

4-3093

AGREEMENT

BETWEEN THE

BRIDGEWATER-RARITAN REGIONAL BOARD OF EDUCATION

AND THE

CUSTODIAL-MAINTENANCE-MATRONS SERVICE ASSOCIATION

JULY 1, 1972 - JUNE 30, 1973

EMPLOYMENT AGREEMENT

CUSTODIAL, MAINTENANCE AND MATRONS PERSONNEL

JULY 1, 1972 . JUNE 30, 1973

THIS AGREEMENT made this th day of June, 1972 , by
and between

THE BRIDGEWATER-RARITAN REGIONAL BOARD OF EDUCATION,
Raritan, New Jersey,

hereinafter called the "Board";

AND

CUSTODIANS-MAINTENANCE-MATRONS SERVICE ASSOCIATION,
an unincorporated association, Raritan, New Jersey,

hereinafter called the "Association".

ARTICLE 1: RECOGNITION.

Pursuant to Chapter 303, Laws of 1968, State of New Jersey,
the Board hereby recognizes the Association as majority representative
and as sole and exclusive representative for collective negotiation
concerning the terms and conditions of employment for all personnel
within the following employee unit, whether or not they are members
of the Association:

Custodial personnel
Maintenance personnel
Matrons personnel, and
Cafeteria Truck Drivers
Transportation Mechanics

A. The Board agrees that it will not recognize, encourage or negotiate with any other organization of employees within the aforesaid employee unit, pursuant to Chapter 303, Public Laws 1968.

ARTICLE 2: NEGOTIATION.

A. Neither the Board nor the Association shall have any control over, or make any attempt to influence, the selection and designation of negotiating representatives for the other party.

B. Each party will designate a committee or representative to negotiate with the duly designated committee or representative of the other party concerning this Agreement or the terms and conditions of employment of the employee unit. Neither party shall be required to negotiate concerning the terms of a renewal or successor Employment Agreement prior to October 15th of the contract year.

C. The frequency of negotiating meetings between the representatives of the parties shall be left to the discretion of their respective representatives.

ARTICLE 3: EMPLOYEE RIGHTS.

A. Pursuant to Chapter 303, Public Laws of 1968, State of New Jersey, the Board hereby agrees that every employee

in the employee unit shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations regarding the terms and conditions of employment, for their mutual benefit.

B. The Board agrees that it will not, directly or indirectly, force, coerce, discourage or deprive any employee of the free and unrestricted enjoyment of rights conferred by Chapter 303, Public Laws 1968, State of New Jersey, or any other Law of the State of New Jersey, or the United States, or their respective Constitutions; nor should the Board do anything to induce any employee to join, or to refrain from joining, the Association.

C. No employee shall be disciplined, reduced in rank, or be denied his annual increment without just cause. Any such action by the Board or its representatives shall not be made public until formal action is taken by the Board. Any such action shall be subject to the grievance procedures hereinafter set forth.

D. The nature and extent of duties for the various job categories shall remain substantially as heretofore, and no major change in duty requirements shall be made without notification to the Association.

E. Employees shall continue in their job classifications and hours of employment, and will not be transferred to other job

classifications, or hours of employment, on a permanent basis, without the employee's consent. Thirty (30) calendar days shall constitute a temporary condition.

F. These provisions are in addition to and not a substitution for any rights which any employee may have under the school laws or other applicable laws and regulations of the State of New Jersey, and nothing contained herein shall be construed to deny or restrict any such rights.

ARTICLE 4: ASSOCIATION RIGHTS.

A. The Association shall have the right to request and receive from the Board, salary data and other public information respecting all employees in the employee unit, as well as any other public information relating to the terms and conditions of employment of the employee unit.

B. The Association shall have the right to use school buildings for meetings at reasonable hours, by prearrangement with the Superintendent or his designee.

C. The Association shall have the right to use school equipment; such as, typewriters, mimeograph machines and duplicating equipment; at reasonable hours, when such equipment is not otherwise in use, upon prearrangement with the Superintendent or his designee. The Association shall pay for any damage or injury to such equipment while being used by the Association. No equipment will be taken off school property.

D. The Association shall have the right to use the custodial bulletin boards throughout the school district for the purpose of making announcements and providing information to members of the employee unit. The materials to be posted shall be in good taste. The Association shall also have the right to use inter-school mail facilities and school mail boxes for the same purposes with the permission of the Superintendent or his designee.

