

AGREEMENT

between

OCEANPORT CUSTODIAL ASSOCIATION

and

BOARD OF EDUCATION BOROUGH OF OCEANPORT

MONMOUTH COUNTY, NEW JERSEY

July 1, 2005 – June 30, 2008

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PREAMBLE

This Agreement, entered into this 12th day of April, 2005, by and between the Board of Education of the Borough of Oceanport, New Jersey, hereinafter called The Board and the Oceanport Custodial Association, hereinafter called The Custodial Association.

ARTICLE I
RECOGNITION

The Board hereby recognizes the Custodial Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment of custodial employees under contract or on leave.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws of 1968, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Any agreement so negotiated shall be reduced to writing, presented to the Board for adoption, and thereafter be signed by the Board and the Custodial Association.

B. During negotiations, the Board and the Custodial Association shall present relative data, exchange points of view and make proposals and counter proposals.

C. This Agreement incorporates the entire understanding of the parties on all issues which were or could have been the subject of negotiations. This Agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

D. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing, presented to the Board for adoption, and thereafter be signed by the Board and Custodial Association.

E. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of the Agreement with any other organization other than the Custodial Association for the duration of this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definition

A "Grievance" shall mean a complaint by an employee that there has been to him a personal loss, injury, or inconvenience because of a violation, misinterpretation or inequitable application of Board policy, or an administrative decision affecting him.

A grievance to be considered under this procedure must be initiated by the employee within thirty (30) days from the time when the employee knew or should know of its occurrence.

B. Procedure

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

(b) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

2. Any employee who has a grievance shall discuss it first with the Head Custodian, then if necessary, with the Building Principal in an attempt to resolve the matter informally.

3. If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within seven (7) days, they shall set forth their grievance in writing to the Principal specifying:

- (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 dissatisfaction with decisions previously rendered.

The Principal shall communicate his decision to the employee in writing within five (5) days of receipt of the written grievance.

4. The employee, no later than seven (7) days after receipt of the Principal's decision, may appeal the Principal's decision 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 or her dissatisfaction with the decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed fourteen (14) days. The Superintendent shall communicate his

decision in writing to the employee and the Principal.

5. If the grievance is not resolved to the employee's satisfaction, no later than seven (7) days after receipt of the Superintendent's decision he may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools shall attach all related papers and forward the request to the Board of Education. The Board committee thereof, shall review the grievance and shall hold a hearing with the employee and render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board.

6. Decisions of the Board shall be final and binding on all parties.

7. Rights of employee to representation.

(a) Any aggrieved person may be represented at all stages of the grievance procedure by themselves or, at their option, by a representative of their own choice.

(b) The Board shall assure the individual freedom from restraint, interference, coercion, discrimination or reprisal in presenting their appeal with respect to their personal grievances.

8. The Board and the employee shall be responsible for all costs incurred by each.

ARTICLE IV

CUSTODIAL EMPLOYMENT AND SALARY GUIDE

A. The Board of Education reserves the right to place the newly hired custodial employees on the proper step of the salary guide.

B. Ten-month agreements shall be made on a prorated basis as noted under the existing salary guide.

C. Substitute custodial staff shall be paid at the hourly rate shown on page 9. Retired Oceanport District custodians used as substitutes shall be paid at the hourly rate they received prior to retirement.

D. Overtime pay shall be based on the employee's hourly wage as shown on the current individual's salary in this Agreement.

E. Custodians shall receive overtime pay for hours worked on custodial duties in excess of their normal work day eight (8) hours and for Saturdays and Sundays as follows:

1. Time and one-half for overtime worked in excess of eight (8) hours on weekdays, including all hours worked on Saturdays.

2. Double time for overtime worked on Sundays.

F. Custodial employees of the Oceanport Board of Education shall receive salary increments as noted below:

1. Satisfactory recommendations from the head building custodian, building principal and the school district's Superintendent, to the Board of Education.

2. The Board of Education reserves the right to review all salary recommendations on the basis of their individual merit.

G. All custodians employed in the Wolf Hill School building shall hold a black seal boiler license or obtain one at the earliest opportunity.

