

**AGREEMENT**

**BETWEEN**

**BOARD OF EDUCATION  
SAYREVILLE, NEW JERSEY**

**AND**

**INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS, CHAUFFEURS,  
WAREHOUSEMEN & HELPERS  
OF AMERICA  
LOCAL NO. 469**

**JULY 1, 2008**

**JUNE 30, 2011**

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## **COLLECTIVE BARGAINING AGREEMENT**

Agreement made this 8th day of April, 2008 by and between BOARD OF EDUCATION OF THE BOROUGH OF SAYREVILLE, NJ, hereinafter referred to as the "BOARD" and Local 469, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "UNION.

### **WITNESSETH**

WHEREAS, the parties hereto have resolved their differences as raised in their negotiations.

The Board and the Union agree as follows:

#### **1. RECOGNITION**

The BOARD recognizes LOCAL UNION 469, I.B.T. as the sole and exclusive bargaining agency for all employees covered by the Agreement in all matters pertaining to rates of pay, wage, hours of work, benefits, other terms and conditions of employment.

#### **2. SCOPE OF BARGAINING UNIT**

The Agreement includes:

All Custodial Personnel employed as Leadperson, Custodians/ Truck Driver, Stock Clerk Custodians, Maintenance Worker and Custodian/Worker Variably Assigned, Groundskeeper Variably Assigned, and On-Call Emergency Worker.

Excluded are Office Clerical, Mini Bus Drivers, Regular Bus Drivers, Bus Mechanic, Cafeteria Personnel, Supervisory, Professional, Teachers, Administrative, Executive, Managerial, Guards, and Crafts Employees.

#### **3. MAINTENANCE OF MEMBERSHIP**

The UNION shall furnish the Board with a complete list of all employees who are members in good standing of the UNION as of the date of the Agreement. The UNION hereby agrees to indemnify the BOARD against any award or judgment arising out of any legal claim made against the BOARD by any employee because of his unlawful discharge by the BOARD at the request of the UNION pursuant to the provisions of this Article. In addition, should any such discharge be finally adjudicated as unlawful, the UNION will reimburse the Board for any reasonable legal expenses incurred.

**4. PROBATIONARY PERIOD**

The first ninety (90) working days of employment shall be a probationary period and the BOARD shall have the right to discharge a probationary employee without assigning any reason for the discharge and shall not have recourse under the grievance procedure.

**5. DUES CHECKOFF**

A. The BOARD agrees that it will, on the first payroll in each month, deduct the UNION dues from the pay of each employee and transmit the same with a list of such employees to the Business Representative of Local 469 I.B.T. within ten (10) days after the dues are deducted.

B. The UNION agrees to furnish written authorization, in accordance with the law, from each employee authorizing these deductions.

C. The UNION will furnish to the BOARD a written statement of the dues to be deducted.

D. The UNION agrees to indemnify and hold the BOARD harmless from and against any and all claims arising under this provision.

E. Agency Shop clause for employees who elect not to be members of the union to be deducted from their pay a representation fee up to 85% in lieu of dues. Cap to be in conformance with other employee groups.

**6. SHOP STEWARDS**

A. The BOARD recognizes the right of the UNION to designate shop stewards and alternates.

B. The authority of shop stewards and alternates so designated by the UNION shall be limited to, and shall not exceed the following duties and activities:

(1) The investigation and presentation of grievances.

(2) The collection of monies when authorized by appropriate local UNION action.

(3) The transmission of such messages and information which shall originate with, and are authorized by the Local UNION or its officers.

C. Shop Stewards and Alternates have no authority to take strike action, or any other action interrupting the BOARD's business. The BOARD recognizes these limitations upon the authority of such individual shop stewards and their alternates, and shall not hold the UNION liable for any such individual's unauthorized acts.

D. Shop Stewards and Alternates shall be permitted to investigate present, and process grievances without loss of time and pay. Such time spent in handling grievances shall be considered working hours, in computing daily and/or weekly overtime.

E. There shall be one (1) chief shop steward. There shall be in addition to the chief steward three (3) area stewards in the Custodial Unit. The chief steward shall enjoy super seniority for job protection.

**7. VISITATION RIGHTS**

A. A representative or representatives of the UNION shall have access during working hours to all facilities, buildings, grounds, and other places in which employees covered by this Agreement work for the purpose of adjusting grievances, negotiating the settlement of disputes, investigating working conditions and generally for the purpose of carrying into effect the provisions and aims of this Agreement.

B. Visitors will be limited to accredited representatives of the LOCAL UNION.

C. Visitors will make known their presence prior to carrying on the purposes of the visit to the following for each representative unit of employees:

UNIT	NOTIFICATION TO
Custodial	
Maintenance	Business Administrator/ Board
Stockroom	Secretary or his/her designee
Groundskeeper	

**8. BULLETIN BOARDS**

The Board agrees to provide a suitable UNION bulletin board in each place of work for the posting of official notices relating to UNION meetings and other UNION affairs.

**9. NON-BARGAINING UNIT PERSONNEL**

A. Supervisors and other non-bargaining unit personnel shall not be permitted to perform work normally performed by employees covered by this Agreement except as provided for herein:

**CUSTODIAL UNIT**

(1) To replace an employee who is not qualified to continue the assignment.

(2) Temporary extra help may be employed during the summer to permit scheduling of vacations and at any time to assist with major clean-up assignments and/or emergencies.

B. Substitutes will be used to fill temporary vacancies caused by absences. "It is understood, however, that the BOARD will not fill such vacancies exclusively with substitutes but allow coverage with overtime whenever it is practicable to do so."

