

BRIDGETON PUBLIC SCHOOLS

Bridgeton, New Jersey

AGREEMENT BETWEEN

BRIDGETON BOARD OF EDUCATION

AND

BRIDGETON CUSTODIAL ASSOCIATION

FOR SCHOOL YEARS 2009-2012

(Beginning July 1, 2009, Ending June 20, 2012)

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ARTICLE I

RECOGNITION/SUCCESSOR AGREEMENT

- 1.1 The Bridgeton Board of Education hereby recognizes the Bridgeton Custodial Association as the majority and exclusive representation of full time custodians in the employ of the Board for the purpose of collective negotiations.
- 1.2 This Agreement between the Bridgeton Board of Education, Bridgeton, New Jersey, and the Bridgeton Custodial Association, on behalf of the custodial employees of the Bridgeton Public School District, represents the complete Agreement between the parties.
- 1.3 This Agreement between the Bridgeton Board of Education and the Bridgeton Custodial Association represents the complete Agreement between the parties. It shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE II

ASSOCIATION RIGHTS AND PRIVILEGES

- 2.1 The Association shall have the right to use the interschool mail facilities and school mailboxes.
- 2.2 The Association and its representatives shall have the right to use the West Avenue School at reasonable hours for meetings. The Association shall be required to obtain advance permission to use the school from the building principal, including the approval of both the time and place.
- 2.3 The Association may have the use of the office equipment at West Avenue School provided that the Association secures advance approval for such use from the building principal. The use may only occur at reasonable times and only when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

ARTICLE III

SICK LEAVE

- 3.1 All twelve (12) month employees shall be entitled to twelve (12) days sick leave each year. Unused sick leave shall accumulate from year to year.
- 3.2 Each employee shall be notified in writing of the total amount of unused sick leave credited to him as of June 30 of each year. Such notification shall be issued prior to August 1 of the same year.

ARTICLE IV

PERSONAL DAYS

- 4.1 Each employee shall be entitled to two (2) personal days for a legal, business or family matter, which requires the employee's absence during the employee's regular work hours. Unused personal days at the end of the year will be added to accumulated sick days. Written request for such leave must be made at least forty-eight (48) hours before the date requested to the School Business Administrator. Approval of the School Business Administrator for the personal day, as well as the reasons given, is required. Only those reasons stated above may be approved. Personal day leave may not be taken immediately preceding or following a holiday. "During the students' school year, no more than ten percent (10%) of custodial employees may be absent from work due to personal and vacation days combined on any one date." All personal leave requests after May 31 must be accompanied by a reason as stated above. The request requires approval by the Superintendent.

ARTICLE V

HOLIDAYS

5.1 All employees shall be granted the following paid holidays:

New Year's Day	Columbus Day
Martin Luther King Day	Veteran's Day
President's Day	Thanksgiving Day
Good Friday	Day After Thanksgiving
Memorial Day	Christmas Day
Independence Day	Day before Christmas
Labor Day	

5.2 If any holiday falls on a Sunday, it will be celebrated on the following Monday. If Christmas Day falls on a Saturday, it will be celebrated on the following Monday.

ARTICLE VI

VACATIONS

- 6.1 The Board agrees to give three (3) weeks' vacation with pay. After fifteen years of employment, the Board will give eighteen (18) days; after sixteen years of employment, the Board will give nineteen (19) days of vacation; after seventeen years of employment, the Board will give four (4) weeks of vacation. After three (3) months' probationary period, new employees will accrue one (1) day for each month worked, days earned to be taken during the regular vacation periods. If a holiday falls within the employee's vacation period, he shall receive an additional day's vacation. The original date of an employee's hiring shall be used to compute vacation leave.
- 6.2 Vacation may be taken during the summer vacation period with the exception of the first week after school closes and the first week before school re-opens with a forty percent (40%) limit of employees at any one time. During the school year, no more than ten percent (10%) of employees may take vacation or earned compensatory time at any one time. One week's vacation may be taken at Christmas with a limit of thirty percent (30%) of employees, to be based on seniority basis.

