

4-3148

11-20

PRSMFA
1988-90

 *
 * 1988-90 AGREEMENT *
 *
 * Between the *
 *
 * PRINCETON REGIONAL SCHOOLS MAINTENANCE & FACILITIES ASSOCIATION *
 *
 * and the *
 *
 * BOARD OF EDUCATION - PRINCETON REGIONAL SCHOOL DISTRICT *
 * Board of Education (Employer) *

x July 1, 1988 - June 30, 1990

1988-90 AGREEMENT

Between the

PRINCETON REGIONAL SCHOOLS MAINTENANCE AND FACILITIES ASSOCIATION

and the

BOARD OF EDUCATION - PRINCETON REGIONAL SCHOOL DISTRICT

TABLE OF CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Preamble	1
1	Recognition	2
2	Grievance Procedure	3
3	Employee Rights and Privileges	8
4	Association Rights and Privileges	9
5	Facilities Services Council	11
6	Leaves of Absence	12
7	Military Leave	16
8	Protection of Employees	17
9	Personal Freedom	19
10	Promotions, Voluntary Transfers, and Reassignments	20
11	Involuntary Transfers and Reassignments	21
12	Reduction in Job Classification	22
13	Employment Termination Procedures	23
14	Work Schedule	26
15	Insurance Protection	29
16	Conditions of Employment	30
17	Salaries	31
18	Board Rights and Responsibilities	33
19	Separability and Savings	35
20	Fully Bargained Provisions	36
21	Negotiation Procedures	37
22	Miscellaneous Provisions	38
23	Duration of Agreement	41

SCHEDULE A--Salary Guides

PREAMBLE

This Agreement is entered into this 10th day of May, 1988, by and between the Board of Education of the Princeton Regional School District, Princeton, New Jersey, hereinafter called the "Board," and the Princeton Regional Schools Maintenance and Facilities Association, hereinafter called the "Association," and represents the complete and final Agreement on all bargainable issues.

ARTICLE 1

RECOGNITION

- A. The Board recognizes the Association as the exclusive representative for collective negotiation concerning the terms and conditions of employment for the following designated personnel under contract or employed by the Board:

Custodian

Custodian/Boilerman

Custodial Supervisor

Maintenance Man

Painter

Carpenter

Helper/Mechanical Systems

Assistant Head Custodian--HS

Chief Mechanic/Boilerman--HS

Custodian/Bus Driver

Acting Custodial Supervisor

Food Service Driver (Dishroom Supervisor/Delivery Person)

Grounds Crew

Assistant Grounds Maintenance Supervisor

- B. Unless otherwise indicated, the term "employee(s)," when used hereinafter in this Agreement, shall refer to all personnel represented by the Association in the negotiating unit as above defined.
- C. Unless otherwise indicated, references to "Superintendent," when used hereinafter in this Agreement, shall encompass the meaning of "Superintendent or his/her designee."
- D. All gender references or titles of positions which indicate gender shall be construed to mean male or female.
- E. All other individuals employed by the Board not specifically enumerated above are excluded from the negotiations unit.

ARTICLE 2

GRIEVANCE PROCEDURE

A. Definition

1. A "grievance" is an appeal by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting an employee or a group of employees.
 - a. A grievance based upon the possible interpretation, application, or violation of this Agreement shall be subject to binding arbitration.
 - b. A grievance based upon policies and/or administrative decisions affecting an employee or group of employees will follow prescribed procedures but will not be subject to arbitration.
 - c. The term "grievance" and the procedure relative thereto shall not be deemed applicable to the following:
 - 1) A complaint of an employee which arises by reason of his/her not being reemployed.
 - 2) A complaint by any employee occasioned by appointment to, or lack of appointment to, retention in or lack of retention in any position.
2. A grievance to be considered under this procedure must be initiated by the employee or group of employees within twenty-two (22) workdays from the time the employee or group of employees knew or should have known of its occurrence.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken to resolve the claim.

B. Purpose

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. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, 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.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, then the time limits set forth herein as workdays shall be interpreted as days when the central office is open.
3. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step.
4. Failure at any step of the procedure to appeal a grievance to the next step within the specified time limits shall be considered acceptance of the decision rendered at that step.
5. The Association may process a grievance through all levels of the grievance procedure even though the aggrieved may not wish to do so.
6. Level 1-A Any employee who has a grievance shall discuss it first with his/her principal or immediate supervisor in an attempt to resolve the matter.

Level 1-B If, as a result of the discussion, the employee is not satisfied, then (s)he may informally discuss the grievance with the principal and/or the Manager of Facilities Services.

Level 2 If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) workdays, (s)he shall set forth his/her grievance in writing to the principal and Manager of Facilities Services, with a copy to the immediate supervisor and the Association specifying:

- a. The matter at issue or in dispute.
- b. The reasons given by the supervisor for his/her decision.
- c. Counterarguments of the grievant.
- d. The grievant's request.

The document shall contain all points to be included in the grievance. Facts not contained in the document may be introduced at higher levels in the procedure only with the consent of all interested parties.

The principal or immediate supervisor shall respond in writing specifically to the points raised by the grievant, introduce any additional reasons for his/her decision, and conclude with his/her reasoned decision within six (6) workdays of receipt of the written grievance.

