

Contract no. 1374

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DRAFT REVISION

FOR TERM OF AGREEMENT 1992-1995

ALL ADDITIONS TO 1991-1992 AGREEMENT ARE SHOWN UNDERLINED.

ALL DELETIONS ARE SHOWN IN ()

AGREEMENT

BETWEEN

CALDWELL/WEST CALDWELL
CUSTODIANS AND MAINTENANCE ASSOCIATION -

AND

BOARD OF EDUCATION CALDWELL/WEST CALDWELL
CALDWELL, NEW JERSEY

FOR THE PERIOD:
(JULY 1, 1990 - JUNE 30, 1992)
JULY 1, 1992 - JUNE 30, 1995

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AGREEMENT

THIS AGREEMENT is entered into this (2nd day of April, 1990) 10th day of June 1992, by and between the Caldwell/West Caldwell Custodians and Maintenance Association (hereinafter referred to as "Association") and the Caldwell/West Caldwell Board of Education (hereinafter referred to as "Board").

WHEREAS, the Parties hereto agreed to a secret ballot election to determine whether or not a majority of the concerned employees of the Board wished to be represented by the Association for the purpose of collective bargaining, and

WHEREAS, such an election was held whereby all eligible concerned employees voted with a majority of the ballots cast in favor of such representation, and

WHEREAS, the Parties have concluded negotiation of a Successor Agreement on behalf of the concerned employees as to the wages, fringe benefits, and conditions of employment.

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

ARTICLE I - RECOGNITION

A. The Board recognizes the Association as the exclusive Bargaining Representative for employees of the Board at all facilities under jurisdiction of the Board in the following job classifications:

ASSISTANT CUSTODIAN
LEAD CUSTODIAN
HEAD CUSTODIAN
(HEAD GROUNDSKEEPER) f
GENERAL MAINTENANCE
SKILLED MAINTENANCE
WORKING FOREMAN

Excluded from recognition as represented by the Association are per diem substitutes and non-regular part-time employees.

B. This Agreement shall be binding upon the Parties hereto and their successors and/or assigns.

C. Whenever the pronoun "he" or "she" appears throughout this Agreement, such pronoun is to be considered as if the other was used.

of the Association. The Association will also certify to the Board that it has in place a demand and return system to provide for appeal to the Association by non-Association bargaining unit employee of the assessed representation fee.

- E. The Board shall notify the Association of the names, job titles and dates of employment of all new employees who are employed in bargaining unit positions within thirty (30) days of the first effective date of their employment.
- F. The Association shall submit to the Board a list of those bargaining unit employees who are not members of the Association and from whose pay the representation fee deductions are to be made. Following notification, the Board will deduct the representation fee from the paychecks of said employees.
- G. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for 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 the provisions of this Article.

ARTICLE III - SAVINGS CLAUSE

It is understood and agreed that if any provision of this Agreement or the application of such provision to any person or circumstance is held to be contrary to law, the remainder of this Agreement or the application of such provisions to other persons or circumstances shall not be affected thereby, and shall continue in full force and effect. The Parties further agree that upon the final determination of any provisions or the application thereof, they will meet and draft new language to accomplish the lawful purposes intended.

ARTICLE IV - BOARD 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, regulations and laws to manage the district. Included in these rights are the following:

- A. To direct the members of the bargaining unit.
- B. To hire, promote, transfer, assign and retain employees in positions in the school district.

- C. To suspend, demote, discharge or take other disciplinary action against members of the unit in appropriate cases, subject to the employee's right to resort to the grievance procedure.
- D. To relieve members of the bargaining unit from duty because of lack of work or for other legitimate reasons.
- E. To maintain the efficiency of the school district operations entrusted to the Board.
- F. To determine the methods, means and personnel by which such operations are to be conducted.
- G. To take whatever action may be necessary to carry out the mission of the school district in emergency situations.

