

COLLINGSWOOD BOARD OF EDUCATION

NEGOTIATED AGREEMENT

BUILDING SERVICES ASSOCIATION

2004-2007

RATIFIED BY THE BOARD OF EDUCATION

December 20, 2004

RATIFIED BY THE ASSOCIATION

December 9, 2004

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AGREEMENT

THIS AGREEMENT, dated **December 20, 2004** is entered into between the COLLINGSWOOD BOARD OF EDUCATION (Hereinafter called the B.O.E), and the BUILDING SERVICES EMPLOYEES OF THE COLLINGSWOOD BOARD OF EDUCATION (Hereinafter called the BSE)

ARTICLE I - RECOGNITION

- A. It is the intent and the purpose of the parties hereto to promote and improve the school system and economic relationships and to set forth herein the basic agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto.

- B. The term "employees" as used in and covered by this agreement is limited to and applies only to full time building service employees, *i.e.* full time maintenance, custodial, grounds, and courier, including working leaders and employees placed in charge during absence of Supervisor of Building and Grounds, excluding any supervisory employees with authority to hire, promote, discharge, discipline, or otherwise effect changes in the status of employees.

- C. THE BOE RECOGNIZES THE BSE as the sole representative for collective negotiations concerning salaries, grievances, and conditions of employment for all employees as described in Article I Paragraph B.

ARTICLE II - SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiation over a successor Agreement in a good faith effort to reach Agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin as soon as possible after October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all employees, be reduced to writing, and signed by the BOE and the BSE, and be adopted by the BOE.

- B. It is agreed by both parties that all negotiations and agreements shall be made through committees by both parties. Communications between the two parties shall be made by the committee chairman on one side to the committee chairman of the other side, for the purpose of arranging meetings.

- C. 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.

- D. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

- E. The Board exhibits through the length of this contract an intent not to actively promote privatization of those tasks presently performed by the BSE.

ARTICLE III - EMPLOYEES RIGHTS

A. Rights and Protection in Representation

The BOE hereby agrees that every employee covered by this Agreement shall have the right to organize, join and support the BSE for the purpose of engaging in collective negotiations and other legal concerted activities for mutual aid and protection. The BOE agrees that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of their membership in the BSE, their participation in any activities of the BSE, collective negotiations with the BOE, or their institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

B. Statutory Savings Clause

Nothing contained herein shall be construed to deny or restrict to any employee such rights as s/he may have under New Jersey Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. Just Cause Provision

No employee shall be disciplined, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure.

D. Required Meetings or Hearings

Whenever any employee is required to appear before the Superintendent, Board, or any Committee or member thereof, concerning any matter which could adversely affect the terms and conditions of that employee's employment, then he shall be given prior notice (which will be in written form) of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview. If, during the course of a conversation between a supervisor or any other administrator and an employee, facts emerge which may affect the employee's employment adversely, the employee shall have the ability to terminate the conversation for the purpose of obtaining representation before continuing the discussion. This shall not apply to conversations regarding evaluations.

E. Complaint Procedure

Step 1 Criticism of Employees

Any questions of criticism by a supervisor, administrator, or Board member of any employee of his discharge of duties, shall be made in confidence and not in the presence of students, parents, or at other public gatherings. In the event a complaint is brought by a member of the public to any administrator or supervisor of the Collingswood School District concerning an employee and such complaint is deemed potentially serious enough to impact on the affected employee's employment, the affected employee shall be notified immediately. The employee shall have the right to review the complaint and all relevant material concerning the complaint.

Step 2

By mutual agreement of all parties, a meeting shall be held among the complainant, employee and supervisor. The employee retains the right to be represented by the BSE, if he desires.

Step 3

Any complaint unresolved by Step 2 may be submitted, in writing, by the complainant or the employee to the School Business Administrator, who shall forthwith forward a copy to the Superintendent or his designee and the complainant. Upon receipt of the written complaint, the Superintendent or his designee shall confer with the parties. In no case shall the Superintendent or his designee take any action against the employee unless the complainant is prepared to produce evidence to substantiate the complaint.

Step 4

If the Superintendent or his designee is unable to resolve a complaint to the satisfaction of all parties concerned at the request of the complainant or the employee, he shall forward the results of his investigation along with his recommendation, in writing, to the Board Personnel Committee and a copy to all parties concerned.

Step 5

Any complaint unresolved under Step 4 may be submitted by the employee to the grievance procedure as set forth in ARTICLE IV of this Agreement and may commence at Level 3.

