

AGREEMENT BETWEEN
THE RUMSON BOARD OF EDUCATION
AND
THE RUMSON EDUCATION ASSOCIATION (CUSTODIAL UNIT)
FOR FISCAL YEARS
COMMENCING JULY 1, 2015
AND
COMMENCING JULY 1, 2016
AND
COMMENCING JULY 1, 2017

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PREAMBLE

All aspects of this contract shall be in effect through the 2015-2018 school years, or until a successor agreement has been agreed upon resulting from collective negotiations between the Rumson Borough Board of Education (the Board) and the Rumson Borough Education Association (Custodial Unit)(the REA/Association) which shall begin no later than October 1, 2017.

ARTICLE I RECOGNITION

The Rumson Board of Education (the Board) hereby recognizes the Rumson Education Association (the REA) as the exclusive representative for collective negotiations concerning grievances and terms and conditions of employment for all custodial employees. Excluded are: Superintendent, Principals, Supervisors, Directors, Secretary to the Superintendent, Board Secretary/School Business Administrator, and Bus Drivers.

Unless otherwise indicated, the term "custodian" shall refer to custodians, custodian/maintenance personnel and custodian/grounds personnel.

Unless otherwise specified, the term "employee" shall encompass all unit members as specified in Article 1: Sections A and B.

ARTICLE II NEGOTIATION PRECEDURE

If any provision of the Agreement or any application of this Agreement is held contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE III
EMPLOYEES' RIGHTS**

- A. The Board and the Association agree that there shall be no discrimination in the implementation of enforcement of all policies and procedures governing the hiring, training, assignment, promotion, transfer or discipline of employees.
- B. No employee shall be discharged or reprimanded without just cause. Any action to discharge or reprimand an employee without just cause shall be subject to the grievance procedure herein set forth.
- C. Any rights granted to employees pursuant to this Agreement are in addition to and in accordance with New Jersey Laws and/or other applicable regulations.
- D. Whenever any employee is required to appear before the Superintendent, the Board of Education or any committee or members thereof concerning any matter which could adversely affect the continuation of that employee in the office, position or employment, or the salary or any increments pertaining thereto, then the employee shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him or her during such meeting or interview.
- E. An employee shall have the right to review the contents of his/her personnel file and to receive copies therein. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had an opportunity to review the material upon reasonable notice and at a time selected by the Business Administrator.
- F. The Association President(s) and one Association representative per building will be excluded from assigned duties in order to handle Association business.

**ARTICLE IV
GRIEVANCE PROCEDURE**

A. Definition:

A grievance is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administration decisions affecting terms and conditions of employment.

B. Terms:

1. Aggrieved Person

An "aggrieved person" is the employee, employees, or the Association making the claim.

2. Party in Interest

A "party in interest" is the employee or employees making the claim and any employee including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

C. Purpose

1. The purpose of this procedure is to secure, at the lowest possible level, solutions to problems which may arise affecting employees. Both parties agree that these proceedings will be kept confidential and include only the appropriate parties of interest.
2. Nothing herein shall be construed to limit the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration and to have the grievance adjusted without invocation of the grievance procedure provided that such adjustment is not inconsistent with the terms of this Agreement.

D. Procedure

1. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. The aggrieved person must initiate the grievance procedure within thirty (30) work days from the time when the grievant knew or should have known of its occurrence. Failure at any

step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at the step.

2. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by the representative(s) selected or approved by the Association. When a custodian 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.
3. Beyond Level One, all grievance submissions and subsequent dispositions shall be in writing, and all dispositions shall set forth the decision and the reasons thereto and shall be transmitted promptly to all parties in interest and to the Association.

LEVEL ONE

An employee with a grievance shall first discuss it with the custodial supervisor, either directly or, at the employee's discretion, through the Association with the objective of resolving the matter informally.

LEVEL TWO

If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within five (5) work days after presentation of the grievance, he/she may, within ten (10) work days, refer to the Business Administrator of the Board of Education, who shall communicate a decision in writing to the grievant within ten (10) work days of receiving the grievance.

