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**CONTRACT AGREEMENT**

**Between**

**ROXBURY TOWNSHIP BOARD OF EDUCATION**

**And**

**ROXBURY CUSTODIAL MAINTENANCE ASSOCIATION**

**For the Period**

**JULY 01, 2008 through JUNE 30, 2011**

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## PREAMBLE

**THIS AGREEMENT** made between the **ROXBURY TOWNSHIP BOARD OF EDUCATION** with its facilities in Roxbury Township, New Jersey, party of the first part hereafter referred to as the "Employer;" and **ROXBURY CUSTODIAL MAINTENANCE ASSOCIATION**, party of the second part, hereafter referred to as the "Association", for and on behalf of those designated employees named in Article 1, Recognition.

## ARTICLE 1

### RECOGNITION

The Employer recognizes the Association as the sole and exclusive collective bargaining representative for all custodians, groundskeeper-custodians, lead day custodians, matrons, building maintenance employees, head mechanics, mechanics and mechanic helpers, employed by the Employer, but excluding all other employees.

## ARTICLE 2

### ASSOCIATION SECURITY

Section 1. The Employer agrees it will give effect to the following form of Association Security:

(a) All present employees who are members of the Association on the effective date of this Agreement shall remain members of the Association in good standing by payment of the regular monthly dues. All present employees who are not members of the Association will pay a Representation Fee as set forth hereafter.

(b) It is agreed that at time of hire, newly hired employees, who fall within the bargaining unit will be informed that they have the chance to join the Association thirty (30) days thereafter or pay to the Association a Representation Fee.

## ARTICLE 3

### CHECK-OFF OF ASSOCIATION FEES

Section 1(a). The Employer hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N. J. S. A. 52:14-15.9(e). The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the second salary paid to each employee during the month and such deduction made the first month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

Section 1(b). In making the deductions and transmittals as above specified. The Employer shall rely upon the most recent communication from the Association as to the amount

of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Association within fifteen (15) calendar days after such deduction is made.

Section 2. Representation Fee

A. If an employee does not become a member of the Association during any membership year (from July 1 to the following June 30) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. 1. Notification. Prior to the beginning of each membership year, the Association will notify the Employer in writing of the amount of the regular membership dues charged by the Association to its own members for that membership year. The representation fee, up to 85 %, to be paid by non-members will be determined by the Association in accordance with the law.

2. Legal Maximum. In order to adequately offset the per capita cost of services rendered by the Association as majority representative the representation fee should be equal in amount to the regular membership dues charged by the Association to its own members and the representation fee may be set up to 85% of that amount as the maximum presently allowed by law.

C. 1. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Employer a list of those employees who have not become members of the Association for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

2. The Employer 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:

(a) Ten (10) days after receipt of the aforesaid list by the Employer, or

(b) Thirty (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 Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

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

4. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. The Association will notify the Employer in writing of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Employer received said notice.

6. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Employer will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding (30) day period. The list will include names, job titles and dates of employment for all such employees. The Employer further agrees to notify the Association in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.

7. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the Employer shall immediately cease making said deductions.

8. The provisions for collection and transmittal of this fee shall be governed by Chapter 233, PL 1969 (N.J.S.A. 52:14-15.9(e)). The Employer's compliance with this procedure shall release the Employer from any further liabilities and the Employer shall not be a party to any litigation resulting from individual challenge to this Agreement.

#### **ARTICLE 4**

#### **EMPLOYEE RIGHTS**

The Employer recognizes the rights of the employees as defined by Chapter 303, Public Laws of 1968, and Chapter 123 Public Laws of 1974, known as "New Jersey Employer-Employee Relations Act."

#### **ARTICLE 5**

#### **HOURS OF WORK AND OVERTIME**

Section 1. The length of the work day shall be eight (8) hours.

Section 2. Any work performed beyond forty (40) hours in any work week or eight (8) hours in any work day, shall be considered overtime and compensated for at one and one-half (1-1/2) times the regular hourly rate of pay of the employee affected. There shall be a one (1) hour call in minimum at double time for in-house activities.

Section 3. The work week shall be defined as being from Monday through Friday.

Section 4. The sixth consecutive day worked in the work week shall be paid at one and one-half (1-1/2) times his hourly rate. The seventh consecutive day worked in the work week by the employee shall be paid at two (2) times his hourly rate: These rates apply providing the employee has worked at least forty (40) hours during the work week. Any absence from work, due to illness, shall not count as hours worked for purposes of overtime. Overtime rates shall be compensated retroactively from July 1, 2005.

Section 5. The work year shall consist of twelve (12) months.

Section 6. Overtime for custodial personnel shall be distributed equally as practicable among the employees and shall be kept in a ten (10) to fifteen (15) hour differential. A review of overtime shall be conducted weekly by the Association Representative and his immediate supervisor. Equalization will be made when necessary.

Section 6(a). Overtime for maintenance personnel shall be distributed on an equal basis for all employees qualified and capable of performing the work. Such determination of qualifications and capabilities shall be made by the Board of Education or its designee. The overtime list shall be sent monthly to the Association Representative for review.

