

11-02

AGREEMENT

Between

Ewing Township Board of Edu. To A  
Board of Education of the Township of Ewing

and

Local 2289, American Federation of State,  
County, and Municipal Employees, AFL-CIO

X July 1, 1986 - June 30, 1988

## PREAMBLE

This Agreement entered into by the Board of Education of the Township of Ewing, hereinafter referred to as the "Employer", and Local 2289, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union" has as its purpose, the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other working conditions of employment.

### 1. RECOGNITION

- 1.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for the following employees under contract including:

Custodian - Regular full time  
Cleaner - Regular full time  
Maintenance Assistant  
Hourly Employee

but excluding substitute, short term and irregular employees.

### 2. UNION SECURITY

- 2.1 The Employer agrees to deduct the Union monthly membership dues from the pay of those employees who individually request, in writing, that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union, and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union together with a list of names of all employees for whom the deductions were made, by the 10th day of the succeeding month after such deductions are made. This authorization shall be irrevocable during the term of this Agreement, or as may otherwise be provided in the applicable statutes.

### 3. REPRESENTATION FEE

- 3.1 The Union shall, on or before September 30, deliver to the Board a written statement containing the following:
- A statement that the Union has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
  - A statement that the Union has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
  - A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.
  - A list of all employees who have failed to arrange for and become members of the Union and a request that the representation fee of such non-members be deducted in accordance with this Agreement.

Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees in accordance with the paragraph below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Union.

**Payroll Deduction Schedule** - The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paychecks:

- a. In November; or
- b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmission of such fees due to the Union, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Union.

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

The Union hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

#### 4. SENIORITY

- 4.1 Seniority is defined as an employee's total length of continuous service with the Employer, beginning with his original date of hire.
- 4.2 Seniority credits cease upon termination of employment. Seniority shall start anew upon reemployment. Approved leave of absence without pay for a period in excess of three (3) months shall not count toward seniority, except in cases of injury involving workmens' compensation.
- 4.3 If a question arises concerning two or more employees who were hired on the same date the following shall apply: If hired prior to the effective date of this Agreement, seniority preference among such employees shall be determined by the order in which such employees are already shown on the Employer's payroll records, first name, first preferences, etc. For employees hired on the same date subsequent to the effective date of this Agreement, preference shall be given in alphabetical order of the employee's last name.
- 4.4 In all cases of layoff, recall and vacation schedules, employees with the greatest amount of seniority shall be given preference. Names of employees who are terminated due to a reduction in force will be placed on a "recall list" for a period of two (2) years beyond the termination date. Employees on this list will be given preference for any future vacancies.
- 4.5 The Employer shall maintain an accurate, up-to-date seniority roster showing each employee's date of hire, classification and pay rate, and shall furnish a copy of same to the Union upon request.
- 4.6 The Employer shall advise the appropriate Union representative of any changes which necessitate amendments to the seniority list.
- 4.7 The first vacancy for a position covered by this Agreement shall be advertised for bid within five (5) days after the vacancy occurs, if the position is to be filled. The Board will respond to and notify the applicants and the Union President of its decision within two (2) weeks after the closing date for the respective bid.

- a. If the replacement for the successful bidder needs a Boiler Operator's license, then the qualified employee with the least seniority shall fill this vacancy until another person becomes qualified. At this time, the replacement employee has an option to either remain in said position or return to previous position.
- b. If no bid is received, the qualified employee with the least seniority shall fill this vacancy until another person becomes qualified. At this time, the replacement employee has an option to either remain in said position or return to previous position.

4.8 The Employer reserves the right to transfer any employee if the Employer feels that this is in the best interest of both parties. Notification of such change shall be forwarded to the President of the Union and a conference shall be provided with the employee(s) involved, if requested in writing, within ten (10) days of notification.

#### 5. WORK RULES

- 5.1 The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules shall be equitably applied and enforced.
- 5.2 Every employee covered by this Agreement shall be physically fit to perform his/her duties and produce a certification of same from the Employer's physician within two (2) weeks upon request of the Employer at no cost to the employee. The final directive to the employee for such physical examination shall be made by the Assistant Superintendent responsible.

