

4-3027

Contract no. 237

07-12

A G R E E M E N T

Millburn Township of Board of Education

Between:

THE BOARD OF EDUCATION OF THE TOWNSHIP OF
MILLBURN, NEW JERSEY

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

X July 1, 1988 - June 30, 1991

INDEX

<u>Article</u>	<u>Contents</u>	<u>Page</u>
I	Purpose	1
II	Recognition	1
III	Union Security	2
IV	Dues Check-Off (Agency Shop)	2
V	Grievance Procedure	3
VI	Seniority:	
	. Probation Period	6
	. Seniority List	7
	. Dismissal	7
	. Lay-Off	8
	. Job Posting	8
	. Promotion	8
	. Overtime Assignment	10
	. Temporary and Part-Time Employees	10
VII	Hours of Work	
	. Shift Schedules	11
	. Shift Differential Pay	11
	. Snow Day Work	11
VIII	Wages	
	. Salary Schedules	11
	. Salary Placement and Increases	13
	. Temporary Transfers	13
	. Boiler Licensing	14
IX	Vacations and Holidays	
	. Eligibility	14
	. Selection of Vacation Time	15
	. Vacation Pay	15
	. Holidays	16

A G R E E M E N T

This Agreement made and entered into this 17th day of June, 1988 between the BOARD OF EDUCATION OF THE TOWNSHIP OF MILLBURN (hereinafter called the "Board"), located at 434 Millburn Avenue, Millburn, New Jersey 07041, and COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereinafter called the "Union"), located at 1030 St. Georges Avenue, Avenel, New Jersey 07001:

ARTICLE I - PURPOSE

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

ARTICLE II - RECOGNITION

The Board recognizes the Union as the exclusive bargaining agent with respect to the terms and conditions of employment for a unit of non-professional employees consisting of supervising custodians (previously known as head custodians of elementary schools and the Education Center), custodians, groundsmen and maintenance employees, exclusive of the lead foreman, the head custodian and assistant head custodian in the senior high school, the head custodian and assistant head custodian in the junior high school and such other management personnel as may be employed by the Board.

ARTICLE V - GRIEVANCE PROCEDURE

A. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may, from time to time, arise affecting employees as a result of the interpretation, application or violation of this Agreement between the Board and the Union.

B. 1. A "grievance" shall mean a complaint by an employee that there has been as to him a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement between the Board and the Union.

2. The term "grievance", and the procedure relevant thereto, shall not be deemed applicable in the following instances:

- (a) The dismissal by the Board of a probationary employee,
- (b) In matters where a method of review is exclusively mandated by law, or by any rule, regulation or by-law of the State Commissioner of Education or the State Board of Education;
- (c) In matters where the Board is without authority to act;
- (d) In matters involving the sole and unlimited discretion of the Board as set forth in Article XVII hereof; and
- (e) As may be stated elsewhere in this Agreement.

C. 1. (a) An employee having a grievance shall present it, in writing, to his immediate supervisor within ten (10) working days after the occurrence of the event from which the grievance arises. For purposes of this Article: The immediate supervisor of each custodian assigned to the Senior and Junior High Schools shall be the Head Custodian; the immediate supervisor of each custodian assigned to an elementary school shall be the Principal of that elementary school; the immediate supervisor of all other personnel covered by this Agreement shall be the Director of Buildings and Grounds.

(b) The grievance shall set forth the events giving rise to the

(5) days prior to the scheduled meeting date. The President of the Board, or such person as may be acting as President, shall within five (5) working days following the hearing submit an answer to the employee and the Union.

4. (a) If the employee is not satisfied with the written answer resulting from the preceding step or if no answer is received, the Union may, within five (5) working days following the expiration of the time period set forth in the preceding step, submit a written request to the Assistant Superintendent for Business to refer the grievance to advisory arbitration before an arbitrator, mutually agreeable to the Board and to the Union, who shall be selected from the list of the American Arbitration Association.

