

AGREEMENT BY AND BETWEEN
THE BOARD OF EDUCATION OF THE
ESSEX COUNTY VOCATIONAL SCHOOLS
AND THE
SCHOOL EMPLOYEES ASSOCIATION

Representing Custodians, Maintenance Workers,
Security Officers and Drivers

July 1, 2008 to June 30, 2010

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PREAMBLE

This agreement effective the first day of July, 2008, by and between the Essex County Vocational and Technical Board of Education (hereinafter the Board) and the School Employees Association of Votech/NJEA-NEA (the Union), is as follows:

WITNESSETH

WHEREAS, the Board and the Union recognize and declare that providing and environment of fair dealing and mutual respect in the employee/employer relationship is the aim of both parties.

WHEREAS, the mission of the district and its employees is to provide a quality education for the children as students attending the schools, the parties have reached the following understandings and agreements as outlined herein.

ARTICLE 1 **RECOGNITION**

The Board recognizes the School Employees Association of Essex Vo Tech / NJEA-NEA as the sole and exclusive representative of the custodians, maintenance persons, security officers, truck/bus drivers and all related employees of the Board. Excluded from the unit are managerial executives, professional employees, clerical and other employees of the Board. Rights granted to the Association under this agreement are granted exclusively to the Association provided they remain as the majority representative.

Reference to male gender shall include female gender.

ARTICLE 2 **AGENCY FEE**

A. Purposes of Fee.

If an employee included in the Recognition Clause does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31), which is covered in whole or in part by this Association, said employee will be to offset the employees' per capita cost of services rendered by the Association as majority representative. The Association agrees to have in place a demand and return system.

B. Amount of Fee.

1. Notification:

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

2. Legal Maximum:

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees, and assessments charged by Association to its own members, and the representation fee shall be eighty-five percent (85%) of the amount, as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed; said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. Deduction and Transmission of Fee.

1. Notification:

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with paragraph two (2) below, the full amount of the representative fee and promptly will transmit the amount so deducted to the Association.

2. Termination of Employment:

If an employee who is required to pay a representation fee terminates his employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

3. Payroll Deduction Schedule:

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those under the deduction and transmission of regular membership dues to the Association.

4. Changes:

The Association will notify the Board in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said list.

5. New Employees:

On or about the last day of the month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment.

D Indemnification and Save Harmless Provision.

1. Liability:

The Association agrees to agrees to indemnify and hold the Board harmless against any liability in damages or legal fees which may arise by reason of any action taken by the Board in complying with the provisions of the this Article, provided that:

- A. The Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and in the Association so requests in writing, the Beard will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

3. Exception:

It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

ARTICLE 3

PAYROLL DEDUCTION OF ASSOCIATION DUES

- A. The Board agrees to deduct from the salaries of its employees dues for the Association, the New Jersey Education Association, the National Association and the Essex County Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9 (e) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the New Jersey Education Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.
- B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association, which shall change the rate of its membership due, shall give the Board written notice sixty (60) days prior to the effective date of such change.
- C. The Board agrees to deduct from employees' salaries money for local, state and /or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association of associations. Deductions will be discontinued only if notice of withdrawal is filed as of July 1 and January 1. succeeding the date on which notice of withdrawal is filed. Notice of withdrawal must be filed at least sixty (60) days prior to July 1 and January 1.

ARTICLE 4

MANAGEMENT RIGHTS

Except as otherwise provided herein, the management and direction of the working forces and the agency are vested exclusively with the Board. The Board retains all of its rights, which were inexistence prior to this Agreement subject to this Agreement and applicable law.

