

NEW MILFORD BOARD OF EDUCATION

AND

NEW MILFORD CUSTODIAL ASSOCIATION

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RUTGERS UNIVERSITY

New Milford Board of Education
817 River Road
New Milford, N.J. 07646

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ARTICLE I - RECOGNITION

The New Milford Board of Education recognizes the New Milford Custodial Association, hereinafter referred to as the Association, as the exclusive representative for collective negotiations concerning the terms and conditions of employment during the term of this Agreement for the Custodial-Maintenance personnel employed by the Board of Education, hereinafter referred to as the Board.

ARTICLE II - NEGOTIATIONS PROCEDURE

A. The Board and the Association agree to enter into collective negotiations for the purpose of concluding an agreement in accordance with Chapter 303, Public Laws 1968, on matters concerning the terms and conditions of employment. Such negotiations shall begin in each year not earlier than October 1st nor later than October 15th of the calendar year preceding the calendar year in which this agreement expires.

The Association shall submit their proposals no later than two (2) weeks prior to the date of the first meeting of the parties for negotiations.

The Board shall submit their proposals within two (2) weeks of the receipt of the Association's proposal.

Any final agreement so negotiated shall apply to all members of the appropriate unit, as set forth in ARTICLE I, be reduced to writing, and be signed by the Board and the Association.

B. The parties and their representatives shall be clothed with all necessary power and authority to conduct negotiations so as to effect a final agreement as established in paragraph A. of this ARTICLE.

C. It is understood that both the Board and the Association must approve the final agreement between the parties before that agreement becomes final and binding upon the respective parties.

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

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions:

A grievance shall mean that employees or representative of employees may appeal the interpretation, application or alleged violation of this agreement, and administrative decisions affecting them.

A grievance to be considered under this procedure must be initiated in writing, within fifteen (15) school days from the time when the employee knew or should have known of its occurrence.

B. Procedure:

The Grievance Procedure shall consist of four (4) levels.

1. Level One:

The employee with a grievance shall first discuss it with his immediate supervisor, with the objective of resolving the matter informally.

2. Level Two:

If, within five (5) school days thereafter, a problem remains unresolved, the grievant shall set forth his grievance in writing to his immediate supervisor stating:

- a. The date of the occurrence that caused the grievance.
- b. The nature of the grievance and specific request for relief.
- c. The nature of the loss, injury or inconvenience.

The supervisor shall communicate his decision to the grievant in writing, with copies to the Association, within five (5) school days of receipt of the written complaint.

GRIEVANCE PROCEDURE

3. Level Three:

The grievant may appeal the immediate supervisor's decision to the Business Administrator. The appeal to the Business Administrator must be made in writing and must set forth the grounds upon which the grievance is based. It should also contain copies of all material relating to the previous actions taken on it. The Business Administrator, in consultation with the Superintendent of Schools, shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school days. The Business Administrator shall communicate his decision in writing to the grievant with a copy to the Association.

4. Level Four:

If the grievance is not resolved to the grievant's satisfaction, he may request a review by the Board. The request shall be submitted in writing through the Business Administrator who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance, hold a hearing with the grievant, and render a decision in writing to the grievant, with copies to the Association, within fifteen (15) school days.

5. 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 same time limit prescribed for a decision, shall be deemed to be acceptance of the decision rendered at that step.

GRIEVANCE PROCEDURE

- C. In all matters relating to the handling of grievances, employees shall be assured freedom from reprisal, restraint, interference, coercion, and discrimination during and after the presentation of the matter. During the time that the grievance is being reviewed by the appropriate parties, it is understood that the employees, including the grievant, will continue to follow the established administrative rules and regulations, and Board Policies regarding the subject matter of the grievance, until such grievance is properly determined.
- D. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration, and having the grievance adjusted without intervention of the Association, providing the adjustment is not inconsistent with the terms of this agreement and that the Association has been given the opportunity to be present at such adjustment.
- E. Any employee may be represented at all stages of the grievance procedure by himself, a person of his choosing, or by the Association's Representative. When an employee is not represented by the association, the Association shall have the right to be present at all stages of the grievance procedure and may state its view.
- F. In the case of a grievance affecting a group or class of employees, the person or persons involved may submit such grievance to their immediate supervisor and follow the procedures starting with Level One. The Association may process such a class or group grievance through all subsequent levels of the Grievance Procedure.
- G. Meetings and hearings under this procedure shall not be conducted in public.

