

THIS AGREEMENT, made and entered into as of the 1st day of July 2003, BETWEEN THE BOARD OF EDUCATION OF THE VOCATIONAL SCHOOL IN THE COUNTY OF PASSAIC, hereinafter referred to as the "BOARD," and THE PASSAIC COUNTY VOCATIONAL TECHNICAL MAINTENANCE AND CUSTODIAL ASSOCIATION hereinafter referred to as the "UNION."

PREAMBLE

WHEREAS the Board of Education of the Vocational School in the County of Passaic and its designated representatives have met with representatives of the New Jersey Educational Association, considered, and discussed representation by the Union for all full time custodial, maintenance staff employees, and considered this group employed by this Board of Education as the "Bargaining Unit" to be represented by the Union in accordance with the provisions of *N.J.S.A.* 34:13A-1, et seq., and do agree as follows:

ARTICLE I
GENERAL PROVISIONS

A. The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin, or political affiliation. The Union shall share equally with the Employer the responsibility for applying this provision of the Agreement.

The Employer agrees not to interfere with the rights of employees to become members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the Employer or any Employer representative against any employee because of Union membership or because of any employee's activity in an official capacity on behalf of the Union, or for any other cause.

The Union recognizes its responsibility as bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restrain or coercion.

The Employer will give time off with no loss of pay for members of the Local Union contract Negotiating Team to participate in contract negotiations if such meetings are held during their regular working hours.

ARTICLE II
BULLETIN BOARDS

A. Bulletin board space shall be reserved at an accessible place to union employees in each school for the use of the Union for the posting of official union notices or announcements. All notices for posting are to be approved by the Superintendent, Business Administrator, Board Secretary, or their designee prior to posting.

ARTICLE III
GRIEVANCE PROCEDURE

A. DEFINITION:

1. Grievance:

A grievance shall be defined as a dispute or complaint arising between the parties hereto under or out of this Agreement or the interpretation, application or violation of a policy or administrative decision affecting the parties, and shall be processed and disposed of in the following manner:

B. PROCEDURE:

1. Time-Limits:

Time limit for the initial filing of any grievance is fifteen (15) working days from the date of the interpretation, application, or violation as defined in Article III A.I. In the event a grievant does not file within the time prescribed above then he or she is barred from bringing his or her matter before any arbitrator or any tribunal or administrative body.

2. Level-One:

An employee having a grievance and/or his/her Union Representative shall take it up with the Plant Manager and/or Supervisor of Custodians within fifteen (15) working days of the occurrence. The Plant Manager or Supervisor of Custodians shall give a written response to the employee and/or his/her Union Representative within five (5) working days after the presentation in Level One.

3. Level-Two:

a. If the grievance is not settled in Level One, the grievance may, within five (5) working days after the response in Level one, be presented in Level Two. When grievances are presented in Level Two, they shall be in writing, signed by the grievant and/or his/her Union Representative and be presented to the Business Administrator or his/he designee.

The Business Administrator, or his/her designee, shall hold a meeting within ten (10) working days of receipt of the written grievance, at which time all parties shall be heard and an attempt to adjust the dispute shall be made. The Business Administrator or his/her designee shall render a decision in writing to the employee and/or his/her Union Representative within five (5) working days after such meeting.

4. Level-Three:

a. If the grievance is not settled in Level Two, the grievant and/or his/her Union Representative may within ten (10) working days after the response in Level Two, request a hearing before the Board of Education or its designee. Such request shall be in writing stating the nature of the grievance and the remedy desired and presented to the Board Secretary. The Board shall set a hearing within five (5) days after receipt of the request to hear all sides of the dispute.

b. Where grievances are filed with the Board Secretary at least seven (7) days prior to a Board of Education meeting, a response thereto will be made by the Board within five (5) business days; where the Board fails to respond within five (5) business days after its meeting, the grievance will be deemed sustained.

c. A grievance which affects at least forty (40) percent of the employees and which the employer representative designed in Levels One and Two lacks authority to settle, may initially be presented at Level Three, by the Union Representative.

d. Anything to the contrary herein notwithstanding, a grievance concerning a discharge or suspension may be presented initially at Level Three, in the first instance, within the time limit specified in Article B.1 above.