ARTICLE 5
INSURANCE

- A. The Board shall continue to provide the health and life insurance programs presently in effect at no cost to the individual employee and dependents for the life of this agreement.
- B. The Board shall continue to provide death benefit insurance policy coverage in the sum of \$4,000 for each regularly employed individual in the bargaining unit.
- C. The Board shall pay the premiums for prescriptions plan insurance for each member for each member of this unit. The co-pay amount shall be \$6.00 for generic, \$11.00 for brand-name and \$0 mail-in.
- D. Prior to executing any change in insurance carrier(s) the Board will provide all relevant data concerning the new program. Benefit levels and other benefits shall remain equal to or better than existing plans if and when the Board changes carriers unless specifically changed in negotiations.
- E. Dental- Employees in this unit shall be included in the district's dental program covering other unit employees. The dental cap shall be the premium in effect on June 30, 2007.
- F. Health Opt Out Language
 - a. Beginning with the 08-09 school year, an employee who has health benefit coverage through a spouse or from another source and who can demonstrate same to the Business Administrator, may elect to forego all or a portion of his/her health benefit coverage for a full school year and receive a cash payment of \$3500.00, not to exceed 50 % of the health benefit, on June 30th of the school year. Said payment will not be considered salary, nor will it be considered pensionable. The Board shall establish an IRS Section 125 plan. The individual unit member shall be responsible for any tax liability. The employee shall complete the forms by which an employee shall waive coverage and apply for payment.
 - b. An employee who has waived all or a portion of his/her health benefit coverage will be allowed to restore such coverage on an immediate basis, without the necessity of a health questionnaire for the employee or his/her family members, in the event of a hardship or change of life event.
 - c. Re-entry into all health benefit coverage for reason of hardship or change of life applies only in the following situations which result in the loss of health benefits coverage through the employee's spouse or other source:
 - Termination of employment (proof of termination of benefits required)
 - Legal Separation (a copy of decree is required)
 - Group contact/policy terminated (proof of termination of benefits required)
 - Disability of spouse which eliminates benefits (proof of termination of benefits required)
 - Divorce (a copy of the decree is required)
 - Death of Spouse (a copy of death certificate is required)
 - Military Discharge (a copy of DD214 is required)
 - d. Any employee who has waived all his/her health benefit coverage may automatically restore his/her coverage by applying during the open enrollment period during any school year. It will

not be necessary for any employee or his/her family members to complete a Statement of Health (proof of insurability) to restore coverage during the open enrollment period.

ARTICLE 6
SEPARABILITY CLAUSE

A. **Separability and Savings**

If any provision or article or clause of this agreement or any application of this agreement is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

B. **Fully Bargained Provision**

This agreement represents and incorporates the complete and final understanding and settlement by the parties of all terms and condition outlined in this agreement. During the term of this agreement neither party will be required to negotiate with respect to any issue covered by this agreement/or previously proposed by either party. This agreement shall incorporate all rights employees are entitled to under law and / or Board policy.

ARTICLE 7
VACANCIES AND PROMOTIONS

A. The Board agrees to publicize all vacancies and promotions occurring within the bargaining unit. All such openings shall be posted with a copy of said posting sent to the Head Supervisor, Association President, Association Vice President, of each school's building representative.

B. The procedure for filling vacancies and promotions shall be as follows:

1. A notice shall be posted in each school and sent to each Head Supervisor at least five (5) school days before the final date applications must be submitted. Said notice shall contain a job description, salary, experience, educational requirement, shift and building.
2. Members who apply for such vacancies and promotions shall submit their applications to the Business Administrator in writing within the time limit specified in the notice and shall receive written acknowledgment.
3. Members who desire to apply for positions, which may be filled during their vacation period, shall submit their names to the School Business Administrator together with the position(s) for which they desire to apply and an address they can be reached during vacation.
4. The following factors may be among the criteria applied in vacancy and promotional decisions.
 - a. The required license for the position, if necessary.
 - b. The nature of the duties of the position.
 - c. The employee's experience as it relates to the position,
 - d. The employee's years of service in the system.
 - e. No Custodian may be promoted to Head Supervisor unless he possesses a current Boiler Fireman's License, and as Head Supervisor, he must continue to hold a current license.
5. In circumstances where the qualifications and seniority of the candidates are comparable The Board retains its managerial right to determine which, if any, internal candidate shall be appointed to fill a vacancy or promotion.

6. If in the Board's opinion an employee promoted to a position is unable to carry out the responsibilities of the position, they shall be returned to their previous position within the unit with all salary and seniority rights. (Exception to the above rule shall be for disciplinary actions, wherein the employee may be terminated from the district for cause.)
7. Any employee who completes a probationary period and is subsequently promoted/transferred to another position shall be required to serve a period of 3 months (90 calendar days) probation in that position.

ARTICLE 8
VACATION/HOLIDAY(S)

A.

1. Annual vacation leaves with pay for twelve (12) month employees shall be earned at the following rate:
 - a. Two (2) weeks after one (1) year
 - b. Three (3) weeks after five (5) years
 - c. Four (4) weeks after ten (10) years
 - d. Five weeks after twenty (20) years
2. Anyone employed for a period of less than one year prior to July 1st of any year, shall receive one day vacation for each month employed to a maximum of ten (10) days. The employee must be hired and report to work prior to the 15th of the month in order for credit that month.
3. if an employee terminates or is laid off, from their position with the district, they shall be afforded prorated vacation time.

