

CONTRACT

1995 - 1998

between

ROXBURY TOWNSHIP BOARD OF EDUCATION

AND

**MORRIS COUNCIL NO. 6,
NEW JERSEY CIVIL SERVICE ASSOCIATION, IFPTE, AFL-CIO**

(CUSTODIANS/MAINTENANCE EMPLOYEES)

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PREAMBLE

THIS AGREEMENT made between the **ROXBURY TOWNSHIP BOARD OF EDUCATION** with its facilities in Roxbury Township, New Jersey, party of the first part, hereafter referred to as the "Employer", and **MORRIS COUNCIL NO. 6, NEW JERSEY CIVIL SERVICE ASSOCIATION, IFPTE, AFL-CIO**, party of the second part, hereafter referred to as the "Union", for and on behalf of those designated employees named in Article 1, Recognition.

ARTICLE 1

RECOGNITION

The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all custodians, groundskeeper-custodians, lead day custodians, matrons, and building maintenance employees, employed by the Employer, but excluding all other employees.

ARTICLE 2

UNION SECURITY

Section 1. The Employer agrees it will give effect to the following form of Union Security:

(a) All present employees who are members of the Union on the effective date of this Agreement shall remain members of the Union in good standing by payment of the regular monthly dues. All present employees who are not members of the Union will pay a Representation Fee as set forth hereafter.

(b) It is agreed that at time of hire, newly hired employees, who fall within the bargaining unit, will be informed that they have the chance to join the Union thirty (30) days thereafter or pay to the Union a Representation Fee.

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ARTICLE 3

CHECK-OFF OF UNION FEES

Section 1(a). The Employer hereby agrees to deduct from the wages of employees by means of a check-off the dues uniformly required by the labor organization pursuant to the provisions of N.J.S.A. 52:14-15.9(e). The Employer, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees. Such deductions shall be made from the second salary paid to each employee during the month and such deduction made the first month shall be a double deduction and thereafter the regular deduction shall apply to dues owed for the following month.

Section 1(b). In making the deductions and transmittals as above specified, the Employer shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total amount deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.

Section 2. Representation Fee

A. If an employee does not become a member of the Union during any membership year (from July 1 to the following June 30) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Union for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Union as majority representative.

B. 1. Notification. Prior to the beginning of each membership year, the Union will notify the Employer in writing of the amount of the regular membership dues charged by the Union to its own members for that membership year. The representation fee, up to 85%, to be paid by non-members will be determined by the Union in accordance with the law.

2. Legal Maximum. In order to adequately offset the per capita cost of services rendered by the Union as majority representative the representation fee should be equal in amount to the regular membership dues charged by the Union to its own members and the representation fee may be set up to 85% of that amount as the maximum presently allowed by

law.

C. 1. Once during each membership year covered in whole or in part by this Agreement, the Union will submit to the Employer a list of those employees who have not become members of the Union for the then current membership year. The Employer will deduct from the salaries of such employees, in accordance with paragraph 2 below, the full amount of the representation fee and will promptly transmit the amount so deducted to the Union.

2. The Employer will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

(a) Ten (10) days after receipt of the aforesaid list by the Employer;

or

(b) Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Employer in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

3. If an employee who is required to pay a representation fee terminates his or her employment with the Employer before the Union has received the full amount of the representation fee to which it is entitled under this Article, the Employer will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

4. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Union will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Union.

5. The Union will notify the Employer in writing of any changes in the list

provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Employer received said notice.

6. On or about the last day of each month, beginning with the month this Agreement becomes effective, the Employer will submit to the Union a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees. The Employer further agrees to notify the Union in the event dues for an employee cannot be deducted from the designated salary and the reason thereof.

7. The Union shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership shall be available to all employees in the unit on an equal basis at all times. In the event the Union fails to maintain such a system or if membership is not so available, the Employer shall immediately cease making said deductions.

8. The provisions for collection and transmittal of this fee shall be governed by Chapter 233, PL 1969 (N.J.S.A. 52:14-15.9(e)). The Employer's compliance with this procedure shall release the Employer from any further liabilities and the Employer shall not be a party to any litigation resulting from individual challenge to this Agreement.