ARTICLE V - MUTUAL COOPERATION

- A. The Parties agree that there shall be the utmost cooperation between the Parties in accomplishing the terms and conditions of this Agreement and the work to be done in accordance with the good faith demonstrated by way of this Agreement. To the extent that certain situations which may be discussed throughout the life of the Agreement not specifically provided for in this Agreement result in mutual agreement such shall be reduced to writing, signed by the Parties and become a part of this Agreement. Discussions concerning specific provisions contained herein shall be to the extent so provided.
- B. During the life of this Agreement, there shall be no lockouts on the part of the Board, nor suspension of work, slow-downs, or strikes on the part of the Association and/or employees. Any employee taking such action unsanctioned by the Association may be discharged immediately.
- C. The Board agrees that it will not negotiate individually with any employee, subsequent to an employee's first or initial contract, relative to matters concerning wages, hours, terms, or conditions of employment.

ARTICLE VI - GRIEVANCE PROCEDURE

- A. All complaints and grievances arising from the interpretation, application or performance of this Agreement shall be adjusted by the procedure specified below. However, the following shall not be the basis of any grievance filed under the procedures outlined in this Article.

1. Any matter for which a method of review is prescribed by law or any rule or regulation of the State Commissioner of Education.
 2. Any matter which, according to law, is either beyond the scope of Board authority or limited to action by the Board alone.
 3. A complaint of a non-tenured employee which arises by reason of his not being re-employed.
 4. A complaint by any employee occasioned by appointment to retention in or lack of retention in any position for which tenure is neither possible nor required.
- B. A grievance to be considered under this procedure must be initiated within five (5) school days of the action grieved. 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 a waiver of further appeal of the decision.
- C. It is understood and agreed that employees 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.

Step 1- An employee grievant who has an alleged grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter informally. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee he may, within five (5) school days of the action grieved, submit his grievance in writing to the Supervisor of Buildings and Grounds or his representative. An answer shall be given within five (5) school days or such extended time as may be mutually agreed. In submitting his grievance at this step, the employee must specify in writing:

- a. the nature of the grievance,
- b. the nature and extent of injury, or loss
- c. the results of previous discussions,
- d. his dissatisfaction with the decisions previously rendered,
- e. the remedy requested.

Step 2- If unresolved at Step 1, the employee may, within five (5) school days of the decision rendered in Step 1, appeal the decision of the Supervisor of Buildings and

Grounds to the Board Secretary-Business Manager. The appeal to the Board Secretary-Business Manager must be made in writing reciting the matter submitted to the Supervisor of Maintenance together with his statement of dissatisfaction with the decision previously rendered. The Board Secretary-Business Manager shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days from the receipt of the appeal. The Board Secretary-Business Manager shall communicate his decision in writing to the employee. A copy shall be forwarded to the Association.

Step 3- If the grievance is not resolved to the employee's satisfaction he may, within five (5) school days of the Board Secretary-Business Manager's decision, request a review by the Board of Education. The request shall be submitted in writing through the Board Secretary-Business Manager who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and may hold a hearing with the employee. The Board shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or, if a hearing is granted within ten (10) calendar days of the date of the hearing. The Parties agree to reduce the time periods provided by this Article for processing grievances whenever circumstances permit.

Step 4- Any unresolved grievance involving the application or interpretation of a specific provision of this Agreement may be submitted to arbitration by the Association within ten (10) school days following a final answer from the Board in Step 3. Said time may be extended in writing by mutual agreement. Arbitration shall be before a panel arbitrator of (the American Arbitration Association or) the New Jersey Public Employment Relations Commission at the request of either party. The conduct of the arbitration proceedings shall be in keeping with the rules of (the American Arbitration Association or) the New Jersey Public Employment Relations Commission as may apply. The jurisdiction of the arbitrator shall be limited to the issue submitted by the Parties and to the interpretation and application of the specific provisions of this Agreement. The arbitrator shall not have the right to add to, ignore or modify any of the provisions of this Agreement. The decision of the arbitrator shall be final and binding upon the Parties and shall be submitted to each Party together with reasons thereof within thirty (30) calendar days of the close of hearings. The cost of the arbitrator shall be borne equally by the Board and the Association.

ARTICLE VII - HEALTH BENEFITS

Employee, Family or Dependency

Full coverage (New Jersey State Medical Health Plan) for medical-surgical, major medical, and Rider J, or its equivalent is provided at Board of Education expense.

