

Contract no. 1063

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

JUN 23 1992

RUTGERS UNIVERSITY

A G R E E M E N T

between

TINTON FALLS BOARD OF EDUCATION
TINTON FALLS, N.J.

and

TINTON FALLS SERVICE EMPLOYEES ASSOCIATION

July 1, 1990 through June 30, 1993

Law Offices

MURRAY, MURRAY & CORRIGAN, ESQS.
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PREAMBLE

THIS AGREEMENT entered into this _____ day of _____, 1991, by and between the Board of Education of the TINTON FALLS SCHOOLS, the Borough of Tinton Falls, New Jersey, hereinafter called the "Board", and the TINTON FALLS SERVICE EMPLOYEES ASSOCIATION, hereinafter called the "Association" represents the understanding by the parties on all bargainable issues.

ARTICLE I
RECOGNITION

A. UNIT

1. The Board hereby recognizes the Association, during the lifetime of this Agreement, as the exclusive representative of all custodial and maintenance personnel as follows:

- a. Custodians
 - b. Head Custodians
 - c. Building Maintenance Men
 - d. Grounds Maintenance Men
 - e. Van Drivers
2. Definition of Employee

Unless otherwise indicated, the term employee when used hereinafter in this Agreement, shall refer to all custodial and maintenance personnel represented by the Association in the negotiating unit as defined above, and reference to male employees shall include female employees.

B. All teachers, secretaries, board secretary, managerial executives, confidential employees, craft employees and all other employees employed by the Board not specifically enumerated above as included in the negotiating unit are excluded from the negotiating unit.

ARTICLE II

NEGOTIATIONS OF A SUCCESSOR AGREEMENT

A. DEADLINE DATE

1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123 of the Public Laws of 1974 and the Rules and Regulations of the Public Employment Relations Commission, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment provided the Association continues as the majority representative. Either party may use a professional negotiator to act on its behalf if it so desires.

2. Subject to the foregoing, on or before the 10th day of August, the parties shall exchange proposals and negotiations shall commence no later than the 10th day of September of the year preceding the year in which this Agreement expires. If either party believes that successful resolution of all differences cannot be achieved, then and in that event either party shall have available to them the procedures set forth in Chapter 123, Public Laws of 1974, pertaining to mediation, and if that does not succeed, then fact-finding or such other methods which are now or may hereafter be available by statute or applicable regulation of the Public Employment Relations Commission.

B. MODIFICATION

1. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

2. Proposed new rules or modifications of existing rules governing negotiable terms and conditions of employment shall be negotiated with the majority representative before they are established.

ARTICLE III
GRIEVANCE PROCEDURE

A. DEFINITIONS

1. With regard to employees, the term "grievance" as used herein means an appeal by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application or violation of policies, agreements and administrative decisions affecting them. With regard to the Board, the term "grievance" as used herein means a complaint or controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

2. With respect to employee grievances, no grievance may proceed beyond Level 3 herein unless it constitutes a controversy arising over the interpretation, application or alleged violation of the terms and conditions of this Agreement.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to grievances. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Time Limits. Since it is important that grievances be processed as quickly as possible, the number of days indicated at each level should be considered as the maximum and every reasonable effort shall be made to expedite the process.

The time limit specified may, however, be extended by mutual consent.

3. In the event the appropriate representative(s) of the Board do not respond to the grievance at any step within the time limit specified, the grievance may be moved to the next step.

C. PROCEDURE

1. LEVEL ONE

The grievance shall first be discussed with the immediate supervisor involved in an attempt to resolve the matter informally.

2. LEVEL TWO

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) work days, he shall set forth his grievance in writing to the Business Administrator, specifying the following:

- a. The nature of the grievance and the injury, loss or inequity suffered.
- b. The results of previous discussion.
- c. His dissatisfaction with decisions previously rendered.

Upon receipt of the grievance, the Business Administrator will send a copy of the grievance to the Office of the Superintendent who will forward a copy to the Association. Upon receipt of the grievance, the Association may elect to have a representative present at all grievance meetings. The Business Administrator will communicate his decision to the employee, (the

Association) or its representative and the Superintendent of Schools, in writing, within five (5) work days of receipt of the written grievance.