ARTICLE 4

EMPLOYEE RIGHTS

The Employer recognizes the rights of the employees as defined by Chapter 303, Public Laws of 1968, and Chapter 123 Public Laws of 1974, known as "New Jersey Employer-Employee Relations Act".

ARTICLE 5

HOURS OF WORK AND OVERTIME

Section 1. The length of the work day shall be eight (8) hours.

Section 2. Any work performed beyond forty (40) hours in any work week or eight (8) hours in any work day, shall be considered overtime and compensated for at one and one-half (1-1/2) times the regular hourly rate of pay of the employee affected.

Section 3. The work week shall be defined as being from Monday through Friday.

Section 4. The sixth consecutive day worked in the work week shall be paid at one and one-half (1-1/2) times his hourly rate. The seventh consecutive day worked in the work week by the employee shall be paid at two (2) times his hourly rate. These rates apply providing the employee has worked at least forty (40) hours during the work week.

Section 5. The work year shall consist of twelve (12) months.

Section 6. Overtime for custodial personnel shall be distributed equally as practicable among the employees and shall be kept in a ten (10) to fifteen (15) hour differential. A review of overtime shall be conducted weekly by the Shop Steward and his immediate supervisor. Equalization will be made when necessary.

Section 6(a). Overtime for maintenance personnel shall be distributed on an equal basis for all employees qualified and capable of performing the work. Such determination of qualifications and capabilities shall be made by the Board of Education or its designee. The overtime list shall be sent monthly to the Maintenance Shop Steward for review.

Section 7. Emergency Work. If called to work for an emergency between 12:00 midnight to 5:00 a.m., a minimum of four (4) hours shall be paid at the rate of one and one-half (1-1/2) times the base rate; between 5:00 a.m. to 11:59 p.m., a minimum of three (3) hours shall be paid at the rate of one and one-half (1-1/2) times the base rate. "Emergency" shall mean those instances in which the employee is called in after he has returned home and the work

is not contiguous to his regular shift.

Section 8. Overtime work offered but refused by an employee shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime.

Section 9. Overtime work, if available, shall be offered to regular employees before substitutes are called in. If an employee is out for five (5) days or more, the Employer may call in a substitute.

Section 10. Premium shift payments shall only be paid to those employees assigned by the Employer to shifts which require premium payments.

Section 11. Premium shift payments shall be paid to those employees assigned to the night shift and the midnight shift. Employees assigned to the day shift will not be entitled to a premium shift payment.

Section 12(a). Employees shall be assigned to work on the following shifts:

<u>Day Shift</u>	<u>Afternoon Shift</u>	<u>Evening Shift</u>
6:30 a.m.-2:30 p.m. 8:00 a.m.-4:00 p.m.	2:30 p.m.-10:30 p.m.	10:30 p.m.-6:30 a.m.

The Employer may only change the shift times set forth herein on 30 days prior written notice to the Union.

Section 12(b). When school is closed due to inclement weather, the afternoon shift shall begin at 11:00 a.m. and the evening shift shall begin at 2:30 p.m.

Section 13. The Employer shall attempt to establish a consistent method of replacing custodians in the event a custodian is absent. However, the Union recognizes that depending on the size of the staff at a particular school, there will be times an absent custodian will not be replaced. When an absent custodian is replaced and assigned to a school with a small staff or there are consecutive absences in a larger staffed school, an absent eight (8) hour custodian will

normally be replaced with another custodian for four (4) hours and an absent four (4) hour custodian will normally be replaced with another custodian for two (2) hours. Notwithstanding the foregoing the Employer retains the right to assign replacement custodian hours as the situation dictates and will not be bound by the intentions noted above.

ARTICLE 6

SENIORITY

Section 1. The Employer shall establish and maintain a seniority list of employees with the Roxbury Township Board of Education. The seniority of each employee shall date from the first hiring with the Employer as a contracted employee. A seniority list will be sent to the Union once a year.