5. Level-Four:

Those grievances that, under Article III, A.1, may proceed to final and binding arbitration shall be disposed of as follows, in the event the Association determines to appeal to arbitration:

a. Within ten (10) calendar days of when the Board's decision was due, the Association shall file its request for arbitration with PERC and shall notify the Board President, Board Secretary and the Superintendent of such filing.

Both parties shall then be bound by the rules of PERC in the selection of an arbitrator. Nothing shall prevent the Association and Board from agreeing on a mutually acceptable arbitrator.

b. The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association and shall be binding.

c. The arbitrator should be limited to the issues submitted and should consider nothing else. The arbitrator can add nothing to nor subtract from the Agreement between the parties.

d. The arbitrator's fees and expenses shall be shared equally by the Board and the Association.

The arbitrator shall have jurisdiction over disputes arising out of the grievances, as defined in Article III A.1, and shall have no power to add to, subtract from or modify in any way the terms of this Agreement. The award of an arbitrator hereunder shall be final and binding upon the employer and the Union. All time limits herein specified may be extended by mutual agreement of the parties.

ARTICLE IV **UNION RIGHTS**

A. The Board agrees that upon submission of dues check-off card for payroll deduction of his/her union Membership dues, the proper deduction will be made each month from the employee's salary and forwarded to the Union monthly. Dues deductions shall continue for the duration of this Agreement or any extensions thereof.

B. The dues as deducted and forwarded monthly to the Union shall be accompanied by a list of the names of all employees from whose wages such dues deductions have been made.

C. The duly authorized financial officer of the Union shall certify in writing to the Board the amount to be deducted monthly from the wages of such employees. If the amount so certified is to be changed, the amount to be deducted from the wages of an employee who has authorized deductions shall not be increased or decreased until thirty (30) working days after written notice of such change has been received by the Superintendent, Business Administrator, Board Secretary, or their designee from the duly authorized Financial officer of the Union.

D. **UNION-LEAVE-NJEA CONVENTION**

1. All members other than officers shall be allowed one day off to attend NJEA's annual convention, said days to be evenly split. Officers shall be allowed two days off to attend NJEA's annual convention provided, however, that proof of attendance is provided to the Business Administrator or his/her designee. It is clearly understood that the members are to attend said convention.

2. With permission of the Business Administrator/ Superintendent, the president of the Association may be allowed time off from his/her duties for Association business provided the following procedure is follows:

- a. Permission is requested with at least twenty-four (24) hours lead-time
- b. When the work involves going into the office area, it shall be done by appointment only
- c. All workshop requests must be submitted in a timely manner for approval by the Board of Education

When the above procedures are followed, permission shall not be unreasonably withheld.

E. AGENCY-SHOP-FEE

1. The Board agrees to deduct local and affiliated dues for the Passaic County Technical and Vocational Custodial and Maintenance Association from salaries of employees, upon request, in compliance with Chapter 233, N.J. Public Laws of 1969 (*N.J.S.A. 52:14-15.9e*) and under the rules and regulations of the New Jersey State Department of Education pertaining thereto.

2. Representative Fee

a. Purpose of Plan: If a bargaining unit member does not become a member of the Association during any membership year (i.e. from July 1 to the following June 30) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association or majority representative.

b. Amount of Fee: Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members shall not exceed 85% of that amount.

The Association will certify to the Board, prior to the start of each membership year, that the amount of the representation fee to be assessed does not exceed 85% of dues, fees and assessments that are expended, a) for partisan, political, or ideological activities or causes that are only incidentally related to terms and conditions of employment, or b) applied toward the cost of benefits available only to members of the majority representative.

c. Deduction and Transmission of Fees: The Board agrees to deduct from the salary of any bargaining unit member who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Article IV 2.b above and promptly transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each bargaining unit member during the remainder of the membership year in question. The deductions will begin thirty (30) days after the bargaining unit member begins his or her employment in the bargaining unit position.

