

**NUTLEY BOARD OF EDUCATION**  
**and the**  
**EDUCATION ASSOCIATION OF NUTLEY**  
(Custodial Unit)

**July 1, 2004 - June 30, 2007**

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**ARTICLE I - RECOGNITION**

The Board recognizes the Education Association of Nutley (EAN) as the sole exclusive representative for purposes of collective bargaining with regard to terms and conditions of employment for all custodians, groundskeepers and maintenance staff employed by the Nutley Board of Education. Excluded shall be managerial personnel.

**ARTICLE II - NEGOTIATIONS PROCEDURE**

- A. The Board and Association recognize that the herein described procedure requires the good faith effort on both sides to reach agreement. To this end the parties agree to exchange proposals for a successor agreement and shall thereafter commence meeting at a mutually satisfactory place and time. The parties agree to bargain in accordance with Chapter 123, Public Laws of New Jersey.
- B. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the Board and Association.

### ARTICLE III - GRIEVANCE PROCEDURE

- A. Definitions:  
A grievance is a complaint by an employee or the Association that there has been a violation of or improper or unjust interpretation of this Agreement.
- B. Procedure:  
A grievance shall be filed within twenty (20) work days of the occurrence, or within (20) work days after the individual should have reasonably known of its occurrence. All grievances should be filed at the appropriate level. Failure to act within this time shall be considered an abandonment of the grievance. Timelines may be extended by mutual agreement.
  - 1. Level 1  
  
A grievance shall first be addressed to the principal or immediate supervisor. The grievant shall state the alleged violation and remedy sought. The principal or supervisor shall review the grievance and respond within ten (10) working days.
  - 2. Level 2  
  
If a grievance is not resolved at Level 1, it shall be submitted to the Business Administrator or designee in writing within ten (10) working days of determination at Level 1. The Business Administrator shall issue a written response within ten (10) working days of receipt of the grievance.
  - 3. Level 3  
  
Grievances not resolved at Level 2 shall be submitted to the Superintendent of Schools in writing within ten (10) working days of the decision at Level 2. The Superintendent shall issue a written response within fifteen (15) working days of receipt of the grievance.

4. Level 4

If the grievant is not satisfied with the decision of the Superintendent at Level 3, the grievance shall be submitted in writing to the Board of Education within ten (10) working days of receipt of the Superintendent's response at Level 3. The Board of Education shall make a final determination in writing no later than twenty (20) working days from receipt of the grievance. Upon a written request, the employee shall be entitled to a hearing before the Board. In such an instance the twenty (20) days shall run from the hearing.

5. In the event an employee is dissatisfied with the determination of the Board, she/he shall have the right to request arbitration by filing a written request for arbitration with the Board within fifteen (15) days following its determination. In such event both the Board and the Association shall each designate an arbitrator within fifteen (15) days thereafter. If the parties are unable to agree on an arbitrator within fifteen (15) days, the Association shall file with the Public Employment Relations Commission (PERC). The arbitrator shall be selected in accordance with PERC procedures. The decision of the arbitrator shall be final and binding upon the Board and the employee, and shall be enforceable in any court of competent jurisdiction. The arbitrator shall consider and decide only the issues presented to him/her and shall add nothing to, nor subtract anything from the explicit terms of the agreement. The cost of the arbitrators' services shall be shared equally by the Board and the Association, but both shall bear their own other costs.

6. In any case, where a grievance is based upon the direct order, ruling or determination of the Superintendent, the aggrieved employee may appeal directly to the Board within ten (10) working days of the time when same has been brought to the employee's attention, by filing with the Board in writing setting forth:
- a. the order, ruling or determination complained of;
  - b. the basis of the complaint;
  - c. a request for a hearing if a hearing is desired.

A copy of the above shall be served upon the Superintendent and Association who shall have the right to reply in writing thereto. A copy of such replies shall be served upon the aggrieved employee. The procedure for processing such grievance shall be the same as that set forth above.

7. Miscellaneous

- a. An employee processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

- b. All documents related to the processing of a grievance will be kept apart from the employee's personnel file.
- c. The employee shall have the right to present his/her own appeal or to designate a representative to appear with him/her at any step of his/her appeal.

#### ARTICLE IV- DISABILITY AND CHILD CARE LEAVES

- A. Requests from staff for leaves of absence on account of temporary disability shall be granted in accordance with applicable federal and state law and regulation, as well as the following guidelines:
  - 1. Disability leave of absence shall be supported by a physician's certificate attesting to the period of disability.
  - 2. Accumulated sick days may be utilized during the disability period.
  - 3. Except as otherwise required by law, a nontenured employee shall be entitled to a leave only up to the expiration of his/her contract.
  - 4. An employee may be relieved from duty if he/she cannot obtain a physician's certificate that he/she is medically able to continue working or for other reasons applicable to all employees under Title 18A.
- B. A request from a non-probationary custodian for an extended leave of absence due to childcare or adoption of a child shall be acted on individually by the Board upon the recommendation of the Superintendent. Such leaves shall be granted consistent with federal and state law. Applications for leave beyond statutory requirements which are received by April 1 of the initial leave year or thirty (30) days following the date of birth or adoption of the child, whichever is later, shall be granted for the subsequent full school year. No further extension shall be granted.

