

**AGREEMENT
BETWEEN**

**THE CLIFTON BOARD
OF
EDUCATION**

AND

**CLIFTON CUSTODIAL
ASSOCIATION**

**2011-2012
2012-2013
2013-2014
SCHOOL YEARS**

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ARTICLE I: RECOGNITION

A. Unit

The Clifton Board of Education hereafter referred to as the Board hereby recognizes the Clifton Custodial Association, hereafter referred to as the Association, as the sole and exclusive representative for collective bargaining concerning the terms and conditions of employment for all custodial and maintenance personnel, excluding the High School Custodial Supervisor, unless and until the Public Employment Relations Commission shall certify otherwise.

B. Definition of Employee

Unless otherwise indicated, the term "employee" shall refer to all employees represented by the Association. References to male employees shall include female employees.

ARTICLE II: TERM

This agreement shall commence on July 1, 2011 and terminate on June 30, 2014.

ARTICLE III: SUCCESSOR AGREEMENT

A. Contract Changes

The Board shall not affect any change concerning terms and conditions of employment during the term of this contract unless they are first negotiated with the Association.

B. Negotiations for a successor contract shall begin in accordance with Public Employment Relations Commission rules the year preceding the expiration of this contract.

C. Either party, may, if so desired, utilize the services of outside consultants.

D. Whenever members of the Association are mutually scheduled by the parties to participate during work hours in any conferences, hearings, meetings or in negotiations, they shall suffer no loss in pay.

E. The Board agrees not to negotiate concerning Association employees with any unit other than the Association.

ARTICLE IV: GRIEVANCE PROCEDURE

A. Definition

A "grievance" is a claim by an employee, a group of employees, or by the Association, that he, she or it has been harmed (or they have been injured) by an interpretation, application or violation of this Agreement, policies of the Board, or administrative decisions which affect terms and conditions of employment. The term "day" when used in this Article shall mean work day (a day the Board of Education offices are open).

B. Procedure

1. Informal Step: Supervisor

- a. The aggrieved party (ies) and/or the Association shall submit the grievance in typed format to the Supervisor setting forth the complaint and remedy sought. The grievance must be submitted within fifteen (15) days of its alleged occurrence
- b. The Supervisor shall hold a hearing within ten (10) days of receiving the grievance and shall respond to the grievance in writing no later than ten (10) days after the hearing.
- c. If the aggrieved is dissatisfied with the Supervisor's response, or if no response is received within the time set forth in B.1.b above, the aggrieved may submit the matter in writing to Level One.

2. Level One: Business Administrator

- a. The Business Administrator shall hold a hearing within ten (10) days of receiving the grievance and shall respond to the grievance in writing within ten (10) days after the hearing.
- b. If the aggrieved is dissatisfied with the Business Administrator's response, if no hearing is held, or if no response is received within the time set forth in B.2.a. above, the aggrieved may submit the matter in writing to Level Two.

3. Level Two: Superintendent

- a. The Superintendent or designee shall hold a hearing within ten (10) days of receiving the grievance and shall respond to the grievance in writing within ten (10) days after the hearing.
- b. If the aggrieved is dissatisfied with the response at Level Two, if no hearing is held, or if no response is received within the time set forth above in B.3.a. above, the aggrieved may submit the matter in writing to Level Three.

4. Level Three: The Board of Education

- a. The grievance shall be submitted to the Board through the Board Secretary.
- b. The Board shall hold a hearing on the grievance by the second Board meeting after receiving the grievance and shall issue its decision no later than the next meeting of the Board. The decision shall be submitted in writing to the aggrieved party (ies) and the

- Association within ten (10) days. If the grievance is denied, the written decision of the Board shall include the reasons for denial.
- c. If the aggrieved is dissatisfied with the response at Level Three, if no hearing is held, or if no response is received within the time set forth in B.4.b. above, the Association may submit the matter to Level Four: Arbitration.

5. **Level Four: Arbitration**

- a. Any grievance concerning the administration and/or interpretation of this Agreement shall be subject to advisory arbitration with the exception that letters of reprimand, transfers, demotions, terminations, and increment withholding for disciplinary reasons shall be subject to final and binding arbitration as provided in B.5.f. below in accordance with the following procedure.
- b. Written notice of submission to arbitration may be given by either party to this Agreement.
- c. Within ten (10) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties then shall be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.
- d. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold a hearing promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs are submitted to him. The Arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Board and the Association as an advisory opinion, except that the opinion shall be final and binding on the parties if the matter covered concerned discipline as provided in B.5.f. below.
- e. The cost for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
- f. Letters of reprimand (but not evaluations), transfers, demotions, terminations, and increment withholdings for predominantly disciplinary reasons shall be arbitrated in accordance with the above procedure except that the arbitration shall be final and binding. The burden of proof showing that the actions of the employee resulting in a letter of reprimand, transfer, demotion, termination, or the increment withholding shall be on the Board; but, if that burden of proof is sustained, then the decision to issue the

letter of reprimand, to transfer, terminate, or demote the employee, or to withhold the increment shall be upheld.