Section 6(b). In the event that an out of school (non-school based) agency approved to use a District building when the custodians are not regularly scheduled fails to appear, without advance notice to the Board, the scheduled employee shall receive a minimum of two (2) hours at time and one half (1½) reporting pay. The employee will be expected to work for that period and the Director of Buildings and Grounds will determine when the employee is released from his duties.

Section 7. Emergency Work. If called to work for an emergency between 12:00 midnight to 5:00 a.m., a minimum of four (4) hours shall be paid at the rate of one and one-half (1-1/2) times the base rate; between 5:00 a.m. to 11:59 p.m., a minimum of three (3) hours shall be paid at the rate of one and one-half (1-1/2) times the base rate. "Emergency" shall mean those instances in which the employee is called in after he has returned home and the work is not contiguous to his regular shift.

Section 8. Overtime work offered but refused by an employee shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime. Summer clean-up overtime does not accrue towards the annual total overtime.

Section 9. If an employee is out the Employer may call in a substitute.

Section 10. Premium shift payments shall only be paid to those employees assigned by the Employer to shifts which require premium payments.

Section 11. Premium shift payments shall be paid to those employees assigned to the night shift and the midnight shift. Employees assigned to the day shift will not be entitled to a premium shift payment.

Section 12(a). Employees shall be assigned to work on the following shifts:

<u>Morning Shift</u>	<u>Day Shift</u>	<u>Afternoon Shift</u>	<u>Evening Shift</u>
4:30 a.m.-12:30 p.m.	6:30 a.m. – 2:30 p.m.	2:30 p.m. – 10:30 p.m.	10:30 p.m. – 6:30 a.m.
	8:00 a.m. – 4:00 p.m.		

The Employer may only change the shift times set forth herein on 30 days prior written notice to the Association.

Section 12(b). When school is closed due to inclement weather the afternoon shift shall begin at 11:00 a.m. and the evening shift shall begin at 2:30 p.m.

Section 13. The Employer shall attempt to establish a consistent method of replacing custodians in the event a custodian is absent. However, the Association recognizes that depending on the size of the staff at a particular school, there will be times an absent custodian will not be replaced. When an absent custodian is replaced and assigned to a school with a small staff or there are consecutive absences in a larger staffed school, an absent eight (8) hour custodian will normally be replaced with another custodian for four (4) hours and an absent four (4) hour custodian will normally be replaced with another custodian for two (2) hours. Notwithstanding the foregoing the Employer retains the right to assign replacement custodian hours as the situation dictates and will not be bound by the intentions noted above.

## ARTICLE 6

### SENIORITY

Section 1. The Employer shall establish and maintain a seniority list of employees with the Roxbury Township Board of Education. The seniority of each employee shall date from the first hiring with the Employer as a contracted employee. A seniority list will be sent to the Association once a year.

Section 2(a). Seniority shall be defined as the continuous length of employment of the employee with the Employer from his date of most recent hire. At the expiration of the probationary period, the employee's seniority shall date from the date of his most recent hire.

(b) Seniority shall prevail in the matter of selection of vacations and holidays; and also in demotions, transfers and layoffs provided that qualifications and ability, as determined by the Employer, are equal.

(c) An employee shall lose his seniority rights for any one of the following reasons:

1. if an employee quits;
2. is discharged for proper cause;



3. does not return to work in seventy-two (72) hours when recalled unless excused for illness or other valid reasons. Recall shall be by registered mail to the last known address in the Employer's files. Failure to respond within five (5) days shall be deemed a resignation;
4. is absent for five (5) or more consecutive days or shifts without notifying his foreman or other superior, unless the employee can establish that it was impossible to so notify his foreman or other superior;
5. is laid off for at least twelve (12) months;
6. is absent due to a disabling accident or illness extending beyond eighteen (18) consecutive months;
7. leaves the bargaining unit for a period of at least three (3) months to accept jobs excluded from the bargaining unit. This paragraph (7) is not applicable to the person occupying the said position of Supervisor at the execution of this Agreement.

(d) All employees are hired for a probationary period of ninety (90) days. In the event an employee is retained on a permanent basis, then his/her seniority shall be retroactive to the first day of the employee's probationary period.

(e) Probationary employees shall be evaluated after approximately 30, 60 and 90 days. The first and third evaluations must be at least forty-five (45) days apart.

## ARTICLE 7

### FORCE REDUCTION

Section 1. In the reduction or restoration of the working force, the rule to be followed ~~shall be the length of service~~ with the Employer within the job occupation involved. The employee with the least seniority shall be laid off first and, in rehiring, the same principle shall apply, namely, the last employee laid off shall be the first to be rehired.

Section 1(a). For the purpose of this Article, the job occupations shall be those employees paid on the custodial salary guide (Custodians, Truck driver/custodians, Lead Day Custodian, and Groundskeeper-Custodians), Maintenance workers and Bus mechanics.

Section 1(b). Employees who have served in more than one occupation in Section 1(a), above, shall have seniority in each occupation, but that seniority may not be combined and will not run concurrently.

