

AGREEMENT

Between

NEW PROVIDENCE BOARD OF EDUCATION

and

NEW PROVIDENCE CUSTODIAN AND  
MAINTENANCE ASSOCIATION

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July 1, 2012 through June 30, 2015

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PREAMBLE

THIS AGREEMENT is entered into this 28th day of June, 2012, by and between the BOARD OF EDUCATION OF THE BOROUGH OF NEW PROVIDENCE (hereinafter called the "Board" or the "Employer") and the NEW PROVIDENCE CUSTODIAN AND MAINTENANCE ASSOCIATION (hereinafter called the "Association").

ARTICLE I  
RECOGNITION

A. Unit. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full-time employees of the Board in the categories of:

1. Maintenance Personnel
2. Maintenance/Drivers
3. Custodians
4. Custodian/Drivers
5. Mail/School Bus Driver/Maintenance Helper, and
6. Bus Driver/Maintenance Helper

B. Definition. Unless otherwise indicated, the term "employee," when used hereinafter in this Agreement, shall refer to all employees represented by the Association in this negotiating unit.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with the New Jersey Employer-Employee Relations Act in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. The Association will initiate the process by serving the Board Secretary with a copy of its proposals not later than January 15th of the school year during which the contract expires. Any Agreement so negotiated shall apply to all employees, be reduced to writing and, after ratification, be signed by the Board and the Association.

B. Information. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counterproposals. The Board agrees to furnish, in response to requests, which are reasonable as to quantity and time, public information, including but not limited to annual financial reports and audits, the proposed budget, and a register of names and addresses of personnel covered by the terms of this Agreement. Anything herein stated to the contrary notwithstanding, the Board shall not be obligated to compile or to furnish any information which does not exist as a separate public record or document.

C. Procedure.

1. Representation. Neither party in any negotiations shall have any control over the selection of negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counterproposals in the course of negotiations.

2. Meeting Time. All meetings between the parties shall be scheduled, whenever possible, to take place when the employees involved are free from assigned responsibilities, unless otherwise agreed.

D. Interim Negotiations. This Agreement incorporates the entire understanding of the parties on all matters, which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any matter, whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

E. Modification Clause. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

F. Proposed new work rules shall be negotiated with the Association before implementation.

ARTICLE III

ASSOCIATION RIGHTS & PRIVILEGES

A. The Board agrees to furnish to the Association, in response to reasonable requests from time to time, public information concerning the financial resources of the district and such other public information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, together with public information which may be necessary for the Association to process any grievance or complaint.

B. Whenever any representative of the Association or any employee participates during working hours in mutually scheduled negotiations, grievance proceedings or conferences or meetings with any administrator, the Board, or any Board member or representative, the employee shall suffer no loss in pay.

C. The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings, on approval of the Superintendent, provided that this shall not interfere with normal school operations. The Principal shall be notified, in advance, of the time and place of all such meetings.

D. The Association and its representatives shall have the right to use school facilities and equipment, including typewriters, computers, duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable

times when such equipment is not otherwise in use. The Board of Education photocopier will also be available for Association use on a limited special need basis with one day's advance notice to the office of the Superintendent. The Association shall pay for the actual cost of all materials and supplies incident to such use. The Association will replace or repair equipment damaged as a result of misuse.

E. The Association shall have, in each building, the exclusive use of a bulletin board located in the head custodian's office and in the maintenance garage. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all materials to be posted on such bulletin boards shall be given in advance to the immediate supervisor.

F. The Association shall have the right to use the school mailboxes, as it deems necessary, with the approval of the Principal, which shall not be unreasonably denied.

G. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, with approval of the Superintendent, provided that this shall not interfere with normal school operations.



ARTICLE IV

DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction.

1. The Board agrees to deduct from the salaries of its employees, dues for the New Providence Custodians and Maintenance Employees Association, the Union County Education Association, the New Jersey Education Association, and the National Education Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (N.J.S.A. 52:14-15.9e) and under rules established by the State Department of Education. 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, by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

2. The Association represents that each of the associations named above will certify to the Board, in writing, the current rate of its membership dues and that any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such changes.

B. The filing of notice of an employee's withdrawal shall be prior to June 1st and become effective to halt deduction as of September 1st next succeeding the date on which notice of

withdrawal is filed.

