

COLLECTIVE NEGOTIATIONS AGREEMENT BETWEEN  
THE UNION TOWNSHIP BOARD OF EDUCATION  
AND  
THE ASSOCIATION OF CUSTODIAL,  
MAINTENANCE & TRANSPORTATION EMPLOYEES  
FOR THE PERIOD  
JULY 1, 2009 TO JUNE 30, 2012

**CONTRACT**  
**UNION BOARD OF EDUCATION**  
**AND**  
**THE ASSOCIATION OF CUSTODIAL, MAINTENANCE**  
**AND TRANSPORTATION EMPLOYEES**

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## **ARTICLE I - PURPOSE**

1.01 The Board and the Association have entered into this Agreement for the purpose of establishing conditions under which employees, as hereinafter defined, shall be employed to work for the Board and procedures for the presentation and resolution of grievances, and for the purpose of regulating the mutual relations between the Board and said employees with a view to promoting and insuring harmonious relations and cooperation.

## **ARTICLE II - RECOGNITION**

2.01 The Board recognizes the Association as the exclusive bargaining agent with respect to the terms and conditions of employment for a unit consisting of full-time (1) Custodians; (2) Maintenance Personnel; and (3) Transportation Personnel. Excluded from the unit are Supervisor(s) of Transportation, and Director of Operations and Maintenance.

## **ARTICLE III- RIGHTS AND RESPONSIBILITIES**

3.01 In the administration of all matters not specifically covered by the Agreement, Association Members are governed by the provisions of any existing or future laws and regulations including policies set forth in the Board Policy Manual and other Board regulations which may be applicable. The Agreement shall, at all times, be applied subject to such laws, regulations and policies, subject to the provisions of Chapter 303 as supplemented and amended.

3.02 Nothing contained herein shall be construed to deny or restrict to any Association Member such rights as he or she may have under New Jersey Law or other applicable laws and regulations. Nor shall anything herein be construed to deny or restrict from the Board such rights as it may have under New Jersey school law or any other applicable laws and regulations. The rights granted to association members hereunder shall be deemed to be in addition to those provided elsewhere by law.

3.03 In any emergency situation or circumstance, the Board may take such actions, as it deems appropriate.

3.04 The Association agrees that, consistent with the law, the Board may make such rules and regulations to carry out its legal obligations and responsibilities not inconsistent with the terms of this Agreement.

3.05 The employer will notify the Association in writing of all promotions, demotions, transfers, suspensions, discharges and any formal conferences or hearings.

3.06 The employer will notify the Association in writing prior to a layoff.

## ARTICLE IV - GRIEVANCE PROCEDURE

4.01 It is recognized that in any organization involving employer-employee relations, misunderstandings and disagreements will occasionally arise wherein both parties, in good faith, are unable to reach a point of resolution of their differences. When such is the case, the complaining employee is entitled to fair and objective review and decision by successively higher levels of employer authority until a point of resolution is reached. In presenting his or her personal grievance, the employee shall be assured freedom from prejudicial action.

4.02 The purpose of the grievance procedure is to secure, at the lowest administrative level, Solutions to any problem or misunderstanding that may be settled between the parties involved.

4.03 The purposes of this Article, the term "Board" or "Employer" is the Board of Education of the Township of Union. The term "Employee" is any person represented by the bargaining unit.

4.04 The employee will carry out all duties, assignments and directives of the Board and the Business Administrator while any grievance is being processed.

4.05 For the purpose of providing an orderly system for resolving grievances, the following procedure is hereby promulgated:

Grievances involving custodial or maintenance employees shall proceed as follows:

| <u>Level</u> | <u>Filed With</u>                         | <u>Required filing deadline<br/>(work days)</u> | <u>Required response<br/>time (work days)</u> |
|--------------|---|---|---|
| Level I      | Director of Operations<br>And Maintenance | 10 days*  | 10 days                                       |
| Level II     | Asst Superintendent<br>Of Schools         | 10 days*  | 10 days                                       |
| Level III    | Superintendent of<br>Schools              | 10 days*  | 10 days                                       |
| Level IV     | Board of Education                        | 10 days*  | 30 days                                       |

Grievances involving transportation employees shall proceed as follows:

| <u>Level</u> | <u>Filed With</u>               | <u>Required filing deadline<br/>(work days)</u> | <u>Required response<br/>time (work days)</u> |
|--------------|---------------------------------|---|---|
| Level I      | Supervisor of<br>Transportation | 10 days   | 10 days                                       |
| Level II     | Business Administrator          | 10 days*  | 10 days                                       |
| Level III    | Superintendent of<br>Schools    | 10 days*  | 10 days                                       |
| Level IV     | Board of Education              | 10 days*  | 30 days                                       |

\*Ten (10) days from the date on which the response is due from the previous level or date received whichever is sooner.

4.05.1 The grievant shall have ten (10) working days from the date of the alleged incident complained of, to file a grievance at Step I. After ten (10) days, the grievance shall be considered abandoned. Subsequent appeals shall be made not later than the tenth (10<sup>th</sup>) day following the date upon which the grievance response is due at the previous level or date received whichever is sooner. If not so moved, the grievance shall be deemed abandoned.

4.05.2 All appeals beyond this level shall be made in accordance with the time limitations of the respective offices and agencies in question.

4.05.3 All grievances, appeals and decisions shall be in writing.

4.05.4 The time limits expressed herein may be extended by mutual agreement.

4.05.5 The employee has the legal right to take his or her grievance to any appropriate external agency.

4.05.6 The Director of Operations and Maintenance or his designee shall render a decision within seven (7) calendar days after receiving the appeal. Grievances shall be answered in writing.

4.05.7 An appeal from the decision of the Director of Operations and Maintenance to the Assistant Superintendent of Schools shall be made within seven (7) calendar days after receiving the decision of the Director of Operations and Maintenance. The Board shall respond within fifteen (15) calendar days. Grievances shall be answered in writing.

Appeal to the Board of Education - Same time period as appeal to the Superintendent of Schools except an appeal to the Board of Education shall provide the Board with thirty (30) days to respond.

4.05.8 An appeal to the Board of Education shall be made within seven (7) days after receiving the decision of the Superintendent of Schools. The Board of Education shall respond within thirty (30) days.

4.05.9 All appeals beyond this level shall be made in accordance with the time limitations of the respective offices and agencies in question.

4.06 The employer recognizes the right of the Association to designate two (2) representatives and two (2) alternate representatives. The authority of the representatives and alternates so designated by the Association shall be limited to and shall not exceed the following duties and activities: As stated in 4.06.1 and 4.06.2.

4.06.1 The investigation of grievances in accordance with the provisions of the collective bargaining agreement.

4.06.2 Transmission of messages and information regarding grievances, which shall originate with and be authorized by the Association or its officers provided such messages and information: (a) have been reduced to writing; (b) if not reduced to writing are of routine nature and do not involve work stoppages, slow downs, or any other interferences with the normal school session.

4.07 The representatives and alternates shall be permitted to investigate, present, and process grievances. The foregoing shall not be conducted during working hours unless prior permission has been obtained from the Director of Maintenance and Operations or the Business Administrator and such permission shall not be unreasonably withheld. Any time spent in handling grievances during scheduled working hours shall be considered time worked. This section may be utilized by the Association for maximum of two (2) representatives and a maximum of one (1) hour may utilize this section, subject to the foregoing limitations.

#### **ARTICLE V - SENIORITY**

5.01 Seniority for the purpose of this Article shall be based upon the employee's most recent continuous length of service with the Board.

5.02.1 All employees are hired for a fixed term, one year contract basis.

5.02.2 All employees shall be considered probationary employees for the first six (6) months of their employment. Probationary employees may be disciplined or terminated at any time for any reason whatsoever at the sole discretion of the Board and they shall not be entitled to utilize the provisions of the Complaint Procedure. Upon completion of such probationary period, their seniority will be dated as of the date of the commencement of their employment. In the event that two (2) employees commence their employment on the same date, their respective seniority shall be determined by the alphabetical order of their last names, and if their last names are the same, then by the alphabetical order of their first names. Layoffs of probationary employees may be based upon performance evaluations.

5.03 An employee's seniority shall cease and his employee status shall terminate for any of the following reasons:

5.03.1 Resignation or retirement.

5.03.2 Discharge for cause or failure of the Board to re-appoint.

5.03.3 Continuous layoff for a period exceeding six (6) months.

5.03.4 Failure to report to work for a period of two (2) consecutive scheduled working days without notification to the Office of Director of Operations and Maintenance of a justifiable excuse for such absence.

5.03.5 Failure to report back to work immediately upon expiration of vacation, leave of absence or any renewal thereof unless return of work is excused in advance by the Assistant Superintendent of Schools or Board of Education, as applicable.