Section 2(a). Seniority shall be defined as the continuous length of employment of the employee with the Employer from his date of most recent hire. At the expiration of the probationary period, the employee's seniority shall date from the date of his most recent hire.

(b) Seniority shall prevail in the matter of selection of vacations and holidays; and also in promotions, demotions, transfers and layoffs provided that qualifications and ability, as determined by the Employer, are equal.

(c) An employee shall lose his seniority rights for any one of the following reasons:

1. if an employee quits;
2. is discharged for proper cause;
3. does not return to work in seventy-two (72) hours when recalled unless excused for illness or other valid reasons. Recall shall be by registered mail to the last known address in the Employer's files. Failure to respond within five (5) days shall be deemed a resignation;

4. is absent for five (5) or more consecutive days or shifts without notifying his foreman or other superior, unless the employee can establish that it was impossible to so notify his foreman or other superior;
5. is laid off for at least twelve (12) months;
6. is absent due to a disabling accident or illness extending beyond eighteen (18) consecutive months;
7. leaves the bargaining unit for a period of at least three (3) months to accept jobs excluded from the bargaining unit. This paragraph (7) is not applicable to the person occupying the said position of Supervisor at the execution of this Agreement.

(d) All employees are hired for a probationary period of ninety (90) days. In the event an employee is retained on a permanent basis, then his/her seniority shall be retroactive to the first day of the employee's probationary period.

(e) Probationary employees shall be evaluated after approximately 30, 60 and 90 days. The first and third evaluations must be at least forty-five (45) days apart.

ARTICLE 7

FORCE REDUCTION

Section 1. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Employer within the job occupation involved. The employee with the least seniority shall be laid off first and, in rehiring, the same principle shall apply, namely, the last employee laid off shall be the first to be rehired.

Section 2. The employees involved in any layoffs shall receive thirty (30) days notice.

Section 3. Nothing in this Article shall be held to limit the right of the Employer to

reduce the number of employees employed in the district whenever in the judgment of the Employer it is advisable to abolish any such positions for reasons of economy, or because of reduction in the number of pupils, or of changes in the Administration or supervisory organization of the district, or for any other just cause upon compliance with the provisions of this Article.

Section 4. The Chief Shop Steward of the Custodians and Maintenance groups shall have top seniority while serving in that capacity during the period covered by this Agreement.

ARTICLE 8

JOB VACANCIES, TRANSFERS, NEW JOBS CREATED OR PROMOTIONS

Section 1. If new jobs are created, if vacancies occur in a higher rated position, or promotions are to be made and if two or more equally qualified employees apply for such position or promotion, seniority may prevail before any new employees are hired.

Section 2. The Employer agrees to post in each building, a notice of such new job, vacancy, or promotion on the bulletin board for five (5) working days. Such notice shall contain a description of the job, the rate, and when the job will be available. Anyone interested, in order to be eligible, must file an application with the Director of Buildings and Grounds and sign the notice.

Section 3. The successful bidder and the Union shall be notified in writing of the employee's acceptance by the Employer within ten (10) work days of such acceptance. If there are no successful bids, the Employer may appoint or hire to fill such jobs.

Section 4. Any employee so selected to fill such job shall be granted a trial period of up to sixty (60) days. If it shall be determined by the Employer during the said trial period that the promoted employee is not qualified to discharge the duties of the position to which he was promoted, the employee shall resume his former position or a position equivalent thereto and said Employer must repost the job.

Section 5. Employees may meet to discuss their transfer with their immediate supervisor on an informal basis. The employees recognize the fact that the right to transfer an employee is a management right.

ARTICLE 9

NON-DISCRIMINATION

It is agreed that the parties hereto will continue their present practice of non-discrimination against any employee because of race, color, creed, religion, nationality, or sex. Pursuant to Chapter 123, Public Laws of 1974, the Employer agrees that every employee shall have the right freely to join, organize and support the Union and its affiliates for the purpose of engaging in collective negotiations. As a duly elected body exercising governmental power under the Laws of the State of New Jersey, the Employer agrees that it shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, and that it shall not discriminate against any employee by reason of his membership in the Union and its affiliates.

