

AGREEMENT

Between

BLOOMFIELD BOARD OF EDUCATION

And

**BLOOMFIELD PUBLIC SCHOOLS SERVICE
ASSOCIATION**

JULY 1, 2007 THROUGH JUNE 30, 2010

ARTICLE 1

PREAMBLE

This Agreement entered into this day of , 2007 by and between the Board of Education of the Township of Bloomfield, New Jersey, hereinafter called the “Board” and the Bloomfield Public Schools Service Association, hereinafter called the “Association” is for the school fiscal years beginning July 1, 2007 and ending June 30, 2010 and is in accordance with Chapter 303, Laws of 1968, as amended by Chapter 123, P.L. 1974.

IN WITNESS WHERE OF, the parties hereto have set their hands and seals or caused this instrument to be duly executed by their proper officers and their seal affixed, the day and year first above written.

BLOOMFIELD BOARD
OF EDUCATION

BLOOMFIELD PUBLIC SCHOOLS
SERVICE ASSOCIATION

By: _____
 President

By: _____
 President

ATTEST:

By: _____
 Secretary

By: _____
 Secretary

2 RECOGNITION

WHEREAS, the Bloomfield Public Schools Service Association represents the majority of the maintenance employees of the Bloomfield Board of Education whose salaries are determined in accordance with the custodial and maintenance salary guides; and

WHEREAS, Chapter 303 of the Laws of 1968, provides that an association which enrolls the majority of public employees in a specific category of employment is the legal negotiating unit for such employees.

THEREFORE, BE IT RESOLVED, that the Bloomfield Board of Education recognizes the Bloomfield Public Schools Service Association as the official negotiating unit for those persons on the custodial and maintenance salary guides who are under contract to the Bloomfield Board of Education for the school years 2007-08, 2008,09 and 2009-10

ARTICLE 3

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a Successor Agreement in accordance with Chapter 303, Public Laws of 1968 as amended by Chapter 123, P.L. 1974 in a good faith effort to reach an agreement on negotiable matters concerned with the terms and conditions of custodial and maintenance employees' employment and grievance procedures. Such negotiations shall begin not later than February 1 of the School year in which the Agreement expires. Any agreement so negotiated shall apply to all custodial and maintenance personnel, be reduced to writing and be signed by the Board and the Association. During negotiations, all agreements made by both parties shall be tentative until the entire

Agreement has been negotiated and shall be subject to final ratification by both the Board and the Association.

- B. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. The board shall make available to the Association for inspection, public records deemed to be pertinent to the conditions of employment and negotiations.
- C. Neither party in any negotiations shall have control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be authorized to make proposals, consider proposals, and make counter-proposals in the course of negotiations; however, final authority to approve proposals shall rest with the Board of Education and the Bloomfield Public Schools Service Association.
- D. If the Board and the Association are unable to agree, then either party may request of the other that the matter shall be submitted to advisory mediation. Such requests shall be in writing, and the acquiescence therein shall also be in writing. If either party refuses a request, the matter will be referred to the New Jersey Public Employment Relations Commission.
- E. In the event an agreement cannot be reached, the matter shall be referred to the New Jersey Public Employment Relations Commission for fact finding and/or advisory mediation.

Miscellaneous

A committee of three (3) Association representatives shall meet with the Superintendent and or his designee to discuss the administration of this Agreement upon request of either

party at times mutually agreed. This committee shall not intrude upon the grievance procedure.

This Agreement shall not be modified in whole or in part, nor shall additional items be added by the parties, except by an amendment in writing, approved by the Board and the Association.

ARTICLE 4

GRIEVANCE PROCEDURE

A. Definitions

1. A ‘grievance’ is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of employees and/or the interpretation meaning or application of any of the provisions of this agreement.
2. The ‘Grievant’ is the person or persons making the claim or the Association making the claim.
3. A ‘party in interest’ is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems, which may from time to time arise affecting the welfare or terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as

informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and the president or Vice-President of the Association is informed of the terms of the adjustment.

C. Procedure

1. Each employee has a right to be heard by his Supervisor, Principal, Superintendent, and Board of Education on conditions concerning his employment. It is understood that he will proceed through the levels outlined in this procedure. Grievances shall be submitted on a form available in the office of the Principal.
2. All employees, including the grievant, or grievants, shall continue to perform their assigned duties regardless of the pendency of the grievance until such grievance is officially resolved. The continuance of duty will not constitute an agreement as to the disposition of the grievance.
3. It is the intent of both parties in interest to process all grievances as expeditiously as possible.
4. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school

year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced, so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

5. Concerning all levels, all parties shall adhere to the following schedules for submitting and processing grievances. Request for time extensions will be made in writing. Requests will be granted. The granting will be in writing. Extensions will be for a maximum of twenty (20) days per level of the procedure. Failure to respond within the prescribed time limit or extended time limit, at each level, will allow the Association to submit the grievance to the next higher level. Failure to advance a grievance to the next higher level within the specified time limit, or extended time limit, shall be a waiver of the grievance.

D. Rights of Employees to Representation

Any party in interest may be represented at all stages of the grievance procedure by him/herself, or at his/her option, by a representative selected or approved by the association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

Any aggrieved person must present his/her grievance in writing to his/her principal/supervisor within thirty (30) days of the occurrence or of when the grievant should have known of the occurrence.