3. LEVEL THREE

The employee may, within five (5) work days, appeal the Business Administrator's decision to the Superintendent of Schools. The appeal to the Superintendent must be made, in writing, reciting the matter submitted to the Business Administrator as specified above and his or her dissatisfaction with decisions previously rendered. The Superintendent, or his designee, shall attempt to resolve the matter as quickly as possible, but within a period not to exceed thirty (30) calendar days. The Superintendent shall communicate his decision, in writing, to the employee, the Business Administrator and the Association.

4. LEVEL FOUR

a. If the grievance is not settled through Levels 1, 2 and 3, either party shall have the right to submit the dispute to arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. Such dispute must be submitted to arbitration within ten (10) calendar days after a final determination at the preceeding step of the grievance procedure or such demand shall be barred as untimely.

b. The costs for the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses, including but not limited to the presentation of witnesses, shall be paid by the parties incurring same.

c. The parties direct the arbitrator to decide, as a preliminary question, whether he has jurisdiction to hear and decide the matter in dispute.

d. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto. The decision of the arbitrator shall be final and binding.

e. The arbitrator shall issue his award as expeditiously as possible.

ARTICLE IV
BOARD RIGHTS

A. The Board on its own behalf and on behalf of the citizens of the Borough of Tinton Falls and Shrewsbury Township, County of Monmouth, and State of New Jersey, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and of the United States.

B. The exercise of the powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and 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 of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Board of its powers, rights, authority, duties and responsibilities under R.S. 18A or any other national, state, county, district or local laws or regulations as they pertain to education, except as specifically and expressly modified by this Agreement.

ARTICLE V

EMPLOYEE RIGHTS

A. CRITICISM OF SERVICE EMPLOYEES

Any question of criticism by a supervisor, administrator or Board member of a service employee and his work shall be made in confidence and not in the presence of students, parents, or other public gatherings. Any question or criticism by a service employee of a fellow service employee, supervisor, administrator, or Board member shall be made in confidence to the individual and not in the presence of students, parents, or other public gatherings.

B. ASSOCIATION IDENTIFICATION

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

C. JUST CAUSE

The parties agree that there shall be no discharge or disciplinary action except for just cause, except for probationary employees.

D. PROBATIONARY EMPLOYEES

New employees shall serve a probationary period for 60 days. During that time, the Board shall have the right to discharge. Any such discharges shall not be subject to binding arbitration.

Probationary employees shall enjoy all other benefits that they are entitled to under this contract.

ARTICLE VI

ASSOCIATION RIGHTS AND PRIVILEGES

A. RELEASED TIME FOR MEETINGS

Whenever any representatives of the Association or any service employee participates during working hours in negotiations, grievance proceedings, conferences, or meetings mutually established by the parties, he shall suffer no loss in pay.

B. USE OF SCHOOL BUILDINGS

The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. Requests for the use of school buildings shall be made to the Board Secretary/Business Administrator in the District and approval shall not be unreasonably withheld.

C. BULLETIN BOARDS

The Association shall have, in each school building, the use a bulletin board and shall be assigned space on the bulletin board in the central office for Association notices. All material placed on any bulletin board so provided, must bear the signature of an authorized representative of the Association and a copy of same shall be provided to the building principal.

D. EXCLUSIVE RIGHTS

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 service employees, and to no other organizations.

E. INFORMATION

The Board agrees to furnish to the Association in response to reasonable requests from time to time, available public information required by the Association for collective negotiations or the processing of grievances. The Association shall pay for any copies made at the same rate as other members of the public. Nothing shall be construed to require the Board to furnish any confidential materials.

ARTICLE VII

NON-DISCRIMINATION

A. The Board and the Association agree that there shall be no discrimination against any employee because of race, creed, color, religion, sex, national origin or political affiliation.

B. The Board and the Association agree that all employees covered under this Agreement have the right, without fear of penalty or reprisal, to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Board or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE VIII

WORKING HOURS

A. The normal work week for employees covered in the Bargaining Unit is five (5) days, Monday through Friday.

B. The normal work day shall consist of eight and one-half (8 1/2) hours. This includes a one-half (1/2) hour lunch period.