B. Holiday schedule shall be developed by the Board in consultation with the Association. There shall be a minimum of sixteen (16) holidays for unit employees: should the district holiday schedule for twelve (12) month employees exceed sixteen (16) the employees of this unit shall be granted those holidays those holidays for that year.

ARTICLE 9
WORK WEEK – HOURS

A.

1. Employees shall work a forty hour (40) work week. Employees shall be given written notice of their shift and location.
2. Employees shall have a thirty (30) minute minimum lunch period daily inclusive in the work day.
3. An a.m. and p.m. break period of ten (10) minutes shall be granted each employee.
4. Summer recess hours (July 1 through August 31), shall be 7:30a.m. to 3:30p.m. As needed, one custodian per building shall work 8:00 a.m. to 4:00 p.m. The assignment shall be filled by volunteers. If no volunteers are found, the Business Administrator shall assign the shift as equitably as possible. The Board retains the right to establish shifts other than the 8:00 – 4:00 or 7:30 shifts set forth above during the summer.

5. The Board shall have the right to transfer employees between classifications, duties, buildings or shifts in case of emergency. Prior to transferring these employees, the supervisor shall discuss the change with the employee. If the transfer is for less than twenty-four (24) hours, no advance notice is required. Changes to last in excess of one twenty-four (24) hours, no advance notice are required. Changes to last in excess of one shift shall be noticed in writing and the employees shall have the opportunity to discuss the transfer with the Director of Operations and Maintenance. Employees shall be assigned to a primary assignment and shift at the beginning of the school year. Prior to transferring and employee involuntarily, the District shall seek volunteer for the position first.

6. Custodial and Maintenance shift hours will remain as consistent as possible. However, the Board may change shifts on a short term basis to perform projects of a planned duration which are better completed during those hours students are not present or to meet the operational needs of the District. The Board shall provide seventy-two (72) hours notice in advance of any such change in shift hours. The Board shall not use the change in shift hours to avoid the payment of overtime.

- B. Prior to their adoption by the Board, job descriptions shall be discussed with the Association. Once adopted, the job description shall be made part of this agreement and a copy shall be given to each employee affected.
- C. All employees shall be free to leave their job site during their duty free lunch period, provided adequate coverage is available and with the permission of the building principal, whose decision is final. Employees must "punch out" if they leave their job site for lunch.
- D. Maintenance hours shall be 8:00 a.m. to 4:00 p.m. daily.
- E. When a Driver's assignment requires he/she to work beyond his/her assigned workday the additional time shall be accumulated and paid at the appropriate overtime rate.

ARTICLE 10
UNIFORMS AND MAINTENANCE ALLOWANCE

- A.
 - 1. Custodian, Maintenance and Drivers shall be provided work uniforms as per present practice of four (4) uniforms per year. Maintenance employees shall receive four (4) blue tee shirts with chest pocket. Appropriate uniform patches and badges shall also be supplied by the Board.
 - 2. Security officer uniforms shall include: one (1) pair of shoes, on (1) belt four (4) pants and four (4) shirts. Effective July 1st 2005 one (1) sweater shall add. Effective July 1st, 2005 one (1) jacket shall be added. Every three (3) years there after, the jacket and sweater only shall be replaced.
- C. All employees must wear the uniform provided every day school is in session and shall maintain them in clean and good repair.
- D. To defray the costs of the obligation to maintain the uniforms, all custodial and maintenance employees shall be paid an allowance by October 15th of each contract year. The allowance shall be four hundred fifty (\$450) dollars per year for the life of this Agreement.
- E. Four (4) sets of Boiler Cleaning coveralls shall be provided at each building for such work.
- F. Custodian, Maintenance workers and drivers shall be eligible for reimbursement of up to \$110.00 for one pair of work shoes per school year upon presentation of a paid receipt to the Business Administrator. Said employee shall be reimbursed in the next billing cycle after the presentation of a valid paid receipt to the Business Administrator. Custodians, Maintenance workers and Drivers shall wear acceptable work shoes at all times.