C. The Board agrees that this provision is not intended to in any way deny employees the opportunity to earn wages.

## **10. CONTRACTING OUT**

A. The BOARD agrees that it will not contract out any Custodial Unit / Maintenance work if such work can be done by the existing employees within the time such work is required to be completed.

B. During any period of time when an independent contractor is performing work of a type customarily performed by covered employees in a particular unit, the BOARD may not lay-off any employees of the BOARD, from such unit.

## **11. NON-DISCRIMINATION**

Nether the BOARD nor the UNION will discriminate against any employees or those seeking employment because of race, creed, color, sex, age, or national origin, nor because of membership or on-membership in any church, society, maternity or union.

## **12. POLYGRAPH TEST**

The BOARD shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

## **13. SEPARABILITY**

In the event that any provision of this Agreement shall at any time be declared invalid by any court or competent jurisdiction or through Government regulations or decree, this entire Agreement shall not thereby be invalidated, but the effect thereof shall be limited to the provisions thus affected.

## **14. MILITARY LEAVE**

An employee enlisting or entering the Military or Naval Service of the United States, pursuant to the provisions of the Universal military Training and Service Act and amendments thereof, shall be granted all rights and privileges by the Act.

**15. NOTIFICATION TO THE UNION**

A. The BOARD will notify the Shop Steward and the Business Representative in writing of all promotions, demotions, transfers, suspension and discharges.

B. The BOARD will notify the UNION in writing prior to a layoff. The UNION will be notified verbally of an intended discharge.

C. The BOARD will make available to the UNION an updated list of covered employees showing name, address, classification, rate of pay, date of hire, date of entry in classification, and Social Security number.

D. The BOARD will notify the UNION of additions and deletions as they occur.

**16. SENIORITY**

A. Seniority is defined to mean preference in employment based on the length of continuous service with the BOARD from the date of initial hire providing such service has not been terminated by:

(1) Quitting

(2) Discharge

(3) Expiration of recall rights

B. If a new employee is retained by the BOARD beyond the probationary period, his seniority will be retroactive to date of employment.

C. Seniority shall prevail in matters of layoff, recall, transfer, demotion, vacation, overtime, personals days, reduction in workforce, change in building assignment proven by written documentation will be made by mutual agreement and any bidding procedures where applicable except as otherwise provided in this Agreement.

**17. POST AND BID PROCEDURE**

A. It is the intention of the BOARD to fill job vacancies from within each specific bargaining unit before hiring new employees.

B. The BOARD shall post all permanent vacancies. The BOARD shall prepare a notice stating the name of the job classification, location of assignment and requirements. In addition, the statement shall invite bids. This notice shall be posted on all bulletin boards for five (5) working days. In addition, the BOARD agrees to publish a notice for bid to each employee. . The shop steward will be responsible for notifying employees who are absent from work during any of the five days that the notice is posted.

C. The vacancy shall be awarded to the senior most qualified employee who submits a bid unless the employee is ineligible as provided hereafter. Individuals' qualifications for all promotions shall be kept on file.

D. A successful bidder will be granted a trial period of ninety (90) calendar days on the new assignment. During his trial period, the successful bidder will be compensated at the rate of pay for the new classification. The UNION and the employee will be kept advised of the bidder's progress in learning the new assignment and be given every reasonable assistance to successfully meet the requirements of the job. If the bidder fails to successfully meet these requirements within the ninety (90) calendar day trial period, such person may be returned to the classification last held and such person shall assume seniority and pay as though such old classification had never been left.

E. When a move is made to another job within the same classification there shall be no probation period.

**18. SICK DAYS AND SICK LEAVE**

**A. SICK DAYS**

Employees shall be entitled to sick days at the beginning of each contract year without loss of pay in accordance with the following schedule:

<u>TYPE OF EMPLOYMENT</u>	<u>NUMBER OF SICK DAYS</u>
Twelve (12) month employee	Twelve (12) days

Unused sick days shall be accumulated from year to year with no maximum limit.

**B. SICK LEAVE**

(1) Employees with less than six (6) years of employment may receive the difference between their salary and wages paid to a substitute for thirty (30) days after their cumulative sick days have been exhausted only once for same occurrence upon petition to the Board.

(2) Employees with more than six (6) years of employment may receive the difference between their salary and the wages paid to a substitute for ninety (90) days after their cumulative sick days have been exhausted for each occurrence upon petition to the Board, provided there is a break of at least thirty (30) calendar days.

(3) No sick leave entitlement is to accrue to employees while on leave of absence.

(4) An employee who exhausts sick leave in 2A. and 2B. shall be granted a leave without pay not to exceed a two (2) year period.

(5) Employees on sick leave will continue to accrue seniority.

(6) Employees shall be provided with an annual accounting of accumulated sick leave by September 30th upon request.

(7) Employees who are reporting out sick will call the Director of Facilities or his designee and the absentee tape by the following times:

DAY SHIFTS: 5:30 AM      NIGHT SHIFTS: 12:00 PM

(8) Employees taking a sick day before or after a holiday will be required to provide a doctor's note certifying the reason for the sick day.

**19. LEAVE OF ABSENCE**

Any recognized official of the UNION will be granted a leave of absence without pay of up to seven (7) days per year for the purpose of attending to UNION business outside the premises of the BOARD. Other leaves of absence without pay may be granted by the BOARD for good reason.

**20. SUPPLEMENTAL LEAVES OF ABSENCE**

A. Supplemental leaves of absence without pay may be granted by the Superintendent of Schools provided that the needs of the service permit and also provided that overtime coverage is not required by the granting of the leave of absence without pay. Request must be made at least forty-eight (48) hours in advance of the start of such leave, except in cases of emergency.

