

**AGREEMENT**  
**BETWEEN THE**  
**PHILLIPSBURG BOARD OF EDUCATION**  
**AND THE**  
**PHILLIPSBURG CUSTODIAL/MAINTENANCE ASSOCIATION**  
**JULY 1, 1993 - JUNE 30, 1996**

TABLE OF CONTENTS

I	Recognition.....	1
II	Negotiation of Successor Agreement.....	1
III	Grievance Procedure.....	2
IV	Employee Rights and Privileges.....	6
V	Association Rights and Privileges.....	7
VI	Work Year.....	7
VII	Daily Work Hours.....	8
VIII	Overtime.....	8
IX	Work Schedule.....	9
X	Employment Procedures.....	11
XI	Salaries.....	12
XII	Voluntary Transfers and Reassignments.....	13
XIII	Involuntary Transfers and Reassignments.....	13
XIV	Evaluation.....	14
XV	Employee Facilities and Equipment.....	16
XVI	Employee-Administration Liaison.....	16
XVII	Sick Leave.....	16
XVIII	Temporary Leaves of Absence.....	17
XIX	Extended Leaves of Absence.....	18
XX	Protection of Employees.....	19
XXI	Insurance Protection.....	19
XXII	Personal Freedom.....	20
XXIII	Deduction from Salary.....	20
XXIV	Miscellaneous Provisions.....	21
XXV	Board Rights.....	22
XXVI	Reporting for Duty Late.....	22
ANNEX A		
	Reduction of Personnel.....	23
APPENDICES		
	Salary Guide.....	25
	Differentials.....	26
	Uniforms/Maintenance Shoes.....	27
XXVII	Duration of Agreement.....	29

## 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
- Truck Driver

#### 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.

C. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. During negotiation, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants, and may call upon professional and lay representatives to assist in the negotiations.

D. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

E. Modification

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.

F. Except as this Agreement shall hereinafter otherwise provide all terms and conditions of employment applicable on the effective 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.

G. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in *Article I* of this Agreement, with any organization other than the Association for the duration of this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by an employee or the Association based upon the interpretation, application or violation of this Agreement or an administrative decision affecting him. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) days of the time the employee knew or should have known of its occurrence.

**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.

D. Level One -- Principal or Immediate Superior

An employee with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally. The employee shall clearly state the issue may be considered a grievance.

Level Two -- Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools.

Level Three -- Arbitration

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, he may, within five (5) school days after a decision by the Superintendent or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the employee, hold a hearing with the employee and render a decision within thirty-five (35) days of receipt of the grievance by the Superintendent. If the employee is dissatisfied with the decision of the Board, he may request the grievance be submitted to non-binding arbitration. The costs of said arbitration shall be shared equally by the Board of Education and the Phillipsburg Custodial/Maintenance Association.

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved person and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore, and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Three shall be in accordance with the procedures set forth in the paragraph entitled, Level Three -- Arbitration.

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, at 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 IV

### EMPLOYEE RIGHTS AND PRIVILEGES

- A. The Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerned activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.
- C. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.
- D. Whenever any employee is required to appear before the Business Manager or the Superintendent, the Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.
- E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.



## 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 the sum of all weekdays, including vacation days and holidays.

ARTICLE VII

DAILY WORK HOURS

A. September 1 - June 30:

1. The work day shall consist of eight (8) hours excluding thirty (30) minutes uninterrupted lunch hour as scheduled by the principal or immediate supervisor. On snow days when school is in session, employees shall be expected to report to work one (1) hour earlier than ordinarily scheduled.

B. Summer Work Hours:

The following Monday--

1. Immediately upon closing of school in June until school opening in September.

2. Hours -- 7:00 a.m. - 3:30 p.m. including thirty (30) minutes uninterrupted lunch hour or other hours provided by mutual agreement between the employee and his or her immediate supervisor.

3. "Coffee Breaks"

1. Two uninterrupted periods of fifteen (15) minutes (one in a.m. and one in p.m.).

2. The times of such breaks shall be mutually agreed upon by the employee and his immediate superior.

ARTICLE VIII

OVERTIME

**Overtime:** Defined as any time spent at regular duties beyond eight (8) hours in any day.

A. All overtime will be rounded to the nearest hour at the end of each pay period. This will be remunerated at the rate of 1-1/2 the hourly salary; 1-1/2 on Saturdays; double time on Sundays; triple time on Holidays at the hourly salary.