It is also mutually agreed that the Union will not deprive or coerce any employee, directly or indirectly, from enjoyment of any rights conferred by this Agreement and/or Chapter 303, Public Laws of 1968, and Chapter 123, Public Laws of 1974.

ARTICLE 10

HOLIDAYS

Section 1. The following holidays will be granted with pay providing that they do not interfere with the school calendar in addition to any Jewish holidays in the school calendar. The Employer shall notify the Union as far as possible in advance if the school calendar changes. In the event that the listed days interfere with the school calendar, adjustments will be made by the Administration whereby the number of days will remain at fourteen (14).

New Year's Day
President's Day -
3rd Monday in February
Martin Luther King's Birthday
Good Friday
Memorial Day
July Floater Day
July 4th
Labor Day

Columbus Day
Thanksgiving Day
Friday following Thanks-
giving
Day before Christmas
Christmas Day
Custodians/Maintenance Day
Jewish holidays in school
calendar

If a holiday falls on a Saturday, it will be observed on Friday.

If a holiday falls on a Sunday, it will be observed on Monday.

Section 2. An employee who works on any of the above holidays shall be paid for such work at one and one-half (1-1/2) times the employee's base rate in addition to the holiday pay provided.

Section 3. If a holiday falls within the vacation period of the employee, then the employee shall receive an additional day of vacation.

Section 4. If a personal day is requested by an employee on a day immediately preceding or immediately following a school vacation recess, or holiday, prior approval must be secured from the Superintendent.

ARTICLE 11

VACATIONS

Section 1. The Employer agrees to grant to all twelve (12) month employees in the bargaining unit paid vacations in accordance with the following schedule:

A. If employed on or after May 1, no vacation can be earned through the end of the

school year. If employed before May 1, one (1) vacation day will be granted for each ten (10) weeks of service during the school year. The school year shall be defined as beginning on July 1 and ending on June 30 of the following calendar year.

B. For the purpose of calculating vacation time, July 1 shall be considered the anniversary date of all employees. The number of years accumulated shall be determined by the employee's date of hire. For example, an employee hired between July 1 and December 31, 1991, shall have a five (5) year anniversary date of July 1, 1996. An employee hired between January 1, 1992 and June 30, 1992, shall have a five (5) year anniversary date of July 1, 1997.

C. Two (2) weeks of vacation up to five (5) years of service within the system, three (3) weeks of vacation after five (5) years of service within the system. Four (4) weeks of vacation after fifteen (15) years of service within the system. (Any employee, effective July 1, 1986, who has twenty (20) or more years of service within the system shall receive five (5) weeks of vacation.) Thereafter, any other employee who becomes eligible within twenty (20) or more years of service within the system shall receive the five (5) weeks.

Section 2. Vacations for custodians including leadman custodians, shall normally be taken during the summer session. However, employees may take vacation time during another time period with the approval of the Director of Building and Grounds. When a leadman custodian is on vacation, he/she shall not be replaced on an overtime basis.

Section 2(a). Vacations for maintenance employees shall be taken during the twelve (12) month period after the year in which it was earned.

Section 3. The Employer agrees that in the event an employee voluntarily leaves the employment of the Employer before vacation period, the employee shall be compensated for any accrued vacation time that may be due him in accordance with the above schedule.

Section 4. In the event of conflict in the selection of vacation time, the Employer shall have the right to grant vacation on a seniority basis.

ARTICLE 12

GENERAL REGULATIONS CONCERNING LEAVES OF ABSENCE

Section 1. Should leave of absence for a full school year be granted an employee, it shall be necessary for such employee to notify the Board Secretary on or before April 1st prior to the expiration of such leave whether said employee intends to return to his former position. In all other instances involving leave of absence, it shall be necessary for the employee on leave to notify the Board Secretary no later than one (1) month prior to the expiration of such leave whether said employee intends to return to his former position. In the event the Board Secretary is not so notified, the Employer shall have no obligation to return said employee to his employment. The Employer shall have the right to fill a vacancy on a temporary basis which is created by granting an employee a leave of absence.