Level 1:

During this thirty (30) day period between the occurrence and the submission in writing, the grievant shall discuss the grievance with his her supervisor/director who must reach a decision within six (6) days of receipt of the written grievance.

Level 2:

If no resolution has been reached at Level 1, the grievance may be submitted in writing to the Superintendent within ten (10) days after receipt of the director's decision. The Superintendent must rule on the grievance within ten (10) days after receipt of the grievance. If either party to this procedure requests a hearing at this level the hearing shall be held within the ten (10) daytime period. The Superintendent's response shall be in writing with a copy to the Association.

Level 3:

If no resolution has been reached at Level 2, the grievance may be submitted in writing to the Board within ten (10) days after receipt of the Superintendent's response.

The Association may request a hearing of the grievance before the Board of Education or a committee thereof, which the Board may grant or deny.

However, not more than three (3) times in single contract year, the Association may require that a hearing be held before the Board or its designated committee (at the Board's option) and the Board shall grant

such hearing. In such cases, the Association shall indicate that it is seeking a hearing under this mandatory provision.

If a hearing is held, the Board shall have thirty (30) days to schedule and hold the hearing. The Board shall respond to the grievance within fifteen (15) days of the hearing. If no hearing is held, the Board shall respond to the grievance within fifteen (15) days of receipt of the grievance.

Level 4:

If the Association is not satisfied with the disposition of the grievance at Level 3, or if no decision has been rendered within the fifteen (15) days after the grievance was delivered to the Board, it may, within five (5) days after a decision by the Board of twenty (20) days after the grievance was delivered to the Board whichever is sooner, submit the grievance to arbitration through the Public Employment Relations Commission, with a copy to the Board. The parties shall be bound by the rules and procedures of the Public Employment Relations Commission (PERC).

The arbitrator's decision shall be in writing and shall set forth his/her findings on fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is a violation of the terms of this Agreement. The arbitrator cannot add to, modify, or delete from the contract. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

Grievances shall not be deemed to be arbitrable which concern (a) any matter for which a specific method of review is prescribed either by law or by any regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone; (b) a complaint of a non-tenured employee which arises by reason of his/her not being re-employed; (c) a complaint by any employee caused by appointment to, lack of appointment to, retention in, or lack of retention in any position for which tenure is either not possible or not required; and (d) terms and conditions of employment not specifically part of this Agreement.

The costs for the services for the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

E. Miscellaneous

1. If, in the judgment of the Association Grievance Committee, a grievance affects a group or class of employees in a single school, the Grievance Committee may submit the grievance in writing to the principal following the time guidelines of Level 1. If the grievance affects a group or class of employees in more than one building, the Grievance Committee shall

submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level 2.

2. Decisions rendered at Level 1 which are unsatisfactory to the grievant shall be in writing setting forth the decision and the reasons therefore and shall be transmitted to the grievant and the Association.
3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
4. Forms for filing grievances, serving notices, making appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operations of the grievance procedure.
5. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this section.
6. The Board agrees that it will apply to all substantially similar situations the decision of an arbitrator sustaining a grievance and the Association agrees that it will not bring or continue, and that it will not represent any employee in any grievance which is substantially similar to a grievance denied by the decision of the arbitrator.

ARTICLE 5

BOARD OF EDUCATION'S LEGAL PREROGATIVES

- A. Nothing in this Agreement shall be construed to diminish or remove from the Bloomfield Board of Education the authority or responsibilities which are vested in it by law.

- B. It is recognized by the parties that the Board is vested by the laws of the State of New Jersey with the management and control of all of the public schools in the School District. This authority of the Board shall include, but shall not be limited to, the right to hire, discharge or discipline employees for just cause, and the authority to make such rules and regulations consistent with this agreement as are necessary for the government of the schools. Nothing in this Agreement shall constitute a derogation or transfer of authority of the Board as established by the laws of the State of New Jersey.

ARTICLE 6

CUSTODIAL AND MAINTENANCE HOLIDAYS

- A. Custodial and Maintenance personnel will not report to work on holidays except (as requested) for:
 - 1. Keeping heat in buildings to protect from freezing
 - 2. Removal of snow/ice
 - 3. Emergency reasons, as determined by the Superintendent or his designee.

B. Custodial and Maintenance employees shall be entitled to fourteen (14) paid holidays per year. These holidays shall include the following days. When the day listed falls on either a Saturday or Sunday, the holiday will be celebrated on either the preceding Friday or following Monday as determined by the Board:

Independence Day

Labor Day

Thanksgiving Day

Day after Thanksgiving

Christmas Day

New Year's Day

Good Friday

Memorial Day

The remaining holidays will be specified at the time the school calendar is adopted by the Board. The holiday schedule may be changed to meet the needs of the district.

The remaining holidays will be specified at the time the school calendar is adopted by the Board. The holiday schedule may be changed to meet the needs of the district.

C. In addition to the above, the workday for full time Custodial and Maintenance personnel shall end two (2) hours early on the last working day prior to Thanksgiving.

ARTICLE 7

DAILY WORK SCHEDULES AND OVERTIME POLICY

A. Daily Work Schedules

These schedules are based on a straight forty (40) hour work week for the twelve months of the year.

B. Building Custodians

1. The regular work days for all full-time building personnel will be:

High School

First Shift 6:30 a.m. to 3:30 p.m. (One hour for lunch)

Second Shift 10:00 A.M. to 6:30 p.m. (One half-hour lunch)

Late Shift 2:00 p.m. to 11:00 p.m. (One hour for lunch)

Tuesday to Saturday Shift

10:00 a.m. to 6:30 p.m. (One half-hour lunch) Tues to Fri.

