

**AGREEMENT**  
**between the**  
**SCOTCH PLAINS-FANWOOD BOARD OF EDUCATION**  
**and the**  
**INTERNATIONAL BROTHERHOOD OF TEAMSTERS**  
**LOCAL 102**

**July 1, 2010 – June 30, 2013**

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Agreement made this 28th day of June, 2011, between SCOTCH PLAINS-FANWOOD BOARD OF EDUCATION, hereinafter referred to as "Board" and LOCAL 102, AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter known and designated as the "Union."

## ARTICLE I

### RECOGNITION

The Board recognizes the Union as the exclusive collective bargaining representative for the head custodians, custodians, maintenance A and maintenance B personnel, grounds personnel, hall monitors, and bus drivers, it being agreed that this unit excludes office, clerical, administrators and supervisors. It is acknowledged by the parties that the head custodians, custodians, maintenance personnel, grounds personnel, and bus drivers are employed on a 12-month contract unless altered by individual contract. The Board and the Union agree that the Head Custodian is not a supervisor within the meaning of the PERC law and that neither party will petition PERC for separation from the unit.

## ARTICLE 2

### CHECK OFF

1. The Board agrees to deduct from the salaries of the members of the unit the dues for the Union and the Pension Fund. Such deduction shall be made in compliance with N.J.S.A. 52:14-15.9 and under the rules established by the State Department of Education. Said Union dues monies, together with the record of any corrections, shall be submitted to the Treasurer of the Union by the 15<sup>th</sup> of each month following the monthly pay period during which deductions were made. A form of authorization for the deduction of such monies shall be executed by each member of the unit. In the event the Union shall change the amount of dues, it shall give the Board written notice prior to the effective date of such change.
2. All new employees may from and after the 31<sup>st</sup> day following the date of their employment apply for membership in the Union in accordance with the provisions of NJSA 34:13A-1, et seq. Nothing herein shall be construed as making Union membership a condition of employment, nor shall any individual be compelled to join the Union at any time. However, in accordance with the provisions of NJSA 34:13A-1, et seq., and as heretofore set forth in the Agreement, the Union shall be recognized as the exclusive collective bargaining representative for the members of the unit described.

3. Any employee in the bargaining unit on the effective date of this Agreement who does not join the Union within thirty (30) days thereafter or any new employee who does not join within thirty (30) days of initial employment within the unit, whichever is sooner, shall as a condition of employment, pay a representation fee to the Union by automatic payroll deduction. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular Union membership dues, fees, and assessments as certified by the Union to the employer.
4. The Union's entitlement to the representation fee shall continue beyond the termination date of the Agreement so long as the Union remains the majority representative of the employees in the Unit, provided that no modification is made in this provision by a successor agreement between the Union and the employer.
5. The determination of the appropriate representation fees, those employees covered, payroll deduction provision, challenges to representation fee assessments, time for representation payments, and all other questions relating to the Agency Shop Law and its proper interpretation shall be made in accordance with N.J.S.A. 34:13A-1 et seq. and the applicable regulations, provided that membership in the Union is available to all covered employees on an equal basis and it maintains a demand and return system which complies with the requirement of Section 2 © and 3 of the Act. The payroll deductions for such representation fee shall be made pursuant to the procedure as above established for regular Union dues, except that the authorization assignment form need not be executed by the employee.
6. Prior to the commencement of payroll deductions of the representation fee in lieu of dues for any dues year, the Union shall provide all persons subject to the fee with an adequate explanation of the basis of the fee. The statement provided to the affected employees shall be consistent with the New Jersey Administrative Code provisions on providing annual notice and a copy to employees. The Union shall provide a copy of the demand and return system to the employee prior to the commencement of payroll deductions of the representation fee in lieu of dues for any affected employee.

### ARTICLE 3

#### MANAGEMENT

The Board may not, by agreement or through arbitration, delegate powers and responsibilities which by law are imposed upon and lodged with the Board. Any contract must include and therefore be subject to the New Jersey School Laws and all other applicable laws and regulations. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, except as limited by this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New

Jersey, and of the United States, 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 activities of its employees;
2. to hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
3. to determine the shift schedules, special duties, school assignment and specific scheduling of duties of each of the employees within the unit.

The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Laws of the State of New Jersey, and the Constitution and Laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the New Jersey School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

The parties further acknowledge that this Agreement has been negotiated and executed with the objective of setting forth mutual rights, obligations and responsibilities. The parties further agree that in all aspects of their relationships they shall comply with all appropriate law and recognized standards of professional conduct and professional relationships. There shall be no discrimination by the Board against any officer of the Union for any legal activity in carrying out his office, nor shall the Union or any of its members encourage or conduct a strike, impose sanctions or undertake any concerted activity which shall cause a slow-down or disruption of any of the operations and activities of the school system. Any grievance arising under and out of this Agreement shall be prosecuted within the framework of the grievance Procedure. The Board acknowledges that it shall fully comply with all of the obligations and responsibilities imposed upon it by this Agreement and shall take no action nor conduct any activities which shall impair the operation of this Agreement.