The Association, before any deductions are made will first establish a demand and return system. This system will provide that a non-union member may appeal the amount of the representation fee assessed against him/her. The Association will provide this nonmember with a full and fair hearing, and has the burden of proof in justifying the amount of the fees. Non-members who are dissatisfied with the outcome of their appeal at the local level may appeal further.

d. Indemnification-and-Save-Harmless-Provision: The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article provided that the Board gives the Association reasonable notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this Paragraph.

e. Termination-of-Employment: If a bargaining unit member who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said bargaining unit member during the membership year in question and promptly forward same to the Association.

The procedure explained above will apply to all Association members and to those who pay a representation fee. This statement is meant to provide equal treatment for Association and non-Association members. The Board will endeavor to comply with the foregoing, but the Board shall not be liable to the Association for any deductions under this Paragraph that it fails to make.

f. Mechanics: Except as provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

3. A voluntary deduction plan for the North Jersey Federal Credit Union will be maintained throughout the life of this contract.

ARTICLE V TENURE AND SENIORITY

A. All bargaining unit members with more than three (3) years continuous service in the District as a custodial or maintenance employee as of July 1, 1993, shall be appointed to indefinite terms and thereby receive tenure. All other bargaining unit members, after the expiration of a period of employment of three (3) consecutive calendar years in the District as custodial or maintenance employee (an academic year beginning the period between the time when school opens in the District after the general summer vacation and the beginning of the next succeeding summer vacation), shall hold their employment under tenure during good behavior and efficiency.

B. The Board shall prepare a list of full time employees showing their seniority in length of service in each category with the Board and delivery of the same to the Union by July 30th, or sooner if possible, of each year. Upon completion of their probationary period, new employees shall be added to this list.

C. Any new employee shall be considered a probationary employee for the first one year of his/her employment and thereafter his/her seniority in length of service shall be from his/her date of

hire in this category. In the case of probationary employees, there shall be no responsibility upon the Board for continuous employment or for reemployment if laid off before completion of their probationary period. During such probationary period, layoff or discharge shall be left to the discretion of the Board.

D. In the case of layoff due to lack of work, and budgetary considerations, probationary employees shall be laid off first, without regard to their individual dates of hire. Next to be laid off shall be the least senior full time employees and so on in each employee category as defined in the preamble to this contract.

E. Laid off full time employees with the most seniority shall be rehired in the reverse order of Article V.D.

F. All vacancies, promotions and new positions under the scope of this contract that may exist shall be posted and remain open for a period of ten (10) working days. Postings shall be displayed on bulletin boards to be provided for such purpose, prior to any action taken by the Board to fill such vacancies, promotions, or new positions. Employees wishing to avail themselves of such vacancies, promotions, or new positions may submit their request to their immediate supervisors in writing, within the ten-day posting period.

If no employee in the department wherein the vacancy or new position exists is qualified or applies, the position may be filled by an employee from another classification in the bargaining unit in accordance with the same procedure.

G. Nothing herein shall preclude the Board from filling emergency positions with any employee in the bargaining unit whom it finds qualified, provided such temporary assignment shall not exceed thirty (30) working days.

ARTICLE VI **WAGES AND HOURS**

A. The regular hours of employment for the custodial and maintenance department shall be forty (40) hours per week consisting of five (5) working days, Monday thru Friday, except those scheduled otherwise by representative of the Board of Education, of eight hours each day exclusive of one half hour lunch. The work day of all association members shall include two fifteen minute breaks, one-half hour unpaid lunch period for the first shift, one half hour paid lunch period for the second shift, and a fifteen minute clean up period at the end of the eight hour shift.

B. Overtime rates at time and one-half will be paid only when authorized on the following basis:

1. All time worked in excess of forty (40) working hours in one week.
2. All time worked in excess of eight working hours in one day.

3. Overtime rates at double time will be paid for hours worked on Sundays, if the employee has worked at least forty (40) hours during the week. When an employee works beyond the normal work day and continuous all night and into the next shift, he/she will be paid at the highest rate of pay and overtime will continue into the next shift.

4. Double time will be paid for holiday plus regular day's pay.

5. In order for an employee to be eligible for holiday pay, the employee shall be required to work his last scheduled work day before such holiday unless excused by the Employer.

