

This Agreement made and entered into between the BOARD OF EDUCATION OF THE TOWNSHIP OF MILLBURN (hereinafter called the "Board"), located at 434 Millburn Avenue, Millburn, New Jersey 07041, and COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereinafter called the "Union"), located 84 Culver Road, Monmouth Junction, New Jersey 08852:

#### **ARTICLE 1 – PURPOSE**

The Board and the Union have entered into this agreement for the purpose of establishing conditions under which employees, as hereinafter defined, shall be employed to work for the Board and procedures for the presentation and resolution of grievances, and for the purpose of regulating the mutual relations between the Board and said employees with a view to promoting and insuring harmonious relations and cooperation.

The parties shall endeavor to insure that relations between them are characterized by mutual responsibility and respect, and that all employees, supervisors and representatives of the parties are treated in accordance with accepted standards of courtesy and respect for individual dignity.

#### **ARTICLE 2 – RECOGNITION**

The Board recognizes the Union as the exclusive bargaining agent with respect to the terms and conditions of employment for a unit of non-professional employees consisting of supervising custodians (previously known as head custodians of elementary schools and the Education Center), custodians, grounds men and maintenance employees, exclusive of the lead foreman, the head custodian and assistant head custodian in the high school, the head custodian and assistant head custodian in the middle school and such other management personnel as may be employed by the Board.

#### **ARTICLE 3 – UNION SECURITY**

1. All employees covered by this Agreement should, thirty (30) days after the date of the establishment of this Agreement, or in the case of a new employee, thirty (30) days after employment, become members of the Union and remain members in good standing during the life of this Agreement.
2. For purpose of this ARTICLE, a person shall be considered to be a member in good standing of the Union unless such person is deficient in the payment of his Union Dues and assessments uniformly applied.

#### **ARTICLE 4 – DUES CHECK-OFF (AGENCY SHOP)**

The Board agrees to deduct from the pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Board, during each calendar month, the amount of monthly Union Dues. Dues shall be two (2) hours pay per month or such other amount as may be certified to the Board by the Union at least

thirty (30) days prior to the month in which the deduction of Union Dues is to be made. The Board further agrees to deduct from the pay of each employee covered by this Agreement who does not furnish a written authorization for deduction of Union Dues, an amount equal to 85% of the monthly Union Dues, during each calendar month, commencing with the sixth (6<sup>th</sup>) month of employment of such employee. Deduction of Union Dues made pursuant hereto shall be remitted by the Board to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 501 Third Street, N.W., Washington, DC 20001-2797, by the tenth (10<sup>th</sup>) day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the local Union president.

The Board shall also remit to the Communications Workers of America, AFL-CIO with the dues, a report in computer readable format with the following data:

1. Employee Name: Last, First
2. Middle Initial
3. Social Security Number
4. Employee Home Address (including Zip + 4)
5. CWA Local Number
6. Work Location
7. Dues Deducted This Reporting Period
8. Gross Weekly Base Wage
9. Full or Part Time Status
10. Gender

#### **ARTICLE 5 – GRIEVANCE PROCEDURE**

1. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may, from time to time, arise affecting employees as a result of the interpretation, application or violation of this Agreement between the Board and the Union.
2. A. A "grievance" shall mean a complaint by an employee that there has been as to him a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement between the Board and the Union.  
  
B. The term "grievance", and the procedure relevant thereto, shall not be deemed applicable in the following instances.
  1. The dismissal by the Board of a probationary employee;
  2. In matters where a method of review is exclusively mandated by law, or by any rule, regulation or by-law of the State Commissioner of Education, or the State Board of Education;
  3. In matters where the Board is without authority to act;

4. In matters involving the sole and unlimited discretion of the Board as set forth in Article 18 hereof; and
  5. As may be stated elsewhere in this Agreement.
3. A.
    1. An employee having a grievance shall present it, in writing, to his immediate supervisor within ten (10) working days after the occurrence of the event from which the grievance arises. For purposes of this Article: The immediate supervisor of each custodian assigned to the High and Middle Schools shall be the Head Custodian; the immediate supervisor of all other personnel covered by this Agreement shall be the Director of Buildings and Grounds.
    2. The grievance shall set forth the events giving rise to the grievance, the provision of the Agreement thought to have been violated, misinterpreted, or inequitably applied and the desired remedy. An answer shall be given by the immediate supervisor in writing within five (5) working days of the presentation of the grievance. A copy of all written grievances and written answers shall be submitted by the immediate supervisor to the employee and the Business Administrator, who, in turn, shall submit a copy to the Union.
  - B. If the employee is not satisfied with the answer received, or if an answer is not received, the grievance, in writing, shall be signed by the employee and presented to the Business Administrator within five (5) working days from the expiration of the time period provided in paragraph 1 hereof. The Business Administrator shall, within five (5) working days of the receipt of the written grievance, arrange a meeting with the employee. The employee may elect to have a Union representative present at the meeting. The Business Administrator shall give to the employee and the Union a written answer to the grievance within five (5) working days after the date of such meeting.
  - C. If the employee is not satisfied with the written answer resulting from the preceding step, or if an answer is not received, the employee shall within five (5) working days following the expiration of the time period provided in the preceding step, submit a written request to the Business Administrator for a hearing of the grievance by the Board at its next scheduled Conference Meeting following the receipt of the request or, in any event, not later than fifteen (15) working days following the receipt of the request by the Business Administrator. The Business Administrator shall schedule a meeting for the hearing of the grievance and shall advise the employee and Union of the time, date and place of the meeting not less than five (5) days prior to the scheduled meeting date. The president of the Board, or such person as may be acting as president, shall within five (5) working days following the hearing submit an answer to the employee and the Union.