ARTICLE VII

SALARIES

- 7.1 The salary of each employee covered by this Agreement is set forth in Schedule A which is attached hereto and made a part hereof. Wages shall be increased 4% for 2009-2010, 4% for 2010-2011 and 4% for 2011-2012, based upon the total cost of the guide, inclusive of increments, with the base year being 2008-2009.
- 7.2 Employees will receive their paychecks on the fifteenth (15th) and thirtieth (30th) day of each month or the last working day prior to the regular payday.
- 7.3 The Board agrees to deduct from the salary of each employee dues for the Bridgeton Custodial Association, the Cumberland County Education Association, the New Jersey Education Association, and the National Education Association, or any one or any combination of such associations as the employees individually authorized the Board to deduct. Said moneys shall be transmitted to the NJEA.
- 7.4 Employees may individually elect to have monthly deductions from their salaries for payment to individual accounts in the Cumberland County Federal Credit Union.
- 7.5 New hires shall not be placed higher than Step 7.

ARTICLE VII

TRANSFERS AND REASSIGNMENTS

- 8.1 The Board shall deliver to the President and Secretary of the Association and post in all school buildings a list of known vacancies within two weeks of said vacancy. Employees shall have two weeks from the date of the notice of vacancy to apply for said position. The Association shall advise the Board who is the President and Secretary each year.

ARTICLE IX

WORK SCHEDULE

- 9.1 Time and one-half will be paid for all overtime after an eight (8) hour day or forty (40) hour week, but such overtime payment will not pyramid. Double time will be paid for all work performed on Sunday if forty (40) hours, exclusive of overtime, have been worked during the regular week. The established minimum payment for overtime on any one occasion will continue as now constituted, five (5) dollars. Overtime will be paid for a designated job, beginning at a designated time. Overtime assignments requiring custodians to work beyond midnight will receive double time for that time after midnight. Overtime calculation to be based on work year of 2080 hours. Any docked time shall be based on same formula. **When the Board operates on a four-day work week in the summer, custodians will also work a four-day week and overtime pay will not begin until after a ten (10) hour day or forty (40) hour week, but such overtime payment will not pyramid.**
- 9.2 When an employee is scheduled for a specific overtime assignment and the activity is canceled or the group fails to appear after the employee reports to the site, the employee will be paid three (3) hours' pay. No pay will be given when the supervisor notifies the employee in advance of a cancellation.
- 9.3 Two uninterrupted periods of fifteen (15) minutes (one in the A.M. and one in the P.M.) shall be granted for "coffee breaks". The times shall be scheduled by the immediate supervisor. **During the summer when the Board operates a four-day work week, a third break of fifteen (15) minutes will be added (in the afternoon).**
- 9.4 A shift differential of fifty (55) cents per hour shall be paid for all work performed on the second shift.
- 9.5 The Board shall not employ school students to perform custodial work in excess of fifteen (15) in number.
- 9.6 The Board agrees that a matron's work will be done in her absence.
- 9.7 Overtime duties will be at the Board's discretion. No penalties will be imposed where assignments are far apart.
- 9.8 If more than one custodian is needed for overtime assignments in a specific school, a custodian from that school shall be on duty.

- 9.9 Employees who work at a school other than the one assigned for which there is extra pay given for the regularly assigned employee, shall receive the prorated portion of the stated extra pay after having worked one (1) complete pay period.
- 9.10 Overtime assignment/distribution shall be based upon seniority or specific skills required. In July of each year, all custodians shall have the right to place their name in the overtime rotation list. If an overtime assignment requires no special license (Black Seal) or job specific training, it will be offered to the department on a rotational schedule according to seniority. An employee who accepts or declines an overtime assignment from the rotation list shall have his/her name placed at the bottom of the overtime list. Nothing in this article restricts the Board from making assignments of overtime in Board's discretion where circumstances so dictate.