B. Other leaves of absence without pay may be granted by the BOARD for good reasons.

**21. PERSONAL DAYS AND JURY DUTY**

**A. PERSONAL DAYS**

(1) All Employees will be granted personal days with pay in accordance with the following schedule:

**YEARS OF EMPLOYMENT NUMBER OF PERSONAL DAYS WITH PAY AS OF JUNE 30<sup>th</sup>**

Less than one year	Prorate one (1) day for each four (4) months of completed employment
One year but less than five years	Three (3) days.
Five years or more	Four (4) days

(2) Employees requesting a personal day must receive approval from the Director of Facilities or his /her designee three (3) days before taking such leave. In the event an employee desires to use a personal day in an emergency situation, the employee shall report his/her intent to be absent in the normal manner. On the first day the employee returns to work, the employee shall submit a personal day request, with the emergency reason stated to the Superintendent, or his/her designee for approval/disapproval.

(3) Unused entitlement of personal days with pay shall be added to such individual employee's accumulated sick leave entitlement.

(4) The Superintendent will consider granting a personal leave day either on the scheduled work day prior to or following Independence Day and prior to Labor Day.

(5) A "day without pay" (formerly referred to as A "deduct day") will not be granted by the Superintendent until all of the employee's personal days and vacation days have been exhausted. If the employee has no remaining personal days or vacation days and takes a "day without pay," the employee will lose that day's pay and may be subject to progressive discipline as followed by the Board of Educations policies and procedures (ie, Verbal reprimand, Formal reprimand, Suspension & Termination).

## B. JURY DUTY SERVICE

(1) Any employee who is called to Jury Duty shall immediately notify the employer.

(2) An employee who is excused from Jury Duty Service on any day shall report for work on such day.

(3) An employee shall not be required to report back to work on any day he is in attendance at court for Jury Duty Service regardless of the employee's shift.

(4) The employer agrees to pay the employee a full day's pay for each day of Jury Duty Service in addition to whatever compensation such employee may receive as Jury Duty Service fees from the court.

## **22. EXTENDED LEAVE OF ABSENCE**

### A. Anticipated Disability Leaves

(1) Any employee who anticipates undergoing a state of disability such as but not limited to surgery, hospital confinement, medical treatment or pregnancy may apply for a leave of absence based upon said anticipated disability in accordance with provisions hereinafter set forth.

(2) Employees requiring time off for reasons of disability are required to request such leave of the Board on the form included in this contract, through the Superintendent, as soon as the condition which may result in disability is known.

(3) Any employee who desires to continue in the performance of his or her duties during a period prior to a state of disability shall be permitted to do so provided said employee produces a statement from his or her physician stating that said employee is physically capable of continuing to perform his or her duties and further stating up to what date in the opinion of said physician the employee is capable of performing said duties.

(4) The employee requesting a leave under the provisions of Section A. shall specify in writing on the form included in this contract the date on which the disability is anticipated to commence and terminate.

(5) The employee requesting leave under Section A. must produce a statement of his or her physician stating that the employee is or will be disabled pursuant to Section A.1. The statement must include anticipated commencement and termination dates for said disability.

(6) The Board retains the right to set the start date and/or return date for said leave in order to avoid interference with the administration of the schools or with the education of its students. Should the Board choose to accelerate a starting date for an anticipated disability leave under this provision, the date will be set no earlier than the first day of the month in which the employee anticipates leaving. The employee shall not lose any insurance benefits if his/her starting date is accelerated under this provision.

(7) The Board shall have the right to require any employee who has been on a disability leave and who desires to return to his or her duties by a fixed date following recovery from disability to produce a certificate from his or her physician stating that he or she is capable of resuming his or her duties.

(8) During the period of actual disability an employee granted an unpaid leave of absence may use accumulated sick leave pursuant to the provisions of N.J.S.A. 18A:30-1 et seq.

(9) The provisions of Section A. shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence of any employee beyond the end of the contract school year in which the leave is obtained.

#### B. Child-Rearing Leave

(1) In the case of a birth of a child, any employee shall have the right to apply for a leave without pay for child-rearing purposes.

(2) Applications for child-rearing leave shall be made by the employee to the Superintendent at least sixty (60) days prior to the anticipated birth of the child. Employees shall utilize the form included in this contract for this purpose.

(3) Child-rearing leave shall be granted to all employees for a period of up to the end of the work year in which the birth of the child occurs. Such leave shall, upon the request of the employee, be extended for one (1) additional work year, providing application is made no later than March 15 of the prior work year. Except in the case when the child is born after March 15, the application shall be made no later than July 1.

(4) Any employee adopting a child shall be granted a child-rearing leave which shall commence upon receiving de facto custody of said infant, or earlier if necessary, to fulfill the requirements for the adoption. The employee shall notify the Superintendent as soon as the employee knows of the date of custody.

(5) An employee may request to terminate an unpaid leave of absence under Sections B.3. and B.4. prior to the termination date adopted by the Board. The Board may deny such a request based upon its determination that the earlier leave termination date would interfere with the administration of the schools or its students.

(6) An employee returning from an unpaid leave of absence under B.3. and B.4. above shall be placed in a position comparable to that which they held prior to the leave.

(7) The provisions of Section B. shall not be deemed to impose on the Board any obligation to grant or extend a leave of absence to any employee beyond the termination date of his or her contract.

C. Other leaves of absence may be granted by the Board for good reason.

(1) Employees leaving for pregnancy disability purposes shall have extended insurance coverage until the termination of the work year in which the pregnancy disability occurs.