C. Representation Fee.

1. The Association shall, on or before October 1, 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 N.J.S.A. 34:13A-5.4;

b. a statement that the Association has established a "demand and return system" in accordance with the requirements of 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 non-member. Such representation fee shall not exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.

d. a list of all employees 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.

2. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such employees, 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.

3. Payroll Deduction Schedule. The Board will deduct the representation fee equally, 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 layoff, 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 Association, as nearly as possible, shall be the same as those used for the deductions of regular membership to the Association.

4. 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 30-day period. The list will include names, job titles, and dates of employment for all employees.

D. Indemnification and Save Harmless Provision.

1. Liability. The Association agrees to indemnify and hold the Board harmless against any liability, including cost of suit and attorney fees, which may arise by reason of any action taken by the Board in complying with the provisions of this

Article, provided that:

a. the Board gives the Association timely notice, in writing, of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this paragraph; and

b. if the Association so requests in writing and the Board agrees, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all aspects of said defense.

2. Exception. It is expressly understood that paragraph #1 above will not apply to any claim, demand, suit, or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect execution of the obligations imposed upon it by this Article.

3. Notification. The Association will inform the Board as to the status of any action on a monthly basis.

ARTICLE V  
EMPLOYEE RIGHTS

A. Pursuant to the Employer-Employee Relations Act, the Board and the Association agree that every member of the unit shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations, or to refrain from such activities. The Board and the Association undertake and agree that they shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by the Employer-Employee Relations Act, or other laws of New Jersey or the constitutions of New Jersey or the United States.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. Whenever any employee is required to appear before the Superintendent, the Board or any committee thereof, for a meeting or conference, the purpose of which adversely concerns the continuance of that employee in office, position or employment, or adversely concerns salary or any increments pertaining thereto, he/she shall be given prior written notice of the reason for such meeting or conference and shall be entitled to have a representative of the Association present to advise and represent

him/her during such meeting or conference, provided that no unreasonable delay shall be incurred in the scheduling of such meeting due to a lack of representation. In addition, an employee who is the subject of a disciplinary investigation shall have the right to an Association representative at any such interview.

D. 1. All employees are probationary for a period of three years from their date of hire.

2. All new employees shall be hired with fixed term contracts.

3. When an employee commences his/her fourth year of consecutive employment in the district, that employee shall have permanent status under the terms of this Agreement and shall not be disciplined, discharged, or not reappointed without just cause. Grievances regarding the above shall be subject to binding arbitration under the terms of this Agreement.

4. Probationary employees may not be offered renewal of their fixed term contract, in the discretion of the Board, and this action shall not be arbitrable under the terms of this Agreement.

5. All disciplinary actions other than those set forth above shall be subject to the grievance procedure, including binding arbitration. Any actions taken by the Board for employee performance and not for discipline shall not be subject to arbitration.

E. No employee shall be prevented from wearing pins or

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other identification of membership in the Association or its affiliates.

F. Any criticism by a supervisor, administrator, or Board member of an employee shall be made in confidence and not in the presence of students, parents, other employees, or at public Board meetings.

ARTICLE VI  
BOARD'S RIGHTS

A. The Association recognizes that the Board has certain powers, rights, authorities, duties and responsibilities vested in it by the laws of the State of New Jersey and of the United States. It is understood that these include the rules and regulations included in the New Jersey Administrative Code, an official publication of the State of New Jersey, as well as requirements coming from the New Jersey Commissioner of Education in the form of memoranda.

B. In exercise of its discretionary authority, as aforesaid, the Board reserves the right to implement decisions except as limited by the specific terms of this Agreement.

C. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right through the Administration, in accordance with applicable laws and regulations:

1. To direct employees within the scope of their contracts in compliance with Board policy;
2. To hire, promote, transfer, assign and retain employees in positions within the school district;
3. To relieve employees from duties for just cause;
4. To maintain the efficiency of the school district operations entrusted to them;
5. To determine the staff by which school district



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operations are to be conducted; and

6. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE VII  
GRIEVANCE PROCEDURE

A. Definitions.

1. "Administrator" is any person or persons acting in a supervisory capacity.

2. "Aggrieved person" is the person or persons making the claim.