#### ARTICLE 4

##### HOURS OF WORK AND OVERTIME

1. A work week shall consist of forty (40) working hours including holidays, vacation, paid sick and paid personal days, workers comp., and FLA-FMLA. The breakdown of this shift shall be as follows:

- a. Two and one-half (2-1/2) hours after the beginning of the shift, a fifteen (15) minute period will be allowed for a coffee break, normally at 9:00 a.m., 2:00 p.m., and 5:30 p.m. The employee must remain at his/her work location or assignment during the break.
  - b. A five (5) minute period will be allowed for wash-up prior to the employee's meal break.
  - c. Approximately four hours after the beginning of the shift a one-half (1/2) hour period will be allowed for lunch. Each employee shall have a designated meal time. The specified times will be mutually agreed to and posted on a building basis.
  - d. Eight (8) hours and twenty-five minutes after the starting time of the shift a five (5) minute period will be allowed for wash-up. Maintenance and grounds personnel will be permitted a fifteen (15) minute clean-up/wash-up period at the end of the workday. An identical amount of time shall be allocated for building checks at the high school and the two middle schools. The time may be extended due to emergency repairs. An identical amount of time shall be allocated for building checks at all the elementary schools. The time may be extended due to emergency repairs. Employees who will be paid the two hour minimum for building checks may be required to perform other functions during the two hours.
  - e. Eight and one-half (8-1/2) hours after the beginning of the shift the working day will terminate.
  - f. The schedule for working shifts in a working day will be established by the Board.
2. A normal work week shall consist of one (1) working shift on five (5) consecutive days from Monday through Friday at the elementary schools and the maintenance and grounds departments. The High School and Middle Schools may have both Monday through Friday and Tuesday through Saturday schedules. An employee on the Tuesday through Saturday schedule shall work the afternoon shift on Tuesday through Friday and the day shift on Saturday. The shift differential shall apply on all work days for the Tuesday through Saturday employee. The shift will be limited to one (1) employee per school who is either newly hired, successfully bids for the position or who is hired on or after July 1, 2008.
  3. For all afternoon shift work, which for the purposes of this provision shall be deemed to be work actually performed with the shift commencing 3:00 p.m. and extending until 11:30 p.m., a premium of seven percent (7%) shall be paid constituting payment for shift differential. For all night shift work, which for the purposes of this provision shall be deemed to be work actually performed within the shift commencing 11:00 p.m. and extending until 7:30 a.m., and a premium of ten percent (10%) shall be paid which shall constitute payment for shift differential. The premium pay for each shift shall be computed based upon the basic hourly rate and for actual work performed.

4. Afternoon and night shift custodians shall work the aforesaid day shift, 6:30 a.m. to 3:00 p.m., during the summer months whenever possible without any effect on their normal rate of pay, including differential, unless the employee is needed at other times due to particular work activities. The summer months shall commence on July 1<sup>st</sup> and terminate on the next to last Friday in August.
5. Whenever schools are closed for one (1) full week or more, employees shall perform their work during the first shift whenever possible without any effect on their normal rate of pay, including differential, unless the employee is needed at other times due to particular work or activities. The wages to be paid to members of the unit are set forth on the Schedule of Wages which is annexed hereto and made a part hereof as Appendix A-1.
6. Day shift employees may be required to report for work up to a maximum of four (4) hours prior to the start of their regular shift without payment of the shift differential.
7. Overtime

The hourly rate for overtime for twelve (12) month employees shall be established by dividing 2080 hours into the yearly salary of such employee. Overtime, if authorized by the administration shall be paid at the rate of time and one-half as follows:

- a. All work performed in excess of forty (40) hours in any one (1) work week shall be compensated at the rate of one and one-half (1-1/2) times the hourly rate.
- b. All work performed on the sixth (6<sup>th</sup>) consecutive day worked in the work week. Whenever an employee is absent on any of the first five (5) days of that employee scheduled work week, and works on the sixth (6<sup>th</sup>) day of such work week, time and one half shall be paid such employee for all hours worked on the sixth (6<sup>th</sup>) day, provided that the employee has been excused by his or her supervisor or his or her supervisor is satisfied that his or her absence was justified. Work performed on a Sunday shall be paid at the rate of double time.
- c. In the event an employee is required to work on a recognized holiday, he or she will receive, in addition to his normal compensation for that day, double (2) times his or her hourly rate of pay as is computed in this Article for work performed on the holiday provided the employee reports to work on every work day or is covered by (e) of this section in the pay period in which the holiday occurs.
- d. In the event that a head custodian or other designated employee is required to conduct building checks on either Saturday, Sunday or holidays, it is agreed that they should be paid at the rate of one and one-half (1-1/2) times their normal daily rate for the actual time during which they conducted the examination. At other times an employee shall be granted a minimum of two (2) hours pay when called/out to perform emergency work outside of the employee's regular shift.

Building checks shall not be required when the building is in use on a weekend or holiday. The Business Administrator or his/her designee shall designate, after consultation with the Union, the time at which the building check is to be conducted. The building check may be required as early as 6:30 a.m. Building checks may be required on either or both Saturday and Sunday as determined by the Business Administrator.

- e. Hours worked in any one work week shall include approved personal days, pre-approved vacation days and paid sick days for which medical certification, if requested, has been submitted.

8. Overtime Limitations

A tour of duty including overtime shall not exceed a total of twelve (12) continuous hours unless additional time is authorized by the Business Administrator or his/her designee..

Any employee authorized to continue a particular job after the end of his or her shift will be paid one and one-half (1-1/2) times his or her hourly rate for the actual time spent beyond his or her normal shift, plus five (5) minutes allowed clean-up.

The Board reserves the right to deduct time lost from the wages of those employees who report late for their assigned shift. Employees who sign up for overtime and subsequently fail to work the overtime will be removed from the overtime roster for two (2) pay periods following the failure to report for duty.

Overtime days, when authorized and required by the Board, shall be performed. The assignment of overtime within a building will be upon a rotating basis based on seniority. The Board reserves the right to remove from the overtime list any employee not reporting for such overtime duty when required. The rotating seniority roster may be bypassed when an employee(s) is/are already working on the job where the overtime will occur. This employee(s) will be charged with a turn on the rotating seniority roster. When there are insufficient employees within a building or job classification to satisfy the overtime needs of the building or job classification, employees who sign up for district wide overtime will be selected for overtime where the shortage of employees occurs on a rotating seniority basis based on district wide seniority. Refusal to accept an assignment from the district wide overtime roster shall count as a turn on the roster.

