

CONTRACT BETWEEN
BOARD OF EDUCATION OF CHESTER TOWNSHIP
AND
MORRIS COUNCIL NO. 6/IFPTE
2004-2007

PREAMBLE

This Agreement made and entered into the 15th day of February 2005, by and between the Chester Board of Education, Morris County, New Jersey, hereinafter referred to as the Board, and NJCSA, Morris/Council 6/IFPTE, hereinafter referred to as the Association, is the final and complete understanding between the Board and the Association on all bargainable issues and as such will serve to promote and maintain a harmonious relationship between the Board and those of its employees who are subject to this Agreement in order that more efficient and progressive public service be rendered.

ARTICLE I
RECOGNITION

- A. The Board hereby recognizes the Association, as the exclusive representative for collective negotiations concerning grievances; and terms and conditions of employment for all regularly employed persons whose titles include custodians and maintenance. Excluded from the bargaining unit are: substitute employees and seasonal employees.
- B. The term employee when used in this agreement shall refer to all employees represented by the Association in the negotiation unit as above defined, and references to male employees shall include female employees.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Pursuant to Chapter 123 P.L. of 1974 the Board agrees to enter into negotiations with the Association in a good faith effort to reach agreement on terms and conditions of employment.
- B. Negotiations will commence in accordance with the guidelines established by PERC. The parties will exchange proposals thirty (30) days prior to the PERC date.

ARTICLE III
EMPLOYEE RIGHTS

- A. The Board hereby agrees that every employee shall have the right to freely organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other activities normally ascribed to employee organizations.
- B. Employees participating in grievance hearings and all other matters of representation which have been mutually scheduled during working hours shall suffer no loss of pay.

ARTICLE IV
ASSOCIATION RIGHTS

- A. The Association shall have the right to use school buildings at reasonable times, outside of school hours, for the purpose of holding meetings subject to the prior (two days under normal conditions) approval of the building principal and the School Business Administrator.

- B. The Association shall have the use of the inter-school mail facilities and school mail boxes provided no cost is incurred by the Board.
- C. The Association may use school equipment at reasonable times when such equipment is not otherwise in use. The Association shall reimburse the Board for the cost of all materials and supplies incidental to such use.
- D. It is recognized by the parties to this agreement, that the responsibility of handling grievances, administering this contract, and disposing of disputes which may arise is a duty of the Association.
- E. Whenever meetings are mutually scheduled concerning the contract, grievances, or negotiations two members of the Association may attend without loss of pay.

ARTICLE V
BOARD RIGHTS

- A. The Board on its own behalf and on behalf of the electors of the district hereby retains and reserves unto itself, the powers, rights, authority, duties, and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and the United States.
- B. All rights of management, which are not specifically and expressly limited by the provisions of other Articles of this Agreement, are retained by the Board. These include, but are not limited to: The complete management of the school system and the direction of the working forces; the right to plan, direct and control all of the operations or services to be performed by the employees of the Board; the right to schedule work or work to be performed; the right to maintain efficiency; the right to extend, maintain, curtail or terminate, in whole or in part, all educational operations regardless of the reasons therefore; the right to hire, determine initial salary, promote, demote, assign work, transfer employees between and among schools; suspend, discipline or discharge in accordance with the terms of the Agreement and applicable law; the right to make, amend, and enforce rules and regulations; the right to introduce new and improved methods, procedures and equipment or eliminate existing methods, procedures or equipment; and the right to determine the number of persons to be actively employed at any one time are among the exclusive rights of the Board.
- C. Nothing contained herein shall be construed or interpreted to deny or restrict the Board of its rights, responsibilities, and authority under Title 18A, N.J.S.A. or any other federal, state, County, district, or local laws or regulations as they pertain to education except as is herein specifically and expressly provided.

ARTICLE VI
GRIEVANCE PROCEDURE

A. Definitions

- 1. Grievance A "Grievance" is a claim by an employee; group of employees, or the Association based upon the interpretation, application, or violation of this agreement, policies or administrative decisions affecting an employee or group of employees. Association grievances will identify the grievants.

2. Aggrieved Party An "Aggrieved Party" is the person or persons or the Association making the claim.

B. Purpose

1. The purpose of this procedure is to secure at the lowest possible level an equitable solution to the problems which may arise affecting the terms and conditions of this agreement. The parties agree that this procedure will be kept as informal as may be appropriate.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with his/her immediate supervisor and having the grievance adjusted without the intervention of the Association.