5.03.6 Conviction of an offense for which a sentence of imprisonment in excess of a term of three (3) months is authorized by the New Jersey Criminal Code.

5.03.7 Failure to comply with the provisions of Article 7.03 (boiler licensing).

5.03.8 Falsification of sign-in or sign-out record.

5.04 When the Board decides to reduce the number of employees in any particular job title, irrespective of the school to which the employee is assigned, the employee or employees in such job title with the least seniority shall be laid off first.

5.05.1 Vacancies – When a vacancy occurs in a position within the bargaining unit, whether that position is an existing one or a newly established one, the vacancy shall be announced by posting of a notice identifying what building the vacancy is located, the hours pertaining to the vacancy and qualifications for the vacancy. All written job postings will be sent to all head custodians to be posted on custodian room bulletin board for a period of fourteen (14) calendar days. Interested employees may apply for the vacant position by indicating their interest in writing to the Business Administrator within the time limit specified above. In-house candidates shall be granted an interview. The Board of Education shall consider an employee's longevity/seniority in position as a factor when making a selection of an employee for transfer to another position. Other criteria may also be used.

5.05.2 Each employee who is promoted shall serve a probationary period of six (6) months in his new post. The probationary period shall be extended so as to include the summer months in each case wherein the summer months are not included within the six (6) month probationary period. The probationary period for purposes of this paragraph shall relate solely to the performance of the employee in the position to which he/she is promoted; in all other respects the employee shall retain all rights accrued under this agreement.

5.06.1 Overtime shall be assigned in accordance with a seniority list, which shall set forth the names of the employees in order of their seniority. The first overtime assignment at any particular location shall be assigned to the most senior employee on the seniority list for that location. If the most senior employee is unwilling to accept the overtime assignment, the next most senior employee shall have the opportunity to accept that assignment. Overtime assignments will proceed down the seniority list. If an employee to whom an overtime assignment has been offered shall decline to accept that assignment, he/she will be passed and will not be offered any other overtime assignment until his/her turn is reached again. If an employee is offered an overtime assignment and is unable to perform the assignment because he/she is unqualified to do the work assigned, he/she will be offered the next overtime assignment. During the heating season (October 1 through April 30) only custodians holding a valid black seal license shall be eligible to work overtime at times when only one custodian is required for the work involved. In such cases, the custodian not holding the license will be passed

and will not be offered any other overtime assignment until his/her turn is reached again. Seniority lists shall be maintained in each school for custodial overtime, In the maintenance shop for trade and snow overtime and in the employees' break room for transportation overtime. Lists shall consist of employee name and a notation as to overtime and in the employees' break room for transportation overtime. Lists shall consist of employee name and a notation as to overtime assignments as follows:

- A = Accepted
- R = Refused
- U = Unavailable
- \* = Next person scheduled to work

If an employee is contracted and there is no response or no answer, a notation of "U" shall be made on the list and said employee shall not be eligible again until his/her turn is reached. Overtime assignments shall be scheduled forty-eight (48) hours in advance unless an emergency exists. Temporary, part-time or substitute employees shall not be eligible for overtime work except in an emergency as designated and assigned by the Superintendent of Schools or designee.

5.06.2 In the event that all employees who are offered a particular overtime assignment decline to accept that assignment, the least senior employee who was offered the assignment shall be obligated to accept it. Refusal to accept such an assignment shall be grounds for discipline. Overtime for maintenance personnel shall be assigned to the appropriate trade first, by seniority, on a rotating basis, then to all other tradesmen, by seniority, on a rotating basis. In the event assistance is required to complete said overtime assignment, a list will be maintained by the Director of Operations and Maintenance or his designee in accordance with Article 5.06.1.

5.06.3 In the interest of safety, it may not always be possible to rotate overtime work on a strictly equitable basis because the individual might not possess the necessary skills for the overtime work. Whenever such a situation arises, it shall be the responsibility of the Director of Operations and Maintenance or his designee to determine whether the individual has the appropriate training to do the job. If he/she does not have the appropriate skills, the job will be offered to the next person in rotation who does possess the appropriate skills.

5.06.4 Notwithstanding the foregoing, snow overtime shall be available to those who apply to the posting for interested employees. A snow overtime seniority list shall be compiled with groundsmen first, by seniority, then all other trades, by seniority. Overtime shall be offered on a rotating basis.

5.07 Temporary or part-time help employed by the Board shall not be subject to the provisions of this Agreement, and shall not acquire any rights hereunder. Temporary employees shall be those who work less than four (4) continuous months during any calendar year. Part-time employees shall be those custodial and maintenance employees who work less than an average of twenty (20) hours per week, and part time school bus drivers and transportation aides who are covered under a separate contract. A substitute employee is someone who is called upon to take the place of a full-time employee who is absent from his/her duties.

5.08 In addition to the seniority rights set forth above, employees in higher rated job categories (based upon salary categories), who would be laid-off because of reductions, may exercise seniority rights and transfer to lower-rated jobs so long as they have greater seniority in the district than those persons they would replace. However, if the person is unable to perform the job, or is unqualified, in the absolute discretion of management, then the employee shall not have such seniority rights. In addition to the foregoing, employees who due to budgetary layoff or reduction in force, choose to remain in the district and bump someone of lesser seniority, the person who exercise those bumping rights would also be entitled to regain his or her former position if that position was to be re-established by the Board of Education.



5.09 Notice of opportunity for re-employment of a laid off employee shall be made by first class mail to the last known address of such employee.

## **ARTICLE VI - HOURS OF WORK**

6.01 The normal workweek shall consist of five (5) days from Monday to Friday inclusive and shall consist of eight (8) working hours per day.

6.02 The normal workday by job classification and location during the school year (September through June) shall be as follows:

6.02.1 Assistant Custodians, Custodian/Firemen, Lead Men, and Head Custodians shall work either of three schedules to which they may be assigned:

- First Shift - 7:00 A.M. to 4:00 P.M. with one (1) hour for lunch.
- Second Shift - 3:00 P.M. to 12:00 midnight, with one (1) hour for lunch.
- Third Shift- 11:00 P.M. to 7:30 A.M., with one half (1/2) hour for lunch.

6.02.2 The normal work day by job classification and location during the summer (July through August) for Assistant Custodians, Custodian/Firemen, Lead Men, and Head Custodians shall be as follows:

- Day Shift - 6:30 A.M. to 3:30 P.M., with one (1) hour for lunch. Exceptions to these hours may be made at the discretion of the Assistant Superintendent of Schools or his designee.

6.02.3 When school is not in session during the period September through May and no after-school activities are scheduled, all custodians will work from 7:00 A. M. to 4:00 P.M., with one (1) hour for lunch.

6.03 The Assistant Custodian or Custodian/Fireman in the Administration Building shall commence work at 7:30 A.M. and end at 4:30 P.M., with one (1) hour for lunch. Exceptions to these hours may be made at the discretion of the Assistant Superintendent of Schools or designee.

6.04 All Maintenance personnel - General, Skilled and Specialists shall commence work at 7:00 A.M. and end at 4:00 P.M., with one (1) hour for lunch. Summer hours will be 6:30 A.M. to 3:30 P.M. with one (1) hour for lunch. Exceptions to these hours may be made at the discretion of the Assistant Superintendent of Schools or designee.

6.05 School Bus Drivers shall commence work at 7:00 A.M. and end at 4:00 P.M. with one (1) hour for lunch. Exceptions to these hours may be made at the discretion of the School Business Administrator or designee.

6.06 The normal hours may be altered at the discretion of the Assistant Superintendent of Schools or his/her designee when unusual circumstances warrant such change. In the event of a snowfall of two (2) inches or more, the Head Custodian of each building shall be responsible for calling all of his Assistant Custodians and Custodian/Fireman in to work and shall coordinate his activities with the Director of Operations and Maintenance. Should an Assistant Custodian or Custodian/Fireman not receive a call from the Head Custodian when two (2) inches of snow has accumulated, he/she shall have the responsibility to call the home of the Head Custodian for instructions.

6.06.1 Hours indicated in this section shall be amended as follows:

- 2003-2004 school year – two (2) hours
- 2004-2005 school year – three (3) hours
- 2005-2006 school year – four (4) hours

Whenever it is not necessary to apply flex hours to all members of a specific category, an inquiry shall be made as to any members within the category who wish to volunteer to work the flex hours; however, should there be no volunteers, members will be assigned flex hours in accordance with normal seniority rotation. Except in emergencies, this Article will not be invoked unless the member(s) have been given seventy-two (72) hours advance notice. Flex time shall not be used in such frequency so as to amount to a normal work schedule. Flex time shall not be used as a punitive measure.

6.07 All employees in this unit shall sign in at the actual time of arrival on the job and sign out at the actual time of departure from the job. No other employee may sign in or out for another employee.