Section 2. The employees involved in any layoffs shall receive thirty (30) days notice.

Section 3. Nothing in this Article shall be held to limit the right of the Employer to reduce the number of employees employed in the district whenever in the judgment of the Employer it is advisable to abolish any such positions for reasons of economy, or because of reduction in the number of pupils, or of changes in the Administration or supervisory organization of the district, or for any other just cause upon compliance with the provisions of this Article.

Section 4. The Association President of the Custodians and Maintenance groups shall have top seniority while serving in that capacity during the period covered by this Agreement.

## **ARTICLE 8**

### **JOB VACANCIES, TRANSFERS, NEW JOBS CREATED OR PROMOTIONS**

Section 1. If new jobs are created, if vacancies occur in a higher rated position, or promotions are to be made and if two or more equally qualified employees apply for such position or promotion, seniority may prevail before any new employees are hired.

Section 2. The Employer agrees to post in each building, a notice of such new job, vacancy, or promotion on the bulletin board for five (5) working days. Such notice shall contain a description of the job, the rate, and when the job will be available. Anyone interested, in order to be eligible, must file an application with the Director of Buildings and Grounds and sign the notice.

Section 3. The successful bidder and the Association shall be notified in writing of the employee's acceptance by the Employer within ten (10) work days of such acceptance. If there are no successful bids, the Employer may appoint or hire to fill such jobs.

Section 4. Any employee so selected to fill such job shall be granted a trial period of up to sixty (60) days. If it shall be determined by the Employer during the said trial period that the promoted employee is not qualified to discharge the duties of the position to which he was promoted, the employee shall resume his former position or a position equivalent thereto and said Employer must re-post the job.

Section 5. Employees may meet to discuss their transfer with their immediate supervisor on an informal basis. The employees recognize the fact that the right to transfer an employee is a management right.

## **ARTICLE 9**

### **NON-DISCRIMINATION**

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

B. 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 provisions shall not be determined valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**ARTICLE 10**

**HOLIDAYS**

**Section 1.** The following holidays will be granted with pay providing that they do not interfere with the school calendar in addition to any Jewish holidays in the school calendar. The Employer shall notify the Association as far as possible in advance if the school calendar changes. In the event that the listed days interfere with the school calendar, adjustments will be made by the Administration whereby the number of days will remain at fourteen (14).

- |   |   |
|---|---|
| New Year's Day                              | Columbus Day                                      |
| President's Day -<br>3rd Monday in February | Thanksgiving Day<br>Friday following Thanksgiving |
| Martin Luther King's Birthday               | Day before Christmas                              |
| Good Friday                                 | Christmas Day                                     |
| Memorial Day                                | Custodians/Maintenance Day                        |
| July Floater Day                            | Jewish holidays in school calendar                |
| July 4th                                    | Labor Day   |

If a holiday falls on a Saturday, it will be observed on Friday.

If a holiday falls on a Sunday, it will be observed on Monday.

**Section 2.** An employee who works on any of the above holidays shall be paid for such work at one and one-half (1-1/2) times the employee's base rate in addition to the holiday pay provided.

**Section 3.** If a holiday falls within the vacation period of the employee, then the employee shall receive an additional day of vacation.

**Section 4.** If a personal day is requested by an employee on a day immediately preceding or immediately following a school vacation recess, or holiday, prior approval must be secured from the Superintendent or his/her designee.

## ARTICLE 11

### VACATIONS

Section 1. The Employer agrees to grant to all twelve (12) month employees in the bargaining unit paid vacations in accordance with the following schedule:

A. If employed on or after May 1, no vacation can be earned through the end of the school year. If employed before May 1, one (1) vacation day will be granted for each ten (10) weeks of service during the school year. The school year shall be defined as beginning on July 1 and ending on June 30.

B. For the purpose of calculating vacation time, July 1 shall be considered the anniversary date of all employees. The number of years accumulated shall be determined by the employee's date of hire. For example, an employee hired between July 1 and December 31, 1991, shall have a five (5) year anniversary date of July 1, 1996. An employee hired between January 1, 1992 and June 30, 1992, shall have a five (5) year anniversary date of July 1, 1997.

C. Two (2) weeks of vacation up to five (5) years of service within the system, three (3) weeks of vacation after five (5) years of service within the system. Thereafter one (1) additional day of vacation will be added for each additional year of service up to fifteen (15) years of service at which time the employee shall be eligible for five (5) weeks of vacation. Effective July 1, 2007, vacation days shall not be rolled over from one year into the next. Vacation days which are not utilized will be forfeited.

D. Vacations may not be taken the week before school closes or the two weeks before it opens.

Section 2. Vacations for custodians including leadman custodians, shall normally be taken during the summer session. However, employees may take vacation time during another time period with the approval of the Superintendent or his/her designee. When a leadman custodian is on vacation, he/she shall not be replaced on an overtime basis.