#### ARTICLE V - EMPLOYMENT STATUS

- A. All new employees shall serve a probationary period of three (3) months.
- B. No permanent employee shall be disciplined, reduced in salary for disciplinary purposes, suspended, non-renewed, or dismissed without just cause.
- C. Seniority - In the event of a reduction in force the staff shall be reduced in reverse order of seniority. Seniority is determined by length of service to the district first, and time in title second. Employees may only exercise "bumping

rights" over staff in the categories of custodian and/or grounds keeper personnel. Where length of service is identical between two or more employees the Board shall determine who is retained.

- D. Employees shall be hired on a year to year basis. Employees to be discharged during the term of the contract shall receive forty-five (45) days' notice. For non-renewal at the end of the contract a forty-five (45) days notice is required.
- E. In the event that the Board of Education replaces any Unit positions by virtue of subcontracting or privatization, any employees who are terminated as a result of this action shall be entitled to receive two months' compensation at the salary rate paid as of the time of termination. In addition, health, dental and prescription benefits will continue for two months on the same terms as active employees.

#### ARTICLE VI - OVERTIME

- A. Overtime shall be computed for all time worked in excess of forty (40) hours in one (1) week at one and one-half (1-1/2) times the hourly rate of pay. An employee shall be paid at twice the normal rate of pay (double time) after working fourteen(14)consecutive hours (excluding lunch). This amount will be paid for any time worked that day beyond the fourteen(14) consecutive hours.
- B. All vacations, holidays and other paid leave days contained in this Agreement shall be considered as if worked for the purposes of calculating overtime during any work week. Holidays shall be paid at double time. The holidays referred to shall be limited to Christmas Eve, Christmas Day, New Years Eve, New Years Day, Good Friday, Easter, Memorial Day, Thanksgiving Day, Labor Day and July 4<sup>th</sup> . There shall be a total of ten holidays paid at this rate.
- C. Management agrees to attempt to distribute overtime as equitably as possible over the year. Both parties acknowledge that overtime runs with a building. The Board shall maintain an overtime list for each of the following jobs locations: **Each school location and the maintenance/grounds garage.** Special skills overtime shall be given to employees with those qualifications (examples: plumbing, electrician). This time shall be credited toward their overtime.
- D.
  1. Contracted employees will be given preference in being assigned to overtime work for after-school events, weekend events and holiday events when it is determined by the administration that overtime coverage is necessary.
  2. Overtime work which may occur as a result of replacing absent employees may be assigned to contracted employees if the administration finds that such assignment(s) is in the best interest of the school district.
- E. Employees' overtime on cards submitted by the end of the month will be paid the 15th of the next month. Employees' overtime on cards submitted by the 15th of the month will be paid by the 30th of the same month. In December the overtime cards must be submitted by December 5 to be paid in the second check.

## ARTICLE VII - CALL-OUT TIME

- A. Any employee recalled to work at a time which is not connected to the beginning or end of his/her regular shift shall receive a minimum of two (2) hours' pay at the rate of one and one half (1-1/2) time the hourly rate. If any employee remains on assignment after a regular shift, payment shall be only for actual time worked.
- B. For a regularly scheduled assignment on a Saturday or Sunday where the scheduled organization fails to appear, the employee shall be eligible for the call out minimum.

## ARTICLE VIII- WORK CLOTHES AND MATERIAL

- A. Employees will be provided up to \$150 each for each year of the agreement to purchase work-related footwear. Procedures for purchasing footgear or receiving reimbursement for same will follow the normal processes established by the Business office.
- B. Each year quality employee uniforms shall be provided as follows:  
four (4) regular shirts, four (4) t-shirts, two(2) sweatshirts, three (3) pairs of work pants or in place of one (1) pants and one (1) shirt, a pair of coveralls.
- C. Female employees may substitute three (3) pairs of slacks and four (4) blouses.
- D.
  1. Grounds crew and maintenance will receive outer coats for cold weather every other year.
  2. All other employees shall be entitled to an outer coat once every three years.
- E. The Board will provide rain gear for all employees. The style and design of said rain gear will be approved by the administration. Rain gear will be replaced when the Board deems it necessary.
- F. Employees who may be required to perform asbestos operation and maintenance activities pursuant to AHERA law shall be provided with all necessary equipment and protective clothing. This equipment and clothing shall be of a quality sufficient to ensure the safety of each employee.
- G. The Board will reimburse an employee up to a maximum of \$300 per occurrence if the employee's eyeglasses or external hearing aid is damaged as a result of an employment related accident The Board will make payment in the event the loss is not covered by the district's worker's compensation insurance or other insurance that may be available. Employees must report any loss of this type immediately as in the reporting of any employment related injury.