C. Steps of the Grievance Procedure

Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved 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 the acceptance of the decision at that step.

All grievances under these steps shall be in writing, shall specify the section or article of the contract violated, if applicable, the date of the violation, and the relief sought. The number of days indicated at each step should be considered as a maximum and every effort should be made to expedite the process.

Step One

(a) An aggrieved employee shall institute action in writing under the provisions hereof within fifteen (15) working days of the occurrence of the grievance and an earnest effort shall be made to settle the difference between the aggrieved employee and his immediate supervisor. Failure to act within said fifteen (15) working days shall be deemed to constitute an abandonment of the grievance.

(b) The supervisor shall render a written decision within five (5) working days after receipt of the grievance.

Step Two

(a) In the event a satisfactory settlement has not been reached, the employee may, with approval of the Association, appeal the Step One decision to the Superintendent within five (5) working days following the decision at Step One.

(b) The Superintendent shall render a decision in writing within ten (10) working days from the receipt of the grievance.

Step Three

- (a) In the event the grievance has not been resolved at Step Two, then within five (5) working days following the determination of the Superintendent of Schools the matter may be submitted by the Association to the Board of Education for review.
- (b) The Board of Education, or a committee thereof, shall review the matter and make a determination within thirty (30) calendar days from the receipt of the grievance.

Step Four

- (a) In the event an employee is dissatisfied with the determination of the Board, the Association shall have the right within seven (7) calendar days to request arbitration. The procedure for securing the services of an arbitrator shall be that of the American Arbitration Association and the parties shall be bound by the rules of the American Arbitration Association during the proceedings.
- (b) The decision of the arbitrator shall be binding.
- (c) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to nor subtract anything from this agreement.
- (d) Costs - the costs of employing the arbitrator shall be shared equally by the Board and the Association.

D. Rights to Representation

- 1. Any aggrieved person may be represented at Steps One and Two of the grievance procedure by himself or by a representative of the Association.
- 2. If the Association is not the chosen representative, it shall be notified in advance of such meeting and shall have the right to be present and state its views in writing. The Association shall have the sole right to determine if unresolved grievances are processed to Step Three and beyond.
- 3. The Board and the Association shall assure the individual freedom from restraint, interference, coercion, discrimination, or reprisal in respect to a personal grievance.

E. Miscellaneous

- 1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum, and every effort shall be made to expedite the process.
- 2. It is understood that employees and the employer 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 thereon shall have been fully determined.
- 3. It shall be the general practice to process grievances during times which do not interfere with assigned duties of employees. In the event that the Board of Education agrees to hold the proceeding during regular working hours, an employee and association representative participating in any level of the

grievance procedure with any representative of the Board shall be released from their assigned duties for that purpose without loss of pay.

4. The form for filing grievances is shown in Appendix B.
5. All documents, communications and records dealing with processing of a grievance shall be filed in a separate grievance folder and shall not be kept in the personnel folder of any of the participants.

ARTICLE VII **WORK DAY, WORK WEEK, AND OVERTIME**

A. Work day/Work week

1. The workweek shall consist of forty (40) hours on five (5) consecutive days. Holidays and paid sick days shall count in the computation of the forty (40) hours.
2. Custodial personnel shall have a thirty (30) minute lunch break included in the eight (8) hour workday.

B. Overtime

1. The hourly rate of pay for custodial/maintenance grounds persons shall be determined by dividing an individual's annual base salary by 2,080 hours. The term annual base salary includes stipends such as boiler license and head custodian, and any other premium payments received.
2. All work performed in excess of forty (40) hours per week shall be compensated for at the rate of one and one-half (1 1/2) times the individual's hourly rate of pay. Overtime shall be calculated to the nearest quarter hour. Paid holidays and paid sick days shall be included in the computation of the forty (40) hour work week.
3. Overtime shall be distributed as equitably as possible subject to the needs of the district and all employees shall be expected to work a reasonable amount of overtime.
4. The overtime provisions of this clause shall apply only to full time employees

C. Call-in Pay

1. Employees who are required to return to the school district without prior notice after completing their regular work shift or who are required to report on their day(s) off due to emergency situations will be guaranteed a minimum of four (4) hours pay at one and one-half (1 1/2) times the employees hourly rate, if they work a forty hour work week.