Section 2(a). Vacations for maintenance employees shall be taken during the twelve (12) month period after the year in which it was earned. Effective July 1, 2007, vacation days shall not be rolled over from one year into the next. Vacation days which are not utilized will be forfeited.

Section 3. The Employer agrees that in the event an employee voluntarily leaves the employment of the Employer before vacation period, the employee shall be compensated for any accrued vacation time that may be due him in accordance with the above schedule.

Section 4. In the event of conflict in the selection of vacation time, the Employer shall have the right to grant vacation on a seniority basis.

**ARTICLE 12**

**GENERAL REGULATIONS CONCERNING LEAVES OF ABSENCE**

Section 1. Should leave of absence for a full school year be granted an employee, it shall be necessary for such employee to notify the Board Secretary on or before April 1st prior to the expiration of such leave whether said employee intends to return to his former position. In all other instances involving leave of absence, it shall be necessary for the employee on leave to notify the Board Secretary no later than one (1) month prior to the expiration of such leave whether said employee intends to return to his former position. In the event the Board Secretary is not so notified, the Employer shall have no obligation to return said employee to his employment. The Employer shall have the right to fill a vacancy on a temporary basis which is created by granting an employee a leave of absence.

**ARTICLE 13**

**SICK LEAVE**

Section 1. Definition of Sick Leave. Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

Section 1(a). Full time employees shall be allowed, without deductions from salary, twelve (12) days sick leave per year. The Employer agrees to grant an additional sick day with pay to make a total of thirteen (13) to all employees within the bargaining unit who have ten (10) years or more of service, effective 1981-82. The number of years accumulated is determined by the employee's date of hire. For example, an employee hired between July 1 and December 1, 1991 shall have a five (5) year anniversary date of July 1, 1996. An employee hired between January 1, 1992 and June 30, 1992, shall have a five (5) year anniversary date of July 1, 1997.

Section 1(b). Unused sick time shall be accumulated and all unused days shall be paid at the time of retirement or layoff to the employee with ten (10) years service at the following rates.

0-100 days	\$28 per day
101-200 days	\$29 per day
201+days	\$30 per day

Effective July 1, 2008, the Board's maximum payout will be \$5,500 per person.

Effective July 1, 2009, the payment for unused days at the time of retirement or lay off to the employee with ten (10) years service shall be at the following rates, up to a maximum payout of \$6300.00 per person:

0-100 days	\$30 per day
101-200 days	\$31 per day
201+ days	\$32 per day

If the employee dies while employed, his beneficiary shall receive the accumulated sick leave. Payment of this unused cumulative sick leave shall be in accordance with one of the following employee options:

1. Lump sum in July immediately following retirement.
2. Lump sum in January of the school year following the school year of retirement.
3. One-half in July of the retirement year and one-half in the following January.

The employee must submit a letter at retirement designating which of the above three options he/she wishes to have this benefit conferred.

Section 2. An employee is entitled to one (1) day of sick leave with pay for each full month of employment in the first year of his employ.

Section 3. Unused sick leave is accumulative.

Section 4. Prolonged Absence Beyond Sick Leave Period. When absence under the circumstances described in Section 6 of this Article, exceeds the annual sick leave and the accumulated sick leave, the Employer may pay any such person each day's salary less the pay of a substitute, if a substitute is employed, or the estimated cost of the employment of a substitute for such length of time as may be determined by the Employer in each individual case.

Section 5. No employee shall lose accumulated allowance of unused days of sick leave by reason of having been on leave of absence, nor shall the employee accumulate any additional days of allowance during the leave of absence.

Section 6. In addition, sick leave shall also be defined for any absence or illness requiring a visit to a doctor or dentist. After five (5) consecutive days of absences, the Employer may request a doctor's slip from the employee.

Section 7. If a custodian is absent, the work in that building will be reallocated and scaled down to cover the areas considered most important, such as bathrooms, cafeterias, wastepaper baskets, blackboards. etc.

## **ARTICLE 14**

### **ABSENCE FOR PERSONAL REASONS**

**Section 1.** The employee shall be entitled to five (5) days leave per year with pay for absence due to personal emergencies with the prior approval of the Department Head. Application to the Employer or designee for personal leave shall be made at least two (2) days before taking such leave except in the case of unforeseen emergencies. The employee shall not be required to state the reason for taking the leave.

**Section 2.** Personal leave as defined by this Article is not accumulative. Employees may transfer a maximum of three (3) unused personal emergency days to their sick leave bank yearly. Unused Death in the Family days are not eligible for transfer to the sick leave bank.

**Section 3.** Three (3) days leave shall be available to attend funeral services for each death in the immediate family or immediate household. Immediate family is defined as including exclusively the following relatives of the employee: mother, father, grandparents, brothers, sisters, mother-in-law, father-in-law, spouse, children, sister-in-law, brother-in-law, and persons living in the immediate household.

## **ARTICLE 15**

### **ABSENCE FOR COURT APPEARANCE OR JURY DUTY**

**Section 1.** Absences from work by reason of a subpoena or summons issued by any Court shall be allowed, with full pay, provided the subpoena or summons is recorded with the Board Secretary's office and the Court action arises out of or in the course of the employee's employment. This provision shall not apply to absences resulting from any employee's processing of his personal Workers' Compensation claim. Such absences shall be without pay.