F. Personnel Records

The employee's official personnel file in the central office shall be the official record. The employee shall be notified in writing of anything entered into his official personnel file. The employee retains the right to review his personnel file annually and to petition to remove any unwarranted documents from his file. Such petition to remove documents may be submitted to the grievance procedure.

ARTICLE IV - GRIEVANCE PROCEDURE

Lines of Responsibility and Procedure
For the Solution of Problems

Each employee of the school district shall be responsible, through established administrative channels, to the Board of Education.

PURPOSE

Both parties agree it is their intention to secure, at the lowest possible level, an equitable solution to the problems which may arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. The parties also agree that the Grievant shall be assured of freedom from coercion.

DEFINITION OF PROBLEMS

A "grievance" is a claim by an employee or a group of employees or the Association based upon the interpretation, application, or alleged violation of this Agreement, Board policies, or administrative decisions affecting an employee or group of employees.

The "grievance" shall specify:

1. The nature and date of the alleged occurrence in reasonable detail.
2. The nature and extent of any injury, loss, or inconvenience.
3. The results of previous informal discussions.
4. The dissatisfaction with decisions previously rendered.
5. Expected relief or corrective action or alternatives thereof. The Chairperson of the Personnel Committee is to receive an informational copy of all "grievances" at the same time as the original is being processed.

A grievance to be considered under this Agreement must be initiated within thirty (30) days on which the grievant knew or should have known of the circumstances giving rise to the claim. A sample copy of the grievance form is included under Schedule "B" of this Agreement.

Level 1

Any problem will initially be discussed with the Supervisor of Buildings and Grounds, who will endeavor to resolve the problem promptly. Should the supervisor be unable to resolve the question to the satisfaction of all concerned within seven (7) school days, the problem will be reduced to writing and submitted to the BSE Grievance Committee for evaluation. Should the Committee recommend, within seven (7) school days, further processing, the problem shall be submitted to the Supervisor of Buildings and Grounds in the form of a grievance. If the Committee does not recommend further processing, the remaining steps of the procedure must be followed, if the grievant chooses to pursue the problem up to Level 4.

Level 2

The Supervisor of Buildings and Grounds will submit within seven (7) school days to the Business Administrator, the report submitted in Level 1, along with the supervisor's written report including all action taken to date. The Business Administrator shall meet with the BSE within five (5) school days. The Business Administrator may involve those parties in the meeting deemed necessary in the settlement of the "grievance." The Business Administrator will render a decision within seven (7) school days following the meeting.

Level 3

Should the results of Level 2 be unacceptable to the grievant, the grievant will present the grievance to the Personnel Committee of the Board, via the BSE's Grievance Committee within seven (7) school days. The Personnel Committee shall render a decision within fifteen (15) school days.

Level 4

Should the result of Level 3 be unacceptable, the grievant will file the grievance with the Board of Education Secretary within five (5) school days. The Board shall render its decision within thirty (30) school days to the Board Secretary.

Level 5

If the Grievance Committee is dissatisfied with the Level 4 disposition and only if the grievance is based upon an alleged violation, misinterpretation, or misapplication of the express provisions of this Agreement, the grievant may initiate a demand for arbitration within ten (10) school days of the receipt of the Level 4 disposition.

- (a) The parties may designate an arbitrator by agreement or utilize the procedures of the Public Employment Relations Commission for the selection of an arbitrator.
- (b) The arbitrator of a grievance under this Agreement shall be limited to the issues submitted and shall consider nothing else. The arbitrator shall not have the right to add to, subtract from, or modify this Agreement in any manner whatsoever. The arbitrator's determination shall be binding on both parties.
- (c) The parties shall share equally in the payment of the fees and expenses of the arbitrator. All other costs connected with the grievance shall be borne by the parties by which they were incurred.
- (d) The award of the arbitrator on grievances arising out of the interpretation, application, or performance of this Agreement shall be final and binding on both parties if rendered pursuant to the rules prescribed by the Public Employment Relations Commission (PERC).
- (e) The parties agree that any deadline listed above may be extended by mutual consent.

