

A G R E E M E N T

**EMERSON CUSTODIAL-
MAINTENANCE DEPARTMENT**

EMERSON BOARD OF EDUCATION

2016-2019

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ARTICLE I

- RECOGNITION -

- A. The Board of Education recognizes the Emerson Education Association as the exclusive and sole representative for collective negotiations, as defined in Chapter 123 of 1974 of the Laws of the State of New Jersey, concerning the terms and conditions of employment for all custodial and maintenance personnel employed by the Emerson Board of Education and working in the schools.
- B. The term "employee" when used hereinafter in this Agreement shall refer to all custodial and maintenance personnel represented by the above-named Emerson Education Association.

ARTICLE II

- NEGOTIATIONS PROCEDURES -

- A.** The Board of Education agrees to enter into collective negotiations with the Emerson Education Association in accordance with Chapter 123 of 1974 of the Laws of the State of New Jersey. Such negotiations shall not begin later than November 1st (unless mutually agreed to by the parties hereto) of the school year in which this Agreement shall expire. Any Agreement so negotiated shall apply to all employees as indicated in Article I, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.
- B.** This Agreement shall not be modified in whole or in part except by an instrument, in writing, duly executed by both parties.

ARTICLE III

- ASSOCIATION RIGHTS -

- A. Representatives of the Association, the New Jersey Education Association, the Bergen County Education Association, and the National Education Association shall be permitted to transact official Association business on school property. This business shall not interfere with or interrupt normal school operations and shall require approval of the Superintendent or his/her designee. The use of school buildings for meetings shall be permitted upon approval of the building principal, which approval shall not be unreasonably withheld.
- B. The Association shall be permitted to use school facilities and equipment, including but not limited to typewriters, computers, copying machines, and all types of audio-visual equipment with prior approval of the building principal, which approval shall not be unreasonably withheld. The Association shall pay the reasonable cost of all materials and supplies incident to such use and shall be responsible for any damage caused to such equipment or facilities as a result of such use.
- C. The Association shall be permitted the use of the inter-school mail facilities and school mail boxes providing a copy of the content(s) shall be simultaneously submitted to the appropriate building principal(s).
- D. The Board shall, within a reasonable time, prior to entering into any contract which will result in custodial or maintenance services being provided or supervised by any person or persons, organizations, group or company other than properly recognized employees directly employed by the Board, offer the Association an opportunity to express its view regarding the issues at hand.
- E. The Board agrees to furnish the Association, in response to reasonable requests, all available information which is in the public domain.
- F. Whenever an Emerson employee and/or the employee's Association Representative participates during working hours in grievance proceedings or school related legal proceedings, provided that attendance at said legal proceedings is required by the Board or agent of the Board, they shall suffer no loss in pay nor be charged for the day as a personal day or sick day.

ARTICLE III (*Continued*)

- G.** The Association shall be allowed to install a telephone in a school building in the name of the Association and at the expense of the Association. Placement shall be determined by the Superintendent in consultation with the Emerson Education Association president.
- H.** The rights and privileges of the Association and its representatives as set forth under Article III of the Agreement shall be granted only to the Association as the exclusive representative of the custodial and maintenance personnel.
- I.** The Board recognizes the Association's right to an agency shop and authorizes payroll deductions as per statute maximum for all non-association employees.

