

4-3120

11-02

THIS DOES NOT
CIRCULATE

AGREEMENT

Between

Board of Education of the Township of Ewing

and

Local 2289, American Federation of State,
County, and Municipal Employees, AFL-CIO

July 1, 1977 - June 30, 1980

Amended May 21, 1979

for

July 1, 1979 - June 30, 1980

Custodians

LIBRARY
Institute of Management and
Labor Relations

JAN 24 1980

RUTGERS UNIVERSITY

AGREEMENT

Between

Board of Education of the Township of Ewing

and

Local 2289, American Federation of State,
County, and Municipal Employees, AFL-CIO

PREAMBLE

This Agreement entered into by the Board of Education of the Township of Ewing, hereinafter referred to as the "Employer", and Local 2289, American Federation of State, County and Municipal Employees, AFL-CIO hereinafter referred to as the "Union" has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other working conditions of employment.

1. RECOGNITION

1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for the following employees under contract including:

Custodian - Regular full time (inside and outside)
Cleaner - Regular full time
Maintenance Assistant
Part-time employee

but excluding substitute, short term and irregular employees.

2. UNION SECURITY

2.1 The Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union together with a list of names of all employees for whom the deductions were made by the 10th day of the succeeding month after such deductions are made. This authorization shall be irrevocable during the term of this Agreement, or as may otherwise be provided in the applicable statutes.

3. SENIORITY

3.1 Seniority is defined as an employee's total length of continuous service with the Employer, beginning with his original date of hire.

3.2 Seniority credits cease upon termination of employment. Seniority shall start anew upon reemployment. Approved leave of absence without pay for a period in excess of three (3) months shall not count toward seniority, except in cases of injury involving workmens compensation.

3.3 If a question arises concerning two or more employees who were hired on the same date the following shall apply: If hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records, first name, first preferences, etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name.

3.4 In all cases of layoff, recall and vacation schedules, employees with the greatest amount of seniority shall be given preference.

3.5 The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate and shall furnish a copy of same to the Union upon request.

3.6 The Employer shall advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.

3.7 The first vacancy for a position covered by this Agreement shall be advertised for bid within five (5) days after the vacancy occurs:

- a. If the replacement for the successful bidder needs a Boiler Operator's License, then the qualified employee with the least seniority shall fill this vacancy until another man becomes qualified. At this time, the replacement employee has an option to either remain in said position or return to previous position.
- b. If no bid is received, the qualified employee with the least seniority shall fill this vacancy until another man becomes qualified. At this time, the replacement employee has an option to either remain in said position or return to previous position.

3.8 The Employer reserves the right to transfer any man if the Employer feels that this is in the best interest of both parties. Notification of such change shall be forwarded to the President of the Union and a conference shall be provided with the Employee(s) involved if requested in writing within ten (10) days of notification.

4. WORK RULES

4.1 The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.

4.2 Every employee covered by this Agreement shall be physically fit to perform his duties and produce a certification of same from the Employer's physician within two weeks upon request of the Employer at no cost to the employee. The final directive to the employee for such physical examination shall be made by the assistant superintendent responsible.

5. WORK SCHEDULE

5.1 The work week shall consist of five (5) consecutive days, midnight to midnight, Monday through Friday.

5.2 The normal work shifts for regular full time employees shall be as follows:

Secondary Schools	Day	-	7:00 - 3:30
	Night	-	3:00 - 11:30
Elementary (excluding Fisk)	Day	-	7:00 - 3:00
	Night	-	3:00 - 11:00
Fisk	Day	-	7:00 - 3:30
Outside Custodian	Day	-	7:00 - 3:30
Maintenance Assistant	Day	-	7:00 - 3:30

It is understood that the elementary custodian (excluding Fisk) will be responsible to check their respective boilers and buildings on weekends and holidays at no additional compensation. It is further understood that the custodian at Fisk School shall be responsible to check his respective boilers and building on weekends and holidays and receive compensation of one and one-half ($1\frac{1}{2}$) times his hourly rate for one (1) hour each day.

5.3 The regular starting time of work shifts will not be changed except for emergencies or without reasonable notice to the affected employees.

5.4 Any custodian may be used as a temporary replacement for another custodian when the need arises. However, temporary replacement shall not exceed sixty (60) working days unless the custodian desires to remain in this temporary position for the duration of the need. The temporary replacement shall return to his original position after filling in during the need.