LEVEL THREE

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) work days after presentation of the grievance to the Business Administrator, the aggrieved person may, within ten (10) work days, notify the Association that the grievance is still pending. The grievant may, within ten (10) work days, request that the Association move the grievance to the Superintendent of Schools who shall communicate a decision in writing to the grievant within ten (10) work days of receiving the grievance.

LEVEL FOUR

Informal discussion with the Board of Education Personnel Committee, grievant, Association representatives, Business Administrator and Superintendent will be scheduled. The party being grieved and grievant must be present. All parties will use this venue to try to resolve the grievance before moving to Level Five. The Board of Education will make the final recommendation.

LEVEL FIVE

If the aggrieved person is not satisfied with the disposition of the grievance at Level Four, or if no decision has been rendered within ten (10) work days after presentation of the grievance to the Superintendent, the aggrieved person may, within ten (10) work days, request that the Association move the grievance to the Board of Education. The Association may, within ten (10) work days, move the grievance to the Board through the Superintendent or the Business Administrator.

The Board, or a committee thereof, shall review the grievance. The Board shall render a decision in writing within twenty-one (21) work days of receipt of the grievance by the Board.

LEVEL SIX

Level Five shall be the final step of the Grievance Procedure unless binding Arbitration is required pursuant to the provisions of *N.J.S.A. 34:13A-29*, i.e., disputes concerning imposition of reprimands and discipline as those terms are defined by the New Jersey Employee Relations Act, *N.J.S.A. 34:13A-1* to *N.J.S.A. 34:34A-29*.

E. Protection of Grievant

The Board recognizes that any employee has a right to file a grievance. The Board and the Association state there shall be no act, conduct, or procedure undertaken by the Board or member of the Administrative staff which shall be in the nature of a reprisal against any employee who files a grievance, including, but not by way of limitation, any assignment of additional duties, any adverse comment in the evaluation of performance of the grievant, or any action which shall be undertaken solely as a means of reprisal against any employee filing a grievance.

**ARTICLE V
FRINGE BENEFITS**

- A. The Board will provide and pay for a comprehensive Health Benefits Plan as provided by Blue Cross/Blue Shield and Dental Plan as provided by Delta Dental or equivalent for each eligible employee and the cost of such insurance for dependents of each eligible employee. The deductible will be \$200.00 per individual and \$400.00 per family for each plan year.
- B. The Board shall provide a prescription plan covering eligible employees and dependents with a \$15.00 co-pay for brand name products and \$10.00 for generic products. There will be an annual cap on the prescription drug program of \$3,000.00 per individual or per family.

Effective July 1, 2011, the prescription co-pay shall be \$20.00 Brand name, \$10.00 Generic and \$0.00 Mail order.

- C. Effective July 1, 2010 all employees enrolled in the Traditional Indemnity Plan will be enrolled in the Preferred Provider Organization as administered by Horizon Blue Cross/Blue Shield.

Effective July 1, 2010 all employees shall make an annual contribution to the cost of health insurance which shall be the lesser of two (2%) percent of the annual premium of the selected level or plan or one and a half (1.5%) percent of salary.

The employee contribution provision expires on June 30, 2012.

- D. Waiver of Health Benefits:

- 1. Those employees who transfer from Indemnity to PPO shall receive a one-time payment equal to the difference in the annual premium of the current category in the Indemnity Plan and the category selected in the PPO Plan.
- 2. Employees may transfer back to Indemnity after a year in the PPO, but if they transfer back to the Indemnity Program, they will not be eligible for the payment set forth above in D.1, on a subsequent transfer to the PPO.
- 3. Employees may waive medical benefits in any year and receive a stipend paid at the end of the school year. The stipend shall be forty percent of the annual premium paid by the Board of Education for insurance plans listed below:

- a. Individual coverage
- b. Parent and Child
- c. Husband and Wife
- d. Family

4. Any employee who waives the benefits provided under Article V shall notify the Board no later than June 15th, preceding the contract in which the employee will receive a stipend in lieu of benefits. Waiver of benefits for the following year shall not be considered automatic. Every employee shall be considered covered unless and until such time as an employee shall affirmatively notify the Board that the employee is continuing to waive benefits in return for the stipend. Any employee who accepts the stipend in lieu of benefits will be waiving all benefits under Article V – Medical, Dental and Prescription.