3. "Grievance" is a claim by an employee or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting an employee or group of employees in accordance with the law. Whenever, pursuant to the specific terms of this contract, any matter is left to the discretion of the Superintendent, such discretion will be final and not subject to the grievance procedure.

4. "Work day" shall be defined as a day when employees' attendance is required.

5. "Immediate supervisor" refers to the Building Principal or School Business Administrator, as may be appropriate.

6. "Party in interest" is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose.

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to problems, which may from time to time arise affecting grievances of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

C. Procedure. Since it is important that grievances be processed as rapidly as possible, the number of days indicated shall be considered maximum at each level, and every effort should be made to expedite the process. Time limits specified may be extended or shortened by mutual agreement.

D. Sequence of Levels for Resolving Grievances.

Level One. Any employee having a grievance shall, within fifteen (15) working days of the occurrence thereof, submit said grievance in writing to his/her immediate supervisor, and shall meet with the supervisor in an effort to resolve the matter.

Level Two. If the aggrieved person is not satisfied with the disposition of the grievance at Level One, or if no decision has been rendered within seven (7) work days after the

presentation of the grievance, he/she may file the grievance in writing with the Superintendent of Schools within five (5) work days after the decision at Level One, or twelve (12) work days after the grievance was presented at Level One, whichever is sooner.

Level Three. If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within ten (10) work days after the grievance was delivered to the Superintendent, he/she may, within five (5) work days after a decision by the Superintendent, or fifteen (15) work days after the grievance was delivered to the Superintendent, whichever is sooner, submit the grievance in writing to the Board of Education. The Board shall have twenty-five (25) work days from submission to respond.

Level Four. If the aggrieved person is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within twenty-five (25) work days after the grievance was delivered to the Board, he/she may, within ten (10) work days after a decision by the Board, or thirty-five (35) work days after the grievance was submitted to the Board, whichever is sooner, submit the grievance to arbitration, provided that the grievance concerns an alleged violation, misinterpretation or misapplication of the terms of this Agreement. This level shall be the terminal step for all other grievances.

a. Procedure for Invoking Arbitration. The demand for a list of arbitrators shall be made to the Public Employment Relations Commission in accordance with its rules and regulations.

b. Jurisdiction of the Arbitrator. In rendering a decision, the arbitrator shall be limited to the facts as presented. The arbitrator shall not have the authority to add to, modify or detract from the specific or express terms of the Agreement. The decision shall be rendered in writing and shall be binding on both parties.

c. Costs of Arbitration. The costs for the service of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the costs of the hearing room, if any, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

d. Exclusions from Arbitration. The following shall be excluded from binding arbitration:

(1) The failure or refusal of the Board to renew the contract of a probationary employee;

(2) In any matter wherein a specific method of review is set forth by law, or by any rule, regulation or order of the State Commissioner of Education or the State Board of Education;

(3) In matters where the Board is without

authority to act;

(4) Any matter in which a petition in the district has been filed before the Division of Controversies and Disputes of the Office of the Commissioner of Education, whether or not covered by (1) through (4) set forth heretofore.

E. Rights of Employee to Representation.

1. Any aggrieved person may be represented at all stages of the grievance procedure by him/herself or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the procedure.

2. No reprisals of any kind shall be taken by the Board or by any member of the Administration against any party in interest, representative, member of the Association, or any other participant in the grievance procedure by reason of such participation.

F. Miscellaneous.

1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may initiate such grievance by submitting it in writing to the Superintendent of Schools directly, and the processing of such grievance shall commence at Level Two.

2. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other

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necessary documents, shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

3. All meetings and hearings under this procedure shall not be conducted in public and shall include only the aggrieved person and his/her designated or selected representatives, Association representatives heretofore referred to in this Article, and appropriate administrative representatives.

4. Decisions rendered at all levels of this procedure shall be in writing, setting forth the decision and the reasons therefor.

5. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

6. The Association may initiate and process a grievance through all levels of this procedure even though the aggrieved person does not wish to do so.

ARTICLE VIII

EMPLOYEE EVALUATION

A. 1. Employees shall be evaluated by their immediate supervisor at least once in each school year, to be followed in each instance by a written evaluation report and by a conference between the employee and his/her immediate supervisor for the purpose of identifying deficiencies and extending assistance for their correction.