ARTICLE 11
COMPENSATION

- A. Salaries shall be paid according to the schedule herein.
- B. Night shift different of 10% shall be paid to those employees whose starting time is 2:00p.m. or later. Shift differential shall be paid during temporary periods of transfer to day work between the dates September 1st and June 30th.
- C. Call out time shall be given to any employee recalled to work outside of their normal shift (not overtime added to normal shift, but recall to work site). Employees shall be paid a minimum of two hours at the overtime rate as compensation. Time worked in excess of two hours shall be paid at the overtime rate for all hours worked.
- D. All hours worked in excess of eight hours per day shall be paid at the rate of time and one half. The Board will not change individual employees' shift hours to avoid paying overtime. However, volunteers will be sought for regular assignments, which require an earlier start, or later finish time than the regular shift. The shifts of the volunteers will be adjusted on the days these assignments are performed. If no volunteers are available, the Board and/ or its designee-reserves the right to assign any qualified employee to these assignments.
- E. All hours in excess to forty (40) per week shall be paid at the overtime rate. All days as paid under the Article of this agreement will be counted as if worked for purposes of calculating overtime in excess of forty (40) hours.
- F
 - 1. Distribution of overtime shall be scheduled starting with the most senior employee on an equity basis so as to provide job description and provided the employee is qualified to do the scheduled work. Final determination of assignment and qualification is the sole province of the Board and /or its designee.
 - 2. The Board agrees to post snow removal team positions on an annual basis. Such posting shall include the criteria for the position. All employee applicants shall be granted and interview. The Association recognizes, however, that snow removal is a special assignment, which requires particularized skills. Accordingly, snow removal is not an overtime assignment distributed consistently with Section F Paragraph 1 above. Final determination of the assignment and criteria for and qualifications necessary to do this work is the sole decision of the Board of Education or its designee.
- G Staff shall be reimbursed the current IRS mileage rate for all business use of personal vehicles. Reimbursement shall be conditioned upon proof of approval by superintendent or designee for vehicle use.
- H. Terminal Leave pay shall be provided to each member with fifteen (15) or more years of service in the system at the date of his/her retirement (or vested retirement after fifteen (15) years). A terminal leave allowance of one (1) day's salary for each four (4) days of accumulated, unused sick leave, not to exceed a total of seventy (70) days salary. In the event of the death of an employee otherwise qualified to receive this benefit, terminal leave will be paid to the employee's estate.
- I. Longevity shall be as outlined below. The longevity will increase yearly by the same rates as the settlement percentages.

	2007-08	2008-09	2009-10
15 years	\$ 930.00	\$ 968	\$1007
20 years	\$1,725.00	\$1795	\$1867
25 years	\$2,480.00	\$2580	\$2683
30 or more years	\$3,235.00	\$3366	\$3500

- J.
1. Employees transferred temporarily to a position with a higher salary shall be paid prorated compensation for work in the position.
 2. Custodians serving in a position on a temporarily basis shall receive the higher pay of the position after service of one week. Supervisors shall receive the compensation after thirty (30) days.
- K. Assigned day firemen stipend shall increase yearly by the same rate as the settlement percentages as follows:
- | | | |
|---------|---------|---------|
| 2007-08 | 2008-09 | 2009-10 |
| \$630 | \$655 | \$682 |
- L. The Board shall pay the cost of any additional licenses required by any employees when furnished with the appropriate documentation.
- M. An employee transferred to another title and/or shift shall the compensation associated with that title of shift.
- N. The Board shall offer direct deposit of pay checks to a financial institution of the employee's own choosing, consistent with its ability to develop such a program at a minimum cost to the Board. The employees may only select one account into which the deposit may be made.

ARTICLE 12
REDUCTION IN FORCE

- A. In the event of a reduction in force, the staff shall be reduced in reverse order of seniority for those individuals who have completed two years of service in the district. Seniority is determined by length of service to the district first and time in title second. Employees may exercise "bumping rights" over staff in other unit categories provided they have served in those capacities.
- B. Any employee on lay off status shall be offered re-employment should a position become available for which they had formerly served in or would have had bumping rights to such position, providing the vacancy occurs within thirty (30) months from the date of lay off.