6. For purposes of overtime, sick days and personal days shall be considered days worked.

7. Any employee that is called in for an emergency situation will be paid for a minimum of two (2) hours at time and a half for any time less than the two (2) hours.

C. The Board agrees to make every effort for equal distribution of scheduled overtime work in each classification providing employees are capable of performing such duties within each classification, taking into consideration the shift to which they are regularly assigned. The Union will be given a list of all overtime hours offered and worked by each employee monthly. Any employee refusing such overtime shall disqualify himself from being asked again for at least fifteen (15) days. Emergency overtime shall not be used in the computation of the disqualification of the regularly scheduled overtime.

D. Custodians who do maintenance work assigned by the Supervisor shall be paid maintenance pay beginning on the first day. In such cases, the custodian shall be paid the hourly maintenance pay rate at the same lateral step on the maintenance guide. For example, a custodian on Step 6 of the custodian guide would be paid the hourly rate of pay on Step 6 of the maintenance guide for each hour worked.

E. Any work assigned to unit members shall be paid on a regular payroll basis regardless of the source of funds.

F. Supervisors will be assigned Association work only when an emergency occurs or the lack of available association members warrants.

G. The Board may institute a third shift to commence on Monday evening. Employees assigned to the third shift will receive an annual differential salary enhancement of \$700.00. The shift will commence at 11:00 P.M. and end at 7:00 A.M. The Board reserves the right to change the starting and ending times of shifts, or to suspend the third shift at any time, particularly during the summer months. While the third shift is in effect as a regular shift, employees assigned to that shift will continue to receive the salary enhancement provided, even though they are temporarily assigned to another shift. Assignments to the third shift which are not voluntary will be in the inverse order of seniority, subject, however, to a finding by the Board that the employee is qualified for such

assignment and to the availability of qualified employees with boiler license for assignment to all shifts. An employee shall be notified of a shift change fourteen (14) days before it is to be implemented. In the event the shift change is necessitated at the sole discretion of the Business Administrator or his/her designee, the least senior custodial/maintenance staff member will be the first to be affected by the shift change.

H. Employees assigned to the second shift shall receive an annual differential salary enhancement of \$700.00. Any shift beginning at 12:00 p.m. is equal to second shift.

I. Salaries in classifications shall be set forth on schedule "A" (page 20) attached hereto and hereby made a part of this Agreement.

J. All work hours of the week shall be assigned by the Business Administrator or his/her designee to conform to the workload.

K. All employees are required to punch in or out, on time clocks provided for this purpose, each day when they report for or leave work.

L. Failure to report and punch time card on starting time or quitting time will result in the following penalty:

1. The first five minutes lateness shall be excused. Any time after the first five minutes lateness will result in a loss of pay for the amount of time late, to be rounded off to the nearest quarter hour. Repeated lateness will be subject to disciplinary action, on the merit of each lateness.

2. If an employee expects to be late, he or she shall call the office and advise of his/her estimated arrival time at least one half hour prior to the scheduled start time.

3. All employees who expect to be late for work or absent must call the office and make note of the person spoken to and advise to the estimated arrival time.

M. Whenever a governor decree of a state of emergency is in effect and the school is closed for employees by the Superintendent, any Custodial/Maintenance worker(s) who work shall receive the double-time rate.

N. An employee shall be required to punch out from his or her department when leaving his or her job during regular hours.

O. The Board of Education is entitled to a full day's work for a full day's pay.

P. Each member of the Association shall receive signed copies of his/her evaluations.

Q. 1. In the event the normal opening of school is delayed or closed for employees because of an emergency or inclement weather and custodial/maintenance employees are needed to cope with

whatever situation caused the emergency or delay, these employees will be paid at the double time rate for only that period of time when all district staff are not required to be present.

2. The double time rate of pay will be in effect until such time that the grounds are cleared for that day and the remaining PCTI staff report to work, such as in a delayed opening scenario.

ARTICLE VII **HOLIDAYS**

A. The following holidays shall be observed as days off with full pay: Columbus Day, Birthday, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas Day, Day after Christmas, New Years Eve, New Years Day, Martin L. King's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Presidential Election Day, plus one additional floating holiday of the employee's choice (formerly Easter Monday), after prior approval of the Plant Manager.

