

2752

AGREEMENT BETWEEN

THE ROCKAWAY TOWNSHIP BOARD OF EDUCATION

AND

THE ROCKAWAY TOWNSHIP CUSTODIAL

AND

MAINTENANCE ASSOCIATION

1995 - 1997

TABLE OF CONTENTS

Article		Page
	Preamble	3
I	Recognition	3
II	Nondiscrimination	3
III	Negotiation Procedure	3
IV	Grievance and Arbitration	4-6
	Policy	
	Procedure	
V	Leaves of Absence	6-8
	Sick Leave	
	Personal Leaves of Absence	
	Jury Duty	
	Superior Attendance Record	
VI	Hospitalization/Major Medical/Dental Benefits	8-9
VII	Salaries	9-10
	Salary Schedule	
	Overtime Pay	
	Call Out Pay	
	Temporary Assignments	
VIII	Stipends	11-12
	Shift Differential	
	Boiler Operator Stipend	
	Air Conditioning Stipend	
	Asbestos Operations & Maintenance Stipend	
	Head Custodian Stipend	
IX	Payroll Deductions	12-14
	Dues Deduction	
	Payroll Deductions	
X	Hours of Work	14
	Tours of Duty	
	Time Clocks	
XI	Assignments	15
	Daily Check List	
	Maintenance Work Orders	
	Commodity Shipments	
XII	Transfers	15
XIII	Uniforms	16
XIV	Vacations	16-17
XV	Holidays	18
XVI	Promotions/Layoffs	18
XVII	Tenure Status/Evaluations	19
XVIII	Employer or Association Meetings	19
XIX	Payment at Retirement	19-20
XX	Publication of Agreement	20
XXI	Miscellaneous Provisions	20-21
	Public Relations Material	
	Security	
	Mileage	
	Safety	
	Accidents	
XXII	Duration of Agreement	22
	Signatures	22

PREAMBLE

Pursuant to the provisions of New Jersey Statute 34:13A-1 et. seq., this Agreement is entered into by and between the Rockaway Township Board of Education, New Jersey, hereinafter called the "Board", and the Rockaway Township Custodial and Maintenance Association, hereinafter called the "Association."

ARTICLE I - RECOGNITION

- A. The "Board" hereby recognizes the "Association" as the exclusive and sole representative for collective bargaining negotiations concerning the terms and conditions of employment for custodial and maintenance personnel under contract with the "Board", including head custodians, and excluding supervisory, managerial, confidential and other employees.
- B. The "Board" agrees not to negotiate concerning said employees in the unit defined in Paragraph A above with any organization other than the "Association" for the duration of this contract.

ARTICLE II - NONDISCRIMINATION

- A. The "Board" and the "Association" agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall greatly exemplify that there is no discrimination in the hiring, training, assignment, promotion or discipline of its employees or in the application or administration of this Agreement on the basis of race, color, creed, religion, national origin, sex, domicile, or marital status.
- B. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or application shall not be determined valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

ARTICLE III - NEGOTIATION PROCEDURE

- A. Pursuant to New Jersey Statutes 34:13A-1 et. seq., the "Board" agrees to enter into collective negotiations with the "Association" in a good faith effort to reach agreement on terms and conditions of employment.
- B. The parties shall exchange proposals in writing prior to the start of negotiations but no later than October 1st of the school year in which negotiations are to take place. The time and place of meeting shall be set by mutual agreement.
- C. Negotiations shall begin not later than October 15th of the calendar year preceding the year in which the agreement is to go into effect.

ARTICLE III - GRIEVANCE PROCEDURE

- A. All contractual employees of the "Association" shall be granted grievance as outlined in Board Policy #4122 R-2.
- B. Effective July 1, 1971, it is agreed at that a binding arbitration procedure shall take effective. In connection with this procedure, the parties hereto agree as follows:
1. Non-tenure employees shall not be permitted to grieve their non-reemployment.
 2. Binding arbitration shall pertain only to the application, interpretation and noncompliance of the terms and provisions of this written Agreement.
 3. Administrative decisions shall be grievable up to and including the Board of Education but shall not be subject to the binding arbitration provisions of the Agreement.
 4. The purpose of the following procedure is to provide a means for the processing of a dispute or controversy which may arise with respect to the interpretation, application or noncompliance with the provisions of this Agreement.
 - (a) The term "grievance" as used in this Agreement, is a dispute or controversy concerning the interpretation, or application of, or noncompliance with the provisions of this Agreement.
 5. The grievance procedure herein set forth shall be available only to those employees within the bargaining unit heretofore set forth, who have completed at least three (3) months' employment with the "Board". This grievance procedure shall not be available to non-tenured employees concerning their non-reemployment by the "Board".
 6. A grievance to be considered under this procedure must be initiated by the employee within ten (10) school days of its known occurrence. Failure to so act shall be deemed to constitute an abandonment of the grievance.
- C. Policy
1. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate two (2) representatives to appear with him/her at any step of the appeal. A minority organization shall not have the right to present or process a grievance.
 2. Nothing herein contained shall be construed to limit the right of any employee having a grievance to process through all prescribed levels with or without intervention by the "Association", as the employee may elect. The "Association" shall, however, be given an

opportunity to be present at all hearings conducted after Level One, and shall, with permission of the employee, have access to all pertinent documentation.

