

**AGREEMENT**

**between**

**THE BOARD OF EDUCATION**

**OF**

**THE WEST ESSEX REGIONAL SCHOOL DISTRICT**

**and**

**WEST ESSEX CUSTODIAN/MAINTENANCE ASSOCIATION**

**For the Period**

**July 1, 2005 through June 30, 2008**

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## **PREAMBLE**

THIS AGREEMENT is made and entered into this First day of July, Two Thousand and Five  
BETWEEN

THE BOARD OF EDUCATION OF THE WEST ESSEX REGIONAL SCHOOL  
DISTRICT, ESSEX COUNTY, NEW JERSEY, hereafter the "Board;"

AND

THE WEST ESSEX CUSTODIAN/MAINTENANCE ASSOCIATION, hereafter  
the "Association;"

**WHEREAS**, pursuant to the requirements of the New Jersey Employer-Employee Relations Act, agreements reached between public employers and the majority representative of an appropriate-employee unit shall be embodied in writing, signed by the authorized representatives and filed with the New Jersey Public Employment Relations Committee (P.E.R.C.); and

**WHEREAS**, certain agreements have been reached between the Board and the Association. The said Association being the recognized majority representative of the unit for the Board's employees, consisting of all full-time and regular part-time members of the custodial staff, maintenance staff and grounds personnel, whether under contract or on leave, employed by the Board. Unless otherwise indicated, as used herein, the term "employee" shall refer to all employees covered in the described unit as above defined.

**NOW, THEREFORE**, it is mutually agreed between the Board and the Association as follows:

## **ARTICLE 1**

### **NEGOTIATION OF SUCCESSOR AGREEMENT**

#### **A. COLLECTIVE NEGOTIATIONS**

The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws 1974 in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin by February 15<sup>th</sup> of the year in which the agreement expires. Both parties shall have representatives meet to negotiate at mutually agreed upon times. Each party shall submit to the other, at least 3 days prior to any meeting, pertinent materials on matters to be discussed; however, this time limit may be waived by mutual consent. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by both parties.

#### **B. MODIFICATIONS**

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

## ARTICLE 2

### ASSOCIATION/INDIVIDUAL RIGHTS AND PRIVILEGES

#### A. USE OF BUILDINGS

The Association and its representatives shall have the privilege of using prescribed areas of school buildings and equipment (i.e., duplicating machines, bulletin boards) at reasonable hours for meetings on days when schools are in session. The principal of the building will be notified in advance of the time and place of all such meetings. At any other time, the use of the buildings shall be arranged through the office of the superintendent. These meetings shall not conflict with other scheduled use of school buildings nor shall such meetings interfere with the normal and regular duties of employees of the Board.

#### B. ASSOCIATION MEETING DATES

1. Time after 3:00 PM shall be granted for Association General Meetings on a quarterly basis with no other meetings scheduled at that time. If there is no need for the Association to meet the meeting will be canceled.
2. Attendance - staff shall be eligible to attend these meetings so long as one employee with a Black Seal license remains in each building for coverage.

#### C. PRESIDENTIAL/ASSOCIATION RELEASE TIME

The president of the Association shall be allowed up to thirty (30) minutes of release time to conduct Association business, as needed.

#### D. USE OF MAIL BOXES/INTER-SCHOOL MAIL

The Association shall have reasonable use of school mail boxes/inter-school mail without prior restraint for Purposes of keeping its membership informed of Association activities.

#### E. NOTICE OF VACANCY AND PROMOTIONS

1. The president of the Association or the negotiations Chair-person will be notified, in writing, by the superintendent or his designee of all vacancies, promotional openings, extra stipend vacancies, and newly created positions that occur in the staff along with any qualifications and/or job descriptions that have been written for the position. The Association president will also be notified when and by whom the position is filled.
2. Should a vacancy or promotional opportunity occur during vacation, those employees who have placed on file a request for notification will be so notified. Requests for notification must be submitted to the superintendent by the employees prior to June 30th. Employees will be notified at their summer addresses.

#### F. OFFICE SPACE

The Association shall be entitled to rent at a yearly rate of \$1.00, adequate office space in a building, at a location and of a description to be mutually agreed upon. The Association shall be allowed to install telephone equipment in such offices at its own expense.

## **G. CONFERENCE**

### Administration - Association Conference

#### 1. Purpose

The purpose of this conference is to share ideas, discuss plans, exchange information, or express mutual concerns relating to the implementation of the negotiated agreement and written policies.

#### 2. Procedure

- a. These meetings shall be scheduled on a regular quarterly basis with the date to be determined by the Association president and the superintendent or his designee. If either party cannot meet at the prescribed time, the meeting will be rescheduled at the earliest possible date.
- b. A written agenda shall be prepared and distributed at least one day prior to the meeting and will contain items submitted by both sides. All items on the agenda will be discussed.
- c. During the 2005-06 school year, the membership attending these conferences shall be comprised of no more than four (4) representatives as designated by the Association president and no more than four (4) representatives as designated by the superintendent or his designee.

Effective for the remainder of the contract, the membership attending these conferences shall be comprised of no more than three (3) representatives as designated by the Association president and no more than three (3) representatives as designated by the superintendent or his designee.

- d. These conferences shall in no way be construed as a part of the negotiations procedure or to eliminate an individual's right to process a grievance.
- e. The superintendent may render a response at the conference. If not, the superintendent will respond to the issues presented at the conferences in writing to the Association president within ten (10) working days after the conference.
- f. It is understood that the response is not grievable by the Association.
- g. Informal minutes of the discussion will be maintained by both sides at the meeting with both sides getting a copy at the conclusion of the meeting.

## **H. WORKSHOPS**

The Board will make provisions for at least one workshop during the school year, if necessary, or if requested by either party and approved by the superintendent.