2. An employee shall be given a copy of any evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the central office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

B. Personnel Records.

1. An employee shall have the right, upon written request with three (3) days notice, to review the contents of his personnel file in the presence of the Superintendent and/or his/her designee, and to receive copies at his expense of any documents contained therein. An employee shall be entitled to have representative(s) of the Association accompany him during such review.



2. Derogatory Material. No material with respect to an employee's conduct, service, character or personality originated by an employee, parent, student or Board member, shall be placed in the employee's personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that such material was reviewed by the employee by affixing the employee's signature to the copy to be filed, with the express understanding that such a signature in no way indicates agreement with the contents of said document. The employee shall also have the right to submit a written answer to such material, which will be attached to the file copy. If the document was either directed to or copied to the employee, no acknowledging signature is required.

3. The Board shall not establish any separate personnel file, which is not available for the employee's inspection.

4. In the event a letter of complaint referring to a member of the bargaining unit is placed in said employee's personnel file, the Board shall furnish the employee with a copy of the letter at the time of placement.

ARTICLE IX

PROTECTION OF EMPLOYEES, STUDENTS & PROPERTY

A. The employees hereunder shall be entitled to all the rights and privileges accruing them pursuant to New Jersey Statutes, 18A:16-6, 18A:16-6.1, and 18A:30-2.1.

ARTICLE X

SENIORITY

A. Seniority will be defined as the employee's length of continuous and uninterrupted service in the pay category (title) in which the employee serves. As an employee is promoted or moved into a higher title, his seniority in that title will date from his/her promotion. If an employee reverts to a lower title, the employee carries down seniority earned in a higher category.

B. Seniority will be broken and will not be maintained if the employee quits or is discharged for cause.

C. Seniority shall be utilized in the following circumstances:

1. Layoff. In the event that the Board determines that a reduction in force is necessary in a classification, in the unit, probationary employees in that title will be laid off first. If it is necessary to lay off a permanent employee, then the least senior employee in the class will be laid off first. The permanent employee being laid off shall have the right to bump a less senior employee in a lower category if the Board determines that he/she is capable of performing the work.

2. Vacation. Vacation picks shall be worked out based upon seniority at each site.

3. Overtime. Overtime assignments shall be rotated according to the seniority lists at each site, based upon the appropriate classification for the needed work. In the event of

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insufficient volunteers, overtime may be assigned based upon inverse seniority.

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ARTICLE XI

NON-DISCRIMINATION

A. Neither the Board nor the Association will discriminate against any employee or those seeking employment because of race, age, creed, color, sex, or national origin.

ARTICLE XII

NO STRIKE PLEDGE

A. The Board of Education agrees that it will not lock out the employees, and the Association agrees that it will not call, conduct or sanction a strike, slowdown or work stoppage during the life of this Agreement.

ARTICLE XIII

WORK YEAR, WORK DAY & OVERTIME

A. The work year shall be from July 1 through June 30, and the workweek shall normally be Monday through Friday. The weekly pay period shall be calculated Monday through Sunday.

1. Up to two (2) custodians and one (1) maintenance person hired after January 1, 1995 may be assigned a work week of Tuesday through Saturday.

2. Each elementary school custodian may be assigned to work one (1) Saturday per year (school activities only). Compensatory time for Saturday work will be granted at time and one-half when Saturday work causes an excess of a 40-hour workweek. Approved time off, such as sick leave, personal leave, or vacation leave shall not count toward this 40-hour requirement.

a. Compensatory time will be taken in hourly increments with prior approval of the building principal, who will maintain a log of approved compensatory time. All compensatory time must be taken within one (1) year of the activity.

3. During the months of July and August, when school is not in session, all employees will work a Monday through Friday schedule. As determined by the principal, a high school custodian may be required to work a revised 8-hour shift ending no later than 9:00 p.m. during the months of July and August. Only custodians normally assigned to an evening shift can be required to work a revised shift. Each night custodian will work one (1)

week of the revised shift. The flex custodian will work the balance of the revised schedule.

4. During the last five (5) working days prior to the scheduled opening of school, each elementary school shall have a custodian available until 5:00 p.m. for coverage on a rotating basis.

B. There shall be thirteen (13) paid holidays per year, as determined on the calendar established by the Board, after consultation with the Association.

C. 1. The normal workday for custodial/maintenance personnel shall be eight (8) hours per day, which shall be in addition to a 1/2 hour lunch period, which shall be scheduled by the immediate supervisor.