8:00 a.m. to 5:00 p.m. (One hour lunch) (Sat.)

2:00 p.m. to 11:00 p.m. (one hour lunch) Tues.-Sat.

Middle School

First Shifts 6:30 a.m. to 3:30 p.m. (One hour lunch)*

7:00 a.m. to 4:00 p.m. (One hour lunch)

Second Shift 10:00 a.m. to 6:30 p.m. (One half-hour lunch)

Late Shift 2:00 p.m. to 11:00 p.m. (On hour lunch)

*Entitled to shift differential.

Tuesday to Saturday Shift

10:00 a.m. to 6:30 p.m. (One half hour lunch) Tues.- Fri

8:00 a.m. to 5:00 p.m. (One hour lunch) (Sat.)

2:00 p.m. to 11:00 p.m. (one hour lunch) Tues.-Sat.

Elementary Schools

First Shift 7:00 a.m. to 4:00 p.m. (One hour lunch)

Second Shift 10:00 a.m. to 7:00 p.m. (One hour lunch)

Third Shift 2:00 p.m. to 11:00 p.m. (One hour lunch)

Forest Glen School

First Shift 7:30 a.m. to 4:30 p.m. (One hour lunch)

Administration Building

First Shift 8:00 a.m. to 5:00 p.m. (One hour lunch)

2. The position of third shift custodian shall be considered a Class III custodian on the salary guide.
3. The district will utilize its own employees to cover positions due to employee absence if necessary. The district will not secure non-employee substitutes to cover positions due to employee absence.

C. Service Center Employees – Field House Hours

*Second Shift 10:00 a.m. to 7:00 p.m. (One hour lunch)

*(One staff member from August 15 to December 1)

Members of the **General Maintenance** staff may be assigned to district schools as needed during the period of December 1 through March 31.

D. Maintenance

1. The regular workday for full-time Service Center Employees will be:
First Shift 7:00 a.m. to 3:30 p.m. (One half-hour lunch)
Second Shift 7:30 a.m. to 4:00 p.m. (One half-hour lunch)
2. **Summer work schedule shall begin July 1 and end the Friday preceding Labor Day (the exception will occur only when building needs require that the regular shift to be worked).**

All Maintenance Staff 7:00 a.m. to 3:30 p.m. (One half-hour lunch)

All Building Custodians: 7:00 a.m. to 3:30 p.m. (One half-hour lunch)

A Tuesday through Saturday shift will be maintained at the High School and Middle School from September 1 through June 30. This shift will be scheduled so that there will be at least 8 hours between the end of the scheduled Friday shift and the scheduled Saturday shift.

E. Overtime Policy

1. When regular school programs or building rentals are scheduled during a regular shift, no custodial overtime will normally be authorized. It is intended that the second shift and third shift custodians will provide basic service for most such school or rental groups.
2. **An additional custodian will be assigned in our elementary schools for five (5) public programs at the discretion of the principal and custodian manager.**
3. All absences of full time or part time personnel are to be reported to the Board Office promptly by telephone so that substitute

service may be arranged early. Employees must report their sick day usage, no less than one (1) hour before the start of the employee's shift.

4. Report all overtime worked while burglar alarm systems are being repaired at the Board Office on the next regular work day.
5. Overtime report sheets should be completed in pen and submitted with the appropriate time card attached except when not at assigned responsibility. Any additional time spent on the job shall be limited to overtime payments as there shall be no allowances for compensatory time except as specifically authorized by the Business Administrator or his designee.
6. Overtime assignments are to be divided equally among all custodians assigned to a building, subject to the needs of the District.

F. Overtime Compensation

1. One and one-half (1 ½) times the regular hourly rate will be paid for all hours after eight (8) hours in any day.
2. Time and one-half will be paid for all regular building checks during the period of the year when a building check is required every twenty-four (24) hours and when buildings are unoccupied, i.e. Saturdays, Sundays and holidays. When occupied on Saturdays, Sundays or calendar holidays, the building check will

be made during the hours of occupancy, and no additional overtime will be paid.

3. Required work on the following holidays shall be paid at twice the regular hourly rate for the period worked:

July 4 (Independence Day)

Labor Day

Thanksgiving Day

Christmas Day

New Year's Day

President's Day

Easter Sunday

Memorial Day

4. In the event of an emergency call-in after an employee completes his or her work shift and leaves the premises, the employee will be guaranteed a minimum of three (3) hours work at one and on-half (1 ½) times the regular hourly rate of pay. Successive call-ins within the three (3) hour period will not be compensated unless the employee's time on the job extends beyond the conclusion of the three (3) hour period.
5. Overtime for overnight snow removal (**between 11:00 p.m. and 7:30 a.m.**), but not any time in this period which is part of a regular scheduled shift, will be paid at the rate of double time (2X). Employees working said overtime must report to work for their

next regularly scheduled shift to be paid for that shift, unless a sick day is approved and used. The Board reserves the right to determine the start time and necessity for emergency overtime.

6. Employees are required to work their regular work schedule when the district is closed due to inclement weather or emergency reasons. A vacation day will be credited to each employee who works his or her regular scheduled workday for every day the district is closed for inclement weather or emergency reasons up to a maximum of three days. These specific vacation days can be used to extend an employees vacation period but may not be used for the extension of a calendar holiday recess.