## ARTICLE IX - LEAVES OF ABSENCE

A. Funeral

1. In the case of the death of a member of the immediate family (spouse, father, mother, brother, sister, child, father-in-law, mother-in-law), wherever domiciled, or any relative domiciled in the custodian's residence, no deduction in salary will be made for a period not to exceed five (5) consecutive days, one day of which shall be the day of death or the day of burial.
2. In the case of the death of a grandparent, nephew, niece, uncle, aunt, sister-in-law, or brother-in-law, not domiciled in the same residence, no deductions in salary will be made for absence on the day of the funeral.

B. Sick Leave

1. Employees shall receive twelve (12) sick leave days per year for absence because of personal disability or illness.
2. Sick leave is defined as absence from duty because of personal disability due to illness or injury or because of exclusion from school by the medical authorities on account of a contagious disease or being quarantined for such a disease in the immediate household.
3. If an employee is absent, a doctor's certificate may be requested by the administration and shall be produced within five (5) days before any pay is deducted. If a doctor's certificate is not produced, the employee consents to a payroll deduction for the absence.
4. The Business Administrator may at any time require proof of illness of an employee on sick leave whenever such a requirement appears reasonable to the Business Administrator.
5. Upon return from sick leave, the Board of Education may require an employee to submit a certificate of a physician stating that the employee is fit to return to full duty.
6. Each employee shall be notified each September of the amount of accumulated sick days to date.
7. Sick time may be accumulated according to the provisions of 18A.
8. An employee shall be paid for unused sick days at the rate of \$50 per day for a maximum of 125 days upon actual retirement (not vesting) after ten (10) years of employment by the Board.
9. If an employee, aged 60 years or over, who has been employed in the Nutley School District for at least fifteen (15) years should die while under contract the current rate of pay for sick days up to 125 days will be paid to his/her

estate.

C. Personal Leave

1. a. A total of five (5) days personal leave without deductions in salary during a year may be granted by the Superintendent of Schools and/or Secretary/Business Administrator to an employee.

Listed as reasons for a personal leave are the following:

1. Illness in immediate family
2. Death of a close friend or relative not covered in paragraph A above (1 absence)
3. Business appointment
4. Household emergency
5. Marriage (1 absence)
6. Religious holidays
7. Personal to staff member(1 absence only)

The personal day listed in subsection 7 above may not be taken on any workday immediately before or after a vacation day, holiday, or other personal day listed in subsections 1 through 6 above.

- b. 1. Employees hired after July 1, 1992 will be eligible for up to three personal days per year during the first three years of employment under the same procedures as other buildings and grounds employees. An employee hired during the year will not become eligible for the five day allotment until July 1 of the third year of his/her employment.
2. Any unused personal leaves shall be added to the sick leaves of the employee for the following year. The maximum number of sick days that may be accumulated in any one (1) year is a total of fifteen (15) days.
3. Temporary leaves of absence without pay for illness or family leave shall be available as required under applicable federal or state law. Other temporary leaves of absence with or without pay may be granted by the Board for good reason.
4. All employees covered by this agreement will be excused from work with pay on any day jury duty is served regardless of the employee's shift.

## ARTICLE X - HOLIDAYS

- A. The work year shall be the same as that adopted by the Board for all twelve (12) month employees.
- B. In the event that any of the holidays occur during an employee's vacation period, the day so recognized shall not be counted as part of the employee's vacation. In such instances, the employee shall have available an additional vacation day.
- C. On the day before Thanksgiving and on the last work day before the Christmas recess, if the district schedules a single-session day, then all employees whose work day commences at 7:30 a.m. or before, shall be permitted to leave at 2:00 p.m. Employees whose workday commences after 7:30 a.m. shall be allowed to leave 2 hours earlier than their regular quitting time.
- D. Any work days in February or April when schools are closed for pupils as a result of school vacations will be a work day for employees of seven and one-half hours (excluding lunch),
- E. Summer hours shall begin on July 1 and continue through Labor Day. All employees shall be permitted to leave one half ( $\frac{1}{2}$ ) hour early on Fridays.

## ARTICLE XI - VACATIONS

- A. Vacations with pay, for twelve month employees employed prior to July 1, 1992, shall be as follows:
  - 1. Anyone employed for a period of one (1) year or less, prior to July 1 of any year, shall receive one-half ( $\frac{1}{2}$ ) day vacation for each month with a maximum of five (5) days. To be credited with one-half ( $\frac{1}{2}$ ) day vacation for the month, the employment must begin prior to the 15th of said month.
  - 2. Anyone employed more than one (1) year, prior to July 1 and less than three (3) years, shall receive then (10) days vacation.
  - 3. Anyone employed three (3) years or more, prior to July 1, shall receive ten (10) days vacations, plus one-half ( $\frac{1}{2}$ ) day for each month in excess of three (3) years of service, with a maximum of fifteen (15) days. The fifteen (15) days vacation will be given through seven (7) years of service.
  - 4. Anyone employed more than seven (7) years prior to July 1 shall received fifteen (15) days vacation, plus one-half ( $\frac{1}{2}$ ) day for each month in excess of seven (7) years of service, with a maximum of twenty (20) days.

