

AGREEMENT
BETWEEN THE
PHILLIPSBURG BOARD OF EDUCATION
AND THE
PHILLIPSBURG CUSTODIAL/MAINTENANCE ASSOCIATION
JULY 1, 1988 - JUNE 30, 1990

ARTICLE I

RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all personnel, whether under contract or on leave, employed by the Board on a full time basis.

- Grounds Men
- Janitors
- Maintenance
- Janitors and Bus Drivers
- Truck Driver
- Lead Custodian

B. Definition of Employee

Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined in Article I, Section A.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Policy Changes

The Board shall not unilaterally affect any change in terms and conditions of employment included as part of this Agreement and contained herein.

B. The Board agrees to initiate negotiations with the Association over a Successor Agreement in accordance with the procedure set forth herein in a good-faith effort on both sides to reach continuing agreement not only on salaries and other conditions of employment, but also on other matters of personnel policy and relationships which may then be of mutual concern and interest. By the same date, the Association agrees to present to the Board its proposals for the Successor Agreement. Any Agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the claim.

3. Party in Interest

A "party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. 1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

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

3. It is understood 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 fully determined.

C. Procedure

1. Time Limits

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. Year End Grievances

In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public except that final Board response to employee grievances will be made in public session.

F. Rights of Employee to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or, in his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, directory of all personnel in the unit and all changes that may arise, agendas, and minutes of all Board meetings, census data, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees together with information which may be necessary for the Association to process any grievance or complaint.

B. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times with permission of the Business Manager.

C. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary with the approval of the building principals.

D. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees.

E. The Board shall permit a designated regular member of the Association to visit the schools to investigate working conditions, employee complaints or problems, or for any other purposes relating to the terms and conditions of this Agreement. Approval for such visits will be cleared with the Superintendent.

ARTICLE VI

WORK YEAR

The work year of employees shall be as follows:

12 months

2. An overtime list shall be established by school, by the Director of Plants/Facilities, by seniority, and an operating list for overtime set up so that the most senior employee is offered the first available overtime duty commencing July 1 of each year. If the most senior employee turns down the overtime, then overtime duty is offered to the next senior employee, and soon until an employee accepts the overtime duty. Each subsequent overtime duty continuing through June 30 of each year will then be first offered to the employee who is next on the seniority list, after the employee who accepted the most recent overtime duty. Those employees who turn down the overtime duty with the refusal will be noted on the overtime list. The concept of this seniority operating list is to set up an overtime list by school location in order to offer overtime duty to the most senior employee first; but, also, to equalize the overtime duty among employees.

However, the Director of Plants/Facilities shall have the exclusive right to vary from the procedure status in Number 2 when necessitated by conditions, employee availability, and employee abuse of this Article. This procedure shall not be grievable nor arbitrable.

ARTICLE IX

WORK SCHEDULE

A. Daily Work Hours

1. Schedule Posting - Work schedules showing the employees' shifts, work days, and hours shall be posted in each school.

2. Work Shift - Eight (8) hours of work, exclusive of a thirty (30) minute lunch period, shall constitute a work shift. All employees shall be scheduled to work on a regular shift and shall be advised of a regular starting and quitting time. Changes to an employee's working hours shall be by mutual agreement whenever possible.

3. Clean-up Period - Reasonable time will be provided for clean-up and storage of equipment at the end of the work schedule.

B. Call Time

1. Any employee called to return to work outside of his regularly scheduled shift shall be paid a minimum of two (2) hours.

C. 1. Vacation eligibility shall be determined as of July 1 of each year.

ARTICLE X

EMPLOYMENT PROCEDURES

A. Placement on Salary Schedule

1. Adjustment to Salary Schedule

Each employee shall be placed on his proper step of the salary schedule as of the beginning of the 1979-80 school year. Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

B. Resignation

1. An employee who is resigning from his position shall give the normal two weeks notice.

2. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.

3. If the full two weeks notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten (10) full working days shall be used in calculating the amount of notice given by the employee.

C. Notification of Contract and Salary

Employees shall be notified of their contract and salary status for the ensuing year no later than June 1.

D. Transporting Students

1. Employees shall not be required to drive students. An employee may do so voluntarily, however, with the advance approval of his principal or immediate supervisor. He shall be compensated on an overtime rate plus mileage at the rate of seventeen (17) cents per mile for the use of his own automobile.

