

AGREEMENT

BETWEEN

GLOUCESTER CITY BOARD OF EDUCATION

AND

AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

DISTRICT COUNCIL 71

LOCAL 3858

JULY 1, 2010 THROUGH JUNE 30, 2013

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AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____, 2011; between the Gloucester City Board of Education (hereinafter called the "Employer") and the American Federation of State, County and Municipal Employees, AFLCIO, District Council 71, Local 3858 (hereinafter called the "Union");

AND IT BEING the desire of the parties to this Agreement to establish a mutual relationship conducive to the best interest of the parties, to promote harmonious relations between themselves, to establish and equitable and peaceful procedure for resolution of grievance, to establish wages, hours and conditions of employment.

ARTICLE I RECOGNITION

The Employer recognizes the Union as the majority representative and exclusive bargaining agent of it's Board appointed and regular part-time (scheduled to work more than 20 hours per week) custodial, maintenance and ground employees, custodial aides, custodian/bus driver, but excluding all probationary employees, students, casual and temporary employees, professional employees, confidential employees, chief custodians, supervisors, as defined by the Public Employment Relations Commission.

After January 1, 1994, no probationary and temporary employees commencing work after that date shall be continually employed for more than 6 consecutive months unless that employee is filling the slot of an employee on a leave of absence for sickness or disability.

ARTICLE II - DUES CHECK OFF AND REPRESENTATION FEE

- A. The Employer agrees to deduct, from the salaries of its employees, subject to this Agreement, dues for AFSCME, AFL-CIO, Council 71, Local 3858. Such deduction shall be made in compliance with Chapter 123, Public Laws of 1974, N.J.S.A. 52:1415, as amended.
- B. A check off shall commence for each employee who signs a properly dated authorization card supplied by the Union.
- C. The aggregate deduction from all employees shall be remitted to that Treasurer of AFSCME Council 71 together with the list of the names of all employees for whom the deductions were made by the twenty-first (21st) day of the succeeding month after such deductions were made.
- D. If during the term of this agreement there shall be any change in the rate of membership dues, the union shall furnish the employer written notice, thirty (30) days prior to the effective date of such change and shall furnish to the employer an official notification, advising of such changed deduction.
- E. The Union will provide the necessary "check off authorization" form and the Union will secure the signature of its members on the forms and deliver the signed forms to the employers.
- F. Any employee in the bargaining unit on the effective date of this agreement who does not join the Union within thirty (30) days thereafter, any new member who does not join within thirty (30) days of Board employment within the unit, or any employee, shall as a condition of employment, pay a Representation fee to the Union by automatic payroll deduction. The Representation fee shall be in an amount equal to eighty-five (85%) percent of the regular Union's membership dues, fees and

assessments as certified to the Employer by the Union. The Union may revise its certification of the amount of the Representation fee at any time to reflect changes in the regular Union membership dues, fees and assessments.

- G. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Union.

ARTICLE III APPOINTMENT AND TENURE

A . T E N U R E :

Any employee covered by this Agreement appointed before July 1, 1992, shall have tenure pursuant to R.S. 18A: 17-3, and shall hold his/her office, position or employment under tenure during good behavior and efficiency and shall not be dismissed or dismissed or suspended or reduced or reduced in compensation, except as the result of the reduction in the manner of jointure in the district as hereinafter provided or except for neglect, misbehavior or other offenses.

B . A P P O I N T M E N T S A F T E R J U L Y 1 , 1 9 9 2 :

All custodial, maintenance and ground employees appointed after July 1, 1992, shall be appointed for fixed terms, not to exceed one year or the end of the school year if hired after a July 1 school year has commenced. Said employees shall be on probation for up to 60 days and shall be subject to dismissal at will at any time during said probationary period.

After the said employee has completed three full contract years, the employee shall acquire tenure, if reappointed by the Board, effective July 1, for continued employment. The decision to reappoint shall be within the sole discretion and

authority of the Board; but notice of reappointment or denial of reappointment must be given to the employee no later than May 15.

C REDUCTION:

The Board shall not reduce the number of custodial, maintenance and ground employees by reason of residence, age, sex, race, religion or political affiliation and when any janitor engineer, custodial or janitorial employee under tenure is dismissed by reason of reduction in the number of such employees, the one having the least number of years to his credit shall be dismissed in preference to any other having a longer term of service and the person so dismissed shall be and remain upon a preferred eligibility list, in the order of years of service, for reemployment whenever vacancies occur and shall be reemployed by the Board in such order and upon reemployment shall be given full recognition for previous years of service in his respective positions and employments.

