

**AGREEMENT BETWEEN THE
PARAMUS BOARD OF EDUCATION
AND THE
PARAMUS PUBLIC SCHOOL ASSOCIATION
OF CUSTODIAN & MAINTENANCE WORKERS**

2002-2003

2003-2004

2004-2005

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COLLECTIVE BARGAINING AGREEMENT

THIS AGREEMENT entered into this _____ by and between the BOARD OF EDUCATION OF THE BOROUGH OF PARAMUS, in the County of Bergen (herein called the "Board"), and the PARAMUS PUBLIC SCHOOL ASSOCIATION OF CUSTODIAN AND MAINTENANCE WORKERS (herein called the "Association"),

WITNESSETH, THAT:

WHEREAS, the Constitution of the State of New Jersey provides:

"The Legislature shall provide for the maintenance and support of a thorough and efficient system of free public schools for the instruction of all the children in the State between the ages of five and eighteen years"; and

WHEREAS, by virtue of the provisions of N.J.S. Title 18A, the Legislature has carried out its Constitutional mandate by making provisions for local boards of education charged with certain statutory duties to be administered in their respective school districts; and

WHEREAS, the Board is the statutory agency so created and designated for the School District of the Borough of Paramus, and

WHEREAS, under the terms and provisions of the Act the Association requested that the Board recognize it as the exclusive bargaining agent of the bargaining unit consisting of custodians, maintenance employees and maintenance helpers employed by the Board in the Paramus School System (herein collectively called the "Employees"), and excluding from said bargaining unit supervisors as that term is defined in N.J.S.A. 34:13A-5.3 and all other Employees; and

WHEREAS, under the terms of the Law the Board and the majority representative (the Association") are bound to negotiate in good faith the terms and conditions of employment of Employees in the unit; and

WHEREAS, by reason thereof, the Board has, pursuant to the provisions of R.S. 34:13A-1 et seq., as amended and supplemented by the provisions of Chapter 303 of the Laws of 1968 and Chapter 123 of the Laws of 1974, negotiated with the Association with respect to grievances and the terms and conditions of employment of the said Employees for the 2000-2001 and 2001-2002 school years; and

WHEREAS, an agreement having been reached, the parties desire to embody it in writing and sign it;

NOW, THEREFORE, in consideration of the foregoing recitals and the hereinafter set forth terms and provisions and covenants, the Board and the Association agree, promise and covenant to and with each other as follows:

ARTICLE I - MUTUAL RECOGNITION

A. THE BOARD'S STATUS

The Association recognizes the Board as the public agency charged by the Legislature, under the mandate of the Constitution, with the management in the School District of the Borough of Paramus of a thorough and

The Board hereby retains and reserves unto itself, without limitation other than those expressly set forth by law and by the specifications of this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey, and of the United State, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the employment activities therein and thereon of the Employees.
2. To hire the Employees and, subject only to the provisions of law and terms of this Agreement, to determine their qualifications and the conditions for their continued employment, or their discipline, dismissal or demotion, and to promote and transfer all such Employees,
3. To determine the hours of employment, the duties, responsibilities and assignments of the Employees and the terms and conditions of employment, subject only to the terms of this Agreement.
4. To hire, transfer, layoff, discharge, direct the work force and determine the work force.
5. To determine the work and services to be performed by the Employees and the manner and methods whereby such work is to be done.
6. To contract or to subcontract for such work or services as the Board determines.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board and its administrative staff, the adoption of policies, directives, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the express terms of this Agreement, and the extent to which such expressed terms are in conformance with the Constitution and the provisions of the laws of the State of New Jersey (specifically the provisions of R.S. 34:13A-1 et seq. as amended and supplemented by the provisions of Chapter 303 of Laws of 1968 and Chapter 123 of the Laws of 1974) and the Constitution and laws of the United States.

B. THE ASSOCIATION'S STATUS

The Board hereby recognizes the Association as the exclusive and sole representative, so long as said Association represents the majority of custodians, maintenance employees and maintenance helpers employed by the Board for purposes of collective negotiations concerning the terms and conditions of employment of the Employees in the bargaining unit, including light duty and heavy duty custodians, maintenance employees and maintenance helpers employed by the Board in the Paramus School System, but excluding supervisors as that term is defined in N.J.S.A. .bp1 34:13A-5.3 and all other employees. Unless otherwise indicated, the terms "light duty and heavy duty custodian, maintenance employees and maintenance helpers," as used in this Agreement, shall refer to one (1) or more of the employees represented by the Association in the negotiating unit as above defined. The term "custodian", as used in this agreement, shall refer to the classifications of "light duty" and "heavy duty" custodians employed on either a 10 month or a 12 month calendar. Where the context so requires, reference to the masculine gender shall include the feminine and reference to the singular number shall include the plural.

C. ASSOCIATION RIGHTS

1. Pursuant to Chapter 303, Public Laws 1968 and Chapter 123 of the Laws of 1974, the Board hereby agrees that every Employee shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. The Board agrees that it shall not directly or indirectly discourage or deprive any Employee in the employment of any rights conferred by Chapter 303, Public Laws 1968 and Chapter 123 of the Laws of 1974 or other laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any Employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any lawful activities of the Association and its affiliates, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
2. Nothing contained herein shall be construed to deny or restrict to any Employee such rights as he may have under New Jersey School Law or other applicable laws and regulations.
3. No tenured Employee may be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or his agent or representative thereof, shall be subject to the grievance procedure herein set forth.
4. The Board agrees to make available to the Association in response to reasonable requests from time to time all available public information concerning the financial resources of this district, including but not limited to: annual financial reports and audits, agenda and minutes of the Board meetings, census data, individual and group health insurance premiums and experience figures.

5. The Association shall have the right to use the inter-school mail facilities and school mail boxes. A box will be designated in each school for Association use.
6. Whenever any representative of the Association or any Employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.

ARTICLE II - HOURS OF WORK

A. HOURS OF WORK

1. Work Day

The normal work day shall consist of eight (8) working hours.

2. Work Week

The normal work week shall consist of five (5) days of eight (8) working hours per day.

3. Lunch Period (Custodian)

Custodians shall have a one-half ($\frac{1}{2}$) hour paid lunch period during the normal work day; provided, however, that custodians shall not leave the premises during said lunch period.

4. Lunch Period (Other)

Maintenance employees and maintenance helpers shall have a one-half ($\frac{1}{2}$) hour unpaid and uninterrupted lunch period which shall be in addition to their normal work day.

B. OVERTIME

1. Time And One-half

One and one-half (1-1/2) times an Employee's regular straight time calculated rate of pay shall be paid for all hours worked over eight (8) hours worked in any work day and for all work on Saturday; provided, however, that custodians whose shifts commence on Friday and continue into Saturday shall not be paid at time and one-half (1-1/2).

Custodians working Saturday shall continue to receive additional spend if employed before July 1, 1992. All custodians employed after July 1, 1992 may be assigned a work week that includes Saturday as a regular work day without additional compensation.

2. Double Time

Two (2) times an Employee's regular straight time hourly rate of pay shall be paid for all hours worked on Sunday.

3, Guarantee of Overtime Work

An Employee who works Saturday or Sunday shall be guaranteed three (3) hours work.