Level 3 The employee, no later than six (6) workdays after receipt of the written decision, may appeal the decision to the Superintendent of Schools.

The appeal shall be made in writing to the Superintendent with a copy to the Association. The appeal shall include the document submitted by the grievant at Level 2, a copy of the supervisor's reply, and the reasons for the appeal. The Superintendent or his/her designee shall hold a hearing with the parties to discuss the written documents and shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) workdays. The Superintendent or his/her designee shall communicate his/her decision with reasons in writing to the employee, the principal, Manager of Facilities Services, immediate supervisor, the Association, and other parties in interest within ten (10) workdays.

Level 4 If the grievance is not resolved to the employee's satisfaction, (s)he, no later than six (6) workdays after receipt of the Superintendent's decision, may request a review by the Board.

The request shall be submitted in writing through the Secretary to the Board. It shall include reasons for requesting the review of the Superintendent's decision. The Secretary to the Board shall request all related papers from the Superintendent and forward them to the Board.

The Board, or a committee thereof, shall review the grievance and, in the case of a grievance which does not relate to a matter specifically part of this Agreement, shall hold a hearing with the employee and render a decision with reasons in writing to the employee and the Association within twenty-two (22) workdays of receipt of the grievance by the Board. If the grievance relates to a matter specifically part of this Agreement, the Board, at its option, may hold a hearing with the employee. The Board shall render a decision with reasons in writing to the employee and the Association within twenty-two (22) workdays of receipt of the grievance by the Board. The Board shall notify the employee, the Association, and the other parties in interest in writing of its decision not to hold a hearing no later than ten (10) workdays after receipt of the grievance by the Board.

Level 5 If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by an arbitrator for a grievance over the interpretation, application, or violation of this Agreement, the Association shall so notify the Board through the Secretary to the Board within ten (10) workdays of receipt of the Board's decision.

The parties shall be bound by the Rules and Procedures of the Public Employment Relations Commission in the selection of an arbitrator.

- a. The authority of the arbitrator shall be subject to the following:
 - 1) (S)he shall be without power or authority to modify, add to, subtract from, or in any way whatsoever alter the terms and provisions of this Agreement.
 - 2) (S)he shall be without power or authority to make any decision which requires the commission of an act prohibited by law.
 - 3) (S)he shall be without power or authority to make any decision which requires a monetary award which shall require expenditures of funds not allocated in the budget.
 - 4) (S)he shall be bound by the laws of the state of New Jersey and the United States, decisions of the courts of New Jersey and of the United States, and rulings and decisions of the Commissioner of Education and the State Board of Education.
 - 5) The Association and the Board shall be limited to placing one (1) issue before any one arbitrator at any one time.
 - 6) The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted.
- b. Only the aggrieved, the Association, and the Board shall be given copies of the arbitrator's decision.
- c. The Association and the Board shall be responsible for all costs incurred by each, and only the fee and expenses of the arbitrator shall be shared by each party paying one-half.

- d. The decision of the arbitrator shall be final and binding on the parties.

D. Rights of Employees to Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or at his/her option, by a representative selected or approved by the Association.
2. When an employee is not represented by the Association in the processing of a grievance, the Association shall be notified that the grievance is in process at the time of submission of the grievance in writing. The Association shall have the right to be present and present its position at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered.
3. The Board and the Association shall assure all parties to a grievance freedom from restraint, interference, coercion, discrimination, or reprisal in following the grievance procedure.

E. Miscellaneous

1. If, in the judgment of the Association, a grievance originates above the level of principal, it may be submitted in writing by the Association directly to the Superintendent, and the processing of the grievance shall commence at Level 3.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
3. Forms for filing grievances shall be prepared jointly by the Superintendent or his/her designee and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.
4. All meetings and hearings under this procedure shall be conducted privately and shall include only such parties in interest and their designated or selected representatives heretofore referred to in the ARTICLE.
5. In rendering decisions, the Superintendent's designee shall not be a party in interest.

ARTICLE 3

EMPLOYEE RIGHTS AND PRIVILEGES

- A. Pursuant to the New Jersey Employer-Employee Relations Act, the Board and the Association hereby agree that every employee shall have and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and support the Association or any other labor organization for the purposes of engaging in collective negotiations or to refrain from doing so. The Board and the Association further agree that they shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of membership or nonmembership in any activities of the Association and its affiliates, collective negotiations with the Board, or institution or noninstitution of any grievance, complaint, or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights or to relieve him/her from such obligations as (s)he may have under New Jersey school laws.
- C. Whenever any employee is required to appear before the Board, or any committee or member thereof, concerning any matter which could adversely affect the continuation of that employee in his/her position, employment, or salary or any increments pertaining thereto, then (s)he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview. Whenever an employee is required to appear before the Superintendent under the same circumstances, (s)he shall have the same entitlement to have a representative present.