E. All Association business will be conducted outside of normal working hours.

F. The Board agrees that copies of any written grievance filed by any member of the employee unit shall be forwarded to the Association. The Association, where it represents the employee, shall have the right to attend any grievance hearing through its representative or counsel, and, if requested by the employee making the grievance, to have its representatives or counsel represent the employee in the grievance proceeding.

ARTICLE 5: SALARY PROGRAM.

A. The compensation and other employment benefits for the various job classifications of employees in the employee unit, during the contract year, shall be as set forth in the Salary Program, consisting of four pages, attached hereto and made a part hereof. (Attached Schedule A, Pages 1-3)

B. Employees required to use their own automobiles in the performance of their duties, shall be reimbursed at the rate of Ten Cents (10¢) per mile for all driving done, between; arrival at the first location at the beginning of the day and departure from the last work location at the end of the day. All claims for mileage reimbursement shall be based on actual speedometer readings; prepared and signed by the employee on voucher forms to be supplied by the Administration. Payment of mileage reimbursement shall be made at intervals selected by the Board, but not more than three months in duration.

ARTICLE 6: GRIEVANCE PROCEDURE.

A. A "grievance" shall be any claim, by an employee within the employee unit, that there has been a misinterpretation, misapplication, or a violation of the terms of this Agreement, or of a Board policy or administrative rule or regulation, or of the employee's rights under applicable laws. Grievances involving Board policy or administrative rules and regulations may not be carried beyond Level # 4 of the grievance procedure.

B. In order to be considered under this grievance procedure, the grievance must be initiated within thirty school days after the time the employee knew or should have known of its existence, except, that; continuous or repetitive grievance may be initiated within thirty school days after the latest occurrence. Once a grievance has been decided adversely to an employee he may not thereafter make a grievance complaint for the same occurrence.

C. In order to insure the effective and speedy operation of the grievance, the parties agree, as follows:

(1) All matters relating to the grievance shall be kept confidential among the parties directly involved, except that the grievance committee of the Association shall be entitled to notice and information, as specified in this Agreement.

(2) Failure of the employee to process an adverse decision to the next higher level of appeal, within the time allowed herein, shall be deemed an acceptance of the decision rendered. Failure of the party hearing any grievance appeal to render a decision, within the time specified herein, shall entitle the employee to appeal to the next higher level.

(3) During the pendency of any grievance appeal, the decision, or order appealed from, shall remain in full force and effect and shall be obeyed by the employee.

(4) All time periods specified herein shall be deemed maximum limitations and shall not be extended except with the consent of both parties.

D. There shall be the following levels of appeal for grievance matters:

Level One

Any employee who has a grievance shall discuss it first with the responsible person indicated below in an effort to solve the problem informally:

Custodians & Matrons - Principal
Maintenance personnel - Plant Engineer
Cafeteria truck drivers - Cafeteria Supervisor
Transportation mechanics - Transportation Supervisor

Level Two

If, as a result of this conference, the matter is not resolved within five (5) days after the conference, the employee may submit his grievance in writing to the Plant Engineer. The Plant Engineer will communicate his decision in writing within five (5) days.

Level Three

The employee, no later than ten (10) days after receipt of the Plant Engineer's decision, may appeal the decision to the Superintendent of Schools or his designee. The appeal to the Superintendent must be in writing and indicate the matter submitted previously, and reasons for the appeal. Within ten (10) days the Superintendent shall communicate his decision in writing.

Level Four

No later than ten (10) days after receipt of the Superintendent's decision the employee may appeal for a review by

the Board of Education. This appeal must be in writing and filed with the Superintendent of Schools, who will attach all pertinent information and bring it to the attention of the Board of Education within ten (10) school days. The Board shall review the grievance and shall, at the option of the Board, or upon request of the employee, hold a hearing with the employee within 30 calendar days. The Board will render a decision within ten (10) school days after the hearing.

Level Five

No claim by an employee shall constitute a grievable matter beyond level four or be processed beyond level four if it pertains to (a) any matter for which a detailed method of review is prescribed by law (b) any rule or regulation of the State Commissioner of Education, but not to the violation, misinterpretations, or misapplication of such a rule or regulation, (c) any Policy or By-Law of the Board of Education pertaining to its internal operation or (d) any matter which according to law is beyond the scope of Board authority.