Dental

Dental insurance coverage will be a 100% preventative and diagnostic plan for family coverage.

ARTICLE VIII- SICK DAYS

- A. Each employee covered by this Agreement shall be allowed fourteen (14) days absence in any school year for personal illness without deduction of pay. The number of unused days in any year shall accumulate from year to year, so long as employment is continuous. Upon request filed three (3) school days in advance on the prescribed application form (emergencies excepted), a maximum of two (2) days in any one (1) school year of unused sick leave entitlement may be granted by the Secretary-Business Manager without deduction of pay to any employee covered by this Agreement for personal matters that are of such pressing and immediate importance that they cannot be performed after employment hours.
- B. In cases of employee absence of more than three (3) consecutive days due to illness, the Board may require a doctor's certificate prior to the employee's return to work.
- C. Custodial and Maintenance personnel shall be notified of their accumulated sick days on or about September 30.

ARTICLE IX - HOLIDAYS

- A. The Annual School Calendar showing days considered holidays will be prepared and distributed to the Association by June 15.
- B. If a legal holiday falls on a Saturday or Sunday, the day before Saturday or the day after Sunday shall be considered a holiday and shall not be charged as a vacation day, provided school is not in session. The day after Thanksgiving shall be considered a holiday and shall not be charged as a vacation day.

ARTICLE X - VACATION ALLOWANCES

- A. After one (1) full year of continuous service a full time employee will be entitled to fifteen (15) days paid vacation, five (5) days of which must be taken during July or August following the employee's anniversary of service. After ten (10) full years of continuous service twenty (20) paid vacation days will be granted, five (5) days of which must be taken during July or August following the anniversary of service.

Employees with less than one (1) full year of service will not be entitled to vacation days.

- B. All vacations are to be planned six months in advance in accordance with master maintenance schedules and are subject to approval by the Board Secretary-Business Manager. Employees must submit dates for vacation planning by March 15 and September 15 each year. Where requested vacation times conflict with building coverage needs, building seniority will be used to determine approved priority.
- C. Vacations shall be limited to two (2) consecutive weeks. For unusual circumstances the Board Secretary-Business Manager may grant three (3) consecutive weeks at his discretion. Vacation time is not to be cumulative.

ARTICLE XI - OTHER LEAVES OF ABSENCE

A. Temporary Leave of Absence

A custodian/maintenance employee may apply for a leave of absence. The leave shall be granted only by the Board of Education. The leave will be considered only upon a written application to the Board Secretary-Business Manager.

B. Bereavement Leave

An absence not to exceed five (5) working days for each instance, shall be allowed without loss of pay by the Board Secretary-Business Manager, in case of death in immediate family. In general, immediate family shall be defined as mother, father, wife, husband, son, daughter, brother, sister, mother-in-law, father-in-law or a member of the employee's household.

C. Paternity Leave

A male employee may be granted one day's absence, with pay, at the time his wife gives birth to a child, or a child is adopted.

D. Leave for NJEA Convention

The Association President and one other designee shall be entitled to two (2) days leave to attend the annual NJEA convention. Verification of attendance upon return is to be submitted to the Board Secretary-Business Manager.

ARTICLE XII - JOB POSTING

Postings of custodial and maintenance positions are to be placed on the bulletin boards in each custodian room and the maintenance building. Application may be made to the Board Secretary-Business Manager. Where possible, preference will be given to employees of the Bargaining Unit. The Board of Education reserves the right to appoint, in its judgment, the most qualified person to the position.

ARTICLE XIII - HOURS OF WORK

The normal work day for day shift custodians shall be eight (8) hours exclusive of a scheduled one (1) hour duty free lunch period.

The normal work day for night shift custodians shall be eight (8) hours inclusive of a one-half (1/2) hour duty free meal break. Night shift work shall be scheduled to begin not earlier than 2:30P.M.

The normal work day for day shift custodians shall be eight (8) hours exclusive of a scheduled one-half (1/2) hour duty free lunch.

(In the event that an extended day program is implemented the Parties shall meet to discuss the method by which assignments and work hours are to be determined.)