ARTICLE 4

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association a copy of agenda and minutes of all public meetings as duplicated and distributed to the Board members and the County Superintendent of Schools; one copy of names and addresses of all employees covered by the unit; and, in response to reasonable requests from time to time, available public information concerning the school district which the Association may require. Nothing contained herein shall impose any obligation upon the Board to disclose any information which may be classified as privileged and/or confidential.
- B. Whenever any representative of the Association or any employee participates during working hours in mutually scheduled negotiations or grievance proceedings, (s)he shall suffer no loss in pay.
- C. The Association and its representatives may be permitted to use school buildings without charge in accordance with Board Policy 1330, entitled "Community Use of School Facilities" (Revision #3 adopted 3/30/82).
- D. Except as provided by law, the rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and to no other employee organization(s) representing any portion of the unit.
- E. Agency Shop
 - 1. The Board agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Union and transmit the fee to the majority representative in compliance with N.J.S. 34:13A-5.5 as amended.
 - 2. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment.
 - 3. The fair share fee for services rendered by the Association shall be eighty-five (85%) percent of the regular membership dues, fees and assessments.
 - 4. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Board or require the Board to take any action other than to hold the fee in escrow pending resolution of the appeal.

5. The Association shall indemnify, defend and save the Board harmless against any and all claims, demands, suits, legal fees, or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards or the fair share assessment information as furnished by the Association to the Board, or in reliance upon the official notification of the Association and signed by the President of the Association, advising of such changed deduction.

ARTICLE 5

FACILITIES SERVICES COUNCIL

- A. The parties agree to establish a Facilities Services Council to consist of three members, designated by the Association, and at least one member, but not more than three, appointed by the Superintendent.
- B. The function of the Council is to recommend to the Superintendent or his/her designee items for consideration. The Council shall meet in joint effort to promote harmonious working conditions and increase morale.
- C. Each year, as near the opening day of school as practicable, the Superintendent and the President of the Association shall meet to identify and discuss matters of mutual concern, establish a meeting schedule appropriate for the resolution of those concerns, and agree on a procedure for conducting the meetings and the appointment of a secretary to prepare and publish minutes.
- D. Agenda items shall be submitted to the secretary of the Council two days in advance of the scheduled meeting date. The submitted items shall be placed on the agenda. If any of the items are not covered, a second meeting shall be scheduled within a reasonable time. Areas for consideration may include, but not be limited to, facilities and equipment needs, job descriptions, deployment of the work force, possible use of substitutes when vacancies occur through attrition, and other working conditions.
- E. All matters brought up which are relative to negotiations shall be referred to the negotiations committees.

ARTICLE 6

LEAVES OF ABSENCE

A. Sick Leave

1. All employees shall be entitled to fourteen (14) sick-leave days each school year as of the first official day of said school year, whether or not they report for duty on that day. New employees shall earn sick leave on the pro rata basis of one point one six seven (1.167) days per month for the first year.
2. All unused sick-leave days shall be accumulated from year to year, with no maximum limit.
3. No later than December 1, employees shall be notified of their accumulated sick-leave days as of June 30. In case of emergency, such as prolonged illness, the Superintendent will supply the information to the individual employee on request.
4. Any employee who shall be absent from work for three (3) or more consecutive workdays for sick leave, or for more than seven (7) workdays in any school year, shall be required to submit acceptable medical evidence substantiating the illness. Any such sick days for which acceptable medical evidence has already been provided shall not count toward the seven (7) days.
5. The Board of Education or its designee may require the employee to submit acceptable medical evidence of proof of illness or may require the employee to undergo a physical examination pursuant to law.

B. Temporary Leaves

1. As of the beginning of the contract year, employees shall be entitled to a maximum of two (2) days' leave of absence without loss of pay for personal business. These days may not be used to lengthen a vacation or holiday without approval of the reason for the request. The use of said leave is subject to prior approval of the employee's written request which shall be submitted seven (7) school days in advance, except in the case of emergency.
2. Five (5) days' leave of absence without loss of pay will be granted upon request when a death occurs in the immediate family; immediate family is defined to include husband, wife, father, mother, son, daughter, husband's parents, and wife's parents. Said leave shall include either the day of the death or the day of the funeral.

3. When individual circumstances are such that a close relative other than those defined as members of the immediate family should be considered as a member of the immediate family, a special request may be granted not to exceed five (5) days.
4. One (1) day's leave of absence without loss of pay may be granted upon request to attend the funeral of a relative or a close friend.
5. Five (5) days' leave of absence without loss of pay may be granted upon request to care for a member of the immediate family who is ill.
6. Three (3) days' leave of absence without loss of pay may be granted for the purpose of marriage and honeymoon or up to two (2) days for the purpose of attending the marriage of a member of the immediate family.
7. Other leaves of absence without loss of pay may be granted by the Board for good reason.
8. Leaves taken pursuant to Section 1 above shall be in addition to any sick leave to which the employee is entitled.
9. Three (3) days' leave of absence may be granted to a husband to provide family care upon the birth of a child.

C. Extended Leaves

1. Pregnancy/Maternity Leave

Any pregnant employee may apply for a leave of absence without pay. Upon request, such leave shall be granted prior to the anticipated date of birth and continue for a reasonable period of time to a specific date following birth.

- a. Maternity leave shall be granted subject to the following conditions:
 - 1) An employee shall request such leave as far in advance as is reasonable but in no event less than ninety (90) days to its commencement. An exception may be made for medical emergency designated by a physician's certificate.
 - 2) A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.
 - 3) Exact dates of the leave will be arranged, if possible, to coincide with the end of the semester. Where medically contraindicated, the parties shall arrange other leave dates in consideration of both medical evidence and administrative feasibility.