3. The "Board" shall have the right to designate a representative to participate at any stage of the grievance procedure.
4. Failure at any level of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next level. Failure at any level of this procedure to appeal a grievance to the next level within specified time limits, shall be deemed to be abandonment of the grievance or acceptance by the employee of the decision rendered at this level. Time limits may be waived only with the written consent of the parties as each level.
5. It is understood that the employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the "Board". If time is lost by an employee in processing of a grievance, necessitating the retention of a substitute (except where the employee is temporarily relieved of normal duties by the Superintendent), the "Board" will pay only the cost of the substitute. The time lost by the employee must either be without pay or charged to personal time.

D. Procedure

1. The employee shall first discuss his/her grievance orally with his Supervisor of Buildings and Grounds either directly or through the "Association's" designated representative with the objective of resolving the matter informally.
2. If a satisfactory settlement is not reached at the informal level, hereinabove set forth, or if no decision has been rendered within five school days after presentation of grievance, the employee or representative may present his/her grievance in writing within five (5) days after determination made in Paragraph 1 to the Superintendent or his/her designated representative. The written grievance shall set forth:
 - a. the nature of the grievance and the remedy requested;
 - b. the nature and extent of injury or loss;
 - c. the results of the previous discussion;
 - d. the basis of dissatisfaction with prior determination.
3. A written decision shall be rendered within five (5) full days after receipt of the written grievance.

4. If the grievance not satisfactorily disposed of in the prior step, or if no decision has been rendered within five(5) school days after delivery of the grievance to the Superintendent, then the grievance may be referred to the Board of Education within ten (10) school days of the completion of the proceeding in the preceding paragraph. The submission to the "Board" shall be in writing and shall include copies of all relevant documents previously considered in the grievance procedure together with a statement explaining the employee's dissatisfaction with those decisions previously rendered. Within two (2) weeks after receipt of the written grievance (unless a different period of time is mutually agreed upon in writing), the "Board" shall in writing advise the "Association" of its determination to the immediate supervisor of the aggrieved employee.
5. In the event the disposition made of the grievance is deemed unsatisfactory, either party may request the American Arbitration Association to process the grievance in question in accordance with its rules and regulations for the selection of an Arbitrator. Such request must be made within fifteen (15) calendar days of the date of receipt of the Board's decision.
6. The Arbitrator shall limit his/her determination to the issues submitted to him/her and shall rule on nothing else. The Arbitrator's determination shall be limited strictly to the application or interpretation of the provisions of this Agreement, and he/she shall be without power or authority to make any determination contrary to or inconsistent with the terms of this Agreement or of applicable law. The Arbitrator may not alter, add to or omit from the provisions of this Agreement.
7. Only the "Board" and the Aggrieved and the "Association" shall be supplied with copies of the Arbitrator's determination.
8. Each party will bear the total cost incurred by itself. The fees and expenses of the Arbitrator are the only costs which shall be shared equally.

ARTICLE V - LEAVES OF ABSENCE

A. Sick Leave

1. Sick leave shall consist of twelve (12) days per year. However, in the event an employee, for any reason, enters a pay status after September 1st of any year, he/she will be considered to have earned sick leave at the rate of one (1) day per month, starting with the first full month of employment. Unused sick leave may be accumulated without limit.

2. A doctor's certificate shall be submitted to the superintendent's office by the employee when sick leave shall extend five (5) days or longer.
3. The "Board", in its sole discretion, may grant extended sick leave to an employee who has exhausted his/her accumulated sick leave. Such extended leave, if granted, shall commence on the day following the last day of the employee's accumulated statutory sick leave and shall consist of the difference between this employee's salary and the salary paid to his/her substitute or the estimated cost of a substitute if none is employed. Extended leave shall not extend beyond June 30th of the school year in which the illness or injury occurs. Requests for extended sick leave will be reviewed by the "Board" on a case-by-case basis, and the "Board's" determination with respect to any request for extended sick leave shall not be subject to the grievance procedure, including binding arbitration.