Up to four custodians may be assigned to a regular Tuesday through Saturday work week at regular pay rate. However, an annual stipend of (one thousand one hundred and seventy-five dollar (\$1,175) one thousand two hundred fifty-eight dollars (\$1,258) for 1992-93; one thousand three hundred forty-seven (\$1,347) for 1993-94 and one thousand four hundred thirty-nine dollars

(\$1,439) for 1994-95 (for per year) will be paid to custodians assigned to a regular Tuesday through Saturday work week in addition to their regular pay. Openings for the regular Tuesday through Saturday work week shall be posted prior to making assignment. Assignments, as may be necessary, shall be made on basis of inverse seniority.

The normal work day for day shift employees for the period July 1 to school opening each year shall be from 7:30 A.M. to 4:00 P.M. with a scheduled one-half (1/2) hour lunch period. The work shift for night employees shall continue unchanged.

Employees shall not leave their assigned building or work area during hours for which they are paid without prior permission of the Supervisor of Buildings and Grounds or his designee.

Employees in any given building are to accept overtime assignments of up to eight (8) hours per week as may be necessary to provide for the building's needs provided advance notice of at least two (2) scheduled working days is given by the Board. The Board agrees to rotate overtime assignments within a given building where possible.

Overtime assignment procedure for extended day program coverage shall be as follows:

1. All Elementary School custodians will be listed on a posted rotating overtime roster with rotation beginning with the most senior Elementary School custodian.
2. The Supervisor of Maintenance and Facilities will determine overtime needs and notify next-in-line Elementary custodian(s) of overtime assignment.
3. A custodian who does not accept an overtime assignment under this procedure moves to the bottom of the roster list. The Supervisor of Maintenance and Facilities may then contact the next-in-line Elementary custodian(s) or make an overtime assignment on his determination of the nature and urgency of the overtime work to be done.
4. Should the Supervisor of Maintenance and Facilities exhaust the overtime roster, the Supervisor will make an assignment to overtime duties. Such assignment shall not be unreasonably refused.
5. Overtime assignments to service extended day Elementary School programs shall be over and above regular overtime assignments to which reference is made elsewhere in this Article.

ARTICLE XIV - EVALUATION

Each member of the Custodial and Maintenance staff shall be evaluated at least once a year by his immediate supervisor. The evaluation shall be read and signed by the evaluator and employee. The same procedure shall be followed at the conclusion of ninety (90) day probationary period prior to formal appointment to the staff by the Board of Education.

ARTICLE XV - REDUCTION IN FORCE

In the event of a reduction in work force, the Board shall give consideration to employees' length of service in the District when determining terminations.

ARTICLE XVI - SALARIES

Salaries for Custodial and Maintenance employees for the period covered by this Agreement are shown, attached, as Schedule A.

New employees are hired on a probationary basis for a period not to exceed ninety (90) calendar days during which time these employees accrue no benefits other than sick day entitlement. New employees whose employment is continued after completion of probationary period shall be provided with an orientation meeting at which time benefits to which the new employee is eligible and other matters will be discussed. Vacation entitlement for vacation days as provided by Article X of this Agreement shall be based on time of employment inclusive of probationary period.

Those employees hired between July 1 and December 31 shall be eligible to move to the next step on the guide on the following July 1. Those employees hired from January 1 to June 30 shall remain at the step in which they were employed for the following year beginning July 1. In all cases the Board retains the right to withhold increments for cause.

Custodians who do not have their Boiler License (as required by the contract of employment) may not advance on the salary guide and shall at the option of the Board either remain at their step on the salary guide or be terminated. A Black Seal boiler license is required for advancement on the salary guide. An employee who earns a boiler license shall receive an increase in pay equal to a pro-rata share of the amount of one step increment on the salary guide at the time the employee receives his license. An employee who receives his license prior to January 1 will be eligible for an additional step increase in the following year.

Employees shall be notified by the Board of contract of employment and salary by May 31 of the year preceding that for which employment is offered.

In the event of temporary change of assignment employees appointed by the Administration to a higher paid job classification or to an "acting" lead responsibility are to be compensated at the rate of the higher job while serving in the assignment.