- g. Forms for submission of a grievance involving the interpretation and/or administration aforesaid to arbitration shall be prepared by the Business Administrator and distributed to the various schools so as to facilitate the operation of the grievance procedure. Such forms shall be submitted in a typed format containing the following, among other, necessary information.

- (1) Name of grievant.
- (2) School at which he or she is employed.
- (3) Date and place of the incident, occurrence, or circumstance giving rise to the grievance.
- (4) Nature of the grievance.
- (5) The nature and extent of the injury, harm, loss or inconvenience claimed to have been incurred.
- (6) Grievant dissatisfaction with the decision(s) of the administrator(s) and the reasons (basis) why the same should be overruled.
- (7) The alleged issue(s) to be decided by the arbitrator.

C. Reprisals

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

D. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent or designee and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. All grievance forms and responses shall be in typed format.

ARTICLE V: EMPLOYEE RIGHTS AND PRIVILEGES

- A. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
- B. Whenever any employee is required to appear before any administrator or supervisor, Board or any committee or member thereof, concerning any matter which could reasonably be considered to affect the continuation of that employee in his position, employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise him and represent him during such meeting or interview.

ARTICLE VI: ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- B. Representatives of the Association and/or the New Jersey Education Association and/or NEA shall be permitted to enter the schools to meet with custodians during their lunch periods or before or after working hours to carry out appropriate Association business. Representatives who enter the schools shall notify the principal or his designee of their presence prior to meeting any employee or group of employees.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings so long as same does not interfere with nor interrupt normal school activities and subject to notification to the Business Administrator or his designee of at least two (2) days in advance. For emergency meetings, twelve (12) hours notice shall be sufficient. Permission shall be received from the Business Administrator or his designee.
- D. The Board shall notify the Association of all appointments, all reappointments for the next school year, and all tenure appointments within fifteen (15) days of their occurrence.
- E. The President or designee shall be granted release time from his/her duties to address emerging problems of an urgent nature concerning members of the Association. The President or designee shall inform the Business Administrator of the need to address an emerging problem; the nature of the problem; destination; and the time of leaving and returning to his/her duties. It is incumbent upon the Administrator to inform the President or designee of emerging urgent issues as they become known.

ARTICLE VII: WORK YEAR

A. Definition

The work year shall commence on July 1 of the year this Agreement becomes effective and shall continue for twelve (12) consecutive months ending on the following June 30.

B. Paid Holidays

- 1. All employees shall be entitled to paid holidays as herein below specified:
 - a. New Year's Day
 - b. Martin Luther King's Birthday
 - c. Lincoln's Birthday
 - d. Washington's Birthday
 - e. Good Friday

- f. Memorial Day
- g. Independence Day
- h. Labor Day
- i. Yom Kippur
- j. Rosh Hashanah
- k. Columbus Day
- l. Election Day
- m. Veterans' Day
- n. NJEA Convention Days (2)
- o. Thanksgiving Day
- p. Day after Thanksgiving Day
- q. Christmas Eve
- r. Christmas Day
- s. New Year's Eve

2. If the Board shall determine to keep schools open on one or more of the above days, alternate days shall be substituted. However, no alternate days will be substituted if the Board shall determine to keep schools open on the following days:
 - a. Yom Kippur
 - b. Rosh Hashanah
 - c. Election Day
 - d. NJEA Convention Days

3. If two (2) holidays fall on the same day, an alternate day shall be substituted for the second holiday. If a holiday falls on a weekend and there is a legal observance associated with it, as preceding and/or subsequent observance shall be the guide or an alternate day shall be substituted with the exception of Rosh Hashanah, Yom Kippur, Christmas Eve, and New Year's Eve.

4. The Association shall form a Planning Committee to meet with the Superintendent or designee to plan and coordinate exchanges of holidays for other non-school days.

C. Vacations

1. All employees shall be entitled to vacation with pay in accordance with the following schedule. Years of service shall be determined based on July 1 of the year vacation is being paid.
 - a. During the first year of employment one (1) day per month not to exceed ten (10) days. These days are earned during that year and cannot be taken before July 1 during the employee's first year of employment.
 - b. After twelve (12) months of service, ten (10) days.
 - c. After sixty (60) months of service, fifteen (15) days.
 - d. For each twelve (12) months of additional service over sixty (60) months, one (1) additional day up to a maximum of twenty-two (22) days.