- D. 1. If the employee is not satisfied with the written answer resulting from the preceding step or if no answer is received, the Union may, within five (5) working days following the expiration of the time period set forth in the preceding step, submit a written request to the Business Administrator to refer the grievance to advisory arbitration before an arbitrator, mutually agreeable to the Board and to the Union, who shall be selected from a list of either the American Arbitration Association or the N.J. Public Employment Relations Commission (PERC).
2. In the event that a grievance is taken to arbitration, all proceedings shall be governed by the rules and regulations then pertaining to the American Arbitration Association or the N.J. Public Employment Relations Commission respecting the arbitration of labor grievances. The compensation of the arbitrator and the expenses of the arbitration shall be shared equally by the Board and the Union. The Arbitrator shall issue a written opinion to the Board, the Union and the employee setting forth his decision respecting the grievance. Upon the receipt of the Arbitrator's decision, the Board and the Union will meet at a Conference Meeting of the Board and discuss the arbitrator's decision. Following such meeting, the Board's resolution of the grievance shall be final.
3. Should any party to the arbitration request a transcript, the cost thereof shall be borne solely by the party requesting it. The arbitrator shall not have the power to alter, amend, add to or revise any portion of this Agreement.
4. Saturdays, Sundays and holidays, as identified in this Agreement, not be considered working days in the computing of the time provided for in the foregoing. Any written decision or written answer to a grievance made at any step which is not appealed to the succeeding step within the time limits provided, or within such additional period of time as may be mutually agreed upon in writing, shall be considered final settlement and such settlement shall be binding upon all parties.
5. Any employee shall be entitled to the assistance of a Union officer or representative in all steps of the foregoing grievance procedure. An employee shall not lose pay for time spent during his regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees during any of the above steps, such employee shall not lose pay for such time.

4. The number of days indicated at each level of the grievance procedure shall be considered as a maximum and every effort should be made to expedite the process.
5. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with his immediate supervisor.

#### **ARTICLE 6 – SENIORITY**

1. Seniority for the purpose of this Article shall be based upon the employee's last date of hire with the Board, or in the case of an employee rehired from a layoff recall list, seniority shall be based on that employee's date of hire prior to the layoff.
2. All employees shall be considered probationary employees for the first six (6) months of their employment. Probationary employees may be disciplined or terminated at any time for any reason whatsoever at the sole discretion of the Board, upon the recommendation of the Business Administrator, and such employees shall not be entitled to utilize the provisions of the Grievance Procedure. Upon completion of such probationary period, their seniority will be dated as of the date of the commencement of their employment. In the event that two (2) employees commence their employment on the same date, their respective seniority shall be determined by the alphabetical order of their last names, and if their last names are the same, then by the alphabetical order of their first names.
3. The Board shall maintain a seniority list of employees, copies of which shall be furnished to the Union. The Board shall furnish to the Union the names of new employees hired not later than fifteen (15) days following the date of their employment.
4. An employee's seniority shall cease and his employee status shall terminate for any of the following reasons:
  - A. Resignation or retirement
  - B. Discharge for cause
  - C. Continuous layoff for a period exceeding fifteen (15) months
  - D. Failure to report to work for a period of two (2) consecutive scheduled working days without notification to the Director of Buildings & Grounds of a justifiable excuse for such absence.