#### 6. WORK SCHEDULE

- 6.1 The work week shall consist of five (5) consecutive days, midnight to midnight, Monday through Friday.
- 6.2 The normal work shifts for regular full time employees shall be as follows:
 

Secondary Schools (including Antheil Elementary)	Day - 7:00 a.m. to 3:30 p.m. Night - 3:00 p.m. to 11:30 p.m.
Elementary (Lanning, Lore, Parkway)	Day - 7:00 a.m. - 3:00 p.m. Night - 2:30 p.m. - 10:30 p.m.
Outside Custodian	Day - 7:00 a.m. - 3:30 p.m.
Maintenance Assistant	Day - 7:00 a.m. - 3:30 p.m.

It is understood that the elementary custodians will be responsible to check their respective boilers and buildings on weekends and holidays at no additional compensation.

- 6.3 The regular starting time of work shifts will not be changed, except for emergencies, or without reasonable notice to the affected employees.
- 6.4 Any custodian may be used as a temporary replacement for another custodian when the need arises; however, temporary replacement shall not exceed sixty (60) working days unless the custodian desires to remain in this temporary position for the duration of the need. The temporary replacement shall return to his/her original position after filling in during the need. Floaters are excluded from this paragraph.
- 6.5 Part-time employees are responsible to be on the job for the number of working hours they are paid.

**7. CALL-IN TIME**

- 7.1 Full time employee who is requested to work during periods other than his/her regularly scheduled shift shall be guaranteed not less than four (4) hours pay. This does not include the checking of the boilers over weekends. This does not apply to any extension of the regular work day, and this does not apply to hourly employees.

**8. PAY SCALES**

- 8.1 The pay scales for all employees covered by this Agreement shall be set forth in Appendix A attached.
- 8.2 During the term of this Agreement, the pay scales will not be changed unless by mutual consent of both parties.
- 8.3 Every regular full time custodian and maintenance assistant shall secure the Black Seal Low Pressure Fireman's License within sixteen (16) months of his/her appointment. The employee must apply for the State administered examination for said license within two (2) months after initial employment date. The Employer shall provide at least two (2) eight (8) hour training sessions during each fiscal year. If the employee fails the first examination, he/she then must apply for the second reexamination as soon as the State agency schedule will permit. Any regular full time custodian or maintenance assistant who fails to secure such a license shall be dismissed notwithstanding any other provision of this Agreement. The Employer will pay fees required for obtaining this license and all succeeding renewal fees.

**9. OVERTIME**

- 9.1 One and one half (1½) times the employee's regular hourly rate of pay shall be paid for all work performed in excess of forty (40) hours in any one week.
- 9.2 Double time shall be paid for all work performed on Sundays and holidays.
- 9.3 If an employee does not perform respective duties on the regular work day following an overtime tour (other than for sick leave) the employee will then forfeit his next "turn" for overtime, at the discretion of the Assistant Superintendent responsible.
- 9.4 Overtime not adjacent to the regular work schedule in the respective schools will be offered on a volunteer basis to Unit members in that respective school by using a rotating seniority list.

In addition to the respective school custodians, a "floater", Head Custodians, and Assistant Head Custodians shall be included in the rotating list. At the beginning of the contract year any custodian may refuse overtime by so indicating in writing. Any of the remaining custodians who are unable to accept his/her scheduled overtime shall go to the bottom of the rotation list.

Records will be kept of all overtime not adjacent to the regular work schedule that is worked and such list will be made available to the Union President on a quarterly basis.

**10. LEAVES OF ABSENCE**

- 10.1 Leaves of absence with pay shall be provided as follows:
- a. One (1) day per month of employment for sick leave. Unused sick leave shall be accumulative from year to year.