(b) In the event that a grievance is taken to arbitration, all proceedings shall be governed by the rules and regulations then pertaining of the American Arbitration Association respecting the arbitration of labor grievances. The compensation of the arbitrator and the expenses of the arbitration shall be shared equally by the Board and the Union. The Arbitrator shall issue a written opinion to the Board, the Union and the employee setting forth his decision respecting the grievance. Upon the receipt of the Arbitrator's decision, the Board and the Union will meet at a Conference Meeting of the Board and discuss the Arbitrator's decision. Following such meeting, the Board's resolution of the grievance shall be final.

(c) Should any party to the arbitration request a transcript, the cost thereof shall be borne solely by the party requesting it. The Arbitrator shall not have the power to alter, amend, add to or revise any portion of this Agreement.

D. Saturdays, Sundays and holidays, as identified in this Agreement, shall not be considered working days in the computing of the time provided for in the foregoing. Any written decision or written answer to a grievance made at any step which is not appealed to the succeeding step within the time limits

their last names, and if their last names are the same, then by the alphabetical order of their first names.

C. The Board shall maintain a seniority list of employees, copies of which shall be furnished to the Union. The Board shall furnish to the Union the names of new employees hired not later than fifteen (15) days following the date of their employment.

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

1. Resignation or retirement
2. Discharge for cause
3. Continuous layoff for a period exceeding nine (9) months.
4. Failure to report to work for a period of two (2) consecutive scheduled working days without notification to the Director of Buildings and Grounds of a justifiable excuse for such absence.
5. Failure to report back to work immediately upon expiration of vacation, leave of absence or any renewal thereof unless return to work is excused in advance by the Director of Buildings and Grounds.
6. Conviction of an offense for which a sentence of imprisonment in excess of a term of three (3) months is authorized by the New Jersey Criminal Code.
7. Failure to comply with the provisions of Article VIII, Section E (boiler licensing).
8. Falsification of sign-in or sign-out records.

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

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

B. The Board may, at its discretion, assign members of the bargaining unit to work shifts which start and end at various times. Any change in shift of a non-probationary employee in a particular school shall be subject to the principle of seniority. During the months of July and August and during the Christmas, mid-winter and spring recesses, members of the bargaining unit shall commence work at 7:30 a.m. and end at 4:00 p.m. with a one-half hour lunch period.

C. Should the Board institute a shift which commences at or after 2:30 o'clock P.M., each employee assigned to such a shift shall, in addition to his regular pay provided in ARTICLE VIII hereof, receive an additional seventy dollars (\$70.00) per month for such shift work. Any shift commencing after 2:30 P.M. shall consist of eight working hours per day and a one-half hour meal period.

D. On days when schools are closed for teachers and pupils because of snow conditions, employees covered by this Agreement may be excused before the end of the work day depending upon conditions throughout the school district and contingent upon the approval of the Director of Buildings and Grounds.

ARTICLE VIII - WAGES

A. 1. Effective July 1, 1988, the wages for the various job categories shall be set and paid in accordance with the following wage scale:

<u>Steps</u>	<u>Group I Maintenance Men (1)</u>	<u>Group II Supervising Custodians (2)</u>	<u>Group III Custodians, Groundsmen & Painters (3)</u>	
			<u>12-month</u>	<u>10-month (4)</u>
1	\$17,900.	\$17,700.	\$15,500.	\$11,548.
2	18,600.	18,400.	16,200.	12,069.
3	19,300.	19,100.	16,900.	12,591.
4	20,000.	19,800.	17,600.	13,112.
5	20,700.	20,500.	18,300.	13,634.
6	21,400.	21,200.	19,000.	14,155.
7	22,100.	21,900.	19,700.	14,677.
8	22,800.	22,600.	20,400.	15,198.
9	23,500.	23,300.	21,100.	15,720.
10	24,300.	24,100.	21,900.	16,316.