6.08 There shall be an allowance of fifteen (15) minutes at a time approximately mid-way between the starting time and lunch/dinner hour for a refreshment break. This break shall be taken at the building in which the individual is currently working.

6.09 Each Association Member shall be allowed ten (10) minutes of clean-up time before his/her daily tour of duty ends.

6.10 Two (2) employees shall be assigned to work in a building on second (2<sup>nd</sup>) or third (3<sup>rd</sup>) shifts, except in an emergency, as determined by the Superintendent of Schools.

6.11 Substitute Custodians will be offered to fill in first; if no subs are available, job assignments will then be offered to first shift custodians. If no first shift custodians are available or if an insufficient number of first shift custodians are available, the districtwide list shall be utilized to assign employees to an overtime assignment.

## **ARTICLE VII - WAGES/EVALUATION**

7.01 Salary increases:

- Effective 7/1/09 – 4%\*
- Effective 7/1/10 - 4%\*
- Effective 7/1/11 - 4%\*

\*Added to base salary

7.02 The granting of increases and guide increments is contingent upon evaluation of job performance and is not automatic.

7.03 All Assistant Custodians appointed after July 1, 1981 shall acquire a New Jersey State License as a qualified fireman (Black Seal) within two (2) years of their date of employment as a condition of continued employment.

7.04 The initial cost and annual renewal fee for the Black Seal, Plumber and Electrician licenses shall be paid by the Board for the duration of employment.

7.05.1 Any employee beginning employment between July 1st and March 31 shall receive the increase in salary effective July 1, if employed the next employment year, provided his/her job performance evaluation warrants such advance. (Effective 7/1/07)

7.05.2 Any employee hired between April 1st and June 30<sup>th</sup> shall not be eligible for raise the following July 1<sup>st</sup>. (Effective 7/1/07)

7.05.3 Promotional placement on the new appropriate salary guide shall follow the same procedure as described in 7.05.1 and 7.05.2 of this Article.

7.06 Pay Day - All employees shall be paid his/her base pay semi-monthly in accordance with all scheduled pay dates of all other employees of the Board. All overtime pay, if any, shall be paid on the supplemental payroll following the month in which the wages were earned.

7.07.1 Overtime Pay - The regular workweek for employees shall be forty (40) hours. All hours worked in excess of forty (40) hours in any one week shall be paid at an overtime rate of one and one half (1 1/2) the employees hourly rate. Holidays, vacation days, sick days and personal days shall be included in the calculation of the forty (40) hour work week for overtime purposes.

7.07.2 If a bus driver reports for a scheduled overtime assignment that was cancelled and the driver was not advised of a cancellation prior to his/her arrival at the worksite, said employee shall be paid a minimum of two (2) hours of pay at one and one half (1-1/2) times their regular rate of pay.

7.07.3 Compensatory time may be requested by an employee in lieu of payment for overtime. Compensatory time shall be calculated at a rate of one and one-half (1-1/2) times the number of hours worked. Employees shall not accumulate more than 240 hours of compensatory time in their bank. Compensatory time in lieu of overtime must be submitted for approval to the Director of Operations and Maintenance. Usage must be approved, in writing, prior to utilization.

#### 7.08 Night Bonus Rates

- Second Shift (3:00 p.m. - 12:00 midnight) - as indicated on the salary guide.
- Third Shift (11:00 p.m. - 7:30 a.m.) - as indicated on the salary guide.

7.09 Responsibility Pay - Acting Head Custodian - Compensation for acting Head Custodian shall be \$10.00 per day from the first day of head custodian absence. Eligibility for acting head custodian pay requires a valid New Jersey Boiler Operators license.

7.10 Call-In Pay - Any employee in this unit who is called in for an emergency shall be paid at the rate of two times the normal hourly rate for all hours worked with a guaranteed minimum of two (2) hours.

7.11 Longevity - All employees who have completed fifteen (15) years of continuous service by July 1 shall receive \$1,000 above his/her respective salary guide and \$1,500 above his/her respective salary guide after the completion of twenty (20) years by July 1. Employees who have completed twenty-five (25) years of continuous service by July 1, shall receive \$2,000 above his/her respective base salary each year. Anyone hired after July 1, 2001 shall not be eligible for any longevity benefits whatsoever. Anyone hired prior to July 1, 2001 shall be eligible for longevity benefits according to this Article. (Effective 7/1/07)

#### 7.12 EVALUATIONS

7.12.1 The following evaluation procedure shall be followed:

7.12.2 The Principal and Head Custodian shall evaluate the Custodians in their building.

7.12.3 The Principal and Director of Operations and Maintenance shall evaluate the Head Custodian of a Building.

7.12.4 The Director of Operations and Maintenance shall evaluate the Maintenance Personnel.

7.12.5 The Supervisor of Transportation and the Business Administrator shall evaluate the Transportation Personnel.

7.12.6 In all cases, the Assistant Superintendent of Schools may perform evaluations.

7.12.7 All personnel will be evaluated twice during the school year, as follows:

- 1st evaluation period - April-September
- 2nd evaluation period - October-March

7.12.8 A copy of each evaluation report on an employee shall be given to the employee evaluated. The employee shall sign the Board's copy, which is only to acknowledge receipt of the report. Whenever an employee disagrees with his/her evaluation, said employee shall be entitled to a conference with the immediate supervisor, the Director of Operations and Maintenance or his designee and a representative of the employee's choice. An employee shall have five (5) working days after a conference to submit a written response to the evaluation report and the response shall be attached to the file copy of the report.

7.12.9 In individual cases, an employee may be evaluated as many times in a school year, at the discretion of the Assistant Superintendent of Schools as may be deemed necessary.

7.12.10 In determining whether an employee should be offered a contract for the next year, the evaluations and all other relevant information may be considered by the Board of Education and the administrative staff.

7.12.11 No separate personnel file, which is not available for the employees inspection, shall be maintained. Employees shall be provided with a copy or be advised of an addition of any documents that are placed in the employees file. Employees shall have the right to discuss with administration documents and/or materials in their file that they feel are obsolete or otherwise inappropriate to retain. There shall be no limit on the number of visits to the employee file.

7.13 Salary Guide - Management reserves the right at time of hire of a skilled maintenance/specialist to place him/her on the salary guide commensurate with experience but not higher than the maximum starting salaries set forth in each respective title. To qualify for electrician/plumber state license guide the employee must demonstrate that he/she has a New Jersey State license to practice his/her trade and is recommended by the Business Administrator and the Director of Operations and Maintenance. Such recommendation must also be approved by the Board. When an employee moves to a higher job classification (i.e. head custodian) said employee shall be increased in compensation to the maximum starting salary (as set forth in Article 7.13) or if the present salary is greater than the maximum starting salary of the new title, a salary increase of up to ten percent (10%) shall be added to the present salary.

## ARTICLE VIII - VACATIONS AND HOLIDAYS

8.01 Vacation Schedule - Association Members shall be allowed one (1) vacation day for each month employed from the date of employment to July 1st, with a maximum of ten (10) days. After the first year, the schedule will be as follows:

- Less than seven (7) years by July 1st - ten (10) working days.
- More than seven (7) years and less than fifteen (15) years by July 1st - fifteen (15) working days.
- More than fifteen (15) years and less than nineteen (19) years by July 1st - twenty (20) working days.
- Nineteen (19) years or more by July 1st - twenty-three (23) working days.

8.02 Vacation time-off during the school year may only be taken under the following conditions:

8.02.1 Must be specifically approved by the Director of Operations and Maintenance and the Assistant Superintendent of Schools.

8.02.2 There shall be sufficient staffing during the absence of the vacationer.

8.02.3 Vacations before or after a scheduled holiday shall require the specific approval of the Director of Operations and Maintenance or his designee.

8.03 Refusal to grant vacation time off for a specific time and/or date shall not be grievable.

8.04 Seniority shall prevail in the selection of vacation time off when practicable. Vacations shall normally be taken during the months of July, August and school recess periods.

8.05 All vacations must be taken during the year in which they were accrued. In accordance with present practice, days not so used shall be forfeited except if an employee is on approved leave or out on workers compensation, in which case these days must be used in the year the employee returns to duty.

8.05.1 Employees allotted greater than fifteen (15) days per year must use all days over fifteen (15) by January 1<sup>st</sup>. Employees allotted fifteen (15) days or less per year may carry those unused days into the following calendar year. By April 1<sup>st</sup>, employees must commit to a vacation schedule for their remaining days allotted for that year. If employees do not commit by April 1<sup>st</sup>, management reserves the right to assign vacation schedules.

8.06 All vacation schedules for the following year shall be submitted by each Head Custodian or Supervisor for all personnel under his/her charge to the Director of Operations and Maintenance by May 1<sup>st</sup> of the current year.