4. Time Clock Recordings

All overtime pay and/or deductions from pay (resulting from lateness) shall be based upon time clock recordation which shall be calculated on the basis of the following:

a. Hourly Rates

Hourly rates shall be determined by dividing an Employee's annual salary by 2080 for twelve (12) month Employees or by 1760 for ten (10) month Employees.

b. Time Segments Each Hour

Each hour shall be broken into ten (10) six (6) minute segments. Subject to the provisions of the next sentence of this subsection, if any Employee on overtime works any portion of a six (6) minute segment of any hour, he shall be paid as if he worked the full six (6) minute segment of that hour. If an Employee is late for either straight time or overtime work, he shall not be paid for any six (6) minute segment of any hour during which the Employee was absent for all or part of said six (6) minute segment.

c. Authorization

Overtime will be paid only when specifically approved before the work has started by the Director of Buildings and Grounds or his designated representative.

C. OVERTIME

The Board of Education recognizes that the building services employees who are required to work when the Governor of the State declares a state of emergency and orders the schools to be closed.

Under these circumstances only, the Board of Education will compensate the employees with an additional one hour pay for each hour worked; thereby, cause the employee to receive double time pay for that day worked.

D. At such times as no Employee in a particular school has volunteered to work overtime, Employees in that particular school may be required to work overtime on a rotating alphabetical basis. The Board shall, no more frequently than once per month, make available to the Association a written

list of Employees and rotation schedule.

- E. It is understood that there shall be no pyramiding of overtime rate (that is, overtime shall not be required on overtime or any premium rate).
- F. The provisions of this Article and of this Agreement shall not be construed as a guarantee of hours of work per day, per week, or of days of work per week. No provision of this contract shall be deemed to be a guarantee of employment.
- G. Call Back Pay

An Employee who has worked eight (8) hours during a scheduled work day and has left and is required to return for any assignment shall be guaranteed at least two (2) hours work and shall be paid at time and one-half (1-1/2) his regular straight time calculated rate of pay for all overtime worked, and, that if an Employee who has worked eight (8) hours during a scheduled work day and has left and is required to return for snow removal work, said Employee shall be guaranteed at least two (2) hours work and shall be paid at time and one-half (1-1/2) his regular straight time calculated rate of pay for all such overtime worked. Any Employee who has not worked eight (8) hours during a scheduled work day and has left and is required to return for an assignment shall be guaranteed at least two (2) hours work and shall be paid at his regular straight time calculated rate of pay until he has worked eight (8) hours in that work day and shall receive time and one-half (1 1/2) his regular straight time calculated rate of pay for all hours thereafter worked during that work day. An Employee who is required to commence work prior to the normal starting time for his assigned shift shall not be entitled to the benefits of the foregoing "call back" pay provisions; provided, however, that if any Employee is required, for snow removal purposes, to commence prior to the normal starting time for his assigned shift, such Employee shall be guaranteed at least two (2) hours of pay therefore. For all snow removal work which takes place prior to the Employee's normal starting time for his assigned shift, he shall be paid at time and one-half (1-1/2) his regular straight time calculated rate of pay.

- H. If there is no volunteer of suitable ability, the Board shall have the right to assign an Employee to any shift for which the Board determines the Employee's services are necessary; provided, however, that, except in exceptional circumstances, the Board will assign the Employee with the least seniority, and will notify the Association Representative of the basis for making such change prior to making any change. The Board shall have the right to establish, change, modify and discontinue such shifts as it determines necessary, and shall have the right to establish and change shift hours.
- I. Any Maintenance Employee who works overtime in a custodial capacity shall be paid one and one-half times the hourly rate for the employee's present step on the salary guide, applying said appropriate step to the day custodian's guide.

ARTICLE III - TEMPORARY TRANSFERS

- A. The Board shall have the right to make such temporary transfers of job duties and location assignments of Employees as it determines are reasonably required. It is understood that any Employee so transferred shall be paid at the rate of his new assignment or prior position, whichever is higher.

PERMANENT TRANSFERS

- B. A notice of ten (10) work days shall be given for an involuntary transfer or reassignment.
- C. An involuntary transfer or reassignment shall be made only after a meeting between the staff person involved and the immediate superior, at which time the staff person shall be notified of the reason therefor. In the event that a staff person objects to the transfer or reassignment at this meeting, upon request of the staff person, the School Business Administrator shall meet with him/her. The staff person may, at his/her option, have an Association representative at such meeting.
- D. Regardless of any meeting which may occur relative to any involuntary transfer or reassignment, the decision of the School Business Administrator, representing the Board, shall in all cases be final and binding.

ARTICLE IV - SALARIES

A1. The salaries of all Employees covered by this Agreement shall be as set forth in Schedules "A" and "B" attached hereto. Employees who are only employed a portion of a contract year shall receive a pro rata share of the salaries set forth in Schedule "A" and "B", computed on the basis of the period worked.

A2. Night Differential

A new guide shall be established, using the guides generated in paragraph A.1 above as a base, for a night differential for present employees who volunteer for assigned or new employees hired after July 1, 1991. The second shift guide shall reflect a five (5%) percent differential and the third shift guide shall reflect a ten (10%) percent differential over the base guide for the day shift as established above.

B. Employees who are hired prior to January 1 of any year during the term of this Agreement shall be entitled to be placed on the next higher step of the appropriate salary guide on the following July 1.

C. In the event that the Board exercises its right to withhold for inefficiency or other good cause any salary increase, the Board does hereby agree to employ the following procedure:

1. The immediate superior and/or the School Business Administrator shall not forward any recommendation that the Board withhold a salary increase later than April 30th of the work year preceding the year which such action would take effect. The Employee to be so deprived shall be given written notice of such recommendation.
2. Following such recommendation, arrangements shall be made to afford such Employee a reasonable opportunity to speak in his own behalf with the School Business Administrator. In order to have such an opportunity, such Employee must, within seven (7) days after receipt of the written notice sent by the School Business Administrator, request in writing such a meeting with the School Business Administrator.
3. If, following such meeting with the School Business Administrator, such Employee desires to pursue the matter further, arrangements shall be made to afford such Employee a reasonable opportunity to speak, in his own behalf, before the Board or its designee. In order to have such an opportunity, such Employee must, within seven (7) days after the meeting with the School Business Administrator, request in writing such meeting with the Board. The meeting between such Employee and the Board or its designees shall not constitute a plenary hearing.
4. The Board shall be given a reasonable opportunity, following such meeting, to deliberate. If the resultant action of the Board is to withhold a salary increase, the Board shall,

within ten (10) days after such meeting, given written notice of such action, together with the reasons therefore, to the Employee concerned.