ARTICLE IV SENIORITY

- A. Seniority is defined as an employee's total length of continuous service with the Employer, beginning with his/her original date of hire, inclusive of his /her probationary period.
- B. Seniority shall apply to any shift changes, shift vacancies for permanent positions, all of which shall be posted. Job openings shall be posted for only the school in which the opening exists due to a retirement or a person leaving the district. If a person is acceptable for the position from within the district, his or her job will be filled by the new employee. Openings shall be filled by the most senior qualified applicant with good attendance history, work record, and no documented physical limitations.

- C. The Employer shall furnish the Union semi-annually, information concerning seniority dates of hire, classification, amount of sick leave, amounts of vacation time and pay rates of employees covered by this Agreement.
- D. Notice of all transfers shall be forwarded to the appropriate local Union officer.
- E. The Board shall not reduce the number of custodial, maintenance and ground employees by reason of residence, age, sex, race, religion or political affiliation and when any janitor, janitor engineer, custodial or janitorial employee under tenure is dismissed by reason of reduction in the number of such employees, the one having the least number of years to his credit shall be dismissed in preference to any other having a longer term of service and the person so dismissed shall be and remain upon a preferred eligibility list, in the order of years of service, for reemployment whenever vacancies occur and shall be reemployed by the Board in such order and upon reemployment shall be given full recognition for previous years of service in his respective positions and employments.

ARTICLE V - GRIEVANCE PROCEDURE

A. **DEFINITIONS:**

1. Grievance. A "grievance" shall mean a complaint by an employee or the Association that there has been a violation, misinterpretation or inequitable application of any of the provisions of the Agreement or that an employee or group of employees has/have been treated unfairly or inequitably by reason of any act or administrative decision affecting employees' terms and conditions of employment
2. An "aggrieved person" is the person, persons, or the Association making the

claim.

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

B. PURPOSE:

The purpose of this procedure is to secure, at the-lowest possible level, solution to the problems, which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

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. Failure of the grievant to meet the next step within the specific time limit should be deemed as a waiver of further appeal.

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement, and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE:

The Union steward with or without the employee shall present grievance(s) to the chief custodian within ten (10) days of the date of the alleged occurrence.

STEP TWO:

If the aggrieved is not satisfied with the disposition of his/her grievance at Step One, or if no decision has been rendered within five (5) school days of its presentation, he/she may

present his/her grievance in writing to the Director of School Facilities within five (5) days after Step One response was due, or ten (10) school days after the grievance was presented, or which ever is sooner.

A written grievance shall include the following information:

1. The nature and date of the alleged occurrence in reasonable detail.
2. The Article and Section of this agreement or specific Acts or Administrative decision which gave rise to the grievance.
3. The nature and extend of injury and or loss.
4. The remedy which the employee(s) seeks.
5. The date of the grievance was discussed at Step One.

STEP THREE:

If the grievance remains unresolved at Step Two, or no decision has been rendered within ten (10) school days after it's submission at Step Two, the aggrieved may within five (5) school days after a decision by the Director or fifteen (15) school days after the grievance was delivered at Step Two, submit the grievance to the Board step grievance hearing, within twenty (20) days.

STEP FOUR:

ARBITRATION:

If the Union determined that the grievance is meritorious and is not satisfied with the Board's decision of if no decision has been rendered, the Union may submit the matter to arbitration within fifteen (15) calendar days after the Board's decision.

1. The arbitrator shall be selected from a panel of arbitrators provided by the Public Employment Relations Commission (PERC) in accordance with the rules required by PERC.

2. Any matter relating to employees terms and conditions of employment, as set forth in this Agreement may be submitted to arbitration. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to, subtract anything from, no modify the express terms of this Agreement. The arbitrator's recommendations shall be submitted in writing to the Board and to the Union and shall be advisory on all parties.

3. The fees and expense of the arbitrator shall be shared equally by the parties. Any other expenses incurred shall be paid by the party incurring same.

D. REPRESENTATION:

Any aggrieved person may be represented at all stages of the grievance procedure by Union Representation, and himself/herself

E. REPRISALS:

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

F MEETING:

Representatives of the Union shall be permitted to confer and investigate grievance without loss of pay or any other negotiated benefit.