ARTICLE IV

- EMPLOYEE RIGHTS -

- A. Employees shall not be discriminated against, coerced, or reprimanded by virtue of their exercise of any and all legal rights.
- B. Any question concerning the professional competence of an employee or criticism of his/her methodology by a supervisor, administrator, or board member shall be made in confidence and not in the presence of students, parents, or other public gatherings.
- C. No employee shall be prevented from wearing pins or similar identification of membership in the Association or its educational affiliates.
- D. All positions recognized by this contract must be contracted, not vouchered or hourly.
- E. All employees recognized by this agreement shall have an interschool mailbox designated for their use.
- F. Whenever any employee is required to appear before the Superintendent, Board, or any committee thereof concerning any matter which would adversely affect the continuation of that employee in his/her office, position, or employment, or his/her salary or any increments pertaining thereto, then the employee shall be given reasonable prior notice of the purpose of such meeting or interview and shall be entitled to have a representative present to advise and represent him/her during such meeting or interview.
- G. In the event that circumstances compel a reduction in the custodial or maintenance staff, the Superintendent shall make the necessary reductions according to the principle of seniority in accordance with state regulations concerning such reductions.
- H. Reduction in force (layoff) shall not be made for arbitrary and capricious reasons and shall be in compliance with the laws of the State of New Jersey.

ARTICLE IV (Continued)

- I. All positions to be filled, whether new or due to a vacancy, must be posted in all three buildings in a location specified for this purpose. This applies to all "A Guide" positions and for all "Stipend" positions.
- J. Seniority, for the purpose of this Article concerning reduction in force, shall be defined as continuous employment time in the Emerson School System.
- K. Employees shall have access to their personnel files. Nothing will be placed in an employee's file without the employee being given a copy. Employees shall have the right to respond, in writing, to anything placed in their files. Persons inspecting an employee's personnel file will log in their names and dates of inspections.
- L. Employees shall be notified of rehiring by May 15th of the preceding year.

ARTICLE V

- BOARD RIGHTS -

- A. The Board of Education retains and reserves unto itself without limitation, all the 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 States; and by the decisions of the Commissioner of Education and the Board of Education of the State of New Jersey; by the rules and regulations of the State Board of Education and by the decisions of the courts of the State of New Jersey and/or the United States, and by regulations of the Public Employment Relations Commission (PERC).

- B. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, in accordance with applicable laws and regulations, subject only to the limitation imposed by the language of this Agreement, (a) to supervise employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in the school district, and to suspend, demote, discharge, or take other disciplinary action as necessary under the state law; (c) to relieve employees from duty for legitimate legal reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means, and personnel by which such operations are to be conducted; and (f) to establish reasonable work rules within the framework of this document and state law; and (g) to take whatever actions may be necessary to carry out the educational purposes of the school district in situations of emergency.

- C. Nothing in the above shall be interpreted as to preclude the Association and/or individuals from instituting the grievance procedure with respect to Board policy or administrative decisions.

ARTICLE VI

- SALARIES, VACATIONS, LONGEVITY, & HOLIDAYS -

- A. The salaries of all employees covered by this Agreement are set forth in Schedule A which is attached hereto and made a part hereof.
- B. The salary schedule, as attached hereto, is for a forty (40) hour week schedule to be determined by Administration.

Overtime shall be paid for all hours over eight in any work day or for all hours over forty (40) in any work week. Overtime shall be assigned on a fair and equitable basis.

Overtime rates shall be:

1. Time and one-half for Monday through Saturday
2. Double time for emergencies on Sundays and holidays
3. Overtime rates shall not apply to regularly scheduled shifts such as Sunday to Thursday or Tuesday to Saturday

For the purpose of determining the work week, sick days, personal days, holidays, and other Board-approved leaves shall be counted in determining the forty (40) hour week.

Regular Overtime shall be defined as overtime work, scheduled or unscheduled, that immediately follows or precedes a regularly scheduled work shift. There shall be no minimum number of hours required.

Example: An employee whose shift begins at 7:00 a.m. may be called to work for snow removal at 5:30 a.m. Said employee shall be entitled to 1.5 hours at the proper overtime rate.

Call-Back Time:

If an employee is called back to work after completing his/her regular working hours and if an employee is called in to work on Saturday, Sunday, or a holiday, he/she shall be guaranteed a minimum of two (2) hours rate of overtime pay for up to two (2) hours of work. Example: An employee called to work at 1:00 a.m. to repair a leak or shut off a fire alarm that takes approximately 15 minutes to complete, shall be paid two hours at the proper overtime rate. If necessary work goes over 2 hours, employee shall be paid for the amount of time needed to complete the work.