(2) All benefits to which an employee was entitled at the time his or her sick leave commenced under this Article including unused accumulated sick leave shall be restored to him upon his return.

(3) All applications for extensions or renewals of leaves shall be made in writing.

D. Employees on a leave of absence pursuant to the provisions of this Article shall submit to the Superintendent written notice of their intent to return to work no later than April 1 of the school year preceding the year in which they intend to return. Failure to submit this notification will be considered as a resignation.

**23. BEREAVEMENT DAYS**

A. An allowance of five (5) bereavement days will be granted for a spouse, child, mother, father, step-parents, step-children, siblings, or “significant other,” civil union” partner as defined by the state without deduction in pay in case of death provided the leave can be taken within ten (10) days. will be granted without deduction Significant other shall be defined as two adults living in the same household as domestic partners in an established relationship, acknowledged by the parties, with co-mingled financial obligations.

B. Three (3) bereavement days will be granted for mother-in-law, father-in-law, grandmother, grandfather, and grandchildren, provided these can be taken within seven (7) days.

C. In the event of a death of an employee’s brother-in-law, sister-in-law, son-in-law, daughter-in-law, an allowance of (1) work day will be granted without deduction in pay provided that this can be taken within seven (7) work days of the aforementioned death.

D. An allowance of one (1) school day for attendance at delayed funeral services for relatives in the above-mentioned categories under extenuating circumstances according to the discretion of the Superintendent.

**24. PENSION AND ANNUITY FUNDS**

A. The BOARD agrees to make available to all employees covered by this Agreement all the benefits provided for in the Teacher’s Pension and Annuity Fund or the Public Employee’s Retirement System, whichever is applicable.

B. Pension shall be based on regular straight time wages and other compensation entitlements such as Firemen compensation, Leadman compensation, and Longevity pay.

## **25. HEALTH CARE INSURANCE PROTECTION**

### **A. Health Benefits**

Effective July 1, 2008 the Board shall provide the Healthcare Insurance designated below:

A Preferred Provider Organization (PPO) Plan will be offered to all eligible employees and their dependents for the July 1, 2001 to June 30, 2002 year. Thereafter, 20% of any premium rate increase from the Insurance Company will be paid by the employees. The Board will pay the remainder of the premium until June 30, 2011. Effective July 1, 2008, the PPO Plan office visit copay will remain at \$15.00.

As of July 1, 2007, the new employee contribution schedule will be based on 20% of the difference between the July 1, 2004 PPO PLAN Base Rates and the July 1, 2007 policy period rates. The employee contributions will be frozen until June 30, 2010. Effective June 30, 2011 contributions will be 20% of the difference between the July 1, 2007 policy period rates and the July 1, 2011 policy period renewal rates

A Point of Service Plan (POS) will continue to be offered to all eligible employees as an alternative to the PPO Plan above at no extra cost to the employee. If in any subsequent year the POS Plan rates exceed the 1998, -99 PPO Plan rates, employees will be required to pay 20% of the premium that exceeds the 2001-2002 PPO rates. Effective July 1, 2005, the POS Plan employee contributions will be eliminated and the POS Plan will be provided free to employees, as long as the average cost of the POS Plan remains below the average cost of the HMO Plan. The average cost of both the POS and HMO Plans will be calculated as follows: Add all four (4) monthly rate tiers (i.e. Single, Parent/Child[en], Employee/Spouse, Family) and divide by four to determine the average monthly plan cost of each Plan separately. If at any time the POS Plan average monthly cost exceeds the HMO Plan, employees will be required to pay 20% of the difference for their enrollment tier.

The existing Aetna, Inc. HMO will continue to be offered at no cost to the employee. If at any time there are less than five (5) employees enrolled in this plan, the Board will have the right to cancel the Plan as of the following July 1<sup>st</sup>. The employee will be required to pay the difference in the premium, if any, between the PPO Plan and the Aetna, Inc. HMO.

The Pre-Admission Certification Review maximum penalty is 400.00 per incident.

B. Dental Plan

Effective July 1, 2008, each employee shall receive dental coverage from Horizon Healthcare Dental Services, which includes a Dental Maintenance Organization Plan. The Board has the right to change dental carriers at any time so long as the new carrier provides the same or better coverage than the Traditional portion of the Dental Plan only. The dental plan will continue for the term of the agreement expiring July 1, 2011.

C. Prescription Plan

Prescription Drug Benefits will only be provided if the employee elects to enroll in the Prescription Drug Plan and pays the required employee contributions.

As of July 1, 2008, employee contributions for the Prescription Drug Plan will be required as follows: 40% of the annual cost that exceeds \$ 900 per covered employee. The Prescription Drug copayments will increase to Brand \$ 20, Generic \$ 10, Mail Order \$ 5.

D. The Board reserves the right to change insurance carriers at any time, provided that the coverage provided by the new insurance carrier is equal to or better than the PPO plan.

E. The Board shall reserve the right to consider other plans, subject to Article 2 of this Agreement.

F. Any changes to insurance plans require supporting documentation.

G. Employees who waive their right to receive health insurance (whether PPO, POS or HMO

coverage) and prescription benefits will receive an annual payment in lieu thereof as follows:

\$ 3,000.00 for waiver of family coverage

\$ 2,500.00 for waiver of parent/child or husband/wife coverage

\$ 2,000.00 for waiver of single coverage

Employees electing to waive such coverage and benefits must first provide the Board's Business Administrator/Board Secretary with proof of other health insurance coverage for the employee and the employee's dependents. If an employee loses his/her out-of-district medical and prescription coverage, he/she shall have the option of enrolling in the district's medical plan.