- 4) A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before an employee is permitted to return from maternity leave.
- b. An employee's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth, or other related causes.
- c. The leave of absence granted a nontenured employee hereunder may not be extended beyond the end of the contract school year in which the leave is obtained.
- d. No employee shall be barred from returning to duty after the birth of her child solely on the ground that there has not been a time lapse between the birth and her desired date of return.
- e. Any employee planning to adopt an infant or preschool child which will necessitate an eventual maternity leave shall advise the Superintendent as soon as practicable prior to assuming the custody of the child. Any request for maternity leave shall be submitted by the employee to the Superintendent.
- f. The time spent on maternity leave shall not count toward fulfillment of time requirements for acquiring tenure nor shall it count toward placement on the salary guide or for seniority.
- g. No employee shall be removed from her duties during pregnancy, except upon one of the following:
 - 1) The Board has found her performance has substantially declined from the time immediately prior to her pregnancy.
 - 2) Her physical condition or capacity is such that her health would be impaired if she were to continue working, and which physical capacity shall be deemed to exist if:
 - a) The pregnant employee fails to produce a certification from her physician that she is medically able to continue working, or
 - b) The Board's physician and the employee's physician agree that she cannot continue working, or

- c) Following any difference of medical opinion between the Board's physician and the employee's physician, a physician selected jointly by the Board and the employee shall render a binding opinion on the physical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.

 - h. If an employee desires, she may use her accumulated sick leave for the period of her disability related to her pregnancy and childbirth and receive full pay and benefits for said period as shall be certified by the Board and by the employee's physician or until she has exhausted her sick leave.
2. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.
 3. Other leaves of absence without pay may be granted by the Board for good reason.
 4. All applications and responses for leaves shall be presented in writing on forms provided.

ARTICLE 7

MILITARY LEAVE

- A. Brief leaves of absence with pay will be granted annually to personnel required to perform short periods of annual military duty, pursuant to Section 38:23-1 of the New Jersey Statutes. A copy of the military orders shall be filed with the Secretary to the Board.

- B. Leaves of absence for military duty for an extended period of time without pay will be granted upon request and upon filing a copy of the military orders with the Secretary to the Board. An extended leave must be renewed annually if it extends beyond the end of one school year. An extended period is defined as any period longer than ninety (90) days.

ARTICLE 8

PROTECTION OF EMPLOYEES

- A. Whenever any charge which may affect his/her employment or salary status is brought against an employee by the Board before the Commissioner of Education of the State of New Jersey, the Board shall reimburse him/her for the cost of his/her defense if the action is dismissed or results in a final decision in favor of the employee. Financial support shall be limited to reasonable legal fees.
- B.
 - 1. The Board shall give full support including legal and other assistance for assault upon the employee while acting in the discharge of his/her duties. Financial support shall be limited to reasonable legal fees.
 - 2. When absence arises out of or from such assault or injury, the employee shall be entitled to full salary and other benefits as provided by law for up to one (1) full calendar year, but shall not forfeit any sick leave or personal leave. Full salary will be computed as follows:
 - a. Workmen's compensation payments.
 - b. Salary differential paid by the Board.
- C.
 - 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or immediate supervisor and to the Association.
 - 2. Such notification shall be immediately forwarded to the Superintendent, who shall comply with any reasonable request from the employee for information concerning the incident or the persons involved and shall act in appropriate ways as liaison between the employee, the police, and the courts.
- D.
 - 1. Employees shall not be required to perform duties inconsistent with their general job descriptions.
 - 2. In performing their daily duties, emergencies shall not constitute a violation of the above.
- E. Safety goggles shall be provided for use on jobs which the Superintendent or his/her designee designates as hazardous. If the Superintendent or his/her designee determines that an employee's regularly assigned duties frequently expose him/her to the risk of eye injury, (s)he may authorize payment of up to one hundred dollars (\$100) towards the purchase of prescription safety glasses or nonprescription safety glasses.

- F. When an employee's glasses (lenses or frames) are broken while actively performing services, the employee shall report the incident to his/her immediate supervisor on the day the incident occurred or at the end of the shift. The Board shall pay for replacing or repairing the glasses. The replacement lens and/or frames will be equivalent in value to those broken.

- G. At each work site, the Board shall provide and retain as Board property the appropriate foul weather gear for those employees regularly scheduled to work outside.

ARTICLE 9

PERSONAL FREEDOM

The personal life of an employee is not an appropriate concern for the attention of the Board except as it may directly or indirectly prevent the employee from performing assigned functions during the workday.

ARTICLE 10

PROMOTIONS, VOLUNTARY TRANSFERS, AND REASSIGNMENTS

- A. Opportunity will be given to any employee meeting qualifications as prescribed to apply for and receive fair consideration for any position which becomes vacant.
- B. Notice of any vacant position will be publicized throughout the membership of the Association. Such circularization shall continue in effect for three (3) workdays. Applications in writing will be accepted from within and without the school system.
- C. All candidates meeting basic requirements will be eligible to apply for the vacant position. The Administration reserves the right to request from the applicant any pertinent information deemed necessary to fairly evaluate the qualifications of the applicant and may include tests of proficiency on equipment related to the vacant position.