ARTICLE 13

SICK LEAVE

Section 1(a). Full time employees shall be allowed, without deductions from salary, twelve (12) days sick leave per year. The Employer agrees to grant an additional sick day with pay to make a total of thirteen (13) to all employees within the bargaining unit who have ten (10) years or more of service, effective 1981-82. The number of years accumulated is determined by the employee's date of hire. For example, an employee hired between July 1 and December 1, 1991 shall have a five (5) year anniversary date of July 1, 1996. An employee hired between January 1, 1992 and June 30, 1992, shall have a five (5) year anniversary date of July 1, 1997.

Section 1(b). Unused sick time shall be accumulated and all unused days shall be paid at time of retirement or layoff to the employee with ten (10) years service at the rate of \$22.00 per day. If the employee dies while employed, his beneficiary shall receive the accumulated sick leave payment.

Section 2. An employee is entitled to one (1) day of sick leave with pay for each full month of employment in the first year of his employ.

Section 3. Unused sick leave is accumulative.

Section 4. Prolonged Absence Beyond Sick Leave Period. When absence, under the circumstances described in Section 6 of this Article, exceeds the annual sick leave and the accumulated sick leave, the Employer may pay any such person each day's salary less the pay of a substitute, if a substitute is employed, or the estimated cost of the employment of a substitute for such length of time as may be determined by the Employer in each individual case.

Section 5. No employee shall lose accumulated allowance of unused days of sick leave by reason of having been on leave of absence, nor shall the employee accumulate any additional days of allowance during the leave of absence.

Section 6. Definition of Sick Leave. Sick leave is hereby defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

Section 7. In addition, sick leave shall also be defined for any absence or illness requiring a visit to a doctor or dentist. After five (5) consecutive days of absences, the Employer may request a doctor's slip from the employee.

Section 8. If a custodian is absent, the work in that building will be reallocated and scaled down to cover the areas considered most important, such as bathrooms, cafeterias, wastepaper baskets, blackboards, etc. If a leadman is absent, then the Employer shall call in a replacement who shall be paid at one and one-half (1-1/2) times the regular hourly rate of pay of that replacement.

ARTICLE 14

ABSENCE FOR PERSONAL REASONS

Section 1. The employee shall be entitled to five (5) days leave per year with pay for

absence due to personal emergencies with the prior approval of the Department Head. Application to the Employer or designee for personal leave shall be made at least two (2) days before taking such leave except in the case of unforeseen emergencies. The employee shall be required to state the reason for taking the leave.

Section 2. The following shall be considered as leave under this Article: personal legal matters, severe illness in the family or immediate household, marriage of the employee or in the immediate family, religious holidays, and any unforeseen emergencies.

Section 3. Personal leave as defined by this Article is not accumulative. Employees may transfer a maximum of three (3) unused personal emergency days to their sick leave bank yearly. Unused Death in the Family days are not eligible for transfer to the sick leave bank.

Section 4. Three (3) days leave shall be available to attend funeral services for each death in the immediate family or immediate household. Immediate family is defined as including exclusively the following relatives of the employee: mother, father, grandparents, brothers, sisters, mother-in-law, father-in-law, spouse, children, sister-in-law, brother-in-law, and persons living in the immediate household.

ARTICLE 15

ABSENCE FOR COURT APPEARANCE OR JURY DUTY

Section 1. Absences from work by reason of a subpoena or summons issued by any Court shall be allowed, with full pay, provided the subpoena or summons is recorded with the Board Secretary's office and the Court action arises out of or in the course of the employee's employment. This provision shall not apply to absences resulting from any employee's processing of his personal Workers' Compensation claim. Such absences shall be without pay.

Section 2. Should an employee be required to serve on jury duty, the Board Secretary shall be notified and said employee shall suffer no loss of pay or time while so serving. All full-time employees shall be entitled to receive from his Employer his usual compensation for each day he is required to serve for jury duty less the amount of per diem fee paid by the court.