7. **The Board shall allow up to twenty (20) hours of compensatory time equivalent to overtime (time and one half rates) for all custodial staff and for up to forty (40) compensatory time equivalent to overtime (time and one half rate) for maintenance department employees with prior approval from their supervisor. Compensation time shall not be accrued annually.**

G. Shift Differential

1. Third shift employees (2:00 p.m. – 11:00 p.m.) will receive additional compensation of 7% of their salary. First shift custodians at the middle school and high school will receive additional compensation of 2.5%. If the shift is less than a year,

amount shall be pro-rated at the appropriate differential per time period.

2. Third shift employees will work the third shift September 1 to June 30, and they will work the first shift July 1 to August 31, except that shifts may be changed on an as-needed basis, to cover the operating needs of the buildings during school holidays and in the summer.

ARTICLE 8

VACATION POLICY

A. Vacation Entitlement

1. The vacation entitlement for full time, twelve (12) month custodial and maintenance personnel is shown below. Vacation entitlement shall be calculated from the first day of employment but cannot be taken until earned.

Experience on the <u>Job as of July 1</u>	Number of Work Days <u>Vacation Entitlement</u>
Less than 12 months	½ day for each full month employed NO ALLOWANCE FOR LESS THAN ONE FULL MONTH
1-4 full years	12 work days
5 full years	13 work days
6 full years	15 work days
7 full years	16 work days

10 full years	17 work days
12 full years	19 work days
16 full years	22 work days
20 full years	23 work days
25 full years	26 work days

B. Timing of Vacations

1. Building custodian vacations may be scheduled during any month, subject to the supervisor's approval. Notice of vacations must be given to the supervisor at least two (2) weeks prior to the effective date in order to be considered. The supervisor will provide a response within four (4) business days.
2. **All building custodians** will plan their vacations so as to be on duty during the last week of August. Exceptions to this rule should be requested through the Board Office.
3. Maintenance department vacations may be scheduled during any month, subject to the supervisor's approval. Notice of vacations must be given to the supervisor at least two (2) weeks prior to the effective date in order to be considered, except for emergencies and/or unforeseen circumstances. The supervisor will provide a response within four (4) business days.
4. Maintenance department members who carry over vacation days will take these days off during the months of September through June.

C. Non-Accrual

1. All vacation time is to be used each year and shall not be accrued.
2. Overtime will not be accumulated for vacation purposes.

D. Vacation Schedules

Vacation schedules will be submitted to the Board Office by principals and supervisors on or before June 1.

ARTICLE 9

SALARY GUIDE FOR CUSTODIANS

RESOLVED₂ that the following schedule shall be and hereby is adopted as a guide for the salary for employees of the Board of Education, effective as to the custodial staff only upon the recommendation of the Board Secretary, when said recommendation has been approved by the Board. The following guide shall not under any circumstances be considered mandatory or binding upon the Board of Education or as entitling any employee to any salary therein mentioned unless and until the same has been specifically fixed by the Board of Education upon recommendation as aforesaid.

2007-2008

Step	Class 1	Class 11	Class 111
1	\$32,000	\$29,500	\$27,500
2	\$33,000	\$30,500	\$28,250
3	\$34,000	\$31,500	\$29,250
4	\$35,500	\$32,500	\$30,250
5	\$36,500	\$33,500	\$31,250
6	\$38,000	\$34,700	\$32,250
7	\$39,500	\$35,500	\$33,250
8	\$41,000	\$36,700	\$34,585
9	\$42,500	\$38,500	\$36,585
10	\$44,000	\$40,500	\$38,585
11	\$46,000	\$43,500	\$40,650
12	\$48,000	\$46,500	\$42,900
13	\$50,800	\$48,850	\$46,850
14	52,600	\$50,850	\$48,650

2008-2009

Step	Class 1	Class 11	Class 111
1	\$33,000	\$30,000	\$28,050
2	\$34,500	\$31,000	\$29,050
3	\$36,000	\$32,000	\$30,050
4	\$37,500	\$33,000	\$31,050
5	\$39,000	\$34,000	\$32,050
6	\$40,500	\$35,000	\$33,050
7	\$42,000	\$36,190	\$34,050
8	\$43,500	\$37,190	\$35,050
9	\$45,000	\$39,190	\$37,050
10	\$46,500	\$41,190	\$39,050
11	\$48,000	\$44,190	\$40,650
12	\$49,500	\$47,100	\$42,900
13	\$52,500	\$50,350	\$46,900
14	\$54,100	\$52,350	\$50,150

2009-2010

Step	Class 1	Class 11	Class 111
1	\$34,000	\$31,000	\$28,300
2	\$35,000	\$32,000	\$29,300
3	\$36,500	\$33,000	\$30,300
4	\$38,000	\$34,000	\$31,300
5	\$39,500	\$35,000	\$32,300
6	\$41,000	\$36,000	\$33,300
7	\$42,500	\$37,000	\$34,300
8	\$44,000	\$38,000	\$35,400
9	\$45,500	\$40,000	\$37,400
10	\$47,000	\$42,000	\$39,400
11	\$48,500	\$45,000	\$41,400
12	\$50,500	\$48,000	\$42,900
13	\$53,500	\$50,350	\$46,900
14	\$56,100	\$54,350	\$52,150

- Class 1 - Head Custodians in Middle and High School.
- Class 11- Head Custodians in Elementary Schools. Custodians in School Administration. Building and Asst. Head custodians in Middle and High School
- Class III - Assistant Custodians in all school locations
Assistant Head custodians or Assistant Custodians who supervise Building Aides shall receive \$160 per year above the regular step.