**I. COMMUNICATIONS**

Pursuant to agreement between the superintendent and the Association, documents generated by the central office which are important to the functioning of the Association and its membership shall be provided to the Association President.

**J. RIGHTS TO REPRESENTATION**

Whenever any employee is required to appear before any administrator or supervisor, board or any committee or member thereof concerning an administrative recommendation, or warning of a forthcoming administrative recommendation, for non-renewal of a contract or increment withholding, he/she shall be given prior notice of the reason for such meeting or interview and shall be entitled, to have a representative(s) of the Association present to advise him/her and represent him/her during such meeting or interview.

Whenever an employee intends to have representation at any meeting referred to above, or an administrator intends to have a second administrator present at any such meeting, the employee or administrator respectively, shall advise the other of his/her intention in advance of the scheduled meeting. These meetings shall be scheduled at a mutually agreeable time. Any suspension of an employee shall be instituted in accordance with law.

**K. FULL VACATION RIGHTS**

Twelve - Month Employees

1. Vacation Schedule

After having worked for the period of one (1) year, a contractual employee shall be entitled to ten (10) days of vacation time. In the second year through the fourth year of employment the employee shall be entitled to ten (10) days vacation time. After five (5) years of employment, the vacation is fifteen (15) days vacation time. After six (6) years of employment, the vacation is sixteen (16) days vacation time. After seven (7) years of employment, the vacation is seventeen (17) days vacation time. After eight (8) years of employment, the vacation is eighteen (18) days vacation time. After nine (9) years of employment, the vacation is nineteen (19) days vacation time. After ten (10) years of employment, the vacation is twenty (20) days vacation time.

The maximum vacation time is twenty (20) days. All vacation is non-cumulative from year to year.

2. Holidays

- a. Employees shall receive the following paid holidays: Labor Day, Rosh Hashanah, Yom Kippur, NJEA Convention (both days with a certificate of attendance from the convention), Presidents' Day, Good Friday, and Memorial Day.
- b. Employees shall receive the following paid holidays following the Board approved calendar: Thanksgiving Day, Christmas Eve, Christmas Day, New Year's Eve, and New Year's Day and July 4.

- c. Whenever a contractual holiday falls on a weekend, those employees assigned to work weekends shall receive the paid holiday without being charged a sick, vacation or in-lieu-of day.
- d. In the event that an employee is required to work a holiday that falls on the weekend (Saturday/Sunday), the Board shall:
  - 1. provide seven (7) days advance notice to those affected employee(s).
  - 2. shall pay their per diem rate plus double time.

3. In-lieu-of days

Four days additional vacation shall be granted in-lieu-of Columbus Day, Election Day, Veterans' Day, and one additional day. If Martin Luther King's Birthday or President's Day becomes a day when school is in session an additional in-lieu of day will be granted.

**L. WORK SCHEDULE**

The normal daily shift shall be eight and one-half (8 1/2) hours with a one (1) hour meal break and one (1) twenty (20) minute break. The normal evening shift and night shift shall be eight (8) hours with a one-half (1/2) hour meal break and one (1) twenty (20) minute break. The specific meal times and specific break times are to be determined by the superintendent or his designee in consultation with the Association leadership and must be staggered to provide coverage of the building. All breaks will be duty free except in the case of an emergency with equivalent compensatory time provided. The Board reserves the right to change the starting and ending shift times consistent with the Board approved school day and the provisions of this article.

Shift starting and ending times are as following:

Days:	Maintenance:	6:30AM to 3:00PM
	Custodian:	7:00AM to 3:30PM
	Grounds:	7:00AM to 3:30PM
Evening:	Maintenance:	2:30PM to 10:30PM
	Custodian:	3:00PM to 11:00PM
Night:	Custodian:	11:00PM to 7:00AM

Days worked will be staggered to provide building coverage and developed mutually between the Association and administration where employees with the longest seniority in the district will be given preference in selecting the pattern of days worked.

In the event that there is a need to make a permanent change in the regular work schedule at any time during the school year, the supervisor of building and grounds will seek volunteers to remain on their normal shift as well as volunteers to change shifts. The work schedule will be adjusted based upon the desired shift of the volunteers, their seniority in the district and the job skills necessary.

If there are an insufficient number of volunteers with the required job skills to accomplish the necessary shift reorganization, the remaining positions will be filled from those individuals remaining with the required job skills on a reverse seniority basis.

When school is closed due to inclement weather, non-essential maintenance personnel shall have the day off just as all other twelve-month district employees. Only essential snow-removal, clean up and security personnel will be required to work. Other employees may voluntarily come to school on these days at the request of the supervisor to work on special projects. Any employee who works a regular shift when school is closed due to inclement weather will be credited with compensatory time to be used at a later date; at such time that overtime coverage is not needed. On inclement weather days any time before 7:45 AM or after 4:15 PM will be paid at the normal overtime rate.

When school is scheduled for a delayed opening, employees shall report for their normal shift as early as safely possible. No employee shall be docked for arriving late due to road conditions.

Any employee affected by a State of New Jersey declared "State of Emergency" will not be penalized for an inability to report to work.

The assignment of maintenance employees to coverage for each separate absence of custodial employees shall be rotated.

**M. JOB SECURITY CLAUSE**

The Board intends to employ all regular contractual employees in the custodial, maintenance and grounds classifications for the duration of their individual contracts. The Board reserves the right to renew or not renew the annual contract of any employee at the end of the contract term. The Board reserves the right to reduce the work force due to declining enrollment and dismiss an employee for just cause or other legally legitimate reason in accordance with NJSA 18A:-17-3. In the event of a reduction in force (RIF), all factors applicable to the positions effected will be considered in determining the order of layoff.

Nothing herein contained shall be interpreted as creating any tenure rights in any of the employees covered by this Agreement.