**26. DISCHARGE AND DISCIPLINE**

A. The Board shall not discharge or discipline or suspend an employee without just cause.

B. Before any employee shall be disciplined or suspended or discharged, there shall be a conference held between the MEMBER and BOARD or its representatives within seventy two (72) hours. Unless an urgent or emergency situation requires otherwise, employees will be given a one (1) day written notice in advance of any such meeting. Employees shall be entitled to have union representation present. An employee may be subject to an immediate suspension prior to a hearing, if the employee's action is a danger to people's safety or involves illegal activity.

C. All warnings must be given in writing, and a copy of such warning shall be given to the employee, the Shop Steward and the Business Representative

**27. GRIEVANCE AND ARBITRATION PROCEDURE**

A. A grievance within the meaning of the Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter involving interpretation or application of any provisions of this Agreement.

B. An aggrieved employee shall present his grievance in writing within ten (10) work days of its occurrence or such grievance will be deemed waived.

C. In the event of such grievance, the steps hereinafter set forth shall be followed:

Step 1: The employee and the steward or the employee individually but in the presence of a steward shall take up the complaint with the immediate supervisor. In the event the complaint is not satisfactorily settled within two (2) working days the employee or the steward shall forward the grievance to the next step in the procedure.

Step 2: The chief steward will discuss the grievance with the head of the department involved. In the event the grievance is not satisfactorily adjusted within two (2) working days, the grievance will be heard at the next step.

Step 3: The UNION representative and the BOARD or the BOARD representative, shall meet to discuss the grievance within three (3) working days at the completion of the previous step. In the event of failure to reach a satisfactory adjustment of the grievance within five (5) working days, the grievance may be taken to arbitration by either party upon notice to the other party.

D. If, in any of the foregoing steps, either party fails to carry out the procedures involved in these steps, the other party may take the dispute to arbitration.

E. Time limits may be extended by mutual consent of the parties.

F. ARBITRATION: Either party may apply to the Public Employment Relations Commission (PERC) for the appointment of an arbitrator.

(1) The decision of the arbitrator shall be final and binding upon the parties hereto and the arbitrator's fees shall be borne equally by the parties.

(2) It shall be the intention of the parties to settle all differences between the BOARD and the UNION through the grievance and arbitration provisions of this Agreement. Therefore, the Board agrees that it will not lock out its employees and the UNION agrees that it will not sanction a strike, slow down, or work stoppages during the life of this Agreement.

(3) The Arbitrators shall not have the right to in any way change, add to, or delete from the terms of this Agreement.

## **28. RATES OF PAY**

A. Employees will be classified in accordance with skills used and shall be paid not less than the minimum for such classification in accordance with the Salary Guides which are attached hereto and made part of this Agreement.

B. Any position not covered by Schedule 1 or any positions which may be established during the life of this Agreement shall be subject to negotiations between the BOARD and the UNION. Such positions shall not be established and put into operation until such time as agreement is reached between the parties as to the classification and rate of pay for the position. In the event that the parties are unable to agree as to the classification and rate of pay for the job in question, such dispute shall be submitted to the grievance procedure and arbitration machinery contained in this Agreement, and provided the positions created will not in any way erode or combine present classifications.

C. The BOARD agrees to pay salaries semi-monthly. Wages for overtime hours worked will be included in the pay coverage wages for the subsequent period.

## **29. HOURS OF WORK**

A. Custodian, Custodian /Worker Variably Assigned, Worker Variable Assigned, Leadperson, Maintenance Worker, Truck Driver, Stock Room Person and Groundskeepers.

(1) The work week for all current employees shall consist of eight (8) hours per day for five (5) consecutive days, Monday through Friday. The work week for newly added positions after July 1, 2002 will consist of eight (8) hours a day for five (5) days. This will cover all members of the unit covered by this contract.

(2) The specific hours of work are stipulated in Schedule 1 below.

<u>SCHEDULE 1</u>	<u>START</u>	<u>STOP</u>
First Shift	7:00 a.m.	3:00 p.m.
Second Shift	11:00 a.m.	7:00 p.m.
Third Shift	3:00 p.m.	11:00 p.m.
Fourth Shift	7:00 p.m.	3:00 a.m.
Fifth Shift	11:00 p.m.	7:00 a.m.

A \$ .50 per hour differential will be paid to Fifth Shift workers.

NOTE: The changes in building use at the High School and Middle School necessitates that for the Monday-Friday schedule, one custodian work from 7:00 a.m. to 3:00 p.m. and one custodian work from 11:00 a.m. to 7:00 p.m. The Second Shift of 11:00 a.m. to 7:00 p.m. will allow for a more equitable work load for these two schools with the elementary schools. With additional anticipated community use of all existing schools and the new U.E.S., the Fifth Shift has also been added.

SPECIAL SCHEDULES

Day Leadpersons HS, MS, SUES	7:00 a.m.	3:30 pm
HS – only one	6:00 a.m.	2:00 p.m.
MS – only one	6:00 a.m.	2:00 p.m.
Stockroom	8:00 a.m.	4:00 p.m.
Truck Driver	7:30 a.m.	3:30 p.m.
Maintenance	7:00 a.m.	3:00 p.m.
*Day Leadpersons at HS, MS, SUES cannot work early shift except if requested by Director of Facilities or his/her designee.		

(3) Generally, summer hours shall be 7:00 a.m. to 3:00 p.m. Hours may be modified at the Middle School and High School at the discretion of the principal to accommodate building needs and activities.

(4) At its discretion, the Board may schedule new hires for a shift that runs from Tuesday to Saturday. This shift will be available to current employees through the bid process.