9. Temporary Transfers

In the event of unscheduled absences the Board may transfer custodians between schools to provide for lunch time coverage. Lunch transfers will be rotated among the custodians at each covering school by seniority. The Board also has the right to transfer custodians in an emergency.



10. Bus Drivers

- a. Bus drivers hired on or before December 31, 1999, will continue to have a work year that is at least equal to the drivers' 1998-1999 work year.
- b. Newly hired bus drivers, both full and part-time, will have a one hundred and eighty-five (185) day work year based on the school calendar.
- c. Bus drivers employed on a one hundred eighty-five (185) day basis will not receive paid holidays and vacation days, include one hundred eighty-five (185) day-bus drivers whose date of hire precedes January 1, 2000.
- d. The work day for one hundred eighty-five (185) day bus drivers may be either six (6) or eight (8) hours. Drivers assigned to a six (6) hour schedule will be paid proportionally.
- e. All bus drivers will have an assigned work location where they will report to perform custodial functions when the driver is not driving the bus.

11. Maintenance Work Schedules

The work shift for both Maintenance A and B employees may be either 6:30 a.m. to 3:00 p.m. or 3:00 p.m. to 11:30 p.m. Emergency shift changes will not exceed three (3) work days in length. Every option will be explored to keep the employees on days. Afternoon shift work will be paid the contractual shift differential.

12. Substitute Bus Drivers

Employees from other job classifications who work overtime as substitute bus drivers will be paid the bus driver rate for their step on the salary guide for all overtime hours.

13. Maintenance and custodial employees shall be reasonably available for snow removal based on weather forecasts. Employees specified herein are required to report for snow removal at the time specified by the Buildings and Grounds Department. Employees who are scheduled or called in for extra work assignments due to inclement weather by the Director of Maintenance and have the extra work assignment cancelled by the Director of Maintenance within two hours of the scheduled starting time shall receive two hours pay.

**ARTICLE 5**

**SENIORITY**

1. It is the established policy of the Board that employees within the unit shall not be eligible for tenure until the expiration of three (3) consecutive years of employment with

the Board. However, the Board agrees to recognize, in advance of that date, seniority for the purposes of:

- a. vacation scheduling, and
- b. layoff of employees,

provided that the employee shall have the necessary qualifications, skill, and ability to perform the work which may be available. In addition, the Board agrees that the shop steward shall during his term of office have top seniority for the purposes of layoff and recall, provided he has the qualifications, skill and ability to perform the work available. Seniority shall only accrue in job classifications in which the employee has worked. Employees who are promoted to higher paying job classifications shall continue to accrue seniority in the lower paid job classifications in which the employee has worked.

2. At least thirty (30) days notice or two (2) weeks pay in lieu of notice will be provided an appointed tenured employee prior to layoff.
3. Appointed tenured employees released due to a reduction in force shall be notified of all vacancies that occur within two (2) years of their release. Such notification shall be made by letter addressed to the employee's last known address in his personnel file. Within five (5) days the employee shall notify the Board if he desires to return to the work involved in the notice. If he meets the qualifications and license requirements for the position, he shall return to work with the accumulated seniority prior to layoff. Wages will be determined for the specific duties at the time of reappointment.
4. Employees shall lose all seniority rights for the following reasons:
  - a. Voluntary resignation.
  - b. Discharge for just cause.
  - c. Failure to return to work within five (5) working days after being recalled from layoff and being notified by certified mail, unless failure is due to actual illness or accident.
  - d. Five (5) days of unexcused absence.
  - e. Breach or violation of any condition set forth in this Agreement.
5. The seniority date for employees initially hired on a temporary basis will be the initial date of hire as a temporary employee when the employee becomes a permanent employee provided there is no break in service between the temporary and permanent positions.

**ARTICLE 6**

**HOLIDAYS**

The Board will establish and grant to the head custodians, custodians, maintenance personnel, grounds personnel and bus drivers thirteen (13) holidays per year to be determined by the Board in accordance with the school calendar. In the event the holiday shall fall on a Saturday or Sunday it shall be celebrated on a day selected at the discretion of the employer. In the event a holiday falls during an employee's vacation period, such employee shall receive an additional day's vacation. In order to receive holiday pay, an employee must work the regularly scheduled work day before the holiday and the regularly scheduled work day after the holiday, unless he or she has been excused by his or her supervisor or unless the administration is satisfied that his or her absence was justified.

**ARTICLE 7**

**VACATIONS**

All employees covered by the terms of this Agreement shall receive vacations with pay at the regular rate according to the following schedule:

1. Employees will receive vacations in accordance with the following schedule:

Date of hire before July 1, 2011	
<u>Years Completed Service</u>	<u>Vacation Days</u>
1 – 4	10
5 – 9	15
10 – 19	20
20 or more	25

Date of Hire On or after July 1, 2011	
<u>Years Completed Service</u>	<u>Vacation Days</u>
1-6	10
7-12	15
13 or more	20

2. Any employee entering into an employment agreement prior to January 1 will receive 10 working days of vacation as of July 1;
3. Any employee entering into an employment contract between January 1 and June 30 will receive one (1) day of paid vacation as of July 1 for each month of service in the current year;

4. Vacation pay entitlement at termination of employment will be determined as follows:

$$\text{Pay} = \frac{\text{full months worked}}{12} \times \text{Annual days} \times \text{dollars per day}$$

5. Vacation time earned in any one school year, (July - June) must be used in the following school year and vacations shall be non-cumulative. The Board also reserves the right to establish a uniform vacation period. In the absence of a district-wide vacation period, all employees shall submit between April 1 and April 15, on a form to be approved, their request for vacation during the period starting July 1<sup>st</sup> and ending one full week prior to the opening of school.. Such request shall be acted upon on or before May 1. An employee may also apply for a vacation outside of the summer period which request shall require approval. Vacations will be limited to a total of two (2) weeks per employee during the summer months, unless the employee is approved for more than two (2) weeks by the Business Administrator or his/her designee.
6. Ten (10) month employees shall receive 10/12th's of the paid vacation days provided in Section 1. above.
7. Bus drivers must take vacation when the schools are closed. Vacation request on days when the schools are open will not be approved. Exceptions to this restriction may be granted at the sole discretion of the Business Administrator or his/her designee.
8. Each employee will receive a calendar detailing his/her time off and available time two (2) times per year. All employee absences shall be listed on the calendar and any remaining vacation, sick and personal days shall be shown.