**Section 2.** Should an employee be required to serve on jury duty, the Board Secretary shall be notified and said employee shall suffer no loss of pay or time while so serving. All full-time employees shall be entitled to receive from his Employer his usual compensation for each day he is required to serve for jury duty.

**Section 3.** Employees receiving summons, subpoenas, or jury duty notices must provide a copy of same to the Department Head within a reasonable time, but no less than 7 calendar days prior to the reporting date. Employees must report to work on any day on which they are not required to serve as a juror or witness.

**Section 4.** Proof of service as a witness or juror must be provided in order to receive payment for these days.

## ARTICLE 16

### RIGHTS AND PRIVILEGES OF ASSOCIATION

Section 1. The Employer agrees to furnish to the Association or its representative, in response to reasonable, requests from time to time, available public information.

Section 2. Whenever any representative of the Association, or any Custodian or Maintenance employee participates during working hours in grievance proceedings, conferences or meetings, with the approval, of the Board Secretary, he shall suffer no loss in pay. In case of emergency, oral approval shall be sufficient, providing that written confirmation follows within three (3) days. Negotiations are excluded.

Section 3. The Association and its representatives shall be granted use of school building's at reasonable hours for meetings, provided prior written approval is obtained from the Board Secretary or his designee.

Section 4. The Association shall have the right to use the school interoffice mail facilities providing it obtains authorization from the Board Secretary and such use does not conflict with the normal school mail operations. A copy of any such mail shall be filed with the Board Secretary prior to being placed in the school mail facilities.

Section 5. The officials or any authorized representative of the officials of the Association shall be permitted admission to the Employer's facilities at reasonable hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto or for assisting in the adjustment of grievances. The officials or representatives of the Association shall notify the Employer upon their arrival.

## ARTICLE 17

### VETERANS RIGHTS AND BENEFITS

Section 1. The seniority rights of all employees who enlist or who are drafted during time of war or national emergency pursuant to an appropriate law now in force, or to be enacted shall be maintained during such initial period of military service. Each such employee shall have the right to reinstatement to the former position held or to a position of equal status, at the salary rate previously received by the employee at the time of said employee's induction into military service, together with all salary increases granted by the Employer to said employee's previous position during the period of such military service.

Section 2. Such reinstatement of veterans shall be upon application therefore made within ninety (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.



Section 3. The Employer agrees to allow the necessary time for any employee in the Reserves to perform the duties required when called without impairment of said employer's seniority rights and shall pay the difference between such service pay and eight (8) hours straight time pay for scheduled working time lost.

Section 4. The Employer agrees to pay an employee for all reasonable time involved in reporting for a physical examination for induction into Military Service.

## ARTICLE 18

### GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Any difference or dispute between the Employer and the Association relating to the terms and provisions of this Agreement or its interpretation or application or the enforcement thereof, shall be subject to the following procedures which shall be resorted to as the sole means of obtaining adjustment of the dispute, which shall thereafter be referred to as a "grievance". A grievance to be considered under this procedure must be initiated by the employee through an informal meeting with the designated supervisor, within ten (10) days from the time when the employee learns of its occurrence.

STEP 1. Any custodian/maintenance worker who has a grievance shall discuss it first with the Association Representative and Buildings and Grounds Supervisor ("Supervisor"). If, as a result of the Supervisor's decision, the matter is not resolved to the satisfaction of the custodian/maintenance worker within five (5) school days, the custodian/maintenance worker may then meet with the Director of Buildings and Grounds in an attempt to resolve the matter informally at these levels.

STEP 2. If, as a result of the discussion with the Director of Buildings and Grounds, the matter is not resolved to the satisfaction of the custodian/maintenance worker, then such grievance shall be reduced to writing and the Association Representative shall serve the same upon the Superintendent or his/her designee no later than three (3) working days following the meeting with the Director of Buildings and Grounds.

STEP 3. No later than ten (10) working days thereafter, the grievance shall be discussed between the designated representative of the Employer and a representative of the Association. A written decision shall be given to the Association no later than five (5) calendar days thereafter.

STEP 4. If the grievance is not resolved to the employee's satisfaction, he, no later than five (5) days after receipt of the Board representative's decision, may request a review by the Board of Education or a Committee of the Board. The Board, or a Committee thereof, shall review the grievance and shall hold a hearing with the aggrieved present, and shall render a decision, in writing, within thirty (30) calendar days of receipt of the Grievance by the Board.

STEP 5. In the event the grievance is not satisfactorily settled by the written decision in STEP 4, thereafter both parties agree that within ten (10) days either party may request the State of New Jersey, Public Employment Relations Commission to appoint an

arbitrator who shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding.

Section 2. The cost of arbitration, if any, shall be shared equally by the Employer and the Association.

Section 3. No dispute arising out of any question pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

Section 4. The arbitrator shall issue his decision in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his decisions strictly to the application and interpretation of the provisions of this Agreement and shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.