- E. The Board shall establish a Section 125 Plan. A copy of the Plan will be kept on file in the Board Office.
- F. All new custodians hired on or after July 1, 2008 will be covered by the PPO.

ARTICLE VI PERSONAL DAYS

- A. Personal days are those days which may be used by employees for personal business that cannot be conducted at another time and which is necessary for the health and welfare of oneself or one's family. A maximum of five (5) days may be granted by the Superintendent in any year. These days are to be used for personal, legal business, household, family or religious matters which require absence during work hours.
- B. Requests for personal days shall be given in writing to the Superintendent at least three (3) days prior to the request date, stating the reason for such request, who shall either grant the request or return in writing the reason(s) for denial of said request. This three (3) day notice shall be waived in emergencies. The employee will use good judgment in determining what constitutes an emergency. Two (2) of the five (5) days each year will be granted without a stated reason. The personal days shall not precede or follow a school holiday or vacation period.

- C. Personal days are limited to five (5) per year.
- D. When a personal day is refused by the Superintendent, the staff member may request a short-term leave of absence. Such request shall state the reason for said request and shall be for three (3) days or less. A short-term leave of absence may be granted under extenuating circumstances when the staff member must be absent during work hours. If a short-term leave of absence is granted by the Superintendent, the staff member's salary will be deducted at the per diem rate of each day.
- E. New employees hired after the start of the school year will be allotted personal days on a pro-rated basis according to the following formula:

1/3 days per number of months between the date of employment and June 30th. New employees will be given credit for a full month if they work any part of the month.
- F. Unused personal days shall convert to sick days.

**ARTICLE VII
SICK DAYS**

- A. Each employee shall be granted up to fifteen (15) days paid sick leave yearly. Unused sick leave will be cumulative. Effective as of the date of ratification, two (2) of the fifteen (15) sick days may be used as family illness days.
- B. Upon retirement, employees who have completed twenty (20) years of service in the Rumson School District shall be eligible for payment for unused accumulated sick leave. The payment shall be based on a reimbursement rate of \$30.00 a day per accumulated days up to a total of two hundred (200) days for a maximum of \$6,000.
- C. New employees hired after the start of the school year will be allotted sick days on a pro-rated basis according to the following formula: 1 sick day per number of months between date of employment and June 30th. New employees will be given credit for a full month if they work any part of the month.

**ARTICLE VIII
HOLIDAYS**

The Board agrees to guarantee twelve (12) paid holidays to the employees covered by this Agreement with the understanding that if less than twelve (12) paid holidays are provided in the school calendar, the remaining day or days shall be reassigned with the mutual agreement between the Association and the Supervisor. The Board also agrees to declare any day designated as a holiday or any day extended to employees by the Federal Government or by the State of New Jersey as a holiday for the employees providing school is not in session. The following are the twelve (12) paid holidays:

New Year's Day	President's Day+
Good Friday	Memorial Day
July 4 th	Labor Day
Columbus Day*	Veteran's Day#
Thanksgiving Day	Christmas Eve Day (1/2 day)
Christmas Day	New Year's Eve Day (1/2 day)
Martin Luther King Day	Rosh Hashanah or Yom Kippur

*replaced by: Friday after Thanksgiving

+ replaced by: One day Winter Recess

replaced by: One day Christmas Recess

Effective July 1, 2008, there will be an annual custodian's holiday each year, to be determined by the Superintendent, on which all custodians will have the same day off.

**ARTICLE IX
HOLIDAYS WORKED**

Custodian working holidays when school is not in session will be compensated at double the employee's rate of pay.

Holidays:

New Year's Day	Memorial Day
Good Friday	Labor Day
July 4	Christmas Day
Thanksgiving Day	Rosh Hashanah or Yom Kippur
Martin Luther King Day	

**ARTICLE X
VACATIONS**

Vacations shall be staggered at the discretion of the administration, and will be granted in accordance with longevity as follows:

FOR ALL CUSTODIANS

<u>Length of Vacation</u>	<u>Longevity</u>
2 weeks	1-4 years
3 weeks	5+ years

**ARTICLE XI
WORK DAY**

- A. Each employee is required to work an eight (8) hour day, forty (40) hour work week (Monday through Friday) and is entitled to a one-half (½) hour duty free lunch/dinner break. The day shift lunch break is exclusive of the eight (8) hour work day. The night shift dinner break is inclusive of the eight (8) hour work day. During the days when school is in session, a day and night shift will be utilized. When school is not scheduled, all custodians will work the day shift. Night shift hours may be modified for early school closings (when teachers and students vacate the buildings).