D. Work Schedules

1. The scheduled work hours for each employee may be changed on a permanent or season (summer) basis or as substitution for day/night employees as necessary.

E. Inclement Weather Schedule

1. The Custodian's work day will be determined at the Superintendent's discretion or his designee. At a minimum the walkways will be cleared and the school cleaned for opening the next day.

ARTICLE VIII
HOLIDAYS

- A. Employees shall be granted fifteen (15) paid holidays per year. The holidays will be scheduled by the Board and included in the school calendar. The holiday schedule and modifications will be distributed to all employees within two (2) weeks of adoption.
- B. Holidays will occur only on days when the schools are not in session and scheduled days may be changed by the Board if it is necessary to modify the school year due to emergency closing or inclement weather.
- C. The fifteen (15) paid holidays shall include: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day.
- D. Should any holiday listed above fall on a weekend, the day immediately preceding or following the holiday shall be scheduled as the holiday.
- E. Ten month employees will receive only those holidays that are scheduled during their work year.
- F. During the school years when the Board schedules more than fifteen (15) paid holidays for secretarial/clerical employees, the custodial employees shall also receive these additional holidays.
- G. If a holiday falls on a school day, the employee shall have the option to take the holiday at a later date or carry it over to next year.

ARTICLE IX
VACATIONS

- A. Twelve-month employees shall have vacations according to the following schedule:
 - 1. Twelve months employment or less: one half (1/2) day per full month of employment with a maximum of five (5) days.
 - 2. One through five full years of employment - ten (10) days.
 - 3. Six through ten full years of employment - fifteen (15) days.
 - 4. Eleven or more years - twenty (20) days.
- B. Vacation eligibility shall occur on July 1 of each school year and shall be earned in the preceding school year in accordance with the above schedule. The full year shall be interpreted as having been employed for at least nine (9) full continuous months during the period July 1 - June 30 of a given year. Vacation request should be submitted the first two weeks in April and will be approved by seniority. Response will be made within thirty (30) days.
- C. Vacation will normally be taken during the summer months and will be subject to the approval of the Superintendent or Board Secretary. The Superintendent will announce by April 1 each year the number of vacation weeks that may be taken during the months of July and August. Vacations may be taken at other times with the approval of the immediate supervisor and the Superintendent. Vacation days will not be granted during the two-

week period immediately preceding the first student school day of each year. (Example: Students begin school on September 8th. The last vacation day is August 24th.)

- D. With the approval of the Superintendent, a maximum of five (5) vacation days may be carried over to the next school year.

ARTICLE X
LEAVES OF ABSENCE

A. Sick Leave

Twelve (12) month employees shall be entitled to twelve (12) sick leave days per year and ten (10) month employees shall be entitled to ten (10) days per year. Unused sick days shall accumulate from year to year without limitation. If an employee is hired during a school year, he/she will be granted one sick day per month for each full month of work.

B. Bereavement

Up to a maximum of three (3) days per occurrence may be granted in the event of death of the employee's parent, child, spouse, brother/sister, parent-in-law, or relative living in the immediate household.

C. Personal Leave

1. Each employee shall be granted one (1) day per year for personal reasons. Except in emergency situations, two (2) work days' notice shall be required. Approval shall not be required and no reason need be given by the employee.

2. The Superintendent may grant an unlimited number of additional days with sufficient reason including, but not limited to family emergency, business that cannot be conducted at any other time, etc. Each occasion must be approved by the Superintendent.

ARTICLE XI
HEALTH INSURANCE PROTECTION

- A. Employees hired before July 1, 1997 will have three medical insurance options for themselves and eligible dependents effective July 1, 2000.
 - a. Traditional with a \$100/\$300 deductible
 - b. PPO
 - c. POS... Such employees, who voluntarily enroll in POS for an effective date of July 1, 2000, will receive a one-time taxable payment of 90% of the premium difference between Traditional and POS for the period July 1, 2000, through June 30, 2001.
- B. For employees and eligible dependents hired after July 1, 1997, the Board premium expense will be limited to 100% of the POS plan.
- C. All employees described in Paragraph 2 may choose a plan other than POS by paying 100% of the premium difference between Traditional and POS, or PPO and POS via a Section 125 Plan offered by the Board.
- D. Employees, who voluntarily waive the insurance benefits set forth above, will be paid forty percent (40%) of the 2003-2004 rate of the premium cost of the lowest program. Payment to the employee will be made in July following twelve (12) consecutive months

out of the insurance plan. Once an employee voluntarily waives insurance coverage, the employee may not enroll in the insurance program until the insurance carrier's open enrollment period. Employees hired after July 1st of any year, who elect not to take insurance coverage or employees who terminated employment prior to June 30th, shall have the payment prorated based on the number of months the staff member was employed.