- B. Employees hired after July 1, 1992 will be eligible for vacation on the following basis:
1. If an employee is employed less than one (1) year prior to July 1 of any year he/she shall receive one-half (1/2) vacation day for each month with a maximum of five (5) days. To be credited with one-half (1/2) day vacation for the month, the employment must begin prior to the 15th of said month.
  2. Once an employee has completed at least one (1) year's service as of July 1, he/she shall receive ten (10) days vacation.
  3. Additional vacation days will be granted to employees on the following basis:
    - a. After 6 years - 15 days
    - b. After 11 years - 16 days
    - c. After 12 years - 17 days
    - d. After 13 years - 18 days
    - e. After 14 years - 19 days
    - f. After 15 years - 20 days
- C. Any employee who has completed twenty-five (25) years of employment will receive twenty-two (22) vacation days per year.
- D. 1. Vacation for Resigning Employees: In order to be eligible for a vacation in any one year, employment must be for at least three (3) months after July prior to date of resignation. Vacation will be prorated on the following basis: 25% for three (3) months; 50% for six (6) months; 75% for nine (9) months.
2. Active Employees: In order to be eligible for a vacation in any one year, employment must be for at least three (3) months after July 1. Vacations will be pro-rated on the following bases -- 25% - three (3) months; 50% - six (6) months; 75% - nine (9) months. It is recommended these vacations be taken during regularly scheduled vacation periods and at the discretion of the Business Administrator if other dates are requested.
- E. In computing the salary for a period less than ten (10) days of all employees engaged and paid on a 12-month basis, 1/240 of a year's salary shall constitute a day's pay, regardless of the number of days in the month in which the vacation is allowed. If a person is entitled to ten (10) days vacation, one-half (1/2) month's salary shall be paid.

- F. Credit will be given employees transferred from a 10-month position to a 12-month position by action of the Nutley Board of Education by multiplying the number of years of employment by 10 -- giving the total number of months employed. Divide this by 12, i.e., 10 months for six (6) years -- 60 months, divided by 12 months equals five (5) full years of credit. The vacation shall then be granted according to this Article.
- G. Seniority shall be a factor to be considered when establishing vacation schedules.
- H. Twelve (12) month custodians shall generally take vacations subject to the approval of the Business Administrator.
- I.
  1. The Business Administrator shall solicit each February a tentative schedule\ from employees. The employees shall be notified of acceptance prior to April 1.
  2. Employees shall be eligible to take no more than two(2) weeks of vacation time during the school year if they apply for it. However, applications for vacation time during the school year must be requested at the time of the original application. The request will be reviewed by the Business Administrator who will have the discretion to grant it or not on a case-by-case Basis, and in accordance with the guidelines and/or procedures established by the Business Administrator. The decision to grant the request will not be subject to the grievance procedure, however, the employee shall have the right to appeal the decision of the Business Administrator to the Superintendent of Schools for final disposition.
- J. If an employee has been scheduled for vacation days and illness or any personal business interferes with his/her personal vacation plans, the scheduled vacation days are still counted as vacation days taken except that an employee who was absent for at least five (5) consecutive days prior to his/her vacation may, at the employee's option, reschedule the vacation days. In the event of extenuating circumstances that occur which affect the employee's scheduled vacation, the employee may request that the Secretary/Business Administrator reschedule the affected days. The Secretary/Business Administrator will have the discretion to grant or not grant this request, and his/her decision shall not be subject to the grievance procedure.
- K. Probationary employees who received permanent status by action of the Board shall be considered as employees from the initial date of hire and shall accrue vacation time as outlined in this Article. An employee who does not satisfactorily complete his/her probationary period shall not be entitled to any vacation.
- L. In the event of the death of an employee prior to the collection of earned vacation pay, payment of the earned vacation pay amount will be made to the estate of the employee.
- M. An employee shall have the right to request utilization of up to ten (10) vacation

days that have been earned or are being earned prior to June 30 of each year, provided that the employee has been employed by the Board for at least three years.

The nature of the request must be related to a personal hardship and also due to the fact that the employee has already utilized his/her regular vacation time and available personal days.

The request will be reviewed by the School Business Administrator who will have the discretion to grant it or not on a case-by-case basis. The decision to grant the request will not be subject to the grievance procedure, however, the employee shall have the right to appeal the decision of the School Business Administrator to the Superintendent of Schools for final disposition.

If any employee who has been granted a request to utilize unearned vacation days in the manner cited above should no longer be employed by the Board, then the value of any unearned vacation days that were taken shall be deducted from his/her salary.