B. Any holiday, as indicated in Section A above which falls on a Saturday or Sunday shall be celebrated on Monday or Friday if on school calendar or employee will be given compensatory time off.

C. When a holiday occurs during an employee's vacation, said holiday shall not be charged against the employee's earned vacation time. The employee shall be granted an additional day off at a time agreeable to the employee and the Plant Manager.

ARTICLE VIII **VACATIONS**

A. All employees covered by this Agreement shall earn vacation leave as follows:

1. Full-time maintenance, custodial employees having less than three months service prior to July 1, shall not be entitled to vacation with full pay.

2. Full-time maintenance, custodial employees with more than six (6) months service prior to July 1, and up to one year of service shall be entitled to one week's (five (5) consecutive working days) vacation with full pay.

3. Full-time maintenance, custodial employees with the completion of continuous service of more than one year and up to three years prior to July 1 shall be entitled to two (2) weeks vacation with full pay.

4. Full-time maintenance, custodial employees having completed three or more years of continuous service prior to July 1, shall receive three (3) weeks vacation with full pay.

5. All other full-time maintenance, custodial employees having completed ten (10) or more years of continuous service shall receive four (4) weeks vacation with full pay.

B. For purposes of this Article, length of service is defined as length of continuous service with the Board since first date of continuous hire.

C. The vacation period will be set up by mutual agreement between the Plant Manager and the Employee, with seniority governing preference. No vacation shall be taken the week before graduation and school opening.

D. Vacation lists shall be posted on bulletin boards. Vacation selection will be made by the employees within the designated period on or before March 15th, preceding the vacation period. If in the opinion of the Business Administrator or his/her designee, too many employees select their vacations in the same period, or they will be required to charge their selection, seniority being the governing factor, provided they are capable of doing the work. If an employee seeks a change after March 15th, he/she waives all rights in utilizing his/her ability and seniority in selecting such a date, and he shall be assigned a period by the Business Administrator or his/he designee.

ARTICLE IX **LEAVE PROVISIONS**

A. Sick-Leave:

Each employee shall receive leave of absence with full pay for sickness at the rate of twelve (12) days annually, which may be accumulated if not used. Accumulated sick leave will be determined on the basis of the employee's service with the Board since the most recent date of hire. Where in the case of a protracted illness, an employee shall have exhausted his/her accumulated days of sick leave, the Board may grant additional pay in its discretion, pursuant to *N.J.S.A. 18A:30-6*.

B. New Employees working less than one (1) year will have their sick leave pro-rated on a monthly basis one (1) day for each month of service, but up to no more than 12 days in a school year.

C. Sick leave credits will not accumulate while the employee is absent from work on leave of absence without pay.

D. An employee who becomes sick while working shall be charged with sick time according to the following schedule:

1. If the employee worked less than two hours before leaving work sick, he or she will be charged for a full sick day.

2. If the employee worked more than two hours before leaving work sick he or she will be charged with one half of a sick day.

3. If an employee worked six hours or more before leaving work sick, he or she will not be charged with any sick time. This provision will cap at two times per year for any employee. For

any time that an employee leaves 6 hours sick after this cap, the employee will be charged one-half sick day.

E. Sick leave may be used only as prescribed in the New Jersey Statutes.

F. It shall be the responsibility of the employee to notify the Business Administrator or his/her designee of each absence and if the absence exceeds three (3) or more working days, to provide the Business Administrator or his/her designee with a doctor's certificate verifying the need for absence due to illness.

1. No employee who has been absent on sick leave for more than three (3) working days shall be permitted to return to work unless he/she provides the Business Administrator or his/her designee with a doctor's certificate testifying that the employee is capable of performing his/her duties.

2. In case of absence, the Business Administrator or his/her designee must be notified prior to the employee's starting time. Any absence not reported as so requested will be considered absent without pay. Sick leave may be applied only to absences when actual sickness occurs. An employee who, without notice or explanation thereof, is absent from work five consecutive days shall be considered as having terminated his or her employment.