5. The Business Administrator, or his designee shall, whenever there comes to his attention the fact of an Employee's inefficiency or any other cause which might constitute a basis for invoking the provisions of Section C, personally confer with the Employee in question in order to effect a cessation of such inefficiency or other such cause.
 6. Should the Employee be dissatisfied with the decision of the Board, he shall have the right to appeal to the Commissioner of Education.
 7. Fair Dismissal Procedure (Reasons) - Any employee who receives a notice of non-employment may within five (5) days thereafter, in writing, request a statement of reasons for such non-employment from the School Business Administrator. A statement of reasons shall be given to the Employee in writing within five (5) days after receipt of such request.
- D. When an Employee is required to use his own automobile in the performance of his work duties, he shall be reimbursed for the use of said automobile at the rate of twenty cents (\$.20) per mile, When possible, an Employee shall notify his supervisor before using his automobile and shall obtain his permission for such use.
- E. Each Employee holding a valid fireman's license shall, as of April 15th of any year, receive one lump sum payment of ONE HUNDRED FIFTY (\$150.00) DOLLARS during the succeeding July pay period. Should a qualified Employee leave prior to the succeeding July pay period, the Employee shall receive his \$150.00 with his last pay.
- F. Each Employee shall, as of July 1 of the year following completion of ten (10) years of service in the Paramus School System, receive a salary increase of THREE HUNDRED (\$300) dollars (2002-2003), FOUR HUNDRED (\$400) dollars (2003-2004), FIVE HUNDRED (\$500) dollars (2004-2005) which shall continue as long as the Employee shall be employed pursuant to this contract.
- G1. All custodial/maintenance Employees who shall retire and who shall have rendered fifteen (15) or more years of service to the Paramus School System shall be eligible for a retirement stipend, said stipend to be determined by multiplying the sum of \$40.00 for fifty percent (50%) of the first 100 days and \$70.00 for fifty percent (50%) over 100 days of accumulated sick leave as of the date of retirement. This benefit shall be paid within thirty (30) days of the date of retirement except at the option of the retiree, the benefit may be paid in January of the immediately ensuing calendar year.
- G2. The maximum sick leave retirement stipend for all employees shall not exceed \$6,500 per employee, except for those employees who have accumulated 200 sick days prior to July 1, 1991. These employees with 200 sick days accumulated prior to July 1, 1991, shall be able to continue to accumulate sick leave without a maximum limitation.

- G3. In the event of the death of an employee eligible for retirement, who has met the criteria above, said payment shall be made to the estate of said employee.
- H1. All maintenance and custodial employees hired after July 1, 1989 shall be required to obtain a valid New Jersey "Type I" school bus drivers license. The Board shall pay a stipend of \$350.00 to the employee in the first year following the securing of the license.
- H2. After the initial year and continuing on an annual basis, the \$350.00 stipend shall be available to the employee who is required to use the license at least five (5) times during the prior year. Employees who do not use the license in accordance with this provision shall not be entitled to the \$350.00 stipend after the initial year of acquisition. (To be eligible for the stipend, in the second year following its acquisition, the employee must have used the license at least five (5) times during the first year; etc.)
- H3. Any employee hired prior to July 1, 1989 who voluntarily attains the Type I New Jersey School Bus Drivers License shall receive the benefits in accordance with this Article and Section.
- H4. All costs for obtaining the license shall be borne by the Board of Education.
- H5. New employees hired after July 1, 1989 who obtained the Type I New Jersey School Bus Drivers License by April 15 shall receive the \$350.00 stipend in the first payroll check in the following July. All new employees shall be allowed one year from date of hire to obtain a school bus drivers license.
- H6. If a maintenance/custodial worker is required to drive a school bus, s/he shall be paid the higher of his/her present rate of pay or the bus driver's rate of pay. All driving is to be on a volunteer basis.

I. Merit Recognition

The Board of Education shall establish a procedure whereby on a district-wide basis one employee from this unit shall be selected on a quarterly basis to receive a bonus of \$50.00 for outstanding service to the school district.

ARTICLE V - GROUP INSURANCE

- A. The health care insurance and major medical program provided by the New Jersey Blue Cross-Blue Shield Plan with Rider J., and including prevailing fee provisions, shall remain in effect for each participating Employee for and during the period of his employment by the Board. All full time employees hired after July 1, 2002 shall be provided PPO or HMO health benefit coverage.

- Bl. The Board shall pay the full premium chargeable to each participating Employee for either single, husband-wife, or family coverage, whichever may be applicable. The Board, the Association, and the Employees agree to cooperate to try and avoid situations in which Employees who have independent New Jersey Blue Cross-Blue Shield and/or Rider J. Coverage receive duplicate coverage under this Agreement.

- B2. For all employees hired after July 1, 1996, the following shall apply.
 - 1. In case of an employee who works full time (100 percent), the employee shall be provided full coverage during the period of employment.

 - 2. In the case of an employee who works a 50 percent contract or more, health benefits shall be prorated. The Board shall pay that premium equal to the percentage of the full time contract worked. The employee shall be responsible to reimburse the Board through payroll deductions made by the School Business Administrator the remaining portion of the premium.

- C. The Board shall provide each new Employee with such descriptive brochure as may be made available by the New Jersey Blue Cross-Blue Shield Plan, setting forth the details concerning the health care insurance program.

- D. Upon the recall or return to work of any Employee after a layoff, leave of absence, or absence for any other reason, the Board will assume the cost and provide the aforementioned health protection, subject to the terms and provisions of the policies providing the same.

- E. All Employees shall be responsible for notifying the Board in writing of their dependent status and any change in their dependent status.

- F. The Board shall provide an upgraded dental plan for each employee and his/her family. The upgrade shall be found in the Dental Plan of New Jersey, dated May 9, 1996, Proposal I-B. The Board agrees to contribute towards the costs of Dental and Prescription Plans as follows:
1. The Board shall, within one (1) month after the receipt by it of a copy of each of the Association's monthly bills, remit payment for the bill in question directly to the insurance carrier in accordance with the foregoing provisions of this subsection F. The administration of the dental plan and the prescription plan shall be the responsibility of the Board of Education.
 - 2a. The Board of Education shall provide the employees with the prescription plan which is being provided to all other full-time employees within the district with a \$6-\$12-\$6 co-pay for the 2002-2003, 2003-2004, and 2004-2005 school years.
 - 2b. The dental coverage as provided by Delta Dental shall be provided to the employees by the Board of Education for the 2002-2003, 2003-2004, and 2004-2005 school years.

The Board of Education will provide for those employees who choose not to participate in the health care benefit coverage, prescription coverage and dental coverage 1/3 the cost of this coverage.

Employees who choose HMO over PPO will receive 1/3 of the difference in the cost of the coverage.

Coverage After Retirement

The Board agrees to permit employees who have retired from the District under the provisions of PERS and are receiving pension payments hereunder to continue their participation in the health insurance, prescription, optical and dental program which is the subject of this article. In order for an employee to be eligible to continue participation in said health insurance, prescription, optical and dental program after said employee's retirement, said employee must have retired after ten (10) or more years of service in the Paramus School District and must, within thirty (30) days of retirement from the District submit to the Board a request in writing for participation in said health insurance program. Each retired employee who participates in said insurance program shall pay the full cost of his/her participation. Such payment to be made by semi-annual installments paid in advance. Eligibility for participation in said health insurance program shall cease immediately upon the attainment by the retired employee of eligibility to participate in Medicare or upon said employee's death.

ARTICLE VI - NO DISCRIMINATION

The Board and the Association agree that there will be no discrimination against any Employee on the basis of race, creed, sex, color, national origin or membership in the Association.