H. Upon retirement, all unused accumulated sick leave days shall be reimbursed at the following rate:

2005-2006 \$25.00 per day to a maximum of \$5,000.00

2006-2007 \$25.00 per day to a maximum of \$5,000.00

2007-2008 \$25.00 per day to a maximum of \$5,000.00

CUSTODIAL GUIDE

STEP	SALARY 2005-2006	SALARY 2006-2007	SALARY 2007-2008	
1	\$24,500.00	\$25,112.53	\$25,740.34	
2	\$25,112.50	\$25,740.34	\$26,383.85	
3	\$26,117.00	\$26,769.95	\$27,439.20	

4	\$27,161.68	\$27,840.75	\$28,564.61	
5	\$28,248.15	\$28,954.38	\$29,703.57	
6	\$29,236.83	\$29,967.78	\$30,739.45	
7	\$30,113.94	\$30,866.81	\$31,638.48	
8	\$30,700.85	\$31,468.40	\$32,255.11	
9	\$31,928.89	\$32,727.14	\$33,545.32	
10	\$32,547.71	\$33,361.43	\$34,195.46	
11	\$33,225.79	\$34,056.46	\$34,907.87	
12	\$33,903.87	\$34,751.49	\$35,620.28	
13	\$34,581.94	\$35,446.51	\$36,332.68	
14	\$35,938.10	\$36,836.58	\$37,757.49	
15	\$36,616.18	\$37,531.61	\$38,469.90	

District Head Custodian will receive \$3,650.00 above their step on the Salary Guide as compensation for their extra responsibilities. Example: 15th Step - \$34,700 (\$31,970 + \$3,650)

Maple Place Head Custodian will receive \$675.00 above their step on the Salary Guide as compensation for their extra responsibilities.

Hourly rate is based on 2,080 hours per year. Night shift premium of (\$.2575) will be added to the base wage (\$550) per full-time night shift.

Salaries will be determined on a yearly basis.

Sub rates: 2005-2006 - \$12.00 2006-2007 - \$12.00 2007-2008 - \$12.00

ARTICLE V

ABSENCES AND/OR LEAVES

A. General

All full-time custodial employees shall be granted sick leave, military leave, and other approved absences or leaves as described in this Article.

B. Personal Illness

Full-time custodial employees shall earn 12 days of sick leave on July 1 for their employment, accumulating without limit.

C. Personal Leave Days

The absence of all custodial employees for personal reasons, other than illness, shall be three (3) days in any school year; said days shall be given without the applicant having to state the reason, other than the days are being taken under this Section. If any or all of these days are not used by the employee, the remaining time may be converted to sick time.

Any personal leave days in excess of three (3) days shall be considered unexcused and the custodial employee shall have one (1) day's pay deducted from his salary for each day of unexcused leave.

D. Death in the Immediate Family

Every full-time employee will be granted four (5) days leave for a death in the immediate family. Death in the immediate family shall be construed to mean spouse, mother, father, children, mother-in-law, father-in-law, brothers, sisters and grandparents, and/or other direct relative domiciled in the employee's house as a dependent of the employee.

E. Jury Duty

All full-time employees who are required to serve as jurors shall be granted the proper leave time.

Employees will be paid their full salary while serving as jurors and will sign over the check they receive for jury duty to the Board of Education.

F. Military Leave

Military leave will be granted all employees upon proper presentation of military orders. Job protection will be provided.

G. Extended Leave of Absence

Full-time employees applying for an extended leave of absence shall apply for such in a written statement with reasons stated. Each request shall be decided on its own merits at

the discretion of the Board of Education.

H. Definitions

1. Personal illness is hereby defined as absence from his duty because of personal disability due to illness or injury or because he has been excluded from school by the school district's medical authority because of contagious disease or being quarantined for such a disease in his immediate household.

2. An attending physician's certificate may be required for any and all sick leave claimed by custodial employees under Paragraph B of this Article.

I. Vacations

1. Full-time custodial employees shall be granted vacations based on years of service in the Oceanport School System, as described below:

(a) Less than one (1) year, one (1) working day for each month worked, not to exceed ten (10) working days;

(b) Two (2) weeks vacation, ten (10) working days shall be granted during the school year in which the employee starts the second (2nd) year in the Oceanport School System;

(c) Twelve (12) days vacation shall be granted during the school year in which the employee starts the fifth (5) year in the Oceanport School System;

(d) Three (3) weeks vacation, fifteen (15) working days shall be granted during the school year in which the employee starts the seventh (7th) year in the Oceanport School System;

(e) Four weeks vacation, twenty (20) working days shall be granted during the school year in which the employee starts the fifteenth (15th) year in Oceanport School System.