2. a. For vacation time which is taken during the school year, employees taking one (1) or two (2) days shall be required to give at least two (2) days notice to the Superintendent or designee (except in an emergency). Employees taking three (3) or more days shall be required to give two (2) weeks notice to the Superintendent or designee (except in an emergency). No response within two (2) days in the case of a request for one (1) or two (2) days or four (4) days in the case of a request for three (3) or more days shall mean that vacation is approved; however, with the exception of employees with ten (10) or fewer vacation days, a minimum of one-third (1/3) of the vacation days must be taken between July 1 and August 25, unless exception is approved by the Superintendent or designee.

<u>Vacation days requested</u>	<u>Written notice to Superintendent</u>	<u>Approved if no response in</u>
1 or 2	2 days	2 days
3 or more	2 weeks	4 days

- b. All vacation requests for the period two weeks prior to the opening or closing of school shall be at the discretion of the Superintendent or designee.
 - c. Approval of vacation time shall be granted by the Superintendent or designee at such time as shall be agreed to by each individual employee. Problems arising as to the time of vacation shall be resolved based on seniority.
3. All employees shall be notified by March 1st of each year as to the number of remaining vacation days. If vacation days remain as the end of a school year approaches, (month of May), employees shall have the following options:
 - a. Take the remaining vacation days.
 - b. Carry over the accumulated vacation days to a maximum of five (5) days to the next school year unless exception is approved by the Superintendent or designee. In the event this option is utilized, an employee must use these accumulated vacation days by the following December 31.

D. Authorized Absences

1. Employees shall notify the Board of Education of any expected absence as soon as practicable.
2. Personal Illness – Fifteen (15) full days all of which are cumulative. There is no limit to the number of sick days that can be accumulated. In addition, all employees may be granted benefits as follows: If illness continues beyond the sick days allotted and the accumulations credited to the employee have been exhausted, an additional twenty-four (24) days at

half (1/2) pay may be allowed annually provided the request is made in writing to the Superintendent or his/her designee and approved by the Board.

3. **Bereavement Leave** – Four (4) consecutive working days absence with pay within the first seven (7) days following the death of a father, mother, brother, sister, husband, wife, child, grandfather, grandmother, grandchildren, father-in-law, or mother-in-law. One (1) day of absence with pay shall be allowed for the death of a brother-in-law or sister-in-law of employee and spouse. If bereavement occurs during scheduled compensatory days (alternate days for legal holidays), substitute days will be provided.
4. **Jury Duty** – employees shall be permitted to participate in jury duty with no loss in pay except that jury pay shall be deducted.
5. **Marriage** – Five (5) school days absence shall be permitted for purposes of marriage. A deduction of 1/280ths of the annual salary shall be deducted for each day.
6. **Military Leaves** – Military leave shall be granted in accordance with New Jersey Statutes.
7. **Personal Reasons**
 - a. Employees shall be granted three (3) personal days per contract year by citing any of the following categories which are acceptable reasons for taking personal leave. These personal days will be noncumulative, except that personal leave days not used in any school year will be converted to sick leave days at the end of the year and added to the employee's accumulation.
 - b. One or more of the following categories are eligible reasons for taking personal days:
 - (1) Death (except as indicated in D.3 above)
 - (2) Illness (except personal illness as in D.2 above)
 - (3) Court Orders
 - (4) Religious Observances
 - (5) Personal affairs of a non-recreational nature which cannot be carried out after work hours or on weekends. Personal affairs of a non-recreational nature shall be defined as:
Attending to a private matter of a personal or family concern.
 - c. Whenever possible, notice of intention to utilize a personal day must be given in advance to the Superintendent or designee. If advance notice is not possible, the employee will notify the Superintendent or designee in writing of the fact that she/he has used a personal day after she/he has utilized that day.

- d. Personal leave days may not be used immediately prior to a school holiday.
8. The Board agrees that upon written notification of impending retirement, the employee may exercise the following options: continue on the payroll until forty (40) per cent of the eligible unused sick days, at the final year's salary, are used; or request that the Board pay the full amount due in a lump sum. Example: If a person has 100 unused sick days, he would be eligible to remain on the payroll for forty (40) more days. In the event of death, the estate will be reimbursed for the unused sick leave at the same percentage.