ARTICLE 10

SALARY GUIDE FOR MAINTENANCE STAFF

RESOLVED, that the following schedule shall be and hereby is adopted as a guide for the salaries for employees of the Board of Education, effective as to the maintenance staff only upon the recommendation of the board Secretary, when said recommendation has been approved by the Board. The following guide shall not under any circumstances be considered mandatory or binding upon the Board of Education or as entitling any employee to any salary therein mentioned unless and until the same has been specifically fixed by the Board of Education upon recommendation as aforesaid.

2007-2008

Step	Trades	GM
1	\$32,000	\$29,000
2	\$33,500	\$30,500
3	\$35,000	\$32,000
4	\$36,500	\$33,500
5	\$37,625	\$35,000
6	\$39,440	\$36,500
7	\$41,000	\$37,750
8	\$42,125	\$39,135
9	\$44,050	\$40,635
10	\$45,150	\$42,135
11	\$46,650	\$43,800
12	\$50,100	\$45,835
13	\$53,850	\$49,400
14	\$55,850	\$51,400

2008-2009

Step	Trades	GM
1	\$32,500	\$29,500
2	\$34,000	\$31,000
3	\$35,500	\$32,500
4	\$37,000	\$34,000
5	\$38,500	\$35,500
6	\$39,800	\$37,000
7	\$41,000	\$38,500
8	\$42,280	\$40,000
9	\$43,800	\$41,000
10	\$45,300	\$42,500
11	\$46,800	\$44,000
12	\$50,100	\$46,500
13	\$53,850	\$49,400
14	\$57,350	\$52,900

2009-2010

Step	Trades	GM
1	\$33,000	\$30,000
2	\$34,500	\$31,500
3	\$36,000	\$33,000
4	\$37,500	\$34,500
5	\$39,000	\$36,000
6	\$40,300	\$37,500
7	\$41,500	\$39,000
8	\$42,700	\$40,500
9	\$44,495	\$42,000
10	\$45,800	\$43,500
11	\$47,200	\$45,500
12	\$51,000	\$47,000
13	\$55,500	\$49,400
14	\$59,350	\$54,900

Service Increment/Longevity – The service increment/longevity shall be as follows:

Completion of 10 years of continuous service	\$600
Completion of 15 years of continuous service	\$700
Completion of 20 years of continuous service (or at age 60, with at least 10 consecutive years of service)	\$925
Completion of 25 years of continuous service	\$1,200
Completion of 30 years or more of continuous service	\$2,200
Completion of 35 years or more of continuous service	\$2,700

ARTICLE 11

RULES GOVERNING EMPLOYEE’S ABSENCES

A. **Sick Leave**

1. The Board will grant fourteen (15) days of sick leave per year, on the basis of ½ days per month, to each full time employee without deduction in pay, such leave being created as of the first day of the school year. Unused sick leave in any year shall be allowed to accumulate.
2. Deduction of sick days allowable at the same rate may be made if the employee resigns or leaves before the completion of the school year.
3. In case of sick leave claims, the Board may require a physician’s certificate to be filed with the Secretary of the Board of Education.

4. Sick Leave is hereby defined to mean the absence from his or her post of duty, of the employee because of personal disability due to illness or injury, or because he or she has been excluded from school by the school's district medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.
5. Terminal Leave – For the life of this Agreement, employees will be paid at the below listed rate per day for one (1) day for every three (3) days of unused accumulated sick leave upon retirement following six (6 months) written notice, except in the event of an emergency, to the Board of their intention to retire.
6. The maximum allowable accumulation of unused sick leave days shall be as follows but shall not exceed **\$7,000**:

	Per Diem Rate
1-100 days	\$50.00
101-200 days	55.00
201-300+ days	60.00

7. Retirement for this purpose means to be eligible for a pension from the Public Employee Retirement System. Employees who meet these requirements but who die prior to retirement shall have the money paid to their estate.
8. **The district shall pay unit members \$300 for zero sick days absent for the school year. Workers compensation days shall be included towards absences.**

B. Extended Absence for Illness

When absence under circumstances described above, exceeds the annual leave and the accumulated leave, the Board will consider each case on its individual merits.

C. Allowance for Absence other than Personal Illness

This policy shall cover brief absences not chargeable to sick leave for professional reasons directly beneficial to the school system. The provisions for a leave at full pay stated below shall be for one year and no unused days shall be accumulative for use in another year.

1. Death in the Immediate Family – An allowance of up to five (5) days leave shall be granted.

Definition: Immediate Family shall include spouse, parent, parent-in-law, child, sibling, grandparent, or anyone making his or her home with the family or anyone who actually stands in the position of a member of the immediate family to the employee.

2. Serious illness in the Immediate Family – an allowance of up to three (3) days shall be granted. (Immediate family same as (1) above). The board has the authority to demand medical certification when employees request family illness days.

3. Death of Relative of the Second Degree – an allowance of one (1) day's leave shall be granted.

Definition: Uncle, aunt, niece, nephew, cousin or relative by marriage.

D. Other Emergencies of Personal Nature

A total of up to three (3) days leave during a school year, with prior approval by the Superintendent of Schools for the reasons listed below may be granted. Days granted shall be for the full length of the school day and shall be recorded as full days.