8.07 Full vacation allowance shall be granted all members of the bargaining unit that retire or resign after April 1 of any school year provided they have been employed at least three years.

8.07.1 The Board shall compensate employees for accumulated and unused vacation days at the rate of pay earned at the time of separation from employment. In case of death of the employee, the lump sum payment shall be made to the employee's estate.

## 8.08 HOLIDAYS

8.08.1 Effective July 1, 2004 and thereafter each member of the bargaining unit shall be entitled to fifteen (15) paid holidays. Generally, the holidays shall be as follows, contingent on the school calendar:

|                     |                        |
|---------------------|------------------------|
| Independence Day    | New Year's Eve         |
| Labor Day           | New Year's Day         |
| Columbus Day        | Martin Luther King Day |
| Thanksgiving Day    | Presidents' Day        |
| Thanksgiving Recess | Good Friday            |
| Christmas Eve       | Easter Monday          |
| Christmas Day       | Memorial Day           |

One (1) additional day – schedule to be determined

Should the holiday fall on a Saturday, it will be taken on the preceding Friday and should it fall on a Sunday, it will be taken on the following Monday.

8.08.2 The Holiday Schedule is based upon the school calendar. In the event of a change in the school calendar, the Holiday Schedule may also be changed. In such event, the Superintendent of Schools shall be responsible to fix a revised Holiday Schedule, with a minimum of fifteen (15) paid holidays or the equivalent thereof. A proposed Holiday Schedule shall be submitted by the Association to the Superintendent of Schools for approval. The Superintendent of Schools may approve, disapprove or revise the calendar and the Association shall be so notified.

## **ARTICLE IX - ABSENCES FROM DUTY**

### **SICKNESS**

9.01 All Association Members employed by the Board of Education shall be eligible for sick leave with full pay for twelve (12) school days in any school year. If any Association Member utilizes in any school year fewer than the specified number of days of sick leave allowed with pay, all unused sick days shall be cumulative, to be used for additional sick leave as may be necessary in subsequent years of active service with the Board.

9.02 Sick leave is hereby defined to mean the absence from his or her post of duty of any such person because of personal disability due to illness or injury or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household

9.03 Absences because of contagious disease (as defined in N.J.S. 18A:30-1) contracted through a school source related to employment in the district shall not be charged against accumulated sick days.

9.04 If an association member leaves more than five (5) hours after the commencement of their shift, no deduction shall be made for sick time usage. If an employee leaves more than four (4) but less than five (5) hours after the commencement of their shift, the employee shall be charged one half (1/2) day. If the employee leaves less than four (4) hours after the start of their shift, the employee shall be charged one (1) full day sick time.

9.05 Association Members absent for personal illness for more days than they are allowed under this Article shall be subject to a deduction of full day's pay for each day's absence. A full day's pay is defined as 1/20 of the monthly base salary.

9.06 Pursuant to N.J.S.A. 18A:30-4 a doctor's note may be required for any sick leave request.

#### DEATH IN IMMEDIATE FAMILY

9.07 In each school year, an Association Member shall be granted upon request up to five (5) days absence in seven (7) consecutive days for each death in the immediate family, or because of death in the immediate family of the spouse, without loss of salary. These days shall not be accumulated from year to year. The term "immediate" shall be construed to mean wife, husband, children, parents, brothers, sisters, grandchildren, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, and any permanent resident of the employee's household equivalent to a member of the immediate family.

#### PERSONAL DAYS

9.08 All Association Members may be absent up to a total of five (5) personal days in any one school year without loss of salary for the following reasons:

9.08.1 Court proceedings to which the person is a party or where subpoena is served requiring court attendance.

9.08.2 Serious illness of members of the family.

9.08.3 Attendance at funerals of relations other than the immediate family.

9.08.4 Civic or community responsibilities.

9.08.5 Household moving.

9.08.6 Title closing.

9.08.7 Non-court adoption proceedings.

9.08.8 Birth of a child to an employee's spouse.

9.08.9 Any other reason that may be approved by the Assistant Superintendent of Schools.

9.08.10 Effective July 1, 1999, two of the five (5) personal days referenced in Article 9.08 shall be available to employees without the requirement that a reason as listed in Articles 9.08.1 to 9.08.9 be given. Such absences shall not be taken before or after a holiday.

9.09 Such absence shall be in addition to the twelve (12) days granted for sick leave. Any unused personal days shall be added to the previously accumulated sick leave of the Association Member.

9.10 When absence, under the circumstances described in N.J.S. 18A:30-1 (Definition of Sick Leave), exceeds the annual sick leave and the accumulated sick leave, the Board may pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of a substitute if none is employed, for such length of time as may be determined by the Board in each individual case.

9.11 Employees absent because of injury arising out of accident in the course of employment shall be compensated in accordance with the provisions of N.J.S.A. 18:30-2.1.

9.12 In individual case, the Board has discretion to act in ways other than stated above. Such discretion may not be the subject matter of a grievance or any other procedure under this Agreement.

#### TEMPORARY SICK LEAVE

9.13 Any Association Member who becomes temporarily disabled and who has used all accumulated sick leave may apply to the Board of Education for a leave of absence and may be granted that leave at a mutually agreed upon time continuing to a specific date. A disabled Association Member may be relieved from duties if his or her performance has noticeably declined, or he or she cannot produce a certification from his or her physician that he or she is medically able to continue the normal performance of his/her duties.

9.14.1 In order to receive sick leave pay, the Association Member seeking same must submit a medical certification that is in accordance with N.J.S.A. 18A:30-41 which certificate must specifically state when the disability began and ended. The amount of such pay and duration of sick leave pay shall be fixed by the Board on a case by case basis.

9.14.2 In the event that there is any dispute as to whether (a) there is a disabling medical condition; (b) the time such condition began or ended, then the Board shall have the right to require a medical examination and evaluation to determine whether there is or was a disabling condition and when it began and ended. Such examination will be conducted by a physician selected by the Association Member from a panel of at least three (3) physicians named by the Board. The cost, if any, of any examination required by the Board shall be at Board expense.

In the event of a disagreement, as to either (a) the existence of a medical disability, or (b) the time it began or ended, then the Board and the Association Member shall agree upon a third doctor, who shall examine and evaluate the Association Member to determine whether there was a disability and the time it began and ended. The opinion of the third physician shall be binding on the parties.

9.14.3 In the event the parties cannot agree who the independent physician should be, the selection of an independent physician shall be made by reference to arbitration.

9.14.4 The date of return may be extended for an additional reasonable period of time at the Association Member's request for reasons associated with the disability or for other proper cause, but the Board need not extend the leave of absence beyond the end of the contract school year in which the leave was granted. An Association Member may not be barred from returning except for lack of sufficient medical evidence of capability or because of failure to specify a date of return.

#### CHILD REARING LEAVE WITHOUT PAY

9.15.1 An Association Member may request leave for child rearing purposes for the balance of the school year (ending on June 30) in which the Association Member, or spouse of such Association Member, gives birth to a child.

9.15.2 Such leave must be requested, in writing, addressed to the Assistant Superintendent of Schools, at least six (6) weeks before the anticipated birth of the child.

9.15.3 If granted, the child rearing leave may commence on the day after the birth of the child and continue to the end of the school year (June 30) during which the child was born.



9.15.4 An Association Member shall not be granted child-rearing leave beyond the end of the school year in which the child is born.

9.15.5 If granted, child-rearing leave shall be without compensation of any type.

9.15.6 An Association Member adopting a child under five (5) years of age may apply for a child rearing leave commencing upon receiving physical custody of the child.

9.15.7 Such leave must be requested, in writing, addressed to the Assistant Superintendent of Schools, with as much advance notice as the Association Member can supply with reasonable certainty, to when physical custody of the child will be received.

9.15.8 If granted, the child rearing leave shall commence on the day the Association Member receives physical custody of the child and continue to the end of the school year (June 30) during which physical custody of the child was received.

9.15.9 If granted, child-rearing leave shall be without compensation of any type.

9.15.10 No provisions of this article shall be retroactive prior to the signing of this agreement.

#### **ARTICLE X - FRINGE BENEFITS**

10.1 The Board shall provide the expense of health benefits insurance as provided by the New Jersey School Employees Health Benefits Plan, as administered by the New Jersey Division of Pensions, as amended. The applicable insurance (single, parent-child, husband-wife, family) referred to in this paragraph, shall be available to all employees, where applicable, who are represented by the Association except employees on leaves of absence without pay, who may continue such coverage at their own expense.

10.01.1 The waiting period shall be in accordance with the SEHBP policy.

10.01.2 Benefit levels shall be equal to or better than the existing plan(s) if and when the Board changes carriers. Effective June 30, 2012 and thereafter, benefit levels shall be substantially similar to the existing plans if and when the Board changes carriers.