5.5 Part-time employees are responsible to be on the job for the number of working hours they are paid.

6. CALL-IN TIME

6.1 Any employee who is requested to work during periods other than his regularly scheduled shift shall be guaranteed not less than four (4) hours work. This does not include the checking of the boilers over weekends. This does not apply to any extension of the regular work day.

7. PAY SCALES

7.1 The pay scales for all employees covered by this Agreement shall be set forth in Appendix A attached.

7.2 During the term of this Agreement the pay scales will not be changed unless by mutual consent of both parties.

7.3 Every regular full time custodian and maintenance assistant shall secure the Black Seal Low Pressure Fireman's License within sixteen (16) months of his appointment. The Employee must apply for the state administered examination for said license within two months after initial employment date. The Employer shall provide at least two (2) eight (8) hour training sessions during each fiscal year. If the employee fails the first examination, he then must apply for reexamination as soon as the state agency schedule will permit. If the employee should fail on his second attempt, he then must apply for the second reexamination as soon as the state agency schedule will permit. Any regular full time custodian or maintenance assistant who fails to secure such a license shall be dismissed notwithstanding any other provision of this Agreement. The Employer will pay fees required for obtaining this license and all succeeding renewal fees.

8. OVERTIME

8.1 One and one half ($1\frac{1}{2}$) times the employees regular hourly rate of pay shall be paid for all work performed in excess of forty (40) hours in any one week.

8.2 In addition to the regular salary, time and one half ($1\frac{1}{2}$) shall be paid for all work performed on holidays as listed annually by the Employer.

8.3 Double time shall be paid for all work performed on Sundays.

8.4 If an employee does not perform his duties on the regular work day following his overtime tour (other than for sick leave) he then will forfeit his next "turn" for overtime, at the discretion of the assistant superintendent responsible.

9. LEAVES OF ABSENCE

9.1 Leaves of absence with pay shall be provided as follows:

- a. One day per month of employment for sick leave. Unused sick leave shall be accumulative from year to year.
- b. Personal leave policy shall cover brief absences not chargeable to sick leave. It provides during the first year of employment up to one (1) day for every four (4) months of employment (a total of three (3) days during any one school year) at full pay. After completing one year of employment it provides for up to three (3) days leave at full pay during any one school year (in either case, no unused days shall be accumulated) for any of the following reasons:
 - I. Illness in the immediate family. Immediate family shall be considered: father, mother, brother, sister, spouse, child, or any member of the immediate household.
 - II. Death of a relative or close friend.
 - III. Recognition of religious holidays.
 - IV. To attend wedding of: father, mother, brother, sister, child, nephew, niece, uncle or aunt.
 - V. Court Subpoena.
 - VI. Personal business which cannot be handled outside scheduled work hours.

VII. Any other emergency or urgent reason not included in (I through VI) above, if approved by the Superintendent of Schools.

- c. All requests for personal leave shall be submitted in writing on the proper form (in advance when possible) recommended by the immediate supervisor approved by the superintendent. Only in an emergency may a request be made verbally. However, a written request must be filed within one (1) week.
- d. Three (3) additional days with pay shall be granted for death in the immediate family which shall consist of spouse, children, brother, sister, father, mother, mother-in-law, father-in-law, or any member of the immediate household.
- e. If an employee is at work and finds it necessary to leave his assignment (with approval), for the reasons stated in paragraph 9.1b above, for a short period of time, his time will be deducted from his total personal leave time to the nearest hour.
- f. Sick leave of five (5) days duration or more shall require from employee's physician, certification that said employee is or will be physically qualified to return to work.
- g. A maximum of five (5) person days not chargeable to personal leave may be used for Union conventions or conferences provided the Employee is a delegate or officer of the local unit.

9.2 It shall be the responsibility of the employee to furnish to the Employer a certified statement indicating that he is a member of a local fire company or first aid squad if during the term of this Agreement employee may participate in such emergency activity during working hours.

An employee shall request permission from his immediate supervisor to attend any emergency which occurs during the working hours. On his return he shall present to the Employer a certified statement of his attendance at said emergency. Certified time away from his duties shall not be deducted from either sick or personal leave.

10. VACATIONS

10.1 Vacations with pay shall be granted to employees on the following basis:

Less than one year - 1 day per month of employment up to a maximum of ten (10) days.

First year through fifth year - 2 weeks (10 work days).

Sixth year through tenth year - 13 work days.

Eleventh year through twentieth year - 3 weeks (15 work days).

After twentieth year - 4 weeks (20 work days).