B. When an employee is required to work two (2) or more hours beyond his/her required eight hour shift and the employee did not receive a ten (10) hour advance notice, the employee will receive up to \$5.00 to reimburse him/her for an unplanned meal. Pay will occur by turning in the receipt to the Director of Plants/Facilities. He, in turn, will arrange payment through petty cash.

2. An overtime list developed by the Director of Plants/Facilities shall be established indicating seniority in the school and category of employment. An operating list for overtime shall be 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 so on, 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.

Overtime shall be granted by category, i.e., custodian or maintenance worker. Custodians may bid on custodial overtime and maintenance personnel may bid on maintenance overtime. During the heating season, in schools with pressure boilers, both licensed maintenance personnel and licensed custodians are eligible to bid on overtime which requires a Black Seal License. The Board has the right to require a worker to secure a Black Seal License. The costs of the licensing course tuition will be borne by the Board.

## 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 three (3) hours.

**C. Vacations**

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

2. Vacation List -- A vacation list shall be placed in a central location by the Superintendent on the first day of March of each and every year, which list shall come down on March 30 of each and every year. With regard to vacation requests, seniority will rule; and vacation requests insofar as possible will be honored with seniority being the governing factor in the event of a conflict. The intent of this section is not to deny anyone vacation who does not sign up for it, but rather to give preference and priority to those persons who sign up for a vacation week between March 1 and March 30. Only those persons on the sign-up list maintained by the Business Office will be considered in terms of seniority if more than one person requests the same week. Those employees who do not sign up on the vacation list will be granted vacation dates on a first come, first served basis insofar as possible (i.e. considering total number allowed at one time, total from one location, condition, etc.).

3. Vacation Schedule -- Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld.

4. Vacation use will be limited to a maximum of ten (10) work days in any given month. Once granted, vacations will not be disallowed except in extreme emergencies. Disputes are to be appealed to the Superintendent.

5. Vacation Eligibility -- Employees shall be eligible for vacations on the following basis:

(a) One (1) day for each month of employment during years 0 through 9, but not to exceed twelve (12) days.

(b) Fifteen (15) days for tenth (10) through fifteenth (15) year.

(c) Sixteenth (16) and after, one (1) additional day for each year of service for a maximum of twenty-four (24) days vacation.

(d) Vacations taken during school year to be established by the Custodial/Maintenance Association and subject to the approval by the Superintendent.

6. Vacation Carry Over -- Up to five (5) vacation days may be carried from one contract year into the next contract year if approved by the Superintendent. An employee who wishes to carry vacation days must forward a written request to the Director of Plants/Facilities who will forward it to the Superintendent of Schools for approval or rejection. If days carried over are not used, they will be removed from the employees accumulated total.

Once an employee achieves seniority in the district, which provides him/her with fifteen (15) or more vacation days, he/she is no longer eligible to carry over vacation days.

**D. Holiday Schedule**

- |                            |                              |
|----------------------------|------------------------------|
| (a) Independence Day       | (k) Easter Monday            |
| (b) Labor Day              | (l) Memorial Day             |
| (c) Thanksgiving Day       | (m) One undesignated holiday |
| (d) Day after Thanksgiving | selected by the employee,    |
| (e) December 24            | subject to the approval      |
| (f) Christmas Day          | of his/her supervisor. A     |
| (g) December 31            | notice of ten (10) work      |
| (h) New Year's Day         | days must be given to the    |
| (i) Washington's Birthday  | Director of Plants and       |
| (j) Good Friday            | Facilities.                  |

The purpose of these holidays is to provide a normal working day off. In the event any of these holidays falls on a non-scheduled work day, then a day will be chosen by the Superintendent to represent the holiday (i.e. Christmas falling on a Sunday which is normally a non-scheduled work day; then in that event the Superintendent will choose a day to represent the holiday which falls on a non-scheduled work day).