10.01.3 The Board shall provide dental insurance coverage as presently provided by Delta Dental Insurance of New Jersey, as described in the certificate of insurance supplied by Delta Dental Insurance of New Jersey, Plan III-B, with Adult Orthodontic coverage. Descriptive brochures of the coverage are to be provided for employees by the insurance carrier or plan administrator and will be available for distribution when received by the Board. Effective June 30, 2012 and thereafter, benefit levels shall be substantially similar to the existing plans if and when the Board changes carriers.

10.01.4 All insurance provided shall be in accordance with the terms of such insurance policies. All eligibility for insurance shall be in accordance with the terms of the policies issued and the responsibility of the Board shall be no greater than the terms of such policies of insurance, as issued or applied.

10.01.5 Notwithstanding the provisions of Article X, the Board and the Association agree that in the event that the Board or the Association desires to replace the health benefits or dental insurance described in Article X, the Board may do so upon the following conditions, the Association agreeing that such conditions shall apply.

10.01.5a There may be no break or discontinuance in present benefits.

10.01.5b Any provider of health benefits insurance must provide insurance that is generally acceptable to hospitals in the area of Union, New Jersey.

10.01.5c Any provider of health benefits insurance must have a reputation for making payments within a reasonable amount of time.

10.01.6 The Association shall have the right to reject the selection of a new health or dental benefits insurance provider for any of the reasons set forth in Article X. Such rejection, if it occurs, may be submitted to arbitration under the terms of Article IV.

10.01.7 Prior agreements and resolutions of disputes reached between the Association or its agents and the Board or its agents shall remain in effect.

10.01.8 Effective June 30, 2012 and thereafter, all new employees shall be entitled to Direct 15 or one of the SEHBP PPO plans at no cost to the employee. The employees who desire the Direct 10 plan may, at their option, pay the difference between Direct 15 and Direct 10.

10.02 The Board shall provide four (4) sets of work clothes per association member on payroll as of July 1 of each year. Said work clothes shall consist of four (4) trousers, four (4) shirts and four (4) tee shirts. A shoe allowance of \$100.00 shall be reimbursed to each member per year upon submission of an appropriate receipt, provided the shoes purchased are designed as a safety work shoe. One (1) spring/fall jacket shall be purchased by the Board of Education as part of the employee uniform during the term of this contract. The spring/fall jacket shall be as approved by the Assistant Superintendent of Schools. In addition, winter jackets may be replaced, as needed, at the discretion of the Assistant Superintendent of Schools.

10.02.1 Each member of the bargaining unit shall be provided with foul weather gear consisting of a jacket with hood, overalls or trousers and boots all made of waterproof material.

10.02.2 The Board shall provide an appropriate number of coveralls for the performance of unusually dirty work for the purpose of protecting the employee's uniform. The quantity shall be at the discretion of the Assistant Superintendent of Schools.

10.03 An employee who has served a minimum of fifteen (15) years in the District retires under Public Employees Retirement System shall be entitled, three months after resignation for retirement, to payment for all accumulated sick leave days that remain unused at the date of resignation. The rate of payment shall be \$55.00 per unused, accumulated sick days effective July 1, 2007. A year of service is defined as a full year of work during which sick days were accumulated. Years of leave, or parts thereof, with or without pay, shall not be counted as service time. Effective July 1, 2009 employee's maximum payment shall not exceed \$15,000. The preceding sentence shall not apply to employees who have accumulated more than \$15,000 in purchased sick days on or before June 7, 2007.

10.04 The Board will provide a tuition reimbursement plan for members of this bargaining unit. The Assistant Superintendent of Schools will decide based upon job description, course content and budgetary considerations any approval for reimbursement for courses taken by members of the unit. If it is determined such course will benefit the Board of Education, the Assistant Superintendent of Schools may approve reimbursement of 80% of the cost. This reimbursement will be made only upon notification of course passage and satisfactory completion.

10.05 Anyone who is required to drive a CDL rated vehicle shall be eligible for reimbursement of the costs associated with license renewals.

10.05.1 Notwithstanding the foregoing, after the date of ratification all new hires shall only be eligible for the Direct Access or Point of Service medical benefit plans. Employees shall have the option for coverage under the traditional indemnity plan if they opt to pay the difference between the Direct Access and the traditional indemnity plan.

## **ARTICLE XI - JOB DESCRIPTIONS AND DUTIES**

11.01 Work assignments are not part of this Agreement; however, duties and job descriptions are set forth and annexed hereto for information purposes.

11.01.1 The Board of Education may, in its discretion, require any new employee or new employees to possess or obtain a CDL license with a passenger and air brake endorsement. All job descriptions shall be modified accordingly. These employees may be assigned duties accordingly.

### **11.02 JOB DESCRIPTION - HEAD CUSTODIAN**

The Head Custodian shall be under the general supervision and direction of the Assistant Superintendent of Schools or his/her designee and the Director of Operations and Maintenance and under the immediate direction and supervision of the principal.

In addition to the duties and responsibilities of the Assistant Custodian and Custodian/Fireman, the Head Custodian has the responsibility for the following:

- Be familiar with and carry out the duties of Custodians' as contained in the collective negotiations agreement.
- Develop and maintain an equitable work schedule for each staff member as well as yourself.
- Instruct the staff in safe and recommended use of equipment and supplies.
- Instruct the staff in safe work practices.
- Instruct staff on preventive maintenance.
- Give clear directions to your staff.
- Maintain a performance record of staff members.
- Evaluate staff performance in consultation with the building principal.
- Inspect the building and grounds to evaluate the condition of the plant and to evaluate the performance of the staff. In particular, attention should be given to the cleanliness of entrances, walks, playgrounds, corridors, stairwells, offices, classrooms, workrooms, lavatories, cafeterias, locker rooms, auditorium, gym, shops, laboratories, library, boiler room, nurses' room and custodians' room.
- Make regular visits to the building to inspect progress of night staff.
- Initiate work orders through the principal and follow up on same with the Director of Operations and Maintenance.
- Requisition supplies and equipment in a timely manner.
- Provide budget input to the building principal with reference to building repair and maintenance needs.
- Anticipate and plan for recurring events.
- Insure that a boiler-licensed custodian is on duty when the building is occupied.
- Maintain daily attendance records of staff.
- Maintain written inventories of equipment and supplies.
- Assign the lunch/supper hours for each custodian in the building so that a custodian is always present during the regular duty hours unless otherwise directed.
- Report acts of vandalism, theft, entry to the principal and Director of Operations and Maintenance.
- Report staff absences to the principal and Director of Operations and Maintenance immediately.

- Report student or staff abuse of Board property to the principal and Director of Operations & Maintenance.
- Report immediately to the principal and Director of Operations and Maintenance any condition in your building which may be a potential health hazard.
- Contact the Director of Operations and Maintenance when it appears that 2" or more of snow may fall. Require your staff members to contact you.
- Coordinate snow removal strategy with your staff and with the Director of Operations and Maintenance.
- Perform any other duties assigned by the Principal, Vice Principal, Director of Operations and Maintenance or the Superintendent of Schools or his designee.

#### 11.03 JOB DESCRIPTION - ASSISTANT CUSTODIAN AND CUSTODIAN FIREMAN

The Union Township Board of Education believes that a clean, healthful environment is an essential ingredient of a sound educational program, and to that end has developed this job description for the custodial staff.

Since the custodian is often the first person visitors meet in the building, the custodian creates the first impression on the visitor. For this reason it is important that the custodian be presentable, courteous, cooperative and helpful, and generally he/she should make a strong effort to develop a good rapport with the general public as well as the staff and students in the school.

Custodians shall be under the general supervision and direction of the Director of Operations and Maintenance and under the immediate supervision and direction of the Head Custodian and Principal.

Most elements of the job description are performed on a daily basis and others are performed periodically. Those performed periodically will be indicated with the following symbol: (\*). The specific detail of how the work is to be performed can be found in the following publications: Handbook for School Custodians, by Alanson D. Brainard and Custodial Reference and Resource Booklet, prepared for the Union Township Board of Education by Philip Cocuzza. Both books are available through the Head Custodian.