If the decision of the Board does not resolve the grievance and the employee wishes review by a third party, he shall so notify the Board through the Superintendent within ten (10) school days of receipt of the Board's decision. An employee, in order to process his grievance beyond level

four must have his request for such action accompanied by the written recommendation for such action by the Association.

E. Procedure for securing the services of an arbitrator.

(1) A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question.

(2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

(3) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the American Arbitration Association may be requested by either party to designate an arbitrator.

(4) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory. Only the Board and the aggrieved and his representatives shall be given copies of the arbitrator's report of findings, reasons, and recommendations. This shall be accomplished

within thirty (30) days of the completion of the arbitrator's hearings.

F. Rights of Employees to Representation.

(1) Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Association.

(2) When an employee is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance at level two be notified that the grievance is in process, have the right to be present and present its position at all meetings with the employee held concerning the grievance and shall receive a copy of all decisions rendered.

G. Miscellaneous

(1) Forms pertaining to the filing of grievances shall be prepared by the Superintendent or his designee after consultation with the Association.

H. Costs

(1) Each party shall bear the total cost incurred by themselves.

(2) The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and they will be shared equally.

ARTICLE 7: GENERAL PROVISIONS.

A. Booklets and brochures fully explaining the features and ramifications of the insurance coverages provided by the Board for the benefit of employees will be provided for each employee upon hiring.

B. Upon written request of any employee within the employee unit, prior to the commencement of his contract year, the Board will deduct from the employee's salary the monthly dues payable to the Association and will make payment thereof directly to the Association.

C. This Agreement constitutes a Board policy and the parties to the agreement will take every reasonable step to see that the spirit, intent and purpose of this Agreement is fully carried out.

D. If any provision of this Agreement is held to be contrary to law, such provision shall be void, but all other provisions of this Agreement shall continue in full force and effect.

E. Nothing in this Agreement shall be construed as limiting the right of the Association or the Board to negotiate any provision of this Agreement with respect to future or successor Employment Agreements.

F. This Agreement shall not be modified or amended in whole or in part, except by a written agreement signed by both parties.

G. Unless specifically provided in this Agreement, nothing herein contained shall be interpreted as eliminating, reducing or otherwise detracting from any of the terms and conditions of employment existing prior to the date of this Agreement.

H. Copies of this Agreement shall be reproduced by the Board, at its expense, and delivered to the Association and all employees in the employee unit.

I. In cooperation with the Association the Board will prepare a Non-Instructional Handbook outlining the employment rights, responsibilities and fringe benefits of employee unit.

ARTICLE 8: DURATION OF AGREEMENT

This Agreement shall take effect upon execution by officers of the Board and the Association and official ratification by resolutions of the Board of Education and the membership of the Association. When so executed and ratified, the Agreement shall be effective as of July 1, 1972 and shall continue in effect until June 30, 1973, at which time it shall expire. This Agree-

ment may be extended only by a written document executed and ratified as provided in this paragraph.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the proper officers and their seals to be affixed hereto the day and year first above written.

BRIDGEWATER-RARITAN REGIONAL BOARD
OF EDUCATION

ATTEST:

By Harold J. Cornell
President

E. M. Santora
Secretary

CUSTODIANS-MAINTENANCE-MATRONS
SERVICE ASSOCIATION

ATTEST:

By John Marek
President

Thomas Carlson
Secretary

**SALARY PROGRAM
CUSTODIAL & MAINTENANCE STAFF
12 MONTH CONTRACT - 1972-1973**

SALARY GUIDE

FULL TIME EMPLOYEES	MINIMUM	HOUR	MAXIMUM	HOUR	EARNED INCREMENT	
Custodian 2	\$ 5200.00	\$ 2.50	\$6718.40	\$3.23	\$ 208.00	
Custodian 1	5907.20	2.84	7883.20	3.79	270.40	
Head Custodians:	Placement on Custodian Guide (With License)					
	Elementary	270.40	.13	540.80	.26	Payable 1-1
<u>Plus</u>	Intermediate	270.40	.13	611.20	.39	Payable 1-1-1
	High School	270.40	.13	1,081.60	.52	Payable 1-1-1-1
	Night Foreman - H.S. (License) - Plus	270.40	.13	540.80	.26	Payable 1-1
Maintenance - Trades	6968.00	3.35	9526.40	4.58	353.60	
Maintenance - Foreman	Placement on Maintenance Guide					
	Supervise-1 to 3 men	353.60	.17	530.40	.255	Payable 1-½
<u>Plus</u>	Supervise-4 to 6 men	353.60	.17	707.20	.34	1-1
	Supervise-7 or more	353.60	.17	1,060.80	.51	1-1-1