Note (1) Group I includes skilled maintenance tradesmen

Note (2) Group II includes the head custodians of all elementary schools and of the Education Center.

Note (3) Group III shall include all custodians, groundsman and painters not enumerated in Note 1 and Note 2 above.

Note (4) A ten-month custodian shall work 184 days. The 10-month Group III wage schedule provides pay in lieu of vacation. Ten-month Group III employees are not entitled to vacation time off under the provisions of ARTICLE IX, Paragraph A hereof. Ten-month salary is computed at the rate of 74.5% of twelve-month salary.

B. The initial placement of a new employee on the wage scale may be up to and including Step 3 of the respective wage group depending on past creditable experience. If a new employee is placed on the wage scale at other than the "First" step, the Assistant Superintendent for Business shall notify the Union of the action and the reason for such placement.

C. New employees hired on or after January 1 of any year shall be placed on the appropriate wage scale step. If the employee is re-employed on July 1, he shall remain on the initial employment step of the wage scale for that year but shall benefit from any improvement in the wage scale for that step. New employees hired on or before December 31 of any year who are re-employed the following July 1, shall advance one step on the wage scale unless this Agreement provides otherwise.

D. The granting of increases and guide increments are contingent upon an evaluation of services and are not automatic.

E. When an employee is temporarily transferred to a job in a different wage group, the following rules of compensation shall apply:

1. When a member of the bargaining unit is temporarily transferred to a non-union supervisory position or to a position within the bargaining unit having a higher pay rate classification (Group II to Group I; Group III to

set forth below:

AFTER 5 YEARS - 15 DAYS

AFTER 10 YEARS - 20 DAYS

B. 1. Seniority shall prevail in the selection of vacation time off when practicable. Vacations shall normally be taken during June, July and August, subject to the requirements of the work load.

2. Each custodian may apply for vacation time off during the school year under the following conditions:

Vacation time off during the school year shall only be taken while school is in session.

Vacation time off during the school year shall be limited to five (5) continuous days.

Only one employee in the Bargaining Unit may take vacation during the school year at any particular time.

The granting of vacation time off during the school year shall be at the discretion of the Director of Buildings & Grounds, and the refusal to grant vacation time off during the school year shall not be grievable.

3. The selection of time off for vacation is subject to the prior approval of the Director of Buildings & Grounds. Selections of vacation time off during June, July and August shall be submitted, in writing, not less than sixty (60) days prior to the vacation date selected upon forms provided for the purpose of the selection. Selections of vacation time off during the school year shall be submitted, in writing, not less than thirty (30) days prior to the vacation date selected.

C. Employees shall be paid vacation pay before the start of their vacations.

at two (2) times an employee's regular pay rate; hours of overtime worked on designated holidays, except Rosh Hashanah and Yom Kippur, will be paid at two (2) times an employee's regular pay rate plus the day's pay for the holiday. Rosh Hashanah and Yom Kippur; and Martin Luther King's birthday, if it becomes a paid holiday; shall be paid at one and one-half (1 1/2) times an employee's regular pay rate plus the day's pay for the holiday.

C. Whenever an employee is required to report to work after having discharged his duties during the normal work day, the employee shall be guaranteed a minimum of four (4) hours of work at overtime rates. This provision shall not apply when the overtime hours worked are an extension of the normal work day (whether before commencement or following termination of the work day) or when the overtime work has been scheduled with the employee, as in the case of building rentals.

ARTICLE XI - BUS DRIVERS

In the event that any employee shall, at the request of the Board, serve as a temporary bus driver, including any familiarization period preceding the actual driving time, such employee shall receive \$1.00 per hour for each hour so served in addition to his normal hourly pay. The Board reserves the right to select those employees who shall serve as temporary bus drivers. The Board shall arrange, at its sole cost and expense, for appropriate training and licensing. The Board and Union will cooperate in the selection of appropriate employees to be trained.