**N. UNIFORMS**

In the initial year of employment the Board will furnish each employee with five (5) uniform shirts, five (5) uniform pants/shorts, and five (5) uniform tee shirts. Thereafter, during the course of the agreement, the Board of Education will furnish each employee with three (3) uniform shirts, three (3) uniform pants/shorts, and three (3) uniform tee shirts or any combination of nine (9) items each year at the beginning of September. Whenever any part of a uniform becomes unsightly and is not wearable in a public school setting, a replacement will be issued upon presentation of the aforementioned item. A variety of uniform materials and sizes will be available.



Every other year the Board shall provide each employee with a lighter-weight jacket and in every third year a heavy-weight jacket for all grounds employees. An additional three (3) heavy-weight jackets will be available in each building. The Board shall provide rain/foul weather gear, as needed, to each employee required to work outside. Employees must replace the aforementioned jackets or rain/foul weather gear if lost or stolen.

The shirts and jacket will have the name of the school district and the name of the employee sewn on. It will be the responsibility of the employee to wear said uniform at all times and to launder the clothing.

The Board will provide one pair of safe work shoes for all employees as needed. The maximum cost of these shoes provided by the Board of Education shall be \$120.00

A store shall be designated or a vendor provided where employees may obtain the appropriate shoes, other arrangements may be made for individuals with special footwear requirements.

Sneakers are not considered work shoes.

Coveralls will be provided for all employees when necessary.

Whenever the outside temperature is forecast to reach 85°F or higher and school is closed, employees shall be permitted to wear shorts. The Bermuda-length shorts shall be of the same color and fabric as the employee's uniform.

**O. LICENSE RENEWAL**

The Board of Education will pay for the renewal of all work-related licenses held by maintenance personnel, custodians and grounds personnel.

The Board of Education shall reimburse those employees required to possess a CDL/S-CDL License for the cost of: fingerprinting, license renewal and medical examinations.

**P. MILEAGE RATE**

Employees using their personal automobiles for district business, shall be reimbursed by the Board at the rate permitted by the Internal Revenue Service, as same may change from time to time.

**Q. EMERGENCY COMMUNICATIONS**

Wireless communication devices shall be available for emergencies for all employees.

**R. TOOLS**

1. The Board of Education shall provide a set of tools and an inventory list appropriate for the following categories: Electrician, Plumber, and HVAC employee.
2. In addition, each building shall have a set of tools available for all day shift employees. The Supervisor/Director of Buildings and Grounds and/or his/her designee shall be responsible for signing in/out all tools by all day shift employees.

3. Each employee signing out a tool shall receive a receipt noting the tool that was signed out. When the employee returns the tool, the employee shall receive a receipt noting the return of that tool.
4. Management shall have the prerogative to inventory any/all tool boxes at its discretion.
5. Should the employee fail to return said tool or should said tool be abused, the employee shall be responsible for purchasing a replacement tool of equal or greater value.

### **ARTICLE 3**

#### **BOARD RIGHTS**

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the constitutions, laws, regulations and rules of the State of New Jersey and of the United States.
- B. The provisions of this Agreement shall be construed in the light of the management prerogatives vested in the Board by the foregoing legal authorities.
- C. If there is a major change in the existing conditions within the district, the Board may exercise its right, in accordance with law and after discussion with the Association, to adjust work shifts to meet the needs of the district. If such an adjustment is necessary then volunteers will be solicited from the group in order to make the changes least disruptive to the individuals involved. The Association reserves the right to negotiate the impact of said changes on its members with the Board. This clause is not meant to imply an approval of the necessary changes nor intended for changing shifts for a vacation or seasonal period.

### **ARTICLE 4**

#### **REPRESENTATION FEE**

**A. REPRESENTATION FEE**

The Board and the Association agree that the Association is authorized to collect a representation fee from nonmembers, equal to 85% of the United Profession dues, through automatic payroll deduction.

**B. DEMAND AND RETURN SYSTEM**

The Association warrants and covenants that a demand and return system has been established, and that this system is in compliance with the statutes and will result in the appropriate membership and representation fees being forwarded to the Association.

**C. SAVE HARMLESS**

The Association indemnifies and holds the Board harmless against any and all claims, demands, suits, and other forms of liability, including liability for reasonable counsel fees

and other legal costs and expenses that may arise out of or by reason of any action taken or not taken by the Board in conformance with these provisions.

**D. NOTICE OF CLAIMS**

The Board agrees to give the Association timely notice in writing of any claim, demand, suit or other form of liability filed in regard to the implementation of the representation fee.

**E. DEFENSE OF CLAIMS**

The Board will cooperate fully with the Association in the defense of such claim, demand, suit or other form of liability.

**ARTICLE 5**

**EVALUATION PROCEDURES**

Employees who are under contract shall be evaluated by persons determined by the superintendent at least once each work year. Evaluations shall be completed by March 15.

All observations of work-performance shall be conducted openly and shall be done in a standard and consistent manner. The forms and criteria will be developed by the superintendent or his designee with input from representatives of the Association. A copy of the forms and procedures will be given to each employee in advance.

Employees shall be given a copy of all evaluation reports. No person shall be required to sign a blank or incomplete evaluation form. The signing of the form is an indication that the employee has read the report. A signed written rebuttal and/or comments may be made within ten (10) working days of the receipt of the evaluation report. Each employee shall be evaluated by at least two (2) evaluators when an identified problem is in the process of correction. The names of each evaluator shall be given to each employee prior to any observation.

A mid year conference shall be held no later than December 31. The employee and the appropriate administrator or supervisor shall meet to discuss the employee's work performance. Within ten (10) working days a conference report will be compiled by the supervisor and a copy given to the employee. The report shall contain the items discussed.