2. By the beginning of the 1979-80 school year, the Board will cover all damages, losses and expenses incurred by an employee arising out of the authorized use of his automobile in the performance of school duties, if beyond the employees own insurance limits.

3. A non-professional employee who drives any student to any activity or acts on behalf of the Board driving students anywhere must meet the insurance requirements as determined by the Board and as stated in Board's policy.

ARTICLE XIV

A. Copies of Evaluation

An employee shall be given a copy of any visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the Central Office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

B. Evaluation Procedure

1. Reports

Evaluation reports shall be presented to each employee by his immediate superior in accordance with the following procedures:

(a) Such reports shall be issued in the name of the immediate superior based on a compilation of reports and observations by any or all supervisory personnel who come into contact with the employee in a supervisory capacity.

(b) Such reports shall be addressed to the employee.

(c) Such reports shall be written in narrative form and shall include, when pertinent:

(1) Strengths of the employee as evidenced during the period since the previous report.

(2) Weaknesses of the employee as evidenced during the period since the previous report.

(3) Specific suggestions as to measures which the employee might take to improve his performance in each of the areas wherein weaknesses have been indicated.

C. Personnel Records

1. File

An employee shall have the right, upon request, to review the contents of his personnel file in the presence of the Superintendent or the Assistant Superintendent, and to receive copies at Board expense of any documents contained therein. An employee shall be entitled to have a representative of the Association accompany him during such review. At least once every year, an employee shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

ARTICLE XVII

SICK LEAVE

A. Accumulative

As of July 1, 1974, all employees shall be entitled to twelve (12) sick leave days each school year as of the first official day of said 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. Employees must give notification no less than one hour when sick leave is required.

B. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

C. Retirement Compensation

Employees with twenty (20) years or more service to the Phillipsburg Board of Education upon retirement shall receive 1/3 of his/her daily rate of pay for up to and including sixty (60) days of unused accumulated sick leave (i.e. twenty (20) full days pay maximum. The daily rate is defined as a work day consisting of eight (8) hours.

ARTICLE XVIII

TEMPORARY LEAVES OF ABSENCE

A. Employees will be entitled to leaves of absence with full pay up to a maximum of two (2) non-accumulative days in any contract year. The two (2) days shall require no reason to be given.

All leaves of absence referred to in this section are subject to the following conditions:

1. At least twenty-four (24) hours notice shall be given in requesting a personal day through the building principal. Lacking such notice the absence will be considered unauthorized and employee's pay will be deducted at a daily rate based upon his yearly salary.

2. Personal days will not be granted the day immediately preceding or following a vacation/holiday, except for appropriate reasons stipulated well in advance.

3. The Superintendent of Schools, in the best educational interest of the school district is empowered to deny any requests for the above days. Such denial shall be subject to grievance procedures.

2. Benefits

All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

E. Extensions and Renewals

All requests for extensions or renewals of leaves shall be applied for and, if approved, placed in writing.

ARTICLE XX

PROTECTION OF EMPLOYEES

- A. 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior and to the police department.

ARTICLE XXIII

DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees dues for the Non-Professional Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. It shall be the obligation of the said Association to certify the cost of said dues to the Board Secretary-Administrator of said District on or before August 1st of each year---failure to comply with this provision will relieve the Board and District from any obligation to deduct said dues. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Non-Professional Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice thirty (30) days prior to the effective date of such change.

B. Local, State and National Services

The Board agrees to deduct from employees' salaries money for local, state and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct. Any employee may have such deductions discontinued at any time upon sixty (60) days' written notice to the Board and the appropriate association.

ARTICLE XXIV

MISCELLANEOUS PROVISIONS

A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

ARTICLE XXV

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 1988, and shall continue in effect until June 30, 1990, 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, unless it is extended in writing.

B. In Witness Whereof, the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president and attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

PHILLIPSBURG BOARD OF EDUCATION

PHILLIPSBURG CUSTODIAL/
MAINTENANCE ASSOCIATION

BY Charles Zorbatang
(Its President)

BY Richard A. Ho
(Its President)

BY Mellan L. Brennan
(Its Secretary)

BY James Schofield
(Its Secretary)

DATED Oct 3, 1988

DATED OCT. 3, 1988

C. During said lay-offs, such employees' seniority shall remain unbroken despite such lay-offs and the accumulated sick leave shall not be cancelled but shall remain credited to him pending his return to assignment in this district.