B. Personal Leaves of Absence

The Superintendent or his/her designee may grant leaves with pay to all personnel under his/her jurisdiction as follows:

1. Any full time employee shall be granted up to five (5) days upon request when death occurs in the immediate family. (Husband, wife, father, mother, son, daughter, sister, brother, husband's parents, wife's parents, grandparents, grandchildren, legally adopted children, and any other member of the immediate household.
2. When individual circumstances are such that a close relative other than those defined as immediate family should be considered as a member of the immediate family, a special request may be granted not to exceed five (5) consecutive days.
3. One (1) day's leave of absence, with pay, may be granted upon request to attend the funeral of a relative or close friend. Such leave will be granted once in each contract year.
4. Three (3) days' leave of absence per annum with pay may be granted upon request to care for a member of the immediate household family who is ill.
5. A maximum of three (3) days' leave of absence with pay may be granted upon request to attend to matters of emergency personal business which are so pressing that they demand immediate attention and can be taken care of only on a working day. Those days may not be used to lengthen a vacation.
6. Other brief leaves of absence may be granted for just cause within the discretion of the Board of Education and the failure and refusal to grant such additional leave shall not be subject to the grievance procedure.

C. Jury Duty

Employees called for jury duty shall be paid an amount equal to the difference between the employee's daily salary and the jury duty fee paid by the court (not including travel allowances or reimbursement of expenses) for each school day the employee reports for or performs jury duty.

D. Superior Attendance Record

1. For the purpose of encouraging superior attendance the "Board" will establish the following procedures for the 1995-1997 school years. The "Board" at its own option, may increase the benefits or modify or discontinue the plan in following years.
2. A sum of \$2,000.00 will be divided among those employees who qualify by reason of superior attendance.
3. An employee with no absences during the school year will be entitled to two (2) proportionate shares. An employee with one day will receive one (1) proportionate share.

4. For example:

# of Employees Qualifying	Attendance Record	Entitlement Shares
4 Employees	No Absence	8
4 Employees	1 Absence	4
Total Shares accumulated:		12 Shares

\$2,000.00 --12 shares = \$166.67

5. Therefore, the employees with no absences, in example above, would receive \$333.33 and each of the employees with one absence would receive \$166.67.
6. Absences excluded from application to the above procedure are death in the immediate family, jury duty absences and vacation days.
7. In no event will the amount awarded be less than \$200.00 each for perfect attendance and \$100.00 for one absence.

ARTICLE VI - HOSPITALIZATION,
MAJOR MEDICAL & DENTAL BENEFITS

- A. Full Family Hospitalization and Major Medical coverage shall be available by a plan providing comparable or better coverage than the plan in effect for the 1975-1976 school year. The "Board" shall have the right to change insurance carriers provided that the plan shall at all times provide for comparable or better coverage than the plan in effect for the 1975-1976 school year. In the event the "Association" is of the opinion that the plan does not provide for comparable or better coverage than the plan in effect for the 1975-1976 school year, then and in that event, the "Association" may proceed through the grievance procedure including arbitration, to determine whether the coverage provided is comparable or better than that which was in effect for the

1975-1976 school year, and the arbitrator shall have full authority with reference for this particular issue to continue the coverage in effect as provided for by the "Board" or to set aside the coverage in effect for the 1975-1976 school year. Effective for the school year 1995-96 and 1996-97 employees will contribute to the cost of the health benefits plan through payroll deductions according to the following schedule:

Custodial Staff - \$475.00
Maintenance Staff - \$500.00

This co-payment for benefits provision may be reopened if and when something other than a co-payment for benefits is negotiated with the R.T.E.A.

- B. The "Board" shall notify the carrier to provide to each individual a description of the Health Care Insurance coverage provided under this Article at the beginning of the 1992-1995 school years, which shall include a clear description of conditions and limits of coverage as listed above.
- C. Commencing July 1, 1995, the "Board" will assume the cost of a Dental Plan for the 1995-1996 and the 1996-1997 school years, up to a maximum payment of \$9.53 monthly for single coverage and \$28.60 monthly for family coverage. Any excess above such rates shall be borne by each employee through a Payroll Deduction Plan.

ARTICLE VII - SALARIES

- A. Effective July 1, 1995, salaries will not be determined by a duly constructed guide. Each employee's salary for 1994-95 will be used as the base for salary increases in 1995-96 and 1996-97.
- B. Each year a new entry-level salary will be determined by the Board of Education. No new employee will be hired at a pay rate in excess of 120% of the established lowest salary.
- C. Salary increases for the duration of this contract will be as follows:

1995-96	3%
1996-97	3%

CUSTODIAL/MAINTENANCE STAFF EMPLOYMENT LIST FOR 1995-96

Employee Name	Date Hire	Base Salary	B.O.L. Stipend	Asbestos Stipend	H.C. Stipend	Night Diff.	Total Salary	
Juan Acevedo	1/15/90	\$24,940	1,200			600.00	\$26,740	
John Ashworth	7/3/95	\$25,584		*1,000			*\$26,584	
*Effective 10/1/95 \$1,000 Asbestos Stipend Prorated - Annual Salary \$26,584.00 Prorated								
*Joseph Cervencik	4/18/73	\$36,137	1,200			600.00	*\$37,937	
*(Prorated Salary - Effect. 8/16/95-6/30/96)								
Dennis Chamberlain	9/12/79	\$35,161	1,200	1,000	1,350		\$38,711	
Gilberto Diaz	4/15/85	\$28,307	1,200			600.00	\$30,107	
David Evanitsky	8/03/92	\$25,761	1,200			600.00	\$27,561	
Nelson Frutchey	7/06/93	\$21,636	1,200			600.00	\$23,436	
Miguel Garchitorena	9/02/86	\$27,617	1,200			600.00	\$29,417	
Rogel Garcia	7/07/86	\$27,617	1,200	1,000	1,350		\$31,167	
Earl Godfrey	10/03/79	\$35,161	1,200			600.00	\$36,961	
Melvin Hopler	12/21/89	\$26,352	1,200	1,000		600.00	\$29,152	
John Paul Kepler	5/31/74	\$36,137	1,200	1,000	1,350		\$39,687	
*Sandra LaBell *(Formerly Kennedy)	8/16/93	\$22,463	1,200			600.00	\$24,263	
Felix Leonawicz	11/6/95	*\$25,800	* Annual Salary Prorated					*\$25,800
Ramon Lopez	9/19/88	\$25,761	1,200			600.00	\$27,561	
Valerie Morgan	2/29/88	\$25,761	1,200				\$26,961	
James O'Connor	5/13/80	\$34,178	1,200			600.00	\$35,978	
Edison Panchana	12/10/93	\$21,636	1,200			600.00	\$23,436	
Angel Parraga	7/20/93	\$21,636	1,200			600.00	\$23,436	
Orlando Rivera	7/05/88	\$25,761	1,200			600.00	\$27,561	
John Rogalsky	6/17/85	\$29,293	1,200	1,000	1,450		\$32,943	
*Angel Rosa	8/7/95	\$21,636	*(Prorated Salary - Effective 8/7/95 - 6/30/96)				600.00	*\$22,236
Robert Shaw	7/26/93	\$21,636	1,200			600.00	\$23,436	
*Michael Sherrer	5/19/90	\$28,633	1,200	1,000	1,350		*\$32,183	
*(Prorated Salary- Effective 8/16/95-6/30/96)								
Louis Sica	5/17/83	\$32,065	1,200	1,000			\$34,265	

CUSTODIAL/MAINTENANCE STAFF EMPLOYMENT LIST FOR 1995-96

Employee Name	Date Hire	Base Salary	B.O.L. Stipend	Asbestos Stipend	H.C. Stipend	Night Diff.	Total Salary
Richard Sobczak	1/07/80	\$39,842	1,200	1,000			\$42,042
Robert Sosa	3/16/85	\$28,307	1,200				\$29,507
Albert Tallaksen	1/25/88	\$25,761	1,200	1,000	1,350		\$29,311

D. Overtime Pay

1. All employees shall be paid time and one-half their base contract rate after forty (40) hours of work in a regular week commencing on Monday, except as follows:
 - a. All employees shall be paid double their base contract hourly rate for Sundays and Holidays worked.
 - b. All employees scheduled to work Saturday and who have not been notified by 1:00 P.M. on Thursday shall be paid double their base contract hourly rate for such hours worked. This clause will not be in effect for the 1995-96 school year.
2. Overtime for maintenance personnel shall be distributed by the Supervisor amongst the employees in the classification involved.
3. Overtime for custodians shall be rotated within each building.

E. Call Out Pay

1. Except for snow removal, any employee called out on Monday through Friday, inclusive, after completing his/her shift, shall be guaranteed two (2) hours' pay for one and one-half times his/her base contract rate.
2. Any employees called out after midnight on Friday and prior to midnight on Sunday, shall be guaranteed two (2) hours' pay at double his/her base contract rate.
3. Any employee called out for snow removal Monday through Friday, inclusive, shall be paid straight time and shall have his/her shift adjusted in order that he/she works a scheduled eight (8) hour workday.
4. Any employee called out for snow removal after completing a forty (40) hour week ending on Friday, shall be paid time and one-half his/her regular base rate for all hours worked after the completion of his/her shift and prior to midnight Saturday.
5. Any employee called out for snow removal after completing a forty (40) hour week ending on Friday shall be paid double his/her regular base rate for all hours worked on paid holidays or between midnight Saturday and midnight Sunday.

F. Temporary Assignment

When it is necessary to temporarily replace a night shift custodian, at least one-half of the night shift custodian's assigned hours shall be worked by any combination of one or more replacements properly assigned.