2. Lunch periods shall be established by the immediate supervisor so as to provide continuous coverage within each site. Employees shall not leave the premises during lunch breaks when only one custodian is scheduled per shift.

3. All custodians/maintenance personnel shall be given a 15-minute coffee break each day within the first 4-hour period of the shift.

4. The day shift for all employees shall be established by management, with a starting time not earlier than 6:00 a.m. nor later than 10:00 a.m., except for the Bus Driver/Maintenance Helper position. The Bus Driver/Maintenance Helper position may be required to work a flex schedule based on



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transportation needs that is established by management. Night shift employees shall commence their shift as assigned between 2:00 p.m. and 4:00 p.m. Once an individual employee's schedule is established, it shall remain in place for the school year, unless mutually modified. With respect to custodian/bus drivers, individual schedules may be changed based on changing routes or by mutual agreement.

5. Between November 15th and March 15th, maintenance personnel assigned to grounds work may be assigned to a revised 8-hour shift ending no later than 9:00 p.m. to complete painting and other interior work.

D. Any time worked in excess of forty (40) hours per week or after eight (8) hours per day shall be compensated at the rate of time and one-half, if such additional work has received prior approval from the immediate supervisor. Approved time off, such as sick leave, personal leave, or vacation leave, shall not count towards the forty (40) hours requirement.

E. Work on Sundays and holidays, for both school and non-school activities, shall be compensated at the rate of double normal time, plus the employee's regular holiday pay.

F. Employees called in for snow removal on "snow days" will receive their regular day's pay with no premium, but will be permitted to leave when the snow removal related work is done.

1. If a custodian or maintenance employee cannot report to work, the employee will be charged in order of

availability as follows:

- a. Vacation day
- b. Personal day
- c. Docked one day's pay

2. If a custodian or maintenance employee does not report to work after being called in, and does not inform the Head Custodian or Maintenance Foreman of an emergency, the employee will be docked one day's pay.

3. If a custodian or maintenance employee calls in sick on a snow day, a doctor's note must be submitted or the employee shall be charged one day as listed within Section F.1.

G. Emergency call-ins will be compensated at time and one-half for a minimum of three (3) hours.

H. During school vacation periods, employees will generally be permitted to work 7:30 a.m. - 4:00 p.m. However, if a civic organization has the use of the building during what are the regular custodial hours, coverage will be provided at no cost to the Board. Civic organizations will be requested, whenever possible, to utilize the building during non-vacation periods.

I. During the summer months, all employees not assigned as per Article XIII.A.3 shall work 7:30 a.m. to 4:00 p.m. daily.

J. When school is in session for half a day before holidays, custodians/maintenance persons shall work six (6) hours and shall be paid for eight (8) hours.

K. One employee per building and one employee from the

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maintenance unit may attend the NJEA convention. The proper verification of attendance must be supplied, and professional release time is to include full pay. Additional requests may be granted at the discretion of the Superintendent.

ARTICLE XIV

VACATION

A. Full-time custodial/maintenance personnel shall be entitled to the following vacation time:

<u>Completed Service by July 1</u>	<u>Vacation</u>
Less than one (1) year	1 day for each month of completed service up to a maximum of 10 days
1 through 3 years	10 days
4 through 8 years	15 days
9 or more years	20 days

Vacation time shall be taken subject to the approval of the immediate supervisor and the building principal (for custodians). All vacations should be completed during the months of July and August and school vacations. No employee will be permitted to take vacation during the last five (5) working days prior to the opening of school. A maximum of five (5) vacation days may be carried over and used by August 31 of the succeeding fiscal year. In the event an employee requests and is granted approval to take vacation during time other than July and August, no additional expense will be borne by the Board of Education as a result of such vacation scheduling, and said expense shall be borne by that employee.

ARTICLE XV

SALARY

A. The salary guides for each employee covered by this Agreement are set forth in Appendix B, which is attached hereto and made a part hereof. For purposes of payroll computation, the week is defined as Monday through Sunday.