ARTICLE VIII: WORK SCHEDULE

A. Work Hours and Work Week

- 1. The regular work week shall consist of five (5) consecutive days Monday through Friday consisting of forty (40) hours per week. A regular work day shall consist of eight (8) hours per day.
- 2. For any work day which occurs between July 1 through September 1 and when school is closed because of inclement weather, a full work day shall consist of seven (7) hours, but payment shall be made on the basis of an eight (8) hour day.
- 3. All employees shall be granted a daily sixty (60) minute lunch hour on all scheduled and unscheduled work days.

B. Shift Hours and Shift Differential

- 1. The following shift hours shall represent the current shifts with the exception of the summer as delineated in B.1.e. below.

a. High School	Alt. Shift A.	5:30 a.m. to	2:30 p.m.
	Alt. Shift B.	6:30 a.m. to	3:30 p.m.
	1 st Shift	7:00 a.m. to	4:00 p.m.

2 nd Shift	3:00 p.m. to	12:00 a.m.
3 rd Shift	11:00 p.m. to	7:00 a.m.

Any transfer in shifts shall be posted and volunteers will first be selected. Any involuntary transfers shall be resolved on the basis of seniority.

b. Middle Schools	Alt. Shift A.	6:30 a.m. to	3:30 p.m.
	1 st Shift	7:30 a.m. to	4:30 p.m.
	2 nd Shift	3:00 p.m. to	12:00 a.m.
	3 rd Shift	11:30 p.m. to	7:30 a.m.

c. Elementary	1 st Shift	7:30 a.m. to	4:30 p.m.
	2 nd Shift	11:00 a.m. to	8:00 p.m.
	and	3:00 p.m. to	12:00 a.m.

d. **Schools Providing Breakfast (as deemed necessary by Administration)**

1st Shift 7:00 a.m. to 4:00 p.m.

e. In addition to the above schedules, one custodian may be assigned to the second shift that runs from 11:00 a.m. to 8:00 p.m. at each of the middle schools and at the high school. School #17 and schools with working kitchens if deemed necessary by the administration:

1st Shift 6:00 a.m. to 3:00 p.m.

f. During the summer months all shifts at the elementary schools shall go on the first shift. During the summer months, the second shift at the high school and the middle schools may begin at 2:00 p.m. and end at 10:00 p.m. In the event that outside activities during the summer months require employees to be on duty after 10:00 p.m., the second shift shall begin at 3:00 p.m. and end at 11:00 p.m. The second and third shifts at the high school may be transferred to the first shift. Any involuntary transfers shall be resolved on the basis of seniority. These transfers to the first shift could include all personnel if necessary. Custodians may be assigned to work at different and/or more than one school during the summer months. Assignment to different and/or more than one school during the summer months will be made after completion of scheduled work in the custodian's building.

g. The regular shift for maintenance employees and stadium ground crew shall be 7:00 a.m. to 4:00 p.m.

h. At the high school and middle schools, on scheduled four-hour student school days, i.e., Back-to-School Nights, End-of-School Year days, the second shift may start at 2:00 p.m. and end at 11:00 p.m.

i. On scheduled half days, whenever it is not necessary for a custodian to be present in the schools to cover evening or outside activities, second shift elementary custodians may start at 9:30 a.m. and end at 6:30 p.m.

2. A five percent (5%) shift differential shall be paid to all employees on the second shift and a six percent (6%) night differential shall be paid to all employees on the third shift as delineated in Section B.1 of this Article. All employees hired on or after July 1, 2012 shall be paid a night differential as follows:

2 nd shift	11:00 a.m. to 8:00 p.m.	10 months	\$1,250.00
2 nd shift	11:00 a.m. to 8:00 p.m.	12 months	\$1,500.00
2 nd shift	3:00 p.m. to 12:00 a.m.	10 months	\$2,000.00
2 nd shift	3:00 p.m. to 12:00 a.m.	12 months	\$2,250.00
3 rd shift	11:00 p.m. to 7:00 a.m.	12 months	\$2,750.00

3. Work schedules for each school will be established at the beginning of the school year. These schedules will be maintained for the duration of that school year. If because of a dangerous or hazardous condition or emergency situation it is necessary to change a schedule that change will be made only after mutual consultation between the administration and the bargaining unit.