No employee shall be disciplined, reprimanded or reduced in compensation without just cause. Any such action shall be subject to the grievance procedure herein set forth.

## **ARTICLE 6**

### **SALARIES**

#### **A. SCHEDULE A**

The salary schedule for employees covered in the unit shall be set forth in Schedule A.

#### **B. INCREMENT/GUIDE RAISE**

1. It shall be understood that the increment/guide raise is not automatic. An increment may be withheld for the following reasons:
  - a. A pattern of unsatisfactory performance of school responsibilities as substantiated by observations and evaluations;
  - b. Violations of law, Board of Education policies and/or school district rules and regulations;
  - c. A record of an excessive and unusual pattern of attendance that undermines the effectiveness and reliability of the district.
2. New hires shall have a one hundred and eighty (180) day probationary period and may be released from employment at any time during the one hundred and eighty (180) day period. During the probationary period, said employee is entitled to all of the terms and conditions of employment of this contract; i.e. health benefits, enrollment in the Public Employees Retirement System, etc. When an employee completes the probationary period, he/she shall sign an annual contract retroactive to the date of hire.

If an employee under contract receives a notice of a need to improve performance, the employee will have a period of thirty (30) days to improve. The notice of a need to improve will contain a specific description of the deficiency along with the methods and requirements for providing a remedy of the deficiency. If there is insufficient improvement, an additional thirty (30) day improvement notice may be given or the employee may be dismissed for just cause. The employee will be kept informed with respect to his improvement during any probationary period.

3. Nothing in this article shall be considered as a requirement for the Board to offer an employee who has been served a notice to improve an individual contract at the end of the school year.
4. Employees will be advised of his/her salary status for the following year by May 15th.
5. All advancement on the salary schedule shall be limited to one (1) full step per year. An employee hired after January 1 will move to the next yearly calendar step on the salary schedule as of July 1 of the following year.

6. If an increment/guide raise is withheld, during a year the agreement is in force, a program of assistance shall be planned and implemented to help the individual. Periodic evaluations shall be made to determine the level of improvement.

**C. NEW POSITION**

In the event that new positions are created and approved by the Board subsequent to the completion of negotiations, or that changes in a position occur during the year, the Board shall place the new position in the appropriate column and set the initial salary no lower than that column's minimum and no higher than that column's maximum. The Board of Education and the Association will discuss the appropriate column placement for all new positions.

**D. PAYROLL DEDUCTIONS**

The Board agrees to provide, for those requesting them, the following payroll deduction services: United Profession Association dues, a payroll savings plan and Tax Deferred Annuity Funds. (Tax Deferred Annuity Funds may be designated twice yearly).

**E. LONGEVITY PAYMENTS**

Longevity payments are as follows:

Years of Service (In the District)

- 15 year 0.5% of annual salary
- 20 year 1.5% of annual salary
- 25 year 2.5% of annual salary

Any employee eligible for longevity for 30 years of service at 3.0% of their annual salary on June 30, 2001 will continue to receive this longevity for the duration of their employment in the district.

Years of Service means an employee must have an aggregate of that number of years of service to the district at the end of June.

It is understood that longevity payments, made pursuant to this section, are non-cumulative.

Employees hired after June 30, 2001 are not eligible for longevity under this article.

Schedule A

**MAINTENANCE, CUSTODIAL, GROUNDS SALARIES GUIDES**

<b>Current Step</b>	<b>2005-06 Custodial Guide</b>	<b>2006-07 Custodial Guide</b>	<b>2007-08 Custodial Guide</b>
1	\$29,304	\$30,332	\$31,430
2	\$30,074	\$31,129	\$32,255
3	\$30,869	\$31,952	\$33,110
4	\$31,690	\$32,802	\$33,990
5	\$32,563	\$33,710	\$34,930
6	\$33,461	\$34,635	\$35,890
7	\$34,384	\$35,591	\$36,880
8	\$35,436	\$36,680	\$38,000
9	\$36,514	\$37,796	\$39,165
10	\$37,643	\$38,964	\$40,375
11	\$38,924	\$40,290	\$41,750
12	\$40,210	\$41,621	\$43,130
13	\$41,692	\$43,156	\$44,620
14	\$43,280	\$44,755	\$46,190
Off Guide	\$50,635	\$52,110	\$53,545

**MAINTENANCE, CUSTODIAL, GROUNDS SALARIES GUIDES**

<b>Current Step</b>	<b>2005-06 Maintenance Guide</b>	<b>2006-07 Maintenance Guide</b>	<b>2007-08 Maintenance Guide</b>
1	\$34,304	\$35,332	\$36,430
2	\$35,074	\$36,129	\$37,255
3	\$35,869	\$36,952	\$38,110
4	\$36,690	\$37,802	\$38,990
5	\$37,563	\$38,710	\$39,930
6	\$38,461	\$39,635	\$40,890
7	\$39,384	\$40,591	\$41,880
8	\$40,436	\$41,680	\$43,000
9	\$41,514	\$42,796	\$44,165
10	\$42,643	\$43,964	\$45,375
11	\$43,924	\$45,290	\$46,750
12	\$45,210	\$46,621	\$48,130
13	\$46,692	\$48,156	\$49,620
14	\$48,280	\$49,755	\$51,190

**MAINTENANCE, CUSTODIAL, GROUNDS SALARIES GUIDES**

<b>Current Step</b>	<b>2005-06 Grounds Guide</b>	<b>2006-07 Grounds Guide</b>	<b>2007-08 Grounds Guide</b>
1	\$30,304	\$31,332	\$32,430
2	\$31,074	\$32,129	\$33,255
3	\$31,869	\$32,952	\$34,110
4	\$32,690	\$33,802	\$34,990
5	\$33,563	\$34,710	\$35,930
6	\$34,461	\$35,635	\$36,890
7	\$35,384	\$36,591	\$37,880
8	\$36,436	\$37,680	\$39,000
9	\$37,514	\$38,796	\$40,165
10	\$38,643	\$39,964	\$41,375
11	\$39,924	\$41,290	\$42,750
12	\$41,210	\$42,621	\$44,130
13	\$42,692	\$44,156	\$45,620
14	\$44,280	\$45,755	\$47,190



## ADDENDA TO SCHEDULE A

### **A. STIPENDS**

The salary schedules for employees provide for additional stipends for advanced professional training. For the completion of the first two sets of eight credits related to the employee's job responsibilities and approved by the superintendent or his designee, a stipend of \$160.00 for each set will be added to the base salary. For the completion of the third and successive sets of eight approved credits, a stipend of \$170.00 for each set will be added to the base salary.