ARTICLE XII - PAY DAYS

Each employee covered by this Agreement shall be paid his base pay semi-monthly in accordance with the scheduled pay dates of all other employees of the Board. All overtime pay, if any, shall be paid on the 15th of the month following the month in which it is earned.

the first year of employment as of the starting date of employment, e.g., a 12-month employee starting on July 1 shall immediately be credited with 12 sick days; a 12-month employee starting on October 1 shall immediately be credited with 9 sick days. The number of unused days in any year shall be accumulated from year to year, as long as employment is continuous.

2. Extra sick leave in cases of extended illness when all accumulated sick leave has been exhausted may be granted on a case by case basis.

3. The purpose of sick leave is to provide relief in cases of personal sickness, personal accident or quarantine in the employee's immediate household.

4. Continuous personal illness absence of five (5) days or more must be certified by a properly licensed physician.

5. All sick leave days used in accordance with the provisions of this Agreement shall be paid at the employee's normal wage rates, including second shift differential, if applicable.

6. An employee leaving the employ of the Board who, at the time of separation, becomes officially retired under provisions of the retirement plan and commences at that time to receive retirement pension benefits under the plan will also receive reimbursement from the Board for a fraction of unused sick days accumulated during the course of employment in the Millburn School District. The fraction of accumulated unused days, the total maximum number of days for which payment may be made in each case, and the rate of reimbursement for each such day shall be equal to those afforded the Secretarial Unit of the Millburn Education Association. Such payments shall be subject to Federal and State withholdings.

B. Maternity Leave

1. As soon as any female employee shall become aware of her pregnancy,

3. When an employee is called for jury service, he shall be excused from work on days when he is required to be in Court, provided, however, that if the time required for jury service in any one day does not extend beyond 12:00 o'clock noon, the employee will be required to report for work the remainder of the day.

4. Any jury pay, including any reimbursement by the Court for travel or meal allowance shall belong to the employee.

D. Union Conventions and Workshops

The employees covered by this Agreement shall be granted up to eight (8) days aggregate time off with pay to attend National, District or State Union Conventions and workshops of the Communications Workers of America, AFL-CIO, or its affiliates.

E. Excused Absences

1. Absence up to five (5) days per year will be allowed with pay provided the absence is approved five (5) days in advance of such requested absence, by the Director of Buildings & Grounds unless because of the nature of the emergency, advance notice is not possible. Approval of an excused absence request will not be arbitrarily withheld. Excused Absence days are non-cumulative. These absences are in addition to those included in this Article under Sections A through D.

2. Excused absences are for the purpose of attending to unavoidable occurrences which cannot be conducted at a time other than during the work day. Examples of approvable unavoidable occurrences include death of a member of the immediate family, legal matters which cannot be taken care of at another time, spouse giving birth and illness in the employee's immediate household. Other equally unplanned or unavoidable occurrences may be approved.

given prior written notice of the reasons for such meeting or interview and shall be entitled to have a Union representative present for advice and representation during such meeting or interview.

ARTICLE XVIII - MANAGEMENT RIGHTS

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

- (a) To direct the members of the bargaining unit;
- (b) To hire, promote, transfer, assign and retain employees in positions in the school district;
- (c) To suspend, demote, discharge or take other disciplinary action against members of the unit in appropriate cases, subject to an employee's right to resort to the grievance procedure;
- (d) To relieve members of the bargaining unit from duty because of lack of work or for other legitimate reasons;
- (e) To maintain the efficiency of the school district operations entrusted to the Board;
- (f) To determine the methods, means and personnel by which such operations are to be conducted, and
- (g) To take whatever action may be necessary to carry out the mission of the school district in emergency situations.

ARTICLE XIX - EXHAUSTION OF REMEDIES

The procedures set forth in this Agreement for the resolution of controversies, disputes, questions and proposals shall be exclusive and no other procedures shall be employed until the procedures set forth herein are fully exhausted.