Call-Back Time shall be defined as emergency work performed at times other than immediately following or preceding a regularly scheduled work shift or called to work on Saturday, Sunday, or a holiday, he/she shall be guaranteed a minimum of (2) hours at the proper rate of pay. Example: An employee whose shift begins at 7:00 a.m. may be called to work for snow removal or to fix an alarm signal at 12:30 a.m. Said employee shall be entitled to 2 hours at the proper overtime rate.

Regular Overtime and Call-Back time may only be assigned with the prior approval of the Director of Buildings and Grounds, Assistant Superintendent, School Business Administrator, Assistant School Business Administrator or the Superintendent of Schools.

C. Longevity: After nine (9) years of service, beginning in the tenth (10th) year through the twenty-fourth (24th) year, \$100.00 per year will be added to salary.

D. Vacations:

1. Two weeks after one year.
2. Three weeks after seven years.
3. Four weeks after twelve years of service.

ARTICLE VI (*Continued*)

4. If the employee has not been under contract for a full year, he/she shall receive one day vacation for each month employed, the total not to exceed ten (10) days.
- (a) In general, vacation should be scheduled during July and August. A limited number of vacation days may be permitted at other times when schools are not in session.
 - (b) A vacation calendar will be developed by the Board/ Administration indicating periods of time when vacation may be scheduled. The Board shall have the right to block out certain calendar dates or limit the number of employees taking vacation on any given day/week. Blocked out days/weeks shall not be available to employees to take vacation time except as outlined in (d) below.
 - (c) Beginning in February of each year, employees shall begin making requests for vacation time. Vacation time will be selected on a seniority basis subject to the conditions set forth in (a) above. Notification of approval will be given within a reasonable time frame.
 - (d) Employees who, due to special circumstances, need to take vacation time during blocked out periods, shall submit such requests for approval to the Superintendent with the recommendation of the Director of Buildings & Grounds and Business Administrator. Such requests shall be made, in writing, no less than thirty days prior to the vacation time requested.

- E. **Holidays:** Regular employees shall receive the following holidays unless school is in session:

Independent Day	Christmas Day
Labor Day	New Year's Eve
Veterans' Day	New Year's Day
Thanksgiving Day	President's Day
Friday After Thanksgiving	Good Friday
Christmas Eve	Memorial Day

ARTICLE VI (*Continued*)

In the event a holiday falls on a Saturday, Sunday, or a day when school is in session, employees shall receive a compensatory day when school is not in session.

- F.** Employees may elect to have a single deposit or multiple direct deposits of salary into any employee designated bank account(s) in the employee's name with a valid ABA routing number and account number. All employees hired after July 1, 2013 shall be required to deposit entire salary into any employee designated bank account(s) in the employee's name with a valid ABA routing number and account number.

- G.** Employees may elect to pay for any or all of their benefits after retirement at the rate of 102% of the group rate. Payment for the year must be made in two equal installments. The first payment must be made by July 15th of the year in which the benefits are continued, the second payment must be made by January 30th of the year in which the benefits are continued.

ARTICLE VII

- EMPLOYMENT CONTRACTS -

- A. Employees on a ten-month (10) contract shall start work on September 1st and work until June 30th with compensation provided for any additional days worked. Compensation for days worked beyond June 30th shall be at the new contract rate.
- B. It is hereby agreed by the parties hereto that the annual employment contract may at any time be terminated by either party giving to the other party 30 days' notice in writing of intention to terminate the same but that, in the absence of any provision therein for a definite number of days' notice, said contract shall run for the full term named herein.
- C. A new employee shall work for a 60 day probationary period. During the probationary period, employees shall receive a written evaluation after 30 and 60 days of employment. At the end of the 60 day probationary period, the employee may or may not be granted continued employment status.