ARTICLE VI - HOLIDAYS AND CALENDAR

A. A school calendar will be distributed to the bargaining unit no later than July 1, of each year of this Agreement. There shall be no change of the school calendar without first negotiating such change with representatives of the Union. All bargaining members are entitled to thirteen (13) paid holidays in each year of this agreement.

- B. The Union shall submit the requested holidays for the Board's approval by May 1st of the current school year for the ensuing school year.
- C. The Union shall have representation on the school calendar committee.

ARTICLE VII - FUNERAL LEAVE

- A. Each employee shall be granted without deduction in salary, in the event of death in the immediate family a period of absence from duty not to exceed five (5) consecutive days.
- B. The immediate family is hereby intended to include father, mother, wife or husband, son or daughter, brother or sister, father-in-law or mother-in-law and grandparents.
- C. It is agreed and understood that there is a bereavement leave; and the employee must attend the funeral services for the decedent.

ARTICLE VIII - PERSONAL DAYS

- A. Employees appointed before January 1, 1994, shall be entitled to three (3) days with full pay for each school year of non-accumulative leave for personal, legal, business, household or family matters.
- B. Employees appointed after January 1 1994.
Employees with over 10 year s service shall be entitled to three (3) days with full pay for each school year of non-accumulative leave of absence for personal, legal, business household or family matters. Employees with less than 10, but more than 5 years, shall be entitled to two (2) days; and the employees with more than 1 year, but less than 5 years shall be entitled to one (1) non-accumulative personal day.

- C. Request for personal leave shall be made at least one day in advance to the Facilities Director in writing and shall state the specific reason for the request. The Director shall not unreasonably or arbitrarily deny request for personal leave. In the Director's absence, it should be made to the Chief Custodian or the Business Administrator.
- D. Personal leave may not be used on the day immediately before or immediately after a holiday or sick day, unless medical verification is provided.

ARTICLE IX - SICK LEAVE

- A. All bargaining unit employees hired before January 1, 1994, shall be entitled to fifteen (15) paid sick leave days each year of this Agreement. Said days accumulate to the employee's credit year to year.

Any employee hired after January 1, 1994, shall earn sick leave at the rate of one (1) day per month for the first year of employment and thereafter shall be entitled to twelve (12) sick days each year of this agreement.
- B. Any person who has used their allowable sick leave must request leave without pay within thirty (30) days after such allowable sick leave has expired.
- C. Upon retirement employees who actively retire after (15) year of continuous service in the Gloucester City School System, shall be paid for accumulated sick leave days, at the rate of thirty (\$50.00) dollars per day, up to the total maximum payment of six thousand (\$8,000.00) dollars. In the event of the death of an employee, the employee's accumulated sick time shall be paid to his/her spouse or beneficiary.
- D. Sick leave is hereby defined to mean the absence from his/her post of duty because of personal disability due to illness or injury.
- E. If an employee is absent three (3) or more consecutive days, said employee shall

provide the Employer with medical verification of his or her absence. Verification shall include date of illness, anticipated date of return, and diagnosis. Said verification shall be provided to Employer immediately upon return to work.

- F. If an employee utilizes a sick time the day prior to, or the day following a holiday, vacation day or personal day; medical verification must be provided to the employer.

ARTICLE X - VACATION

- A. All employees shall be entitled to ten (10) vacation days after one full year of service; and to fifteen (15) days vacation after ten (10) full years of service. After 15 years, the employee shall receive one additional vacation day; and an additional day every other year thereafter with a maximum entitlement of 20 days.
- B. Employment for less than one year shall accrue one day's vacation for each five weeks of employment, not to exceed ten (10) days. Those employees entitled to three weeks vacation will only be permitted to take two (2) weeks consecutively.'
- C. By May 15 of each year the Facilities Director shall request employees to fill in their vacation requests for the forthcoming July 1 school year, no later than July 1. However, vacation requests of 3 days or more shall only require four (4) weeks notice. In the event a large number of employees request the same vacation dates, the person with the longest years of service will be given first consideration. Notice of refusal or approval must be given to the employee not more than fourteen (14) days after the request is received. Absences from the Costello School, Cold Springs School and Gloucester High School shall not exceed 25% at any one time.

The Board acknowledges the seniority rights of the employees with regard to request for vacation. However the date of approval of a requested vacation shall take priority.

- D. Vacation requests may be denied to some employees for a' specific time period if in the opinion of the Facilities Director, it would hinder the safe and effective maintenance and operation of the school facilities. Said denial shall be capricious or arbitrary.
- E Requests for one or two day vacations may be made with two working days notice.