#### ARTICLE XII - PAYROLL DEDUCTION OF ASSOCIATION DUE

- A. The Board agrees to deduct from the salaries of its employees dues for the Education Association of Nutley, the New Jersey Education Association, the National Education Association and the Essex County Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deduction shall be made in compliance with Chapter 310, Public Laws of 1967 (N.J.S.A. 52:14-15.9(e) and under the rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the Education Association of Nutley by the 15th of each month following the monthly pay period in which the deductions were made. The Association treasurer shall disburse such monies to the appropriate association or associations.
- B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice sixty (60) days prior to the effective date of such change.
- C. The Board agrees to deduct from employees' salary money for local, state and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct and to transmit the monies promptly to such association or associations. (Deductions will be discontinued only if notice of withdrawal is filed as of July 1 and January 1, succeeding the date on which notice of withdrawal is filed. Notice of withdrawal must be filed at least sixth [60] days prior to July 1 and January 1.)

## ARTICLE XIII - AGENCY FEE

A. If any employee included in the Recognition Clause does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative. The Association agrees to have in place a demand and return system.

B. 1. Notification:

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers 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, initiation fees, and assessments charged by the Association to its own members, and the representation fee shall be eighty-five (85%) of the amount, as the maximum presently allowed by law. If the law is changed in this regard, the amount of representation fee automatically will be increased to the maximum allowed; said increase to become effective as of the beginning of the Association membership year immediately following the effective date of the change.

C. 1. Notification:

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

2. Termination of Employment:

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the

full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

3. Payroll Deduction Schedule:

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 under the deduction and transmission of regular membership dues to the Association.

4. Changes:

The Association will notify the Board 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 Board received said list.

5. New Employees:

On or about the last day of the month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment.

D. 1. Liability:

The Association agrees to indemnify and hold the Board harmless against any liability in damages or legal fees which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- a. the Board gives the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph; and
- b. if the Association so requests in writing, the Board will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

2. Exception:

It is expressly understood that paragraph 1 above will not apply to any claim, demand, suit or other form of liability which may arise as a result of any type of willful misconduct by the Board or the Board's imperfect

execution of the obligation imposed upon it by this Article.

#### ARTICLE XIV - PROMOTION, ASSIGNMENT, TRANSFER

- A. 1. When a vacancy occurs in the district, the Board shall post a notice in each building at a place visible to the work staff and shall mail a copy to the Association President. Said notice shall outline the title of the position, the salary, the requirement of the position and the conditions upon which an application may be made.
- B. 1. Employees shall be given a notice of assignment and provided a job description associated with the assignment. Any change in assignment of an employee shall be made only after a conference with the employee.  
2. An employee promoted, transferred or reassigned shall not lose seniority or other benefits as a result of said change. An employee who does not successfully complete a sixty (60) day trial period to the Board's satisfaction shall be returned to his/her previous classification.
- C. Except in cases of emergency, employees who are assigned to the day shift will begin their assignments no earlier than 6:00 a.m. and no later than 8:30 a.m. Night shift employees will begin their assignments no earlier than 2:00 p.m. and no later than 4:00 p.m., except that the Board reserves the right to adjust work shift hours for not more than 1/3 of the total number of Unit employees that were employed as of June 30, 1995, when in the Board's judgment it is necessary to do so. This provision shall not be applicable to any existing work shift hours that overlap the normal day and night shifts, or part-time employees normally working less than 20 hours per week, nor shall it apply to any adjustment that is made with the consent of the employee(s) and the approval of the Business Administrator or his designee. This provision shall also not apply to any position that becomes vacant or is established during this agreement. The current practice of adjusting work shifts during the regular school vacation periods or on the day immediately preceding the Christmas vacation or days just prior to the end of the academic year shall not be affected the above. When, in the Board's judgment, it is necessary to modify shift reporting times, an attempt will be made to obtain volunteers, however, specific circumstances may dictate the need to designate specific personnel. Nothing in this provision shall affect the right of the Board to assign overtime, as the need, in its judgment, arises.

#### ARTICLE XV - INSURANCE

- A. The Board shall provide, through the New Jersey State Health Benefits Program, hospital and medical-surgical benefits as provided in the master Blue Cross, Blue

Shield, Rider "J" and Major Medical contracts subscribed to by the said Health Benefits Program.

- B. The Board shall pay the full premium for employee and his or her dependents, as defined in said contracts, for health insurance program as set forth in paragraph A.
- C.
  - 1. The Board will pay for dental insurance at the rates it paid during 2000-2001. The employees will be responsible for paying the rates they paid in 2000-2001 as well. Any increase in premiums will be shared by the Board paying 50% of the increase and the employees paying 50% of the increase. Employees payments will be by means of payroll deductions.
  - 2. New employees (hired after July 1, 1995) will receive dental benefits for employee only until they have been employed for three consecutive years plus one day, at which time they will be eligible for family coverage on the same basis as other Unit employees.
- D. New employees who remain in the employ of the Board for a period of two (2) months and work a minimum of twenty (20) hours per week will be enrolled by the Board in above health and dental insurance programs as of the beginning of the third month, provided that they apply to the Board for said coverage in the beginning of the first month.
- E. For each employee who remains in the employ of the Board for the full school year, the Board shall continue to provide the above health and dental insurance coverage until the following August 31. When necessary, premium payments on behalf of employees shall be made to assure uninterrupted participation and coverage.
- F. Retiring employees will be covered thirty (30) days after the date of retirement. Anyone whose employment is terminated and who has not been employed for a full year will be covered for thirty (30) days after the termination of employment.
- G. Any employee granted a leave of absence without pay may continue coverage for a period of four (4) months following the end of the month when his/her name was removed from the payroll. The first month will be paid by the Board of Education. For the second, third and fourth months, the employee must pay the Board of Education the total premium required.
- H.
  - 1. The Board will provide a prescription plan for employees only and will pay for prescription insurance at the rates it paid during 2000-2001. Employees will be responsible for paying the rates they paid in 2000-2001 as well. Any increase in premiums will be shared by the Board paying 50% of the increase and the employees paying 50% of the increase. Employees' payments will be made by means of payroll deductions. The co-pay provisions and all other provisions of the prescription plan will remain as existed in the previous