ARTICLE VIII - STIPENDS

A. Shift Differential

There shall be paid to custodians a night shift differential, paid to those employees who work on a 3:00 P.M. to 11:00 P.M. shift (including the 1:00 P.M. to 9:00 P.M. shift at Dwyer School), during the school year July 1st through June 30th as follows: 1995-1996 and 1996 -1997 @ \$600.00.

B. Boiler Operator Stipend

1. All custodial and maintenance personnel holding proper Black Seal Boiler Operator License shall receive an additional stipend as follows: 1995-1997 @ \$1,200.00.
2. Employees hired July 1, 1973, and thereafter shall obtain a Black Seal Boiler Operator License within six (6) months of date of employment. Under exceptional circumstances, an employee may request an additional six (6) months in which to secure a Black Seal Boiler Operator License, and such request shall not be unreasonably denied by the Superintendent.
3. The "Board" will supply initial tuition costs and textbooks necessary for employees to receive a Boiler Operator License, limited to one (1) time for any employee.
4. Upon proper application for reimbursement, the "Board" shall pay the cost of license renewal for a Boiler Operator.

C. Air Conditioning Stipend

A bargaining unit employee, as designated by the "Board" in its sole discretion shall be responsible for the operating of air conditioning equipment at the Dwyer School and shall receive for such work a stipend in the amount of \$175.00 per year.

D. Asbestos Operations & Maintenance Stipend

Any individual certified by State of New Jersey, and serving on District Asbestos Management Team will receive an annual stipend of \$1,000.00. The "Board" will determine whether to have a team, and, if so, will select the individuals to serve on this team, limited to only Maintenance Department personnel and Head Custodians.

Employees on Asbestos Management Team shall be compensated at twice the regular hourly rate for all asbestos containment work.

E. Head Custodian Stipend

1. Each Head Custodian, as of the effective date of this Agreement, is assuming the responsibility of a group leader which means that he/she shall participate in the daily work assignments of those other custodians with whom he/she works, pursuant to instructions given to him/her as Head Custodian.
 - a. Has direct input into evaluation
 - b. Twice a month night time building and crew check
 - c. Remain on job until 3:15 P.M. to discuss any problems, questions and/or assign special activities or jobs
 - d. Responsible for the implementation of the "Standard operations Procedure Manual" as per the supervisor's responsibility
 - e. Supervise overtime and distribute overtime
 - f. Supervise summer cleaning
 - g. Monitor usage of supplies
 - h. Head Custodian has right to assign work areas and tasks
 - i. Operation and monitoring of boilers and "Boiler Log" and entire heating system
 - j. All other duties as submitted by the Administration.
2. Head Custodians of the several schools shall receive an additional annual stipend for the school years covered by this Agreement according to the following schedule:

<u>Contract Year</u>	<u>Large School</u>	<u>Medium School</u>
1995-97	\$ 1,450.00	\$1,350.00
3. All Head Custodians must have a Boiler Operator License.

ARTICLE IX - PAYROLL DEDUCTIONS

A. Dues Deduction

1. The "Board" agrees to deduct from the salaries of employees dues for the "Association", the New Jersey Education Association, the National Education Association, or any combination of such associations as said employee individually or voluntarily authorizes the "Board" to deduct. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the "Association". The person designated shall disperse such monies to the appropriate association or associations.
2. The "Association" shall, on or before July 1st, deliver to the "Board" a written statement containing the following:
 - a. A statement that the "Association" has determined the amount of representation fee in accordance with the formulated requirements of New Jersey Statutes Annotated 34:13A-5.4.

- b. A statement that the "Association" has established a "demand and return system" in accordance with the requirements of the N.J.S.A. 34:13A-5.4.
 - c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each nonmember. Such representation fee shall not exceed eightyfive percent (85%) of the regular membership dues, fees and assessments.
 - d. A list of all members of the bargaining unit who have failed to arrange for and become members of the "Association" and a request that the representation fee of such non-members be deducted in accordance with the Agreement.
3. Beginning with the first full pay period in September, the "Board" will commence deductions from salaries of such members of the bargaining unit in accordance with Paragraph 3 below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the "Association.:

B. Payroll Deductions

1. The "Board" will deduct the representation fee in twenty (20) equal installments, as nearly as possible, from the paychecks to each employee on the aforesaid list, during the remainder of the membership year in question. The deduction will begin with the first paycheck:
 - a. In September; 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 resumption of the employee's employment in a bargaining unit position, which is later. The mechanics for deduction of representation fees and the transmission of such fees due to the "Association", as nearly as possible, shall be the same as those used for the deduction of regular membership to the "Association."
2. On or about the last day of each month, beginning with the month this Agreement becomes effective, the "Board" will submit to the "Association" 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.
3. The "Association" 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 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.