3. An employee who is on leave of absence without pay shall not be paid for sick leave or holiday pay for any holiday occurring during the period of such leave and shall not be credited with time for the purpose of accruing sick leave, vacation time or longevity pay.

G. Leave-of-Absence:

A unit member may upon request and approval of the Superintendent or Business Administrator and ratified by the Board of Education, be granted a leave of absence without pay not to exceed six (6) months, and subject to one renewal up to six (6) months, without loss of seniority, provided he returns to work at the end of the leave of absence or is granted a renewal by the Board of Education.

Reasons for leave of absence are listed below. An employee who fails to return at the end of his/her leave will be considered as having terminated his/her position. Leaves of absence may be granted for any of the following reasons:

1. Employee's own illness or disability
2. Illness or death in the employee's immediate family
3. Military Duty

An employee leaving to serve the Federal government in its armed forces or in Federal

Mobilization for war purposes in connection with the National Defense or War effort, shall retain and accrue his seniority during such service, provided he makes application to return within ninety (90) days after he has received an honorable discharge and is physically capable of performing the work assigned to him.

4. A leave of absence not to exceed thirty (30) days for personal reasons may be granted by the Board of Education upon written request of the employee with recommendation by the Business Administrator to the Superintendent.

H. Funeral-Leave:

1. In case of death of a parent, grandparents, guardian, brother, sister, wife, husband, mother-in-law, father-in-law, child or a relative living in the household as one of the immediate family, the employee shall be granted leave of absence without loss of pay not to exceed four (4) school business days. Business day is defined as a day on which the school business office and administrative offices are open. In case of the death of a relative not a member of the immediate family as set forth in the above paragraph, an employee may be granted one (1) day of leave at full pay.

2. Leave under this regulation must be with the prior approval of the Business Administrator or his/her designee.

I. Miscellaneous:

Any employee who takes a leave of absence without pay of thirty (30) days or more shall be reinstated to his/her former job or one of similar class or grade, provided such employee reports for work at the expiration of the leave of absence.

J. Personal-Leave-Policy:

Three (3) days' leave of absence for personal, legal, business, household or family matters which require absence. Notice to the Business Administrator or his/her designee of taking personal leave shall be made at least five (5) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall be required to state the reason for taking such leave.

At the conclusion of each school year, any unused personal leave of absence days shall be converted to unused sick days and accumulate as such.

K. Retirement Reimbursement for Unused-Sick-Days:

An employee retiring during the terms of this Agreement shall be reimbursed for unused sick days as follows: 20 days unused sick leave up to a maximum of 120 days will be reimbursed at 50% of 1/200 of average salary for last three (3) full-time years.

ARTICLE X
INSURANCE PROTECTION

A. The Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each member and in cases where appropriate for family-plan insurance coverage.

B. The Board shall make payment of insurance premium to provide insurance coverage commencing as soon as an employee is eligible under the terms of the insurance carrier. Provision of the healthcare insurance program shall be as set forth in the State Health Benefits Program, hospitalization and major medical insurance coverage, and Connecticut General Life Insurance Dental Coverage, or in the policies equal to or better than in the master policies, and the Board's obligations shall be to the extent set forth in said policies.

C. The Board shall provide a prescription drug plan for each unit member and in cases when appropriate for family-plan coverage. The plan shall require unit members to pay five dollars (\$5) for generics, ten dollars (\$10) for preferred and twenty-five dollars (\$25) for brand.

The Board shall further provide a mail order prescription drug plan for each unit member and in cases when appropriate for family-plan coverage. The mail order plan shall require unit members to pay ten dollars (\$10) for generics, twenty dollars (\$20) for preferred and fifty dollars (\$50) for brand. The mail order program is designed for maintenance drugs.

D. The Board agrees to provide a dental insurance program for each employee and in cases where appropriate for family-plan coverage. The plan shall include the following elements:

1.	Preventative and Diagnostic	100%
2.	Basic Services	80%
3.	Prosthodontic Benefits	50/50%
4.	Orthodontic Benefits	50/50%

E. All coverages will be extended to children of employees up to age 23 in accordance with the Insurance Company Conditions.