- b. Personal leave policy shall cover brief absences not chargeable to sick leave. It provides during the first year of employment up to one (1) day for every four (4) months of employment (a total of three (3) days during any one school year) at full pay. After completing one (1) year of employment, it provides for up to three (3) days leave at full pay during any one school year (in either case, no unused days shall be accumulated) for any of the following reasons:
- I. Illness in the immediate family. Immediate family shall be considered: father, mother, brother, sister, spouse, child, or any member of the immediate household.
  - II. Death of a relative or close friend.
  - III. Recognition of religious holidays.
  - IV. To attend wedding of: father, mother, brother, sister, child, nephew, niece, uncle or aunt.
  - V. Court subpoena.
  - VI. Personal business which cannot be handled outside of scheduled work hours.
  - VII. Any other emergency or urgent reason not included in (I through VI) above, if approved by the Superintendent of Schools.
- c. All requests for personal leave should be submitted in writing on the proper form (in advance when possible) recommended by the immediate supervisor and approved by the Superintendent. Requests for such leave on the day preceding or immediately following a vacation period will be honored only in unusual cases. Only in an emergency may a request be made verbally; however, a written request must be filed within one (1) week.
- d. Three (3) additional days leave may be granted for death in the immediate family (immediate family is considered the same as (I.) above), plus in-laws.
- e. If an employee is at work and finds it necessary to leave his/her assignment (with approval), for the reasons stated in Paragraph 10.1b above, for a short period of time, his/her time will be deducted from the total personal leave time to the nearest hour.
- f. Sick leave of five (5) days duration or more shall require from employee's physician, certification that said employee is or will be physically qualified to return to work.
- g. A maximum of five (5) person days not chargeable to personal leave may be used for Union conventions or conferences, provided the employee is a delegate or officer of the local unit.

10.2 It shall be the responsibility of the employee to furnish to the Employer a certified statement indicating that he/she is a member of a local fire company or first aid squad, if during the term of this Agreement, employee may participate in such emergency activity during working hours.

An employee shall request permission from his/her immediate supervisor to attend any emergency which occurs during the working hours. On his/her return the employee shall present to the Employer a certified statement of attendance at said emergency. Certified time away from duties shall not be deducted from either sick or personal leave.

10.3 After fifteen (15) years of continuous service in the district, and membership in PERS, upon retirement, payment for unused sick leave shall be at one-half ( $\frac{1}{2}$ ) the average hourly rate of pay for the last twelve (12) months of employment up to a maximum of \$2200.

## 11. VACATIONS

11.1 Vacations with pay shall be granted to employees on the following basis:

Less than one year - one (1) day per month of employment up to a maximum of ten (10) days.

First year through fifth year - two (2) weeks (ten (10) work days).

Sixth year through tenth year - thirteen (13) work days.

Eleventh year through twentieth year - three (3) weeks (fifteen (15) work days).

After twentieth year - four (4) weeks (twenty (20) work days).

Examples of possible cases:

<u>Employment date</u>	<u>Years of employment to June 30, 1987</u>	<u>Days vacation due employee for last year of employment</u>
Feb. 28, 1987	1/3	4 days
Oct. 10, 1986	3/4	9 days
July 2, 1986	1	10 days
June 2, 1982	5	10 days
Feb. 10, 1982	5	10 days
Nov. 24, 1981	6	13 days
Apr. 2, 1977	10	13 days
Oct. 28, 1976	11	15 days

11.2 After six (6) years of service, one (1) week may be accumulated (saved) to be used in the succeeding year.

11.3 Employees must take vacations. No employee may be employed to do work during a scheduled vacation period.

11.4 A permanent hourly employee must work a regular schedule for twelve (12) months to be eligible for paid vacation leave - this to be prorated.

11.5 Vacations may be taken any time during the fiscal year; however, all vacation requests must be submitted by May 1st. Seniority shall apply where the Employer must limit the number of employees on vacation during any period.

## 12. HOLIDAYS

12.1 A minimum of twelve (12) paid holidays shall be as listed annually by the Employer.

12.2 Holidays which fall within an employee's vacation period shall be taken either immediately before or immediately following the scheduled vacation period as agreed between the employee and the Superintendent.

12.3 A permanent hourly employee must work a regular schedule, ten (10) or twelve (12) months, to be eligible for paid holidays, provided said holidays fall on a working day.

12.4 There shall be one (1) additional day off granted as directed by Central Administration.

## 13. HEALTH BENEFITS

13.1 The Employer shall provide health care insurance protection consisting of the New Jersey State Health Benefits Program.

For employees enrolled in the various available insurance plans, the Employer shall pay either the full premium for the single plan, or in cases where appropriate, an amount equal to the full premium for the single plan plus:

- a. 100% of the difference between the rate for the single plan and the rate for other available plans during the life of this Agreement, effective July 1, 1986 and ending June 30, 1988.
- b. In addition, the Board shall offer a \$1.00 co-pay prescription drug plan with a company selected by the Board and shall not continue beyond employee's termination date.