Additional differentials will be added to the base salary according to the following schedule:

	2005-06	2006-07	2007-08
Evening Shift Worker	\$471.00	\$493.00	\$516.40
Night Shift Worker	\$1046.50	\$1095.70	\$1147.75
Shift Leader	\$1439.00	\$1506.65	\$1578.25
Possession of Black Seal	\$1025.00	\$1025.00	\$1025.00
Licensed Electrician	\$5232.50	\$5478.45	\$5738.70
Licensed Plumber	\$5232.50	\$5478.45	\$5738.70

### **B. Salary Payments**

1. Employees shall be paid in equal semi-monthly installments.
2. When a payday falls on a school or bank holiday, or during a vacation, employees will receive, their, pay check or direct, deposit statement on the last previous day of work.
3. Employees shall receive their final June pay check or direct deposit statement on the last work day in June. The pay schedule for the new school year will be prepared and distributed before the date of the first check in July.
4. Employees working on the night shift shall receive their pay check or direct deposit statement one day earlier.
5. Employees will be informed about overtime pay by the total hours for the previous month. The hourly and overtime rates of pay for each individual will be made available to each individual employee by his or her supervisor at the beginning of the contractual year.
6. The Board will provide direct deposit of an employee's paycheck for all employees.

The Board will encourage all current employees to use direct deposit and require all new employees to utilize direct deposit unless there is reasonable cause.

**C. Employment Practices**

1. A custodian who has been substituting in a higher paying position will receive the higher pay for the actual time in the position after accumulating seventy (70) hours in the more responsible position, retroactive to the first day in that position.

The hourly wage shall be computed using the following calculation: 1/240<sup>th</sup> of that employee's current step on the guide of the more responsible position, divided by seven (7) hours.

2. No new employee shall work more than one-hundred and eighty (180) days in a probationary period without a contract.
3. Any employee hired prior to January 1 shall be credited with a year's service in the district. Employees hired on or after January 1 will not be advanced on the salary schedule for the next year.
4. Overtime shall be paid at the rate of one and one-half (1 1/2) times the employees' regular hourly wage. All overtime is to be offered to employees on an equal rotating basis as long as they possess the skills necessary for the overtime.

New hires in the first thirty (30) days of their employment and employees on notice to improve are not eligible for overtime unless there is no other employee available for the overtime.

Employees called in for overtime at a time which is not immediately before their shift or on a day they are not assigned to work will be guaranteed a minimum of two (2) hours of overtime. If an employee appears for a scheduled overtime not directly following their shift and the group scheduled does not show, the employee will receive the minimum of two (2) hours overtime.

5. Employees working on holidays or Sunday (not their regular shift) shall be paid the overtime rate of two (2) times their regular hourly rate of pay.

The following days are to be considered holidays: July 4, Labor Day, Thanksgiving Holidays, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day, Good Friday, Memorial Day.

6. The Board shall post a notice of special project work to be done when school is closed (excluding emergency closings) for which employees may apply. The rate of pay shall be one and one-half (1 1/2) times the employee's regular hourly wage.

**7. Good Attendance Bonus**

An attendance bonus will be paid to any employee who fulfills the following criteria during any year of the agreement.

Number of sick and personal days used:	Bonus:
None (Perfect Attendance)	\$1300.00

In-lieu-of days and/or vacation days can NOT be used in place of a single occurrence of a sick or personal day. The use of vacation days for normal vacation still requires two weeks notice.

It is understood that no compensatory time days can be utilized for a sick or personal day but may be used to replace vacation days or may be taken as a vacation day.

This attendance bonus will be payable on August 1st of the following school year.

**8. Payment for unused vacation days.**

On August 1st of the year following any year covered by this agreement, each employee will receive payment of one two-hundred-fortieth (1/240) of their annual salary for each unused vacation day from the previous year of the agreement.

It is understood that compensatory time days can be utilized to replace vacation days or may be taken as a vacation day.

**ARTICLE 7**

**SEPARATION PAY**

**A. ELIGIBILITY**

Any employee who ceases employment with the West Essex Regional School District due to his or her retirement shall be eligible for separation pay. This separation pay shall be for all unused sick days up to a maximum of one hundred seventy (170) days.

**B. RATE**

The rate of compensation for separation pay is forty-five (\$45.00) dollars for each accumulated sick day prior to and including June 30, 2000. The rate is fifty (\$50.00) dollars for all sick days accumulated between July 1, 2000 and June 30, 2002 inclusive, and fifty-five (\$55.00) dollars for all sick days accumulated between July 1, 2002 and June 30, 2005 inclusive and fifty-six dollars and sixty-five cents (\$56.65) for all sick days accumulated between July 1, 2005 and June 30, 2008.

All employees shall receive a report no later than September 1 of each year. The information on said report shall include the total number of days accumulated for each of the aforementioned compensation rates.