C. Call Time and Overtime

1. All overtime shall be paid either at the rate of:
 - a. One and one half (1 1/2) times the employee's basic hourly rate for all hours worked, or
 - b. Two (2) times (double time) the employee's basic hourly rate for all hours worked.
2. Double time shall be paid for all Sunday work for outside organizations and for all holiday work (when school is not in session), except Election Day.
3. Saturdays and Election Day (when school is not in session) shall be compensated at the rate of one and one half (1 1/2) times the hourly rate for all hours worked.
4. The basic hourly rate shall be calculated by dividing the annual contract salary by 2080. The quotient shall be the basic hourly rate.
5. Any employee who is assigned to work any hours on any regular work day prior to the start of his/her shift and/or after the end of his/her shift shall be compensated for the additional hours worked at the rate of one and one half (1 1/2) times the basic hourly rate.
6. A minimum of two (2) hours overtime between the hours of 6:00 p.m. and 6:00 a.m. and one (1) hour overtime between 6:00 a.m. and 6:00 p.m.
7. Should it become necessary for an employee to be called back on a day when not scheduled to work, he/she shall be paid a minimum of two (2) hours overtime between the hours of 6:00 p.m. and 6:00 a.m. and one (1) hour overtime between 6:00 a.m. and 6:00 p.m. If the callback requires additional time to complete the work, the employee shall be paid for all hours or parts thereof actually worked at the applicable overtime rate.
8. Overtime payments shall be made within four (4) weeks of the time the work is performed.
9. With the exception of work for outside organizations, employees must work over forty (40) hours per week to be eligible to earn overtime. For the purposes of calculating overtime, holidays, paid vacation days, compensated sick days only, bereavement days, compensatory days, and approved personal days shall be considered days worked. For the purposes of calculating overtime, uncompensated sick days, with or

without a doctor's note, will not count toward the forty (40) hours per week to be eligible to earn overtime.

10. Every reasonable effort shall be made to assign overtime on an equitable basis.

D. Special Pay Provisions

1. If any employee is assigned in his/her school or to another school to perform the duties of a higher paid position, because of the extended (in excess of ten (10) working days) absence, leave, or retirement of another employee, he/she shall be entitled to receive the salary of the position to which he/she is assigned. Upon return or replacement of the absentee or retiree, the assigned employee shall be returned to his/her regular salary schedule.
2. Whenever a custodial employee is absent, either a floater or a per diem substitute shall be obtained or an employee shall be entitled up to three (3) hours overtime to complete the duties of the absentee. This time shall be compensated at the employee's regular rate unless the employee qualifies for overtime under paragraph C.9 above. Custodians covering for the head custodian's department will be allowed 1 hour. Custodians covering for the 3 p.m. to 12 a.m. shift will be allowed 3 hours. Custodians covering for all other shifts will be allowed 2 hours. Custodians will be paid only for time work is actually done. Projects may be assigned during overtime.

ARTICLE IX: EMPLOYMENT PROCEDURE

- A. Tenure for all employees will not occur until the first day of the 4th year of service and only after completion of three (3) full years of satisfactory service in our system. All employees, except painters, must obtain and maintain a black seal license within one year of employment.
- B. The Board shall pay the full cost of schooling, the initial fee, and any renewal fees in connection with obtaining and maintaining a black seal license or any license required as part of the job.
- C. Any non-tenured employee who is terminated by the Board of Education shall have the right to request the reasons for said dismissal and to an informal hearing before the Board of Education, or a Committee thereof, upon request.
- D. Substitutes shall be appointed within ninety (90) calendar days from the day they started continuous employment and all benefits shall accrue from the date of appointment or ninety (90) calendar days from the day they started working continuously, whichever occurs first. The Board, in order to facilitate this practice and to assure an employee of his pension rights, agrees that should the ninety (90) calendar days be exceeded; the appointment shall be made retroactive to agree with the ninety (90) calendar days stated hereinabove.

- E. Employees shall qualify for an increment if he/she commences employment before January 1st and actually works more than one hundred twenty (120) days. Sick, holiday, vacation, personal days and uncompensated absences do not constitute days actually worked. Working one hundred twenty (120) days or less shall result in no advancement on the salary guide.

ARTICLE X: SENIORITY AND JOB SECURITY

- A. School District seniority is defined as service by an appointed employee in the school district in the collective bargaining unit covered by this agreement. An appointed employee shall lose all accumulated school district seniority only if he/she resigns or is discharged for cause, irrespective of whether he/she is subsequently rehired by the school district.
- B. Seniority rights attach when tenure is obtained. Once tenure is obtained, seniority dates from date of permanent appointment.
- C. In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority of their employment in the district.
- D. At least sixty (60) days before being laid off, an appointed employee shall be informed of all vacancies in any other work locations for which he/she is qualified in his/her salary guide classification in which he/she holds an appointment for the purpose of giving him/her an opportunity to be exercised within said sixty (60) days to fill such vacancy. If he/she requests appointment to the vacancy, he/she shall be assigned thereto. In the event that vacancies in such classification exist in several work locations, he/she shall be assigned to the vacancy designated by the department. In the event more than one appointed employee in such classification is laid off, and there are insufficient vacancies for assignments, then the laid-off employees with the highest seniority shall first be assigned to the vacancies involved.