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ARTICLE IV - MANAGEMENT PREROGATIVES

- A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself, the rights, duties and responsibilities conferred upon and vested in it by the law and the Constitution of the State of New Jersey, including the right to exercise the executive management and administrative control of the school system and its property and facilities.
- B. As listed in Title 18A:-11-1 New Jersey Statutes Annotated 1968, the Board shall:
1. Make, amend and repeal rules, not inconsistent with this title, or with the rules of the State Board, for its own government and the transaction of its business and for the government and management of the public schools and public school property of the district and for the employment, regulation of conduct and discharge of its employees, subject, where applicable, to the provisions of Title II, Civil Service, of the Revised Statutes; and
 2. Perform all acts and do all things, consistent with law and the rules of the State Board, necessary for the lawful and proper conduct, equipment and maintenance of the public schools of the district.

ARTICLE V - WORK SCHEDULE

- A. All employees covered by the Agreement shall work on an eight-hour shift which does not include lunch or dinner hours.
- B. The hours of work for all employees covered by the Agreement shall be determined and established annually by the Business Administrator in consultation with the immediate Supervisor(s). Normally the day shift hours will occur between 6:00 A.M. and 6:00 P.M. The night shift hours will occur between 3:00 P.M. and 1:00 A.M. The usual hours of work for employees during the time students are occupying the buildings will be as follows:
 - a. Day Shift 7:00 A.M. to 4:00 P.M.
with one hour for lunch
 - b. Night Shift 3:00 P.M. to 11:30 P.M.
With one-half hour for lunch
- C. During the summer and periods that students do not attend school, the hours of work for all custodial personnel will be 7:00 A.M. to 3:30 P.M. with one-half hour for lunch.
- D. All employees will be off on the days listed on the Holiday Schedule, established annually by the Board, attached hereto and known as SCHEDULE B.
- E. In the event it is necessary for any employee to work in excess of forty (40) hours in any one week, overtime shall be paid at the rate of time and one-half.
- F. Employees who are placed in a temporary employment category that is higher than their normal employment category shall receive the appropriate salary of the higher level after working 2 full days in the higher category.
- G. Individual personnel may be rescheduled by the Business Administrator and/or the Supervisor of Buildings and Grounds in order to suit the needs of the school system.

ARTICLE VI - SALARY GUIDE PROVISIONS

- A. The Salary Guide for all employees covered by this Agreement are set forth in SCHEDULE A which is attached hereto and made part hereof.
- B. All new employees will be employed at a base pay not to exceed the base salary adopted by the Board of Education in the approved budget for the school calendar year, plus full credit, as full steps of the salary guide, for each year of recognized experience as evaluated and determined by the Business Administrator.
- C. All personnel employed on or before January 31st of any year shall be eligible for a full increment. All personnel employed February 1st or after shall not be eligible for an increment unless granted the increment by the Board.
- D. All advancement on the Salary Guide shall be made at full steps so that all full-time personnel will be on a specific step on the guide and not between steps.
- E. Annual increments, salary adjustments, or both, may be withheld if the work of the individual is below acceptable standards as determined by the Business Administrator in consultation with the employee's immediate Supervisor (s).
- F. Employees will be hired on a sixty (60) day trial basis.
- G. When a pay day falls on or during a school holiday, vacation or week end, employees shall receive their pay checks on the last previous working day.
- H. The night shift shall receive a differential of Two Hundred Dollars (\$200.00) per annum.