ARTICLE VIII

- SICK LEAVE -

- A. All twelve (12) month employees shall be entitled to thirteen (13) sick leave days each year as of the first official day of said contract year whether or not they report for duty on that day.

All ten (10) month employees shall be entitled to eleven (11) sick leave days each year as of the first official day of said contract year whether or not they report for duty on that day.

Unused sick leave shall be accumulated from year to year, but twelve (12) days are accumulative and one (1) is not accumulative each year for twelve (12) month employees; and ten (10) days are accumulative and one (1) is not accumulative each year for ten (10) month employees.

Employees working less than full time shall accrue proportionate sick leave.

- B. The Board of Education reserves the right to request a physician's certificate when an employee is absent for more than two (2) consecutive days.
- C. Any employee who is ill beyond his/her accumulated sick leave time may apply to the Superintendent for extended leave benefits. The Superintendent will make a recommendation to the Board. The Board, within its discretion, may accept, reject, or modify the Superintendent's recommendation.

ARTICLE IX

- LEAVES OF ABSENCE -

A. Temporary Leaves of Absence

1. Employees shall be entitled to the following non-accumulative leaves of absence with full pay each year:

Personal All staff may be allowed up to four (4) days, without loss of pay for personal business during the school year, upon approval of the Superintendent. Up to two (2) unused personal days shall be added to the accrued number of sick days. In addition, a third unused personal days shall be added to the accrued number of sick days provided employee used no more than two (2) sick days during that school year.

All personal leaves are subject to the following conditions:

- i. Personal leave shall be limited to urgent legal, medical, family, personal matters or religious holidays which necessitate the staff member's absence on a school day. Personal leave shall not be used for recreation, entertainment, rest or recuperation, other employment, or for matters which can be scheduled outside of school hours.
 - ii. Requests for personal leave shall be filed with the Superintendent at least five (5) school days in advance of the contemplated absence.
 - iii. Personal days will not be granted on the first five (5) days of school, or on days immediately preceding or following an extended weekend, scheduled school recess, or scheduled professional development day.
 - iv. The Superintendent, or his designee, shall review each application and approve or disapprove the request.
 - v. In an emergency, the Superintendent, or his designee, upon being informed by the staff member of the nature of the emergency, may waive all restrictions and authorize an emergency personal day, if satisfied that the restriction in ii or iii above impose an undue hardship.
- b. Legal Proceedings - This is to be defined as legal proceedings which are directly related to the employee's performance of duty within the Emerson

Public Schools. This provision shall not apply if such proceedings deal with said employee's dismissal instituted by the Board.

- c. Deaths in Family - Up to 10 days days in the case of the death of a spouse, child, or spouse's child. Up to 3 days in the case of the death of staff member's parent, grandparent or sibling or spouse's parent, grandparent or sibling. Additional leave shall be left to the reasonable discretion of the Superintendent of Schools.

B. Extended Leave of Absence

1. Illness in Family - A leave of absence, without pay, may be granted for the purpose of providing care for a sick member of the immediate family.
2. Adoption - Any employee adopting a child shall, upon sixty (60) days' prior written notice to the Superintendent, except in extenuating circumstances, be granted a leave of absence without pay for a period of up to eighteen (18) months, commencing upon his/her receiving de facto custody of said child. Said employee shall give a minimum of ninety (90) days written notice to the Superintendent of his/her intention to return to the staff.
3. Child Rearing/Family Leave -
 - a. The Board may grant child rearing/family leave to any employee upon request providing such employee gives notice, in writing, to the Superintendent sixty (60) days before the commencement of said leave.
 - b. Said employee shall be granted up to eighteen (18) months leave without pay. This period of time may be extended by mutual consent.
4. Other Leaves of Absence - Other leaves of absence, without pay, may be granted at the discretion of the Board of Education.
5. Return from Leave - A staff member returning from extended leave of absence shall be placed on the next step of the salary guide if said leave started after February 1st. A staff member returning from extended leave of absence shall be placed on the step he/she was on when he/she left, if said leave started prior to February 1st.
6. This article shall be consistent with NJSA 34:11B-1 et seq., and Board Policy 4151.2/4251.2; the Board of Education recognizes federal and state law concerning the Family Leave Act.