ARTICLE 11

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

- A. Notice of an involuntary transfer or reassignment shall be given to the employee as soon as practicable.
- B. When an involuntary transfer or reassignment is necessary, an employee's area of competence and other relevant factors shall be considered in determining which employee is to be transferred or reassigned.
- C. An involuntary transfer or reassignment shall be made only after a meeting between the person to be transferred and the appropriate custodial supervisor, at which time the employee shall be notified in writing of the reason thereof.

ARTICLE 12

REDUCTION IN JOB CLASSIFICATION

- A. Employees shall not be reduced in job classification without just cause.
- B. Any employee reduced in job classification, regardless of compensation, may request and receive from the Superintendent or his/her designee reasons for such reduction. Requests shall be made within fifteen (15) workdays of either the effective date of reduction in job classification, or of the date on which the employee was formally notified.
- C. Any reduction in job classification, regardless of compensation, shall be subject to the grievance procedure.

ARTICLE 13

EMPLOYMENT TERMINATION PROCEDURES

A. Nontenured Dismissal

1. Date

On or before April 30 of each year, the Board shall give to each nontenured employee either:

- a. A written offer of a contract for employment for the next succeeding contract year with such changes in salary and benefits as may be required by law or agreement between the Board and the Association, or
- b. A written notice that such employment shall not be offered.

2. Reasons

Any nontenured employee who receives a notice of nonemployment may within five (5) workdays thereafter, in writing, request a statement of reasons for such nonemployment from the administrative supervisor who did not recommend his/her reemployment, which statement shall be given to the employee in writing within five (5) workdays after receipt of such request.

3. A nontenured employee, no later than six (6) workdays after receipt of the administrative supervisor's decision, may appeal the decision to the Superintendent.
4. The appeal shall be made in writing with a copy to the Association. It shall include a copy of the administrative supervisor's evaluation, as well as the reasons for the appeal.
5. The Superintendent or his/her designee shall meet with the parties to discuss the written documents and shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) workdays. The Superintendent or his/her designee shall communicate his/her decision with reasons in writing to the employee, the administrative supervisor, and the Association.

B. Termination Pay

A terminated employee shall receive two weeks' notice of termination or two weeks' pay in lieu of notice, plus accumulated vacation pay based on the proportion of full months worked in the contract year.

C. Resignation

1. An employee who is resigning from his/her position shall give the normal two weeks' notice. The resignation may be in writing by the employee or a written certification by the supervisor.
2. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.
3. If the full two weeks' notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose ten (10) full workdays shall be used in calculating the amount of notice given by the employee.

D. Reduction in Force

1. Definition A reduction in force shall be deemed to have taken place when the Board of Education, through the Superintendent, has determined that the number of District employees covered by this employee unit shall be reduced by laying off employees. The outlined procedures are effective only when a reduction in force has been authorized by the Board of Education.
2. Seniority
 - a. Seniority shall be based on uninterrupted service from the first day of work in that period.
 - b. Nontenured employees within each job classification shall be laid off first.
 - c. If tenured employees must be laid off, those with least seniority in the classification shall be terminated, provided the remaining employees can fulfill the job requirements.
 - d. If an employee must transfer to a position with a lower grade, (s)he shall be given credit for no less than one step for each year of employment within the system.
3. Procedure
 - a. If a reduction in force is scheduled by the Board of Education, the Association shall be so notified in writing by the Superintendent or his/her designee.

- b. The Superintendent or his/her designee shall consult with the Facilities Services Council to discuss an orderly procedure for effecting the reduction.
- c. The Facilities Services Council shall receive a list of employees in each classification who might be affected by the reduction.
- d. A schedule of job assignments for the reduced force shall be prepared by the Superintendent or his/her designee and reviewed with the Facilities Services Council.
- e. Tenured employees who are laid off shall be recalled if an opening occurs in the classification within one hundred eighty (180) days of the termination date. A recall must be accepted within ten (10) days.
- f. During the temporary period of implementing a force reduction, if provisions of this ARTICLE conflict with provisions of other ARTICLES, this ARTICLE shall prevail.

ARTICLE 14

WORK SCHEDULE

A. Work Hours

1. Schedule Posting Work schedules showing the employees' shifts, workdays, and hours shall be posted by the supervisor in each school.
2. Work Shift Eight (8) hours of work, exclusive of a sixty (60) minute lunch period, shall constitute a work shift. All employees shall be scheduled to work on a regular shift and shall be advised of a regular starting and quitting time. Changes to an employee's working hours shall be by mutual agreement whenever possible. Any involuntary change shall be subject to the provisions of ARTICLE 10 of this Agreement.
3. Workweek A workweek shall be considered the days Monday through Friday unless a specific position is defined otherwise. Any change in a workweek shall be by mutual consent between the employee and the Superintendent.
4. Cleanup Period Employees shall be granted a fifteen (15) minute period prior to the end of the work shift in which to put away equipment and supplies and for the purpose of personal cleanup.

B. Call Time and Overtime

1. Any employee called to return to work outside of his/her regular scheduled shift shall be paid a minimum of two (2) hours at the overtime rate, so long as said two (2) hours are not contiguous with the employee's regular scheduled shift. The supervisor has the right to retain the employee for the entire two (2) hour period.
2. Overtime shall be paid at the rate of time and one-half for all time worked in excess of forty (40) hours in any workweek. For the purpose of determining the forty (40) hours, the following shall count as eight (8) hour days:
 - a. Holidays.
 - b. Paid sick days.
 - c. Paid personal days.
 - d. Paid vacation days.