ARTICLE VII- PERSONAL LEAVE

A. TYPES

1. Death in Immediate Family

If an Employee, who has been in the continuous employ of the Board for six (6) months and is actually working, is absent as a result of a death in his immediate family (as hereinafter defined), the Board shall grant a leave of absence with full pay for such number of days, not exceeding a maximum of seven (7) consecutive calendar days as the Business Administrator, shall, in his sole discretion, on a case to case basis, recommend provided, however, that the Employee attend the funeral. The term "immediate family", as used herein, shall include the following relatives of the Employee and of the Employee's spouse, child, parent, brother, sister, grandparent, regardless of place of residence, and other relative who, at the time of death, was a member of the Employee's household.

2. Serious Injury or Illness in Immediate Family

If an Employee's absence shall be due to a serious injury or illness in the immediate family (as heretofore in this ARTICLE defined), the Board shall grant a leave of absence with full pay for a maximum of one (1) full day, to enable the Employee to make arrangements for the essential security of his family.

3. Miscellaneous Purposes

a. For one (1) or more of the following stated purposes, each Employee who has been in the continuous employ of the Board for six (6) months and is actually working shall be granted, with full pay, one (1) or more personal leaves of absence that total, in the aggregate and in any combination, not more than three (3) days in any school year non-cumulatively provided, that in any specific instance, the number of days of absence for that purpose shall not exceed the number of days set opposite that purpose:

- Physician's Appointment
(Proof of attendance required) two (2) one half (½) days
- Attendance at graduation or acceptance of a degree one (1) day
- Compulsory Courtroom attendance two (2) days
- Funeral of relative or close friend one (1) day
- Family problems (no requirement to state problem one (1) day
- Miscellaneous day (approval required) one (1) day

- b. Any employee who, at the end of the contract year (June thirtieth), has three (3) personal leave days remaining under paragraph (a) above, shall have two (2) days added to their cumulative sick leave account. Any employee who, at the end of the contract year (June thirtieth), has two (2) personal leave days remaining under paragraph (a) above, shall have one (1) day added to their cumulative sick leave account.

B. PROCEDURES

1. An employee shall give five (5) days written notice, in the form prescribed by the Board, to the Business Administrator in advance of any absence covered by Section A(3) of this ARTICLE, or such shorter notice as practical in the event of an emergency. Such notice shall state only the particular category under which the leave is to be taken and the date or dates the Employee is to be absent. The Employee shall be entitled, upon giving such notice, to be absent for the reason or purpose stated therein without further action by the Business Administrator; provided, however, that no Employee shall be entitled, upon giving such notice to be absent for the reason or purpose stated therein without the prior written approval of the Business Administrator in the case of an absence covered by Section A(3) of this ARTICLE.
2. An Employee who is absent under this ARTICLE shall, however, file with the Business Administrator such additional data or evidence in support of the right to be absent as the Business Administrator or the Board may reasonably require in specific situations; and until such additional material is so filed, or if the material does not substantiate the Employee's right to the absence under this ARTICLE, the Employee shall not be entitled to salary for the period of absence.
3. For each day's absence not provided for in this ARTICLE or not approved when so required, there shall be deducted from the Employee's salary a sum equivalent to one (1) day's pay.

ARTICLE VIII - JURY DUTY

If an Employee actually loses work because he is required to serve on any jury, he will be reimbursed for any applicable straight time lost (not to exceed eight (8) hours in any one (1) work day) less the jury duty fee received by him with respect to such lost days as evidenced by a certificate by the clerk of the court. The Employee shall immediately notify the Board when he receives a notice of jury duty.

ARTICLE IX - MILITARY LEAVE

Any Employee who enters the Armed Forces of the United States shall not be denied any benefits and protection afforded by Federal and State laws.

ARTICLE X - GRIEVANCE PROCEDURES

- A1. A "grievance" is any dispute, except as hereinafter provided, between an Employee or the Association and the Board concerning the interpretation, application or violation of (i) a provision of this Agreement; or (ii) a written policy or administrative decision based on a written policy affecting the terms and conditions of employment of an Employee.
- A2. A grievance shall not be deemed to include: (a) any matter as to which a prescribed method of review is required by law or rule or regulation of the Commissioner or State Board of Education; (b) any matter as to which the Board does not have the legal authority to act; or (c) a failure or refusal of the Board to renew the employment contract of a non-tenured Employee.

B. PURPOSE

The purpose of this ARTICLE is to establish a procedure under which a grievance may be processed as rapidly as possible and equitably adjusted at the lowest level possible. Each party shall endeavor to expedite the process and to keep the proceedings as informal as the procedure at any given level will, in the judgment of such party, permit.

C. LEVELS OF PROCEDURE

1. Level One - Step One: An employee with a grievance shall, within ten (10) working days after either the occurrence of the event or acts which gave rise to the grievance or the date on which the Employee knew of or would be reasonably expected to know of such, first orally discuss it with his immediate supervisor with the objective of resolving the matter informally. The immediate supervisor shall communicate his decision to the Employee within three (3) working days next following said oral discussion. If the immediate supervisor fails to communicate his decision within said three (3) working day period, the relief sought shall be deemed denied and the Employee may proceed to Step Two of Level One of the grievance procedure.

Level One - Step Two: If the relief sought in Step One of Level One is denied, the Employee may, within five (5) working days following the denial, file his grievance in writing with his immediate supervisor setting forth the specific nature of the grievance, the facts relating thereto and the action requested to be taken. The immediate supervisor shall communicate his decision in writing to the Employee within three (3) working days next following the filing of the written grievance. If the immediate supervisor fails to communicate his decision in writing within the time prescribed, the relief sought shall be deemed denied and the Employee may proceed to the next Level of the grievance procedure.

2. Level Two: If the Employee is not satisfied with the disposition of his grievance at Step Two of Level One, the Employee may, within five (5) working days after the decision at Level One, appeal the decision at Step Two of Level One in writing to the Director of Building and Grounds setting forth the specific nature of the grievance, the facts relating thereto, the respect in which the Employee disagrees with the decision at Step Two or Level One and the action requested to be taken by the Director of Buildings and Grounds. If the appeal is not timely filed in writing with the Director of Building and Grounds, the decision at Step Two of Level One shall be final and the matter closed. If the appeal is timely filed with the Director of Building and Grounds, then within five (5) working days after the appeal has been filed with the Director of Buildings and Grounds, the matter shall be orally discussed between the Director of Buildings and Grounds and the Employee. The Director of Buildings and Grounds shall communicate his decision in writing to the Employee within six (6) working days after the conclusion of said oral discussion. If the Director of Buildings and Grounds fails to communicate his decision in writing within the time prescribed, the appeal shall be deemed denied and the Employee may proceed to the next Level of the grievance procedure.