contract.

2. New employees (hired after July 1, 1995) will not receive prescription coverage until having completed three years and one day of consecutive employment.
- I. To the extent required by law, the Board will pay the premiums for health benefits, dental benefits and prescription benefits for any employees on leave under the terms of the Family Leave Act. Where employee contributions are required for any of the above insurance, the employee will continue to be responsible for his/her contributory share.

#### ARTICLE XVI - EVALUATIONS

All non-probationary employees shall be evaluated at least once during each year of this Agreement. Such evaluation shall be in writing and shall be retained in the employee's permanent file.

#### ARTICLE XVII - MISCELLANEOUS

- A. The Board shall make available to the Association, upon request and without charge, data relative to the administration of this Agreement.
- B. The Association agrees that during the term of this Agreement it will not authorize or cause any illegal actions by the Association or members directed against the Board of Education.
- C. The Board agrees that it will not lock out employees in the bargaining unit during the term of the Agreement.
- D. Nothing herein shall be construed to limit or restrict the parties in their right to seek and obtain such judicial relief as they may be entitled to under the law in the event of a breach of the provision contained herein.
- E. No employee shall be required to use his/her own vehicle in the specific performance of his/her duties on the job (excluding transportation from work site to work site).
- F. Minor Discipline

Employees found to have committed the following offenses will be subject to the penalties as enumerated below:

1. Smoking in school facilities or on a school vehicle - \$25 fine per offense.
2. Failure to lock up or secure doors, windows, etc. which results in call in of

another employee - Actual cost of overtime of employee called in.

3. Leaving early without permission - loss of wages for time involved plus one (1) day's suspension without pay.
  4. Employees found to have been violating work rules, district policies and/or procedures, safety rules, or directives from a person who has supervisory authority over buildings and grounds employees may be subject to a suspension without pay by the Superintendent of Schools not to exceed five work days. No suspension will be authorized unless the reason for said suspension is based on facts that are reasonably believed to be true by the Superintendent, and further, no actions of this type will be taken for any reasons that are arbitrary and capricious.
  5. The imposition of these penalties in no way restricts the Board from considering additional actions concerning a person's employment in the event the Board feels such actions are warranted.
- G. An employee shall have the right to review his/her personnel folder upon a 24 hour request. The employee shall be allowed to copy information in his/her personnel file. Any employee shall receive a copy of any information placed in his/her personnel file.
- H. The Board will annually provide up to \$3,000 to be used for reimbursement of program cost or registration fees for courses, training seminars, etc. that the Board deems beneficial to employees in the performance of their jobs in the school district. Employees must submit requests to attend such programs to the Business Administrator for his/her recommendation and subsequently to the Superintendent for approval. The decision of the Business Administrator to recommend or the Superintendent to approve will be discretionary and not subject to the grievance procedure. No employee shall receive reimbursement or registration costs in excess of \$300 in any one year. The Board, through the Superintendent, shall have the right to verify satisfactory completion of any program, course or seminar before paying any amounts under this provision and shall be the sole judge of what constitutes satisfactory completion. The annual allotment shall be disbursed to employees at end of year who have taken training courses that cost more than the one year per person allotment.
- I. The Board will pay the cost of required training classes which employees are approved to attend to maintain proper certifications for AHERA, Confined Space or other job related functions. Employees will be released from regular job responsibilities to attend these classes, but no overtime will be paid unless the actual time spent at the attendance of these classes exceeds the normal length of the employees work day.
- J. Any criticism of an employee by a person who has supervisory authority over unit employees shall not take place in front of students, parents, or members of the

general public.

- K. The Board shall establish a Custodial/Maintenance Safety Committee to discuss safety issues for the unit. The Committee shall consist of one custodian from the secondary school (High School and Middle School), one custodian from the Elementary Schools, one grounds person and one maintenance person. The Committee shall also consist of three (3) persons from administration. The Committee shall meet three (3) times per year. The meeting shall not exceed one hour in duration. Committee members shall be paid a stipend of thirty (\$30) dollars per meeting.