Examples of possible cases:

<u>Employment date</u>	<u>Years of employment to June 30, 1977</u>	<u>Days vacation due employee for last year of employment</u>
Feb. 28, 1977	1/3	4 days
Oct. 10, 1976	3/4	9 days
July 2, 1976	1	10 days
June 2, 1972	5	10 days
Feb. 10, 1972	5	10 days
Nov. 24, 1971	6	13 days
Apr. 2, 1967	10	13 days
Oct. 28, 1966	11	15 days

10.2 After six (6) years of service, one week may be accumulated (saved) to be used in the succeeding year.

10.3 Employees must take vacations. No employee may be employed to do work during his vacation period.

10.4 A permanent part-time employee must work a regular schedule for twelve (12) months to be eligible for paid vacation leave - this to be prorated.

10.5 Vacations may be taken any time during the fiscal year. However, all vacation requests must be submitted by May 1st. Seniority shall apply where the Employer must limit the number of employees on vacation during any period.

11. HOLIDAYS

11.1 A minimum of twelve (12) paid holidays shall be as listed annually by the Employer.

11.2 Holidays which fall within an employee's vacation period, shall be celebrated either immediately before or immediately following his vacation period as agreed between the employee and the superintendent.

11.3 A permanent part-time employee must work a regular schedule, ten (10) or twelve months, to be eligible for paid holidays, provided said holidays fall on a working day.

11.4 There shall be one (1) additional day off granted as directed by Central Administration.

12. HEALTH BENEFITS

12.1 The Employer shall provide health care insurance protection consisting of the New Jersey State Health Benefits Program.

For employees enrolled in the various available insurance plans, the Employer shall pay either the full premium for the single plan or in cases where appropriate, an amount equal to the full premium for the single plan plus:

- a. 100% of the difference between the rate for the single plan and the rate for other available plans during the life of this Agreement, effective July 1, 1977 and ending June 30, 1980.
- b. In addition, the Board shall offer a \$1.00 co-pay prescription drug plan with a company selected by the Board the first year of this Agreement and to continue through the third year of this Agreement.

In no case will a person be covered under more than one plan. For each employee who terminates his employment with the Board, the Employer shall make payment of insurance premiums to provide insurance coverage for one full month beyond termination date. New employees will be covered in accordance with existing regulations of the New Jersey State Health Benefits Program.

13. WORK UNIFORMS

13.1 Suitable foul weather gear will be supplied for custodians who work regularly on the outside force. This gear is to be shared by the members of this group. One raincoat and hood will be supplied to each building to be shared by custodians who work within that building.

13.2 Two (2) uniforms per year will be supplied to all full time employees and to permanent part-time (four hours or more employees). All employees who are active and of a permanent status on September 1 shall be eligible for uniforms for the forthcoming school year.

14. GENERAL PROVISIONS

14.1 Bulletin board space will be designated and made available by the Employer at each of the work locations for use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature.

14.2 Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree to immediately attempt to negotiate a legal substitute for the invalidated portion.

14.3 It is agreed that representatives of Employer and representatives of the Union will meet, from time to time upon request of either party, to discuss matters of general interest or concern, which are not necessarily a grievance as such.

14.4 Custodians and maintenance assistants shall be paid every two weeks.

14.5a Notice of the first vacancy for custodial position covered by this Agreement will be posted and any member of the staff may apply for said position by submitting a proper bid in writing. Seniority shall govern the appointment subject to the normal ninety (90) day working test period. Succeeding vacancies caused by a transfer resulting from this procedure shall be filled by the Board.

14.5b Notice of a maintenance assistant vacancy will be posted and any member of the staff may apply for said position. Qualified employees covered by this Agreement will be given preference. Seniority shall prevail when two or more applicants have equal qualifications. If no employee covered by this Agreement is deemed qualified, the Board of Education may seek applicants from other sources after conferring with a Union representative.

14.6 An application must be filed and written permission obtained if members of the Union wish to use any facilities for the purpose of holding a Union meeting.

14.7 The present practice of providing free lunches to employees will be discontinued.

15. GRIEVANCE PROCEDURE

15.1 Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

Step 1. The Union steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) days of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the steward within three (3) working days.

Step 2. If the grievance has not been settled, it shall be presented in writing by the Union steward (or Union grievance committee member) to the Supervisor of Custodial Services within three (3) working days after the Supervisor's response is due. The Supervisor of Custodial Services shall respond to the Union steward or grievance committee in writing within three (3) days.