MISCELLANEOUS

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level are maximum. Failure of the grievant to meet the next step within the specific time limit should be deemed a waiver of further appeal. Failure of the representatives of the Board to meet the specific time limit of a given level shall be deemed a waiver of that level. The time limit may be extended in the event a "grievance" is filed over an extended holiday and/or summer recess. Said extension is to be developed by mutual agreement of parties involved at a specific level.
2. All meetings and hearing under this procedure shall not be conducted in public and shall include only the Supervisor, parties involved, their legal and/or professional consultants. Witnesses relevant to the solution of the grievance may be summoned into the hearing room and remain only for the duration of their testimony.
3. If, in the judgment of the BSE, a grievance affects a group or class of employees, the BSE may submit such grievances in writing to the Business Administrator directly and the processing of such grievance shall be commenced at Level 2. The BSE may process any individual person's grievance even though the aggrieved person does not wish to do so.
4. All employees, including grievant, are required to follow administrative directives and Board policies under the direction of the Superintendent and administration regardless of the pendency of any grievance until such grievance is properly determined. The BSE accepts in good faith Levels 1 through 5 as the solution of professional problems.

5. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and is left unresolved until the beginning of the following school year and could result in the harm to a party in interest, the time limits set forth herein shall be reduced by mutual consent, so that the grievance procedure may be exhausted as soon as possible.

ARTICLE V - SALARIES

- A. The salaries of all employees covered by the Agreement are set forth in Schedule "C" which is hereto attached and made part hereof, dated **2004-2005 through 2006-2007**. New hires after July 1, 1996, shall only be placed on one of the new steps being developed as a result of this contract. At no time shall new hires be placed on the current guide for existing employees at the time of this negotiated Agreement.
- B. Employees regular pay is based on twelve months and will be paid in twenty-four equal semi-monthly installments.
- C. Employees working more than forty hours during any week will be paid at the rate of one and one half times their hourly rate for all time over the forty hours. Provided further, that the Sunday rate **for the employee(s) not regularly scheduled on this day** under this ARTICLE shall be two times.
- D. Employees will be requested to work overtime due to district emergencies. Any B.S.E, who is requested to work during an emergency shall receive a minimum of **two** hours pay for any work performed at the rate of one and one half times at the rate of the employee performing the work. This time and one half rate shall be in effect only after the employee has completed forty (40) hours of work **as of the end of the regular work week**. For all employees hired after June 30, 1996, the workweek will be defined as 12:01 AM Monday through 12:00 midnight Sunday. Existing employees are considered not subject to this determination. (Employees working overtime who have not worked forty regular hours during the week shall be paid regular time pay until forty hours have been completed.)
- E. On snow days, employees shall receive their regular pay only. Employees who work the first shift shall be permitted to leave when the supervisor determines that the snow assignment is completed. Dismissal time shall not be arbitrarily withheld. One employee from the second and the regular third shift employees shall work on snow days for security and/or snow removal purposes. The assignment to the second shift shall be rotational. All other second shift employees must report for snow removal duty by 9:00 AM. **During periods requiring snow removal, employee start and dismissal time for each day shall be determined by the Supervisor of Buildings and Grounds at his discretion to meet district needs. The Buildings and Grounds Supervisor will deliver and publish the official start time for snow removal prior to November 1. Time that exceeds eight (8) hours in that day shall be considered overtime pursuant to Article V.C. of this Agreement.**
- F. Any overtime to be assigned from Monday to Friday will be assigned to unit members. Part-time cleaners will be assigned a regular shift and will not be used to negate unit overtime by changing shifts. Substitute cleaners will only be used to cover absenteisms.
- G. Employees to receive overtime at the rate of one and one-half times their hourly rate for all hours worked in excess of eight hours during Borough elections provided the conditions set forth in 3 and 4, above are met. Employees must remit County check to the Board to be eligible for payment.

- H. The parties recognize and are agreed that overtime work is a necessary and integral part of the operation of the schools and may be required of all personnel. The parties further are agreed that overtime should first be offered on a voluntary seniority by classification basis and on an involuntary basis when there are not sufficient volunteers.

The following rules govern the assignment and eligibility for voluntary overtime:

1. Overtime which involves the continuation of work in the building shall be assigned to that building's employees assigned in accordance with job classification and pursuant to the seniority list.
2. In the event the overtime work involves a special situation, work will be assigned from a district wide seniority list, in accordance with job classification.