3. Level Three: If the Employee is not satisfied with the disposition of his grievance at Level Two, the Employee may, within five (5) working days after the decision at Level Two, request in writing that the Association file an appeal on behalf of the Employee with the School Business Administrator. The Association may, within five (5) working days after receipt of said written request from the Employee, file an appeal in writing with the School Business Administrator setting forth the specific nature of the grievance, the facts relating thereto, identifying the specific provision of the Agreement or written policy alleged to have been violated, the respect in which the Employee disagrees with the decision of the Assistant Business Administrator and the action requested to be taken by the School Business Administrator. If the Association fails to timely file the written appeal with the School Business Administrator, the decision at Level Two shall be final and the matter closed. If the Association files the written appeal with the School Business Administrator within the time limit provided, the matter shall be orally discussed by and between the School Business Administrator, the Association and the Employee within eight (8) working days after the appeal has been filed with the School Business Administrator; and the School Business Administrator shall communicate his decision in writing to the Association within five (5) working days after the conclusion of said oral discussion. If the School Business Administrator fails to communicate his decision in writing within the time prescribed, the appeal shall be deemed denied and the Association may proceed to the next Level of the grievance procedure.

4. Level Four: If the Employee is not satisfied with the disposition of his grievance at Level Three, the Employee may, within five (5) working days after the decision at Level Three, request in writing that the Association file an appeal on behalf of the Employee with the Board or its designee. The Association may, within five (5) working days after receipt of said written request from the Employee, file an appeal in writing with the Board or its designee, setting forth the specific nature of the grievance, the facts relating thereto, the respect in which the Employee disagrees with the decision of the School Business Administrator and the action requested to be taken by the Board or its designee. If the Association fails to timely file the written appeal with the Board or its designee, the decision at Level Three shall be final and the matter closed. If the Association files the written appeal with the Board or its designee within the time limit provided, the matter shall be orally discussed by and between the Board or its designee, the Association and the employee within fifteen (15) working days after the appeal has been filed with the Board or its designee; and the Board or its designee shall communicate its decision in writing to the Association within five (5) working days after the conclusion of said oral discussion. If the Board or its designee fails to communicate its decision in writing within the time prescribed, the appeal shall be deemed denied and the Association may proceed to the next Level of the grievance procedure.
5. Level Five: If any grievance is not resolved at Level Four, the Association may, within ten (10) working days after the decision of the Board or its designee at Level Four, serve written notice on the Board or its designee, of its desire to submit the grievance to binding arbitration as hereinafter provided. If timely notice is not served upon the Board or its designee, the decision at Level Four shall be final and the matter closed.

D. ARBITRATION PROCEDURE

1. In the event that the grievance is to be submitted to arbitration the Association and the Board 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 the Association or the Board shall, within ten (10) working days after the request to submit the grievance to binding arbitration, request a list of arbitrators to be submitted by the American Arbitration Association. The Board and the Association shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
2. The arbitrator selected shall confer with the representatives of the Board and the Association and hold a hearing promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearing, or from the date the final statements and proofs, including briefs and legal memoranda, are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted. The authority of the arbitrator is limited to the interpretation, application or the compliance with the provisions of this Agreement, and the arbitrator shall have no authority in any way to alter, modify, substitute, change, add to or delete from any of the terms of this Agreement or to require any construction or

capital improvement by the Board. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties. The arbitrator shall be bound by, and decide in accordance with, all applicable New Jersey Federal Statutes, the Constitutions of the State of New Jersey and of the United States, and all applicable decisions of the Commissioner of Education, the State Board of Education, the Public Employment Relations Commission, the Courts of the State of New Jersey and the Federal Courts having jurisdiction over matters arising within the State of New Jersey.

3. 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 borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.
- E. The time limits prescribed in the aforementioned grievance steps may be extended by mutual written agreement between the Association and the Board.
- F. No Association Representative in the performance of his duty as such shall unreasonably interfere with or interrupt any work of any Employee. Discussions provided in the grievance Levels shall be held at such time as the Board's representative designates within a reasonable time of the request. All grievance discussions shall be kept to a minimum of time.

ARTICLE XI - BULLETIN BOARDS

It is agreed that bulletin board space shall be provided in each work location for the posting of the Association notices regarding Association meetings and other matters pertaining to legitimate Association business.

Any matter posted on said bulletin board shall bear the signature of a responsible Association official.

ARTICLE XII - RESIGNATIONS

In the event an Employee desires to resign, he shall give the Board at least thirty (30) days written notice of such resignation. Failure to give such written notice of resignation shall result in the forfeiture of all rights of the Employee to any accrued vacation benefits. In the event the Employee gives such written notice less than thirty (30) days in advance of the effective date of resignation, the Employee shall forfeit his rights to accrued vacation benefits on a prorated basis so that, for example, if seven (7) days written notice is given the Board, the Employee shall be entitled to only seven thirtieths (7/30ths) of his accrued vacation benefits.

ARTICLE XIII - NOTICE OF ABSENCE

The Employee must notify the Business Administrator or his designee, before his shift begins, of any illness, injury, job related injury or reason of emergency of a serious nature which will prevent the Employee from working his regular scheduled hours. Such notices shall be given by calling the Business Administrator or his designee. At the time of notification of absence, the Employee must state the reason for his absence and the exact date or dates of anticipated absence. In the event of the failure by an Employee to give such notice, the Employee shall, within twenty-four (24) hours of his return to work, provide to the Business Administrator or his designee a statement in writing of the reason for the absence in question. Failure of the Employee to give such latter statement in writing within said twenty-four (24) hour period shall result in the forfeiture by the Employee of his per diem rate of pay for the absence in question.

ARTICLE XIV - MEETINGS AT WORK LOCATION

Except in emergency situations, the Association Representative shall, on three (3) days written notice to the School Business Administrator, have the right to schedule meetings at a place in a building designated by the School Business Administrator after regular working hours of the Employees involved; provided, that the use of the building by the Association does not interfere with any other use then being made.

ARTICLE XV - VACATIONS

A1. Vacations shall be provided Employees who qualify for the same in accordance with the following schedule:

- For less than ten (10) months of continuous service - one (1) working day for each full month of continuous service.
- For twelve (12) months to thirty-six (36) months of continuous service - ten (10) working days.
- For three (3) years or more of continuous service - fifteen (15) working days.
- For twelve (12) years or more of continuous service - sixteen (16) working days.
- For thirteen (13) years or more of continuous service - seventeen (17) working days.
- For fourteen (14) years or more of continuous service - eighteen (18) working days.
- For fifteen (15) years or more of continuous service - nineteen (19) working days.
- For sixteen (16) years or more of continuous service - twenty-two (22) working days.

An employee will be permitted to carry over no more than five (5) vacation days into the next year. It should be understood that this would not accumulate from year to year. The maximum amount that an employee could ever have would be equivalent to a one year carryover of five (5) days.

Light Duty and Heavy Duty Custodians employed on a 10 month calendar shall receive two (2) days of vacation during the Christmas school recess and two (2) days of vacation during the Easter school recess.

A2. The vacation year for the purpose of ascertaining vacation benefit shall be determined and computed from July 1st and continue to June 30th of the next succeeding year; provided, however, that all Employees must notify the Business Administrator or his designee in writing of requested vacation period or periods.

B. Vacation pay shall be the Employee's regular straight time rate of pay for one (1) week (five (5) days) of work.

- C. The Board shall have the right to schedule the vacation periods of custodians; provided, however, that said vacation period shall, to the extent practicable and feasible in the discretion of the Board, be scheduled according to the seniority of the custodians in each building.
- D1. Custodians shall take their vacation period during the period from the closing of school, through the sixth (6th) business day prior to the opening of school in September, and during the December holiday week and Spring recess week.