- E. Failure to report back to work immediately upon expiration of vacation, leave of absence or any renewal thereof unless return to work is excused in advance by the Director of Buildings & Grounds.
  - F. Conviction of an offense for which a sentence of imprisonment in excess of a term of three (3) months is authorized by the New Jersey Criminal Code.
  - G. Failure to comply with the provisions of Article 7, Section 7.A (boiler licensing).
  - H. Falsification of sign-in or sign-out records.
5. When the Board decides to reduce the workforce, all temporary employees shall be laid off first, followed by part-time employees second, and full-time employees last. Before full-time workers are laid off, they will be offered any part-time positions available first. If there are no part-time positions available, the Board will institute a Reduction in Force (RIF). Irrespective of the school to which the employee is assigned, the employee or employees in such job with the least seniority shall be laid off first.
6. Employees shall be recalled for work from lay-off in order of their seniority, provided that they have evidenced the requisite qualifications and ability to perform the work available. Employees will be notified of their recall by mail. It is the employee's responsibility to notify the employer of any address change that may occur during a lay-off. Failure to respond to a notice of recall within twenty (20) calendar days of mailing such notice shall terminate seniority. Employees continuously laid off for a period of fifteen (15) or more months shall not be entitled to recall.
7. A. When a vacancy occurs in a position within the bargaining unit, whether that position is an existing one or a newly established one, the vacancy shall be announced by the posting of a notice identifying the vacancy on appropriate bulletin boards for a period of five (5) calendar days. Interested employees may apply for the vacant position by indicating their interest in writing to the Director of Buildings & Grounds within the time limits specified in the posting. In all cases, announcements shall be given to the Union President or his/her designee, on the date the vacancy is posted by the Board.
- B. A vacancy will not be permanently filled for a period of five (5) working days after the date of posting. The Director of Buildings & Grounds shall have the right, in his direction, to fill a vacancy temporarily by transfer or otherwise, until such time as it may be permanently filled.
- C. Preferential consideration will be given to an employee request for a lateral transfer at the same job level, providing the employee has the required qualifications and ability to perform the work.

- D. Each employee who is promoted shall serve a probationary period of three (3) months in his new post. The probationary period shall be extended so as to include the summer months in each case wherein the summer months are not included within the three (3) month probationary period. The probationary period for purposes of this paragraph shall relate solely to the performance of the employee in the position to which he is promoted; in all other respects the employee shall retain all rights accrued under this Agreement.
8. A. Overtime at each school within the District shall be assigned in accordance with a seniority list (school list) containing the names of custodians assigned to each school.
- B. Overtime assignments at each school will be rotated equally, in order of seniority, beginning with the most senior employee on each of the school lists.
- C. If an employee on a school list does not accept an overtime assignment, the assignment will be offered to the next employee. An employee who does not accept an overtime assignment will be passed over in the rotation and shall not be offered another overtime assignment until his/her turn in the rotation is again reached.
- D. If all employees on a school list refuse overtime, overtime may be involuntarily assigned. Involuntary assignments of overtime will be rotated equally among employees on each school list in reverse order of seniority. Refusal to accept an involuntary overtime assignment shall be grounds for discipline.
- E. One overtime list will be maintained for all employees assigned to the maintenance shop. When an overtime assignment requires a specialized trade or skill, the employee in the maintenance shop who, in the sole discretion of management, possesses that requisite trade or skill will be assigned the overtime. In assigning overtime to employees in the maintenance shop, management will make good faith efforts to equalize overtime opportunities.
- F. Lists reflecting the last four weeks of overtime assignments shall be posted at each school and for the maintenance shop. The posted lists shall be updated weekly.
- G. During the heating season (October 1 through April 30), only custodians holding a valid Black Seal license shall be eligible to work overtime when only one custodian is required for the work involved. In such cases, a custodian not holding a Black Seal license will be passed over and will not be offered another overtime assignment until his/her turn in the rotation is again reached.
- H. Non-union supervisory custodians – Head Custodians, Assistant Head Custodians and Lead Foremen at the High and Middle Schools – shall not be included on the overtime school lists. Overtime for these employees shall be scheduled at the discretion of the Director of Buildings and Grounds.

I. Building and Boiler checks shall be performed by a non-union supervisor custodian. In the event that a non-union supervisory custodian is unable to perform building and boiler checks, the work will be assigned to a union supervisory head custodian. In buildings with computer controlled boilers, if boiler/building damage results from computer failure, bargaining unit workers will not be charged with wrongdoing or be held liable for damages.

J. Unit employees shall not be required to accept overtime assignments except for unforeseen emergencies on the following days: Thanksgiving, except for football games, Christmas Eve, Christmas Day, New Years Eve after 5:00 p.m., New Years Day, Good Friday and Easter. The Board shall discourage the use of school facilities on these days.

K. The Board shall maintain running overtime totals for each unit employee beginning on July 1 of each year. These totals shall be provided to the Union on a quarterly basis (September 30, December 31, March 31, June 30).

L. Whenever practicable, employees will receive at least seven days notice of overtime assignments.

9. Temporary or part-time help employed by the Board at any one time cannot exceed 15% of the entire full-time CWA workforce. Temporary employees shall be those who work less than four (4) continuous months during any calendar year and shall not acquire any rights under this agreement. Part-time employees shall be those who work less than an average of twenty-five (25) hours per week, shall be subject to the provisions of this agreement and shall acquire any rights hereunder.