Step 3. If the grievance has not been settled, it shall be presented in writing by the Union steward (or Union grievance committee member) to the Superintendent within three (3) working days after the supervisor's response is due. The Superintendent shall respond to the Union steward or grievance committee in writing within three (3) working days.

Step 4. If the grievance still remains unadjusted, it shall be presented by the Union steward, Union representative or grievance committee to the Board of Education in writing within three (3) days after the response of the Superintendent of Schools is due. The Board of Education shall respond in writing to the Union steward, representative or grievance committee within two (2) calendar weeks. The Board of Education agrees to have a committee of the Board of Education listen to the grievance if the Union steward, Union representative or Union grievance committee requests a personal meeting.

Step 5. If matter is still unresolved and if the Union wishes to proceed to arbitration, it shall so inform the Board within fifteen (15) calendar days after receipt of the Board's decision.

A request for arbitration shall be submitted, either individually or jointly, to PERC (Public Employment Relations Commission), and the arbitrator selected and the arbitration conducted shall be pursuant to the rules as set forth by PERC.

The arbitrator shall limit himself to the articles of this contract and his decision shall be advisory. The parties shall meet within ten (10) calendar days to review the arbitrator's decision.

The cost of arbitration shall be divided equally between the parties.

However, the following are not subject to arbitration:

- a. any matter for which a method of review is prescribed by law.
- b. any rule or regulation of the Commissioner of Education subject to the rules and regulations of the Public Employment Relations Commission.
- c. any matter which according to law is beyond the scope of Board authority or limited to unilateral action of the Board alone.
- d. a complaint of an employee which arises by his reason of not being reemployed.

16. TERMINATION

16.1 This Agreement shall be effective as of the 1st day of July, 1977 and shall remain in full force and effect until the 30th day of June, 1980. This Agreement shall remain in full force and be effective during the period of negotiations. Negotiations are to start in accordance with the provisions of Chapter 123, Public Laws of 1974 of the State of New Jersey.

16.2 This is an Agreement for a period of one (1) year, July 1, 1979 through June 30, 1980.

16.3 This Agreement supersedes all other Agreements. All articles of this Agreement shall remain in effect as stated, effective July 1, 1979 and ending June 30, 1980.

IN WITNESS WHEREOF, the parties have hereto set their hands this

21st day of May, 1979.

FOR THE UNION

Richard Steepy
Richard Steepy, President
Local 2289

Carmella Lunetta
Carmella Lunetta, Secretary
Local 2289

FOR THE EMPLOYER

David William Gwynn
David William Gwynn, President
Board of Education
Ewing Township, New Jersey

J. Bruce Morgan
J. Bruce Morgan, Business Administrator/
Board Secretary
Board of Education
Ewing Township, New Jersey

APPENDIX A

11.

SALARY GUIDE

July 1, 1979 - June 30, 1980

<u>Pay Level</u>	<u>ANNUAL SALARY</u>		<u>HOURLY RATE</u>	<u>ANNUAL SALARY</u>
	<u>Full Time</u> <u>Custodians</u>	<u>Full Time</u> <u>Cleaners</u>	<u>Part-time</u> <u>Employees</u>	<u>Maintenance</u> <u>Assistant</u>
1	* 9425	7780	3.43	10500
2	9625	7980	3.53	10800
3	9825	8180	3.63	11200
4	10025	8380	3.73	11700
5	10475	8580	3.83	

* For July 1, 1979 to June 30, 1980, the starting annual salary for a new employee will be \$8925. On the date Black Seal Low Pressure Fireman's License is received, employee's annual salary will be increased to \$9425 (prorated). A new employee already possessing a Black Seal Low Pressure Fireman's License will receive an annual salary of 9425 (prorated) from initial date of employment.

A.1 A sick day will be counted as a working day for the purpose of overtime. Personal leave time will not be counted for the purpose of overtime.

A.2 A new employee shall be appointed for a three (3) month probationary period, the employee may be:

- (a) appointed for the balance of the school year as a full time employee and continue to receive payment according to the annual salary guide.
- (b) appointed as a permanent part-time employee for the balance of the school year and continue to receive payment according to the part-time hourly salary schedule. If and when a part-time cleaner performs the duty of a full time cleaner he then will receive a salary which would be equal to the amount he would receive if he were a full time cleaner. Maximum amount not to exceed the fourth (4) pay level.

A.3 A new employee must be employed prior to January 1 in order to qualify for the next higher pay level on the salary guide for the following year.