Overtime work shall be offered to employees according to a rotation schedule and procedure as follows:

3. An overtime list by classification shall be prepared by the Board on a seniority basis and posted in each building on the basis of the most senior employee to the least senior. The list shall be updated twice a year in January and July.
 - (a) The overtime list shall be based on seniority. The first employee on the list shall have the greatest seniority.
 - (b) Overtime assignment will be offered to the number one (1) employee on the list. The employee may accept or reject the overtime opportunity.
 - (c) If accepted, the next overtime will be offered to the next person on the list.
 - (d) If rejected, the overtime is offered to the next person.
 - (e) If all employees reject the voluntary overtime assignment the supervisor shall order, by inverse order of seniority, the employee to work the overtime. The employee may not refuse.
 - (f) Employees who refuse voluntary overtime three times will be removed from the overtime list. They will not be eligible for voluntary overtime rotation until the list is updated.
- I. Employees shall receive their paycheck on the day before a holiday when the regular scheduled payday falls on the holiday.
- J. Direct deposit to an employee-designated bank account shall be mandatory for payment of all compensation through the district payroll system. Exceptions shall be handled on a case by case basis with the cooperation of the BSE and BOE.
- K. Employees leaving their work shift early shall notify their supervisor and shall fill out a shift absence report immediately. (The notification procedure to be agreed upon by the BSE and Supervisor of Buildings and Grounds.)
Employees leaving their work shift early without permission will be docked accordingly and subject to possible disciplinary action.

L. Paid Holidays observed by all employees are as follows:

1. New Year's Day
 2. Martin Luther King
 3. Presidents' Day
 4. Good Friday
 5. Monday after Easter
 6. Memorial Day
 7. Fourth of July
 8. Labor Day
 9. Thanksgiving Day
 10. Friday after Thanksgiving
 11. Christmas Day
 12. Day before or day after Christmas
 13. Day before New Year's Day or the last day preceding the Holiday.
- Holidays that fall on Saturday or Sunday shall be rescheduled.

M. Vacation - All employees are entitled to vacations with pay for each month of contractual employment on a yearly schedule as follows:

Credit for the first vacation period after initial contract will be given for each complete month, starting from the completion of the first full month to July 30 at .834 days for each full month. The vacation period shall be from the day after graduation to seven (7) days prior to Labor Day each year. Each vacation period shall constitute one service year. Scheduling of vacation time will be coordinated and approved by the Supervisor of Buildings and Grounds. Custodial employees with three (3) or four (4) weeks vacation credit may take one (1) week during the school year and maintenance/grounds employees with three (3) or four (4) weeks vacation credit may take vacation during the school year with Supervisor's approval, based on seniority. All refusals must be justified.

After one year (July to June)	2 weeks (10 days)
After five years (July to June)	3 weeks (15 days)
After ten years (July to June)	4 weeks (20 days)

Prorated credit for vacation for initial employment or termination of employment is as follows:

Two (2) weeks	=	.834 days per month
Three (3) weeks	=	1.25 days per month
Four (4) weeks	=	1.67 days per month

N. The Board will pay **\$250.00** to all employees in the Custodial/Maintenance department who have completed twenty (20) years of continuous service with the Board of Education.

ARTICLE VI - SICK LEAVE

- A. All twelve month Employees shall be entitled to twelve sick leave days each year. Unused sick leave days shall be accumulated from year to year with no maximum limit. Unused personal days will be accumulated as sick days (ARTICLE VIII 2).
- B. Employees shall be given a written accounting of accumulated sick leave days no later than September 15 of each year.
- C. The Board of Education reserves the right to request a doctor's certificate for employee absence, where abuse of this benefit is indicated.
- D. Sick Leave Reimbursement:
The Collingswood Board Of Education will, upon retirement from the district, as certified by the Division of Pensions, pay the retiring employee retirement pay for the accumulated sick leave days accrued while in the employment of the Collingswood School District.
 - 1. Payment shall be made in accordance with the following conditions for those employees who retire after July 1, 1992. Maximum payment for each accumulated unused sick day shall be **\$27.80 per day for 2004-2005, \$28.65 per day for 2005-2006 and \$29.50 per day for 2006-2007.**
 - 2. Maximum possible number of sick days shall be 120 days
 - 3. Employees must be retiring with a minimum of twelve (12) years experience in the Collingswood School District.