Among the duties and responsibilities of the Custodian are the following:

- Open and close the building according to the rules of the Board.
- Display the American flag on all days the schools are in session and on Lincoln's Birthday, Washington's Birthday, Memorial Day, Flag Day, Independence Day, Veteran's Day, Thanksgiving Day and New Year's Day.
- Assist in maintaining order in and around the premises and oversee the pupils as the principal may direct.
- Keep the grounds clean, including playgrounds, walks, entrances and rooftops of the building.
- Contact the Head Custodian when it appears that 2" or more of snow will fall so he/she can give you instructions.
- Remove snow and ice from the grounds in accordance with the contract between the Board of Education and the negotiating unit for custodians.
- Check the exterior of the building for vandalism and evidence of illegal entry.
- Dust furniture, walls, blinds, shades, windowsills and unit ventilators.
- Sweep all floors and stairwells with appropriate hand tools and treatments.
- Damp mop terrazzo floors.
- Clean and disinfect cafeteria kitchens and serving lines; home economics rooms; lavatories; urinals, basins and sinks; locker and shower rooms; wrestling mats; goggles; trash cans and disposal areas; drinking fountains; Pre-K, Infant Care and Day Care rooms; Nurses' rooms; and other high contact areas.
- Clean mirrors.

- Fill dispensers - toilet tissue, soap, towels and sanitary napkins.
- Provide clean receptacles in lavatories, cafeterias, classrooms and offices.
- Remove trash from all containers and prepare for removal from the building.
- Clean blackboards, erasers and chalk rails.
- Arrange classroom and office seats, desks and furniture in an orderly manner.
- Adjust shades and blinds at appropriate and uniform levels.
- Replace light bulbs as needed.
- Remove graffiti as needed.
- Report evidence of insect or vermin infestations to your superior.
- Report malfunctions, damage or unusual occurrences to supervisor promptly.
- Report abuse of school property by students or staff to your supervisor.
- Report to your supervisor any condition, which may be a potential health hazard.
- Receive, verify, sign for and secure all deliveries made to the building and send duplicate receipts to the Business Office.
- Record temperatures of all refrigeration equipment.
- Check boiler operation (if licensed) and perform daily procedures required to keep the school plant properly and safely heated.
- Check, date and initial fire extinguishers at least monthly or more if necessary.
- Check emergency lights and fire detection equipment to be sure they are operational.
- Request supply and equipment needs in a timely manner.
- Maintain an inventory of all supplies and equipment for which you are responsible.
- Clean and lubricate fans and motors as required.
- Replace belts on fans and motors as required.
- Perform minor repairs as needed.
- Keep tools and equipment in a clean and proper working order and safeguarded.
- Keep boiler room, custodian's room, slop closets and storage areas clean, orderly and safe.
- Display license and permits on the bulletin board in the Custodians' Room.
- Assist renters of buildings and enforce Board of Education rules and regulations with reference to building rentals.
- Secure all areas for which you are responsible.
- \*Strip, scrub and wax vinyl asphalt or asbestos floors.
- \*Strip, scrub and seal wood floors.
- \*Scrub terrazzo floors.
- \*Vacuum and shampoo carpeted floors.
- \*Wash walls.
- \*Clean light fixtures.
- \*Wash woodwork.
- \*Clean slop sinks and closets.
- \*Clean stairwells.
- \*Wash all tile surfaces.
- \*Clean and maintain boilers.
- \*Replace filters on unit ventilators.
- \*Check all fire extinguishers during the summer recess as follows:
  - a. Determine which extinguishers require hydrostatic testing (Water and CO<sup>2</sup> - every five years; dry chemical and halon - every twelve years).
  - b. Recharge, tag, date and initial water type extinguishers.
  - c. Collect all other extinguishers for servicing by outside contractor.
  - d. Rehang all extinguishers at original locations after service has been completed.
  - e. The above procedure requires that at least one serviceable fire extinguisher be available at each stairwell at each level in case of emergency.
- Perform any other duties assigned by the Head Custodian, Vice Principal, Principal, Director of Operations & Maintenance, or the Superintendent of Schools or his designee.

\*Jobs to be performed on a scheduled basis.

11.04 JOB DESCRIPTION - SCHOOL BUS DRIVERS - The Union Township Board of Education believes that safety is the most critical element of a sound pupil transportation program and to that end this job description is dedicated.

Since drivers are in daily contact with students, parents and various members of the community, it is important that the public have an image of the school bus driver as one who is neat, courteous, responsible, mature, law abiding and safety conscious.

School bus drivers shall be under the general supervision and direction of the Business Administrator or his/her designee and under the immediate supervision and direction of the Transportation Supervisor.

Most elements of the job description are performed daily and others are performed periodically. Those performed periodically will be indicated by the phrase "as required".

Among the routine duties are the following:

- Inspect the vehicle each day before leaving. Such check should include lights, tires, oil level, fuel level, doors, windows, seats, floor, seat belts and brakes.
- Clean interior of vehicle as needed during the day and after the last trip of the day.
- Wash vehicles as required.
- Clean the garage area.
- Report malfunctions or suspected malfunctions to the Supervisor promptly.
- Observe all traffic laws, regulations and speed limits.
- Assign students to specific seats on each route.
- Maintain student-seating plan for each route.
- Report all accidents on prescribed forms promptly.
- Maintain good discipline of students.
- Report discipline problems on prescribed form promptly.
- Report route hazards to the Supervisor promptly.
- Report immediately the use of any prescription drugs, which may impair your ability or judgement to the Transportation Supervisor.
- Require students to use seat belts (if available).
- Operate vehicles in a safe manner, giving right-of-way to other vehicles in possible collision situations.
- Conduct vehicle evacuation drills as required.
- Maintain time schedules, and if unable to do so, report the problem to the supervisor.
- Keep maintenance records of vehicles current.
- Report unusual occurrences to the Supervisor promptly.
- Require parents to send letters to the Business Administrator for exceptional requests.
- Perform light mechanical work.
- Complete daily vehicle and gasoline reports.
- Require bus passes for all secondary school students.
- Become familiar with the particular handicap of special education students in case they may require special medical attention while on your vehicle.
- Be aware of the locations of available medical assistance along your routes in case it should be required.
- Observe the Safety Practice of the Board of Education: File Code 3541.35.
- Remember, the driver has no authority to deny or remove a student from the bus; however, the driver has the responsibility to report matters of discipline or ineligibility to the principal of the school and the Transportation Supervisor.
- Pick up and deliver mail and supplies as needed.
- Attend in-service courses and meetings as required.
- Perform any other duties required by the Secretary/Business Administrator.

11.05 JOB DESCRIPTION - MAINTENANCE - Maintenance personnel shall be under the general and the immediate supervision and direction of the Director of Operations & Maintenance.

Maintenance personnel shall be responsible for keeping the district's buildings and grounds and other related equipment in proper and safe operating condition. Each tradesman shall work closely with the Director of Operations and Maintenance in order to keep all facilities and equipment in good repair and to prevent the interruption of educational programs. Generally each mechanic is responsible for the following:

- Keep tools and equipment in clean and proper working order and safeguarded.
- Maintain inventories of all supplies and equipment for which he/she is responsible.
- Complete work orders in priority order as directed by the Director of Operations and Maintenance.
- Maintain time and material record on all work orders assigned.
- Maintain high standards of safety and good housekeeping in all work related areas.
- Coordinate, through the Director of Operations and Maintenance, the mechanic's individual trade expertise with other trades, which may be involved in a job assignment.
- Remove snow as required.
- Contact Director of Operations & Maintenance when 2" or more of snow have accumulated.
- Perform any other duties assigned by the Director of Operations & Maintenance and the Superintendent of Schools or his designee.

Specifically, each individual trade area shall have the following job responsibilities:

1. Carpenter:

- plans and makes shop drawing of small renovation projects.
- reads blueprints.
- safely operates hand and power tools and equipment.
- prepares orders for supplies as required.
- repairs or replaces wood components of the school plant. This includes but is not limited to such things as hardware on doors and corridors; framing; sash and door repairs; glazing; fabricating; furniture and ceiling reconstruction; floor, wall, tile and roof repairs.

2. Electrician:

- plans and makes electrical schematics of electrical projects.
- read blue prints.
- uses various electrical measuring instruments.
- repairs, replaces and/or renovates electrical devices and equipment. This includes, but is not limited to such things as repairing or replacing light fixtures; rewiring; replacement of sockets, switches, receptacles; replacement of power brakes, contractors, time clocks, speakers and bells; installation of wire mold; serving of emergency lighting, sound systems, fire detection equipment; and repairing electrical systems on vehicles.

3. Plumber:

- plans plumbing projects.
- reads blue prints.
- safely operates hand and power tools.
- maintains all plumbing fixtures, drains and traps in the school system. This includes, but is not limited to, such things as cutting and threading iron pipe; replacing fittings and valves; servicing heating, cooling and refrigeration units; running copper lines and sweating fittings as needed; replacing washers, gaskets and vacuum breaker units; servicing dishwashers, sinks, urinals, showers, air conditioners; and clearing sewer lines; servicing boilers.
- maintains district metalwork by welding metal components of such products as pipelines, automobiles, metal furniture, using electric arc welding and/or gas welding equipment.
- fabricates metalwork as may be required.
- uses appropriate head and body protection while operating welding equipment.