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2. Vacation Periods - vacations may be taken throughout the year under the following rules:

(a) All vacations must be approved by the Superintendent of Schools.

(b) Requests for vacations must be submitted at least one week in advance.

(c) In cases of conflict between vacation requests, the custodian with the most seniority shall be given first preference.

(d) During the months of July and August one custodian must be available for duty in each building. Exceptions are at the discretion of the

Superintendent.

(e) During the months of September through June two custodians must be available for duty in each building. Exceptions are at the discretion of the Superintendent.

(f) Vacations taken between September and June shall be limited to no more than three (3) consecutive days during any week.

(g) Between September and June one week must pass after a vacation before another vacation will be granted.

(h) Three (3) vacation days may be carried over each year, to be used by 12/31 of the current calendar year.

J. Holidays

1. The following days are considered paid holidays:

New Year's Day	Labor Day
Columbus Day	Election Day
Lincoln's Birthday	Veteran's Day
Washington's Birthday	Thanksgiving
Good Friday	Day After Thanksgiving
Memorial Day	Christmas
Fourth of July	

If school is in session, in lieu of days may be scheduled in place of the holidays.

2. The holidays shall be scheduled to insure the satisfactory completion of all work schedules.

ARTICLE VI

INSURANCE PROTECTION

A. The Board of Education shall pay the premium and subsequent increases for the duration of the Agreement for each custodian, and in cases where appropriate, for family plan coverage under the plan known as the employee health insurance program. Said coverage includes basic hospitalization, major-medical and medical-surgical. Said coverage covers the period July 1, 2005 until June 30, 2008. Deductibles and co-pays shall be equal to those negotiated by the Oceanport Education Association (OEA). Effective July 1, 2005 the Co-pay will be \$15.00 and will increase as negotiated in the successor contract to the current OEA contract. Coverage will be equal to or better than

that negotiated by the OEA in their next contract.

B. The Board of Education shall pay the premium and subsequent increases for the duration of the Agreement for each custodian (employee only) under the plan known as the employee dental plan, without orthodonture. Said coverage shall be equal to or better than the coverage provided to the OEA.

C. The above payments shall ally to whatever coverage an employee chooses and shall not restrict the employees's right to change coverage, as appropriate, in accordance with established rules.

D. The insurance coverage given above is for a three year period and is renegotiable at the end of this period.

ARTICLE VII

MISCELLANEOUS PROVISIONS

A. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by letter at the following addresses:

1. If by the Custodial Association to the Board, at Wolf Hill School.
2. If by the Board the President of the Custodial Association, by the appropriate school.

B. Custodians who may be required to use their own vehicles in the performance of their

duties shall be reimbursed at the internal revenue service rate.

C. Work Clothes

The Board of Education agrees to purchase work clothes (pants and shirts)for the custodians under the following conditions:

1. Each custodian will receive three (3) uniforms in his/her first year.
2. The uniforms will have the district's name and the custodian's name on them.
3. The number of uniforms for subsequent years will be determined by the conditions of the uniforms. The Business Administrator will do an inventory of the clothing every July to determine the need for additional clothing.
5. The custodians are responsible for the washing and care of the clothing. If a piece of clothing is lost, the replacement cost will be deducted from the person's salary.
6. Each Head Custodian will receive a pair of overalls.
7. Replacement of clothing prior to each July may be authorized by the Superintendent of Schools.

ARTICLE VIII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2008, subject to the Custodial Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date so indicated.

B. In witness whereof the Custodial Association has caused this Agreement to be signed by its President and Secretary, and the Board has caused this Agreement to be signed by its President and Secretary, and its corporate seal to be placed hereon, all on the day and year first above written.

OCEANPORT CUSTODIAL ASSOCIATION

OCEANPORT BOARD OF EDUCATION

BY _____

BY _____

DATED _____

DATED _____

BY _____

BY _____

DATED _____

DATED _____