## **ARTICLE 7 – HOURS OF WORK**

1. The normal work week shall consist of five days from Monday to Friday inclusive, shall consist of eight working hours per day and a one-hour lunch period.
2. The Board may, at its discretion, assign members of the bargaining unit to work shifts which start and end at various times. Any change in shift of a non-probationary employee in a particular school shall be subject to the principle of seniority. During the months of July and August and during the Christmas, mid-winter and spring recesses, members of the bargaining unit shall commence work at 7:00 AM and end at 3:30 PM, or there about, with a one-half hour lunch period.
3. Should the Board institute a shift which commences at or after 2:30 PM, each employee assigned to such a shift shall, in addition to his regular pay provided in ARTICLE 8 hereof, receive an additional eighty five dollars (\$85.00) per month for such shift work from July 2008 to June 2009, and additional ninety dollars (\$90.00) from July 2009 to June 2010, and an additional ninety five dollars (\$95.00) from July 2010 to June 2011. Any shift commencing after 2:00 PM shall consist of eight working hours per day and one-half hour meal period.



- 4. On days when schools are closed for teachers and pupils because of snow conditions, employees covered by this Agreement may be excused before the end of the work day depending upon conditions throughout the school district and contingent upon the approval of the Director of Buildings & Grounds.

**ARTICLE 8 – WAGES**

- 1. Employees will receive 4.6% across-the-board salary increases effective July 1, 2008, 4.6% across-the-board salary increases effective July 1, 2009, and 4.6% across-the-board salary increases effective and July 1, 2010.

- 2. A. Effective July 1, 2008, Longevity Payments will be paid as follows:

Following completion of 10 years in Millburn School District	\$ 700
Following completion of 19 years in Millburn School District	\$1,400
Following completion of 24 years in Millburn School District	\$2,100

- B. Effective July 1, 2009, Longevity Payments will be paid as follows:

Following completion of 10 years in Millburn School District	\$ 700
Following completion of 19 years in Millburn School District	\$1,400
Following completion of 24 years in Millburn School District	\$2,100

- C. Effective July 1, 2010, Longevity Payments will be paid as follows:

Following completion of 10 years in Millburn School District	\$ 700
Following completion of 19 years in Millburn School District	\$1,400
Following completion of 24 years in Millburn School District	\$2,100

- 5. A. Effective July 1, 2008, the minimum wages for the various job categories are as follows:

<b>Group I Maintenance Men (1)</b> <hr/>	<b>Group II Supervising Custodians (2)</b> <hr/>	<b>Group III Custodians Groundsmen &amp; Painters (3)</b> <hr/>
\$39,626.92	\$39,348.84	\$36,287.43

B. Effective July 1, 2009, the minimum wages for the various job categories are as follows:

<b>Group I Maintenance Men (1)</b> <hr/>	<b>Group II Supervising Custodians (2)</b> <hr/>	<b>Group III Custodians Groundsmen &amp; Painters (3)</b> <hr/>
\$41,449.76	\$41,758.89	\$37,992.94

C. Effective July 1, 2010, the minimum wages for the various job categories are as follows:

<b>Group I Maintenance Men (1)</b> <hr/>	<b>Group II Supervising Custodians (2)</b> <hr/>	<b>Group III Custodians Groundsmen &amp; Painters (3)</b> <hr/>
\$43,356.45	\$43,679.80	\$39,740.62

6. When an employee is temporarily transferred to a job in a different wage group, the following rules of compensation shall apply:

- A. When a member of the bargaining unit is temporarily transferred or assigned to a position within the unit at a higher pay rate classification, he shall be paid at his normal wage rate for the first five continuous days worked. If he works six or more continuous days in a temporary position, he shall be paid for each day worked from the first day at his same step level but in the higher group category pro-rated with no cap imposed.
- B. When a member of the bargaining unit is temporarily transferred or assigned to a non-union position, he shall be paid at his normal wage for the first five continuous day worked. If he works six or more continuous days in the temporary position, he will be paid a stipend of \$20 per day for the first forty-five days worked and \$25 per day thereafter.
- C. The temporary transfer of a member of the bargaining unit to a non-union supervisory position or to a position having a higher classification shall be at the discretion of the Director of Buildings & Grounds.

- D. Members of the bargaining unit temporarily transferred to a non-union supervisory position shall remain a member of the bargaining unit.
7. A. As a condition of continued employment, all employees covered by this Agreement shall acquire State licensing as qualified firemen (Black Seal) within two (2) years of the date of employment. At the sole discretion of the Board, the time period to acquire State licensing may be extended by up to six additional months. All employees employed prior to July 1, 1972 are exempt from this provision.
- B. The Board shall reimburse each employee for the cost of the annual Black Seal licensing fee.

### **ARTICLE 9 – VACATIONS AND HOLIDAYS**

1. Each employee who has been continuously employed for not less than six (6) months nor more than five (5) years as of July 1, 1991 and each succeeding July 1 thereafter, shall receive one (1) day of vacation for each month of continuous previous employment between July 1 and June 30, provided that the total number of vacation days shall not exceed ten (10) employees who have been continuously employed for five (5) years or more as of July 1, 1991 and each succeeding July 1 thereafter shall receive paid vacations in accordance with the schedule set forth below:
- AFTER 5 YEARS – 15 DAYS**
- AFTER 10 YEARS – 20 DAYS**
2. A. Seniority shall prevail in the selection of vacation time off when practicable. Vacations shall normally be taken during June, July and August, subject to the requirements of the workload.
- B. Each custodian may apply for vacation time off during the school year under the following conditions:

Vacation time off during the school year shall only be taken while school is in session.