ARTICLE VII - HEALTH CARE INSURANCE PROTECTION

The Board will make available a health care insurance protection package as designated below:

- I. A. Provisions of the health care insurance program shall be detailed in master policies and contracts arranged for by the Board and shall include:
 1. Hospital room and board and miscellaneous costs.
 2. Out-patient benefits.
 3. Laboratory fees, diagnostic expenses and therapy treatments.
 4. Maternity costs, Surgical costs and Major Medical coverage.
- B. For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period commencing sixty (60) days from date of employment, provided the carriers contract provisions are met.
- C. When necessary, payment of the premiums in behalf of the employee shall be made retroactively or prospectively to assure uninterrupted participation and coverage.
- D. The Board shall provide to each employee a description of the health care insurance coverage, as provided by the carrier, no later than the beginning of the school year, which shall include a clear description of conditions and limits of coverage as listed. If no changes in coverage occur, this paragraph is inoperative.

II Dental Insurance

- A. The Board will make available a Dental Insurance plan package. The coverage will be detailed in the carrier's master policy and contract arranged for by the Board.

HEALTH CARE INSURANCE PROTECTION

II Dental Insurance (continued)

B. Details of the plan will be made available to all participating employees. The insurance carrier's brochure will be issued to all employees in order to provide details of the coverage.

III Cost of Health and Dental Insurance

Any increase in the cost of premiums above the 1977-78 costs per individual in the bargaining unit shall be negotiated by the two parties to this contract. The economic impact of any additional costs for these insurance plans will be determined by the negotiation process.

ARTICLE VIII - SICK LEAVE

- A. All twelve month employees employed by the Board shall be entitled to twelve (12) sick leave days each school year as of July 1st of each school year, whether or not they report for duty on that day. All ten month employees employed by the Board shall be entitled to ten (10) sick leave days each school year as of July 1st of each school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year, with no maximum limit.
- B. Non-accumulative additional sick leave benefits may be allowed to employees upon approval by the Board in each individual case.
- C. Sick days taken in excess of the accumulated total and non-accumulative benefits will result in a reduction in pay. This reduction will be taken at the rate of $\frac{1}{240}$ of annual salary for twelve month employees, and $\frac{1}{200}$ of annual salary for ten month employees.
- D. All employees covered by this contract shall be entitled to receive payment for their accumulated sick leave upon retirement provided they meet the criteria set forth below.
1. A minimum of ten (10) years of continuous employment for the New Milford Board of Education is required.
 2. The employee must be retiring or leaving the system.
- E. The amount of the sick leave benefit shall be determined by the sick leave time balance, at the effective date of retirement, accumulated since the beginning date of employment, but not earlier than September 1, 1954.

SICK LEAVE

F. The sick leave benefit shall be computed by multiplying the first 75 days of accumulated sick leave by \$9.00 per day. All accumulated sick leave days in excess of the first 75 days shall be multiplied by \$14.00 per sick day. The total sick leave benefit payable shall not exceed \$2,000.00 per individual.

MISCELLANEOUS PROVISIONS

- F. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary. However, the Board will not be responsible for any delay or problems in delivery.
- G. All job openings shall be advertised to the staff.

ARTICLE XII - FULLY BARGAINED PROVISIONS

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations for the current Agreement. During the term of this Agreement, or any extensions thereof, neither party shall be required to negotiate with respect to any other matter, whether or not covered by this Agreement or whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement, except as required by Chapter 303 Public Laws, 1968 and Chapter 175 Public Laws, 1974.

ARTICLE XIII - SEPARABILITY AND SAVINGS

If any provision of this 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 IX - TEMPORARY LEAVE OF ABSENCE

A. As of the beginning of each school year, employees shall be entitled to the following temporary leave of absence as follows:

1. Death in the immediate family

Leave of absence without loss of pay following death in the immediate family (wife, husband, son, daughter, mother, mother-in-law, father, father-in-law, sister, brother, grandparents) shall be fixed from the date of death until one day beyond the date of burial inclusive. If it is found necessary to exceed the time allotted above, the Business Administrator may grant additional time, not to exceed two (2) days at full pay.

2. Death of other relatives

In case of the death of any relative not listed in Part 1. above, the employee shall be granted a one (1) working day leave of absence, without loss of pay, to attend the funeral.

3. Legal Process

Time necessary for appearance in any legal proceeding connected with a staff member's employment or in any other legal proceeding that the employee is required by law to attend.