ARTICLE X - HOURS OF WORK

A. Tours of Duty

1. The standard tour of duty for all personnel assigned shall be as follows:
Day Shift - 7:00 a.m. - 3:00 p.m.
Night Shift - 3:00 p.m. - 11:00 p.m.
Midnight Shift - 11:00 p.m.- 7:00 a.m.
2. On those days declared as "Snow Days" and on teacher holidays, night shift personnel will report on the day shift.
3. The July 1st shift change of personnel from the night shift to the day shift may begin in June at the option of the employer.
4. One half (1/2) hour uninterrupted lunch period for maintenance personnel.
5. Custodial employees are required to remain in the building and shall not have a duty-free lunch period.
6. All bargaining unit personnel are required to remain at their work locations until given permission to leave the area by the Superintendent of Buildings & Grounds or his/her designee.
7. In the event of a permanent change in tour of duty, the "Board" shall advise an employee so affected by at least one (1) week's advance notice thereof.

B. Time Clocks

1. All bargaining unit employees shall punch in and out on time clocks provided for that purpose by the "Board" at each building. No employee may punch another employee's Time Card. Any violation of this rule will result in severe disciplinary action up to and including discharge, as determined by the "Board" and its administrative staff.
2. Maintenance employees shall punch in and out at the Maintenance Department building at 183 Green Pond Road. In the event a job assignment continues for one or more consecutive workdays, then the maintenance employees performing the work shall punch in and out at the school at which he/she is then working for the duration of the assignment.
3. All employees shall punch in/out for all "off-hour call-outs."

ARTICLE XI - ASSIGNMENTS

A. Daily Check List

Each custodian shall submit daily to the Head Custodian of the school, a Daily Check List of his/her work in his/her area of responsibility.

B. Maintenance Work Orders

All work orders shall reflect starting time and completion time of each maintenance project reflecting the total man hours required for completion by stamping the work order in the time clock.

C. Commodity Shipments

1. When "Board" employees are employed for loading or unloading the surplus commodity supplies at Jersey City, there shall be two (2) employees when the order exceeds one hundred (100) cartons. In the event only one (1) employee picks up the commodities at Jersey City, the Head Custodian will assist in unloading the vehicle at the school.

2. When an employee is assigned the Jersey City run and departure from Rockaway is at 4:30 A.M. or earlier, employees so employed shall be reimbursed for breakfast. During the school years 1989-1992 employees so employed shall be reimbursed for breakfast at the rate of \$4.50 per employee.

D. During the 1995-96 school year (only), employees will not report to duty for November 9-12, 1995, and December 27-30, 1995. By mutual agreement, other days may be substituted. In return, the employee will work five (5) Saturdays, specified by the Board of Education. Saturdays will require a minimum of six (6) hours worked.

ARTICLE XII - TRANSFERS

A. Employees shall have four (4) working days notice on transferring to another school.

B. Transfer requests shall be afforded consideration by the Board when made in writing. However, in the event the "Board" fails to honor the transfer request, such refusal shall not be subject to the Grievance Procedure.

C. When the "Board" determines that a vacancy exists, the following procedure shall be followed:

1. A custodial position vacancy will be posted on "Association" boards for a period of two (2) full school days during which time an employee may apply in writing to the Superintendent or his/her designee, that employee's desire to fill the position. If no candidate acceptable to the "Board" applies by the end of the second day, the "Board" may give an employee a written notice of transfer four (4) days prior to starting at the new location.

2. The foregoing procedure shall apply only to the first opening. All other openings which arise subsequently from the filling of that first opening shall be filled in accordance with the provisions of Paragraph A.

ARTICLE XIII - UNIFORMS

- A. Upon completion of a sixty (60) day probationary period, custodial and maintenance employees shall be provided with three (3) sets of uniforms. (Each set shall consist of one (1) shirt and pants and one (1) short sleeve shirt.
- B. Upon completion of one (1) year of continuous service, a custodial employee will be supplied with three (3) sets of uniforms annually. Maintenance employee will be supplied with four (4) sets of uniforms annually. A set is defined as consisting of one (1) pair of pants and one (1) shirt (either a long or short sleeve shirt).
- C. Female custodians shall receive an annual clothing allowance of \$60.00 in lieu of uniforms and coveralls, provided in Paragraph A and B hereof, with which money uniforms are to be purchased.
- D. Uniforms shall be ordered for employees no later than June 1st preceding the contract year.
- E. Foul weather gear, including boots, goggles and rain gear jackets, shall be provided for maintenance employees and it is understood and agreed that this equipment is the property of the Board of Education and shall not be removed from Board of Education premises.
- F. All bargaining unit employees shall wear "Board" provided uniforms at all times while on duty.
- G. Each unit member will receive an allowance of \$75.00 per year. This allowance will be paid upon submission of proof of payment for an appropriate pair of work shoes. Appropriate work shoes must be worn on the job by all employees.