**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 transport students. The use of an employee's vehicle for moving school equipment or securing parts/equipment shall be solely at the discretion of the employee. Mileage will be paid at the rate of 25-1/2 cents per mile for the use of a personal vehicle for school business.

2. A non-professional employee who uses his/her vehicle on behalf of the Board must meet the insurance requirements as determined by the Board and as stated in Board's policy.

3. The Board will cover all damages, losses and expenses incurred by an employee arising out of the authorized use of his/her automobile in the performance of school duties, if beyond the employees own insurance limits.

ARTICLE XI

SALARIES

A. Salary Schedule

The salary of each employee covered by this Agreement set forth in Schedule "A" which is attached hereto and made a part hereof.

B. All members will be placed on steps on the salary guide.

C. Final Pay

Each employee shall receive his final pay and the pay schedule for the following year on his last working day in June.

D. On the work day preceding the official pay day, the supervisor will distribute checks to the second and third shift employees.

ARTICLE XII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

(JOB POSTING)

- A. Posting locations for all vacant positions will be designated yearly by the Assistant Superintendent. In the high school, custodial/maintenance positions will be posted in the vicinity of the time clock used by custodians to record hours.
- B. All vacancies shall be posted by the Assistant Superintendent for a period of ten (10) calendar days.
- C. Any Custodial/Maintenance Association member who bids on a vacancy and meets the stated job qualifications shall be interviewed.
- D. Those employees who choose to question the job award may appeal the decision to the Superintendent.

ARTICLE XIII

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notice

Notice of an involuntary transfer or reassignment shall be given to employees as soon as practicable.

B. Criteria

When an involuntary transfer or reassignment is necessary, an employee's area of competence, length of service in the Phillipsburg School District, length of service in a particular school building and other relevant factors, including, among other things, state and/or federal laws, rules, regulations or administrative directives, shall be considered in determining which employee is to be transferred or reassigned.

- C. See Annex A hereto for reduction of personnel policy.

ARTICLE XIV

EVALUATION

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.

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.

2. Derogatory Material

No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall be reviewed by the Superintendent or his designee and attached to the file copy.

3. No Separate File

Although the Board agrees to protect the confidentiality of personal references, and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

**D. Termination of Employment**

The Board has the right to terminate an employee upon sixty (60) calendar days notice for inefficiency. Termination for disciplinary reasons shall occur upon a ten (10) work day notice. Said termination is subject to due process procedures.

Final evaluation of an employee upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such employee after severance or otherwise than in accordance with the procedure set forth in this Article.

E. Job descriptions for "maintenance worker" and "custodian" will be developed. The Director of Plants/Facilities will assign work according to these job descriptions.

**ARTICLE XV**

**EMPLOYEE FACILITIES AND EQUIPMENT**

All employees where applicable shall be provided with the appropriate equipment necessary to do a high quality of work.

**ARTICLE XVI**

**EMPLOYEE-ADMINISTRATION LIAISON**

At the request of the Association, the Association's representatives shall meet with the Superintendent at least once every calendar quarter during the year to review and discuss current problems and practices of mutual interest and the administration of this Agreement. Such meetings shall be held on written request of the Association or on written request of the Administration and it shall not be deemed a waiver of this provision or violation of this contract if no meeting is requested or held.

**ARTICLE XVII**

**SICK LEAVE**

**A. Accumulative**

1. 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.

2. If an employee works less than four (4) hours of his shift and leaves due to illness, he/she will be charged for one sick day and will be paid for time worked. If beyond four (4) hours, he/she will not be charged with a sick day and receive payment only for time worked. If, in the opinion of the administration, this provision is abused by multiple members of the Association, it will revert to the past practice.

**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 ninety (90) days of unused accumulated sick leave (i.e. thirty (30) full days pay maximum. The daily rate is defined as a work day consisting of eight (8) hours.

In addition to the above benefit, all retiring employees will be paid \$10 for each accumulated sick day in excess of the ninety (90) days indicated in the preceding paragraph.