1. Any other emergency or urgent reason, if approved by the Superintendent of Schools or the Board of Education.
2. A personal day may be taken from the three (3) days allowed under this section when a letter of notice is submitted to the Superintendent of Schools at least (48) hours in advance, stating that the day's leave is necessary for urgent personal reasons. In cases of emergency where advanced notice was not given, the employee must submit a letter within forty-eight (48) hours of return to work in order to receive salary for the day in question.
3. Except for emergencies or extenuating circumstances as determined by the Superintendent, no leave shall be permitted the day prior to or the day following a school holiday or vacation period or the last contractual day of the school calendar for ten (10) month employees. It is understood that these days must be for an appropriate purpose, and, if not, they are subject to denial and/or rescission by the Superintendent.

E. Members who do not use any personal days in any school year will have unused personal days added to their accumulated sick leave record. Personal days added to the sick leave record may only be used for sick leave and only after all

accumulated sick leave days have been exhausted. Personal days accumulated as sick leave, may not be cashed in upon retirement.

F. Employee's Absence Report

For the protection of the employee and for the proper payroll accounting and audit, every absence for a half (1/2) day or more must be accounted for on the regular Board of Education Employee's Absence Report.

ARTICLE 12 A

MATERNITY/CHILD REARING LEAVE

Maternity, paternity, sick leave and/or child rearing leave will be granted to employees bearing and raising or adopting pre-school age children in accordance with applicable New Jersey law. Consistent with the foregoing, leave without pay will be granted for up to one (1) school year with an extension, upon request, for up to one (1) additional school year. The exact duration of the leave or extension to be contingent upon date of application so that the teacher will return from leave at the start of a school year, i.e. September. Employees granted child-rearing leaves commencing after March 1st of any school year may request an extension of up to two (2) school years under the conditions listed above. Child rearing leaves will only be granted immediately following the assumption of custody of the child.

ARTICLE 13

HEALTH-CARE INSURANCE PROGRAMS

- A. 1. The Board of Education will pay the premium for each employee and his/her eligible dependents (full family coverage) limited to one (1) family premium for the head of household when more than one (1) member is employed in the District who enrolls in the health-care insurance program provided by the Board of Education. The board will insure the uninsured spouse for any losses that occur due to the lack of coordination of benefits on subsections B.1 through B.6 when both spouses are employed in the District.
2. Full-time employees shall receive single only health insurance coverage until such time as they attain three (3) full years of continuous employment in the district, unless hired on the fourth (4th) or higher step of the salary guide in which case the employee shall be entitled to full family coverage at the group rate paid by the district for such benefits. Any district employee hired into the BPSSA shall have all previous years of continues district service credited for purposes of family benefits (health, dental, and prescription).
3. Employees receiving single only coverage shall be entitled to purchase dependant coverage at the rate paid by the Board for such coverage, until such time as they attain eligibility for full coverage.

- B. Provisions of the Health Benefits program as of July 1, 2006 shall be detailed in master policies on file in the Board of Education Office and in individual certificates issued to those employees who enroll. The provisions of the Health Benefits program shall include:
1. A Traditional Indemnity Program with the following benefit features:
 - Hospitalization: 100%
 - Medical/Surgical 100% of UCR or current schedule of benefits
 - Major Medical Deductible: \$350 Employee/\$700 Family
 - Major Medical Benefit 80%
 - Coinsurance Maximum: \$3,000 Employee/\$6,000 Family
 2. A PPO Program (Preferred Provider Organization) with the following benefit terms:
 - In-Network Office Visit Co-pay: \$15
 - Out of Network Deductible: \$350 Employee/\$700/Family
 - Out of Network Benefit: 80%
 - Out of Network Coinsurance Maximum: \$3,000 Employee/\$6,000 Family
 3. A POS Program (Point of Service) with the following benefit features:
 - In Network Office visit Co-pay \$5
 - Out of Network Deductible: \$300 Employee/\$600 Family
 - Out of Network Benefit 70%
 - Out of Network Coinsurance Maximum: \$3,000 Employee/\$6,000 Family
 4. The Board will continue to pay full premium cost for employee Dental and Prescription Drug insurance with the same conditions as stated in A-1 to A-3.
 5. The Board will pay the premium cost for a Prescription Drug Plan with the following co-pay structure:
 - Retail: \$20 Brand Name Drugs/ \$10 Generic Drugs
 - Mail Order: \$10 Brand Name or Generic Drugs
 6. Benefit levels shall remain equal to or better than existing plans if and when the Board changes carriers.

- C. Employees shall have the option to withdraw from the insurance coverage listed in subsections B1 through B6 with the following conditions:
1. Employees who elect to withdraw from the insurance coverage shall be paid twenty-five percent (25%) of the premium cost based on family or single coverage at the time of withdrawal, per year and prorated for part of the year.
 2. Employees hired after February 1, 1995, shall receive twenty-five (25%) of the average between the two single coverages in medical insurance by the Board's provider. Employees who withdraw shall have the right to reenroll at the next open enrollment period.
 3. Employees who withdraw are permitted to re-enroll immediately should they lose their alternate Health benefits coverage as a result of a "life status" change. Any monies paid in advance to the employees must be refunded to the Board of Education on a prorated basis.
- D. The Board will not be required to pay insurance premiums for the employees on unpaid leaves of absence. Employees on unpaid leaves of absence may continue in the insurance program (where permitted by the carrier) by reimbursing the board for the cost of premiums. Reimbursement shall be made prior to the premium date.
- E. If the Board changes the level of medical benefits available to any bargaining unit which represents over 50% of the District's labor force or with any carrier during the life of this agreement, such changes shall also be effective for this bargaining unit.