- B. Effective upon ratification, the early shift (7:00 a.m. – 3:30 p.m.) will begin no earlier than 6:30 a.m. and no later than 7:30 a.m. The midday shift will begin no earlier than 8:00 a.m. and no later than 9:30 a.m. The afternoon shift will begin no earlier than 2:30 p.m. and no later than 3:30 p.m.

**ARTICLE XII
OVERTIME**

- A. The Board agrees to rotate overtime among all employees on the custodial staff on the basis of seniority.

- B. Overtime will be at the rate of time and one-half (1 ½) the employees rate of pay for hours worked beyond the regular forty (40) hour work week. Sunday overtime is double time.

- C. Call-in Pay: The Board agrees to guarantee two (2) hour call-in pay for all employees on the custodial staff for emergencies, at the rate of 1½ times the employee's rate of pay and two (2) times the employee's rate of pay for Sunday and holidays.

- D. The following procedure shall govern overtime:
 - 1. Employee "A" is scheduled for overtime and works it, therefore going to the bottom of the rotation list.

2. Employee "A" is scheduled for overtime, but the event is canceled. No other employee has been scheduled for overtime. So, employee "A" remains at the top of the list for the next scheduled overtime.
 3. Employees "A" and "B" are scheduled for separate overtime events. Employee "A" has the event canceled. Since employee "B" is already scheduled, employee "B" remains in that position. Employee "A" therefore gets the next overtime event that comes by. After employee "A" has worked the overtime event, employee "A" falls back into the normal rotation slot, which is based on seniority (Paragraph 1).
 4. If a night crew employee is next in line to be scheduled for overtime, and the next overtime event is a night event and the employee is unable to work because he/she is working already, this employee therefore, remains at the top of the overtime rotation list until an overtime event becomes available that he/she can work.
 5. If the next employee in line to be scheduled for an overtime event refuses/declines to work the event, he/she will then go to the bottom of the rotation schedule.
 6. Every effort will be made to maintain the assignment of overtime on the basis of seniority (as described in paragraphs 1-5 above). However, in unusual circumstances when an overtime situation occurs and requires qualification in a specialty area (maintenance, grounds), that assignment will be made at the discretion of the Business Administrator and/or his designee. When this occurs, the employee assigned this overtime situation will then go to the bottom of the rotation schedule, but will be adjusted so that he/she falls back into his/her normal rotation slot.
 7. No supervisory personnel may be assigned overtime until all current custodians have been offered the overtime, as per language above, and have declined to work the event.
- E. In the event overtime is declined by all support staff, overtime will then be assigned and must be worked. Reverse seniority will be used until the required number of custodians is satisfied. Each successive time this situation occurs, the next person in reverse seniority order will be assigned.

**ARTICLE XIII
SENIORITY**

- A. A seniority list for all bargaining unit employees shall be established.
- B. Whenever the Board decreases its work force, the following procedure will be followed in making layoffs:
 - a. Probationary employees will be laid off first.
 - b. In the event there are not probationary employees, then the employee with the least amount of seniority shall be first to be laid off.
 - c. An employee who has been laid off for lack of work shall have his/her name retained in the seniority list for a period of one (1) year from the date of lay-off or until he/she has refused a request to return from the lay-off, whichever period is shorter.

**ARTICLE XIV
PROBATIONARY PERIODS**

All newly hired employees shall serve a ninety (90) day probationary period.

**ARTICLE XV
UNIFORMS**

- A. The Board of Education will supply each employee with \$750 annually to purchase work uniform items.
- B. Any safety equipment that the Board requires the employees to wear will be paid for by the Board.

**ARTICLE XVI
BLACK SEAL LICENSE HOLDER**

- A. Each employee who holds a Black Seal License will receive a stipend of \$500 effective July 1, 2015.
- B. Black Seal Renewal License Fee will be reimbursed with proof of payment.