ARTICLE XIV - VACATIONS

- A. All contractual employees of the "Association" shall be granted annual vacations based on the following schedule:
- | | | | |
|----|-------|---|--------------------|
| 1 | year | - | 2 weeks |
| 2 | years | - | 2 weeks and 2 days |
| 3 | years | - | 2 weeks and 3 days |
| 4 | years | - | 2 weeks and 4 days |
| 5 | years | - | 3 weeks |
| 10 | years | - | 4 weeks |
- B. Vacations shall not be scheduled during school holiday periods between September 1st and June 30th except for one (1) day holidays.

- C. All employees must schedule at a time mutually agreeable to the employer two (2) weeks of accrued vacation time in July and/or August. Such time may be taken as consecutive time if so desired by the employee. All remaining vacation time, if any, shall be taken at a mutually agreeable time and may be consecutive, if desired by the employee.
- D. Employees will be supplied with vacation forms by April 1st of each school year, which forms shall be returned to the "Board" by May 1st, and the employee shall set forth thereon the vacation period the employee desires. The "Board" shall post a vacation schedule by June 1st. In the event an employee fails to return the form within the time period herein specified, then, in the event of conflict, the employee shall have no recourse to assert his/her seniority rights.
- E. Seniority shall be the determining factor when vacation requests conflict with one another.
- F. Annual vacation benefits for a given school year shall be based on the employee's full and complete years of service in the district as of June 30th of the preceding school year.
1. For the purpose of clarification:
An employee's number of full years of service on June 30th shall determine the vacation period to which he/she will be entitled for the school year beginning July 1st of the previous calendar year. An employee who started in the district on November 4th, and will have completed three (3) full years of service by June 30th of the current school year will, therefore, be entitled to the benefits listed for employees with three (3) years of service - two weeks and three days.
 2. First year employees:
Employees who have completed less than one (1) full and complete year of service by June 30th shall be entitled to a vacation equivalent to 10/12 of one day for each month of service completed by June 30th.
For the purpose of clarification:
During the school year July 1st through June 30th, a first year employee who started after the first day of:

July	-	Shall be entitled to 9 days
August	-	8 days
September	-	8 days
October	-	7 days
November	-	6 days
December	-	5 days
January	-	4 days
February	-	3 days
March	-	2 days
April	-	2 days
May	-	1 day
June	-	0

ARTICLE XV - HOLIDAYS

- A. All contractual employees of the "Association" shall be granted ten (10) days annually, to include the following basic days: New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Veterans' Day, Thanksgiving Day and the Friday after Thanksgiving, Christmas Day, and one-half day on Christmas Eve, and one-half on New Year's Eve.
- B. Two (2) additional days by mutual agreement with school calendar as guide.
- C. If a holiday falls on a weekend, another closed day on the school calendar shall be granted after agreement between the Superintendent and his/her designee and the "Association" as to what the other day shall be.

ARTICLE XVI - PROMOTIONS/LAYOFFS

- A. The "Board" agrees to post promotional openings to higher paid positions such as head custodians and maintenance employees positions. Copies thereof shall be forwarded to the Secretary of the "Association" for posting on the Association bulletin board.
 - 1. Qualified persons from staff will be given full consideration for promotion. Seniority will be recognized but not as a sole factor.
 - 2. When openings in the maintenance classifications occur, consideration shall be given to qualified custodial staff personnel.
- B. When the "Board" determines that a vacancy exists it shall:
 - 1. Post notices of any such vacancy in all buildings with such information as job title, salary range, qualifications, duties and last date applications will be accepted.
 - 2. In no case shall the time between the posting of the vacancy and the deadline for making application be less than three (3) working days, nor more than five (5) working days.
 - 3. Any employee who does not submit his/her bid within the aforesaid time period shall have no right to fill that particular position.
- C. Layoffs
In the event layoff become necessary, seniority shall be the determining factor within classifications and provided the employee is qualified to perform the work without further training.

ARTICLE XVII - TENURE STATUS/EVALUATION

- A. The "Board" agrees to granting tenure status to custodial and maintenance staff personnel after three (3) full years of continuous service, providing a satisfactory evaluation is maintained.
- B. An employee shall be given written notice of unsatisfactory performance and/or the possibility of the withholding of an increment and in the case of a non-tenured employee, the possibility of termination. Such notice shall advise the employee that the performance of the employee will be reviewed no later than thirty (30) days from date of notice. At such time, the "Board" shall take such action as it deems appropriate. The employee shall have the right to be represented by up to two (2) representatives of his/her choosing at the review.
- C. Upon request an employee, after giving reasonable notice, shall have the right (not more than twice a school year), and on such employee's own time, to review the contents of his/her personnel file.