ARTICLE XII
WAGES AND OTHER PAYMENTS

- A. Employees shall receive two salary checks every month. Such checks are to be received on the 15th and last day of the month. In the event that a payday falls on a weekend or other non-work day, employees shall receive their checks on the last workday prior to the non-work day.
- B. The wages for all employees covered by this Contract are shown in the attached Appendix A.
- C. The wage rate for employees hired after the effective date of this contract shall be determined by the administration, but will be based on their level of experience and expertise.
- D. Overtime pay shall be issued to the employee within thirty (30) days of the submission of the overtime voucher, to be issued by separate check, if overtime earnings exceed \$100.00.
- E. Employees retiring and eligible for a pension in accordance with the provisions of the Public Employees Retirement System and the estates of employees who die while employed by the Board shall receive severance pay at the rate of thirty-five (\$35.00) dollars per day for each unused sick leave day accumulated to a maximum of one hundred and fifty (150) days of accumulated sick leave.
 - 1. The employee shall notify the Board of his intention to retire one (1) year prior to the effective date of retirement, whenever possible.
 - 2. The severance pay to which an employee is entitled under the provisions of this section shall be paid in a lump sum payment within thirty (30) calendar days of retirement.

ARTICLE XIII
POSTING PROCEDURES

- A. In the event of a job vacancy, new position or promotion, the Superintendent/Board Secretary shall post a notice of the opening for ten (10) school days prior to the close of the application period on all bulletin boards where notices are usually posted, including the bulletin board in the custodial office, and a copy will be given to the President.
- B. The posting shall include the procedure to be followed in applying for the position, a brief description of the necessary qualifications, and the salary.
- C. The posting shall state whether the job is temporary or permanent.
- D. All employees responding to the posting shall receive an acknowledgment of receipt of response and their application will be considered. Applicants for positions offering a higher rate of pay will be interviewed. The qualified applicant with the most seniority shall have an opportunity to fill the position with a ninety (90) day probationary period.

ARTICLE XIV
WORK RULES

- A. The Board may adopt and post or otherwise disseminate such rules and regulations as it may desire, provided that the same are not contrary to this agreement.
- B. Employees shall receive written copies of all performance and/or conduct evaluations. The employee shall sign the file copy of the evaluation for the sole purpose of indicating receipt of a copy of the evaluation. Each employee shall receive a minimum of one (1) written performance evaluation per school year prior to April 1. Employees shall have the right to respond to the evaluation in writing. The written response shall be attached to the evaluation. Written response shall be submitted within ten (10) workdays or receipt of the evaluation.
- C. Employees shall be probationary during the first four (4) months of employment and may be disciplined or terminated without recourse to the arbitration procedure contained in this Agreement. Grievances concerning the disciplining or discharge of a probationary employee may only be processed to Step 3 of the grievance procedure.
- D. During the probationary period for each new employee, the policies and procedures for cleaning will be clearly demonstrated. All employees will adhere to these policies and procedures when performing custodial duties.
- E. Each employee will be required to attend instructional seminars, given by a third party on the premises, for the purpose of updating policies and procedures used by the custodial staff.
- F. Uniforms:
 - 1. The first year of employment, each employee shall be provided ten (10) uniforms, with a minimum of five (5) of the uniforms to be winter uniforms.
 - 2. In subsequent years, four (4) uniforms with a minimum of two (2) of the uniforms to be winter uniforms will be provided.
 - 3. Winter uniforms consist of 100% cotton uniform long pants and 100% cotton collared button down uniform shirts. Summer uniforms consist of 100% cotton knit collared uniform shirts and uniform shorts as provided by the district.
 - 4. Winter uniforms are required to be worn whenever students occupy the buildings.
 - 5. Each calendar year up to five (5) uniforms may be replaced for the bargaining unit for lost or damaged items on a first come first served basis.
 - 6. Employees are responsible for arriving for work in a clean, pressed uniform.