**ARTICLE XVII
COFFEE BREAKS**

The Board agrees to provide one (1) fifteen (15) minute coffee break per work day.

**ARTICLE XVIII
MILEAGE**

Employees shall be reimbursed at the IRS rate per mile for using their personal car when required to travel inside or outside the district in the course of employment, at the request of administration.

**ARTICLE XIX
SCHOOL AGE DEPENDENTS**

- A. Upon Superintendent approval, any employee may have his/her child/children (natural, adopted, or stepchild) attend the Rumson School District, but said employee shall be charged a tuition fee for each child as fixed by the Board of Education to reflect one-half of the annualized, per capita expenditure.

- B. The tuition payment shall be due in two (2) equal installments: the first shall be due prior to the first day of school, the second shall be due prior to the first day of school in January. Failure to meet these payment requirements shall result in the Superintendent's refusal to admit said student(s) to the Rumson School District until all tuition fees have been received by the District.

**ARTICLE XX
PAY DAYS**

Employees will be paid twice a month.

**ARTICLE XXI
NOTIFICATION OF EMPLOYMENT**

All employees shall be notified of their employment status no later than May 30th.

**ARTICLE XXII
PRINTING AGREEMENT**

- A. Verbatim copies of this Agreement as signed by the Board and the REA shall be printed and distributed to each employee, at the expense of the Board, within thirty (30) work days after the Agreement is signed. The Board shall have the prerogative of choosing the printer.

- B. The Board shall make available to the REA a maximum of five (5) additional copies of this Agreement upon request.

**ARTICLE XXIII
POSTINGS**

All new or vacant positions must be posted.

**ARTICLE XXIV
MISCELLANEOUS PROVISIONS**

- A. The Board shall pay for the schooling costs related to an employee obtaining his/her refrigeration and air conditioning license at the request of the Board. The Board agrees to allow employees time off from work with no loss of pay to attend classes approved by the Superintendent of Schools.
- B. The Board shall pay for the schooling costs related to an employee obtaining his/her Black Seal License. The Board agrees to allow employees time off from work, with no loss of pay, to attend classes.
- C. The Board shall allow employees time off from work in order to attend classes dealing with asbestos, with no loss of pay, at the request of the Board.

**ARTICLE XXV
SALARY INCREASES**

- A. Effective July 1, 2015, salaries will be increased by 3% inclusive of the cost of increment.
- B. Effective July 1, 2016, salaries will be increased by 3% inclusive of the cost of increment.
- C. Effective July 1, 2017, salaries will be increased by 2% inclusive of the cost of increment.
- D. Effective July 1, 2016, Day Custodian for Dean Porter School, the Maintenance Employee for Forestdale School and the Groundsperson shall receive an additional \$2,400 per year.
- E. Effective July 1, 2015 through the term of the Agreement the starting salary shall be \$28,118.00.

NE
4/25/16
CMW

**ARTICLE XXVI
HEAD CUSTODIAN**

Effective July 1, 2016, the stipend for head custodian will increase to \$2,800.

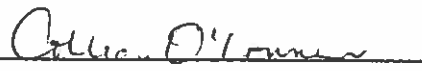
**ARTICLE XXVII
DURATION OF AGREEMENT**

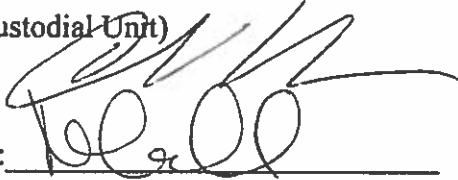
This Agreement shall be effective as of July 1, 2015 and shall be effective until June 30, 2018 subject to the Association's right to negotiate a successor agreement as provided in the Negotiation Procedure (Article II).


IN WITNESS WHEREOF, each of the parties hereto has caused these presents to be executed by its duly authorized corporate officers and has caused its corporate seal to be hereunto affixed to the aforesaid Agreement on this 27 day of April, 2016.

RUMSON BOARD OF EDUCATION


RUMSON EDUCATION ASSOCIATION
(Custodial Unit)

By: 
President

By: 
President



ATTEST:

By: 
Board Secretary

By: 
Vice President

By: _____
Secretary