In no case will a person be covered under more than one plan. For each employee who terminates employment with the Board, the Employer shall make payment of insurance premiums to provide insurance coverage for one (1) full month beyond termination date. New employees will be covered in accordance with existing regulations of the New Jersey State Health Benefits Program.

- 13.2 After fifteen (15) years of continuous service in the district, upon retirement and at age 62, employee may continue State Health Benefits Plan until age 65 when Medicare takes over. Premiums at group rate shall be paid by employee in advance. Additional coverage applies only to the New Jersey State Health Benefits Plan.
- 13.3 During the first year of this Agreement employees may purchase the dental plan at a rate charged to the Board of Education (prorated, effective December 1, 1986). Cost for the year per Unit member to be \$390. During the second year of this Agreement the Board of Education will provide the dental plan at no cost to the employee.

#### 14. WORK UNIFORMS

- 14.1 Suitable foul weather gear will be supplied for custodians who work regularly on the outside force. This gear is to be shared by the members of this group. One (1) raincoat and hood will be supplied to each building to be shared by custodians who work within that building.
- 14.2 Two (2) uniforms per year will be supplied to all full time employees and to permanent hourly (four (4) hours or more) employees. One (1) additional uniform for the outside employees and the maintenance assistant. All employees who are active and of a permanent status on September 1 shall be eligible for uniforms for the forthcoming school year.

#### 15. GENERAL PROVISIONS

- 15.1 Bulletin board space will be designated and made available by the Employer at each of the work locations for use of the Union for the purpose of posting Union announcements and other information of a non-controversial nature.
- 15.2 Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree to immediately attempt to negotiate a legal substitute for the invalidated portion.
- 15.3 It is agreed that representatives of Employer and representatives of Union will meet, from time to time, upon request of either party, to discuss matters of general interest or concern, which are not necessarily a grievance as such.
- 15.4 Custodians and maintenance assistant shall be paid every two (2) weeks.
- 15.5 Notice of the first vacancy for custodial position covered by this Agreement will be posted and any member of the staff may apply for said position by submitting a proper bid in writing. Seniority shall govern the appointment subject to the normal ninety (90) day working test period. Succeeding vacancies caused by a transfer resulting from this procedure shall be filled by the Board.



- 15.6 Notice of a maintenance assistant vacancy will be posted and any member of the staff may apply for said position. Qualified employees covered by this Agreement will be given preference. Seniority shall prevail when two or more applicants have equal qualifications. If no employee covered by this Agreement is deemed qualified, the Board of Education may seek applicants from other sources after conferring with a Union representative.
- 15.7 An application must be filed and written permission obtained if members of the Union wish to use any facilities for the purpose of holding a Union meeting.
- 15.8 Any employee who shall enter the active military service of the United States, or of this State in time of war or national emergency, or pursuant to or in connection with the operation of any system of Selective Service, shall be granted a leave of absence, without pay, for such service.

**16. GRIEVANCE PROCEDURE**

- 16.1 Any grievance or dispute which may arise between the parties concerning the application, meaning, or interpretation of this Agreement, shall be settled in the following manner:

**Step 1.** The Union steward, with or without the employee, shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) days of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond to the steward within three (3) working days.

**Step 2.** If the grievance has not been settled, it shall be presented, in writing, by the Union steward (or Union Grievance Committee member) to the Supervisor of Custodial Services within three (3) working days after the supervisor's response is due. The Supervisor of Custodial Services shall respond to the Union steward or Grievance Committee, in writing, within three (3) days.

**Step 3.** If the grievance has not been settled, it shall be presented, in writing, by the Union steward (or Union Grievance Committee member) to the Superintendent within three (3) working days after the supervisor's response is due. The Superintendent shall respond to the Union steward or Grievance Committee, in writing, within three (3) working days.

**Step 4.** If the grievance still remains unadjusted, it shall be presented by the Union steward, Union representative, or Grievance Committee to the Board of Education, in writing, within three (3) days after the response of the Superintendent of Schools is due. The Board of Education shall respond, in writing, to the Union steward, representative, or Grievance Committee, within two (2) calendar weeks. The Board of Education agrees to have a committee of the Board of Education listen to the grievance if the Union steward, Union representative, or Union Grievance Committee requests a personal meeting.