Vacation time off during the school year shall be limited to five (5) continuous days.

Only one employee in the Bargaining Unit may take vacation during the school year at any particular time.

The granting of vacation time off during the school year shall be at the discretion of the Director of Buildings & Grounds, and the refusal to grant vacation time off during the school year shall not be grievable.

C. The selection of time off for vacation is subject to the prior approval of the Director of Buildings & Grounds. Selections of vacation time off during June, July and August shall be submitted, in writing, not less than sixty (60) days prior to the vacation date selected upon forms provided for the purpose of the selection. Selections of vacation time off during the school year shall be submitted, in writing, not less than thirty (30) days prior to the vacation date selected.

3. Employees shall be paid vacation pay before the start of their vacations.

4. A. During the term of this Agreement, the designated paid holidays shall be July 4<sup>th</sup>, Labor Day, Rosh Hashanah, Yom Kippur, Thanksgiving, the day after Thanksgiving, the day before Christmas (Christmas Eve), Christmas, New Year's (January 1), Martin Luther King Day, Washington's Birthday, Good Friday and Memorial Day, provided school is not in session.

B. In addition to the above holidays, each employee shall be given a credit day for Columbus Day, Lincoln's Birthday and Veterans' Day. The credit days for Columbus Day and Lincoln's Birthday shall entitle each employee to the two days off when schools are closed for the annual teachers' convention. The credit day for Veterans' Day shall entitle each employee to one additional day off on or subsequent to the occurrence of Veterans' Day chargeable to the Personnel Absence allowance as provided in Article 15, Section 5.E.

C. Should a holiday fall on a Saturday, it will be celebrated on the preceding Friday. Should a holiday fall on a Sunday, it will be celebrated on either the preceding Friday or the succeeding Monday, as determined by the Business Administrator. In the event that any holiday should fall on a day when school is in session, it will be celebrated on a day when school is not in session. This paragraph does not apply to Yom Kippur or Rosh Hashanah.

#### **ARTICLE 10 – OVERTIME AND CALL-IN PAY**

1. The regular work week for employees shall be forty (40) hours. All hours worked in excess of eight (8) hours in any one day or forty (40) hours in any one week shall be paid at overtime rates. Compensatory time off shall not be substituted for overtime pay. The hours of any excused absence with pay under the terms of this Agreement shall be counted as hours worked.

2. Overtime rates shall be as follows: Hours of overtime worked, except on Sundays and holidays, shall be paid at one and one-half (1-½) times an employee's regular pay rate; hours of overtime worked on Sunday shall be paid at two (2) times an employee's regular pay rate; hours of overtime worked on designated holidays, except Rosh Hashanah and Yom Kippur, will be paid at two (2) times an employee's regular pay rate plus the day's pay for the holiday. Rosh Hashanah and Yom Kippur; and Martin Luther King's birthday, shall be

paid at one and one-half (1-½) times an employee's regular pay rate plus the day's pay for the holiday.

3. Whenever an employee is required to report to work after having discharged his duties during the normal workday, the employee shall be guaranteed a minimum of four (4) hours of work at overtime rates. This provision shall not apply when the overtime hours worked are an extension of the normal work day (whether before commencement or following termination of the work day) or when the overtime work has been scheduled with the employee, as in the case of building rentals.

During snow events, employees who are called in for overtime hours (whether by telephone, e-mail, verbally, or any other communication) before the commencement of the workday shall be guaranteed a minimum of three (3) hours overtime.

### **ARTICLE 11 – BUS DRIVERS**

In the event that any employee shall, at the request of the Board, serve as a temporary bus driver, including any familiarization period preceding the actual driving time, such employee shall receive \$1.00 per hour for each hour so served in addition to his normal hourly pay. The Board reserves the right to select those employees who shall serve as temporary bus drivers. The Board shall arrange, at its sole cost and expense, for appropriate training and licensing. The Board and Union will cooperate in the selection of appropriate employees to be trained.

### **ARTICLE 12 – PAYROLL**

1. Pay Days

Each employee covered by this Agreement shall be paid his base pay semi-monthly in accordance with the scheduled pay dates for all other employees of the Board. All overtime pay, if any, shall be paid on the 15<sup>th</sup> of the month following the month in which it is earned.

2. Automatic Bank Deposits

The Board shall provide automatic payroll bank deposits for all employees who request it as long as there is no cost to the Board. The full amount of the paycheck must be deposited.