ARTICLE XI - MEDICAL AND OTHER INSURANCE COVERAGE

HEALTH BENEFITS:

- A. The Board of Education will provide through the New Jersey Health Benefits Program at no cost to the employee, medical insurance, including major medical coverage for each employee and, when applicable, his/her dependents, while employed at least 30 hours per eek, excluding the lunch period.
- B. The Board of Education will provide through Canada Life at no cost to the employee, dental coverage for each employee and where applicable, his/her dependents, while employed at least 30 hours per week, excluding the lunch period; however, the Board shall not be required to provide duplicate dental coverage, if an employee's spouse has dental insurance.
- C. The present contribution of the 1.5% toward health insurance premium costs shall continue and shall remain in place through the term of this agreement and no further premium charges or contributions shall be assessed, imposed, or charged to unit members during the term of this agreement, notwithstanding any changes to the law or court review. Any employee that opts out of coverage shall not be charged the 1.5% of salary as contribution for health insurance. Employees shall have the right to re-apply for medical benefits if there is any change in status.

D. The Board of Education will provide full family prescription coverage through the New Jersey State Health Benefits Plan and in accordance with the following schedule:

- (a) Single coverage - 100% of premium
- (b) Parent/child coverage - 100% of premium
- (c) Husband/wife coverage - total premium minus \$132.97 employee contribution
- (d) Family Coverage - total premium minus \$141.37 employee contribution

Legal right to change carriers, provided the level of benefits shall be substantially equivalent to those provided by the present carriers; after conferring with the Union.

E. A new employees' policy for Blue Cross/Blue Shield, Major Medical goes into effect sixty (60) days after he/she completed a probation period. The Dental and Prescription Benefits will begin the month following (the enrollment date) after the probation period has been completed. Any change in coverage (additions to or deletions from the policy) should be made immediately by the employee to the Office of the Board of Education.

ARTICLE XII - HOURS OF WORK

All personnel are expected to work on time and check in on a time sheet or time clock. When leaving the building, notify the principal, chief custodian, facilities director or main office of your whereabouts and approximately how long you will be gone. Employees leaving the building must sign out and upon returning sign in.

- B. Each full time employee, except custodial aide, shall work a full forty (40) hour work week, 8.5 hours per day with a 30 minute lunch period, and two (2) fifteen (15) minute breaks. The normal workday and hours shall not be changed without discussing said need with the Union five (5) days prior to the proposed change. The normal work week is five (5) consecutive days. The Employer shall notify the Union and the affected employee ten (10) working days prior to any proposed change.
- C. Employees will perform all duties assigned by the Chief Custodian or Facilities Director or building principals in accordance with his or her job description, including cross-over duties to other custodial, maintenance, ground, cafeteria, bus duties as may be directed by the Director, Chief Custodian or Principals when they deem it necessary, but not arbitrarily or capriciously.
- D. Employees temporarily assigned to work in a higher pay job classifications for the period in excess of five (5) consecutive working days shall be paid at the rate of pay for the job he/she was temporarily assigned, or his/her regular wage, whichever is higher. The rate of pay shall be retroactive to the first day.
- E. The computation for the rate differential between custodial duties and maintenance duties shall be \$1.50 per hour.

ARTICLE XIII TELEPHONE SERVICE

Telephones are for school business and personal calls should be made only in extreme emergencies. Personnel will not be called to answer a phone call during working hours except when an emergency exists. The local officers shall have the right to call the Union office if an emergent need arises.

ARTICLE XIV WORKERS COMPENSATION

When an employee is injured on duty, he/she is to receive Worker's Compensation due him, plus the difference between the amount received as compensation and his/her salary during the period of temporary disability. Employee shall report incident immediately (i.e. when the incident happens/occurs) to the Supervisor or the Facility Director.

ARTICLE XV - ABSENCE

Any person unable to report to work on the day shift should notify the Chief Custodian or Facilities Director, if possible the night before or before their shift begins. Any person unable to report for night work should contact the Chief Custodian or Facilities Director two hours before the start of the shift, so that a substitute can be secured for that day. In the absence of the Chief Custodian or the Director, the Business Administrator shall be notified.

No exception or special consideration can be given to personnel who must commute long distances to work. Those who choose to live away from the District must accept full responsibility for being at work on time.

