shall have no recourse through the grievance procedure or otherwise.

8. All notices of examinations for job opportunities within the negotiating unit shall be posted on the official bulletin board at least ten (10) working days before the closing date for applications. A copy of each such examination notice shall be sent to the Association.

#### XV MISCELLANEOUS

1. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

2. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

3. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules,

regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.

4. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

5. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

6. Three copies of this Agreement shall be duplicated at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed.

7. 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, to Board office at West Clinton Avenue, Oaklyn, New Jersey, 08107.
- B. If by Board, to Association at Oaklyn Public School, Kendall Boulevard, Oaklyn, New Jersey, 08107.

XVI DURATION

1. The provisions of this Agreement shall be effective as of the first day of the month following acceptance of the agreement by the Board and the Association, and shall remain in full force and effect until June 30, 1974, subject to the right of the Board and Association to negotiate for the modification of this Agreement as provided in said Agreement.

2. Salary for the School year 1972-73 is retroactive to July 1, 1972, and the provision for one (1) day per month of sick leave is retroactive to July 1, 1972.

IN WITNESS WHEREOF, the Board of Education of the Borough of Oaklyn, Camden County, New Jersey and the Oaklyn Custodians Association have caused these presents to be signed by their proper officers and their respective corporate seals to be annexed hereto this 18th day of December, 1972.

ATTEST:

BOARD OF EDUCATION OF THE BOROUGH  
OF OAKLYN

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

ATTEST:

OAKLYN CUSTODIANS ASSOCIATION

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

APPENDIX A

<u>Step</u>	<u>SALARY</u>	
	<u>1972-73</u>	<u>1973-74</u>
1	4,300	4,625
2	4,450	4,775.
3	4,600	4,925
4	4,750	5,075
5	4,900	5,225
6	5,150	5,475
7	5,300	5,625
8	5,500	5,825
9	5,700	6,025
10	5,900	6,225
11	6,100	6,425
12	6,400	6,725
13	6,700	7,025

A person having a Black Seal License would start at \$200. more than the schedule. Credit would be given for maintenance work in other positions. Upon receipt of his Black Seal License the \$200. salary adjustment would be made.

A person not having a Black Seal License will have two calendar years to obtain this license, as a condition of employment. Upon successful completion of the course, the tuition cost will be reimbursed by the Board. If it becomes necessary to take such course during working hours, time shall be granted by the Board.



## CUSTODIAL OVERTIME

4233.1

The basic work week of the custodians is as follows:

	Day Man	Night Man
Monday thru Friday	6:30 A.M. - 2:30 P.M.	2:30 P.M. - 10:30 P.M.
Saturday	8:00 A.M. - 12 noon	8:00 A.M. - 12 noon

When school is not in session the hours are 8:00 a.m. to 4:30 p.m. with a half-hour for lunch; the lunch hour normally is one hour in duration. If additional authorized hours are worked beyond the regular scheduled hours, they are to be compensated for at the rate of  $1 \frac{1}{2}$  times the individual's base pay for every hour worked over 40 in a week.

## CUSTODIAL HOLIDAYS

4243.1

Full time employees receive the following paid holidays:

1. Independence Day
2. Labor Day
3. Thanksgiving Day
4. Christmas Day
5. New Year's Day
6. Washington's or Lincoln's Birthday, according to the school calendar
7. Good Friday
8. Memorial Day - including days school is closed
9. Any other days as approved by the Board