## ARTICLE 8

### BOILER LICENSE

1. The Board agrees to pay the school cost for the obtaining of a boiler license. The Board's payment will be limited to no more than two (2) training courses. The employee must first be approved for attendance by designee. The Board further agrees to pay the fee to obtain the license and shall also pay the fee for license renewal of all employees approved to hold such a license. The employee shall not lose pay while attending the license course. The employee must make every effort to attend the boiler license training course at a time which does not conflict with the employee's work schedule.
2. All the employees in the job classifications of custodian, elementary and secondary head custodians and maintenance men who are hired after January 11, 1982 must obtain a Black Seal license within one (1) year of their employment in order to continue to be

employed. Failure to obtain the Black Seal license within one year of employment will be cause for termination regardless of the employee's ability to perform within his/her job classification.

3. Employees shall receive an annual stipend of \$300 for the possession of a Black Seal license:
  - a. Employees hired during the course of the work year (July 1 - June 30) having said license shall be paid a pro-rata share of this stipend at the rate of \$25.00 per month worked. Any amount of days worked in a month shall constitute a month for calculation purposes.
  - b. Payment shall be made in two equal installments on July 31 and on January 1 of each year. In order to be eligible for the stipend, the employee must still be employed as of its payment date.
4. Employees hired on or after January 1, 1996, will not be compensated for holding the Black Seal license.
5. Groundskeepers are not covered by these provisions.

## ARTICLE 9

### SICK LEAVE

1. Head custodians, assistant custodians, maintenance personnel, grounds personnel and bus drivers shall receive twelve (12) days paid sick leave per year after one (1) year of service. Hall monitors shall receive ten (10) days paid sick leave per year after one (1) year of service. Employees with less than one (1) year of service shall receive one (1) day of sick leave per month for each month actually worked. In accordance with the New Jersey statutes, sick leave shall be cumulative. The Board reserves the right to require the presentation of a doctor's certificate in appropriate cases.
2. Employees who retire and who will be eligible to receive PERS pension benefits immediately after retirement shall be entitled to receive severance pay based upon accumulated sick leave as follows:
  - a. Thirty-five dollars (\$35) per accumulated sick leave day up to a maximum of one hundred and seventy (170) days.
  - b. Severance checks shall be payable not more than sixty (60) days following retirement.

3. In the event of the death of an employee who has at least five (5) years of service, the deceased employee's estate shall be entitled to the above benefit.
4. All employees must follow the AESOP procedures for reporting absences, except where the AESOP system will not accept the call.

## ARTICLE 10

### PENSION PLAN

The existing pension plan, as is made and provided for in accordance with the New Jersey statutes, shall be continued.

## ARTICLE 11

### MILITARY SERVICE

Members of the organized Reserve of the United States Naval Reserve, United States Army Reserve, United States Air Force Reserve or United States Marine Corps Reserve shall be entitled to leave of absence without loss of pay on all days in which they shall be engaged in actual field training. A military leave without pay shall be granted to any employee having tenure entering the military service of the United States. Such employee shall be entitled to the benefits, rights and privileges with respect to tenure and pension and the benefits which he or she would have had or acquired if leave of absence in accordance with the New Jersey statutes had not been granted.

## ARTICLE 12

### HEALTH INSURANCE, DENTAL PLAN

- A.1. During the period from July 1, 2010, to July 31, 2010, the Board shall provide for and pay the cost of a health insurance program. Such program shall include medical-surgical and major medical coverage for the employee and his/her family. The current plan being utilized is that of CIGNA (Policy No. 36181). The benefits under the major medical coverage shall be those set forth below for employees hired on or before June 30, 2002. The Preferred Provider Program shall be one of the coverage options for employees. Effective July 1, 2002, all newly hired employees shall be required to: (1) enroll in the Preferred Provider Program for the first three years of their employment; or (2) pay the cost differential to enroll in the indemnity plan; or (3) waive insurance coverage.

Effective July 1, 2007, employees who elect to continue enrollment in the indemnity (traditional) program shall contribute five hundred dollars (\$500) per year through payroll deduction which deductions are covered by the District's Chapter 125 plan. Effective July 1, 2010, the five hundred dollar (\$500) per year contribution shall be terminated. State law Effective July 1, 2010, each employee shall pay one and one-half percent (1.5%) of his/her pensionable salary toward the cost of their medical insurance in accordance with State law. The contribution shall be made through payroll deduction. Employees who waive medical insurance coverage or who are not eligible for this insurance shall not be subject to the one and one-half percent (1.5%) contribution.

- a. 100% of covered expenses after \$2,000;
- b. doctor's attendance benefits while hospital-confined to 100% of reasonable and Customary charges;
- c. out-patient mental and nervous problems—70% of Reasonable and Customary charges without any other limitations;
- d. survivors' benefits clause providing that if an insured employee dies, health premiums will be covered for a two-year period;

A.2. Effective August 1, 2010, medical insurance shall be provided by Horizon. The Horizon plan shall be equal to or better than the CIGNA plan. All terms and conditions of the Horizon plan shall be the same as the CIGNA plan including contributions and deductibles.