ARTICLE XVI EQUAL TREATMENT

- A. The Employer and Union agree that there shall be no discrimination or favoritism shown for reasons of sex, age, nationality, race, religion, marital status, political affiliation, Union membership or Union activities.
- B. The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.
- C. Ten (10) working days prior to the implementation of any rules of work and conduct for employees established by the Employer, pursuant to Section B above, the Employer agrees to notify the Union of said rules. The Union shall then have the opportunity to review such rules prior to their implementation. Any and all policies or regulations will be posted by the Employer.

ARTICLE XVII - OVERTIME

- A. Employees shall be entitled to one and one-half (1) times their hourly rate for work performed in excess of eight (8) hours per day, and in excess of forty (40) hours per week.
- B. There will be no duplication of overtime.
- C. Overtime is to be given out by seniority within the building.
- D. If no qualified person is available within the building, go to the next qualified within the District. If no one is available - reverse seniority within the building -

Mandatory.

ARTICLE XVIII UNIFORMS

- A. All bargaining unit employees who are required by the Employer to wear uniforms shall report to work in clean, neat dress attire as provided by the Employer.
- B. Employer shall provide those employees required to wear uniforms with two (2) sets of uniforms. The uniform shall consist of the following articles, to be issued each year of this agreement:

(2) pants

(2) shirts

The Employer shall also provide employees with a \$100 allowance per year for safety, non-slip work shoes.

- C. The Union and the Employer agree to form a Pair Wear and Tear Committee. The Pair Wear and Tear Committee shall provide input on uniform selection.

ARTICLE XIX CALL IN TIME

A. Any employee called in to work after he has left his place of employment shall be guaranteed not less than two (2) hours pay at one and one-half (1) time his regular

rate, regardless of the number of hours actually worked, except when called in one hour or less before his/her regular work shift.

ARTICLE XX MANAGEMENT RIGHTS

- A. The Board reserves to itself, sole jurisdiction, authority and responsibility over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, the Laws and constitution of the State and the United States:
1. To direct employees of the school district;
 2. To hire, promote, transfer, assign, change hours (within the current work assignment), and retain employees in positions in the school district, and to suspend, demote, discharge or take other disciplinary action against employees;
 3. To relieve employees, from duty because of lack of work or for other legitimate reasons;
 4. To maintain efficiency of the School District operations entrusted to them;
 5. To determine the methods, means and personnel by which such operations are to be conducted;
 6. To take whatever action may be necessary to carry out the mission of the school district in situations of emergency;
 7. To control and manage it's properties and facilities and the activities of it's employees by utilizing personnel, method and means of the most appropriate and efficient manner possible, as may from time to time be determined by the Board of it's Facilities Director.

ARTICLE XXI - LABOR MANAGEMENT MEETING

- A. The parties agree to establish a Labor Relations Committee.
- B. The Employer and the Union shall meet quarterly, upon the request of either party in writing with a precise agenda.

ARTICLE XXII BULLETIN BOARD

Bulletin board will be made available by the Employer at each of the work locations for the exclusive use of the Union for the purpose of posting Union announcements, and other information. It shall be in the boiler room or other mutually agreed upon location.

ARTICLE XXIII SAVINGS AND SEPARABILITY

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contract 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 shall continue in full force and effect.

ARTICLE XXIV RATES OF PAY

- A. The starting salary for new employees during the term this agreement shall be \$18,700.00.
- B. Salaries during the term of this agreement shall be as determined on Schedule A attached hereto entitled "AFSCME Salaries As Of 2006-7; Salary increase 2007-8 Through 2009-10."
- C. The appropriate job titles and corresponding start dates (seniority) are detailed in Schedule B attached hereto entitled "AFSCME Seniority And Job Assignment",
- D. With regard to Commercial Driver License (CDL), an annual stipend of \$1,000.00

will be paid. CDL would be based on a job bid and is strictly limited to the job assignment/title "Bus Driver" or "Grounds".

- E. Employees possessing and utilizing a "black seal" in their job assignment shall be entitled an annual \$1,000.00 stipend
- F. On July 1, 2007, all employees receiving the "Fireman's Stipend" shall have the stipend amount added to their base rate of pay.

ARTICLE XXV - TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2010 and shall continue in effect until June 30, 2013 and thereafter until a successor agreement is concluded.

GLOUCESTER CITY
BOARD OF EDUCATION

AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES,
, COUNCIL 71E LOCAL 3858

President

President

Secretary

Jackie Maxwell
Staff Rep. of Co 71
Mattie Hamell Ex. Director

Date

3-14-2012

Date