### **ARTICLE 13 – WORK CLOTHING**

1. By September 1<sup>st</sup> of each year, the Board will purchase work uniforms annually consisting of eight (8) pieces of clothing, limited to shirts, trousers, winter hat and snow gloves, for each employee covered by this Agreement. Each employee shall have the option if selecting the desired quantity of shirts, trousers, winter hats and snow gloves not to exceed eight (8) in the aggregate. Each employee shall maintain such uniforms in a suitable and presentable condition. The

selection of the type and style of uniforms shall be at the discretion of the Director of Buildings and Grounds. Only the work uniform provided or a similar replacement shall be worn. In lieu of the eight (8) pieces of clothing, an employee may select a jacket, sweatshirts, tee shirts, pocket tee shirts, shorts, or socks as approved by the Director of Buildings and Grounds. The cost of any and all items shall not exceed the total cost of the basic eight (8) pieces of clothing. In addition, employees shall be given an additional allowance of \$110.00 per year to purchase approved footwear. In lieu of footwear, individuals may elect to take a \$50.00 allowance toward additional clothing items pre-approved by the Director.

2. The failure to wear the complete uniform for an excessive period of time may result in a conference with the supervisor and a notice placed in the employee's personnel file. Continued failure to wear the complete uniform, after such notice, may result in the withholding of a wage increase as provided in Article 8.
3. The Board will purchase foul weather gear consisting of a hood, jacket, trousers of rubberized or other waterproof material, and boots for each custodian who requests such gear.
4. The Board will furnish employees covered by this Agreement temporary coveralls for the performance of unusually dirty work for the purpose of protecting the employee's uniform.

#### **ARTICLE 14 – HEALTH CARE, DENTAL BENEFITS AND EMPLOYEE ASSISTANCE PROGRAM**

The Board, as its sole cost and expense, will provide health care benefits, dental benefits and employee assistance program equal to those afforded the Millburn Education Association.

For any new employee hired after May 20, 1997, the Millburn Board of Education shall provide 100% of the cost of health benefits for the managed care program offered by the Board. If an employee chooses the indemnity plan, he/she shall pay 100% of the cost difference of the indemnity and managed care plans through payroll deductions. The same would be true for dental coverage.

#### **ARTICLE 15 – ABSENCE FROM WORK**

##### **1. Sick Leave**

A. Each employee shall accumulate one (1) day of sick leave for each full month of his employment within the fiscal year. Sick leave shall accrue for the first year of employment as of the starting date of employment, e.g., a 12-month employee starting on July 1 shall immediately be credited with 12 sick days; a 12-month employee starting on October 1 shall immediately be credited with 9 sick days. The number of unused days in any year shall be accumulated from year to year, as long as employment is continuous.

B. Extra sick leave in cases of extended illness when all accumulated sick leave has been exhausted may be granted on a case-by-case basis.

C. The purpose of sick leave is to provide relief in cases of personal sickness, personal accident or quarantine in the employee's immediate household.

D. Continuous personal illness absence of five (5) days or more must be certified by a properly licensed physician.

E. All sick leave days used in accordance with the provisions of this Agreement shall be paid at the employee's normal wage rates, including second shift differential, if applicable.

F. An employee leaving the employ of the Board who, at the time of separation, becomes officially retired under provisions of the retirement plan and commences at that time to receive retirement pension benefits under the plan will also receive payment from the Board for a fraction of unused sick days accumulated during the course of employment in the Millburn School District. Such payment shall be equal to that afforded the Secretarial Unit under "Terminal Leave Plan" in the Agreement between Millburn Board of Education and Millburn Education Association. Such payments shall be subject to Federal and State withholdings.

## 2. Maternity Leave

A. As soon as any female employee shall become aware of her pregnancy, she shall immediately notify the Director of maternity leave of absence, without pay. The commencement of such leave shall be upon such date as is recommended by a licensed physician who is mutually agreeable to the Board and to the employee. The physician shall supply the Director of Buildings & Grounds with a written notification as to the commencement of maternity leave. Maternity leave shall be for a maximum period of one (1) year.

B. Any such employee who has been granted a maternity leave of absence, may be required, before she is permitted to return to active duty, to undergo an examination by a physician mutually agreeable to the Board and the employee, and any other examination deemed necessary by the Board, so that it might satisfy itself that the employee is able to perform her duties in a proper manner.

C. Maternity leave provisions and benefits shall be consistent with currently prevailing statutes and court determinations.

### 3. Jury Duty

A. Any employee who is required by law to serve on a jury in a court of record, upon presentation of court notification to the Director of Buildings & Grounds one working day after receipt and upon satisfactory proof to the Board that such service was rendered, shall be reimbursed by the Board for and during the time he is required to be in attendance in Court in an amount equal to his normal wage rate including second shift differential, if applicable.

B. Any employee working a shift, which commences at or after 3:00 P.M., who is required to serve on a jury in a court of record shall be temporarily transferred to a day shift for the period of such jury service. During such time, he shall continue to receive his shift differential pay.