ARTICLE XV
NONDISCRIMINATION

- A. There shall be no discrimination by the Board or the Association against any employee on the basis of race, color, creed, sex, age, national origin, religious or political affiliation, membership or non-membership in the Association or its affiliates and lawful activities relative to such membership or non-membership.

ARTICLE XVI
JURY DUTY

- A. Employees called for jury duty shall be paid an amount equal to the difference between the employee's daily salary and the jury duty fee paid by the court for each day the employee

reports or performs jury duty, provided the employee demonstrates to the Superintendent that he has made a reasonable effort to be excused from jury duty. This section applies to all full time employees on all work shifts.

ARTICLE XVII
SEPARABILITY

- A. If any provision of the Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a court or other tribunal of competent jurisdiction, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

ARTICLE XVIII
LAYOFFS

- A. In this contract, seniority will be defined as continuous time employed in the district since hire date (not to be restarted with a change in job title.) Layoffs shall be based on seniority.
- B. The last employee hired in a classification will be the first to be laid off. An employee who is to be laid off in one classification may bump an employee with less seniority in his/her former classification. Recall will be in the inverse order of layoff with the most recently laid off employee recalled first. Notice of recall will be made by certified mail with return receipt to the employee's last known address. The employee will have five (5) days from the date of receipt of the recall notice to return to work. Employee names will be maintained on the recall roster for one (1) year from the date of layoff.

ARTICLE XIX
DURATION

- A. This contract shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2007, subject to the Association's right to negotiate over a successor agreement.
- B. This contract shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless extended in writing.
- C. This contract shall not be modified in whole or in part except by an agreement in writing and duly executed by both parties.

For the Board

For the Association

President

President

Secretary

Secretary

Date

APPENDIX A

LONGEVITY AND STIPENDS

- A. Longevity - \$600 every three (3) full years of service. Employees hired on or after July 1, 1994, will receive a \$300 longevity adjustment following every five (5) full years of service. Longevity stipends will be eliminated for employees hired on or after July 1, 2000.
- B. Black Seal License - \$800 per year additional for employees hired on or before June 30, 1994. Employees hired on or after July 1, 1994 will be required to either possess a valid Black Seal License or obtain a Black Seal License within one (1) year of the employee's date of hire. Failure to obtain the Black Seal License may lead to forfeiture of employment. The Board shall pay the cost of registration of the Black Seal License course, the cost of the license examination and the cost of license renewal.
- C. Head Man - \$1,750 per year additional.
- D. Salary

Custodians hired before July 1, 1994 shall be paid on the following schedule:

<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
\$20.72	\$21.62	\$22.55

Custodians hired after July 1, 1994 shall be paid on the following scale:

<u>Step</u>	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
1	\$11.99	\$12.51	\$13.05
2	\$12.54	\$13.08	\$13.64
3	\$13.08	\$13.64	\$14.23
4	\$13.62	\$14.21	\$14.82
5	\$14.17	\$14.78	\$15.42
	<u>2004-2005</u>	<u>2005-2006</u>	<u>2006-2007</u>
Maintenance Personnel	\$23.10	\$24.10	\$25.13

APPENDIX B
GRIEVANCE FORM

Grievant(s) Name(s): _____

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Building(s): _____

Position: _____

Date Filed: _____ Time Filed: _____

STEP I

A. Date Cause of Grievance Occurred: _____

B. 1. Specific statement and description of grievance including sections of contract violated:

2. Relief sought: _____

Signature

Date

C. Disposition by immediate supervisor: _____

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D. Position of Grievance and/or Association: _____

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Signature

Date

GRIEVANCE FORM (cont.)

STEP II

A. Date received by Superintendent or Designee: _____

B. Disposition of Superintendent or Designee: _____

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Signature

Date

C. Position of Grievant and/or Association: _____

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Signature

Date

STEP III

A. Date submitted to the Board of Education: _____

B. Disposition of Board of Education: _____

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Signature

Date

C. Disposition of grievant and/or Association: _____

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Signature

Date

STEP IV

A. Date submitted to Arbitrator: _____

B. Disposition and award of Arbitrator _____

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