ARTICLE XVIII - EMPLOYER OR ASSOCIATION MEETINGS

- A. Employer/Employee Relations Meeting
 - 1. The "Board" shall grant time off with pay and provide adequate coverage to allow "Association" representatives to participate in employer/employee relations meeting. Such meetings shall be on a mutually agreed upon schedule.
 - 2. Meetings may include discussions relating to safety and human relations, but shall not include discussions of grievances.
- B. Association Meetings
 - 1. The "Association" shall notify the "Board" at least seventy-two (72) hours in advance of its intent to use the facilities for meetings and the "Board" shall grant permission for the use of said facilities provided there is no conflict with normal school activities.
 - 2. The "Association" may provide a bulletin board at each school in the Boiler Room and/or Maintenance Department upon which it may post notices to its membership.

ARTICLE XIX - PAYMENT AT RETIREMENT

- A. Effective July 1, 1989, each employee shall be entitled, upon retirement for service and age or disability from a state administered retirement system, to receive a lump sum payment for one-fourth of the earned and unused accumulated sick leave which is credited to him/her on the effective date of his/her retirement in the manner and to the extent provided for herein. An employee who elects a deferred retirement benefit shall not be eligible for supplemental compensation payment.

- B. Such supplemental compensation shall be computed as follows: The employee shall receive upon retirement one (1) day's pay for each four (4) days of earned and unused accumulated sick leave, less any leave days used in the five (5) preceding retirement, except for funeral leave of jury duty, and prorated for reduced sick leave entitlement resulting from an employee's retirement prior to the conclusion of any school year. The per them rate for calculating such supplemental compensation shall be 1/240 of the salary received during the last year of employment, provided, however, that no such lump sum supplemental compensation payment shall exceed \$3,000.00.
- C. Notice of intention to claim the benefits provided herein must be made in writing to the "Board" on or before November 1st of the year prior to the year in which the retirement becomes effective. In the event an employee fails to give notice by November 1st for the reason that such employee has not at that time determined to retire, but subsequently, due to some unforeseen reason such employee is compelled to retire, the employee shall give notice of the condition causing the retirement as soon as possible. In the event such employee demonstrates valid reason to waive the November 1st notice date, he/she will receive the benefits provided for. The "Board", however, may defer payment of all or part of the benefit to the year following the retirement.
- D. Employees who would otherwise be eligible for compensation pay at retirement, but do not retire from the employ of the board because of death, shall have payment for any eligibility for compensation as provided by Article XIX made to their estate.

ARTICLE XX - PUBLICATION OF AGREEMENT

Copies of this Agreement shall be provided at the expense of the "Board" within a reasonable amount of time after this Agreement is signed, in sufficient numbers to present same to all employees covered by this Agreement.

ARTICLE XXI - MISCELLANEOUS PROVISIONS

Public Relations Material

The "Board agrees to make available to the "Association", in response to reasonable requests advance notice, data pertinent to the school district that is made available to residents of the Township of Rockaway.

Security

Whenever the "Board may determine it advisable to utilize custodial and maintenance employees for security purposes, security patrols shall be selected on a rotating seniority basis.

Mileage

When authorized by the "Board" or its designee, custodial and maintenance employees shall be paid the mileage rate in effect at that time for the use of the employee's personal vehicle.

Safety

Unsafe or hazardous conditions shall be reported on the form provided by the "Board".

The "Board" shall provide a form in each building by means of which a custodian shall report damage, unruliness, or other misuse of the building by outside groups.

The "Board" and the "Association" agree to enter into discussions concerning safety problems and the formulation of safety program.

Accidents

An employee who sustains an injury on the job shall report the injury to his/her immediate supervisor (either the Head Custodian or the Supervisor of Buildings & Grounds) and provided he/she is then able to do so shall also report the injury to the building nurse on the day shift. The injured employee shall complete an Accident Report form supplied by the "Board" before the end of the work shift and shall turn same over to his/her supervisor.

This clause pertains to those injuries sustained while an employee is "on-site." The insurance coverage is provided under workmen's compensation rules in this instance only.

All other injuries, including those sustained while in transit to work, are covered under separate insurances including major medical and hospitalization.

ARTICLE XXII - DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1995, and shall continue in full force and effect until June 30, 1997.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed thereon.

ROCKAWAY TOWNSHIP BOARD OF EDUCATION

ATTEST:

BY: HEATHER AMSLUIT 1/23/96
Secretary Date

BY: Mary C. Madana
President Date

ROCKAWAY TOWNSHIP CUSTODIAL & MAINTENANCE ASSOCIATION

ATTEST:

BY: Wendy L. L. L. L. 12/14/95
Secretary Date

BY: Dennis Chamberlain Jan 4 - 1996
President Date