TEMPORARY LEAVE OF ABSENCE

4. Personal Leave

Leave of absence without loss of pay may be granted for personal emergencies, which shall be defined as: (illness in the immediate family as defined above in Paragraph 1., religious holidays or personal business that cannot be conducted outside of school hours) for a period not to exceed two (2) school days, per contract year. This may be granted by the Business Administrator upon recommendation and approval of the immediate Supervisor (s).

5. Other Leaves

Leaves of absence not covered by any of the preceding paragraphs, but which are approved by the Business Administrator after recommendation and approval of the immediate Supervisor(s), may be granted with the stipulation that the staff member shall forfeit 1/200 of his base salary per day if he is a ten-month employee and 1/240 of his base salary per day if he is a twelve-month employee.

8. Leaves taken pursuant to Section A shall be allowed with the following stipulations:

1. They shall be in addition to any sick leave to which the staff member is entitled.
2. Except in emergencies, no leave shall be permitted the day prior to nor the day following, a school holiday or holiday weekend, except at the discretion of the Business Administrator.

TEMPORARY LEAVES OF ABSENCE

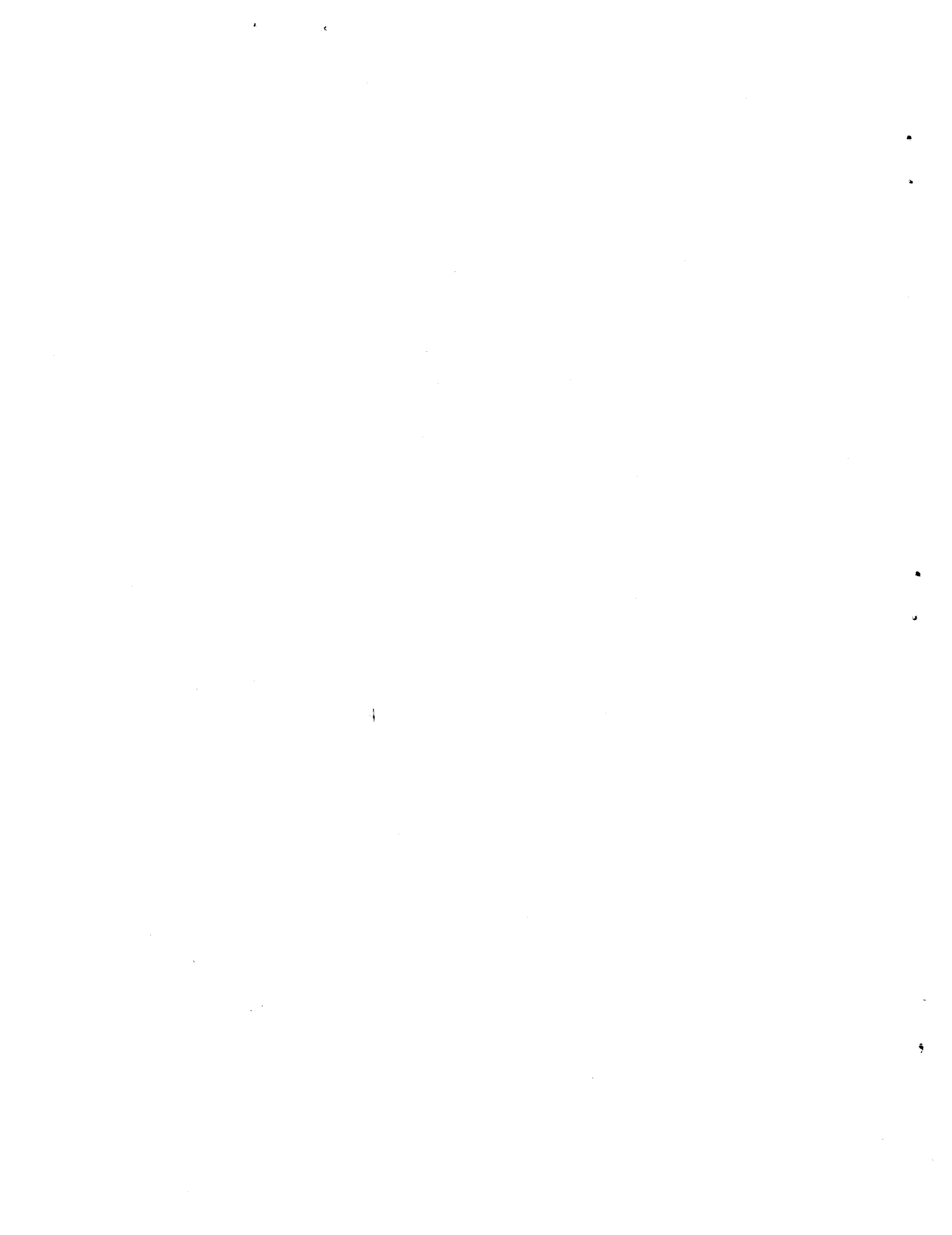
3. Except in cases of emergency, all requests for leave shall be submitted in writing to the immediate Supervisor(s) at least three (3) days prior to the date requested, stating the reason for the request. After approval by the immediate Supervisor(s) and the Business Administrator, the request shall be filed in the Business Administrator's Office. If an emergency situation arises, the employee will submit, in writing, following the above procedure, a form covering his absence from work when he returns to work.
4. Leave under this provision shall not be cumulative.