F. The negotiating team of the Passaic County Technical Maintenance and Custodial Association will review all such master policies so as to assure that the coverages contained therein are equal to or better than as agreed to at the bargaining table.

G. The Board shall provide to each member a description of the health-care insurance coverages provided under this Article when made available by the insurance carrier.

H. The Board shall extend dental and prescription coverage to retired personnel at no added cost to the Board.. Subject to the approval of the insurance company with which the coverage is contracted, the Board agrees that an employee retiring from the school may continue group coverage

as provided to other employees provided that the Board is reimbursed on a quarterly basis in advance.

I. Should an employee die, the immediate family shall have the option of continuing dental and prescription benefits, provided there is no added expense to the Board in accordance with COBRA if applicable.

J. All employees on unpaid leave shall be entitled to remain covered under the group insurance policies, provided there is no added cost to the Board.

K. Notwithstanding this provision, any employee on medical leave, paid or unpaid, shall remain covered under the group policies at no cost to the affected employee for the remainder of the school year.

L. Effective July 1, 2003, an employee shall be entitled to waive the medical health insurance coverage and receive three thousand dollars (\$3,000.00) provided the employee can demonstrate that he or she has alternative medical coverage for the employee and any dependents. Such waiver will be in writing on or before June 1st of each succeeding year.

If the employee chooses to waive his/her medical health coverage, he or she shall be paid a lump sum of \$3,000.00 in the twenty-fourth (24th) payroll period.

The tax liability of all employees (including those not waiving coverage) shall be protected under a Section 125 Plan. The details of the 125 Plan shall be set forth in Appendix A which is attached hereto and made a part hereof.

Members will be able to immediately return to the district's health insurance program, with no loss or break in coverage under the following circumstances:

- a. The employee loses his/her alternate insurance; or
- b. During the open enrollment period; or
- c. In the event of an unforeseen emergency or urgent circumstance.

In the case of an employee that re-enrolls, the Board will be entitled to a pro-rated return of the amount received by the employee as a result of the employee's waiver.

ARTICLE XI **SAFETY AND HEALTH**

A. A joint safety committee shall be formed by the Board and the Union and said committee shall meet monthly after work to review and recommend safety and health conditions in all departments. The president of the union or his or her designee shall sit on the Board's safety committee.

B. Each school year, the Board will designate a supplier to furnish each unit member, at Board expense, a uniform to consist of five (5) shirts, five (5) pants. The Board will provide two (2) pairs of work or safety shoes, not to exceed \$120.00 per employee, two (2) pairs of thermal underwear, one (1) pair of gloves and five (5) summer tee shirts. Employees must wear their uniforms, including work or safety shoes, when on assigned duty. The Board shall supply coveralls for certain personnel as needed by September. Uniforms and work or safety shoes shall be issued by September 1st.

C. The Board will provide \$4,000.00 every other year of this contract for foul weather gear, to include one (1) jacket for each employee and boots and rain gear as needed.

D. The Board shall furnish all safety equipment to any employee working in hazardous locations and on hazardous equipment.

E. Health-Examinations:

The Board of Education reserves the right to request a physical examination of an individual before certified employment or during employment. Expenses for any required examination will be paid for by the Board of Education. If permission is granted to have such examination by an employee's personal physician, the cost shall be borne by the employee.

F. All employees shall observe all posted signs of warnings.

G. Registered nurses are available at all times during daytime working hours to render first-aid if necessary. First-aid kits are available at other times. All accidents must be reported immediately in writing. Any changes and additional information not herein contained will be available through the business office by periodic memoranda.

ARTICLE XII **DISCIPLINARY PROCEDURES**

A. All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which the disciplinary action is being applied.

B. Disciplinary actions may include: (1) a verbal warning for the first incident of a minor infraction, (2) a written warning (3) a letter of reprimand, at the discretion of the business administration, (4) suspension without pay, or (5) discharge, at the discretion of the Board of Education, dependant on the nature of the incident.

C. Whenever any employee is required to appear before any administrator or supervisor covering any matter that may adversely affect the continuation of that employee in his/her position or salary then he/she shall be given prior written notice of the reason for such meeting and shall be entitled to have a representative of the Association present to represent him/her.