ARTICLE IX

HOLIDAYS

A. The recognized holidays under this Agreement shall be as follows:

- | | |
|---------------------------|--------------------------------------|
| 1. Independence Day | 7. New Year's Day |
| 2. Labor Day | 8. Washington's Birthday |
| 3. Thanksgiving Day | 9. Good Friday |
| 4. Day after Thanksgiving | 10. Memorial Day |
| 5. Christmas Day | 11. NJEA Convention Day * |
| 6. Day after Christmas | 12. Martin Luther King's
Birthday |

B. Employees required to work on any of the aforementioned holidays shall be paid at the rate of straight time for all time worked and shall in addition receive eight (8) hours straight time pay for the holiday as such.

* If NJEA Convention is removed from the calendar, holiday reverts to Veterans' Day.

ARTICLE X

OVERTIME

A. When authorized by the Business Administrator, employees required to work overtime shall be paid at the rate of time and one-half (1 1/2) the individual's base rate after eight (8) hours of work each day. Employees may be required to work a reasonable amount of overtime.

B. SATURDAY AND SUNDAY WORK

When authorized by the Business Administrator, employees required to work on a Saturday shall be paid at the rate of time and one-half (1 1/2) the individual's base rate of pay and two (2) times the individual's base rate of pay for work performed on Sundays.

C. Employees who are called in to work without prior scheduling shall be considered to have been called in an emergency and shall be paid at the rate of time and one-half (1 1/2) the individual's base rate on Monday through Saturday, and two (2) times the individual's base rate of pay for work performed on Sundays and holidays. In addition, the employee shall receive five (\$5.00) dollars per emergency call.

ARTICLE XI

SERVICE EMPLOYEES EMPLOYMENT

A. PREVIOUS SICK LEAVE ACCUMULATION

Previously accumulated unused sick leave days shall be restored to all service employees returning to the District after an authorized leave of absence.

B. NOTIFICATION OF CONTRACT AND SALARY

Service employees shall be notified of their contract status (and salary status if known) for the ensuing year no later than June 15.

ARTICLE XII

SALARIES

A. SALARY SCHEDULE

The salary schedule of each service employee covered by this Agreement is set forth in Schedule "A" which is attached hereto and made a part hereof.

B. PROCEDURE FOR WITHHOLDING EMPLOYMENT OR ADJUSTMENT OF INCREMENTS

1. The Board has the right to withhold the employment or adjustment of increments in whole or in part for just cause related to the performance of duties.

2. If an individual has an employment increment or adjustment increment or part thereof withheld under this provision, he shall be placed on his proper step on the salary guide the following year unless, for just cause, the procedures set forth in this provision are followed once again, in which case the increment or increments previously withheld and any additional increments which may be due may be withheld in whole, or in part.

C. BLACK SEAL LICENSE

1. Employees are required to possess a black seal license as a condition of employment. Current employees shall have until July 1, 1992 to obtain said license and there shall be no limit on number of times to take test until that day. After July 1, 1992, continuation of employment without license subject

to the Board's discretion. New employees to have one year to obtain license. Board agrees to pay for courses taken.

2. Payment for black seal license:

Effective July 1, 1990 - \$250.00

Effective July 1, 1991 - \$275.00

Effective July 1, 1992 - \$300.00

D. OUTSIDE GROUNDSKEEPER

The Board agrees to pay an annual stipend of \$1,000 for the outside groundskeeper position.

ARTICLE XIII

EMPLOYEE ASSIGNMENT

A. NOTIFICATION

1. Date for Presently Employed Service Employees

All service employees shall be given written notice of their salary schedules and building assignments for the forthcoming year not later than June 15 of each school year, except in cases of emergency. A list of said schedules and assignments shall be simultaneously sent to the Association.

2. Revisions

In the event that changes in such building assignments are to be made after August 1 of each school year, the Association and any employee affected shall be notified promptly in writing.

B. EXPENSES

Employees who may be required to use their own automobiles in the performance of their duties and who are assigned to more than one (1) school per day shall be reimbursed for all such travel at the rate of fifteen (\$.15) cents per mile for all driving done between arrival at the first location at the beginning of their work day, provided, however, that if the distance from the employee's home to his first location or from the employee's last location to his home is greater than the distance between the employee's home and his base school, he shall be reimbursed for the difference at the rate of fifteen (\$.15) cents per mile.