C. When an employee is called for jury service, he shall be excused from work on days when he is required to be in Court, provided, however, that if the time required for jury service in any one day does not extend beyond 12:00 o'clock noon, the employee will be required to report for work the remainder of the day.

D. Any jury pay, including any reimbursement by the Court for travel or meal allowance, shall belong to the employee.

### 4. Union Conventions and Workshops

The employees covered by this Agreement shall be granted up to eight (8) days aggregate time off with pay to attend National, District or State Union Conventions and workshops of the Communications Workers of America, AFL-CIO, or its affiliates.

### 5. Excused Absences

A. Absence up to five (5) days per year will be allowed with pay provided the absence is approved five (5) days in advance of such requested absence, by the Director of Buildings & Grounds, unless because of the nature of the emergency, advance notice is not possible. Approval of an excused absence request will not be arbitrarily withheld. Excused Absence days are non-cumulative. These absences are in addition to those included in this Article under Sections A through D.

B. Excused absences are for the purpose of attending to unavoidable occurrences, which cannot be conducted at a time other than during the workday. Examples of approvable unavoidable occurrences include personal, legal, household or family obligations which cannot be performed at times other than working hours, legal matters which cannot be taken care of at another time, spouse giving birth and illness in the employee's immediate household. Other equally unplanned or unavoidable occurrences may be approved.



C. One (1) day per year of the excused absence time may be taken by each employee covered by this Agreement on the day of the employee's birth date. Should the birth date fall on a non-work day, an alternate date may be selected by the employee, subject to the approval of the immediate supervisor and the Director of Buildings & Grounds. The excused absence time for a birthday must be used by the employee prior to the end of the fiscal year in which it falls. For those employees whose birthday falls during the last two (2) weeks in June, an alternate day during the last two (2) weeks in May or the first two (2) weeks in June may be requested.

D. One (1) day per year of the excused absence time may be taken by each employee covered by this agreement as a credit day for Veterans' Day as covered in Article IX, Section D.

E. Up to two (2) additional excused absence days may be granted when all other excused absence days have been exhausted. Any request for additional excused absence day(s) shall be evaluated on a case-by-case basis and is subject to the approval of the Board of Education upon the recommendation of the Business Administrator. The decision of the Board of Education shall be final and denial of the request shall not be grievable.

F. Any excused absence days not utilized by the end of the year shall be converted to sick leave days and accumulated as such.

6. Federal and State Leave Act Benefits

Employees who meet the requirements of the New Jersey Family Leave Act and/or the Federal Family and Medical Leave Act shall be entitled to the benefits of those statutes as applicable to the circumstances of the individual employee.

7. No employee will be required to utilize his/her earned sick, vacation or personal time if absent from work due to a work related injury as determined by the District's workers compensation carrier.

8. Each employee is entitled to up to three (3) days per occurrence without loss of pay for the death of immediate family members. Immediate family includes: spouse, child, parent, grandparent, in-law, sibling and significant other.

## **ARTICLE 16 – JOB DESCRIPTIONS**

Work assignments are not a part of this Agreement; however, job descriptions are set forth in Schedule A annexed hereto for information purposes only.

## **ARTICLE 17 – EMPLOYEE RIGHTS**

Whenever any employee is required to appear before the Board of Education or any committee or members thereof concerning any matter which could adversely affect the continuation of that employee in the position held or employment, or the salary or any increments pertaining thereto, then that employee shall be given prior written notice of

the reasons for such meeting or interview and shall be entitled to have a Union representative present for advice and representation during such meeting or interview.

### **ARTICLE 18 – MANAGEMENT RIGHTS**

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable rules and regulations:

1. To direct the members of the bargaining unit;
2. To hire, promote, transfer, assigned and retain employees in positions in the school district;
3. To suspend, demote, discharge or take other disciplinary action against members of the unit in appropriate cases, subject to an employee's right to resort to the grievance procedure;
4. To relieve members of the bargaining unit from duty because of lack of work or for other legitimate reasons;
5. To maintain the efficiency of the school district operations entrusted to the Board;
6. To determine the methods, means and personnel by which such operations are to be conducted, and
7. To take whatever action may be necessary to carry out the mission of the school district in emergency situations.

### **ARTICLE 19 – EXHAUSTION OF REMEDIES**

The procedures set forth in this Agreement for the resolution of controversies, disputes, questions and proposals shall be exclusive and no other procedures shall be employed until the procedures set forth herein are fully exhausted.

### **ARTICLE 20 – EFFECTIVE LAWS**

The Board and the Union understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law or regulation, such illegality or invalidity shall affect only the particular provision, which shall be deemed of no force and effect, but it shall not affect the remaining provisions of this Agreement.