(5) The Board will be adding a new position of Custodian/Worker Variably assigned with the following schedule if needed and qualified:

Tuesday-Friday from 3:00 p.m. to 11:00 p.m.

Saturday from 7:00 a.m. to 3:00 p.m.

This person will be assigned to any building or duty as needed from Tuesday-Friday. On Saturday, this person will most likely be assigned to the High School which has the greatest degree of Saturday activity, but may be assigned to any building at the discretion of the Supervisor. This position will be offered to current members of the unit through the bid process before seeking new applicants.

<b><u>SCHOOL</u></b>	<b><u>DAY</u></b>	<b><u>NIGHT</u></b>
HS	3	
MS	3	7
SUES	3	6
ARLETH	1	3
EISENHOWER	1	2
SELOVER	1	1/2
TRUMAN	1	2
WILSON	1	2
MAINTENANCE	5	2
GROUNDS	2	0
STOCKROOM	2	0
DISTRICT	1	1/2

(6) At its discretion, the Board may offer an option whereby an employee can elect one day off from Monday through Friday and work either Saturday or Sunday as part of the employee's forty hour work week without over-time being accrued.

(7) If there is less than a two (2) hour break between shifts, the worker will be allowed to work the shifts consecutively and leave early, provided the hours of work are equal to the two original shifts.

(8) The hours of work for the Groundskeeper Variably Assigned shall be determined on an as-needed basis by the Supervisor of Buildings and Grounds depending upon seasonal needs and requirements, but shall be either:

Tuesday – Saturday 7:00 a.m. to 3:00 p.m. or  
 Monday – Friday 7:00 a.m. to 3:00 p.m.

(9) Staffing adjustments will be made as needed throughout the district.

**30. PREMIUM PAY**

A. The Board agrees to pay one and one half (1 ½) times the straight time hourly rate for work performed

(1) In excess of eight (8) hours in a calendar day except special schedule for leadpersons shall follow 8.5 hours in a calendar day.

(2) In excess for forty (40) hours in a work week except special schedule for leadpersons shall follow 42.5 hours in a work week.

(3) On any Saturday and/or Sunday which is not part of the employee's regular forty-hour work week.

(4) On any observed holiday; in addition to holiday pay entitlement, if any.

B. Double time pay for overtime after 12 hours continuous work.

C. Requests to work overtime shall not be cancelled once the overtime assignment is made.

D. Employee(s) called-in shall be guaranteed four (4) hours work or pay in lieu thereof whenever applicable, premium pay rules shall apply. The four (4) hour minimum shall also apply to scheduled work on Saturdays, Sundays and Holidays.

E. The BOARD will pay towards an overtime meal when an employee is required to work ten (10) hours or more and for each succeeding four (4) hours of work according to the following schedule:

2005-2006	-	\$12.00
2006-2007	-	\$12.00
2007-2008	-	\$12.00

F. Overtime will be equalized to the fullest extent practicable within each work group.

G. The BOARD shall not substitute compensatory time off in place of wages earned.

**31. HOLIDAYS**

A. The holiday calendar shall be established annually by mutual agreement no later than March 15. The calendar shall include 17 holidays and be distributed by the Board in writing to all members.

B. Holidays for subsequent contract years will be stipulated in a special memorandum to all concerned.

C. The BOARD reserves the right to reschedule one or more holidays during the year without 30 day notification to the UNION if the school calendar has been revised. The rescheduled holiday will be agreed upon mutually.

**32. VACATIONS**

A. Employees will be entitled to vacation with pay in accordance with the following employment schedule:

<b>YEARS OF EMPLOYMENT</b>	<b>ENTITLEMENT VACATION WEEKS</b>
1 year but less than 5 years	2
5 years but less than 10 years	3
10 years but less than 20 years	4
20 years but less than 25 years	5
25 years or more	6

Employees hired on or after July 1, 1993 shall be entitled to a maximum of four (4) weeks vacation as outlined above.

B. Employees hired prior to January 1 shall accrue one (1) day vacation for every month worked not to exceed ten (10) days to be taken the succeeding July 1 for the purpose of computing vacation entitlement only. Employees hired after January 1 shall accrue one (1) day vacation for every month worked not to exceed five (5) days to be taken the succeeding July 1 for the purpose of computing vacation entitlement only. Employees who are employed more than fifteen (15) days in any month shall have met the requirement for a full month employment for the purposes of vacation day accrument only.

C. In the event a holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation pay. Snow days are not included for the purpose of this provision, no extension of vacation may be taken because of snow days during vacation.

D. Vacation shall be selected and scheduled by April 15 of each year. If not scheduled must submit request two months prior to vacation request date, based upon availability.

E. Senior employees shall be given preference in the selection of vacation period. Vacations shall be scheduled July 1st through June 30th provided operation permits.

F. Vacation period may be changed provided no conflict is encountered.

**33. LAYOFF AND RECALL**

A. The BOARD may reduce the working force only due to lack of work. In such event, the following procedure shall be adopted:

(1) The employee with the least amount of seniority regardless of classification will be the first laid off.

(2) Notice of such layoffs shall be given at least one (1) week before the scheduled layoff.

(3) Any employee laid off shall be placed on the recall list for a period of two (2) years.

(4) The BOARD, upon rehiring shall do so in the inverse order of seniority. The BOARD shall rehire the last employee laid off providing, however, that such employee has the qualification for the position for which he is rehired. Under no circumstances shall the BOARD hire from the open market until employees on the recall-list are qualified to perform the duties of the vacant position are ready, willing and able to be re-employed.