Such allowable vacation absence shall be taken after consultation with the employee and approval by the appropriate supervisor. All vacation dates shall be so arranged as not to interfere with the operation of the schools. The number of custodians allowed to go on vacation during any specific period of time during the year shall be limited by the supervisor.

Vacation preference sheets shall be distributed by April first and returned by April fifteenth, and Employees notified by May fifteenth of the assigned vacation periods.

- D2. Maintenance Men/Women and Maintenance Helpers may take no more than two (2) weeks of vacation during the period from the close of school until September 1 (the "summer"). Any portion of the vacation which was not taken during the summer, must be taken between November 1 and May 1 in the vacation year as mutually agreeable to the Board and the employee.
- D3. The Board shall schedule vacations of custodians, maintenance men/women and maintenance helpers so that the same will have the least effect on the efficient operation and needs of the Board as determined by the Board.
- E. In the event an Employee is terminated for cause or has resigned (at the request, based on just cause, of the Board), the Employee shall not be entitled to any accrued vacation benefit. In the event the Employee resigns or is terminated without cause, the Employee shall be entitled to whatever vacation benefit he has earned.
- F. In the event an Employee is laid off or does not work for any reason (other than sick leave) for a portion of a vacation year (as that term is defined in Paragraph 1(B) above) and if the Employee is otherwise eligible for vacation benefits under the provisions of this Article, he shall receive the vacation benefits to which he is entitled on a pro rated basis computed on a twelve (12) month calendar basis, for each full calendar month worked by the Employee subsequent to July 1st of the vacation year. Payment on account of such vacation benefit shall be made at the time of the Employee's scheduled vacation or at the time of the Employee's termination, whichever is applicable.
- G. An Employee who has an accident covered by Worker's Compensation occurring within two (2) months before his vacation period, which necessitates hospitalization or continuous doctor's care during his vacation period shall have his vacation rescheduled. The rescheduling of the vacation will be at a time to be mutually agreed upon between Employee and the Director of Maintenance.

ARTICLE XVI - HOLIDAYS

- A1. Custodian and maintenance employees employed on a twelve (12) month basis shall be employed from July 1 to June 30. They shall work on days in accordance with the custodial/ maintenance calendar as determined and fixed by the Board.

- B1. Custodial/maintenance employees shall have at least fifteen (15) holidays each year. Should the number of holidays in any given year be less than fifteen (15), the difference may be taken during any of the recess periods between September 1 and June 30. Any such additional days shall be scheduled so that the same will have the least effect on the efficient operation of the schools.

- B2. If any work is performed on the aforementioned holidays, the Employee performing said work shall, in addition to his holiday pay, receive time and one-half (1-1/2) his regular straight time calculated rate of pay for all hours worked on the holiday.

- B3. If a holiday should fall during an Employee's vacation period, the Employee shall receive an extra day off, which day shall be scheduled on a day to be mutually agreed upon between the Employee and the Business Administrator or his designee.

- B4. An Employee who is eligible to receive holiday pay shall not receive the same unless he works his full scheduled work days both preceding and following the holiday, unless the Employee's absence has been excused by the Board or its representative.

ARTICLE XVII - SICK LEAVE

A. CUMULATIVE

1. An Employee who works a twelve (12) month schedule in a school year shall be entitled to sick leave with full pay for twelve (12) working days in each school year.
2. An Employee who works a ten (10) month schedule in a school year shall be entitled to sick leave with full pay for ten (10) working days in each school year.

Said sick leave shall be cumulative, and any such sick leave day that remains unutilized at the end of any school year shall be carried from year to year unless and until it is used in any such subsequent years.

B. PROLONGED - STATUTORY

If an Employee's absence shall be the result of a personal injury caused by an accident arising out of, and in the course of, his employment, or an illness arising out of, and in the course of, his employment, such Employee shall be allowed sick leave with full pay for the entire period of such absence for up to a maximum of twelve (12) months. Such sick leave shall not be charged to the sick leave provided in Subsection A of this ARTICLE.

C. PROLONGED - DISCRETIONARY

If the nature of any Employee's personal injury or illness, other than an injury caused by an accident arising out of, and in the course of, his employment, or an illness arising out of, and in the course of, his employment, shall be such as to require an Employee's absence for a consecutive number of days in excess of the aggregate number of days for which full pay shall be payable under Subsection 1 and 2 of this ARTICLE, the Board may:

1. terminate the Employee's employment by reason of the inability of the Employee to return to work within a reasonable time; or
2. grant a leave of absence, not exceeding a total of one (1) calendar year, computed from the date of the commencement of such injury or illness.

For all or a part of the portion of such leave that is in excess of the days for which full pay shall be payable under Subsection A of this ARTICLE, the Board may, in its sole discretion after considering the merits of the case, on a case to case basis, grant:

1. leave with full pay less the amount of the prevailing substitute rate of pay; or
2. leave with partial pay; or

3. leave with no pay.

D. PHYSICIAN'S CERTIFICATE

Any Employee shall promptly comply with each request that a physician's certificate be furnished in connection with any sick leave claim.

E. RECORDS

The Board shall cause to be maintained for each employee a cumulative record of absences for which sick leave has been granted. Such record shall note the dates of absence and the type of sick leave granted in each case. A statement of the number of sick leave days available to each Employee shall be given to each Employee on or before October 1. Each employee shall have thirty (30) days from receipt of said statement within which to challenge its accuracy. Such challenge following the initial statement shall be challengeable only for the preceding year.

F. NEW FAMILY LEAVE ACT

By way of reference only, rather than as part of the contract, an outline of the federal and state Family Leave Acts, as from time to time may be amended by law is attached as an appendix. (Appendix "1")

**ARTICLE XVIII - LEAVE OF ABSENCE FOR
ASSOCIATION REPRESENTATIVE**

The Board may grant an Employee a leave of absence not to exceed five (5) days for the purpose of attending Association conventions or scheduled work shop meetings; provided the Board can spare the Employee's services at the time requested. The application for such leave shall be given at least two (2) weeks in advance of the time the leave would commence. No more than one (1) Employee shall be granted a leave of absence at such time and for such purposes. Any such leave of absence granted shall be without pay.

The Board shall each year grant to no more than two (2) Employees a two (2) day leave of absence with pay to permit attendance at the annual N.J.E.A. Convention, provided that the Board receives from the Association at least five (5) working days prior to the commencement of such leave notice in writing of the identity of the Employee or Employees who will attend said Convention.

ARTICLE XIX - ASSOCIATION REPRESENTATIVE

The Association shall submit in writing to the Board the names and addresses of the Association President and his designee, who shall have the responsibility for administration of this Agreement on behalf of the Association in the absence of the Association President.

Any notice, discussion or communication between the Board and the Association shall be had with, or served personally on, the Association President or, in his absence, his designee. In the event that the Association President or his designee is not present or available for such services, service may be made by sending a notice to the Association President, with a copy to his designee, by certified or registered mail, return receipt requested, to the addresses furnished to the Board. The date of mailing such notice shall be deemed the date of service.