1. The replacement for any Head Custodian or Maintenance Foreman position, should any of those jobs become vacant, will receive an annual differential, in lieu of the salary set forth in the existing guide for Head Custodian and Maintenance Foreman. As those positions are vacated, they will be removed from the salary guide. The differentials are:

	2012-13	2013-14	2014-15
Elementary Head Custodian	- \$3,173	\$3,234	\$3,294
High School/Middle School Head Custodian	- \$3,968	\$4,044	\$4,119
Assistant Maintenance Foreman	- \$1,982	\$2,020	\$2,058

B. When a payday falls on or during a school holiday, vacation or weekend, the present practice of issuing paychecks on the last preceding workday shall be continued.

C. The Board shall provide, on an individual basis, for deductions to the Union County Teachers Federal Credit Union. Deductions must be in even dollar amounts divisible by two (2), with a minimum permissible amount of \$2.00. Authorization cards must be in the Union County Teachers Federal Credit Union office

by July 15th of each school year for September 1st deduction.

D. The Board shall provide, on an individual basis, for deductions from salaries to a tax-deferred annuity program. The carrier or broker for multiple carriers shall be mutually decided by the Board and the Association.

E. Direct deposit will be provided in accordance with Board policy.

F. 1. The individual designated as High School Night Foreman shall receive a differential of \$1,274 for the 2012-13 school year, \$1,299 for the 2013-14 school year and \$1,323 for the 2014-15 school year.

2. Individuals utilizing the applicator's license shall receive an annual differential of \$1,270 for the 2012-13 school year, \$1,295 for the 2013-14 school year and \$1,319 for the 2014-15 school year. The same differential will apply to individuals utilizing an electrical license, plumber's license, Motor Vehicle Inspector License, HVAC license or status, technical support mechanic, or who have received journeyman status as evidenced by Union credentials, references or Board of Education discretion.

3. The night shift differential at all schools shall be \$476 for the 2012-13 school year, \$486 for the 2013-14 school year, and \$495 for the 2014-15 school year.

4. The custodian/bus driver and maintenance/bus driver stipends shall be \$953 for the 2012-13 school year, \$972

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for the 2013-14 school year, and \$990 for the 2014-15 school year.

G. Longevity. Employees, after nine years of service in New Providence, shall receive an additional \$137.97 to their salary on the salary guide for 2012-13; \$140.59 for 2013-14; and \$143.21 for 2014-15.

ARTICLE XVI

TEMPORARY LEAVES OF ABSENCE

A. Sick Leave. Personal Illness/Family Illness. Allowance for absence at full salary:

1. Custodial/maintenance personnel shall be allowed sick/family illness leave with full pay for seventeen (17) working days. If any such custodial/maintenance person requires less than this specified number of days of sick/family illness leave with pay allowed, all days of such leave not utilized that year shall be cumulative up to a total of fifteen (15), to be used for additional sick/family illness leave as needed in subsequent years without limitation.

2. Sick/family illness leave is hereby defined to mean the absence from one's post of duty because of personal disability due to illness or injury, or because of exclusion from school by a personal physician or the district's medical authorities because of contagious disease or being quarantined for such a disease in the immediate household, or in the case of illness of a parent, sister, brother, wife, husband, child, or any relative living at the custodian/maintenance person's home.

3. If an employee is absent for four (4) consecutive working days or more for any of the reasons set forth above, the employer may require acceptable medical evidence of said illness. The nature of the illness and the length of time the employee will be absent shall be stated on the doctor's certificate provided to



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the Board. If a pattern of sick days evolves for any particular employee such that the employer suspects abuse of sick leave, the Board shall have the right to require acceptable medical evidence in the form of a doctor's certification at any time.

4. The Board, in its discretion, may grant additional sick leave without the loss of pay.

B. Personal Leave. All custodial/maintenance personnel, upon written request to the Superintendent, three (3) days in advance of the date of the leave requested, shall be entitled to three (3) personal leave days annually, with reason stated. It is agreed that:

1. These days will not be used for matters of entertainment, recreation or shopping, etc., and will be used to conduct those matters of importance that cannot be transacted outside of normal school hours.

2. These days will not be taken during the first or last week of the student calendar.

3. These days will not be taken immediately before or after a vacation day when school is closed.

4. If more than one (1) personal day is to be taken consecutively, including Monday-Friday combinations, reasons will be given at the time that permission to utilize the particular day is sought.