ARTICLE X

- GRIEVANCE PROCEDURE -

Definitions

The term "grievance" means a complaint by any employee that there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee.

The term "grievance", and the procedure relative thereto, shall not be deemed applicable in the following instances:

- (a) the failure or refusal of the Board to renew the contract of a non-tenured employee.
- (b) in matters where the Board is without authority to provide a remedy.

In the following instances, an employee shall have the right to invoke the grievance procedure up to a hearing before the Board of Education and, upon a decision being made by the Board, the procedure thereafter shall be by petition filed with the Commissioner of Education:

- (a) in matters where a method of review is prescribed by law or by any rule, regulation, or bylaw of the State, Commissioner of Education, or the State Board of Education;
- (b) in matters where the Board contends that it has the sole and unlimited discretion to act;
- (c) in matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

The term "representative" shall include any organization or other person authorized or designated by any employee, any group of employees, or by the Board to act on its behalf and/or their behalf to represent it or them.

ARTICLE X (*Continued*)

The term "employee" shall mean those employees recognized in Article I RECOGNITION and shall include a single employee or a group of employees.

The term "immediate superior" shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.

Procedure

1. An aggrieved employee shall institute action under the provisions hereof with thirty (30) calendar days of the occurrence complained of, or within thirty (30) calendar days after the employee would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) calendar days period shall be deemed to constitute abandonment of the grievance. In the event the aggrieved employee has been absent from work due to a single illness, the period during which action may be instituted shall be extended for a period equal to such length of consecutive absence except that no action shall be instituted later than ninety (90) calendar days after the occurrence which gave rise to the grievance.
2. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
3. In the presentation of a grievance, the employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step in the appeal. Notwithstanding anything herein contained to the contrary, a minority organization shall not have the right to present or process a grievance.
4. Whenever the employee appears with a representative, the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.
5. An employee shall first take the grievance, in writing, to the person against whom the grievance is filed. The Director of Buildings & Grounds, the Principal, and the Business Administrator shall be notified simultaneously, in writing, and shall have the right to be present at, and to participate in, said hearing. The time periods indicated shall commence with the filing of said written grievance. Within five (5) school days from receipt of the written grievance (unless a different period is mutually agreed upon) the

ARTICLE X (*Continued*)

person against whom the grievance is filed shall hold a hearing at which all parties in interest shall have the right to be heard. A decision shall be rendered within five (5) calendar days of said hearing. If the five (5) calendar days do not include three (3) school days, the period of time shall be extended to include three (3) school days. For grievances filed at the end of school year, see Paragraph 18 below.

6. If the grievance is not resolved to the employee's satisfaction and the employee wishes to proceed further, then, within five (5) calendar days from the decision referred to in Paragraph 5 above, the employee shall submit the grievance to the Superintendent of Schools, in writing, specifying: (a) the nature of the grievance; (b) the results of the previous hearing; and (c) the basis of the employee's dissatisfaction with the decision. If the five (5) calendar days do not include three (3) school days, the period of time shall be extended to include three (3) school days.
7. A copy of the writing, called for in Paragraph 6 above, shall be furnished to all parties in interest.
8. Within ten (10) calendar days from the receipt of the written grievance (unless a different period is mutually agreed upon), the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard. If the ten (10) calendar days do not include three (3) school days, the period of time shall be extended to include three (3) school days. For grievances filed at the end of school year, see Paragraph 18 below.
9. Within ten (10) calendar days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his/her representative, if there be one, of the Superintendent's decision and shall forward a copy of said decision to all other parties in interest. If the ten (10) calendar days do not include three (3) school days, the period of time shall be extended to include three (3) school days. For grievances filed at the end of school year, see Paragraph 18 below.
10. In the event of the failure of the Superintendent to act in accordance with provisions of Paragraphs 8 and/or 9 or provisions thereof, is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) calendar days of the failure of the Superintendent to comply with Paragraphs 8 and 9

ARTICLE X (Continued)

hereof or within ten (10) calendar days of the Superintendent's decision, may appeal to the Board of Education. If the ten (10) calendar days do not include three (3) school days, the period of time shall be extended to include three (3) school days.