A.3. Effective January 1, 2011, or as soon thereafter as possible, the Traditional plan shall be terminated. Employees currently enrolled in the Traditional plan shall be permitted to enroll in any other health care plan offered by the Board.

A.4. Effective January 1, 2011, or as soon thereafter as possible, the AETNA Health Maintenance Organization option shall be eliminated. Employees currently enrolled in the AETNA HMO plan shall be permitted to enroll in any other health care plan offered by the Board.

B.1. The Board agrees to provide a basic dental plan. The plan shall provide family coverage, children covered to the age of 23. The plan shall include a deductible of \$25 per individual and \$50 per family per year.

B.2 The dental insurance coverage shall be Delta Dental through July 31, 2010, and Horizon Dental thereafter. Such program shall be based upon the usual, customary and reasonable concept and shall include:

	<u>Plan</u> <u>Pays</u>	<u>Employee</u> <u>Pays</u>
Preventive and Diagnostic	100%	0%
Remaining Basic Benefits	60%	40%
Crowns, Inlays and Gold Restorations	60%	40%
Prosthodontics Benefits	50%	50%
Orthodontic Benefits (Child Only)	50%	50%

The maximum amount payable by Delta and Horizon for the above dental services, excluding Orthodontic Benefits, to an eligible patient in any calendar year is \$1,500. The maximum for orthodontics shall be five hundred dollars (\$500) per case. Effective January 1, 2011, the general usage maximum shall increase to \$1,800 and the orthodontic maximum shall increase to \$1,000.

- C. The Board shall provide for Health Care and Dental Insurance for individuals within the unit who were hired on or before September 30, 1994, who retire within the contract period, after serving the Scotch Plains-Fanwood School District for twenty (20) years or more. Anyone hired on or after October 1, 1994, will not be eligible for this benefit. The coverage provided shall be that under the current contract less Medicare when the individual is eligible for Medicare. The cost of retirement coverage shall be as follows:

1 <sup>st</sup> year of retirement	100% paid by the Board
2 <sup>nd</sup> year of retirement	90% paid by the Board
3 <sup>rd</sup> year of retirement	80% paid by the Board
4 <sup>th</sup> year of retirement	70% paid by the Board
5 <sup>th</sup> year of retirement	60% paid by the Board
and from the 6 <sup>th</sup> year forward	50% paid by the Board.

The individuals so covered shall be required to pay the necessary contribution to the Board in advance of the payment of the premium by the Board.

- D. If a carrier is changed for any of the above insurance programs, the new coverage provided shall be equal to or greater than the existing coverage.

E. 1. Health Insurance Waiver Option

Employees with dependent coverage shall be offered annually (July 1 to June 30) the option of waiving all health insurance benefits as set forth in this Agreement. Any employee who executes an appropriate form, provided by the Board, waiving both individual and dependent coverage will receive for the year to which the waiver applies three thousand dollars (\$3,000) which shall be payable at the rate of three hundred dollars (\$300) per month for ten months. Once an employee makes an election to waive insurance coverage, he/she may not return at any time during that year. Employees hired during the year who elect not to take coverage



or employees terminating his/her employment prior to July 1 shall have the above payments prorated on a monthly basis.

2. Dental Insurance Waiver Option

Employees with dependent coverage shall be offered annually (July 1 to June 30) the option of waiving all dental insurance benefits as set forth in this Agreement. Any employee who executes an appropriate form, provided by the Board, waiving both individual and dependent coverage will receive for the year to which the waiver applies three hundred fifty dollars (\$350.00) which shall be payable at the rate of thirty-five dollars (\$35.00) per month for ten (10) months. Once an employee makes an election to waive insurance coverage, he/she may not return at any time during that year. Employees hired during the year who elect not to take coverage or employees terminating his/her employment prior to July 1 shall have the above payments prorated on a monthly basis.

F. Employees who voluntarily switch from the traditional insurance program to the Preferred Provider Program shall receive an incentive payment of two hundred dollars (\$200) dependent coverage or one hundred dollars (\$100) single coverage. The payment shall be made at the conclusion of each insurance year for the first two years that the employee is enrolled in the Preferred Provider Program. Employees who switch must stay for two years beyond the bonus.

G. A cafeteria plan will be developed in compliance with the IRS code.

### ARTICLE 13

#### TEMPORARY LEAVES OF ABSENCE

During the term of this Agreement employees shall be entitled to the following temporary leaves of absence without loss of pay, which shall be non-cumulative except as hereinafter stated:

1. A total of two (2) days leave of absence for such personal or other matters which require absence during working hours. Employees shall be permitted to accumulate one (1) unused day in any year so that a maximum of three (3) personal days may be utilized in any one (1) year. Application to the employee's immediate superior for such leave of absence shall be made at least five (5) days before taking such leave. All employees shall be required to state a reason when requesting the employee's third personal day for the year. Employees taking emergency temporary leave shall submit the application, with reason, on the first day the employee returns to work. Denial of an application for a temporary leave day shall be grievable.

2. The actual time necessary for appearance in court or before a state administrative agency pursuant to a duly issued subpoena. The subpoena shall be presented to the building principal or immediate superior in advance of the appearance at court or the administrative agency for approval.
3. A maximum of five (5) days at any one time in the event of the death of mother, father, spouse, child, sibling or grandchild. A maximum of three (3) days in the event of the death of a father-in-law, mother-in-law, daughter-in-law, son-in-law, grandfather, or grandmother. A maximum of two (2) days in the event of the death of an employee's brother-in-law or sister-in-law. Step family members are included in the relatives listed above.
4. All employees must follow the AESOP procedures for reporting absences, except where the AESOP system will not accept the call.