ARTICLE XIII
SAVINGS CLAUSE

A. Should any article, section or portion thereof, 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 Article, section, or portion thereof directly specified in the decision.

ARTICLE XIV
PAY

A. Salary Guide for unit members for the school year 2003-04 is attached hereto as Schedule "A" on page 20. Job Descriptions will be provided for each category. Association will have input into writing job descriptions.

B. **LONGEVITY:**

All employees hired prior to July 1, 1993 shall receive longevity pay in addition to their base pay as follows:

After five years of service	3% of base salary
After ten years of service	6% of base salary
After fifteen years of service	7% of base salary
After twenty years of service	8% of base salary
After twenty-five years of service	9% of base salary

All employees hired after July 1, 1993 shall receive longevity pay in addition to their base pay as follows:

After ten years of service	6% of base salary
After fifteen years of service	7% of base salary
After twenty years of service	8% of base salary
After twenty-five years of service	9% of base salary

The above longevity pay shall have a cap of \$5000.00.

All employees hired after July 1, 2000 shall not be entitled to longevity pay.

These longevity increases shall be over and above any other increases and shall be in addition to their base pay. A year of active service shall be computed in the same manner as the year of active service is computed in the salary guide.

It is understood and agreed that years of service as applied to this Article means service in Passaic County Vocational and Technical School.

C. 1. Any employee who has obtained a boiler license shall receive an additional \$785.00 (prorated). If an employee fails the boiler license exam twice, then it shall be at the discretion of the Business Administrator or his/her designee whether the license is required.

2. Anyone who is designated by the Business Administrator or his/her designee as an active bus driver must have a CDL license, and if so designated shall receive a salary enhancement of \$800.00. It is specifically understood that bus driver is a stipend position and not a full time position. When not assigned to driving, the employee will perform custodial duties.

3. Anyone designated by the Business Administrator or his/her designee as the full time stock room operator shall receive a salary enhancement of \$2,000.00

4. Anyone designated by the Business Administrator or his/her designee as a state licensed pesticide control person, state licensed electrician, state licensed plumber, or persons holding valid HVAC certificates or refrigeration certificates, shall receive a salary enhancement of \$1,300.00.

5. Anyone designated by the Business Administrator or his/her designee as the swimming pool operator shall receive a salary enhancement of \$800.00. In the absence of the designated swimming pool operator (SPO), any person with the appropriate certification assigned to the SPO's duties will be compensated at the rate of \$25.00 per day.

6. Anyone designated by the Business Administrator or his/her designee as a certified locksmith shall receive a salary enhancement of \$100.00.

D. Perfect Attendance Award:

1. The Board of Education has established a fund of \$750.00 for the perfect attendance program for full-time employees only. For purposes of calculating perfect attendance, an employee may use his or her personal days and still be eligible for perfect attendance. Vacation and funeral days are not included in the perfect attendance definition. Any sick days taken, whether a full day, a half-day or 6 hours sick no charge will eliminate any candidate from the perfect attendance award. There will be no extra vacation day given for the award in lieu of the \$750.00 per person.

E. Transportation Coordinator

Anyone designated by the Business Administrator or his/her designee as the Transportation Coordinator will receive a stipend of \$4,000.00.

ARTICLE XV
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2003 and shall continue in effect until June 30, 2004. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries, on the dates set forth below.

PASSAIC COUNTY TECHNICAL
AND VOCATIONAL MAINTENANCE
AND CUSTODIAL ASSOCIATION

PASSAIC COUNTY TECHNICAL
AND VOCATIONAL BOARD OF
EDUCATION

By: _____
President

By: _____
President

Date: January 27, 2004

ATTEST:

Secretary

Mae Remer, Secretary

SCHEDULE "A"

2003-2004 SALARY GUIDE			
Step	Custodians	Maintenance	
1	24,300	30,490	
2	24,790	31,100	
3	25,290	31,720	
4	26,600	32,350	
5	27,100	33,660	
6	27,695	35,500	
7	28,940	37,000	
8	30,040	38,500	
9	32,000	40,000	
10	34,080	42,450	
11	36,290	45,050	
12	38,640	47,810	
13	42,650	52,250	