ARTICLE X

UNIFORMS

- 10.1 Foul weather gear for the use of custodians will be provided. Such gear must remain in the designated school. Rubber gloves shall be provided for the use of custodians in bathroom work. Pullover boots shall be provided to custodians. Custodians using boots shall sign out for them. All equipment remains the property of the Board, and must be turned in upon termination of employment. Six custodians (four (4) stadium custodians, one (1) driver/satellite and one (1) warehouseman) will receive up to 450.00 per year total for the purchase of a light or heavy jacket. As an alternative, these individuals may use \$100.00 every other year. Reimbursement is to be made upon presentation of a receipt and a voucher.
- 10.2 The Board of Education agrees to furnish uniforms, three (3) changes per week, for all custodians and matrons. The Board of Education agrees to provide eleven (11) uniforms for all custodians and matrons. All employees must wear the proper uniform for all custodians and matrons. All employees must wear proper uniform every day and the uniform must be clean each day. Uniforms to be stipulated by the Board, as pants, shirts and, in the case of matrons, skirts/slacks and blouses or one piece.

ARTICLE XI

INSURANCE

11.1 The Board shall pay the full premium for employee, family and dependent coverage where eligible, which consists of **Horizon Blue Cross/Blue Shield** or equivalent. Such premium payments shall be for the full twelve (12) month period of the coverage year and continue every year thereafter for all employees covered by this Agreement.

To be eligible for the benefits set forth in this article, unit employees must work a minimum of 30 hours per week.

11.2 The Board agrees to pay full family drug and prescription plan (\$15.00 brand name/\$5.00 generic/\$5.00 mail-in co-pay) for all employees. Carrier to be named by the Board.

11.3 The Board shall provide Full Family Dental Plan identified as Delta Dental Plan of New Jersey, Inc., or equivalent, premium to be paid by the Board of Education for all employees in the bargaining unit. Said plan shall provide the following:

- (1) 50/50 co-pay;
- (2) \$1,000 maximum benefit for each family member per year;
- (3) Orthodontic coverage not to exceed a maximum of \$1,500 per lifetime.

11.4 An employee may elect to forego medical health benefits (not including prescription and dental) and receive a cash payment of \$3,000 at the end of June each school pursuant to the provisions outlined below. Said payment is not part of the employee's salary nor is it pensionable. The Board shall establish a Section 125 plan. The individual unit member is responsible for all tax liability.

- The employee must opt out of the medical insurance for the entire school year.
- The employee must demonstrate, in writing that he/she has alternative health coverage prior to opting out.
- An employee who opts out may only restore coverage during the course of the year in which insurance coverage was declined based upon the provisions outlined below.

An employee who has waived his/her medical benefit coverage will be allowed to restore such coverage on an immediate basis, without the necessity of a health

questionnaire for the employee or his/her family members, in the event of a hardship and without exemption for pre-existing conditions.

Reentry to medical health benefit coverage for reason of hardship applies in the following situations that result in the loss of medical health benefits coverage through the employee's spouse:

- Termination of employment (proof of termination of benefits required)
- Legal Separation (a copy of decree is required)
- Group contract/policy terminated (proof of termination of benefits required)
- Disability of spouse which eliminated benefits (proof of termination of benefits required)
- Divorce (a copy of the decree is required)
- Death of Spouse (a copy of death certificate is required)
- Military Discharge (a copy of DD214 is required)

In addition, any employee who has waived his/her medical health benefit coverage may automatically restore his/her coverage by applying during the open enrollment period during any school year. The reinstatement date under such conditions will be July 1. It will not be necessary for any employee or his/her family members to complete a Statement of Health (proof of insurability) to restore coverage during the open enrollment period.

ARTICLE XII

GENERAL CONDITIONS

- 12.1 The Board agrees to give twenty-four (24) hours' notice if time assignments are to be changed, if possible.
- 12.2 The Board agrees to notify the association within one (1) working day of any suspension.
- 12.3 When the Board requires a licensed boiler operator to be assigned to a building, \$750.00 will be paid annually in addition to the regular rate of pay. This will be prorated to the actual number of days in this position. Two boiler operators shall be permitted to attend, at Board expense, the seminar on "Fundamentals of Boiler Operation and Care", within a fifty-mile limit with no reimbursement for overnight stay. This will be on a rotation basis.
- 12.4 One custodian in each grade school will receive the above extra, whether or not a boiler operator's license is required for that particular building.
- 12.5 When the Board requires a custodian to have a boiler operator's license, the Board will reimburse the custodian for the cost of the boiler operator's license.
- 12.6 Custodians will not be required to hunt bombs in the event of a bomb scare, but will assist whenever possible under the direction of the principal.
- 12.7 Custodians will continue traffic duty as required. The Board agrees to furnish adequate safety equipment.
- 12.8 In the event of a reduction in force, the principal of seniority is to be used, and those employees with the least time of service being dismissed first, provided that all retained employees must be qualified to perform the full range of required duties including the holding of a Black Seal Boiler Operator's License.
- 12.9 Upon retirement from the Bridgeton School District, a custodian who has been employed for at least ten (10) years by the Board shall be entitled to a payment for accumulated unused sick leave days at the rate of thirty-five (35) dollars per day. Payment for unused sick leave days shall be increased to the rate of thirty-five (35) dollars per day. Effective with all employees hired after July 1, 2007, the maximum benefit may not exceed \$2,000.00. Said employees must have at least ten (10) years in the Bridgeton School System.