ARTICLE XI: VOLUNTARY TRANSFERS, PROMOTIONS AND NEW POSITIONS

A. Definitions:

1. A voluntary transfer shall be defined as a requested change of assignment between buildings, and/or any shift change assignment.
2. A new position shall be defined as a position newly created by the Board during the term of this Agreement.
3. A promotional position shall be defined as any position which pays more than the position presently held by the employee.

B. Procedure

1. When a future vacancy, opening, or new position becomes known or occurs, it shall be posted within ten (10) working days. The future vacancy, opening, or new position shall be posted for fourteen (14) days. The posting shall contain the qualifications necessary.
2. Each applicant shall be interviewed by the Superintendent or designee. Interviews shall be conducted and shall be completed with all applicants who apply within ten (10) working days of the closing date.
3. Should there be more than one (1) applicant for the opening the opening shall go to the most qualified. All things being equal among applicants, the job shall go to the senior employee.
4. The selected applicant shall be recommended to the Board for action within thirty (30) days of the closing of the Posting.
5. The Board shall, if the position is vacant, act upon the appointment at the next Board meeting.
6. During the period that the above procedures are operating, the administration may make temporary assignments of up to three (3) months.

ARTICLE XII: INVOLUNTARY TRANSFER

- A. An involuntary transfer is a reassignment between buildings, or any shift change assignment which is not requested by the employee.
- B. An involuntary transfer shall be made only after a meeting between the Superintendent or designee and the employee involved at which time the reasons for the transfer shall be given. The employee may have a representative of the Association present during such meeting.

ARTICLE XIII: PROTECTION OF EMPLOYEES

- A. Employees shall not be required to work under unsafe or hazardous conditions. In the event of a bomb scare or threat, employees shall not be asked or ordered to search for any explosive device unless each such employee is accompanied by a police or fire officer. The employee's role will be to open locked areas, guide the safety officers, advise if something found is normally there or is a foreign object, and otherwise assist the experts. No employee shall be asked to search without being accompanied by a police or fire officer.
- B.
 1. The Board shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of his duties.
 2. When absence arises out of or from such assault or injury, an employee shall not forfeit any sick leave or personal leave.

- C. 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.
2. Such notification shall be immediately forwarded to the Superintendent or designee who shall comply with any reasonable request from the employee for information in the possession of the Superintendent or designee relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police and the courts.

D. **Clothing**

1. The Board shall provide each employee with two (2) new uniforms a year. Said uniforms shall be distributed by September 1st of each contract year. An employee may choose to substitute four (4) district t-shirts for the two (2) uniform shirts.
2. The Board shall provide each employee with one (1) pair of safety shoes each school year. In the event an employee cannot wear the shoes provided by the Board of Education, the employee may pay the difference toward the purchase of safety shoes of his/her choice. If employee purchases safety shoes at an outside vendor, the employee is required to provide a receipt indicating the shoes purchased were safety shoes in order to receive reimbursement.
3. By September 1 of each contract year, the Board shall provide each station with appropriate amount of foul weather gear. Stadium/Ground Crew shall be provided with insulated foul weather pants.
4. By September 1, 1994 and every two (2) years thereafter, the Board shall provide a jacket or hooded sweatshirt, at the employee's choosing, for each employee at a total price not to exceed \$50. per employee.

ARTICLE XIV: HEALTH BENEFITS

A. **Medical Insurance**

The Board agrees to pay the full premium for medical insurance available through the Board's Health Insurance Provider at a level of benefits equal to, or better than, the N.J. State Health Benefits Program as of October 1, 1996 for each employee and dependent(s) effective July 1, 1997, subject to the following conditions:

1. The deductible for all employees enrolled in the indemnity program regardless of the first date of employment shall be \$200 per individual and \$400 for dependent coverage (effective July 1, 1999).

2. Employees whose first day of employment shall be on or after July 1, 1999 shall be enrolled in either individual or dependent Managed Care Program.
3. Should employees whose first day of employment is on or after July 1, 1999 select medical coverage other than the Managed Care Program, they shall pay the difference in the cost of premium between the program selected and Managed Care Program.

B. Prescription Insurance

The Board shall pay the full premium for prescription insurance provided through the Board's Prescription Insurance for each employee and dependent(s) subject to a \$25.00 co-pay for brand name prescription and \$15.00 for generic prescriptions and shall also pertain to mail order prescriptions.