ARTICLE XX - TENURE, REDUCTION IN FORCE AND RECALL

- A1. Employees covered by this Agreement shall be entitled to tenure on the commencement of their fourth (4th) annual contract of employment. Until tenure is attained, Employees shall be in a probationary status and any termination shall not be subject to challenge through the grievance procedure.
- A2. Employees who shall qualify and be entitled to tenure shall have such tenure, reduction in force and recall rights as are provided in N.J.S.A. 18A:17-3 and 18A:17-4.
- B. In the event a tenured Employee is on layoff as a result of reduction in force and is eligible for recall and the Board shall recall said Employee, it shall serve notice of recall on the Employee either personally or by sending the same certified mail, return receipt requested, to the Employee's last known address appearing on the records of the School District.
- C. If the Employee, after receipt of notice of recall, fails to report for work within five (5) working days following receipt of such notice, the Employee shall have been deemed to have waived his right of recall and shall no longer be entitled to such rights. The Employee is responsible for notifying the Board in writing of any change in address or telephone number.
- D. Any dispute arising under this ARTICLE shall be adjusted in the manner prescribed by ARTICLE 2(b) of Chapter 6 of Title 18A (N.J.S.A. 18A:6-9 et seq.). No provision of this ARTICLE shall be subject to grievance or arbitration.

ARTICLE XXI - PROMOTIONAL OPPORTUNITY:
VACANCIES AND NEW JOBS OR POSITIONS

Notice of a permanent job vacancy, or a new job, or new position in the bargaining unit, which the Board determines shall be filled, shall be posted in manner hereinafter provided.

- A. Notice of permanent job vacancy, or new job, or new position in the bargaining unit, shall be posted in each school as soon as practical after the creation of a vacancy or new job or new position. The notice shall be posted for ten (10) work days and any Employee interested therein must submit a letter application to the Business Administrator within the aforementioned ten (10) work day posting period to be considered for the vacancy. The notice shall state the name of the job and a short job description of the same. Employees who have acquired experience, skill and ability to do the work required in the job without training shall be qualified to apply for the same. The Board shall determine the qualifications and abilities of Employees who apply and, in the event two (2) or more applicants who are presently employed in the District are of equal experience and ability, the applicant with the greater seniority shall be awarded the job (subject to the following). Notwithstanding the fact that an applicant for a position has the experience and ability to perform the job in question, the Board may, in the best interests of the School District and in the interest of maintaining a proper degree of experienced personnel in each of its buildings, decline to award the job to such an experienced applicant. If the Board determines that no applicant has the experience and ability to perform the job, it may fill the vacancy or new job or new position from any other source.

In the event that a presently employed individual applies for and successfully obtains a job vacancy or newly created position which has been posted in accordance with this Article, the Board shall then be required to follow the foregoing posting procedure only with regard to the successful applicant's present position.

- B. The School Business Administrator or his/her designee shall notify the Association of the name, address, salary, salary placement of each new employee within ten (10) days of hire.

(Packet placed in the Association mailbox after each BOE meeting.)

ARTICLE XXII - SEPARABILITY

If any provision of this Agreement, or any interpretation, application or administration thereof, shall be determined by any court or administrative agency having jurisdiction thereof to be contrary to law, such provision, interpretation or administration shall be specifically deemed invalid and stricken here from to the extent required by such determination. All other provisions hereof shall remain in full force and effect.

ARTICLE XXIII - CONFLICT OF AUTHORITIES

In the event an arbitrator's award under the terms of this Agreement should be in conflict at the time of his decision with any court decision, State statute, rule or regulation of the Commissioner or State Board of Education, or any subject matter covered by this Agreement, the court decision, State statute rule or regulation of the Commissioner or State Board of Education, or this Agreement shall control and prevail and the arbitrator's ruling to the contrary shall be null and void and of no effect.

ARTICLE XXIV - MISCELLANEOUS

- A. It is agreed the duties of the jobs covered by this Agreement overlap and Employees shall continue to interchange and perform all job duties as heretofore.
- B. The Association and Employees covered by this Agreement agree to cooperate with the Board and its supervisors in order that the Board's facilities and physical properties are kept in a proper manner and that the work required to be done is performed in an efficient and economical manner, which the Board determines.
- C. The Board agrees to furnish each custodian three (3) shirts and three (3) pants each school year. The Board agrees to furnish each employee three (3) tee shirts for the summer each year. The Board agrees to furnish each maintenance man and maintenance helper three (3) shirts and three (3) pants each school year. The Board further agrees to provide two (2) rain gear outfits for each building and one (1) rain gear outfit and one (1) winter three-quarter jacket for each Employee regularly expected to function out-of-doors; provided, however, that a rain gear outfit and a winter three-quarter jacket shall not be replaced more often than once every three (3) years. Notwithstanding the foregoing, the Board shall not be obligated to furnish the aforesaid clothing to newly hired custodians, maintenance men or maintenance helpers until after they have been employed by the Board for a period of six (6) months. The care and upkeep of the aforesaid clothing shall be the responsibility of the Employees. Each Employee must be presentable and representative and clean in appearance.
- D. Supervisors shall have the right to continue to do any work as they have heretofore.
- E. Subject to the rights of employees which exist or arise as a matter of law under relevant statutes and cases, the Board shall have the right, at its expense, to have a physician conduct a physical examination of any Employee whenever the Board determines such an examination to be necessary. All Employees agree that they will submit to such examination or examinations as the Board's physicians may consider necessary, at no expense to the Employees.
- F. The Board may, at any time, at its option, install time-clocks and require Employees to punch in and out on the same.
- G. The Board agrees that all assignments and classifications of new and incumbent employees will be implemented based upon the work actually performed or to be performed by the employees so classified and that the classifications of light duty custodian and heavy duty custodian shall reflect legitimate, substantial and actual distinctions in levels of skill, effort and responsibility required in the performance of the work. The Board shall undertake an evaluation and assessment of the duties of all incumbent custodial employees in order to determine to which category each should be assigned. The Association shall at all times in the course of the foregoing evaluation and classification be consulted by the Board in connection with individual classification decisions. Any employee who objects to his or her classification shall be entitled to

submit reasons and evidence supporting that objection to the Board.

- H. Copies of the current agreement shall be printed by the Board of Education within thirty (30) days after the agreement is signed, and copies provided to all concerned parties. (Custodians/Maintenance Workers now employed, Board Office, Board Members, and Chief School Administrator.)

ARTICLE XXV - PROFESSIONAL DEVELOPMENT

The Board of Education and the Association shall cooperate in arranging two days of in-service courses, workshops and/or programs per year, designed to improve the quality of work performed by its employees.

ARTICLE XXVI - DUES DEDUCTIONS

- A. The Board agrees to deduct from the salaries of its Employees dues for the Paramus Public School Association of Custodians and Maintenance Workers, the Bergen County Education Association, the New Jersey Education Association of the National Education Association, or any one or any combination of such Associations 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 Paramus Public School Association of Custodians and Maintenance Workers 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.
- B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.
- C. The Association agrees to indemnify and reimburse the Board and hold the Board harmless for any improper or erroneous payments made to the Association under this ARTICLE.
- D. By August 1st of each year, the Association shall supply the Board with an alphabetized list of members who have authorized payroll deductions, indicating the monthly amount of each member's deductions.