Unapproved absences shall not receive credit for overtime purposes.

3. Emergency call-in work on Saturdays, Sundays, or scheduled holidays which is required as the result of a fire, flood, vandalism, or snow removal shall be paid at double the hourly rate.
4. Employees shall be compensated at the rate of double time for snow removal on any day an employee exceeds his/her eight (8) hour day. Such overtime must be authorized by the Facilities Manager.
5. Employees required to work on Sundays for regularly scheduled and recurring activities and nonschool-scheduled activities will receive double time.

C. Vacation Schedule

1. Vacation eligibility shall be determined as of July 1 of each year.
2. Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld.
3. Employees shall be eligible for vacations on the following basis:
 - a. First year personnel--one (1) workday for each full month of service up to a maximum of ten (10) workdays.
 - b. Over one (1) year, but less than five (5) years of service--ten (10) workdays.
 - c. Over five (5) years, but less than ten (10) years of service--fifteen (15) workdays.
 - d. Over ten (10) years of service--twenty-two (22) workdays.
4. Holidays falling within an employee's vacation period shall not be counted as a vacation day.

D. Holiday Schedule

1. All holidays are scheduled on the premise that the buildings will be closed. If the buildings are open on any of the listed holidays, up to three (3) days of compensating days off (on a day-to-day basis) shall be granted to those who work on those days so that all employees receive a total of eighteen (18) holidays; if more than three (3) days are required, compensation shall be paid at the time and one-half rate. Every effort shall be made to schedule the compensating day at

the convenience of the employee. To cover the buildings on the listed day, supervisors shall request volunteers first, after which seniority will be the determining factor.

2. A total of eighteen (18) holidays during the contract year shall be scheduled after the academic calendar has been approved by the Board.

ARTICLE 15

INSURANCE PROTECTION

- A. The Board shall carry master insurance contracts which shall make hospital-surgical and major medical protection available to each employee.
- B. Health and major medical coverage will be provided through the New Jersey State Health Benefits Plan, and prescription drug coverage will be provided through New Jersey Blue Cross and Blue Shield.
- C. For employees who enroll, the Board shall pay the premiums, including family coverage where applicable.
- D. The Board agrees to pay not more than \$213 per year per individual employee for an individual dental program. Any difference between the actual premium and \$213 will be reimbursed to each employee.
- E. It shall be each employee's responsibility to enroll in and revise his/her medical program coverage in accordance with the needs of his/her family.
- F. Employees who retire on or after June 30, 1971, shall have the privilege of being covered under the major medical contract on payment of the appropriate premium.
- G. Individuals on leave without pay have the privilege of being under the group plans on payment of the appropriate premiums.
- H. The Board shall have the right, after notification to and consultation with the Association, to change insurance carriers so long as the same, substantially similar, or increased benefits are provided.

ARTICLE 16

CONDITIONS OF EMPLOYMENT

A. Black Seal License

1. Custodial employees who do not hold a Black Seal license shall be classified as Custodians and shall be compensated according to the guide for Custodian on Schedule A, Column (1).
2. A Custodian who earns a Black Seal license shall be reassigned to the Custodian/Boilerman guide, Schedule A, Column (2), as of the first day of the month following presentation of appropriate evidence to the Personnel Office. After that date, the supervisor may assign such boiler duties as may be deemed appropriate.
3. The Board shall reimburse the Custodians for costs incurred in obtaining the license.

- B. Custodian/Bus Driver Upon obtaining the appropriate bus driver's license, the Board shall reimburse the employee appointed to the position for costs incurred in obtaining the license. The annual physical examination required for licensing shall be provided by the school physician, but an employee may elect to be examined by his/her own physician at his/her personal expense.

Reference: See also ARTICLE 17, Salaries.

ARTICLE 17

SALARIES

- A. The salaries of all employees covered by this Agreement are set forth in Schedule A, which is attached hereto and made a part hereof.
- B. Upon initial employment, the Board may grant salary guide credit for the same or directly related job experience for the position for which the person is being hired. Prior to actual appointment of a new unit employee, the Administration will review the job description of the position to be filled, as well as the employee's credentials, with the Association President and grievance chairperson.
- C. Pay dates shall be on the fifteenth (15th) and the last day of the month unless either date falls on a weekend, holiday, vacation, or scheduled school closing, at which time paychecks will be issued on the last regular workday prior to the weekend, etc.
- D. All employees shall be given written notice of their salary schedules for the forthcoming year no later than June 1, or ten (10) workdays after ratification of this Agreement, whichever comes later. Each employee shall receive an increase in salary as of the beginning of the contract year, except that an increment may be withheld for just cause.
- E. Employees transferring to another classification covered by this Agreement (ARTICLE 1, Recognition) shall be placed at the same step on which they had been paid in the original classification.
- F. Specific Salary Provisions
 - 1. Custodial Supervisor A supervisor shall receive compensation based on size of building, age of building, age level of children within the building, and other factors. The compensation is incorporated in the Custodial Supervisor guide in Schedule A. Because of the larger size and greater complexity of the John Witherspoon Middle School and Princeton High School, contractual premiums for the supervisors of those buildings shall be paid in accordance with Schedule A.
 - 2. Assistant Head Custodian and Chief Mechanic/Boilerman (Princeton High School) Compensation for these positions shall be composed of the salary for Custodian/Boilerman plus the amount stipulated in Schedule A.
 - 3. Boilerman Employees hired on or before July 1, 1984, holding a Black Seal license shall receive an additional \$300.