C. Attendance at conventions/professional courses shall be granted to one staff person per building upon two weeks notice provided the Superintendent approves and the employee pays the expense.

ARTICLE XIV
VOLUNTARY TRANSFERS AND
REASSIGNMENTS

A. NOTIFICATION OF VACANCIES

1. Date

As soon as he is aware of them, the Superintendent shall deliver to the Association and post in all school buildings, a list of known vacancies.

2. Filing Requests

Employees who desire a transfer to another building may file a written request of such desire with the Business Administrator. Such requests for transfers for the following year shall be submitted not later than May 1, unless the position was posted later, in which event the employee shall apply within ten (10) days of posting.

ARTICLE XV

PROMOTIONS

A. PROMOTIONAL POSITIONS

All vacancies in promotional positions shall be publicized by the Superintendent.

B. CRITERIA FOR NOTICE

The qualifications for the position, its duties and the rate of compensation, shall be clearly set forth. All applicants shall have ten (10) days from the date of posting to submit applications.

ARTICLE XVI

DEDUCTION FROM SALARY

A. ASSOCIATION PAYROLL DUES DEDUCTION

1. The Board agrees to deduct from the salaries of its service employees dues for the Tinton Falls Service Employees Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52-14-15.9e) as amended, and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made.

2. The Association shall certify to the Board, in writing, the current rate of its membership dues. If during the life of this Agreement there should be any change in the rate of its membership dues, the Association shall furnish to the Board written notice sixty (60) days prior to the effective date of such change. It is understood that the only obligation of the Board shall be to remit to the Association the total deductions.

3. The Association will provide the necessary "check-off authorization" form and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Superintendent, or his designee. The Association shall indemnify, defend and save the Board harmless against any

and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon said salary deduction authorization cards submitted by the Association to the Board.

ARTICLE XVII

LEAVE

A. SICK LEAVE

1. Employees shall be entitled to thirteen (13) days per year of sick leave, accumulated annually.

2. Employees may be required to furnish a medical certificate for absences where, in the judgment of the Business Administrator, the furnishing of such certificate is appropriate.

3. Abuse of sick leave may be cause for disciplinary action, including discharge.

B. PERSONAL DAYS

1. Four (4) days per year of leave may be used for personal, business, household or family matters described in this section and shall be non-accumulative.

2. Business means an activity that requires the employee's presence during the work-day and is of such a nature that it cannot be attended to at a time outside the work-day.

3. Personal, household or family refers to matters when the employee's absence from duty is necessary for the welfare of the employee or his family.

4. Application in duplicate for a personal day containing the reasons for the leave must be submitted whenever possible one (1) day in advance (except in cases of emergency). Emergency days may be granted for an unforeseen occurrence which necessitates the presence of the employee and for which the

individual had no prior knowledge and is unable to resolve the situation outside the work-day.

5. A personal day shall not be granted for a day preceeding or following holidays or vacations and the first or last days of the school year.

C. FAMILY ILLNESS

Three (3) days leave may be granted to an employee for illness of a parent, brother, sister, spouse, child or other relative living in the immediate family.

D. DEATH IN THE FAMILY

1. A maximum leave will be allowed without loss of pay of five (5) consecutive calendar days, including the day of the funeral, for spouse, child or parent.

2. A maximum leave will be allowed without loss of pay of four (4) consecutive calendar days, including the day of the funeral, for son-in-law, daughter-in-law, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, or any other member of the immediate household.

3. If requested by an employee, the Superintendent, in his sole discretion, will consider granting up to two (2) extra days of leave without loss of pay when an employee must travel out of state in the event of a death in the family.

E. PAYMENT FOR UNUSED SICK LEAVE

Custodians who retire between July 1, 1990 through June 30, 1991, shall be paid \$35.00 per day of unused accumulated sick leave to a maximum of \$3,500.00. Custodians who retire between July 1, 1991 through June 30, 1993 shall be paid \$37.00 per day

of unused accumulated sick leave to a maximum of \$3,700.00. In order to be eligible for this benefit, retiring custodians must give notice of intention to retire not later than December 15 of the year preceding the year of their retirement. If notice is not given in a timely fashion, payment of the retirement sick leave benefit shall be delayed until the budget year following the date of retirement.