4. Glazer:

- plans glazing projects.
- reads blueprints.
- maintains all glass and glazing areas of the school district.
- safely operates hand and power tools.
- sizes and cuts glass, wire glass, Plexiglas, tempered glass and other glass or plastic products for glazing.
- prepares window frame to receive glass replacements.
- applies putty, caulking or glazing compound as required.
- replaces trim.

5. Groundsman:

- cleans and maintains all district grounds.
- cuts and trims bushes.
- plans and lines athletic fields for various field events.
- lines and fertilizes as directed.
- rakes and picks up leaves and debris.
- removes snow as required by the Director of Operations and Maintenance.
- service groundskeeping equipment such as mowers, trimmers, edgers and line cutters.
- operate and maintain sweeping equipment, fertilizing, seeding and snow removal equipment.

6. Automotive Mechanic:

- services and maintains all district vehicles and equipment.
- maintains service records on all vehicles.
- coordinate service and maintenance schedule of the transportation first with the Transportation Supervisor.
- coordinates service and maintenance schedule of the Maintenance Department vehicles and equipment with the Director of Operations and Maintenance and/or Supervisor of Transportation.
- prepare snow removal equipment for service.
- perform automotive repairs and maintenance consisting of, but not limited to, electrical system; fuel system; brake system; steering systems; heating and cooling systems; transmissions; coupling devices, tires and wheels; springs; emergency equipment; axle and tie rods; clutch; exhaust system; lubrications; oil changes and auto body repairs.

7. Painter:

- plans painting projects.
- prepares various surfaces to receive paints, varnishes, lacquers such as masonry, wood, glass, composition materials.
- uses various paint applicators such as brush, roller, spray equipment, liming equipment.
- paints stripes, lines, decorative designs, letters, signs.
- removes paints, graffiti.
- uses various skills in the performance of the job in order to achieve quality results such as sanding, sparkling, puttying, plastering, wire brushing.
- uses scaffolds and ladders safely.
- mixes paints in order to achieve appropriate match/blend where spot painting is required.
- tapes dry wall surfaces.
- safely uses and stores paint thinner, removers and solvents.



8. Truck Driver:

- maintains central warehouse and cafeteria commodity inventories
- picks up and delivers federal commodities
- picks up and delivers various supplies/equipment to various locations
- secures and safeguards all supplies/equipment assigned to his/her care.
- loads, unloads freezers/refrigerators with various foods, keep all foods off of the floor area.
- safely operates truck and automatic tailgate.

9. Refrigeration- A/C Mechanic:

- maintains district air conditioning and refrigeration equipment.
- checks and repairs or replaces compressors, condensing units; humidity and temperature controls; circulating ventilating fans; thermostats; evaporators; valves; tubing; motors; pumps; cores; sleeves; coupling; unions; filters; pressure and vacuum gages; circulation wraps; breakers; switches and wiring, using appropriate tools
- injects refrigerants into refrigerating equipment to bring units to prescribed operating pressure.
- checks units for leakage using gages or soap-and-water solution
- cuts and bends tubing to correct length and shape, using cutting and bending tools.
- cuts and threads pipe, using machine threading or hand threading equipment.
- uses appropriate tools for soldering, brazing and welding.
- uses measuring instruments such as tape, transit, plumb bob, levels and squares.
- maintains district metalwork by welding metal components of such products as pipelines, automobiles, metal furniture, using electric arc welding and/or gas welding equipment.
- fabricates metalwork as may be required.
- uses appropriate head and body protection while operating welding equipment.

10. Mason/Plasterer:

- constructs block, stone and brick walls, manholes, chimneys, columns, partitions and other structures.
- erecting of scaffolding and ramps and finishing of joints.
- builds or lays concrete structures.
- points brickwork or stone structures, patches plaster or stucco walls and repairs cracked or broken concrete structures.
- uses trowels, joiner, edgers, chisels, levels, plumb bobs, vibrators and concrete mixers.
- mixes cement mortar, lime and lime mortar; slacks lime and tempers mortars.

11. Messenger/Driver/Utility Person: The individual occupying this position shall report to and be under the direct supervision of the Director of Operations and Maintenance and shall have a valid New Jersey driver's license. The duties of the position include but are not limited to those listed below:

- Pick up and deliver mail for the district.
- Deliveries for District Media Center and Union Township Library.
- Deliveries for the Home Economics and Head Start programs when necessary.
- Any other deliveries for the district as assigned by the Director of Operations and Maintenance.
- Complete any other duties as assigned by Director of Operations and Maintenance.

## DUTIES - CUSTODIANS

11.06 All custodians shall be under the general supervision and direction of the Director of Operations and Maintenance and under the immediate supervision and direction of the Head Custodian and Principal of the building to which they are assigned, subject to Board of Education policy, rules and regulations, and the rules and regulations of the State of New Jersey.

11.07 Custodians shall be responsible for the general care and cleaning of buildings, grounds, equipment and property of the building to which they are assigned.

11.08 The Board shall appoint a head custodian for each school who shall supervise and direct the work of the custodians. He/she shall also perform a proportionate part of the routine duties of a custodian.

11.09 The head custodian shall immediately notify the Principal and Director of Operations & Maintenance of any defect in equipment, damage to the buildings, or the need of emergency supplies or repairs.

11.10 The head custodian shall be responsible for determining that a boiler-licensed custodian is on duty whenever there are occupants in the building and the boilers are in operation.

11.11 The custodian shall be the last one to leave the building after school hours. He/she shall see that no one else remains in the building and that the building is properly secured and safeguarded against the danger of fire and that the appropriate lights are turned off. When school buildings are open for evening use, the custodian in charge shall carry out these instructions and shall not leave the building until all occupants have vacated the building unless otherwise directed.

11.12 Custodians shall sign in when arriving at work and sign out when leaving.

11.13 The head custodian shall assign the lunch/supper hours for each custodian in the building so that a custodian is always present during the regular hours unless otherwise directed.

11.14 Custodians possessing a fireman's license shall see that boilers are supplied with sufficient water and shall give them constant and proper attention, including the use of water treatment as required.

11.15 Custodians shall keep all modes of egress unlocked during school hours and shall keep approaches to modes of egress clear of obstacles.

11.16 Custodians shall check all fire extinguishers, fire detection equipment and emergency lighting and immediately report any malfunctions or needs for service to their immediate supervisor on a daily basis. Annually all fire extinguishers are to be tested, refilled and tagged with the date of service during the summer recess. Standpipe hoses shall also be checked.

11.17 Custodians shall remove snow and ice from the walks and playground around the building during each snowfall regardless of the day on which the storm occurs, and be at all times ready to render personal assistance. It shall be the responsibility of each custodian to contact his/her supervisor to determine when his/her services will be required. Usually such services are required when 2" of snow has accumulated.

11.18 Custodians shall assist in maintaining order in and around the premises and oversee the pupils as the principal may direct.

11.19 Custodians shall display the American flag on all days when school is in session and on specified holidays.

11.20 The Custodians shall have no other office or occupation which will in any way interfere with their job responsibilities or duties, or compel their absence from the school buildings to which they are assigned during the hours of duty or prevent them from keeping the school clean and in proper order to the satisfaction of their Supervisors.

11.21 No Custodian shall leave the school premises during the hours of his/her tour of duty for any reasons whatever, except with the permission of the principal. If the principal is unavailable the Director of Operations and Maintenance shall be contacted.

11.22 Custodians must be clean in personal appearance and habits, civil and courteous at all times; they must abstain from the use of intoxicating beverages and controlled substances; profane language; or anything that would tend to harm the morals of the pupils.

11.23 Custodians shall wear uniforms issued by the Board of Education and shall keep them neat and clean. It shall be the responsibility of the custodian to replace uniforms, which may wear out or become unsightly.

11.24 Custodians are forbidden to smoke in any part of the school building.

11.25 Custodians shall enforce the prohibition of smoking, use of alcoholic beverages and controlled substances on Board of Education premises.

11.26 In case of absence or disability, a custodian shall give prompt notice to the Director of Operations & Maintenance in order that a substitute may be provided. Failure to give such notice may result in a loss of pay.

11.27 Custodians shall report all personal injuries promptly to the school nurse and complete the necessary reporting documents when appropriate. If the nurse is not available, such notice should be made to the supervisor. In cases of severe injury the nearest medical attention should be sought.

11.28 Custodians working overtime must sign a time sheet reporting the time entering and leaving the building and must note the type of work done. Overtime sheets must be signed by the principal monthly, certifying that the time worked is correct.

#### DUTIES - SCHOOL BUS DRIVERS

11.29 All drivers are under the general supervision and direction of the School Business Administrator or his/her designee and under the immediate supervision and direction of the Transportation Supervisor.