### **ARTICLE 21 – DISCIPLINE FOR CAUSE**

1. No employee shall without just cause be disciplined by discharge, reprimand, reduction in rank or compensation. Notwithstanding anything to the contrary set forth in this Agreement, and in accordance with N.J.S.A. 34:13A-5.3, nothing in this agreement shall be construed as permitting negotiations of the standards or criteria for employee performance. Any disciplinary action asserted against the employee, or any agent or representative thereof, shall be subject to the Grievance Procedure set forth in Article 5 of this Agreement.

2. Except in circumstances where behavior is more severe, discipline shall be progressive in nature and conducted in a private place.
3. The degree of discipline administered by the Employer in a particular case must be reasonably related to: (1) the seriousness of the employee's proven offense; and (2) the record of the employee and his/her service with the Employer.
4. Any discipline which results in a removal or suspension pending removal shall not be imposed prior to the employee having an informal hearing with the Business Administrator or his/her designed agent, unless there is imminent threat to health or safety.
5. The Employer agrees to set forth in writing that the employee has the right to have Union representation when disciplinary action is taken or imminent.
6. The Employer agrees that whenever an employee has a disciplinary hearing with a member of the agency that is higher in authority than their immediate supervisor, that the Union shall be notified prior to the hearing.
7. If a job related complaint is lodged against an employee, the employee shall be informed of the nature of the complaint and the identity of the complainant.
8. If the Employer takes a disciplinary action against an employee and if the Union files appropriate appeal action, the Employer agrees to provide the Union with copies of all documentation upon which it shall rely to support the disciplinary action. In addition, the Union agrees to provide the Employer with copies of all documents upon which it shall rely at any subsequent hearing at least forty-eight (48) hours in advance of the scheduled hearing date. Any such documentation which becomes known for the first time within the forth-eight (48) hour period shall be provided as soon as possible thereafter, prior to the commencement of such hearing.

## **ARTICLE 22 – HEALTH AND SAFETY**

1. Health and safety is a concern of the Employer and the Union. The Employer and the Union mutually recognize the need for a safe and healthful work environment for all employees.
2. The employer agrees to make reasonable effort to ensure optimum working conditions and to comply with federal, state and local health and safety laws and regulations.
3. The Employer and the Union agree to provide that a Health and Safety Committee shall be comprised of one (1) management representative and two (2) union representatives which shall meet quarterly or as needed. The purpose of the committee is to make recommendations to the Board concerning the improvement or modification of working conditions which represent hazards to the employees, students, clients served by the Board, and to the property of the Board.

4. Either party shall give as prompt notice as can reasonably be given to the other upon discovery of a health hazard.
5. The Employer and the Union shall communicate and exchange information regarding health and safety hazards of all employees.

#### **ARTICLE 23 – NON-DISCRIMINATION**

The Employer and the Union agree there shall be no discrimination against any employee in any protective category under the New Jersey Law Against Discrimination, Union membership, or legal Union activity permitted herein.

#### **ARTICLE 24 – UNION ACTIVITIES ON THE WORKSITE**

1. The Union shall have the right to distribute information dealing with proper, legitimate Union business to employees work areas during non-working hours (lunch, break, and before/after work).
2. The Union shall be provided with a bulletin board in a prominent location in the main Board of Education Center building for the purpose of posting materials related to Union matters. Such material shall be posted and removed by representatives of the Union. The material shall not contain anything profane, obscene, or defamatory with respect to the Board, it's representatives or employees.
3. When new employees are hired, the Union President or designee shall be given notice and shall be permitted to make a fifteen (15) minute presentation and provide Union information.

#### **ARTICLE 25 – LIABILITY INSURANCE AND TRAVEL REIMBURSEMENT**

##### **1. Liability Insurance**

When an employee is involved in an automobile accident while conducting school district business, or called to report to work in the event of an emergency, and the employee is required to pay the deductible portion of the cost of repair covered by a standard insurance policy, he or she shall be reimbursed the deductible portion up to \$500.00 of the repair cost upon receipt of proof of payment and appropriate insurance documentation.

##### **2. Travel Reimbursement**

With advance approval, the employee shall be compensated at the State allowable mileage reimbursement rate, for the use of a personal automobile while engaged in work activity.

**ARTICLE 26 – TERM OF CONTRACT**

This Agreement shall become effective July 1, 2008 and continue in effect until June 30, 2011, and from year to year thereafter unless and until either of the parties desire to change or terminate the same. The party desiring such change or termination shall notify the other party in writing of that fact prior to September 15 of the year prior to the proposed date of change or termination, and after notification, negotiations shall commence.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed on their behalf

**BOARD OF EDUCATION OF THE TOWNSHIP OF MILLBURN**

BY: \_\_\_\_\_ Samuel D. Levy, President

\_\_\_\_\_ Robert L. Zeglarski, Asst. Supt. for  
Business

Dated: \_\_\_\_\_

**COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO**

BY: \_\_\_\_\_ John A. Polk, Secretary-Treasurer  
CWA Local 1031

Dated: \_\_\_\_\_

\_\_\_\_\_ Richard Wolfgang, Shop Steward

Dated: \_\_\_\_\_