ARTICLE XVIII

VACATIONS

A. All employees shall be entitled to an annual vacation in accordance with the following schedule:

<u>YEARS OF CONTINUOUS EMPLOYMENT</u>	<u>NUMBER OF VACATION DAYS</u>
1st year	One (1) day per month, not to exceed ten (10) working days.
2nd through 5th year	Ten (10) working days.
6th through 11th year	Fifteen (15) working days.
12th through 17th year	Twenty (20) working days.
18th year and over	Twenty-Two (22) working days.

B. Employees shall be permitted to accumulate up to twenty-two (22) vacation days. Those with a greater amount accumulated as of November 29, 1991 shall be permitted to maintain this accumulated maximum.

C. Vacations shall be scheduled throughout the year. A maximum of one employee per building shall be permitted to be on vacation at any one time. Any additional requests shall be decided on a case-by-case basis. Vacation requests are subject to the Board's approval. No vacations shall be permitted for the two week period preceding the opening of school.

D. Vacations shall be scheduled on the basis of seniority.

ARTICLE XIX

FOUL WEATHER GEAR

A. The Board agrees to provide the Bargaining Unit with six (6) sets of foul weather gear.

ARTICLE XX

INSURANCE PROTECTION

A. The Board shall furnish to each regular full time employee based on present cost, a health insurance program consisting of New Jersey Health Plan, Medical-Surgical, Rider "J" and Major Medical. Any increase in the insurance premiums during the lifetime of this Agreement shall be borne by the individual employee.

B. The Board of Education shall provide for each regular full time employee non-contributory term life insurance under the State Pension Plan, as well as the other New Jersey State PERS Benefits.

C. The Board will replace one (1) set of eyeglasses each year when the eyeglasses have been broken in the course of the employee's work. In the alternative, the Board will repair eyeglasses damaged in the course of work, but the cumulative cost of such repairs shall not exceed the cost of a replacement pair in any one year.

D. The Board shall fully fund a dental program, identical to that of the teachers, providing full family coverage.

E. The Board shall fully fund a prescription program providing full family coverage with a \$1.00 co-pay by the employee. This program shall be identical to that of the teachers except that, if the teachers' plan provides for a higher co-pay, the Board will absorb that additional cost for the custodians.

ARTICLE XXI

SENIORITY

A. The Board recognizes the desirability of a work force in which length of service, loyalty and experience are rewarded. The Board will therefore consider seniority as one factor when making a decision to promote or transfer a member of the bargaining unit.

ARTICLE XXII

MAINTENANCE OF OPERATIONS

A. The Association agrees that during the term of this Agreement neither the service employee organization nor any person acting on its behalf will cause, authorize, or support, nor will any of its members take part in any strike, work stoppage or slowdown.

ARTICLE XXIII

SEPARABILITY AND SAVINGS

A. 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 applications 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.

ARTICLE XXIV

FULLY BARGAINED PROVISIONS

A. This Agreement represents and incorporates the understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XXV

DURATION OF AGREEMENT

A. This Agreement shall be in full force and effect as of July 1, 1990, and shall remain in effect to and including June 30, 1993, subject to the parties' right to negotiate over a successor Agreement as provided in Article II.

IN WITNESS WHEREOF, the parties hereto have hereunder set their hands and seals at Tinton Falls, New Jersey, on this _____ day of _____, 1991.

SCHEDULE A

Effective July 1, 1990-June 30, 1991

<u>Step</u>	<u>Salary</u>
1	17,009
2	17,509
3	18,009
4	18,635
5	19,491
6	20,347
7	21,294
8	22,241
9	23,182

Effective July 1, 1991-June 30, 1992

<u>Step</u>	<u>Salary</u>
1	17,997
2	18,497
3	18,997
4	19,623
5	20,479
6	21,335
7	22,282
8	23,582
9	24,882

Employees to move up one step effective July 1, 1991.

Effective July 1, 1992-June 30, 1993

<u>Step</u>	<u>Salary</u>
1	19,497
2	19,997
3	20,623
4	21,479
5	22,335
6	23,282
7	24,582
8	26,682

Employees remain on the same step effective July 1, 1992.