ARTICLE VII - TEMPORARY LEAVES OF ABSENCE

- A. All Employees shall be entitled to the following temporary non-accumulated leaves of absence, with full pay each year.
 - 1. Two (2) days of absence for personal, legal, business, household, or family matters which require absence during working hours. Application to the Employees immediate superior for personal leave be made at least two (2) days before taking such leave (except in the case of emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than that he is taking it under this ARTICLE. Personal leave may not be taken the **workday** before or the **workday** after a scheduled **BSE** holiday.
 - 2. Personal days not used in a contract year will not be cumulative, but will convert to accrued sick days, as of the end of the contract year.
 - 3. Up to eight (8) days are set aside for use under the following circumstances with no deduction of pay:
 - a. Up to five (5) days to be used for death or serious illness of spouse, child, parent, brother or sister, grandparent, grandchild, and corresponding in-laws.
 - b. Up to three (3) days for death of **all others** not listed, in paragraph 3a, with no more than one (1) day to be used for each occurrence.
 - c. Up to three (3) days for adoption of a child to be used for legal matters and family adjustments related to the adoption.
 - 4. Additional days may be granted by the Board upon the recommendation of the Superintendent.

ARTICLE VIII - JOB CLASSIFICATION

- A. It is in the interest of both parties concerned to maintain the highest standards for the Collingswood School system within our means. Every employee covered by this Agreement is hired for either a specific job or a variety of jobs placed in a job classification for salary purposes as outlined in Schedule "A".
- B. The Supervisor of Buildings and Grounds has the authority to temporarily place an employee on any job, when in their opinion the employee has the capability of doing the work, to facilitate getting a job done.
- C. Employees that work in a higher classification, pursuant to sub-ARTICLE 2 above, for five consecutive days shall receive pay for the time worked in the higher classification.
- D. The Board Committee agreed that there will be a staff liaison committee, made up of the Building Service representatives and Administration. The Board committee may be requested to attend. This committee will meet at the request of either party.

ARTICLE IX - WORKING HOURS

- A. Regular workday for employees on day shift shall be eight (8) hours per day exclusive of lunch breaks. Regular workday for employees on the second (2) and third (3) shift shall be seven hours, exclusive of lunch breaks.
- B. The regular workweek shall be five days per week. **Workweeks to be determined by administration to meet district needs.**
- C. The work year shall run from July 1, to June 30.
- D. In order to provide maximum efficiency and building coverage, three standard shifts are provided; **however, for the position of "floater" administration reserves the right to adjust shift hours with two weeks notice to address district needs.**
 - 1. Day-Shift(s) 6:00 a.m. to **2:30 p.m.** / 7:00 a.m. to **3:30 p.m.**
 - 2. Mid-Day Shift(s) 9:30 a.m. to **6:00 p.m.** Sept. 1 – Nov. 30 / Mar. 1 – day after school closing
1:00 p.m. to **9:30 p.m.** Dec. 1 – Feb. 28/29
 - 3. Evening shift 3:00 p.m. to 11:00 p.m.
 - 4. Night shift 11:00 p.m. to 7:00 a.m.

All day and mid-day shifts include one-half (1/2) hour for lunch. All other shifts include one (1) hour for lunch. The official lunch time will include any travel time for personal business.
- E. Employees working other than the above shifts shall be paid in accordance with ARTICLE V of this Agreement.
- F. The working hours and work shifts as stated in this paragraph, pertain only to such time as schools are in session. Working hours and work shifts during summer vacation and other holiday periods shall be at the discretion of the Supervisor of Buildings and Grounds.

- G. All employees shall be entitled to two (2) ten minute breaks each working day. Time at which breaks and lunch periods shall be taken will be determined by the Supervisor of Buildings and Grounds to avoid interference with the operation of the school system. **The official break time to include any travel time for personal business or travel between buildings.**
- H. **During periods requiring snow removal, employee start and dismissal time for each day shall be determined by the Supervisor of Buildings and Grounds at his discretion to meet district needs. The Buildings and Grounds Supervisor will deliver and publish the office start time for snow removal prior to November 1. Time that exceeds eight (8) hours in that day shall be considered overtime pursuant to Article V.C. of this Agreement.**

ARTICLE X - UNIFORMS

- A. For the purpose of appearance and identification, all employees shall be in uniform during the school year (September 1 through the last day for teachers) as often as possible and practical at all other times. In keeping with the above practice, the BOE agrees to reimburse every employee a maximum of **\$174.00 for 2004-2005; \$179.00 for 2005-2006, and \$184.00 for 2006-2007** for the replacement of the uniform or shoes. Proof of purchase must be presented to the Business Office through the Supervisor of Buildings and Grounds. Payments will be made through the voucher system **within one (1) month of the submittal of all appropriate documentation.**

SHIRT: BLUE COLLARED SHIRT (no print unless appropriate to Board of Education)
PANTS: DARK BLUE WORK PANT (jeans are unacceptable)
SHOES: APPROPRIATE FOR ASSIGNMENT

At no time will slippers, sandals, clogs or bare feet be acceptable.