ARTICLE 13
SICK LEAVE

- A. Sick leave is hereby defined to mean the absence from his or her post of duty, of any member because of personal disability due to illness or injury, or because he or she has been excluded from school by the school's medical authorities on account of a contagious disease or of being quarantined for such diseases in his or her immediate household.
- B. In case of personal illness for full-time employees, an allowance of full pay will be made for fourteen (14) school days: for ten (10) month employees twelve (12) schools days in any school year. If any such person requires in a school year less than this specified number of days of sick leave with additional sick leave with full pay as needed in subsequent years. Up to five (5) days per year of accumulated days may be used for incidents of family illness.
- C. A doctor's certificate stating illness, the inability of the employee to report for work, and the period of such disability will be required in case of absence on account of personal illness for more than three (3) consecutive days. Employees that abuse their sick leave by, for example, pattern absenteeism or excessive absenteeism, shall be subject to disciplinary action.

- D. N.J.S.A. 18A:30-6 prohibits the automatic granting of sick leave days beyond those permitted to accumulate. When sick day absences exceed the annual sick leave and the accumulated sick leave credited to individual employees, requests for additional time will be reviewed by the Board on a case by case basis and in accordance with the provisions of N.J.S.A 18A:30-6.
- E. Members shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

ARTICLE 14
EXTENDED LEAVES OF ABSENCE

A.

1. Natural Birth:

A member shall notify the Business Administrator of pregnancy as soon as it is medically confirmed. Said member shall be permitted to work provided that statement from the physician certifying that the member is capable of carrying on regular duties. The member also must submit the date of planned anticipated return to assignment.

Accumulated sick time maybe used during the disability period when such medical disability is supported by a doctor's note.

3. Adoption:

Any member adopting an infant child shall receive similar leave, which shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill requirements for the adoption.

B. Military Leave.

Shall follow state statue.

C. Hold Public Office:

The Board shall grant a leave of absence without pay or benefits to any member to serve in the first term of public office other than those covered in Title 18A or in Existing contracts.

D. Jury Duty:

Employees shall be excused from work on days served on jury without loss of pay subject to documentation. There shall be n set off of salary.

E. Special:

Other leaves of absence without pay may be granted by the Board for good reason.

F. Benefits:

All benefits to which a member was entitled at the time the leave of absence commenced, including unused acclimated sick leave, shall be restored upon return, and shall be assigned to the same position held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

G. All extensions or renewals of leave shall be applied for and answered in writing. The request for such an extension or renewal shall be made to the Business Administrator at least ninety (90) days prior to the expiration of the leave.

H. All rights and benefits granted under this contract are in addition to such rights as are granted under the Federal Family and Medical Leave and N.J. Family Leave Acts.

ARTICLE 15
DAYS OFF AND TEMPORARY LEAVES

- A. Persons employed for full-time regular service shall be subject to the following rules after three (3) months of continuous service.
1. Members shall not be absent from work without first obtaining permission from the Business Administrator unless the absence is caused by personal illness which is covered by sick leave.
 2. They shall forfeit their pay for absence from any cause except personal illness, death in the immediate family, detention on account of quarantine, enforced attendance at court, or by reason of court subpoena except where the absentee is a party to the suit, in which case one day with pay shall be allowed.
 3. Employees shall be excused for any 3 days without reason. These personal days are not allowable on a day immediately preceding or following a school holiday. If, at the end of the school year any of the above "Personal Days" remain unused, they shall be accumulated as sick days. In the event that there are 4 religious holidays in a school year, the 4th may be taken as a personal day which will be deducted from the teacher's sick day allowance. If at the end of the school year, the above aforementioned days are unused they shall carry over as accumulated sick days.

B. Bereavement Leave:

In case of the death of a wife, husband, father, mother, or child in the family, no deduction of salary will be made for absence up to five (5) working days within a week following the death.

In case of the death of a sister, brother, son-in-law, daughter-in-law, no deduction of salary will be made for absence up to four (4) working days within a week following the death

In the case of a death of a grandparent, mother-in-law, father-in-law, sister-in-law, brother-in-law, or grandchild, no deduction of salary will be made for absence up to three (3) working days within a week following the death. In addition, for any deceased person who made his/her home on a permanent basis with the employee, no deduction of salary will be made for absence up to three (3) working days within a week following the death. Documentation in the form of a death certificate or affidavit of domicile will be required to establish residence.

In the case of the death of nephew, niece, aunt, uncle, no deduction in salary will be made for absence on day of funeral. Documentation for all bereavement days may be required at the discretion of the Superintendent.

Immediate family is defined as mother, father, husband, wife, child or sibling. Additional bereavement days may be granted at the discretion of the Superintendent, but decisions on such shall not be grievable and therefore not subject to arbitration.