11. Where an appeal is taken to the Board, there shall be, submitted by the appellant, the writing set forth in Paragraphs 6 and 9 hereof and a further written statement setting forth the appellant's dissatisfaction with the Superintendent's decision, if that be the case. A copy of all writings shall be furnished to the Superintendent and to the adverse party.
12. If the appellant, in the appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted it, or the Board may on its own conduct a hearing with the grievant, his/her representative and the adverse party invited to be present, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests, in writing, a hearing before the Board, a hearing shall be held within a reasonable time thereafter. The Board shall have the option of hearing the grievance as a full Board or of appointing a two-member Board committee to hear the grievance.
13. The Board shall render a decision within thirty (30) days from the receipt of the grievance and shall, in writing, notify the employee, his/her representative if there be one, and the Superintendent of such decision. This time period may be extended by mutual agreement of the parties.
14. In the event an employee is dissatisfied with the decision of the Board, the employee shall have the right to request advisory arbitration pursuant to rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 123 of 1974. A request for advisory arbitration shall be made no later than fifteen (15) calendar days following the decision of the Board.

Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer time period within which to assert such request. In the

ARTICLE X (*Continued*)

event the aggrieved employee has been absent from work due to a single illness, the period during which action may be instituted shall be extended for a period equal to such length of consecutive absence except that in no event shall such period exceed ninety (90) calendar days.

In the event of arbitration, the costs of the arbitrator's services shall be shared by the parties and each of the parties shall bear its own costs.

15. In any case, where a grievance is based upon the direct order, ruling, or decision of the Superintendent, the aggrieved employee may appeal directly to the Board within thirty (30) calendar days of the issuance of said order, ruling or decision, or within thirty (30) calendar days of the time when same has been brought to the employee's attention, by filing with the Secretary of the Board, a writing setting forth:

- (a) the order, ruling, or decision complained of;
- (b) the basis of the complaint; and
- (c) a request for a hearing, if a hearing is desired.

A copy of the writings set forth above shall be served upon the Superintendent who shall have the right to reply in writing thereto. A copy of such reply, if any, shall be served upon the aggrieved employee. If the thirty (30) calendar days do not include three (3) school days, the period of time shall be extended to include three (3) school days.

16. Upon receipt of a grievance filed under the provisions of Paragraph 15 above, the procedure shall be as set forth in Paragraphs 12 and 13 hereof.
17. All employees shall be entitled to resort to the full procedure hereinabove set forth.
18. It is agreed that, in the event a grievance is filed after April 30, all parties shall make a concerted effort to accelerate the time sequence so that the grievance procedure may be completed prior to the end of the school year or as soon thereafter as is practicable.

Grievances filed at the end of the school year (with less than three (3) school days remaining) shall adhere to the calendar day time periods referred to above with no extensions to include school days. The time periods shall be extended, however, to include administrator/supervisor vacation periods and employee vacation/employment periods where the employee or association representative is unavailable for a hearing.

ARTICLE XI

- DEDUCTION FROM SALARY -

A. EEA Members

The Board agrees to deduct from salaries of its employees, dues for the Emerson Education Association, the Bergen County Education Association, the New Jersey Education Association and the National Education Association. Such deductions shall be made in compliance with rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the Treasurer of the NJEA by the 15th of each month following the monthly pay period in which deductions were made. NJEA shall disburse such monies to the appropriate association or associations. Employee authorizations shall be completed in written form as provided by NJEA.