Employees hired in this classification after July 1, 1984, holding a Black Seal license shall be compensated according to Schedule A.

Employees who earn a Black Seal license during any contract year will receive an additional \$700 prorated to the month of licensing. Boiler duties shall be performed as assigned by the supervisor.

4. Night Premium The amount per hour indicated on Schedule A shall be paid to employees who are scheduled to work on the night shift. This amount shall be paid only for hours worked on the night shift by employees assigned to the night shift. It shall not be paid for holiday time. Employees assigned to the day shift shall not be eligible to receive night premium for work performed during evening hours.
 5. Custodian/Bus Driver Compensation for this position shall be composed of the salary for Custodian or Custodian/Boilerman plus the amount stipulated in Schedule A.
 6. Acting Custodial Supervisor The amount per day indicated on Schedule A shall be paid to employees assigned to the acting position during the absence of the supervisor. The stipend shall be payable after four (4) consecutive workdays for vacation coverage and five (5) consecutive workdays for all other reasons. The payment shall be retroactive to the first day of absence.
 7. Payment at Retirement Upon retirement, the retiree shall be paid \$30 for each day of unused accumulated sick leave up to a maximum of \$2,700. For employees who retire during the school year, the unused sick leave from the days accumulated during that year shall be prorated on the basis of the full calendar months worked for the purpose of calculating the payment.
- G. Tenure All employees who have completed three years of service as of July 1, 1970, shall be considered to have tenure. The annual appointments shall be made for a fixed term ending on June 30 of each contract year. All employees hired on or after July 1, 1988, who satisfactorily complete 60 months of continuous employment from the effective date of employment shall receive tenure.
- H. If the successor Agreement is ratified by the Association after June 15 of the ending year of this Agreement, and the Board has authorized the payment of salaries, actual payment may be delayed if authorization is not received in time to meet the regular payroll schedule.
- I. Employees may individually elect to have their entire paycheck deposited directly in an account in one of the following local banks: The Princeton Bank; United Jersey Bank, n.a. (Princeton branch office); and the New Jersey National Bank.

ARTICLE 18

BOARD RIGHTS AND RESPONSIBILITIES

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the state of New Jersey and of the United States, including all decisional law and rules and regulations of the State Department of Education and Commissioner of Education of the State of New Jersey.
- B. The exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms hereof are in conformance with the constitution and laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under New Jersey Statutes Title 18A, Education, or any other national, state, county, district, or local laws or regulations as they pertain to education.
- D. Subcontracting
 - 1. If the Board determines that there is temporary work available that can be performed by bargaining unit employees outside of their normal workday, then this work shall first be offered to bargaining unit employees on an overtime basis.
 - 2. Temporary work is work that can be completed in no more than two (2) hours per day and in no longer than one (1) week.
 - 3. Except in emergency, all other available work positions shall be advertised by the Board for no less than a period of ten (10) workdays. If the Board contemplates or anticipates subcontracting this work, it must notify the Association President and the Council upon the commencement of advertising.
 - 4. If the work position cannot be filled through advertising and the Board determines that it will subcontract the work, then the Board shall consult with the Association President and the Council regarding implementation of the subcontracting at least five (5) workdays prior to subcontracting.

5. The language of ARTICLE 18.D shall not be construed to interfere with the Board's established right to subcontract the cleaning in Princeton High School.

ARTICLE 19

SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be 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 20

FULLY BARGAINED PROVISIONS

- A. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except as required by the New Jersey Employer-Employee Relations Act.
- B. This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.

ARTICLE 21

NEGOTIATION PROCEDURES

- A. The parties agree to enter into collective negotiations in accordance with the New Jersey Employer-Employee Relations Act in a good-faith effort to reach agreement concerning terms and conditions of employment for all employees for whom the Association is authorized to negotiate.
- B. Any agreement so negotiated shall be applicable to all personnel for whom the Association is authorized to negotiate, shall be reduced to writing, shall be signed by the Board and the Association, and shall be adopted by appropriate resolution of the Board.
- C. Before adopting a ratifying resolution or signing an Agreement, the Board reserves the right to request a written certification, signed by an appropriate officer of the Association, that the Association has duly ratified the Agreement.

ARTICLE 22

MISCELLANEOUS PROVISIONS

- A. This Agreement shall be construed as Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy subject to the legal authority and duty of the Board to change policies when necessary in the public interest but consistent with the New Jersey Statutes on collective negotiations.
- B. Any individual contract between the Board and individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- C. Copies of this Agreement shall be provided at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed or hereafter employed.
- D. Deductions from Salary
 - 1. The Board agrees to deduct from the salaries of its employees dues for the Princeton Regional School Maintenance and Facilities Association, the Mercer County Education Association, the New Jersey Education Association, or any one or any combination of such associations 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. 52:14-15-9e), 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 Princeton Regional Schools Maintenance and Facilities Association by the fifteenth (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.
 - 2. 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 dues shall give the Board written notice prior to the effective date of such change.
 - 3. The Association will secure the signatures of its members on the Automatic Payroll Deduction forms and deliver the signed forms to the Board.