- C. In computing the salary of all employees engaged for the ten month school year, 1/200th of the pay for a year will constitute a day's pay. In computing the salary of all employees engaged for twelve month contracts, 1/240 of the pay for a year will constitute a day's pay. A deduction will be made only for absence on school days. No deductions will be made for holidays that may intervene, but absence on days in which there is only one session of school will be counted as a full day's absence.

ARTICLE 16
ASSOCIATION RIGHTS

- A. Whenever any representative of the Union or any member is mutually scheduled to participate during working hours in negotiations or grievance proceedings, he/she shall suffer no loss in pay.
- B. The Association shall be afforded the right to hold meetings on school premises at reasonable time provided such meeting does not interfere with the normal operation of the school. The Business and Building Administrators shall be consulted prior to the meeting. Association representatives may meet with individual members provided there is no interference with normal operations.
- C. The Association shall have access to a bulletin board in each building for relevant notices to the membership.
- D. The Association President shall receive a copy of all disciplinary notices sent to individual members.
- E. The Association shall have, upon approval, without charge, use of school equipment and facilities. Use of consumable supplies shall be reimbursed to the Board.
- F. The Association shall be given relevant data, upon request to grievances, negotiations information and other data relevant to its responsibilities in the administration of the contract.
- G. A committee of security guards representing each building shall meet during the work day with the Business Administrator up to three times per year at his discretion to discuss security issues. There shall be no loss of pay for these meetings.
- H. Upon request, and with the prior approval of the Business Administrator, the Association President shall be granted release time, as needed, to investigate grievances and to meet with Board representatives to resolve employee disputes. The Association President shall suffer no loss of pay as a result of such approved release time.

ARTICLE 17
EMPLOYMENT PROCEDURES

- A. Employees shall be hired subject to a three (3) month (90 calendar days) probationary period.
- B.
 - 1. Upon completion of the probationary period no employee shall be dismissed, disciplined, reduce in compensation, non-renewed or terminated without just cause for said action (Except for RIF of layoff).
 - 2. No member of the bargaining unit shall receive or acquire tenure. Any members who may have accrued tenure rights prior to this agreement, collectively and individually agree to waive said tenure and all rights inherent in its accrual. All members are "fixed term" employees as set forth and with the rights contained in Article 17, Employment Procedures.
- C. All personnel, except probationary employees, shall be subject to a thirty (30) day notice (except for cause) in cases of voluntary resignation, retirement and/or non-renewal and/or lay off. Employees terminated at the end of their probationary period shall be entitled to five (5) work day's notice of termination.
- D. The Board shall have the right to transfer employees between classification and duties. Prior to transferring an employee in duties shift assigned building, the supervisor will discuss the change

with the employee and the employee shall be given written notice of the change. Any employee who requests shall be afforded an opportunity to discuss the transfer with the Director of Operations.

- E. Employees transferred/promoted or otherwise changed in job title, shall be given full credit for prior employment with the Board and placed on the step appropriately reflecting total years of service.
- F.
 - 1. Custodians shall be required to secure a fireman's license within twenty-four(24) months of appointment or will be terminated. The Board of Union may request a waiver of the 24month license rule under special circumstances. The Board decision shall be final and binding and not subject to arbitration.
 - 2. Any member of the unit shall be permitted to attend classes of the Essex County Vo Tech School for the "Black Seal" license. Release time without loss of pay shall be given provided time has been arranged with prior permission of the supervisor.
- G. Advanced placement on guide for new hires up to step five (5) for actual related experience may be granted by the Board at the time of hire. Up to step seven (7) may be granted for maintenance/ utility employees.
- H. Schedules within the school will be made up by the Principal and Head Custodian with the approval of the Business Administrator. The schedule shall ten be filed with the Business Administrator.
- I. The Board shall provide at least one in-service improvement program per school year for all unit members. Workshop shall be planned after consultation between the Association and Business Administrator. Participation in workshops shall not be subject to overtime pay.

ARTICLE 18 **GRIEVANCE PROCEDURE**

A. DEFINITIONS

- 1. The term "grievance" means a complaint by any employee, group of employees, or the Association, that there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting the terms and conditions of employment of said employee or group of employees.
- 2. The term "grievance" and the procedure relative thereto shall not be deemed applicable in the case of the failure or refusal of the Board to renew the contract of a non-tenure employee.
- 3. The term "employee" shall mean any regularly employed individual covered in Article I "Recognition."
- 4. The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by the Board to act on its or their behalf and to represent it or them.
- 5. The term "immediate" supervisor shall mean the person to whom the aggrieved employee is directly responsible.