**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.

- B. Up to five (5) successive days may be granted for death in the immediate family (husband, wife, children, and other members of the same home; father and mother; brothers and sisters; father-in-law and mother-in-law).
- C. One (1) family illness day.
- D. Extensions to any temporary leaves of absence referred to in Sections A and B as outlined above may be made at the discretion of the Superintendent of Schools.
- E. A regularly appointed employee who is required to undergo military field training or to attend service school will be paid his regular salary less the salary that he receives from the military organization, provided that such additional time of training or service school attendance is not in excess of one (1) calendar month during any school year. Should any military field training or attendance at service schools in excess of that granted above be required in the same school year, military leave pay for each additional period shall be granted.
- F. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the member is entitled.

## ARTICLE XIX

### EXTENDED LEAVES OF ABSENCE

A. Association

The Board agrees that up to one (1) employee designated by the Association shall upon request be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.

B. Military

Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months for any wound or sickness at time of discharge.

C. Good Cause

Other leaves of absence without pay may be granted by the Board for good reason.

D. Return from Leave

1. Salary

Upon return from leave granted pursuant to Section A or B of this Article, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. An employee shall not receive increment credit for time spent on a leave granted pursuant to Section C. of this Article.

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 XXI

INSURANCE PROTECTION

- A. The Board of Education agrees that for the term of this Agreement it will provide individual and full family health-care insurance coverage comparable to that currently being provided for professional employees.

- (1) Hospitalization benefits
- (2) Surgical benefits
- (3) Medical benefits
- (4) Diagnostic benefits
- (5) Major Medical benefits
- (6) Others as agreed by Board and Association

B. The Board shall request the carrier to provide each new employee with a description of the health-care insurance coverage provided under this Article at the beginning of the school year. In addition, all personnel covered by the health-care plan shall be notified of revisions prior to their effective date.

## ARTICLE XXII

### PERSONAL FREEDOM

A. Employees shall be entitled to full right of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing said activities do not violate any local, state, or federal law.

## 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 Custodial/Maintenance 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 moneys together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Custodial/Maintenance Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such moneys 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.

**B. Separability**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

**C. Compliance Between Individual Contract and Master Agreement**

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

**D. Attendance at NJEA Convention**

The Board and Superintendent shall allow two (2) officers of the Custodial/Maintenance Association to attend the annual NJEA Convention. This shall be limited to two (2) work days (regular work days with pay---Monday through Friday). Attendance must be verified to substantiate payment for two (2) work days.

E. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter to the following addresses:

1. If by Association, to Board at 675 Corliss Avenue, Phillipsburg, New Jersey.
2. If by Board, to Association at

ARTICLE XXV

BOARD RIGHTS

Subject to the express provisions of this Agreement and in full compliance with established laws, the Board retains all rights, powers, functions and authority of management, including the hiring, supervision, discipline and promotion of employees, the direction of school operations and determination of the methods, means and personnel by which such operations are to be conducted, and to take whatever actions may be necessary to accomplish the missions of the school district.

ARTICLE XXVI

REPORTING FOR DUTY LATE

It is mutually agreed that arrival at employment stations on time is in the best interests of the custodial/maintenance program.

It is further understood that extenuating circumstances do result in occasional late reporting.

It is agreed that more than three such late arrivals per school year is cause for disciplinary action of the employee concerned.

Disciplinary Action

Staff members who have exceeded three (3) late arrivals shall have their salary reduced as follows:

- (1) Up to 40 minutes -- 1/6 of their daily salary.
- (2) Over 40 minutes -- 1/2 of their daily salary.



## ANNEX A

### REDUCTION OF PERSONNEL

#### Definition:

Reduction of personnel shall only be interpreted to mean a lay-off caused directly by a reduction in budgeted moneys for custodial/maintenance personnel. Termination for cause shall not be considered reduction of personnel.

A. During the term of this contract, reduction of personnel shall be in conformity with this Agreement with the statutes of the State.

B. If reduction of personnel is being considered, the Board shall notify the Association as soon as possible.

C. During said lay-offs, such employees' seniority shall remain unbroken despite such lay-offs and the accumulated sick leave shall not be canceled 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 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.

(2) All employees on lay-off and the Association shall be notified by certified mail on or before April 1 of their position on the recall list and given the opportunity to remain on recall for the following school year. The employees shall notify the Superintendent by certified mail by April 15 of his intent to return to the school district or his lay-off position shall be terminated.