11.30 Drivers are responsible for the safe transportation of students to and from school as well as field trips, athletic events and other school related transportation.

11.31 Drivers shall sign in when arriving at work and sign out when leaving.

11.32 Drivers must possess a valid New Jersey Commercial Drivers License with a valid school bus endorsement and air brake endorsement.

11.33 Drivers are forbidden from smoking on the bus or in other designated no smoking areas of Board of Education facilities.

11.34 Drivers must abstain from the use of alcoholic beverages or controlled substances; profane language; or anything that would tend to harm the morals of pupils.

11.35 No driver shall leave work during his/her tour of duty for any reason whatever, except with the permission of the immediate or general supervisor.

11.36 Drivers must be clean in personal appearance and habits; civil and courteous at all times.

11.37 Drivers shall wear uniforms issued by the Board of Education and shall keep them neat and clean. It shall be the responsibility of the driver to replace uniforms, which may wear out or become unsightly.

#### DUTIES - MAINTENANCE PERSONNEL

11.38 Maintenance personnel shall be under the general supervision and direction of the Assistant Superintendent of Schools or his/her designee and the immediate supervision and direction of the Director of Operations.

11.39 Maintenance personnel are responsible for the maintenance and repair of the districts' buildings and grounds within the specific limits of their respective areas of expertise.

11.40 Maintenance personnel shall sign in when arriving and sign out when leaving.

11.41 Maintenance personnel shall possess the necessary skills in their respective areas of specialization in accordance with their respective job descriptions.

11.42 Maintenance personnel are forbidden to smoke in any school buildings, except in those areas designated as smoking areas.

11.43 Maintenance personnel must abstain from the use of alcoholic beverages or controlled substances; profane language; or anything that would tend to harm the morals of pupils.

11.44 Maintenance personnel shall not leave work during their tour of duty for any reason whatever, except with the permission of the immediate or general supervisor.

11.45 Maintenance personnel must be clean in personal appearance and habits; civic and courteous at all times.

11.46 In case of absence or disability, maintenance personnel shall give prompt notice to the Director of Operations & Maintenance and report to the nearest school nurse and complete the necessary reporting documents when appropriate. In case of severe injury the nearest medical attention should be sought.

11.47 Maintenance personnel working overtime must sign a time sheet reporting the starting and ending time and must note the specific purpose of the overtime. Overtime sheets must be signed by the Director of Operations & Maintenance certifying that the time worked is correct.

11.48 Maintenance personnel shall wear uniforms issued by the Board of Education and shall keep them neat and clean. It shall be the responsibility of the individual to replace uniforms, which may wear out or become unsightly.

## **ARTICLE XII - MANAGEMENT RIGHTS**

12.01 The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable rules and regulations:

12.01.1 To direct the members of the bargaining unit;

12.01.2 To hire, promote, transfer, assign and retain employees in positions in the school district;

12.01.3 To suspend, demote, discharge or take other disciplinary action against members of the unit in appropriate cases, subject to an employee's right to resort to the grievance procedure;

12.01.4 To relieve members of the bargaining unit from duty because of lack of work or for other legitimate reasons;

12.01.5 To maintain the efficiency of the school district operations entrusted to the Board;

12.01.6 To determine the methods, means and personnel by which such operations are to be conducted, and

12.01.7 To take whatever action may be necessary to carry out the mission of the school district in emergency situations.

## EXHIBIT B

### STIPENDS

#### HEAD CUSTODIAN

|   |             |
|---|-------------|
| Hannah Caldwell**                         | \$ 520.00   |
| Kawameeh Middle School                    | \$ 520.00   |
| Burnet Middle School                      | \$ 676.00   |
| Union High School – 1 <sup>st</sup> shift | \$ 1,373.00 |
| Asbestos O+M                              | \$ 520.00   |

#### ASSISTANT CUSTODIAN

|  |             |
|--|-------------|
| Night differential – 2 <sup>nd</sup> shift | \$ 1,337.00 |
| Night differential – 3 <sup>rd</sup> shift | \$ 1,748.00 |
| Asbestos O+M                               | \$ 520.00   |

#### CUSTODIAN/FIREMAN

|  |             |
|--|-------------|
| Night differential – 2 <sup>nd</sup> shift | \$ 1,337.00 |
| Night differential – 3 <sup>rd</sup> shift | \$ 1,748.00 |
| Asbestos O+M                               | \$ 520.00   |

#### LEAD MAN

|  |            |
|--|------------|
| Hannah Caldwell – 2 <sup>nd</sup> shift        | \$ 385.00  |
| Kawameeh Middle School – 2 <sup>nd</sup> shift | \$ 385.00  |
| Union High School – 2 <sup>nd</sup> shift      | \$1,040.00 |
| Union High School – 3 <sup>rd</sup> shift      | \$ 702.00  |
| Burnet Middle School – 2 <sup>nd</sup> shift   | \$ 624.00  |
| Asbestos O+M                                   | \$ 520.00  |

#### SKILLED MAINTENANCE/GENERAL MAINTENANCE

|  |            |
|--|------------|
| Head Groundsman                                      | \$ 624.00  |
| Freon Purchaser License*                             | \$ 312.00  |
| Pesticide Applicator License*                        | \$1,000.00 |
| NJDMV Inspector License*                             | \$ 312.00  |
| Asbestos O+M   | \$ 520.00  |
| CDL License  | \$ 520.00  |
| Electrician/HVAC/Plumbers<br>with Black Seal License | \$ 832.00  |

\*Must be directly related to assigned duties in particular trade.

Stipends are as assigned by the Superintendent and approved by the Board of Education in its sole discretion.

Increases/changes effective 7/1/07

\*\* This stipend shall be removed from the Collective Bargaining Agreement when the employee presently holding the position resigns, retires or the position otherwise becomes vacant.

## EXHIBIT A

### MAXIMUM STARTING SALARIES\*

#### Head Custodian

|                       |                       |                       |
|-----------------------|-----------------------|-----------------------|
| 2009-2010<br>\$42,141 | 2010-2011<br>\$43,827 | 2011-2012<br>\$45,580 |
|-----------------------|-----------------------|-----------------------|

#### Custodian (Asst. Custodian, Custodian/Fireman)

|                       |                       |                       |
|-----------------------|-----------------------|-----------------------|
| 2009-2010<br>\$37,462 | 2010-2011<br>\$38,960 | 2011-2012<br>\$40,518 |
|-----------------------|-----------------------|-----------------------|

#### Bus Driver

|                       |                       |                       |
|-----------------------|-----------------------|-----------------------|
| 2009-2010<br>\$42,141 | 2010-2011<br>\$43,827 | 2011-2012<br>\$45,580 |
|-----------------------|-----------------------|-----------------------|

#### Skilled Maintenance

|                       |                       |                       |
|-----------------------|-----------------------|-----------------------|
| 2009-2010<br>\$45,885 | 2010-2011<br>\$47,720 | 2011-2012<br>\$49,629 |
|-----------------------|-----------------------|-----------------------|

#### General Maintenance

|                       |                       |                       |
|-----------------------|-----------------------|-----------------------|
| 2009-2010<br>\$37,579 | 2010-2011<br>\$39,082 | 2011-2012<br>\$40,645 |
|-----------------------|-----------------------|-----------------------|

#### Electrician/Plumber/State License

|                       |                       |                       |
|-----------------------|-----------------------|-----------------------|
| 2009-2010<br>\$53,840 | 2010-2011<br>\$52,202 | 2011-2012<br>\$54,290 |
|-----------------------|-----------------------|-----------------------|


Custodian base salary shall be increased by \$832 upon proof of obtaining Black Seal boiler operator's license.

\*When an employee moves to a higher job classification (i.e. Head Custodian) said employee shall be increased in compensation to the maximum starting salary (as set forth in Article 7.13 above) or if the present base salary is greater than the maximum starting salary of the new title, a salary increase of up to ten percent (10%) shall be added to the present base salary.

# AGREEMENT


This agreement made and entered into this 19th day of May, 2009, between the Union Township Board of Education (hereinafter called the "Board"), located at 2369 Morris Avenue, Union, New Jersey 07083 and the Association of Custodial, Maintenance and Transportation Employees (hereinafter called the "Association"), also located at 2369 Morris Avenue, Union, New Jersey 07083:

UNION TOWNSHIP ASSOCIATION OF  
CUSTODIAL, MAINTENANCE AND  
TRANSPORTATION EMPLOYEES

By:   
Barry Loessel, President

By:   
Susan Meisch, Secretary

TOWNSHIP OF UNION  
BOARD OF EDUCATION

By:   
Versie McNeil, President

By:   
James J. Damato, Secretary