ARTICLE 14

UNIFORMS

- A. The Board shall provide each new employee, hired after July 1, 2002 with work uniforms to a total of 10 pants and 10 shirts. The employee shall be responsible for cleaning and maintaining the uniforms. Uniforms are mandatory and must be

- worn at all times in good condition. During the months of May through September. T-shirts provided by the Board of Education may be worn in place of the collared uniform shirts that are issued by the board with the following exception. During the months of May, June and September all employees working in a building, or entering a building as part of their assigned duties, will wear a collared uniform shirt as supplied by the board. Two T-shirts will be provided to each contract employee. Jobs requiring protective clothing will preclude employees from wearing T-shirts as part of their uniform when on duty.
- B. **Uniforms may be exchanged in October and in April.** Worn or damaged items must be turned in to receive a replacement.
 - C. The present practice with respect to the provision of foul weather gear will be continued during the term of this Agreement.
 - D. An annual allowance not to exceed two hundred dollars (\$200) for the purchase of approved and necessary work clothing/uniforms/shoes/thermal underwear will be granted in each year of this Agreement. Reimbursement will be made within thirty (30) days of presentation by the employee of an itemized bill for approved work uniforms. Uniforms include exposed clothing only, it does not include items such as non-thermal underwear, T-shirts and the like.
 - E. Employees will be issued photo identification cards. Photo identification cards are to be worn when on duty. Replacement ID cards for those lost beyond the first replacement will result in employee's being charged for the replacement.

ARTICLE 15

LOCKERS

Lockers will be provided for each member

ARTICLE 16

EVALUATIONS

An annual evaluation of each custodial, and maintenance employee shall be completed by the immediate supervisor before March 1st.

ARTICLE 17

DEDUCTION FROM SALARY

The Board agrees to deduct dues from the salaries of the Bloomfield Public Schools Service Association members. Such deductions shall be made in compliance with Chapter 233. Public Laws of 1969 (N.J.S.A. 52:14-15.9(e)). Said monies shall be transmitted to the treasurer of the Association by the 15th of each month following the monthly pay period in which the deductions were made.

The Association shall certify to the Board in writing the current rate of its membership dues and shall submit a listing of Association members before June 15 of each year.

Any employee may have such deductions discontinued only by prior written notice to the Board Secretary effective January 1 or July 1 of any year. Upon termination of employment, an employee's remaining amount due for the current year shall be deducted from his final pay.

The Board agrees to deduct from the salaries of employees covered by this Agreement (Article I-Recognition) who choose not to become Association members, a representative fee equal to 85% of regular membership dues, fees and assessments. The

procedures to be used in administering the collection of the representative fee shall be in conformance with N.J.S.A. 34:13A-5.5 eq. Seq. (Chapter 477 of the Laws of 1979). The Association agrees to save harmless the board from any liability resulting from improper deductions based on information provided the Board by the Association. Members may participate in tax sheltered annuity programs offered by the Variable Annuity Life Insurance Company (VALIC) or the Supplemental Annuity Collective Trust of the Division of Pensions of the State of New Jersey or a combination of the two programs, or any other TSA403b plan providers as approved by the Board of Education. Each member desiring to participate in a tax sheltered annuity program will complete the necessary salary reduction agreement for the plan or plans desired. The maximum total salary reduction that a member may specify will be based on the current I.R.S. regulations relative to TSA403b plans of the annual contract salary whether the member participates in either one or a combination of the plans offered. Any salary agreement for the plan offered by the Variable Annuity Life Insurance Company or another TSA403b provider plan must be filed with the Board of Education on or before June 30th of each year. Salary reduction agreements and any changes thereto for the Supplemental Annuity Collective Trust Program will be filed with the Board of Education under the rules and regulations of the Division of Pensions of the State of New Jersey. It is each participating member's responsibility to maintain the necessary income tax records for either of these tax sheltered program. The Board of Education is relieved of any responsibility after forwarding the monthly salary reduction monies to the Variable Annuity Life Insurance Company or to the Supplemental Annuity Collective Trust.

ARTICLE 18

ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or Association member is mutually scheduled by the parties to this contract to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss of pay.
- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings, after the regular work day. The Business Office and the Principal of the building shall be notified and their approval received in advance of the time and place of all such meetings. Approval will be contingent upon prior scheduled use.
- C. The Association shall have the right, with permission of the Superintendent, to use full facilities and equipment, at reasonable times when such equipment is not otherwise in use. The Association shall provide materials and supplies incident to such use.
- D. The Association shall have the right to use interschool mail facilities and school mailboxes as it deems necessary for Association business.
- E. All other Association business activities will be conducted during nonworking hours.

ARTICLE 19

LICENSE REQUIREMENT

Each full time employee, where operation of a building will be affected, must have a Black Seal Fireman's license issued by the State of New Jersey. Inc cases where new

employees do not hold the Black Seal Fireman's license at the time of employment, they will be required to obtain a Black Seal Fireman's license issued by the State of New Jersey during the first full year's contractual employment. The initial application fee (\$25.00) will be paid by the Board. If the applicant is not successful in passing the examination on the first two attempts, additional application fees will be paid by the employee. Annual renewal fees will be paid by the Board.