#### ARTICLE XVIII - COMPENSATION

- A. The following salaries shall be paid effective July 1, 2004 through June 30, 2007:

Longevity:   After 10 years service - \$1,400 above guide  
                  After 12 years service - 1,700 above guide  
                  After 17 years service - 2,000 above guide

The longevity stipend shall be implemented on the employee's anniversary date, to be effective on the first of the month if employment commenced during the first fifteen (15) days of the month, or the first day of the following month if employment commenced during the second fifteen (sixteen) days of the month.

Longevity:   After 10 years service - \$ 1,400 above guide  
                  After 12 years service - 1,700 above guide  
                  After 17 years service - 2,000 above guide

The longevity stipend shall be implemented on the employee's anniversary date, to be effective on the first of the month if employment commenced during the first fifteen (15) days of the month, or the first day of the following month if employment commenced during the second fifteen (sixteen) days of the month.

Longevity:   After 10 years service - \$ 1,400 above guide  
                  After 12 years service - 1,700 above guide  
                  After 17 years service - 2,000 above guide

The longevity stipend shall be implemented on the employee's anniversary date, to be effective on the first of the month if employment commenced during the first fifteen (15) days of the month, or the first day of the following month if employment commenced during the second fifteen (sixteen) days of the month.

ARTICLE XIX - SALARY PLACEMENT;  
IMPLEMENTATION: STIPENDS: LONGEVITY

- A. Initial placement on the salary guide is to be determined by the Board of Education upon recommendation of the Superintendent of Schools.
- B.
  - 1. Employees regularly assigned a day shift who are temporarily assigned to a night shift shall be paid the night shift differential from the start of the assignment.
  - 2. The night shift shall be defined as any shift which starts after 2:00 p.m.
- C. Employees regularly assigned to the night shift who are temporarily assigned to a day shift shall retain their night shift differential rate of pay, however, if the day shift assignment lasts for more than ninety days, and is not made for the purpose of replacing an employee who is on sick leave or other approved leave and is expected to return to work, then the night shift differential shall cease to be paid.
- D. The regular work week shall consist of five (5) consecutive days, Monday through Friday.
  - 1. Employees hired prior to July 1, 1992 who are assigned to the night shift, shall receive a 10% night shift differential to a maximum of \$3,700.
  - 2. Employees hired after July 1, 1992 who are assigned to the night shift shall receive a night differential of \$2,500 .
  - 3. Employees hired after July 1, 2001 who are assigned to the night shift shall receive a night shift differential of \$2,000.
- F.
  - 1. All employees who possess a Black Seal license shall receive a stipend of \$500 per year.
  - 2. When Black Seal license is acquired during the year, the stipend shall be prorated.
  - 3. The Board shall maintain a record of all Black Seal licenses in the district and shall notify employees of their expiration dates and reimburse the employee for the cost of license renewal upon the proper submission of a Board of Education voucher.
  - 4. The Board shall pay, to a maximum of \$150, for all course-related expenses (i.e., tuition, books, materials) for any employee who is enrolled for a Black Seal license. Failure to obtain a license within two (2) years shall require the employee to reimburse the Board.
  - 5. All Firemen shall receive a stipend of \$550 per year. Any fireman who

received a higher stipend under the previous collective bargaining agreement shall continue to receive the higher stipend until his/her separation or retirement from the District These stipends are in addition to the Black Seal stipend. It is further understood that one weekend boiler check, as necessary, is compensated as part of these stipends.

- G. The assistant grounds foreman shall receive a stipend of \$750 per year.
- H. Head of the night shift shall receive a stipend of \$750 per year.
- I.
  - 1. Employees who are temporarily assigned to work in a higher job classification shall receive the higher rate of pay commencing on the fourth (4) consecutive day of such assignment. The Board shall not replace an assigned employee in higher job classification in order to avoid the higher rate of pay to the employee. If any employee reaches the higher rate of pay category, then the pay shall be retroactive to the first day of employment in the higher job classification.
  - 2. Days when school is closed do not count towards consecutive days served.
  - 3. An employee working in a higher grade assignment who has already qualified for a higher rate of pay pursuant to the first paragraph of this Article and whose assignment is interrupted by a school vacation or holiday and whose assignment continues otherwise uninterrupted in the higher grade assignment, shall receive higher grade pay for the full period so assigned.
  - 4. Employee sick days, personal days or vacation days do not count in accruing the four (4) consecutive days required, nor shall any employee receive a higher grade of pay when he is absent due to illness, personal reasons or vacation.
  - 5. Where an employee's absence due to illness, bereavement, personal business or vacation interrupts a higher grade assignment, and on the employee's return he is immediately reassigned to the higher grade assignment, he shall continue to receive pay at the higher grade until the conclusion of the higher grade assignment.
- J. Present employees who are qualified and designated to perform asbestos operation and maintenance activities pursuant to AHERA, and other employees who become qualified and are designated to perform AHERA operation and maintenance activities shall receive an annual stipend of \$450.
- K. Present employees who are qualified and designated to perform confined space operation and maintenance activities shall receive an annual stipend of \$300.