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

- a. to direct employees of the school district;
- b. to hire, promote, transfer, assign and retain employees in positions within the school district, and to suspend, demote, discharge or take other disciplinary action against employees;
- c. to relieve employees from duties because of the lack of work or for other legitimate reasons;
- d. to maintain the efficiency of the school district operations entrusted to them;
- e. to determine the methods, means and personnel by which such operations are to be conducted; and
- f. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency, subject only to the provisions of this agreement.

12.11 The established Board policy concerning leave for death in the immediate family, now extended to the teachers of the Bridgeton Public School District, will be extended for the custodial employees.

ARTICLE XII

REPRESENTATION FEE

13.1 Purpose of Fee

If an employee does not become a member of the Association during any membership year, (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

13.2 Amount of Fee

- a. **Notification** – Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessment charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.
- b. **Legal Maximum** – In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular membership dues, initiation fees and assessments charged by the Association to its own members, and the representation fee shall be set up to eight-five percent (85%) of that amount as the maximum presently allowed by law. If the law is changed in this regard, the amount of the representation fee automatically will be increased to the maximum allowed, said increase to become effective as the beginning of the Association membership year immediately following the effective date of the change.

13.3 Deduction and Transmission of Fee

- a. **Notification** – Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, in accordance with the paragraph (b) below, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

- b. **Payroll Deduction Schedule** – The Board will deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:
- 1) ten (10) days after receipt of the aforesaid list by the Board; or
 - 2) thirty (30) days after the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-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.
- c. **Termination of Employment** – If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under the Article, the Board will deduct the unpaid portion of the fee from the last paycheck to said employee during the membership year in question.
- d. **Mechanics** – Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.
- e. **Changes** – The Association will notify the Board in writing of any changes in the list provided for in paragraph (a) above and/or the amount of the representation fee, and such change will be reflected in any deductions made more than ten (10) days after the Board received said notice.
- f. **New Employees** – 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.

13.4 Indemnification

The Union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for

reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of, any action taken by the employer in conformance with this provision.

ARTICLE IV

GRIEVANCE PROCEDURE

14.1 Definition

A "grievance" is a claim by a custodian or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affective the terms and conditions of employment of a custodian or group of custodians.

14.2 Purpose

The purpose of this procedure is to resolve differences concerning the rights of the parties regarding the terms and conditions of employment of the employees covered by this contract.

a. **Level One – Supervisor of Buildings and Grounds**

An employee with a grievance shall first discuss it with the Supervisor of Buildings and Grounds, either directly or through the Association's designated representative, with the objective of resolving the matter informally. All grievances must be initiated within five (5) working days of the occurrence giving rise to the grievance.

b. **Level Two – Business Administrator**

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) working days after the presentation of the grievance, he may file the grievance in writing with the Association within three (3) working days after the decision at Level One or eight (8) working days after the grievance was presented, whichever is sooner. Within five (5) working days after receiving the written grievance, the Association shall refer it to the Business Administrator.