- B. At the start of employment the employee is required to purchase one uniform and after completing probationary period, becomes required to purchase a second uniform. Refunds will be made as described in paragraph. 1.
- C. Effective July 1, 1981, all building service employees may exercise the option to purchase shoes (one pair) in lieu of the two yearly uniforms for all regular employees. The cost of the shoes shall not exceed the money allotted for two sets of uniforms.
- D. During the period of probation, an extra uniform will be necessary and must be purchased by the employee.
- E. The Board of Education will provide coveralls, appropriate snow removal clothing and gloves and floor refinishing boots for those employees which the Supervisor of Buildings and Grounds deems necessary.

ARTICLE XI - NEW JERSEY STATE CERTIFICATION APPLICABLE TO TRADES

- A. The BOE agrees to make annual allowances to employees holding current State Certifications relative AND NECESSARY to their trades--Fireman, Electrician, Plumber, etc. as follows:
 - 1. The annual allowance for a "Full time at trade" employee will be **\$580.00 for 2004-2005, \$598.00 for 2005-2006, and \$616.00 for 2006-2007.** "Full time at trade" means an employee whose principal duties are that for which s/he is certified and not necessarily based on total hours.

2. The annual allowance for a "Part time at trade" employees will be **\$290.00 for 2004-2005, \$299.00 for 2005-2006, and \$308.00 for 2006-2007.** "Part time at trade" means an employee whose principal duties are other than that for which s/he is certified, although employee will be available when needed.
3. All unit members may be required to participate in obtaining a Black Seal license. Those who are not successful will not receive any penalty. All expenses shall be paid by the Board of Education and classes will be held during the employee's workday with no loss in pay.
4. Required and approved travel in personal vehicle shall be reimbursed at the IRS rate.
5. **Effective July 1, of each year, the Buildings and Grounds Supervisor will publish a list of all licenses or certificates held by each employee in the bargaining unit.**
6. **"Effective July 1, the Board of Education will provide the Building Services Association with a list of trade certificates and/or licenses that are necessary to the district and that will be granted a stipend. As of December, 2004, this list includes: Black Seal, New Jersey Electrician License, Universal Refrigerant Technician Certificate, HVAC-R, Pesticide and New Jersey Plumber License."**

ARTICLE XII - INSURANCE PROTECTION

- A. The Board shall have the right to provide health insurance benefits under a carrier selected by the Board after consultation with the BSE provided that there is no reduction of benefits from the current levels of benefits provided by the N.J. State Health Benefits Program. Prior to ratification of the Agreement, the Board Secretary and the Association President shall sign off on a listing of N.J.S.H.B. level of benefits which shall serve as a benchmark for any further references.

1. Changes to the level of benefits shall include:

Patriot V	Specialist co-pay from \$5.00 to \$15.00
	Outpatient mental health to \$25.00 co-pay/30 visits
	ER co-pay from \$25.00 to \$50.00
Patriot X	Specialist co-pay from \$15.00 to \$25.00
	ER co-pay from \$35.00 to \$50.00

2. As of July 2001, each employee will annually contribute by payroll deduction an amount equal to 2% of the employee's annual health insurance premium. The payment will be deducted over ten (10) months (September through June). This contribution will be deposited into a third party account called the "Cafeteria Plan" (administered by a third party) to be used for payment toward the cost of maintaining the employee's health insurance.
3. The employee will not be held responsible for mishandling of funds, penalties, or service charges through this premium only contribution plan.
4. The BSE will be given written notification of premium rates prior to September 1 of each year for notification to its members.