**C. METHOD OF PAYMENT**

1. Payments are to be made as lump sum payments either thirty (30) days after separation, July 31 of the termination year, January 31 of the following year or on a schedule to be worked out with the administration, at the employee's discretion.
2. The Money will be paid to the employee's estate if Death occurs while the employee is in service in the district or if death occurs in the interim period between separation and payment.

## ARTICLE 8

### REIMBURSEMENT FOR STUDY

#### A. TERMS OF REIMBURSEMENT

1. A total of one thousand five hundred dollars (\$1500.00) will be available in each year of the agreement for the payment of college and equivalent courses to assist in the advancement of employees' professional skills as those skills relate to their position as a custodian, maintenance worker or grounds worker. Courses must be approved in writing by the superintendent to be eligible for tuition reimbursement.

An employee must be employed within the district for at least one year to be eligible for tuition reimbursement.

If an employee accepts payment for a course under this article the employee is agreeing to continue to be employed in the district for at least one year after completion of the course or reimburse the district for the amount of payment.

The district will offer all in-service courses free of charge to all employees. These courses will not be subject to the terms of reimbursement as described in this Article.

2. Payment to individual employees will be made at the end of the school year upon the presentation of proof of successful completion of courses which have been approved in advance by the superintendent or his designee, with a copy in writing to the employee and a file copy. Successful completion shall be interpreted as earning a "passing" grade in a pass/fail grading system or a grade of "C" or better in a standard grading system.
3. Distribution of the tuition reimbursement fund in each year shall be done on a pro-rated basis covering the individuals who apply.
4. Payment for an approved course will be the actual cost of the course up to a maximum of \$650.00, limited to one course per person; however, if the amount of funds available permits, employees may take additional approved courses for reimbursement.
5. This tuition payment program begins on the effective date of this agreement and shall apply to courses completed by the last day of this agreement, dates of which are in the article entitled, "Duration of Agreement."
6. Courses for which the Board has paid tuition may be applied as stipend credit on the salary schedule.
7. Proof of attained additional stipend status will raise the rate of pay for the school year if such proof is submitted before the first regular public meeting of the Board in October.
8. This program is designed for professional improvement and does not imply promotional opportunities.

**B. REPORTS**

The superintendent or his designee will submit a final report by July 31 to the Association president containing the following: the number of applications for reimbursement, the number of approved applications and the funds expended.

**ARTICLE 9**

**HEALTH INSURANCE**

**A. ELIGIBILITY**

1. All regular full time employees shall be eligible for employee benefits paid by the Board as described herein.
2. Employees on approved leave, i.e., medical, maternity, child care, shall be entitled to maintain existing group health benefits by paying premiums at the group rate through the Board for the period provided by COBRA.

**B. BENEFITS**

1. Each employee may select from any of the available options under the State Health Benefits Plan, a Traditional plan, a Comprehensive Major Medical (CMM) plan, a Preferred Provider Option plan (PPO), a Point Of Service (POS) plan, an approved health maintenance organization (HMO) or any other plan offered by the Board as long as the coverage is equal to or better than the existing plan.
2. The Board agrees to pay the full premium of medical-surgical insurance for all employees covered by this agreement to the mutually agreed upon carrier or an approved HMO. Full coordination of benefits will be implemented.
3. The Board agrees to pay the Board approved carrier for the same period the cost of dental insurance for all employees covered by this agreement. These benefits shall be equal to or better than the coverage listed in the present plan.
4. When an employee is covered by Senior Coverage, the Board shall pay the premium cost of the appropriate plan of coverage.
5. The Board agrees to provide prescription drug coverage (including oral contraceptives) as follows:
  - a. Co-pay provisions of \$5.00 for generic brand drugs, \$10.00 for specific name brand drugs, and \$5.00 for mail-order prescriptions; and
  - b. The Board shall pay 100% of the cost of prescription drug coverage.
  - c. This provision takes effect immediately following the ratification, by both parties, of this agreement.

## ARTICLE 10

### SICK LEAVE, TEMPORARY AND EXTENDED LEAVES OF ABSENCE

#### A. SICK LEAVE

All full-time employees employed by the Board shall be entitled to twelve (12) sick leave days each school year whether or not they report for duty on that day. Unused sick leave shall/may be accumulated from year to year with no maximum limit. The employee may be required to produce a doctor's note verifying the illness with respect to any sick day taken on a day immediately prior to and/or immediately following any school holiday or vacation day, and may be required to provide such a note at the request of the Superintendent with respect to any other sick day taken. In the event an employee uses more than twelve (12) days sick leave during the school year, the three personal days can be used for this purpose providing they have not been used for an emergency situation.

#### B. Sick leave shall be charged as follows:

1. An employee who is absent due to sick leave on a school or work day, whether it is a full day of school, a half day of school, a day with a delayed school opening or an early dismissal day, will be charged a full sick leave day.
2. An employee who reports for work at the required time of arrival and who becomes ill and must leave two or more hours before the end of his/her required work day shall be charged for one-half day sick leave time. To the extent that any such sick leave absence exceeds one-half the required work day, then the day in which such absence occurs shall be referred to as an "Excused Sick Leave Day."
3. An employee who reports for work at the required time of arrival and who becomes ill and must leave within two hours of the end of his/her required work day shall not be charged for any sick leave time. The day in which such sick leave absence occurs shall be referred to as an "Excused Sick Leave Day."
4. An employee who becomes ill and must leave work must report to the principal or his/her designee before departing the school premises.
5. An employee who is less than two hours late for school due to reasons of illness shall not be charged any sick leave time. The day in which such tardiness for reasons of illness occurs shall be referred to as an "Excused Sick Leave Day."
6. Anything contained in subarticle 11.B and in this subarticle 10.B to the contrary notwithstanding, no employee shall be entitled in any one year of the term of this contract to more than a combination of three Excused Personal Leave Days and Excused Sick Leave Days. After using a combination of any three such days, an employee will be charged a full personal leave day or a full sick leave day.