C. Dental Insurance

The Board agrees to pay full premium for each employee and dependent(s) coverage for a dental plan which includes the following elements:

1. Preventive and diagnostic – 100%
2. Basic service 80/20 co-pay
3. Prosthodontic benefits 50/50 co-pay
4. Orthodontic benefits 50/50 co-pay

The maximum amount of services excluding orthodontic shall be \$1,800.00 per calendar year. Orthodontic benefits are subject to a \$1,000.00 maximum per case which is separate from the \$1,800.00 maximum per year for other covered services.

- D. Employees who voluntarily waive the insurance benefits set forth above, will be paid 25% of the premium cost of the program(s) in which the employee is currently eligible. Eligible employees hired after the date of July 1, 2005 shall receive 25% of the premium cost of the lowest cost program(s). Payment will be made in one installment – June 30th. Once an employee voluntarily waives insurance coverage, the employee may re-enroll upon proof of any of the life events as designated by the Department of Insurance. Employees hired after July 1st of any year who elect not to take insurance coverage(s) or employees who terminated employment prior to June 30th shall have the payment prorated based on the number of months the employee was employed.
- E. The Board shall make every reasonable effort to continue to provide a group rate medical plan available to retirees.
- F. The Clifton Board of Education will adhere to all provisions of statutes and/or regulations pertaining to health insurance including but not limited to, Chapter 2 (May 2010) and Chapter 78 (June 2011).

ARTICLE XV: POSITIONS DEFINED BY CATEGORY/SALARY GUIDE/SCHEDULES

- A. Custodians
- B. Maintenance and Stadium Ground Crew – stadium employees shall receive the same salary as maintenance department employees (with the exception of stipend(s)). The Board may assign these employees to either position.
- C. High School Matron (12 months)
- D. Head Custodians: Elementary and High School Night Foreman
- E. Head Custodians: Middle School and Warehouse Manager

**YEAR 1
2011-12**

Clifton Custodian

Salary Guide

Step	A	B	C	D	E
1	32,155	36,060	26,855	36,630	38,120
2	32,255	36,160	26,955	36,730	38,220
3-4	32,355	36,260	27,055	36,830	38,320
5-6	32,455	36,360	27,155	36,930	38,420
7-8	33,580	37,485	28,280	38,055	39,545
9	35,870	39,775	30,570	40,345	41,835
10	38,490	42,395	33,190	42,965	44,455
11	41,210	45,115	35,910	45,685	47,175
12-13	44,030	47,935	38,730	48,505	49,995
14	46,950	50,855	41,650	51,425	52,915
MAX	53,401	57,306	48,101	57,876	59,366

**YEAR 2
2012-13**

Clifton Custodian

Salary Guide

Step	A	B	C	D	E
1-2	33,035	36,940	27,735	37,510	39,000
3	33,135	37,040	27,835	37,610	39,100
4-5	33,235	37,140	27,935	37,710	39,200
6-7	33,335	37,240	28,035	37,810	39,300
8-9	34,460	38,365	29,160	38,935	40,425
10	36,750	40,655	31,450	41,225	42,715
11	39,370	43,275	34,070	43,845	45,335
12	42,090	45,995	36,790	46,565	48,055
13-14	44,910	48,815	39,610	49,385	50,875
15	47,830	51,735	42,530	52,305	53,795
MAX	54,281	58,186	48,981	58,756	60,246

**YEAR 3
2013-14**

Clifton Custodian

Salary Guide

Step	A	B	C	D	E
1-3	33,035	36,940	27,735	37,510	39,000
4	33,135	37,040	27,835	37,610	39,100
5-6	33,235	37,140	27,935	37,710	39,200
7-8	33,335	37,240	28,035	37,810	39,300
9-10	34,460	38,365	29,160	38,935	40,425
11	36,750	40,655	31,450	41,225	42,715
12	39,370	43,275	34,070	43,845	45,335
13	42,090	45,995	36,790	46,565	48,055
14-15	44,910	48,815	39,610	49,385	50,875
16	47,830	51,735	42,530	52,305	53,795
MAX	54,281	58,186	48,981	58,756	60,246

F. Longevity

- 1. Employees shall receive longevity payments as follows:**
 - a. 3% of base salary after ten (10) years.**
 - b. 4% of base salary after seventeen (17) years.**
 - c. 5% of base salary after twenty-five years.**
- 2. All longevity payments shall become a part of annual contract salary. Anniversary dates for longevity and adjustment to salary shall be the following July 1, or January 1, and are not retroactive.**
- 3. All employees hired on or after July 1, 2012 will receive longevity payments as follows:**
 - a. \$1,250 after ten (10) years.**
 - b. \$1,750 after seventeen (17) years.**
 - c. \$2,250 after twenty five (25) years.**