#### ARTICLE 14

#### UNIFORMS

1. The Board will furnish to each employee three (3) uniforms, to consist of three (3) pairs of pants and three (3) shirts, per school year. Each employee shall receive one pair of steel-toe safety shoes each year. The shoes shall be from a supplier that is acceptable to the Union and shall be a store in the vicinity of the school district. The Board's contribution toward the cost of the shoes will not exceed one hundred dollars (\$100) per year. Effective July 1, 2012, the shoe allowance shall increase to one hundred and fifty dollars per year. The employee will be required to submit a receipt indicating proof of purchase. Other items of clothing and safety equipment, such as rain gear, boots, coveralls, safety goggles and respirators, will be furnished as required by the Department of Labor and Industry or deemed necessary by the Administration.
2. Maintenance and grounds personnel shall be provided with winter jackets which must be worn. Such jackets will be replaced as needed.
3. Hall monitors shall be provided with winter jackets, the jackets must be worn when on duty during the winter.
4. Failure to wear a complete uniform while on duty between September 1st and the last school day may result in disciplinary action.

## **ARTICLE 15**

### **POSTING OF JOBS,**

1. Job vacancies shall be posted on the bulletin board in the receiving room. However, the Board reserves the right to determine the experience and qualification of each member of the unit to fill the vacant post. All internal candidates will be granted interviews for vacancies for which they formally apply. Interviewees who are not selected for the position will be notified in writing.
2. In the event that a job has been posted and is not filled within forty-five (45) days of the posting date the job will be re-posted if it is to be filled at a later date.
3. All internal candidates shall be treated on a fair basis. The Board shall not act in an arbitrary or capricious manner in the selection of a candidate.

## **ARTICLE 16**

### **RIGHTS OF VISITATION**

The business agent or his representative or any officer of the Union shall be permitted to transact official Union business on school property at all reasonable times, provided the business does not interfere with nor interrupt normal school operations and the visit complies with the Board of Education policy on visitation to the schools. Such representatives shall first notify and obtain the permission of the building principal or his designee to enter the building. Such permission shall not be unreasonably withheld. It is further understood that this privilege shall be exercised so as to keep at a minimum the time lost thereby to the Board.

## **ARTICLE 17**

### **BULLETIN BOARD**

The Union shall have in each school building space on a bulletin board in proximity to the custodians' area, which may be used for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety and general Union activities. Copies of all materials which will be posted on the bulletin board will be given to the building principal.

## ARTICLE 18

### TENURE

1. Employees without tenure shall be offered a contract prior to the expiration of each school year. The Board may grant tenure to any employee after three (3) calendar years of continuous service by offering a contract to the employee at the end of three (3) consecutive years of employment. Prior to that time the Board reserves the right to discharge any employee or to refuse to offer a contract to any employee at the end of the school year. The Board will, however, agree to furnish the employee and the Union with reasons for either his or her discharge or non-renewal of contract. Such discharge or non-renewal shall not be grievable within the framework of this Agreement.
2. Employees who receive an unsatisfactory evaluation and are recommended for increment withholding will be re-evaluated in six (6) months. The withheld increment may be restored if the re-evaluation is satisfactory.
3. Employees who are promoted to a higher paying job classification will have a six (6) month probationary period. At any time during the probationary period the employee may be returned to his/her prior position with no loss of seniority.

## ARTICLE 19

### EMPLOYEE DISCIPLINE

Employees shall not be disciplined without just cause. Discipline may include but not be limited to oral and written reprimands, loss of pay, increment withholdings, suspensions without pay, and mid-contract discharges, but shall not include the non-renewal of a non-tenured employee. Discipline shall be applied in a non-discriminatory fashion, and shall be subject to the grievance procedure. The discipline to be imposed shall be determined on a case-by-case basis, and shall take into account the nature of the offense, the number of previous offenses of any kind, the length of service of the employee, the general employment record of the employee, and any mitigating circumstances.

## ARTICLE 20

### TRANSFERS

1. The Board reserves the right to transfer employees so as to best serve the needs of the school district. However, the Board agrees that if an employee is temporarily transferred to a lower rated job he or she shall be paid his or her regular rate of pay. In addition, the Board further agrees that if an employee works twenty (20) hours or more in the course of

any one work week in a higher job classification, he or she shall receive the rate of pay of the higher classification for all hours actually worked in that classification during the particular week.

2. Employees who are temporarily assigned to a higher job classification on either a Friday or the day before a holiday shall perform all required weekend or holiday work related to the higher job classification.

## ARTICLE 21

### MAINTENANCE OF EXISTING CONDITIONS

The Board hereby agrees to maintain existing conditions as they affect the terms and conditions of employment provided that such existing conditions shall not be contrary to nor abridge and modify the provisions as are set forth in this Agreement.

## ARTICLE 22

### GRIEVANCE PROCEDURE

A "grievance" shall mean a complaint by an employee or group of employees that there has been to him or her or to them or to the Union an inequitable, improper or unjust application, interpretation or violation of Board policy, State law, or of this Agreement, except that the term "grievance" shall not apply to:

- a. any matter for which a specific method or review is prescribed and expressly set forth by law or any rule or regulations of the State Commissioner of Education, or
- b. a complaint of a non-tenure employee which may arise by reason of his discharge or non-re-employment.