ARTICLE XVII - MISCELLANEOUS

A. Safety and Security

The Parties agree that the safety of personnel and the security of the Board's property are of the utmost importance and shall cooperate with each other in any manner necessary to maintain and implement this understanding.

B. Clothing Allowance

The Board agrees to provide rain gear for employees required to work outdoors in inclement weather.

The Board shall reimburse each employee up to (three hundred dollars (\$300)) three hundred and fifty dollars (\$350) annually for the purchase of work shoes and/or work clothes. Custodians and Maintenance personnel are required to wear approved work shoes while at work. Shoes damaged because of job related requirements shall be replaced by the Board with the approval of the Board Secretary-Business Manager.

Clothing allowance reimbursement shall be provided each employee upon presentation of purchase receipts to the School Business Office.

C. Release Time for Association Representative

The Board recognizes the right of the Association to designate a representative and an alternate who shall be recognized as the representative of the Association for all matters arising under this Agreement to the extent permitted therein. The Association shall advise the Board as to the identity of the representative and alternate. Where circumstances of the Association duties of the representative or his alternate require temporary release from work assignment, prior approval of the Secretary-Business Manager or in his absence, the Superintendent of Schools, must be obtained. The Association agrees that the conduct of Association business by the representative or his alternate under the provisions of this Agreement is not to interfere

with the work of other employees of the Board or of school operations and that the representative and his alternate shall be expected to efficiently discharge their assigned work duties.

D. Training and Meetings

An employee required by the Administration to attend meetings or training sessions during regular working hours shall receive regular rate of pay. For required meetings after an employee's normal shift, compensation will be at overtime rate.

E. Jury Duty

An employee called to serve jury duty will be excused for the period of duty without loss of pay or benefits.

F. Sick Pay Reimbursement

Employees retiring from the District shall receive reimbursement for unused sick day entitlement earned while in the employ of the Board. Reimbursement shall be at the rate of twenty-five dollars (\$25) per day for fifty percent (50%) of unused days to a maximum payment of two thousand five hundred (\$2,500) dollars. To be eligible for this provision, employees must retire under either the State or Essex County Retirement System and begin receiving retirement benefits at time of separation from employment in the District. Reimbursement rate above shall be changed to thirty dollars (\$30) per day for the 1994-1995 year of this Agreement.

ARTICLE XVIII - TERM OF AGREEMENT

The terms of this Agreement shall be in effect for the period (July 1, 1990 through June 30, 1992) July 1, 1992 through June 30, 1995.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed on their behalf.

THE BOARD OF EDUCATION CALDWELL/WEST CALDWELL, NEW JERSEY

CALDWELL/WEST CALDWELL CUSTODIANS AND MAINTENANCE ASSOCIATION

CALDWELL-WEST CALDWELL CUSTODIANS, 1992-93

STEPS	CUST	MAINT
*	21310	
4	21830	24690
5	22350	25210
6	22870	25730
7	23395	26255
8	23920	26780
9	24545	27405
10	25170	28030
11	25800	28660
12	26645	29505
13	27665	30525
14	28955	31915
LONG	700 - 15 to 19 years	
	800 - 20 to 24 years	
	900 - 25+ years	

CALDWELL-WEST CALDWELL CUSTODIANS, 1993-94

STEPS	CUST	MAINT
*	22270	
4	22810	25670
5	23355	26215
6	23900	26760
7	24445	27305
8	24995	27855
9	25650	28510
10	26305	29165
11	26960	29820
12	27845	30705
13	28910	31770
14	30280	33140
LONG	800 - 15 to 19 years	
	900 - 20 to 24 years	
	1000 - 25 + years	

CALDWELL-WEST CALDWELL CUSTODIANS, 1994-95

STEPS	CUST	MAINT
*	23495	
4	24065	26965
5	24640	27540
6	25215	28115
7	25790	28690
8	26370	29270
9	27060	29960
10	27750	30650
11	28445	31345
12	29375	32275
13	30530	33430
14	31945	34845
LONG	900 - 15 to 19 years	
	1000 - 20 to 24 years	
	1100 - 25 + years	