NJEA shall certify to the Board, in writing, the current rate of its membership dues for each individual. Additional authorizations for dues deduction may be received after August under rules established by the State Department of Education.

The filing of notice of a employee's withdrawal shall be in compliance with the existing statutes.

B. NON-EEA MEMBERS

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

The representation fee to be paid by non-members will be equal to 85% of the regular membership dues or the maximum presently allowed by law. If the law is modified in this regard, the amount of the representation fee automatically will be changed to the maximum allowed, said change to become effective as of the beginning of the Association membership year immediately following the effective date of the change. The NJEA will notify the Board, in writing, of the amount of the regular membership dues.

ARTICLE XI (*Continued*)

The EEA will submit to the Board a list of those employees who have not become members of the Association for the then-current membership year. The Board will deduct from the salaries of such employees in accordance with the following procedures.

The Board will deduct the representation fee in equal installments from the paychecks paid to each employee on the aforesaid list. The deductions will begin with the first paycheck paid and be promptly transmitted to the NJEA.

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

The Association will notify the Board, in writing, of any changes in the list provided for in the paragraph above and/or the amount of the representation fee, and such changes will be reflected in any deduction made more than ten (10) days after the Board received said notice.

ARTICLE XII

- SERVICE RECOGNITION -

The Emerson Board of Education will recognize outstanding dedicated employees who have served the Emerson Public Schools for 20 or more consecutive years upon their retirement from education by awarding them \$275 per year of such full-time service.

Outstanding dedicated employees in any given year are those individuals who have received all satisfactory ratings on all annual evaluations and who have contributed to the broad range of school activities.

Any unsatisfactory rating on any annual evaluation shall cause the employee to lose the \$275 bonus credit for that year. Any letter of reprimand issued by the Board of Education or Superintendent, or withholding of increment in any employee's years of service, will disqualify the employee from that year's \$275 bonus credit. In any year where an employee has not used any sick days and has not received a formal letter of reprimand or unsatisfactory rating on the annual evaluation, an additional \$75 service recognition allowance shall be awarded (effective July 1, 2004).

The maximum service bonus to any custodial or maintenance personnel shall be \$7,000.

ARTICLE XIII

- Evaluation -

Improvement in the quality of the educational process depends on continuous evaluation carried on jointly in an atmosphere of mutual respect and trust by both employees and supervisors.

Formal yearly evaluations shall be performed for non-tenured and tenured employees. All employees shall be observed at least once each year. After a formal observation, supervisors shall make every effort to provide employees with a written observation report and a conference within five (5) school days. All such conferences and written observations, however, shall be provided not later than ten (10) school days after the observation (unless necessitated by the illness or absence of either party). If the written observation contains any ratings of "unsatisfactory", the conference and written observation shall be provided not later than five (5) school days after the observation (unless necessitated by the illness or absence of either party).

Should the written observation report contain deficiencies, the observer shall also include suggestions for improvement.

ARTICLE XIV

- DURATION OF AGREEMENT -

This Agreement shall be in effect as of July 1, 2016 and shall continue until June 30, 2019.


This Agreement shall continue in full force and effect with all attendant benefits until a successor Agreement is satisfied by the Board and Association.

EMERSON BOARD OF EDUCATION

BY 
President

BY 
Secretary

EMERSON EDUCATION ASSOCIATION

BY 
President

BY 
Secretary

-Schedule A-
2016/2017 - 2018/2019

Emerson Board of Education

Custodial/Maintenance/Maintenance Technician
Salary Guides

	Step	
Custodians	1	22500
	2	23681
	3	24925
	4	26171
	5	26945
	6	28293
	7	29665
	8	30615
	9	31591
	10	32592

	Step	
Maintenance	1	27000
	2	28431
	3	29924
	4	31495
	5	33069
	6	34723
	7	36401
	8	37638
	9	38925
	10	40249

	Step	
Maintenance Technician	1	30000
	2	31590
	3	33248
	4	34994
	5	36744
	6	38581
	7	39486
	8	41377
	9	43267
	10	45158

SCHEDULE A

1. **Board Paid Benefits:** An employee is entitled to the following benefits paid by the Board less a minimum of 1.5% of the employee's pensionable salary or other amount prescribed by Chapter 78 or other law.