The Business Administrator shall, within five (5) working days after receipt of the written grievance, meet with the aggrieved employee and a representative of the Association. Within five (5) working days after such

meeting, the Business Administrator shall submit a written decision to the Association and the aggrieved employee.

c. **Level Three – Superintendent**

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within five (5) working days after the conference with the Business Administrator, the aggrieved person may, within five (5) working days after a decision by the Business Administrator, or ten (10) working days after the grievance was received by the Business Administrator, whichever is sooner, request in writing that the Association submit his grievance to the Superintendent. The Superintendent shall hold a hearing with the employee, if requested by the employee, and shall render a decision in writing within five (5) working days after a hearing has been held, or if no hearing has been requested, a decision will be rendered within ten (10) working days of the receipt of the grievance.

d. **Level Four – Board**

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within ten (10) working days after the grievance was received by the Superintendent, he may, within five (5) working days after a decision by the Superintendent, or ten (10) working days after the grievance was submitted to the Superintendent, whichever is sooner, request in writing that the Association submit the grievance to the Board. A hearing before the Board of Education shall be scheduled within thirty (30) days. The Board shall render its decision within five (5) working days following the hearing.

e. **Level Five**

If the aggrieved person is not satisfied with the disposition of the grievance on Level Four, the Aggrieved person may request submission of the grievance to arbitration within five (5) days of the decision on Level Four. The Board and Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment within a specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party.

- 1) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) calendar days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues have been submitted to him.

- 2) The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from, the agreement between the parties.
 - 3) The decision of the arbitrator shall be advisory only to the parties. However, one grievance per school year concerning the interpretation of the terms of this Agreement may be submitted for binding arbitration. No more than one grievance may be submitted for binding arbitration in any one school year (July 1 through June 30).
 - 4) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be bore equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
- g. Failure to proceed to next level shall result in a termination of the grievance.

ARTICLE XV

MISCELLANEOUS PROVISIONS

- 15.1 The Board recognizes the principal of seniority and shall give preference in the case of promotional opportunities to positions other than that of building supervisors and night supervisors. Preferred assignments and extra compensation duties shall be offered to the senior employee who has the ability to meet the qualifications established by the Board. The Board reserves to itself solely the right to set hiring standards, to hire, to establish criteria for the various positions, and to have qualifications considered in the selection of personnel for these positions.
- 15.2 Doctors' certificates after custodial employees' return from absence will only be required on the same basis that such certificates are required by other employees of the Board. The requirements of doctors' certificates, therefore, shall be uniformly applied to all employees of the Board.
- 15.3 Appropriate equipment shall be furnished for custodians to perform boiler cleaning duties. Two (2) men will be assigned to work together in performing this job.
- 15.4 The Board shall make every effort to provide appropriate lunchroom space for its custodial help.
- 15.5 Anything to the contrary notwithstanding, nothing contained in any section, paragraph or sub-section of this Agreement shall be interpreted in any manner or be so construed as to indicate that the Board has waived rights that are expressly required by law, the courts or administrative interpretation as mandatory to be retained by the Board.
- 15.6 In the event of severe snow storms the Board, at its discretion, shall make every effort to have outside contractors assist with snow removal.
- 15.7 The Board agrees to notify the Association when any new employee is hired.
- 15.8 Copies of this Agreement shall be duplicated at Board expense and distributed to members of the Association.
- 15.9 This Agreement shall remain in full force and effect from **July 1, 2009** through **June 30, 2012**.

15.10 Future negotiations shall be governed by the rules and regulations promulgated by the Public Employment Relations Commission.

SCHEDULE A

Bridgeton Public Schools
Custodians Salary Guide

Step	2009-2010	2010-2011	2011-2012
1	23,949	24,365	24,781
2	24,037	24,453	24,869
3	24,333	24,749	25,165
4	24,733	25,253	25,669
5	25,533	26,053	26,469
6	26,741	27,261	27,677
7	27,537	28,057	28,577
8	28,437	28,957	29,477
9	29,607	30,127	30,647
10	31,761	32,281	32,801
11	34,152	34,776	35,296
12	36,655	37,279	37,799
13	39,795	40,419	40,939

Bridgeton Board of Education and the Bridgeton Custodial Association Agreement as proposed 2009-2012.

BRIDGETON BOARD OF EDUCATION

Ms. Angelia Edwards, President
Bridgeton Board of Education

Mr. J. Curtis Edwards, Vice President
Bridgeton Board of Education

Date: _____

BRIDGETON CUSTODIAL ASSOCIATION

Mr. William Harris, President

Mr. Charles McPherson III, Vice
President

Date: _____