Employees covered by this contract who were employed prior to July 1, 1996 who do not possess a Black Seal License will not be required to obtain a Black Seal License. All employees who seek a higher grade, transfer, or promotion shall obtain; a black seal fireman's license and any additional license requirements for the position he or she is applying. i.e. Employees "who were employed prior to July 1, 1996, and do not possess a black seal license will not be required to obtain a black seal license." These employees shall be grandfathered in their current positions and in order to advance or transfer to any position which is currently held by a licensed employee must obtain a black seal license in order to be eligible for the transfer or promotion.

Any new employee can be required to obtain a CDL (Commercial Driver's License) with a passenger endorsement, or other endorsement as reasonably requested by the Board of Education, within one year of the date of employment. The Board of Education will pay the fees and costs associated with obtaining this license. The mechanic will obtain such a license, with endorsements deemed appropriate by the Board of Education, within one year of the date of employment. The Board of Education will pay the fees and costs

associated with obtaining this license. The mechanic will obtain such a license, with endorsements deemed appropriate by the Board of Education, within one year of the date of ratification of this agreement. In all cases employees will be reimbursed for costs associated with obtaining, and renewing, the CDL portion of the employee's driving license.

All employees assigned to drive Board of Education owned vehicles will submit Motor Vehicle abstracts of their driver's license on an annual basis. Employees with New Jersey licenses can obtain the abstract at no cost through the Board of Education. Employees with out-of-state licenses will be responsible for arranging for the abstract being sent to the Board of Education and will have any costs associated with obtaining the abstract reimbursed by the Board of Education.

Employees assigned to drive Board of Education vehicles whose driving abstract reflects more than 9 points assigned against their license will be required to show evidence of participation in a defensive driving course, or suitable substitute. Courses of such a nature are usually offered through organizations such as the American Automobile Association (AAA).

Other licenses, and courses to be certified for licensing, required by the position of the association members will be reimbursed by the Board of Education.

ARTICLE 20

HEAD CUSTODIAN – SUBSTITUTE

An Assistant Custodian or a regular full-time employee who is a member of this Association and who is assigned to assume the duties of the Head Custodian, due to the latter's absence for illness or injury, will receive the rate of pay in the higher classification on the salary guide on the sixth (6th) day if such substitute completes five (5) continuous work days as substitute for the Head Custodian. Payment will be retroactive to the first day of work in the higher position.

ARTICLE 21

POSTING

- A. All permanent vacancies in bargaining unit positions that the Board intends to fill will be posted for at least five (5) workdays prior to the closing date for submitting applications. The posting will set forth qualifications and salary range.
- B. All members of the Association's bargaining unit who respond to the posting will be interviewed.
- C. Where qualifications are equal for a contractual full-time employee who is a member of the Association's bargaining unit and an outside candidate for a job, the contractual full-time employee who is a member of the Association's bargaining unit will be given preference with a sixty (60) day trial period. If the employee is found to be unqualified in the sixty (60) day trial period, the employee shall revert back to his former position and status.
- D. All new employees obtaining a position with the district shall serve a 90 day probationary period of employment.

The purpose of 90 days probationary period is to enable the principal and Director of Facilities to evaluate the employee's performance and or conduct in order to determine whether the employee merits continued employment status in his or her newly appointed position.

The probationary period shall commence on the first day of work with the district and shall extend for a period of 90 days.

At the end of the first 25 calendar days of the probationary period, the employee shall be evaluated by the principal and /or the immediate supervisor in writing.

If the conduct and/or work performance of the employee is found to be unsatisfactory, the principal or supervisor shall give the employee a warning letter along with the formal evaluation stating the unsatisfactory performance and conduct.

If the employee fails to correct the areas of unsatisfactory work performance or conduct in the next 25 day period he or she will be terminated for just cause at the end of the 90 day probationary period.

No employee serving a probationary period shall have recourse to the grievance procedure to challenge the Board of Education's substantive determination to terminate the employee during the 90 day probationary period.

ARTICLE 22

LAY-OFF AND RE-CALL

Association members who have been granted tenure and whose position is eliminated by a reduction in force shall have the right to “bump” a non-tenure association members or: if no non-tenure employees are employed by the Board, the least senior tenure employee, provided the employee has the ability and physical fitness to perform the duties of the position they would be moving to, as determined by the Superintendent or his designee.

ARTICLE 23

LIAISON COMMITTEE

A Liaison Committee made up of management representatives and association representatives shall meet during September, December, March and June to discuss issues related to management and association members during the time the contract is in force. Neither group shall influence or direct the other party as to who shall represent each group at such meetings. Each group shall be limited to at most five members. Agenda items for discussion at scheduled meetings shall be submitted at least one week prior to scheduled meetings.

ARTICLE 24

FULLY BARGAINED AND PAST PRACTICE PROVISION

This Agreement represents and incorporates the complete and final understanding and settlement by the parties on all bargainable issues which were or could have been subject to negotiations. During the terms 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.

IN WITNESS WHEREOF the parties subsequent to ratification and Board Resolution, hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and their respective corporate seals affixed hereto at Bloomfield, New Jersey on the ____ day of _____, 2008

BLOOMFIELD PUBLIC SCHOOLS
SERVICE ASSOCIATION

BLOOMFIELD BOARD OF
EDUCATION

By _____

President

By: _____

Secretary

By _____

President

By _____

Secretary