The effective date for deduction authorization hereafter received shall be as follows:

- 1. For authorization received after August 1, or prior to October 1, the first deduction should begin with the November pay period, with deductions being retroactive for the September and October pay periods.
- 2. For authorization received after October 1, but prior to January 1, deductions should begin as of the February pay period and be based on five (5) equal deductions of the total amount.
- 3. For authorizations received after January 1, or prior to February 15, the first deduction should begin with the March pay period, with deductions being retroactive for the February pay period, which places the Employee on five (5) equal monthly deductions of the total amount.

ARTICLE XXVII - REPRESENTATION FEE

A. 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 to offset the costs of services rendered by the Association as majority representative.

B. AMOUNT OF FEE

Prior to the beginning of each membership year, the Association will notify the Board in writing of the aggregate amount of the regular membership dues, initiation fees and assessments charged by the Association to each of its own members for that membership year. The representation fee to be paid by each non-member will be equal to eighty-five (85%) percent of said aggregate amount.

C. DEDUCTION AND TRANSMISSION OF FEE

The Board agrees to deduct from the salary of any Employee who is not a member of the Association for the current membership year the full amount of the representation fee referred to in this ARTICLE, above, and promptly will transmit the installments so deducted to the Association. The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each Employee during the remainder of the membership year in question. The deductions will begin thirty (30) days after the Employee begins his employment in a bargaining unit position.

D. TERMINATION OF EMPLOYMENT

If an Employee who is required to pay a representation fee terminates his employment with the Board before the Association has received the full amount of the annual representation fee to which it is entitled under this ARTICLE, the Board will deduct the unpaid portion of the annual representation fee from the last paycheck paid to said Employee during the membership year in question and promptly forward same to the Association.

E. 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.

ARTICLE XXVIII - EVALUATION PROCEDURE

- A. All monitoring or observation of the work performance of an Employee shall be conducted by individuals immediate supervisor.
- B. All Custodial/Maintenance Employees will be provided with a minimum of one (1) written evaluation per year by April 30 of the year. Said evaluation shall be prepared by the Employee's immediate supervisor, as designated in the individual's job description.
- C. Each written evaluation shall be based upon immediate supervisors observations of an employee's job performance during the course of the school year. Any weaknesses that are observed during that period will be brought to the attention of the individual in writing within ten (10) days of occurrence, and a discussion as to how the employee can effectively resolve the problem will take place.
- D. There will be a conference between the evaluator and the Employee after the written evaluation report has been submitted to the Employee. The annual summary evaluation conference between staff member and evaluator shall include, but not be limited to, a review of the staff member's performance based upon the job description; review of the staff member's progress towards goal attainment and improvement and growth towards the district's objectives, as well as a review of the annual written summary evaluation. The employee shall be given a copy of any evaluation report or observation at least one (1) day before any conference to discuss it.
- E. The written annual evaluation summary is to be signed by both the evaluator and the staff member being evaluated within five working days of its review. The staff member's signature indicates only that he/she has seen and read the evaluation document. If the staff member wishes, a separate commentary representing his/her views may be attached to the evaluator's report.
- F. The format of the evaluation report shall be as developed by the Board, Evaluation Reports shall be addressed to the Employee and, where negative comments are made by the evaluator, such portions shall be in narrative form. The report shall include, where pertinent:
 - 1. Strengths of the Employee as evidenced during the period since the previous report.
 - 2. Weaknesses of the Employee as evidenced during the period since the previous report.
 - 3. Specific suggestions as to measures which the Employee might take to improve his/her performance in each of the areas wherein weaknesses have been indicated.
- G. The Business Administrator shall notify each Employee by July 1 as to the identity of the individual who shall perform the written evaluation of such Employee.
- H. An Employee wishing to review the contents of his/her personnel file (excluding letters of reference) may do so by appointment with the Business Administrator. Such Employee shall have the right to place in his/her personnel file a written rebuttal to any items contained therein.

Copies of all items (except letters of reference) may be obtained at the Employee's expense.

ARTICLE XXIX - FULL AGREEMENT

There shall be no individual agreements with Employees. This Agreement constitutes the entire agreement between the parties. This Agreement cannot be modified except by mutual written agreement executed by the parties. The Board and the Association shall equally share the cost of printing this Agreement in booklet form.

It is understood and agreed that all existing policies and administrative decisions of the Board continue in full force and effect but that the Board may, subject to the provisions of the Employer-Employee Relations Act of 1968, as amended, change, modify and adopt such policies and administrative decisions as it deems proper. A copy of any change, modification or new policy or administrative decision of the Board shall be served upon the Association Representative.

ARTICLE XXX - DURATION

This Agreement shall be effective as of July 1, 2002 and shall continue in full force and effect and expire at 11:59 p.m. on June 30, 2005 and shall be automatically renewed for additional (1) year periods unless either party hereto gives written notice to the other party, on or before October 15 of the calendar year preceding the calendar year in which this Agreement expires, of its intention to modify or terminate this Agreement, in which event the parties shall commence negotiations for a renewal agreement on or before October 15 of the then school year.

ARTICLE XXXI - SALARY GUIDES

Development of the 2002-2005 salary guides: The Association proposes to increase the salary guide by 3.00 percent on each step of the guide for each year of the settlement exclusive of increment. Salary guides shall be mutually agreed upon.

An additional column shall be developed for skilled employees, defined as licensed plumbers and electricians, an employee with a pesticide license, at a rate of 1.12 times each step on the maintenance schedule. An employee with a certification, and/or saves the Board money will be given additional compensation to be calculated at the rate of 1.06 times said employee's base salary.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

BOARD OF EDUCATION OF THE BOROUGH OF PARAMUS

By: _____
President

By: _____
Secretary

**PARAMUS PUBLIC SCHOOL ASSOCIATION OF
CUSTODIAN AND MAINTENANCE WORKERS**

By: _____
President

ATTEST: _____
Secretary

APPENDIX "1"
Key Provisions of the Federal Family Medical Leave Act
and the New Jersey Family Leave Act

Federal (FMLA):

1. Provide 12 weeks of unpaid leave within 12 months.
2. All health benefits are maintained, but cannot accrue other benefits while on leave (i.e. seniority).
3. Covers serious illness to self, family, childbirth/care or adoption. (This act may be used to provide 12 weeks protection for those who do not qualify for permanent disability under the A.D.A.).
4. Eligible employees must work 12 months or 1,250 hours for the same employer.
5. Restrictions for employees may require leave to continue until end of term under certain circumstances.
6. Intermittent leave available, but employer must agree.
7. Does not replace disability leaves, but may enhance.

New Jersey (NJFLA)

1. Provides 12 weeks of unpaid leave within 24 months.
2. All health benefits are maintained.
3. Covers serious illness to family childbirth/care or adoption.
4. Eligible employees must work 12 months or 1,000 "base" hours for same employer.
5. Intermittent leave detailed in state regulations.
6. Does not replace disability leaves but may enhance.

Note: WHERE LEAVE BEING REQUESTED IS COVERED UNDER BOTH THE FLMA AND THE FLA YOU MAY COMPARE THE PROVISIONS IN THE TWO LAWS AND SELECT THE PROVISION WHICH IS MORE FAVORABLE.