(5) Any notice of re-employment to an employee who has been laid off shall be made by registered mail to the last known address of such employee.

(6) The employee must notify the BOARD within ten (10) working days of intent to return to work.

(7) The employees shall give notice of intent to return within ten (10) working days of receipt of reemployment notices and actually return to work within thirty (30) calendar days.

(8) In the instance of recall when individuals have been hired on the same date, call backs, effective September 1, 1986 will be based on the date of application.

### **34. TERMINAL LEAVE PAY**

Immediately prior to retirement, an employee will be granted a number of days off with full pay equal to one half (1/2) of unused sick days, or the employee may elect to work until his retirement day and receive an additional pay equal to one half (1/2) of unused sick days with a maximum of ninety-five (95) days.

### **35. UNIFORMS**

All members of the unit are required to report to work in a clean and presentable uniform consisting of a laundered, unwrinkled shirt and pants. Safety shoes are part of the worker's uniform and must be worn daily. Any change in the required uniform or safety shoes must be authorized by the Supervisor of Buildings and Grounds and/or required by a doctor's certification. The color, style and manufacturer of the uniform's component parts will be mutually agreed upon by a Teamster's committee and the Board of Education.

A. Each year, the Board will maintain/replace if needed for each member of the unit, seven (7) long sleeve shirts, seven (7) short sleeve shirts, and seven (7) pairs of pants. These items will be maintained by the worker.

B. Each year, the Board will reimburse all members of the unit for a pair of safety shoes not to exceed a cost of \$ 150.00. A receipt and certification statement must be signed by the employee attesting to compliance with OSHA standards for his/her job description in order to receive reimbursement for shoes.

C. Maintenance, stockroom and groundskeepers will be provided with one (1) jacket each year. Winter jackets will be provided for custodians every three (3) years.

D. Every three (3) years, foul weather gear will be supplied to every employee covered by this agreement.

E. New employees hired prior to December 31<sup>st</sup> of the current year will receive a full complement of shirts, pants and shoes. Anyone hired after December 31<sup>st</sup> will receive his/her full complement of shirts, pants and shoes on the date of hire but not be issued another set on July 1<sup>st</sup> of that year.

### **36. LONGEVITY**

Employees will be entitled to longevity pay in accordance with the following schedule.

Longevity increments will be paid each year as per the following guide based on service in the Sayreville school system. Employees shall receive longevity, when applicable, if the employee has maintained continuous service (in pay stubs or on an approved leave of absence). Employees who are rified and return do not undergo a break in service for the purposes of this section. The period during which the rified employee is on layoff does not count toward the requisite number of years to qualify for payment. Longevity payments begin on the first day the employee works during the years of continuous service listed below. For example, after fifteen (15) years of continuous service, an employee would qualify for longevity on the first day he/she works beginning with his/her sixteenth (16<sup>th</sup>) year of continuous service, the term “years” refers to years of completed employment prior to December 31<sup>st</sup>. If the years of employment are completed after December 31<sup>st</sup>, the stipend shall be payable on July 1<sup>st</sup> of the following year.

YEARS OF EMPLOYMENT COMPLETED	LONGEVITY PAYABLE JULY 1		
	2008-09	2009-10	2010-11
6 years	\$ 560.00	\$ 560.00	\$ 560.00
11 years	720.00	720.00	720.00
16 years	1025.00	1025.00	1025.00
21 years	1080.00	1080.00	1080.00
26 years	1135.00	1135.00	1135.00
31 years	1300.00	1300.00	1300.00
36 years	1400.00	1400.00	1400.00
41 years	1500.00	1500.00	1500.00

**37. PHYSICALS**

All physicals required by the BOARD or by law shall be paid for by the BOARD except when verification of illness is requested by the Administration.

**38. MAINTENANCE OF STANDARDS**

Protection of Conditions - The BOARD agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the standards in effect at the time of signing of this Agreement and the conditions of-employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that provisions of this agreement shall not apply to inadvertent or bona fide error made by the BOARD or UNION in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

The provision does not give the board the right to impose or continue wages, hours and working conditions less than those contained in this Agreement.

**39. WORK RULES**

The BOARD may establish general work rules for its employees provided such rules are not in conflict with the agreement, and are neither arbitrary or unreasonable. The application of this provision shall in no way be used to reduce the benefits, terms or working conditions of the employees. The BOARD agrees to present in writing to the UNION an intended rule at least thirty (30) days prior to its effective date. Upon request of the UNION, a discussion will take place within the thirty (30) day period.

In cases where the BOARD needs to assign employees to different title jobs, the BOARD shall provide 24 hour notice to the employee affected except in cases of emergency. Every effort shall be made to determine the length of position change. When an employee is moved from one job site to another to cover a vacancy, the Board shall make every effort to fill the vacancy as expeditiously as possible and in no case shall an

employee be mandated to leave his bidded position for more than ninety (90) workdays. This may be extended for an additional thirty (30) days upon the mutual agreement of the employee and the Supervisor of Buildings and Grounds.

**40. PROFESSIONAL DEVELOPMENT**

The Board recognizes the need for employees to engage in continuing education and training to meet the needs of changing technology in the workplace and to enhance job performance. The Board will reimburse an employee up to \$ 500.00 per year for courses and/or training which are directly related to the employee's current assignment.

To qualify for this reimbursement, the employee must:

A. Submit a request for course/training reimbursement to the Superintendent or his/her designee before registration is made.

B. Receive written approval of course reimbursement eligibility from the Superintendent or his/her designee before registration is made.

C. Provide written evidence from the course/training provider that the previously approved course/training was taken and successfully completed.