#### C. Employees shall be given a written accounting of accumulated sick leave days no later than November 1st of each school year.

- D. In the event an individual employee has exhausted his/her total number of sick leave days, the employee may petition the Board for additional sick days, and the Board shall judge the case on its individual merit. Any decision by the Board to allow or deny an employee request for additional sick days shall not have any precedential effect with respect to any other case.
- E. In Worker's Compensation cases, whenever any employee is absent from his/her post of duty as a result of personal injury caused by an accident arising out of and in the course of his/her employment, his/her employer shall pay to such employee the full salary or wages for the period of such absence for up to the calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments shall be made for absence during the period the employee received or was eligible to receive a temporary disability benefit. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any Worker's Compensation award made for temporary disability.

## ARTICLE 11

### Personal Leaves of Short Duration

- A. It is recognized that emergency situations arising from personal, legal, business, household or family matters do occur and require the absence of the employee during school hours. Application to the employee's principal or immediate supervisor for personal leave should, when possible, be made at least one (1) day in advance of the day(s) needed. Up to three (3) days with pay may be granted for this purpose within one school year. Employees need not state reasons for the use of personal leave. These days are not vacation days but are intended to cover emergency situations which can arise. However, no personal leave days shall be granted immediately before, or immediately after, any vacation or holiday period including NJEA convention days unless the reason for such personal leave is explained in writing to the employee's building principal/supervisor.
- B. Personal leave shall be charged as follows:
  - 1. An employee who is absent on personal leave for a full school or work day, whether that day is a full day of school, a half day of school, a day with a delayed school opening or an early dismissal day, will be charged a full personal leave day.
  - 2. An employee who reports for work at the required time of arrival and who, for personal reasons other than illness must leave work two or more hours before the end of his/her required work day shall be charged for one-half a personal leave day. To the extent that any such personal leave absence exceeds one-half the required work day, then the day in which such absence occurs shall be referred to as an "Excused Personal Leave Day."
  - 3. An employee who reports for work at the required time of arrival and who, for personal reasons other than illness, must leave within two hours of the end of his/her required work day shall not be charged for any personal leave time. The day in which

such personal leave absence occurs shall be referred to as an "Excused Personal Leave Day."

4. An employee who, for personal reasons other than illness, must leave work must report to the principal or his/her designee before departing the school premises.
  5. An employee who is less than two hours late for school for personal reasons other than illness shall not be charged for any personal leave time. In such a situation, and whenever possible to do so, the employee shall obtain the prior approval of his/her principal for such personal leave. The day in which such tardiness for personal reasons occurs shall be referred to as an "Excused Personal Leave Day."
  6. The provisions of this subarticle 11.B are subject to the limitations set forth in subarticle 10.B.6.
- C. The Board shall grant up to a maximum of four (4) days with pay at any one time to a employee because of attendance at the funeral service of a deceased member of his/her immediate family. For the purpose of this clause, a member of the immediate family shall be limited to the employee's spouse, significant other, child, parent, brother, sister; and also grandfather, grandmother, father-in-law and mother-in-law.
- D. In other special situations created by serious illness or death involving a hardship, temporary additional leaves of absence up to two (2) days with full pay may be granted upon approval of the Superintendent of Schools.
- E. Such days of leave may not be accumulated from year to year but any unused days will be credited as unused sick days.
- F. **JURY DUTY**

Upon notification of selection for jury duty, the employee will request an exemption. If the exemption is denied, the employee shall be free to serve with no alteration in salary, contingency days, or work schedule. Evening and night shift employees will not report for work on the days when they are required to report to jury duty.

## ARTICLE 12

### **MATERNITY AND CHILD CARE LEAVES**

#### **A. MATERNITY DISABILITY**

1. The Board shall grant sick leave for the period of actual disability associated with pregnancy and birth to pregnant employees on the same terms and conditions governing leaves of absence for illness or medical disability. Any pregnant employee will be entitled to her annual and accumulated sick leave, with pay, during the period of absence due to her actual disability.
2. Any pregnant employee may continue to perform her duties as long as physically able to do so and will be entitled to return to her duties when she is physically able.



3. The Board may require an employee during pregnancy to produce a certificate from her physician stating that she may continue working effectively at the duty to which an employee has been assigned.
4. In the event of any question as to the condition of the pregnant employee, a conference shall be arranged between the Board's physician and the employee's attending physician.
5. No employee shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse of specific duration between childbirth and the desired date of return.
6. Nothing stated herein is intended to restrict the right of the Board to discipline any pregnant employee for any cause not related solely to her pregnancy.
7. The Board has the right to remove any pregnant employee from her daily duties on any one of the following criteria:
  - (a) Her performance substantially declines from the period preceding pregnancy;
  - (b) Her physical condition or capacity renders her incapable of performing her assigned duties which shall be deemed to exist if (a) the pregnant employee fails to produce a physician's certificate that she is medically able to continue working, or (b) the Board's physician concludes she is unable to continue working; or
  - (c) If there is a difference of opinion between the employee's attending physician and the physician designated by the Board as to the ability of the employee to continue her employment, the Essex County Medical Society shall designate an impartial third physician to make an examination and his/her determination shall be conclusive and binding on the parties. The expense of the examination by the third physician shall be paid by the Board.

**B. CHILD-CARE LEAVE**

1. DEFINITION

Child-care leave is for purpose of care for a natural or adopted child.

2. APPLICATION/DURATION

- (a) Application shall be made, in writing, to the superintendent and shall contain the reasons for requesting the leave and supporting information regarding the necessity of having the leave.
- (b) Application for child-care leave shall be considered by the administration and the Board on an individual basis.
- (c) Beginning and terminating dates of leave will be determined by mutual agreement between the superintendent and the employee. In the case of an employee who adopts a child for whom that employee will have direct and major responsibility

for rearing, child care may be granted upon receiving de facto custody of the child, or earlier, if necessary, in order to fulfill the requirements for adoption.