C. Bereavement Leave.

1. Absence of up to five (5) days without loss of

salary shall be allowed in case of death of the following in the immediate family or household: mother, father, sister, brother, daughter, son, wife, husband, mother-in-law, or father-in-law. If at a later date circumstances directly related to the death necessitate additional absence, this provision providing for up to five (5) days may be granted at the discretion of the Superintendent.

2. In case of death of grandparent, niece, nephew, aunt, uncle, sister-in-law or brother-in-law not living with the immediate family, no deduction shall be made for absence on the day of the funeral to permit attendance.

D. Allotment of Days.

1. If, in the opinion of the Superintendent, unusual circumstances warrant that an exception be made in the allotment of days for death in the immediate family, or absence for personal reasons, unused days in all of the above categories may be transferred to the advantage of the custodial/maintenance person, provided that the total number of days requested without deduction does not exceed eight (8).

2. In each instance, the approval of the Superintendent must be obtained in writing.

ARTICLE XVII

INSURANCE

A. Employees shall contribute an amount established by P.L. 2011, Chapter 78 toward payment of premiums. Should P.L. 2011, Chapter 78 be repealed during the term of the Agreement, the Association agrees to meet with the Board and reopen negotiations on the issue of health benefits and contributions. The obligation of employees to contribute toward their medical insurance cost shall be effective upon their employment with the Board.

1. A PPO, an HMO, and an EPO plan will be offered in accordance with the insurance programs in effect.

2. New hires will be eligible for coverage immediately, with a waiting period for pre-existing illnesses of nine (9) months.

3. The medical policy will provide coverage for dependents until the end of the calendar year when the dependent turns 26. The dental policy will provide coverage for dependents to age 19, with such dependent coverage extended to age 25 for full time students.

4. PPO plan summary books shall be available in an electronic format.

B. The policy is on file in the Board office, summarized in a descriptive booklet available in an electronic format, and includes:

1. Coverage for dependents to age 26 as limited by the policy.

2. Three hundred sixty-five (365) day coverage.

3. Option for employees who are retiring, on maternity leave, extended medical leave, or any other approved leave, to continue such coverage by paying the premium at the group rate to the Board. This coverage shall be at the usual and customary rate schedule. The above coverage may include mandatory cost-saving features as:

a. Second surgical opinion requirements;

b. Same day surgery requirements; and

c. Error-free billing programs.

C. The Board will offer alternative HMO coverage worth \$15.00 co-pay for primary doctor and \$25.00 for specialist referrals.

D. The Board shall provide dental insurance coverage for employees and their dependents in accordance with the dental insurance program currently in effect.

E. The Board reserves the right to name the carrier to underwrite medical care benefits and to change said carrier, so long as substantially similar benefits are provided.

F. Insurance coverage will terminate at the end of the month of the effective date of the resignation of the employee.

G. The Board shall provide each employee with a description of the health care coverage provided under this Article.

H. Effective May 1, 2013, the District shall offer a voluntary

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health/dental insurance waiver plan. A waiver form must be submitted annually by May 1<sup>st</sup> in order to waive out of health/dental insurance coverage effective July 1<sup>st</sup>. If employee elects to cancel the waiver, a letter must be submitted by May 1<sup>st</sup>, with an effective date of July 1<sup>st</sup>. In the event of a life altering event (i.e. loss of spouse's employment, disability/death of spouse or divorce/legal separation), re-enrollment in the District's insurance plan will be immediate.

ARTICLE XVIII

RETIREMENT

A. Upon retirement, qualification for, and receipt of a pension with the pension fund, or upon the death of the employee, payment shall be made for unused accumulated sick leave at the rate of 35% of the retiree's per diem salary rate at the time of retirement. In the event of death of the employee prior to retirement, his/her estate shall receive such payment. Deferred retirements do not qualify under this provision.

B. All individuals whose first day of employment is on or after July 1, 2008 shall be reimbursed for accumulated unused sick leave at 25% of the employee's per diem rate. Deferred retirements do not qualify under this provision.

C. Effective July 1, 2012, the maximum reimbursement any employee shall receive for accumulated unused sick leave shall be \$15,000. For any employee who has accumulated more than \$15,000 in accumulated unused sick leave as of July 1, 2012, the employee shall not accumulate any additional unused sick leave for purposes of reimbursement and the cap shall be the amount in dollars on July 1, 2012.