B. PROCEDURE

Step1: The grievant and/or the head building education association representative shall discuss the matter informally with the appropriate immediate supervisor in an effort to resolve the grievance informally.

Step2: If the grievance is not resolved within two (2) working days of the date of this discussion at Step 1, then, no later than ten (10) working days from the date of the discussion at Step I, the

matter shall be reduced to writing on an approved grievance form and submitted to the Superintendent by the Grievance Chairperson or Association President. The Superintendent or designee shall respond no later than five (5) working days after receipt of the written grievance. Any written grievance must, at a minimum, contain the following information:

1. The name of the grievant(s);
2. The specific contract section, provision, or Board policy or Administrative decision alleged to have been violated;
3. The nature and extent of the injury or loss;
4. The result of any previous discussions;
5. The reason for dissatisfaction with the previous decisions; and
6. The precise remedy sought.

Step3: If the response does not resolve the grievance, the Association may, within ten (10) working days, appeal the grievance to the Board of Education. Grievances will be delivered to the Board Secretary who will sign off on an approved form to acknowledge receipt. At the next regularly scheduled Board meeting, the Board may either discuss the grievance or invite the Association's Grievance Chairperson to discuss the matter. In either instance, the Board shall notify the Association of its decision on a grievance within ten (10) days of the discussion or hearing.

Step4: In the event an employee or the Association is dissatisfied with the determination of the Board, he shall have the right to request binding arbitration pursuant to the rules and regulations of the Public Employment Relations Commission. Said request for binding arbitration must be made within thirty calendar days from the determination of the Board. The authority of the arbitrator shall be limited solely to the interpretation of the Agreement and he shall have no authority to add to, subtract from, or modify any of said provisions.

1. No response at any step within the time allotted shall be deemed to be a denial of the grievance at that step.
2. Association sponsored grievances may be filed at Step 2 within its discretion.
3. Written dispositions of all grievances at Step 2 shall be forwarded to the Association.
4. In the event of arbitration, the costs of the arbitrator's services shall be shared equally by the parties, except that late cancellation fees shall be the sole responsibility of the party requesting the postponement.
5. Time limits shall be strictly adhered to and a grievance not raised or processed within the time allotted shall be deemed to be abandoned.
6. All documents, communications for records dealing with a grievance, except disciplinary matters, shall not be filed in any employee's personnel file.
7. All meetings and hearings pursuant to this procedure shall not be conducted in public and shall only be attended by the parties in interest and authorized representatives.
8. A grievance must be raised at Step 1 no later than thirty (30) working days following

its occurrence, or within 30 working days after the agreed party knew or should have known of the events or conditions on which it is based.

9. It is understood that only grievances affecting mandatory negotiable terms and conditions of employment as defined according to the New Jersey Public Employer-Employee Relations Commission (PERC) may be submitted to binding arbitration.

C. MISCELLANEOUS

1. An employee processing a grievance shall be assured freedom from restraint, interference, coercion discrimination or reprisal.
2. In the presentation of a grievance, the employee shall have the right to present his own case or to designate the head building education association representative to appear with him at any step. A minority organization shall not have the right to present or process a grievance.
3. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
4. It is understood and agreed that both the Board and the Association have the right to utilize all provisions of this Article and that grievances may be processed either by the employee who has been aggrieved or by the Board or the Association.
5. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems that may from time to time arise affecting the working conditions of teachers. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the grievance procedure.
6. Nothing herein contained shall be construed as limiting the right of any employees having a grievance to discuss the matter informally with the appropriate members of the administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement and that the Association has been given notice of such adjustment.

ARTICLE 19 **MEMBERS RIGHTS**

- A. Pursuant of Chapter 123 Public Laws of 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Union and its affiliates for the purposes of engaging in collective negotiations and processing grievances.
- B. No member shall be prevented from wearing lapel pins or other similar identification of membership in the Union or its affiliates.
- C. The personal life of a member is not an appropriate concern or attention of the Board except as it may directly prevent the member from performing properly assigned functions during the workday.
- D. Members shall be entitled to full rights of citizenship and no religious or political activities of any members, or the lack thereof, shall be grounds for any discipline or discrimination with respect to the professional employment of such members, providing such activities do not violate any local, state or federal law, or interfere with the educational process.