ARTICLE X - VACATION POLICY

- A. All full time twelve-month employees with five (5) or less years of service as of July 1st each year shall be entitled to ten (10) working days vacation per year. Vacation shall be earned at the rate of one (1) day per month by all twelve-month employees with five (5) or less years of service. A maximum of ten (10) working days vacation may be earned in any single fiscal year. No employee shall be entitled to any vacation time until he or she has completed six months of employment with the New Milford School System.
- B. All full time twelve-month employees with more than five (5) years of service as of July 1st each year, having started between June 15th and September 5th, shall be entitled to fifteen (15) working days vacation per year. Vacation shall be earned at the rate of one and one-half (1½) days per month by all twelve-month personnel with six (6) or more years of service. Employees who have completed eight years of service shall be entitled to sixteen (16) working days vacation. A maximum of sixteen (16) working days vacation may be earned in any single fiscal year.
- C. Ten-month employees do not receive vacation time.
- D. All requests for vacation time will be submitted in writing to the employee's immediate Supervisor for approval. After approval by the immediate Supervisor, in consultation with the Business Administrator, a copy will be returned to the employee.
- E. Seniority will be the determining factor in scheduling vacation periods when conflicts occur.
- F. All vacation periods, as stated above, are subject to change or alteration dictated by the needs of the system. The final determination of the total vacation schedule rests with the Business Administrator.

ARTICLE XI - MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be duplicated at the expense of the Board and presented to all employees now employed, or hereafter employed.
- B. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of the Agreement, either party shall do so in writing at the following addresses:
 - 1. If by Association, to Board in care of the Secretary of the Board.
 - 2. If by Board, to the President of the Association at the building to which he is regularly assigned for his employment.
- C. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- D. Representatives of the Association may be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Prior requests shall be submitted to the building principal for his approval.
- E. The Association shall have, in each school building, the use of a bulletin board. The Association shall also be assigned adequate space on the bulletin board in the central office for Association notices. Copies of all such notices to be posted shall be given to the immediate Supervisor(s) for his approval prior to its being posted.



ARTICLE XIV - DURATION OF AGREEMENT

A. DURATION PERIOD

This Agreement shall be effective as of July 1, 1980, and shall continue in effect until June 30, 1981 subject to the Association's right to negotiate over a Successor Agreement as provided in ARTICLE II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents or representative and attested to by their respective secretary or representative.

Attested to this First day of September, 1980.

New Milford Custodial Association

New Milford Board of Education

By: Joe E. D'Amico
President

By: Herbert Weiss
President

By: Anthony Reglia
Secretary

By: Al Kubert
Secretary

AMERICAN LABORERS' UNION OF BIRMINGHAM

1941-2.

DATE		FRIDAY	DAY 6
SEPTEMBER 1	1	MONDAY	LABOR DAY
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