4. Any such written authorization may be withdrawn at any time by filing the Notice of Withdrawal with the Board Secretary. The filing of Notice of Withdrawal shall be effective to all deductions in accordance with N.J.S. 52:14-15.9(e) as amended.
5. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally, without regard to Association membership. The terms of this Agreement have been made for all employees in the bargaining unit and not only for those members in the Association, and this Agreement has been executed by the Board after it has satisfied itself that the Association is a proper majority representative.
6. The Association shall indemnify, defend, and save the Board harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of the salary deduction plan or procedure.
7. Children of staff members shall be permitted to attend Princeton Regional Schools, tuition free, in all grades.
 - a. A child enrolled pursuant to this ARTICLE shall be permitted to continue to attend despite the subsequent death of the staff member parent.
 - b. A tuition-free education will be provided so long as the cost of educating a child of a staff member does not exceed the average per pupil expenditure for the education of resident students. In such an event, the child will be permitted to attend only until the next regular break in instruction (i.e., between kindergarten and grade 1 or elementary school and middle school or middle school and high school) unless the employee agrees to pay the difference in per pupil costs.
- E. Payment will be provided by the Board for the cost of courses or other training sessions which an employee is required and/or requested by his/her supervisor to take.
- F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram, registered letter, or certified letter at the following addresses:

1. If by the Association, to the Board at:

Princeton Regional Board of Education
c/o Secretary to the Board
Valley Road Building
P.O. Box 711
Princeton, NJ 08540

2. If by the Board, to the Association at:

President of PRSMFA
at the appropriate building

ARTICLE 23

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1988, and shall continue in effect until June 30, 1990. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

PRINCETON REGIONAL SCHOOLS
MAINTENANCE AND FACILITIES
ASSOCIATION

BOARD OF EDUCATION--PRINCETON
REGIONAL SCHOOL DISTRICT

Neil F. Woodwick
President

Marjorie Smith
President

Robert J. Nemeth
Secretary

[Signature]
Secretary

SCHEDULE A
SALARY GUIDES

<u>1988-89</u> Step	<u>01</u> Cust.	<u>02</u> Boilmn.	<u>03</u> Cust. Supv.	<u>04</u> Help./ MS	<u>05</u> Carp.	<u>06</u> Paint.	<u>07</u> Asst. Grds. Supv.
1 (0 yrs.)	\$15621	\$16783	\$22009		\$22589	\$19686	\$19105
2 (1-3 yrs.)	15933	17119	22449		23041	20080	19487
3 (4-5 yrs.)	16252	17461	22898		23502	20481	19877
4 (6-8 yrs.)	16577	17810	23356		23972	20891	20274
5 (9-10 yrs.)	16909	18166	23823		24451	21309	20680
6 (11 yrs.)	17247	18530	24300		24940	21735	21093
7 (12 yrs.)	17592	18900	24786		25439	22170	21515
8 (13 yrs.)	17944	19278	25281		25948	22613	21946
9 (14 yrs.)	18302	19664	25787		26467	23065	22385
10 (15 yrs.)	18669	20057	26303		26996	23527	22832
11 (16+ yrs.)	19042	20458	26829		27536	23997	23289
12	19423	20868	27365		28087	24477	23755

<u>1989-90</u> Step	<u>01</u>	<u>02</u>	<u>03</u>	<u>04</u>	<u>05</u>	<u>06</u>	<u>07</u>
1 (0 yrs.)	\$16847	\$18009	\$23754		\$24334	\$21431	\$20850
2 (1-3 yrs.)	17184	18369	24229		24821	21860	21267
3 (4-5 yrs.)	17528	18737	24714		25317	22297	21693
4 (6-8 yrs.)	17878	19111	25208		25824	22743	22127
5 (9-10 yrs.)	18236	19494	25712		26340	23198	22569
6 (11 yrs.)	18600	19883	26227		26867	23662	23020
7 (12 yrs.)	18972	20281	26751		27404	24135	23481
8 (13 yrs.)	19352	20687	27286		27952	24618	23950
9 (14 yrs.)	19739	21100	27832		28512	25110	24429
10 (15 yrs.)	20134	21522	28389		29082	25612	24918
11 (16 yrs.)	20536	21953	28956		29663	26125	25416
12 (17+ yrs.)	20947	22392	29536		30257	26647	25925

A. <u>Contractual Premiums</u>	<u>1988-89</u>	<u>1989-90</u>
1. Supervisor		
John Witherspoon	\$1,050	\$1,100
High School	1,400	1,450
2. Assistant Head Custodian--HS	775	825
3. Chief Mechanic/Boilerman--HS	775	825
4. Custodian/Bus Driver	550	600

B. Longevity (paid in single check on or about employment anniversary date)

	<u>1988-90</u>
15 years of continuous service	\$475
20 years of continuous service	525
25 years of continuous service	575

	<u>1988-90</u>
C. <u>Night Premium</u>	\$.30/hour
D. <u>Acting Custodial Supervisor</u>	6.25/day