- E. Whenever any employee is required to appear before a supervisor, administrator or the Board of Education or any committee thereof, concerning matters which could be disciplinary in nature, then he/she shall be given prior notice of the meeting and the reasons therefore, and shall be entitled, upon request, to have a representative of the Association present during such meeting.
- F. Personnel files that are relevant to the employee's employment history shall be maintained at the Board offices. Employees shall have the right to review these personnel files at reasonable times and intervals. The Board shall not establish any separate official personnel files, which are not available for the employee's inspection. Should any other administrative files be maintained, no document shall be transferred to the official personnel file unless and until the employee has had an opportunity to review it.
- G. The Board and the Association agree that there shall be no discrimination against any employee because of sex, age nationally, race religion, martial status, handicap, political affiliation or union membership, or lack thereof.
- H. The Board and the Association agree that all employees covered under this Agreement have the right without fear of penalty of reprisal to form. Join and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Board or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

ARTICLE 20
MISCELLANEOUS

- A. Printing of the Agreement shall be the responsibility of the Board upon ratification by the parties, with copies distributed to each unit member. The Association shall be given twenty-five (25) copies for its use.
- B. Representatives of the Association shall meet with the Business Administrator to review and discuss problem and practices of interest to the parties of this Agreement.
- C. A joint HEALTH & SAFETY COMMITTEE shall be formed consisted with the NJ Guide to Effective Joint Labor/Management Safety & Health Committees. The committee shall meet no fewer than four (4) times a year.

ARTICLE 21
NEGOTIATION PROCEDURE

- A. Negotiations leading to a successor agreement shall commence no later than April 1st immediately preceding the termination date of this agreement. The procedure of such negotiation shall be in accordance with the requirements of the Public Employment Relations Commission then prevailing or as agreed upon by the parties at that time.
- B. This agreement shall not be modified in whole or part except by an instrument in writing duly executed.
- C. Except as otherwise provided in this agreement, all terms and conditions of employment set forth in written Board Policy shall remain in effect for the life of this agreement.

A. Custodians:

1. Representatives of the Association shall meet with the Business Administrator or his designee at his discretion to review and discuss problems and practices of mutual interest to the parties to this agreement.
2. It is clearly understood that these representatives are not to be constructed in any way as a negotiating team and are without the power to modify this agreement.
3. For the purpose of developing continuing communications between the Board and The Association, the parties may establish their own rules and procedure for these meetings.
4. The Association Representatives are responsible for submitting a list of appropriate agenda items to the business administrator or his designee no later than five (5) days prior to a scheduled meeting date.
5. No matter shall be brought before this committee that has not been previously discussed with the Principal or Business Administrator concerned and Association Representative.
6. Meetings shall be scheduled at a time mutual convenience.
7. There shall be no loss of pay for these meetings.
8. These meetings are not intended to be a means by which the grievance procedure may be bypassed.

B. Security Officers

1. Security Officer Representatives shall be permitted to attend employee/administration liaison committee meetings provided that an incident report has been filed with the Business Administrator and that the issue involved has been approved as a topic of discussion.
2. The Board may schedule workshops for the purpose of in service training for security guards. When such workshops are held, employees shall attend, unless excused in advance by the Business Administrator.

SCHEDULE A SALARY

2008-09

2009-10

Maintenance

1	32350	34850
2	34350	36850
3	37400	38500
4	38150	39250
5	38750	39850
6	39700	40500
7	40500	41600
8	42300	43000
9	43600	44000
10	45100	46350
11	47700	48350
12	54680	55100

Security

1	32350	34850
2	34350	36850
3	36350	38500
4	37050	39250
5	37600	39850
6	38650	40500
7	39450	41600
8	41150	43000
9	42750	44000
10	43700	46350
11	46750	48350
12	53415	54110

Drivers

1	32350	34850
2	34350	36850
3	36250	38500
4	36950	39250
5	37550	39850
6	38550	40500
7	39550	41600
8	41150	43000
9	42750	44000
10	43700	46350
11	46750	48350
12	53415	54100

ARTICLE 23
TERM OF AGREEMENT

The Agreement shall take effect on July 1st, 2008 and end on June 30th 2010, covering the school years 2008-2009, and 2009-2010.

IN WITNESS WHEREOF the parties have hereto set forth their hands and seal on this date:

FOR THE UNION

FOR THE BOARD

President

President

Negotiations Chairperson