3. REINSTATEMENT

At the expiration of the leave, the employee shall be reinstated as a full-time employee of the Board, at the appropriate step on the salary schedule.

4. APPLICATION FOR EARLY RETURN

If unusual conditions prevail, the employee may apply, on recommendation of the superintendent to the Board, for permission to return to the position for which the employee qualifies, prior to the termination of the period for which leave was granted.

5. APPLICATION FOR EXTENSION

An employee may apply for and be granted by the Board, upon recommendation by the superintendent, an extension of child-care leave.

**ARTICLE 13**

**GRIEVANCE PROCEDURE**

**A. Definition**

1. A grievance is a claim by an employee or employee representative that he/she has suffered harm by the interpretation, application or violation of policies, agreements, and administrative decisions affecting the agreement.
2. A grievance to be considered under this procedure must be initiated in writing within thirty (30) calendar days from the time when the grievant knew or should have known of its occurrence. Failure to act within that time shall constitute abandonment of such grievance.

**B. Procedure**

1. (a) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be waiver of further appeal of the decision.  
  
(b) It is understood that any employee grievant shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been duly determined.
2. Any employee grievant who has a grievance shall discuss it first with his/her principal (or immediate superior or department head, if applicable) in an attempt to

resolve the matter informally at that level. The principal (or immediate superior or department head, if applicable) shall give his/her decision within five (5) school days.

3. The employee grievant, no later than five (5) school days after receipt to the decision of the principal or other immediate superior, may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing specifying: (a) the nature of the grievance; (b) the nature and extent of the injury, loss or inconvenience; (c) the results of previous discussions; and (d) grievant's dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days from receipt of the appeal. The Superintendent shall communicate decisions in writing to the employee grievant, to the Association and to the principal or other immediate superior.
4. If the grievance is not resolved to the grievant's and/or the Association's satisfaction, the grievant and/or the Association, no later than five (5) school days after receipt of the Superintendent's decision, shall request a review by the Board of Education. The request shall be submitted in writing by the Association, which shall attach all related papers and forward the request to the Board Secretary with a copy to the Board of Education President. The Board, or a committee thereof, shall review the grievance and hold a hearing with the grievant/Association within thirty (30) calendar days of receipt of request. If the Association is not satisfied with the disposition of the grievance at the Board Level, or if no decision has been rendered within thirty (30) calendar days after a discussion with the Board or thirty (30) calendar days after the grievance was delivered to the Board Secretary, whichever is sooner, the Association may submit the grievance to arbitration by filing with the Public Employment Relations Commission (PERC) and the rules of such agency shall apply.
5. If the decision of the Board does not resolve the grievance to the satisfaction of the employee grievant and the grievant wishes review by a third party, and if the West Essex Custodian/Maintenance Association determines that the matter should be reviewed further, it shall so advise the Board through the Superintendent, within twenty (20) school days of receipt of the Board's decision. However, the Board's decision shall be final and binding on the grievances concerning:
  - (a) Any matter for which a specific method of review is prescribed and expressly set forth by law or any rule or regulation of the State Commissioner of Education; or
  - (b) A complaint of a non-tenured employee which arises by reason of his/her not being reemployed; or
  - (c) A complaint by any certificated personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure either is not possible or not required; or
  - (d) Any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone.
6. (a) The following procedure shall be used to secure the services of an arbitrator:

- (1) Either party may request the Public Employment Relations Commission (PERC) to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
  - (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they may request PERC to submit a second roster of names.
  - (3) If the parties are unable to determine within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, PERC may be requested by either party to designate an arbitrator.
- (b) The arbitrator shall be limited to the issues submitted for arbitration and shall consider nothing else. The arbitrator can add nothing to, nor subtract anything from the Agreement between the parties, or any policy of the Board of Education. The recommendations of the arbitrator shall be advisory only, shall be used solely to assist the parties in reaching an agreement and shall not be binding upon them nor effect the future negotiability of the issue.
- (c) Rights of Employees to Representation:
- (1) Any grievant may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by the Association or by a representative selected or approved by the Association.
  - (2) When an employee initiates a grievance, the Association shall be notified immediately.
  - (3) If in the judgment of the Association a grievance affects a group of employees, the Association may submit such grievance in writing to the principal, if appropriate, otherwise to the Superintendent directly, and the processing of such grievance shall begin at that level.
  - (4) Any employee considering filing or processing a grievance shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.
7. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

#### **ARTICLE 14**

##### **PRINTING THE AGREEMENT**

The Board shall reproduce copies of the agreement by photocopy for distribution to each employee. The cost shall be shared equally by the parties to the agreement.

ARTICLE 15

DURATION OF AGREEMENT

THIS AGREEMENT, dated December 12, 2005, shall take effect July 1, 2005, and shall continue in full force and effect without change through June 30, 2008.

ARTICLE 16

ENTIRE UNDERSTANDING OF AGREEMENT

- A. THIS AGREEMENT incorporates the entire understanding of the parties on all issues covered and provided for herein, and during the term of this agreement, neither party shall be required to re-negotiate concerning said issues for the period covered herein.
- B. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be signed by their respective Presidents, attested to by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

BOARD OF EDUCATION  
OF THE WEST ESSEX  
SCHOOL DISTRICT

WEST ESSEX CUSTODIAN/MAINTENANCE  
ASSOCIATION

By: *[Signature]*

Date: 1/30/06

By: *[Signature]*

Date: 1-30-06

By: *[Signature]*

Date: 2/6/06

By: *[Signature]*

Date: 2-07-06