ADDITIONAL SALARY INFORMATION

1. Custodian with minimum Black-Seal License - \$ 312.00 additional.
2. Part-time and substitute custodial pay ----- \$2.25 - \$2.50 per hour.
3. Second shift custodians are entitled to a 30-minute food break with pay.
4. New custodial or maintenance personnel may be granted credit for outside experience up to a maximum of two (2) years.

5. The normal work week for salaried employees is 8 hours per day, 5 days per week. Overtime, except in bona-fide emergencies, requires prior approval from the Business Office.
6. Overtime, after 40 hours, will be paid at one and one-half times the regular rate.
7. Salaried employees are entitled to paid holidays as prescribed annually by the Personnel Office.
8. Salaried employees are entitled to annual vacations as follows:
 - a. Less than 6 months service as of June 30 ----- 0
 - b. 7 months - 11 months service as of June 30 --- 5-9 working days
 - c. One year of service as of June 30 ----- 10 working days
 - d. Three years of service as of June 30 ----- 11 working days
 - e. Five years of service as of June 30 ----- 12 working days
 - f. Six years of service as of June 30 ----- 13 working days
 - g. Eight years of service as of June 30 ----- 14 working days
 - h. 10-15 years of continuous service as of June 30--15-20 working days
9. Sick leave, at the rate of one (1) day per month, is granted to all salaried employees and it may accumulate from year to year without limit. Periodic accounting of sick leave days will be made for each employee, not less than once a year.
10. Excused absences, arranged at least 24 hours in advance, may be granted for any of the following personal reasons, up to a maximum of (3) days per year. In cases of emergency or other good cause where circumstances are such that the required 24 hour advance notice cannot be given, such notice may be waived. However, the employee shall notify his immediate supervisor of his absence and the reason for same as soon as circumstances permit.
 - a. Marriage in immediate family
 - b. Graduation exercises of children or employee
 - c. Required appearance in court involving no moral turpitude on the part of the employee
 - d. Unusual circumstances (to be considered on their merits by the School Business Administrator)
 - e. One (1) day without specifying the reason if such day is deemed to be of a personal nature

Note: Personal days will not be granted the day immediately preceding or following a vacation and do not accumulate from year to year.

11. Individual and full family health-care insurance coverage to be provided, which shall include:

1. Blue Cross 2. Blue Shield 3. Major Medical 4. Rider J

For those employees on a leave of absence without pay, the Board shall pay the cost of the employee's health care insurance coverage for a period of one (1) month beyond the date when such health benefits would normally terminate.

12. Overtime will be assigned to qualified (licensed) custodial staff within the building, if available.
13. Salaried employees of the school district staff, when qualified, are to be given first consideration for promotions.
14. Emergency leave, which cannot accumulate, is possible for three to five days for critical illness or death in the immediate family. Such requests should be made through the office of the School Business Administrator.
 1. Critical illness means illness which the attending physician considers sufficiently serious to require the employee's presence at the bedside.
 2. Immediate family means husband, wife, children, and any other members of the same home; father and mother; brothers and sisters; grandfather and grandmother; father-in-law and mother-in-law.
15. Other conditions of employment are enumerated in the handbook for non-instructional personnel.
16. Former employees who are re-hired by the school district shall receive credit for their prior service in the school district, less 1 year credit for each 2 years or part thereof that they were out of the school district.
17. When an employee "off duty" is called in for an emergency or other special assignments, he will be assured of a minimum of two hours reimbursement.
18. An employee's contract salary for the 1972-73 school year will be established as follows:
 1. Place on guide as near to step or level as possible.
 2. Additional for boiler's license (if custodian)
 3. Additional for supervision (if any)
 4. No individual increase to exceed 10% except for promotion or securing a boiler's license

19. Vacation may be taken at times other than the normal summer vacation period provided at least thirty (30) days' advance notice is given. Such vacation, however, must be approved by the Plant Engineer, and must not cause any disruption of normal operations, nor incur additional costs to the Board of Education.