G. Maintenance Stipend

- 1. It is agreed that a stipend of \$550 shall be paid to the individuals in the maintenance department subject to the following provisions:**
 - a. The individual must have at least five (5) years experience in the Clifton Public Schools Maintenance Department, or**
 - b. The individual must be in possession of a currently valid license i.e., state electrician's license; state plumber's license.**
 - c. Have worked in a trade and been in a craft union for at least five (5) years, or**
 - d. Any combination of a and c above which totals five years.**
- 2. The specific categories included shall be:**
 - a. Electricians**
 - b. Carpenters**
 - c. Plumbers**
 - d. Masons**
 - e. Roofers**
 - f. General Maintenance at high school**
 - g. Painters**
 - h. Glazier**
 - i. General Maintenance – the employees in the General Maintenance position, in order to qualify for the stipend in Section I above, must additionally pass a test in two categories from those listed in I.2 above but excluding Electrical and Plumbing. This test shall be**

administered by the Supervisor of Maintenance and Custodians or the Supervisor of Buildings, Grounds and Operations.

H. Asbestos Stipend

A stipend of \$2,195 shall be paid to employees who remove asbestos annually. The lead man shall receive an additional \$200 annually. The lead man shall complete and file all requisite building level paperwork on the Board-approved form for the removal of asbestos prior to receiving the asbestos and lead man stipends.

I. Pest Control Stipend

A stipend of \$2,745 shall be paid to an employee who holds the position of Licensed Pest Control Applicator. Employee must maintain certification license from State of New Jersey. Pest control shall be applied during the work day when appropriate. Requisite notice of application shall be provided by the employee.

J. All compensation by Salary guide, longevity and additional stipends shall become part of Contract salary and shall count for pension purpose, when permitted by the Division of Pensions.

ARTICLE XVI: DEDUCTIONS FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees dues for the local association, the New Jersey Education Association or any one or any combination of such dues to Associations as requested of the Board to deduct. Such deduction shall be made in compliance with Chapter 233, N.J. Public Laws of 1961 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the local association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues and a list of its members. Any association which shall change the rate of its dues shall give the Board written notice prior to the effective date of such change.

ARTICLE XVII: REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is

covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to affect the employee's per capita cost of services rendered by the Association as majority representative.

B. Notification and Amount of Fee

Prior to the beginning of each membership year, the Association will inform the Board, in writing, of the amount of regular dues, initiation fees, and the amount of assessments charged by the Association to its own members. From the total amount will be subtracted the cost of benefits financed through dues, fees, and assessments and available to or benefiting only Association members. In no event shall such amount exceed 85% of the regular membership dues, fees, and assessments.

C. Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representatives, under proceedings established and maintained in accordance with NJSA 34:13A-5.4 of this act, a return of and part of that fee paid by him which represents the employee's additional pro rata share of expenditures by the majority representative that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members majority representative.

D. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments as nearly as possible from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

1. 10 days after receipt of the aforesaid list by the Board; or
2. 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck, paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

ARTICLE XVIII: MISCELLANEOUS PROVISIONS

A. Vacancies

All vacancies shall be determined by reference to the most current report of the Superintendent or his designee concerning custodial-maintenance employee strength. A vacancy (other than as a result of temporary absence) shall not be considered filled by the use of a substitute.

B. Part Time Employees

The Board shall not create a combination bus driver/custodial position, which requires that employee to perform custodial duties inside the schools during the term of this Agreement. The Board may assign part time employees; e.g., bus drivers to perform custodial duties outside of the schools and on the grounds. The following would be reasonable custodial assignments: any grounds keeping, receiving, cleanup, snow removal, delivery, pickup, interschool messenger service, maintenance assistance and "go-fer". No part time employee may be utilized to perform inside custodial duties or assigned to full day's work as a replacement for a full time custodial/maintenance employee.

C. Board Policy

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

D. Non-Discrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of the employees or in the application or administration of the Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marriage status.

E. Separability

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

F. Emergency Personnel

All employees are considered emergency personnel and therefore all employees shall report to work on days declared a State of Emergency by the local, state or federal government, unless otherwise directed by the Administration.

FOR THE CLIFTON CUSTODIAL ASSN.

Michael Scivilli 3/28/13
President Date

[Signature] 4/1/13
Secretary Date

FOR THE CLIFTON BOARD OF EDUCATION

[Signature]
President Date

Karen [Signature] 4/1/13
Board Secretary Date