- NJ State Health Benefits or equivalent program

Benefits Waiver:

Employees who waive their right to elect medical coverage offered by the Emerson Board of Education will receive the following payments or other amount as prescribed by law:

<input type="checkbox"/>	Single Category	\$2,000
<input type="checkbox"/>	Parent & Child	\$4,500
<input type="checkbox"/>	Family	\$4,500
<input type="checkbox"/>	Member & Spouse	\$4,500

Payment will be made in two prorated installments (December & June) upon receipt of properly submitted vouchers.. Employees may re-enroll unconditionally July 1st of the subsequent school year provided notice is submitted to the Board of Education by November 30th of the preceding school year. Employees may re-enroll immediately if employee submits proof of a life status change (i.e., loss of job, death, disability of spouse, divorce, activation of full-time military status, etc.). Participation in waiver program shall comply with all rules promulgated by the New Jersey legislature, State Health Benefits Program (or current medical carrier), IRS Code, and/or HIPPA.

Payments shall be prorated based on eligible enrollment date for newly hired employees who elect benefits waiver.

- Dental Plan - Full Family
 - \$50/150 deductible (waived for Preventative & Diagnostic P&D)
 - Calendar year maximum \$1,250
 - Prosthodontic services 50%
- \$20/10/35 (preferred/generic/non-preferred) Prescription Plan - Full Family
Employees who decline prescription benefits will receive 30% of the cost of the premium for the appropriate prescription plan.

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Payments shall be prorated based on eligible enrollment date for newly hired employees who elect benefits waiver.

- In accordance with P.L. 2011, Chapter 78, a flexible spending account will be established.

2. **Tenure**

Upon completion of three years of employment, employees shall be appointed to an unfixed term so as to grant them tenure in accordance with 18A:17-3 and 18A:17-4.3.

3. **Income Protection Plan**

The Emerson Board of Education agrees to pay the premium each month for the Basic Plan of the current EEA approved Income Protection Plan for each member of the custodial/maintenance staff hired prior to September 1, 1995.

4. Employees above Step 10 shall receive annual salary increases as follows:

2016-2017	2017-2018	2018-2019
2.9%	2.9%	2.9%

5. **Stipends:**

	2016-2019
Groundskeeper	\$5,500
Lead	\$1,650
Night Lead	\$5,500
Technology Wiring	\$4,000

6. The Board of Education will expend full tuition [and fees] to the sponsoring institution for those courses which are taken at the request of the Board or the Superintendent. Classes for obtaining a black seal license shall be included for reimbursement for employees who do not possess a black seal license at the time of hire.

Employees who leave the district for any reason within two years of completion of a course that was reimbursed by the Board shall reimburse the Board at a rate of 1/24 of the amount of the tuition [and fees] for every month less than the 24 month period.

Requests for course approval and payment of fees shall be made to the Director of Buildings & Grounds.

7. Clothing Allowance: The Board shall provide uniform clothing to each member of the custodial/maintenance staff, as needed, for the duties requested. The Board shall make available on a seasonal basis (not less than two times a year) a standard uniform/equipment requisition for custodial maintenance employees to be submitted to the Director of Buildings & Grounds for approval.

8. Upon obtaining a Black Seal License, employees will automatically be moved from the Custodian Salary Guide to the Maintenance Salary Guide at the same step on which they are currently placed.

Employees who have or obtain a Black Seal License will receive an additional \$1,100 added to their annual salary.

9. Employees who have or obtain a Class C Passenger Bus Driver's License will receive an additional \$1,650 added to their annual salary.