5. Any available options under IRS ARTICLE 125 regulations will be mutually agreed upon by both the BSE and BOE. In the event that an employee utilizes any of the mutually agreed upon options, any charge for these options will be collected monthly through payroll deductions. The Board will bear no cost related to an employee's selection of an option.
 6. Any unused funds remaining in these plans shall be refunded to the plan as per IRS regulations.
 7. If an employee declines insurance protection by the Board and provides proof of coverage in another plan, the employee will be paid an amount equal to 30% of the cost of the declined insurance protection according to the following schedule - 1/2 paid January 1, 1/2 paid June 30.
- B. All employees of the Board are covered by a Policy of Insurance under the New Jersey Laws regarding Workers' Compensation. It is essential that any employee suffering injury while carrying out his duties notify the school within 24 hours of such injury, however minor.
 - C. The Board of Education shall provide an employee and dependent coverage prescription plan with a **\$10.00 (Generic), \$15.00 (Name Brand), and \$5.00 (Mail-in)** co-pay provision.
 - D. The Board of Education shall continue to provide a full family dental insurance plan from July 1, **2004** through June 30, **2007**.
 - E. The total cost to the Board of Education for prescription and dental plans provided above shall not exceed the rates in effect on June 30, **2007**.
 - F. The BSE agrees to a reopener of this contract for insurance purposes only to adjust insurance coverage to be consistent with the benefits design of the CEA. The BOE and BSE agree to adjust the individual salary rates for all BSE employees consistent with the estimated increase of the out of pocket cost associated with the new plan.
 - G. Auto Vandalism Fund - Each school year the Board shall provide a maximum of \$250.00 to be paid at the end of the school year on a proportionate basis for any employees' automobiles damaged while on the school premises. Reimbursements shall only be made where written reports of damage had been submitted and confirmed by building administration.

ARTICLE XIII - BSE PRIVILEGES

- A. Subject to the Superintendent's approval, the BSE shall have the right to use the facilities of the school district at reasonable times when such facilities are not in use. The BSE shall pay for the reasonable cost of all materials, service, and supplies incident to such use, and for any repairs or replacements necessitated as a result thereof.
- B. The BSE and its representatives shall have the right to meet in school buildings provided that the meeting places are not otherwise scheduled for use. The BSE shall pay reasonable costs for maintenance when such costs are incurred.
- C. Due to the twenty-four hour working schedule for the BSE members, the BOE agrees to cooperate by excusing certain employees from work in order to attend at least one meeting each month for a period of one hour without loss of pay. This would be subject to approval by the Superintendent of Schools.

- D. The provisions of this ARTICLE shall be null and void during periods of job action against the BOE.
- E. Dues for all represented employees will become a payroll deduction with the consent of the employee, in writing, to the payroll office.

ARTICLE XIV - CHANGE IN SCHOOL CALENDAR

- A. Snow days or other reasons may cause changes in the school calendar. When changes in the school calendar cause the schools to be open on days listed in ARTICLE V, **Section L** all employees will report for work.

ARTICLE XV - JOB SECURITY

- A. All BSE members will receive an evaluation record each year during the month of May. In the event that a worker is required to assume additional responsibilities, work performance will be evaluated accordingly.

Evaluations shall be completed on Schedule "C" as provided/attached.
- B. The BOE agrees to consider upgrading an employee when a position is deemed necessary and the employee is recommended for the position by the Supervisor of Buildings and Grounds.
- C. The BOE also agrees that the BSE will be notified prior to any change in employees status.
- D. The BOE shall be the sole final determination in an upgrading and employment. Their decision is not subject to the "Grievance Procedure."
- E. An employee who is terminated, whether for reduction in force or other cause, shall have the right to appeal that termination to the Commissioner of Education, for a determination as to whether the action was arbitrary, capricious or unreasonable.
- F. Reduction in Force -- In case of a reduction in force, BSE members will be laid off in the inverse order of seniority (last hired, first RIF'ed) by classification. The BSE will be notified and consulted prior to any reduction in force.
- G. As of October, 1998, absent a reduction in force, the present number of full time staff will remain unchanged. If a reduction in force is necessary, all part time positions will be eliminated before full time employees are affected.

ARTICLE XVI - AGENCY SHOP

- A. Purpose of Fee:

If an employee does not become a member of the BSE during any membership year during the duration of the term of the most current contract, which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the BSE for the membership year or part thereof. The purpose of this fee is to offset the employee's per capita cost of services rendered by the BSE as majority representative.

Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representative under proceedings established and maintained in accordance with the provisions of Chapter 477, P.L. 1979 N.J.S.A. the return of any part of that fee paid which represents the employee's pro-rata share of expenditures by the majority representative that is either in aid of activities or cause of 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 of the bargaining unit.

B. Amount of Fee

Notification:

Prior to the beginning of each membership CALENDAR year, the BSE will notify the Board in writing of the amount of the regular membership dues, initiation and assessments charged by the BSE to its own members for the membership year. The representation fee to be paid by non-members shall not exceed 85% of said dues, fees and assessments.