#### Procedure:

1. A grievance to be considered under this procedure must be initiated in writing with the Level Two supervisor within forty-five (45) calendar days of its occurrence.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the "aggrieved" to proceed to the next step. Failure of the "aggrieved" at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
4. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the contract year, the time limits set forth herein shall be reduced so far as practicable so that the grievance procedure may be exhausted prior to the end of the contract year.
5. It is understood that employees, shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and administration until such grievance and any effect thereof shall have been fully determined.
6. **Level One** - An employee with a grievance shall first discuss the grievance with his/her immediate supervisor in an attempt to resolve the matter informally at that level. For custodial, grounds and maintenance employees the Level One supervisor is either the Director of Facilities or the management company that is responsible for facilities. Custodians may file grievances with the building principal at Level One concerning issues that are strictly related to a single school building and which do not involve vacation scheduling or overtime. For bus drivers the Level One supervisor is the Business Administrator. For hall monitors the Level One supervisor is the building principal.
7. **Level Two**, - If, as a result of the discussion, the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she may file the grievance in writing with the Union within five (5) days after the decision at Level One or ten (10) days after the grievance was presented, whichever is sooner. Should the Union consider the grievance to be a valid and meritorious one the Union shall refer the written grievance to the Level Two supervisor set forth below within ten (10) days after receiving the grievance from the employee. The written grievance shall specify: (a) the date(s) of occurrence; (b) the section of the Agreement or written Board Policy violated; (c) the loss or damages incurred; (d) the result of the Level One discussion; and (e) the aggrieved employee's dissatisfaction with the decision rendered at Level One. The Level Two supervisor shall meet with the Union and the aggrieved within ten (10) days following receipt of the grievance and prior to communicating his/her written decision. For custodial, grounds and maintenance employees the Level Two supervisor is the Business Administrator. For bus drivers the Level Two supervisor is the Business Administrator. For hall monitors the Level Two supervisor is the Superintendent. The written response at Level Two shall be rendered within ten (10) days of the hearing.
8. **Level Three** - If the aggrieved person is not satisfied with the disposition of the grievance at Level Two within ten (10) days following receipt of the Level Two decision, or if no

decision has been rendered within ten (10) days following the Level Two hearing, whichever is sooner, the aggrieved person may request in writing that the Union submit his/her grievance to the Board of Education. If the Union considers the grievance to be a valid and meritorious one the Union shall submit the grievance to the Board within ten (10) days of receipt of the grievance from the aggrieved. The written grievance shall set forth the same specifications as set forth at Levels One and Two together with all prior decisions. The Board, or a committee appointed by the Board, may hold a hearing with the affected employee, or at its discretion may render a written decision based on the record submitted. If a hearing is held it shall be held within thirty (30) days of receipt of the grievance by the Board. The Board's decision shall be rendered within thirty (30) days following receipt of the written grievance, or within ten (10) days following the grievance hearing if a hearing is held, whichever is later.

9. **Level Four** - In the event an employee is dissatisfied with the determination of the Board, and when the grievance involves an inequitable, improper or unjust application, interpretation, or violation of this Agreement, he or she may request the Union to submit a formal demand for binding arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968. A request for such binding arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within the said time shall constitute a bar to such arbitration unless the parties have extended the time by mutual agreement. Within ten (10) days after receipt of the written notice of demand for binding arbitration, the Union shall make a request to the Public Employment Relations Commission for a list of arbitrators from which one will be selected by the parties. In the event the parties are not able within three (3) days after the receipt of the list to select an arbitrator, a second list shall be requested. If the parties are unable to agree upon a mutually satisfactory arbitrator from the second list within (5) days after receipt thereof, PERC may select an arbitrator from the list, which arbitrator shall then serve. The arbitrator shall be empowered to hold a hearing or hearings and to obtain all relevant data concerning the grievance. He shall render a written decision, and a copy shall be simultaneously furnished to the Union and the Board. The arbitrator shall limit himself to the issue submitted and shall consider nothing else. He can add nothing to nor subtract anything from this Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be binding. The cost of the arbitration proceeding shall be borne equally by the parties.
10. **Miscellaneous** - It is understood that the employee shall deliver and, notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and administration. It is further understood and agreed that all proceedings under this procedure shall be conducted after school hours. However, in the event that any party in interest required time during the school day for the obtaining of documents or other materials pertaining to the hearing, he or she shall apply to the Business Administrator through his or her immediate supervisor to obtain released time. Should the Business Administrator or his designee determine that there is no other alternative, he may approve released time.

**GRIEVANCE FORM  
TEAMSTERS LOCAL 102  
AND**

**SCOTCH PLAINS-FANWOOD BOARD OF EDUCATION**

DATE: \_\_\_\_\_

**GRIEVANCE SPECIFICATIONS:**

Date of occurrence: \_\_\_\_\_

Section(s) of the Agreement or written Board Policy violated: \_\_\_\_\_  
\_\_\_\_\_

Loss of damages incurred \_\_\_\_\_

Remedy sought \_\_\_\_\_  
\_\_\_\_\_

**LEVEL ONE**

Date of discussion \_\_\_\_\_

Supervisor involved in the discussion \_\_\_\_\_

Supervisor's response \_\_\_\_\_

Date of response \_\_\_\_\_

**LEVEL TWO**

Date filed with the Union \_\_\_\_\_

Date received by the Level Two supervisor \_\_\_\_\_

Date of the Level Two hearing \_\_\_\_\_

Supervisor's response \_\_\_\_\_  
\_\_\_\_\_

Date of supervisor's response \_\_\_\_\_

**LEVEL THREE**

Date filed with the Union \_\_\_\_\_

Date received by the Board \_\_\_\_\_

Board's response \_\_\_\_\_  
\_\_\_\_\_



## **ARTICLE 23**

### **HALL MONITORS**

1. The following provisions of this Agreement shall be applicable to hall monitors:

Article I Recognition  
Article 2 Check-Off  
Article 3 Management  
Article 9 Sick Leave  
Article 10 Pension Plan  
Article 11 Military Service  
Article 12 Hospitalization, Medical and  
Dental Insurance  
Article 13 Temporary Leaves of Absence  
Article 15 Posting of Jobs  
Article 16 Rights of Visitation  
Article 17 Bulletin Board  
Article 19 Employee Discipline  
Article 21 Maintenance of Existing Conditions  
Article 22 Grievance Procedure  
Article 24 Entire Agreement  
Article 25 Notice Provision  
Article 26 Wages  
Article 27 Term of Agreement

2. **WORK YEAR**

The work year for hall monitors shall be determined by the number of student days as scheduled in the school calendar.