**Step 5.** If the matter is still unresolved, and if the Union wishes to proceed to arbitration, it shall so inform the Board within fifteen (15) calendar days after receipt of the Board's decision.

A request for arbitration shall be submitted, whether individually or jointly, to PERC (Public Employment Relations Commission), and the arbitrator selected and the arbitration conducted shall be pursuant to the rules as set forth by PERC.

The arbitrator shall be limited to the articles of this contract and the decision shall be advisory. The parties shall meet within ten (10) calendar days to review the arbitrator's decision.

The cost of arbitration shall be divided equally between the parties.

However, the following are not subject to arbitration:

- a. Any matter for which a method of review is prescribed by law.
- b. Any rule or regulation of the Commissioner of Education subject to the rules and regulations of the Public Employment Relations Commission.
- c. Any matter which, according to law, is beyond the scope of Board authority or limited to unilateral action of the Board alone.
- d. A complaint of an employee which arises by reason of not being reemployed.

**17. TERMINATION**

- 17.1 This Agreement shall be effective as of the 1st day of July, 1986 and shall remain in full force and effect until the 30th day of June, 1988. This Agreement shall remain in full force and be effective during the period of negotiations. Negotiations are to start in accordance with the provisions of Chapter 123, Public Laws of 1974 of the State of New Jersey.
- 17.2 This is an Agreement for a period of two (2) years, July 1, 1986 through June 30, 1988.
- 17.3 This Agreement supersedes all other Agreements. All articles of this Agreement shall remain in effect as stated, effective July 1, 1986 and ending June 30, 1988.

## APPENDIX A

SALARY

- A.1 Salary increase for first year, 1986-87, to be \$1083 across the board for each full time employee and, 1987-88, to be \$1170 across the board for each full time employee. \$.41 and \$.44 respectively for part-time employees.
- A.2 An additional \$800 to be given to employee when Black Seal license is received.
- A.3 A sick day will be counted as a working day for the purpose of overtime. Personal leave time will not be counted for the purpose of overtime.
- A.4 A new employee shall be appointed for a three (3) month probationary period, the employee may be:
- a. appointed for the balance of the school year as a full time employee and continue to receive payment according to the annual salary.
  - b. appointed as a permanent hourly employee for the balance of the school year and continue to receive payment according to the hourly salary. If and when an hourly employee performs the duty of a full time cleaner, said employee will then receive a salary which would be equal to the amount he/she would receive if he/she were a full time cleaner. Maximum amount not to exceed the fourth (4th) higher pay level.
- A.5 Starting salary to be:

	<u>1986-87</u>	<u>1987-88</u>
Custodian	\$ 13,039	\$ 14,209
Full Time Cleaner	11,765	12,935
Hourly Employees	4.92/hour	5.36/hour
Maintenance Assistant	14,830	16,000

- A.6 There will be a differential for elementary school custodians (Lanning, Lore, Parkway) of \$300 for the first (1st) year of this Agreement and \$400 for the second (2nd) year of this Agreement.

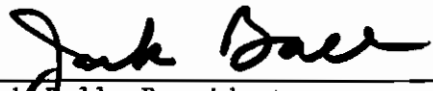
IN WITNESS WHEREOF, the parties have hereto set their hands this

\_\_\_\_\_ 17th \_\_\_\_\_ day of \_\_\_\_\_ November \_\_\_\_\_, 1986


FOR THE UNION

FOR THE EMPLOYER

  
\_\_\_\_\_  
John Cier, President  
Local 2289

  
\_\_\_\_\_  
Jack Ball, President  
Board of Education  
Ewing Township, New Jersey

  
\_\_\_\_\_  
Herbert Barratt

  
\_\_\_\_\_  
J. Bruce Morgan, Business Administrator/  
Board Secretary  
Board of Education  
Ewing Township, New Jersey

**HOLIDAYS**  
**CUSTODIANS**  
**1986-87**

July 4	Independence Day
September 1	Labor Day
November 11	Veteran's Day
November 14	N.J.E.A. Convention *
November 27	Thanksgiving Recess
November 28	Thanksgiving Recess
December 25	Christmas Recess
January 1	New Year's Day
January 19	Martin Luther King, Jr.'s Birthday
February 13	Lincoln's Birthday
February 16	Presidents' Birthday
April 17	Good Friday
May 25	Memorial Day

\* Additional Day Off