C. Deduction and Transmission of Fee

1. Notification:

Once during each membership year, covered in whole or in part by this agreement, the BSE will submit to the Board a list of those employees who have not become members of the BSE for the then current membership year. The Board will deduct from the salaries of such employees in accordance with paragraph 2 below, the pro-rata amount of the representation fee and promptly will transmit the amount so designated to the BSE. First, the BSE must establish and maintain a statutory Demand and Return System, the existence and continual maintenance of which shall be certified by the BSE to the Board.

2. Payroll Deduction Schedule:

The Board will deduct the full or pro-rata representation fee in equal installments as nearly as possible, from the paycheck paid to each employee on the aforesaid list during the remainder of the membership year in question. The deduction will begin as quickly as administratively possible.

- a. After receipt of the aforesaid list by the Board; but not sooner than 30 days following the beginning of the employee's employment.
- b. Where the employees 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 deduction 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.

3. Termination of Employment:

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

D. Mechanics:

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

2. Changes in the list provided for in paragraph C.1. will be in accordance with the present Automatic Payroll Deduction of dues.

E. New Employees/Members of the Bargaining Unit:

1. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the BSE 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.
2. The date of beginning employment will have said to begin on the effective date when the employee is placed on the payroll as a permanent employee.

F. Notice and Information:

1. The Board shall give the BSE, within 30 days of the receipt of a written claim, demand, suit, or other form of notice, where under employer will demand indemnification as hereunder provided, notice of said claim, demand, suit or otherwise and provide to it, copies of documents evidencing the same.
2. The BSE shall indemnify and hold harmless the employer against any and all claims, demands, and suites, demand and return proceedings or claims related thereto, that may arise out of the inclusion of this ARTICLE in this contract, its interpretation or its administration and implementation by the union or the employee, including legal fees and the cost of defense and damages.
3. The Board agrees to cooperate fully with the BSE in gathering evidence, securing witnesses, and in all other aspects of said defense in accordance with the law, Rules of the Court and the Canon of Ethics.

G. Definitions:

1. The Calendar years versus School Year - The BSE operates under the Calendar year principle.
2. Clarification of the date of Permanent Employment: An employee hired in September of a given year will pay the full representation fee.
3. An employee hired in any following month will pay a pro-rata amount of the representation fee based on twelve (12) monthly deductions.
4. A permanent employee is defined as someone who is issued a permanent contract.

Schedule "B"

BUILDING SERVICE EMPLOYEES
GRIEVANCE REPORT

Grievance # _____

Grievant: _____

1. Date of Grievance:

2. Statement of Grievance:

3. Nature and extent of injury, loss, or inconvenience:

4. Result of previous discussions:

5. Dissatisfaction with decision previously rendered:

6. Expected relief or corrective action or alternatives sought:

Distribution of report:

1. Business Administrator
2. Supervisor of Buildings/Grounds
3. Building Service Employee
4. Chairperson BOE Personnel Committee
5. Employee

STEP	2006-07 CLASS A	2006-07 CLASS B	2006-07 CLASS C	2006-07 CLASS D
1	\$ 24,639	\$ 25,435	\$ 27,304	\$ 32,417
2	\$ 25,693	\$ 26,489	\$ 28,358	\$ 33,471
3	\$ 27,011	\$ 27,807	\$ 29,676	\$ 34,789
4	\$ 27,778	\$ 28,608	\$ 30,558	\$ 35,893
5	\$ 28,549	\$ 29,413	\$ 31,443	\$ 36,997
6	\$ 29,344	\$ 30,243	\$ 32,356	\$ 38,138
7	\$ 30,175	\$ 31,112	\$ 33,312	\$ 39,334
8	\$ 30,344	\$ 31,281	\$ 33,482	\$ 39,503
9	\$ 30,513	\$ 31,450	\$ 33,651	\$ 39,672
10	\$ 30,683	\$ 31,619	\$ 33,820	\$ 39,842
11	\$ 30,852	\$ 31,789	\$ 33,990	\$ 40,011
12	\$ 46,116	\$ 47,052	\$ 49,253	\$ 55,275
13	\$ 46,285	\$ 47,222	\$ 49,423	\$ 55,444
14	\$ 46,454	\$ 47,391	\$ 49,592	\$ 55,613
15	\$ 46,624	\$ 47,560	\$ 49,761	\$ 55,783
16	\$ 46,793	\$ 47,730	\$ 49,930	\$ 55,952
17	\$ 46,962	\$ 47,899	\$ 50,100	\$ 56,121