3. **WORKDAY**

- a. The workday shall consist of eight (8) consecutive hours.
- b. Hall monitors shall receive a twenty-three (23) minute paid lunch during which they shall remain in the building and be on call.

4. **LAY-OFF/TERMINATION**

- a. Hall monitors shall be given at least fourteen (14) days notice of layoff or termination unless the termination is for disciplinary reasons in which case the fourteen day requirement will not apply.

## **ARTICLE 24**

### **ENTIRE AGREEMENT**

This Agreement and its appendices shall constitute the entire Agreement between the parties and shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. This Agreement shall supersede existing Board policies, rules and regulations where any conflict arises.

## **ARTICLE 25**

### **NOTICE PROVISIONS**

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or by certified mail at the following addresses:

- a. If by the Union, to the Board at

Evergreen Avenue & Cedar Street  
Scotch Plains, N.J. 07076

- b. If by the Board, to the Union at

446 Morris Avenue  
Springfield, N.J. 07081

## **ARTICLE 26**

### **WAGES**

1. All custodial, grounds, maintenance and transportation and hall monitor employees will be paid in accordance with the salary guides included in this contract.
2. Employees shall advance one step on the salary guide effective July 1st of each year provided (a) that the employee has been paid for more than one-half of scheduled work days in the preceding calendar year, and (b) that the employee's increment has not been withheld.

3. Longevity

Upon completion of seventeen (17) years full-time continuous experience in this school system, an employee shall receive a longevity bonus of two (2%) percent of his/her contractual salary. After twenty (20) years continuous experience in accordance with the above, an additional four (4%) percent of his/her salary will be awarded for a total of six (6%) percent bonus after twenty (20) years of continuous full-time experience with the district.

4. Stipend

Maintenance and Grounds Foreman shall have two thousand (\$2,000) dollars in addition to his/her salary.

5. Payroll Reporting

The employee's overtime and other pay differentials will be listed on or with the employee's paycheck.

**ARTICLE 27**

**TERM OF THE AGREEMENT**

This Agreement shall be effective July 1, 2010, and shall continue and remain in full force and effect up to and including June 30, 2013 when it shall expire. The parties shall commence negotiations for a successor agreement no later than January 1, 2013.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective secretaries, and their corporate seals to be affixed hereto, all on the day and year first above written:

SCOTCH PLAINS-FANWOOD  
BOARD OF EDUCATION

By   
President

LOCAL 102, AN AFFILIATE OF THE  
INTERNATIONAL BROTHERHOOD OF  
TEAMSTERS

By   
Secretary/Treasurer

ATTEST:

  
Secretary

ATTEST:

  
Steward

**SCOTCH PLAINS/FANWOOD**

2010-11		CUSTODIAN 2011-12		2012-13	
STEP	\$\$	STEP	\$\$	STEP	\$\$
3	30758	3	32000	3	32000
4	33339	4	33469	4	33469
5	35053	5	35919	5	35500
6	35801	6	38067	6	37639
6A	36971	6A	38440		
		6B	39026		
7	39832	7	40456	7	41080
A	51806	A	52430	A	53054

2010-11		MAINTENANCE B & GROUNDS 2011-12		2012-13	
STEP	\$\$	STEP	\$\$	STEP	\$\$
4	34812	4	34812	4	34812
5	35856	5	35856	5	35856
6	37876	6	37876	6	37876
6A	39663				
		6B	41450		
7	41989	7	42613	7	43237
A	54059	A	54683	A	55307

2010-11		HEAD SECONDARY 2011-12		2012-13	
STEP	\$\$	STEP	\$\$	STEP	\$\$
3	41826	3	42400	3	43300
4	42927	4	43600	4	44600
5	44027	5	44800	5	45800
6	45128	6	46191	6	47000
7	46957	7	47581	7	48205
A	57964	A	58588	A	59212

2010-11		HEAD ELEMENTARY 2011-12		2012-13	
STEP	\$\$	STEP	\$\$	STEP	\$\$
3	38525	3	38525	3	38525
4	39625	4	39625	4	39625
5	40725	5	40725	5	40725

6	41826	6	41826	6	41826
7	43655	7	44279	7	44903
A	55762	A	56386	A	57010

**MAINTENANCE A**

	2010-11		2011-12		2012-13
1	59499	1	60000	1	62000
1A	61292				
2	62600	2	62500	2	63700
		2A	63084		
3	63629	3	64253	3	64877

**BUS 12 MONTH**

	2010-11		2011-12		2012-13
3	34000	3	34300	3	34600
4	35500	4	35800	4	36100
5	37000	5	37300	5	38000
6	38500	6	38800	6	39200
7	40067	7	40691	7	41315
A	53270	A	53894	A	54518

**BUS 185 DAYS**

	2010-11		2011-12		2012-13
3	25500	3	25800	3	26100
4	26500	4	26800	4	27100
5	27500	5	27800	5	28100
6	28600	6	29000	6	29300
7	30104	7	30548	7	30992

**CORRIDOR MONITOR**

	2010-11		2011-12		2012-13
1	22105	1	22429	1	22753
		1A	22538		
2	22268	2	22646	2	22970
A	28050	A	28428	A	28752