(3) No new employees shall be hired until all competent, tenured employees on lay-off, in accordance with this Article, have been offered an opportunity in writing to return to active employment.

**G.** The recall list shall be maintained by the Personnel Office. It shall be the employee's responsibility to maintain a current address with the Personnel Office. Said employee waives his lay-off position with the Board if he cannot be contacted by the district upon the opening of a position for which he is qualified.

**H.** The above provisions shall apply to tenured personnel only.

## SALARY GUIDE

<u>Step</u>	<u>1993-1994</u>	<u>1994-1995</u>	<u>1995-1996</u>
0	21,325	21,935	22,845
1	21,725	22,335	23,245
2	22,125	22,735	23,645
3	22,525	23,135	24,045
4	22,925	23,535	24,445
5	23,325	23,935	24,845
6	23,725	24,335	25,245
7	24,125	24,735	25,645
8	24,525	25,135	26,045
9	24,925	25,535	26,445
10	25,325	25,935	26,845
11	25,725	26,335	27,245
12	26,125	26,735	27,645
13	26,525	27,135	28,045
14	26,925	27,535	28,445
15	27,325	27,935	28,845
16	27,725	28,335	29,245
17	29,825	28,735	29,645
18		30,835	30,045
19			32,145

## DIFFERENTIALS

Stipends -- For the term of the contract, 1993-1994, 1994-1995 and 1995-1996, the stipends below will be the stipends for the noted responsibilities during both years of the contract.

### SHIFT DIFFERENTIAL

For employees on the Second Shift -- 3:00 pm to 11:00 pm, a stipend of: \$325.00

For employees on the Third Shift -- 11:00 pm to 7:00 am, a stipend of: \$425.00

### JOB DIFFERENTIAL

For maintenance employees, a stipend of: \$1,150.00

For Black Seal in use full time, a stipend of: \$600.00

In the event that the Director of Plants/Facilities determines that an employee shall receive a Black Seal License, the Board of Education will pay the cost of the course and the textbook. The textbook is to remain at the custodian's assigned building.

### LONGEVITY PAY

After 15 years -- \$150.00 per year

After 20 years -- \$150.00 per year

After 25 years -- \$250.00 per year

### POOL MAINTENANCE

For the employee performing pool maintenance (the duties required by this job not to be performed during regular working hours of employment): \$925.00

### FIELD HOUSE/ATHLETIC FIELDS -- HIGH SCHOOL

For the employee who is delegated the responsibility of maintaining the field house and athletic fields: \$150.00

## 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 uniforms for custodial/maintenance personnel either by contracted service or outright purchase. 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.

### Uniform Purchase

In the event that the Board chooses to purchase uniforms, the following conditions will occur:

1. Initially five (5) sets (pants/shirt) will be purchased for each custodian. There will be one new set purchased yearly for each custodian.
2. For summer (June-August, non-student days), T-shirts may be worn. In year one of the contract, five (5) T-shirts will be purchased. In year two/three, two (2) T-shirts will be provided yearly.
3. The employee will be responsible to clean and maintain his/her individual uniforms.

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.

### Uniform Service

In the event that the Board chooses to use uniform services, employees are to cooperate with the service by being prompt with the exchange of uniforms.

Maintenance contract of 36 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 and T-shirts unless there is a 50% turnover, in which case good, used clothing will be issued.

**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.

### **Foul Weather Gear**

Foul weather gear will be provided at each school. The number/type of pieces of equipment will be determined by the Director of Plants/Facilities. Foul weather gear is not to leave the premises and is for use on school grounds 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.

*Wherever reference is made to Director of Plants/Facilities in this contract, the Board of Education also assigns those duties to the Board Secretary/School Business Administrator.*

ARTICLE XXVII

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 1993 and shall continue in effect until June 30, 1996, 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

James M. Kelly  
(Its President)

BY

Dick [Signature]  
(Its President)

BY

William W. Poch  
(Its Secretary)

BY

Albert L. Diaperato  
(Its Secretary)

DATED

July 6, 1993

DATED

July 7, 1993