ARTICLE XIX

UNIFORMS

A. All custodial/maintenance employees shall receive an annual uniform allowance of \$350. All employees shall wear uniforms while at work. Any employee not properly attired shall not be permitted to work and shall be docked for lost time.

ARTICLE XX

MISCELLANEOUS PROVISIONS

A. This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

B. If any provision of this Agreement or any application of the Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Any individual contract between the Board and an individual employee shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. Severance Pay. In the event of a layoff or termination of services due to subcontracting or privatization, any affected employee with more than five (5) years of seniority shall receive six (6) months' salary payment as severance pay. The salary to be paid will be that individual's highest salary earned. In addition, the Board will pay for that individual's health benefits (individual and/or family plan) for one (1) full year after severance.



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E. Employees shall be reimbursed at the OMB rate for actual mileage incurred for use of a personal vehicle for Board business.

ARTICLE XXI

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 2012 and shall continue in full force and effect until June 30, 2015. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated above.

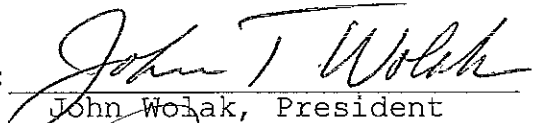
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries and negotiating committee chairpersons, and their corporate seals to be placed hereto.

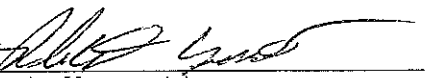
SIGNED AND SEALED this 31<sup>st</sup> day of August 2012.

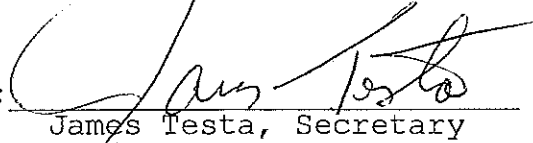
NEW PROVIDENCE CUSTODIANS  
AND MAINTENANCE ASSOCIATION

BOARD OF EDUCATION OF THE  
BOROUGH OF NEW PROVIDENCE

BY:   
Dominick Mammone, President

BY:   
John Wolak, President

BY:   
Robert Yannotta,  
Negotiations Committee Member

BY:   
James Testa, Secretary

APPENDIX A

NEW PROVIDENCE CUSTODIAL/MAINTENANCE  
2012/2013 SALARY GUIDE

<u>STEP</u>	<u>CUSTODIANS</u>	<u>MAINTENANCE</u>
1	\$39,020	\$39,476
2	40,592	41,047
3	41,986	42,441
4	43,833	44,291
5	45,462	45,942
6	47,865	48,345
7	48,802	49,282
8	49,717	50,197
9	50,767	51,245
10	51,743	51,699
11	52,871	53,352
12	54,091	54,571
13	55,600	56,081
14	57,697	58,178
15	60,162	60,664
16	62,737	63,262
17	65,428	65,977
18	68,814	69,207
F/TC		76,326

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NEW PROVIDENCE CUSTODIAL/MAINTENANCE  
2013/2014 SALARY GUIDE\*

<u>STEP</u>	<u>CUSTODIANS</u>	<u>MAINTENANCE</u>
1	\$40,162	\$40,618
2	41,734	42,189
3	43,128	43,583
4	44,975	45,433
5	46,604	47,084
6	49,007	49,487
7	49,944	50,424
8	50,859	51,339
9	51,909	52,387
10	52,885	53,364
11	54,013	53,971
12	55,233	55,713
13	56,742	57,223
14	58,839	59,320
15	61,304	61,806
16	63,879	64,404
17	66,570	67,119
18	69,956	70,349
F/TC		79,226

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\*Guide begins January 1, 2014.

NEW PROVIDENCE CUSTODIAL/MAINTENANCE  
2014/2015 SALARY GUIDE

<u>STEP</u>	<u>CUSTODIANS</u>	<u>MAINTENANCE</u>
1	\$40,162	\$40,618
2	41,734	42,189
3	43,128	43,583
4	44,975	45,433
5	46,604	47,084
6	49,007	49,487
7	49,944	50,424
8	50,859	51,339
9	51,909	52,387
10	52,885	53,364
11	54,013	53,971
12	55,233	55,713
13	56,742	57,223
14	58,839	59,320
15	61,304	61,806
16	63,879	64,404
17	66,570	67,119
18	69,956	70,349
F/TC		79,226

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Everyone remains the on the same step.