D. Upon obtaining their black seal license at the discretion of the Superintendent or his/her designee an individual may request additional reimbursement for advancing his/her field of expertise.

**41. OTHER CONDITIONS**

**A. ALL UNITS COVERED IN THIS AGREEMENT**

The BOARD shall pay the State fee for the grant or renewal of any special licenses which the employee is required by State law to have in the performance of the duties and responsibilities covered by the employee job classifications, except license to operate motor vehicles.

**42. TERM OF AGREEMENT**

This agreement shall become effective on July 1, 2008 and shall be in full force through and including June 30, 2011 and thereafter for one (1) year periods as respect the BOARD or the UNION unless notice is given in writing by the BOARD or the UNION not later than sixty (60) days prior to any such termination.

IN WITNESS WHEREOF, the parties have executed this Agreement this day of April 8, 2008

FOR THE UNION LOCAL 469, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen & Helpers of America.

\_\_\_\_\_  
Michael Broderick

\_\_\_\_\_  
Barry Proudman

\_\_\_\_\_  
John Forestano

\_\_\_\_\_  
Randy Litz

\_\_\_\_\_  
Charles Treihart

\_\_\_\_\_  
Douglas Zink

\_\_\_\_\_  
Date:

FOR THE BOARD, Board of Education, Borough of Sayreville, New Jersey.

ATTEST:

\_\_\_\_\_  
Michael J. Macagnone  
President

\_\_\_\_\_  
Emidio D'Andrea  
Business Administrator /  
Board Secretary

\_\_\_\_\_  
Pat Lembo, Chair

\_\_\_\_\_  
Thomas Biesiada

\_\_\_\_\_  
Date:

**UNIT NOTES**

(1) All increments are effective July 1st of any given year. To be eligible for the initial increments a person must be in the employ of the Board prior to December 31 of that year.

(2) Each employee who holds a Black Seal Fireman’s License shall have added to their annual salary \$1200. Any employee hired on or after July 1, 1996 must pursue and register in a “Black Seal” license program within eighteen (18) months of date of the employee’s hire and continue to retest within a three month period prescribed by law or be discharged without recourse to Article 27.

(3) Compensation of Leadpersons is as follows which shall be added to the annual salary of eligible employees:

(1) Elementary School	1000 per year
(2) Middle School - night	1000 per year
(3) High School - night	1000 per year
(4) HS, MS, SUES - day	2000 per year

(4) Compensation for Firemen’s License, Leadman and Longevity pay shall be considered as base pay for paid absences, pension and overtime.

(5) To convert salary to hourly rate for the purpose of computing overtime, total straight time annual wages are divided by 2080 hours.

(6) Mileage to be paid in accordance with IRS maximum. Travel related expenses shall be reimbursed in accordance with the provisions of N.J.S.A. 18A:11-12, et seq. and Board Policy No. 4231.2

(7) Any upgrade for all positions will receive an additional \$10.00 per day.

(8) If any employee covered by the agreement fills in for a supervisor outside the unit he/she shall receive an additional \$40.00 per day.

**CUSTODIANS**

STEP	2008- 2009	2009- 2010	2010- 2011
1	\$25,576	\$26,076	\$26,576
2	\$26,524	\$26,921	\$27,476
3	\$27,224	\$27,869	\$28,321
4	\$27,924	\$28,569	\$29,269
5	\$28,624	\$29,269	\$29,969
6	\$29,321	\$29,969	\$30,669
7	\$29,927	\$30,666	\$31,369
OFF GUIDE	\$1,448	\$1,345	\$1,400

**MAINTENANCE**

STEP	2008- 2009	2009- 2010	2010- 2011
1	\$27,487	\$27,987	\$28,487
2	\$28,435	\$28,832	\$29,387
3	\$29,135	\$29,780	\$30,232
4	\$29,835	\$30,480	\$31,180
5	\$30,535	\$31,180	\$31,880
6	\$31,232	\$31,880	\$32,580
7	\$31,838	\$32,577	\$33,280
OFF GUIDE	\$1,948	\$1,345	\$1,400

**STOCKROOM/GROUNDSKEEPER**

STEP	2008- 2009	2009- 2010	2010- 2011
1	\$26,376	\$26,876	\$27,376
2	\$27,324	\$27,721	\$28,276
3	\$28,024	\$28,669	\$29,121
4	\$28,724	\$29,369	\$30,069
5	\$29,424	\$30,069	\$30,769
6	\$30,121	\$30,769	\$31,469
7	\$30,727	\$31,466	\$32,169
OFF GUIDE	\$1,448	\$1,345	\$1,400

(9) Job Descriptions - The undersigned hereby acknowledge and agree to review and determine by mutual agreement any and all changes to the Job Descriptions that are part of the collective agreement in force as of this date. The parties further agree to remove from the 2008 negotiations all references to the Job Descriptions and their changes, which will be brought up at some future date.

**DISABILITY LEAVE FORM**

Sayreville School District  
P.O. Box 997  
Sayreville, NJ 08872

Date \_\_\_\_\_

I, \_\_\_\_\_, employed by Sayreville as a  
\_\_\_\_\_

(Name)

(Job Title)

in \_\_\_\_\_ School do anticipate that I shall be unable to  
perform my work duties from \_\_\_\_\_ to  
\_\_\_\_\_. I shall submit a statement from my physician  
confirming my disability\* and detailing the dates requested. The need for this request is

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Address  
\_\_\_\_\_

\*If basis of disability is pregnancy, set forth anticipated delivery date: \_\_\_\_\_.  
If the date of disability is greater than 30 calendar days from anticipated delivery date,  
physician's statement should detail reasons that explain the abnormality.