D. The fact that an employee is laid-off for the purpose of staff reduction shall not result in the loss of status or credit for previous years of service.

E. Reduction of personnel or employees who are represented by the bargaining unit will be made according to the following:

(1) Seniority for the purpose of this Article shall be defined as non-terminated years of employment in the district.

(2) A seniority list shall be prepared by the Board and presented to the Association which includes all present bargaining unit personnel.

(3) Probationary personnel or employees, those with less than four (4) years of continuous service in Phillipsburg, will be laid-off first and if an employee has acquired tenure whose position has been curtailed is able to perform the services of the probationary employee.

(4) In the event employees must be laid-off, lay-off will be on the basis of seniority and ability except as provided for in (3) above.

(5) In the event of a lay-off with all of the above factors being equal, employees will be considered on the basis of a rating determined by the Superintendent with the least satisfactory to be released from service first.

(6) Transfers made necessary under this procedure and requests for re-transfer will be handled within the intent of the transfers and reassignment Article of this Agreement.

F. Recall:

Employees will be recalled in the inverse order of lay-off for position openings for which they are competent and qualified in accordance with the following:

(1) If a position exists within the district for which the employee is competent pursuant to this Agreement, the employee shall be notified by certified mail. Within ten (10) days of the receipt of a written offer to return to employment, the employee shall accept the position by a response by certified mail or it shall be determined that he or she has declined the position he or she was offered. If any employee is under contract to another school district or employer, he shall have sixty (60) days from being notified of a position in which to return to the district.

SALARY GUIDE

<u>STEP</u>	<u>1988-1989</u>	<u>1989-1990</u>
0	15270	16670
1	15670	17070
2	16070	17470
3	16470	17870
4	16870	18270
5	17270	18670
6	17670	19070
7	18070	19470
8	18470	19870
9	18870	20270
10	19270	20670
11	19670	21070
12	20070	21470

SUPERMAX:

22170

23570

C. Kays

B. Wagner

C. Lawler

For the term of this contract, employees shall move only laterally. Placement on the guide will be identical to the step held in 1985-1986. For the term of this contract, no employee will advance on the guide.

MASTER MAINTENANCE

Criteria will be established for a new level of maintenance employees by the Superintendent and the Director of Plants/Facilities. The intent is to distinguish those maintenance persons with superior technical expertise. Individuals will be appointed to this level based upon the recommendation of the Superintendent and the Director of Plants/Facilities. These criteria and the selection/appointment of individuals to these positions is not grievable.

\$1,500.00

UNIFORMS/MAINTENANCE SHOES

For the term of this contract only, the Board will provide a Uniform Service for custodial/maintenance personnel. It is understood that at the conclusion of this contract, this provision will expire. Said expiration is not grievable or arbitrable.

Uniforms are to be worn only at the place of employment. Employees are to cooperate with the service by being prompt with the exchange of uniforms.

Maintenance contract of 24 months for three (3) changes per employee per week, with seasonal sleeve; includes cleaning, maintenance, upkeep, delivery, and name. Also, separate delivery as required and separate invoices for each building.

New employees will receive new uniforms unless there is a 50% turnover, in which case good used clothing will be issued.

Upon leaving the district, employees are to turn in uniforms, otherwise there will be a replacement charge to the district. The final paycheck will be held until all uniforms have been returned.

Shoes - Maintenance men will be required to wear safety shoes/boots as stipulated by the Director of Plants/Facilities. During the term of the contract, the Board of Education will provide a maximum of two pairs of safety shoes/boots, if needed. In the event that these two pairs of shoes/boots are worn out prior to termination of the contract, the maintenance person shall be required to provide identical footwear at his/her own expense. At no time shall any maintenance person report to work without the agreed upon safety shoes/boots. These shoes/boots are being provided for employment use only.

If at any time during the contract the Board of Education feels the uniform or safety shoe benefit is being abused, it reserves the right to cancel this benefit immediately. This decision shall not be arbitrable or grievable and will not be considered a violation of contract or terms and conditions of the contract.