2. Limiting or interfering in any way with the powers, duties, and responsibilities of the Employer under applicable law and rules and regulations having the force and effect of law.

3. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Employer to take the action complained of, subject, however, to the decision of the arbitrator.

Section 5. Failure at any step in the procedure to communicate the decision on a grievance within the specified time limits set forth herein shall constitute a denial of the grievance and shall permit the aggrieved employee to proceed to the next step of the grievance procedure. Failure at any step in this procedure to appeal a grievance to the next step within the specified time limits set forth herein shall constitute an acceptance of the decision rendered at that step.

Section 6. It is understood that employees and the Employer shall, notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Employer until such grievance and any effect thereof shall have been fully determined.

Section 7. Decisions by the Employer to terminate an employee at the end of his probationary period may be appealed only through Step 4.

## **ARTICLE 19**

### **NEGOTIATIONS OF SUCCESSOR AGREEMENT**

Section 1. Deadline Date. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all

custodial/maintenance employees. Such negotiations shall begin no later than December 1, or a mutually agreed upon date of the calendar year preceding the calendar year in which this Agreement expires. When consensus is reached covering all the areas under negotiation, the proposed total agreement shall be reduced in writing, by representatives of the negotiating parties and a copy submitted to each. After the recommendations have been approved by a majority of the Board and the Association and have been presented to both parties for ratification on a mutually agreed upon date, the Employer and the Association shall take such actions as are necessary to make them official.

Section 2. New Agreements. Copies of the negotiated agreement (contract) will be printed and distributed to the Association members within three (3) months of its ratification.

## **ARTICLE 20**

### **MISCELLANEOUS PROVISIONS**

Section 1. No employee shall make or be requested to make any agreement, into any understanding inconsistent or conflicting with the terms of this Agreement.

Section 2. Employees shall be granted one fifteen (15) minute coffee break per eight (8) hour shift. The time of the coffee break shall be designated by the Employer or its designee.

Section 3. The Employer shall provide bulletin board space for the posting of Association notices to its members. Every notice so posted shall bear the name of the person or organization responsible for it; and a removal date.

Section 4. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.

Section 5. Any custodial employee who is assigned to more than one building in a day shall be paid mileage at the prevailing government rate.

Section 6. Employees assigned to work alone in a building shall have a communications device provided by the Employer.

Section 7. The Employer shall not enter into a subcontracting agreement which affects the employment of employees in the bargaining unit unless the Employer provides written notice to the Association not less than 120 days before the Employer implements a subcontracting agreement. The Employer shall offer the Association the opportunity to meet and consult with the Board regarding the decision to subcontract, and the opportunity to engage in negotiations over the impact of subcontracting.

Section 8. The Board and the Association shall share the cost of printing a new contract. The Association will provide every member a signed copy of the contract.

## ARTICLE 21

### INSURANCE

Section 1. Employee Health Insurance. The Board will pay 100% single or family coverage for those employees participating in the following group plans:

Blue Cross  
Blue Shield  
Rider J  
Major Medical  
New Jersey Dental Service Plan -  
Plan II-B Super Composite with Ortho I

Participating members will be required to pay 50% of the increased payment charged for Dental coverage (effective 1983-84 school year).

Stipulation: In order to be eligible for the above insurance, an employee must work twenty (20) or more hours per week on a regular basis.

The Employer shall pay 100% single or family coverage in the PPO/Managed Care health plan for all employees hired after July 1, 1999. The Employer shall pay 100% of single or family coverage in the POS plan for all employees hired on or after July 1, 2007. Employees in the PPO/Managed Care or POS plans may buy-up into the traditional plan at his own expense for the difference. At the end of thirty-six (36) months of continuous employment, the Employer shall pay 100% single or family coverage in either the Traditional or Managed Care Plan as selected by the employee.

The Employer agrees to implement a Section 125 plan.

Effective July 1, 2007:

- a. Employees enrolled in the traditional plan shall pay deductibles in the amount of \$200.00 per year for single coverage and \$400.00 for family coverage per year.
- b. Employees enrolled in the traditional plan shall pay Out of pocket (stop/loss) deductibles in the amount of \$1000.00 per year for single coverage and \$2000.00 for family
- c. Employees enrolled in the POS plan shall pay a \$10.00 co-pay for office visits.
- d. Prescription co-pays shall be \$15.00 for brand names and \$10.00 for generic, regardless of whether these prescriptions are mail-in or retail.

Effective July 1, 2009, the traditional (indemnity) plan will be eliminated. All employees enrolled in the traditional (indemnity) plan will be enrolled in the District's Direct Access plan.

Section 2.

Effective July 1, 2007, if an employee is eligible for medical insurance, but elects to opt out of the medical coverage, the Board shall pay the following rates:

Single:	\$2000.00	Employee/Spouse:	\$2700.00
Parent/child:	\$2300.00	Family:	\$3000.00

**ARTICLE 22**

**STRIKES AND LOCKOUTS**

Section 1. It is agreed that the Association and its members shall not call or engage in a strike (or threats thereof) and that the Employer shall not institute a lockout, for any cause whatsoever during the term of this Agreement, nor shall the Association or any of its members cause or participate in a cessation of work, slowdown, work stoppage or interference of any kind with normal operations.