## ARTICLE XX - SEPARABILITY AND SAVINGS

Each and every clause of this Agreement shall be deemed separable from each and every other clause of this Agreement to the extent that in the event any clause or clauses shall be finally determined to be in violation of any law, then in such event, such clause or clauses, to the extent that any may be in violation shall be deemed of no force and effect and unenforceable, without impairing the validity and enforceability of the rest of the Agreement, including any and all provisions of the remainder of any clause, sentence or paragraph in which offending language may appear.

## ARTICLE XXI - NON-DISCRIMINATION

- A. The Board and the Association agree that there shall be no discrimination against any employee because of sex, age, nationality, race, religion, marital status, political affiliation or union membership, or lack thereof.
- B. The Board and the Association agree that all employees covered under this Agreement have the right without fear of penalty or reprisal to form, join, and assist any employee organization or to refrain from any such activity. There shall be no discrimination by the Board or the Association against any employee because of the employee's membership or non-membership or activity or non-activity in the Association.

## ARTICLE XXII - MANAGEMENT RIGHTS

- A. The Board of Education hereby retains and reserves unto itself without limitation all powers, rights, authority, duties and responsibilities covered upon and vested in it prior to the signing of this Agreement by the Laws and Constitution of the State of New Jersey and the United States, including but not limiting the generality of the foregoing, the following rights:
  - 1. The executive management and administrative control of the Board and its properties and facilities and activities of its employees by utilizing personnel methods and means of the most appropriate and efficient manner possible as may from time to time be determined by the Board.
  - 2. To make rules of procedure and conduct, to use improved methods and equipment, to determine work schedules and shifts, to decide the number of employees needed for any particular time, and to be in sole charge of the quality and quantity of the work required.
  - 3. The right of management to make such reasonable rules and regulations as it may from time to time deem best for purposes of maintaining order, safety, and/or the effective operation of the Board after advance notice thereof to the employees to require compliance by the employees is recognized.
  - 4. To hire all employees, to promote, transfer, assign or retain employees in positions within the Board.

5. To suspend, demote, discharge or take any other appropriate disciplinary action against any employees.
  6. To lay off employees in the event of a lack of work or funds, or under conditions where continuation of such work would be inefficient and non-productive.
  7. The Board reserves the right with regard to all other conditions of employment not reserved to make such changes as it deems desirable and necessary for the efficient and effective operation of the Board.
- B. In the exercise of the foregoing powers, rights, authority, duties and responsibilities of the Board, the adoption of policies, rules, regulations and practices and the furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of New Jersey and of the United States.
- C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities and authority under any national, state, county or local laws or regulations.

#### ARTICLE XXIII - FULLY BARGAINED AGREEMENT

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 XXIV - ASSOCIATION RIGHTS AND PRIVILEGES

- A.
1. Whenever any representative of the Association or any employee participates during working hours in mutually scheduled negotiations, grievance proceedings, conferences or meetings, she/he shall suffer no loss in pay.
  2. Employees who are duly elected representatives of the Association Executive Board and/or Representative Council shall be permitted to attend not more than two (2) Association meetings of the Executive Board and Representative Council per month. Day shift employees shall be excused for a maximum of one hour per meeting, and night shift employees shall be excused for whatever time the meeting is in session. In the event that the Association holds an emergency meeting which requires the attendance of said duly elected representatives, the President of the Association shall notify the Business Administrator, who shall permit the duly elected representatives

noted above to attend the emergency meeting(s). In all cases, employees who are representative of the Executive Board and/or Representative Council must notify their immediate supervisor at least one day in advance of the scheduled meetings when he/she will notify the immediate supervisor as soon as possible prior to the emergency meeting(s),

- B. The Association and its representatives shall be permitted to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of such meetings.
- C. The Association shall be permitted to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. All day-shift employees will be released at 3:25 p.m. the day of the annual EAN meeting for the purpose of attending the EAN meeting. Night-shift employees will be released so long as each building has the coverage of at least one (1) buildings and grounds employee, if this is determined to be necessary by the Secretary/Business Administrator. Night-shift employees who are released to attend this meeting must report back to work at the conclusion of the meeting or by 5:15 p.m., whichever is sooner.

#### ARTICLE XXV - DURATION OF AGREEMENT

- A. The provisions of this Agreement shall be effective as of July 1, 2004 and shall remain in full force and effect until June 30, 2007, subject to the right of the Board and Association to negotiate for a modification of this Agreement as provided for in Article II of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, at the day and year first above written.

BOARD OF EDUCATION OF THE  
TOWNSHIP OF NUTLEY

EDUCATION ASSOCIATION OF  
NUTLEY

By: \_\_\_\_\_  
**Maria Alamo**, President

By: \_\_\_\_\_  
**Phillip Siculietano**, President

By: \_\_\_\_\_  
**Dennis M Oblack**, Secretary

By: \_\_\_\_\_  
**Jill Sorensen**, Secretary