Section 2. In the event of a wildcat strike, cessation of work, slowdown, or interference of any kind with normal operations, the Association agrees to promptly use its good offices to remedy the conditions.

**ARTICLE 23**

**SALARIES**

Section 1. The 2008-2009, 2009-2010, and 2010-2011 base salary guides for all employees shall be in accordance with the attached, APPENDIX A. Salary guides must be mutually agreed between the parties and are subject to ratification by the Association and the Board.

Section 2. The Employer has the right to hire any employee wherever the Employer chooses on the salary guide.

Section 3(a). Individuals whose first date of employment is other than July 1st shall be eligible for their first salary increment on the first anniversary date of their employment.

(b) These individuals shall be eligible for their second salary increment on the July 1st immediately following the first annual anniversary of employment.

(c) These individuals shall be eligible for all subsequent salary increments on each subsequent July 1st pursuant to the collective bargaining agreement between the Employer and the Association.

## ARTICLE 24

### SPECIAL CONTRACTS

Section 1. The Employer agrees to pay \$350.00 per year to each employee who holds a Black Seal License. The Employer shall also pay for the employee's renewal of the license. Beginning July 1, 2009, this shall increase to \$375.00.

Section 2. Longevity increments will be paid according to the following schedule:

\$150.00 increment after the completion of 10 years service.

\$200.00 increment after the completion of 15 years service.

\$225.00 increment after the completion of 20 years service.

Any employee hired on or after July 1, 1982 shall not be eligible for longevity benefits.

Section 3. Effective July 1, 2008, the \$175.00 monthly payment for use of personal vehicles will be eliminated. Except as noted below, employees will be entitled to reimbursement at the NJ OMB rate for use of their personal automobile for mileage driven on behalf of the Board.

The six (6) maintenance employees receiving an automobile use stipend as of June 30, 2008 shall continue to receive a \$175 monthly automobile stipend as a "Maintenance Stipend". They will not be entitled to be reimbursed for their mileage. These employees shall be required to provide the Board with the appropriate records that reflect the mileage driven on the Board's behalf.

Section 4. Employees in this unit shall be classified as follows:

- Lead Day Custodian
- Custodian
- Groundskeeper - Custodian
- Maintenance Worker
- Truck Driver/Custodian
- Bus Mechanics

Section 5. Lead Day Custodian. The Lead Day Custodian in the High School, Eisenhower Middle School, Roosevelt School, Lincoln School, Jefferson School, Kennedy School, Nixon School, Franklin School, will receive the following:

\$650 additional for each year of this agreement.

Only one person per building shall be designated to receive this stipend.

Effective July 1, 2008 there shall be one (1) stipend for the Lead Custodian at Lincoln/Roosevelt School. A full year's stipend for the Lincoln School Lead Custodian shall be paid for the 2007-08 school year.

Section 6. Extracurricular Work

a. There will be two 8-hour shifts on Saturday and Sunday at Roxbury High School only. Two part-time employees shall cover these shifts working 16 hours per weekend, which would cover all extracurricular weekend activities, in addition to normal workload. In the event part-time employees are not available to fill these shift requirements, a full-time employee shall be called in to fill the shift requirements, on a rotating basis. A rotation shall be according to the overtime list.

b. Saturday and Sunday shifts shall be 6:30 a.m. to 2:30 p.m. and 2:30 p.m. to 10:30 p.m.

Section 7. Any employee who works twelve (12) consecutive hours for emergency work shall be allowed meal money not to exceed \$10.00 upon presentation of a paid receipt. The employee shall be allowed one-half hour for said meal without loss of pay.

Section 8. Uniforms. The Employer shall purchase each year five (5) uniforms for custodians, maintenance and grounds workers. Uniforms must be worn at all times while at work. During the summer, shorts may be appropriate, however, a uniform shirt must be worn.

Section 8(a): The Employer shall purchase one (1) winter jacket or one (1) hooded insulated sweatshirt per three (3) years for all employees. Winter jacket or hooded insulated sweatshirt must be worn while at work when weather appropriate.

Section 8(b): The Employer shall purchase one (1) pair of safety shoes up to a cost of \$100.00 per year for all employees. Safety shoes must be worn at all times while at work.

Section 9. Energy Conservation. Effective July 1 of each year of the Agreement, maintenance workers shall be paid a stipend of \$325.00 provided they demonstrate proficiency in energy conservation service for the preceding twelve (12) month period. The Director of Buildings and Grounds shall make the determination. Effective July 1, 2009, this should increase to \$350.00.

Section 10. Any current employee holding the following licenses shall be paid the following stipends provided that the Board requires the employee to use the license.

	EFFECTIVE 7/1/08	EFFECTIVE 7/1/09
Commercial Driver's License	\$350	\$375
Boiler	\$350	\$375
Electrician*	\$1250	\$1300
REF*	\$750	\$800
Asbestos	\$350	\$375
Plumbing*	\$750	\$800
Pesticide	\$350	\$375

\*Only one individual will be paid the stipend in these categories.

To receive the stipend the individual must maintain current licenses and provide proof annually to the Board.

## **ARTICLE 25**

### **SAVINGS CLAUSE**

Should any provision hereof, or the application of any such provision to any person or circumstance, be rendered or declared invalid by reason of existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, or by any order of an administrative agency, the remainder of this Agreement or the application of any such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

## **ARTICLE 26**

### **MODIFICATION**

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.



**ARTICLE 27**

**MANAGEMENT RIGHTS**

Subject to the provisions of this Agreement, the Employer reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement in accordance with applicable laws and regulations to direct employees of the school district: to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duty because of lack of work or for other legitimate reasons; to maintain efficiency of the school operations entrusted to them; to determine the methods, means and personnel by which such operations are to be conducted; to establish reasonable work rules; and to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

**ARTICLE 28**

**FULLY BARGAINED CLAUSE**

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

**ARTICLE 29**

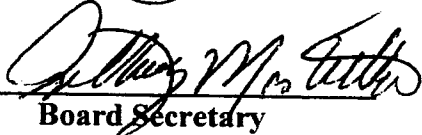
**DURATION OF AGREEMENT**

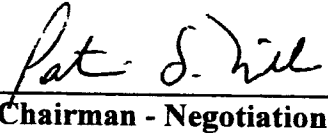
This Agreement shall be effective as of July 1, 2008, and shall continue in effect until June 30, 2011.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers as of the 13<sup>th</sup> day of September, 2010

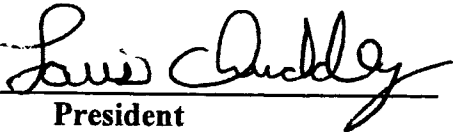
**ROXBURY TOWNSHIP  
BOARD OF EDUCATION**

By   
Board President

By   
Board Secretary

By   
Chairman - Negotiations

**ROXBURY CUSTODIAL  
MAINTENANCE ASSOCIATION**

By   
President

By   
Chief Negotiator

**APPENDIX A**

**YEAR I**

**2008-2009 Roxbury Custodian**

<b>Step</b>	<b>Cust. 1<sup>st</sup></b>	<b>Cust. 2<sup>nd</sup></b>	<b>Cust. 3<sup>rd</sup></b>	<b>Maint.</b>	<b>Mech.</b>
1	36,592	36,992	37,442	55,368	48,800
2	39,192	39,592	40,042	55,764	47,791
3	41,117	41,517	41,967		61,018
4	43,042	43,442	43,892	51,204	78,458
5	44,967	45,367	45,817	65,699	
6	46,892	47,292	47,742	65,699	
7	47,817	49,217	49,667		
8	50,742	51,142	51,592		
9	52,667	53,067	53,517		
10	54,592	54,992	55,442		

**\* The columns for 'Maint.' and 'Mech.' are not 'steps' or 'step guides,' rather they reflect salaries earned by individuals in each of these years.**

**YEAR 2**

**2009-2010 Roxbury Custodian**

<b>Step</b>	<b>Cust. 1<sup>st</sup></b>	<b>Cust. 2<sup>nd</sup></b>	<b>Cust. 3<sup>rd</sup></b>	<b>Maint.</b>	<b>Mech.</b>
0	37,095	37,495	37,945		
1	38,995	39,395	39,845	57,583	50,752
2	40,895	41,295	41,745	57,995	49,703
3	42,795	43,195	43,645		63,459
4	44,695	45,095	45,545	53,252	79,961
5	46,595	46,995	47,445	67,202	
6	48,495	48,895	49,345	67,202	
7	50,395	50,795	51,245		
8	52,295	52,695	53,145		
9	54,195	54,595	55,045		
10	56,095	56,495	56,945		

**\* The columns for 'Maint.' and 'Mech.' are not 'steps' or 'step guides,' rather they reflect salaries earned by individuals in each of these years.**

**YEAR 3**

**2010-2011 Roxbury Custodian**

<b>Step</b>	<b>Cust. 1<sup>st</sup></b>	<b>Cust. 2<sup>nd</sup></b>	<b>Cust. 3<sup>rd</sup></b>	<b>Maint.</b>	<b>Mech.</b>
0	38,005	38,405	38,855		
1	40,005	40,405	40,855	59,886	52,782
2	42,005	42,405	42,855	60,315	51,691
3	44,005	44,405	44,855		65,997
4	46,005	46,405	46,855	55,382	81,661
5	47,970	48,370	48,820	68,902	
6	49,935	50,335	50,785	68,902	
7	51,900	52,300	52,750		
8	53,865	54,265	54,715		
9	55,830	56,230	56,680		
10	57,795	58,195	58,645		

**\* The columns for 'Maint.' and 'Mech.' are not 'steps' or 'step guides,' rather they reflect salaries earned by individuals in each of these years.**