Section 3. Employees receiving summons, subpoenas, or jury duty notices, must provide a copy of same to the Department Head within a reasonable time, but no less than 7 calendar days prior to the reporting date. Employees must report to work on any day on which they are not required to serve as a juror or witness.

Section 4. Proof of service as a witness or juror must be provided in order to receive payment for these days.

ARTICLE 16

RIGHTS AND PRIVILEGES OF UNION

Section 1. The Employer agrees to furnish to the Union or its representative, in response to reasonable requests from time to time, available public information.

Section 2. Whenever any representative of the Union, or any Custodian or Maintenance employee participates during working hours in grievance proceedings, conferences or meetings, with the approval of the Board Secretary, he shall suffer no loss in pay. In case of emergency, oral approval shall be sufficient, providing that written confirmation follows within three (3) days. Negotiations are excluded.

Section 3. The Union and its representatives shall be granted use of school buildings at reasonable hours for meetings, providing prior written approval is obtained from the Board Secretary or his designee.

Section 4. The Union shall have the right to use the school interoffice mail facilities providing it obtains authorization from the Board Secretary and such use does not conflict with the normal school mail operations. A copy of any such mail shall be filed with the Board Secretary prior to being placed in the school mail facilities.

Section 5. The officials or any authorized representative of the officials of the Union shall be permitted admission to the Employer's facilities at reasonable hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties hereto, or for

assisting in the adjustment of grievances. The officials or representatives of the Union shall notify the Employer upon their arrival.

ARTICLE 17

VETERANS RIGHTS AND BENEFITS

Section 1. The seniority rights of all employees who enlist or who are drafted during time of war or national emergency pursuant to an appropriate law now in force, or to be enacted shall be maintained during such initial period of military service. Each such employee shall have the right to reinstatement to the former position held or to a position of equal status, at the salary rate previously received by the employee at the time of said employee's induction into military service, together with all salary increases granted by the Employer to said employee's previous position during the period of such military service.

Section 2. Such reinstatement of veterans shall be upon application therefore made within ninety (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act, as amended.

Section 3. The Employer agrees to allow the necessary time for any employee in the Reserves to perform the duties required when called without impairment of said employee's seniority rights and shall pay the difference between such service pay and eight (8) hours straight time pay for scheduled working time lost.

Section 4. The Employer agrees to pay an employee for all reasonable time involved in reporting for a physical examination for induction into Military Service.

ARTICLE 18

GRIEVANCE PROCEDURE AND ARBITRATION

Section 1. Any difference or dispute between the Employer and the Union relating to the terms and provisions of this Agreement or its interpretation or application or the enforcement thereof, shall be subject to the following procedures which shall be resorted to as the sole means of obtaining adjustment of the dispute, which shall thereafter be referred to as a "grievance". A grievance to be considered under this procedure must be initiated by the employee through an informal meeting with the designated supervisor, within ten (10) days from the time when the employee learns of its occurrence.

STEP 1. Any custodian/maintenance worker who has a grievance shall discuss it first with the Shop Steward and Buildings and Grounds Supervisor ("Supervisor"). If, as a result of the Supervisor's decision, the matter is not resolved to the satisfaction of the custodian/maintenance worker within five (5) school days, the custodian/maintenance worker may then meet with the Director of Buildings and Grounds in an attempt to resolve the matter informally at these levels.

STEP 2. If, as a result of the discussion with the Director of Buildings and Grounds, the matter is not resolved to the satisfaction of the custodian/maintenance worker, then such grievance shall be reduced to writing and the Shop Steward shall serve same upon the Superintendent or his/her designee no later than three (3) working days following the meeting with the Director of Buildings and Grounds.

STEP 3. No later than ten (10) working days thereafter, the grievance shall be discussed between the designated representative of the Employer and a representative of the Union. A written decision shall be given to the Union no later than five (5) calendar days thereafter.

STEP 4. If the grievance is not resolved to the employee's satisfaction, he, no later than five (5) days after receipt of the Board representative's decision, may request a review by the Board of Education or a Committee of the Board. The Board, or a Committee thereof, shall review the grievance and shall hold a hearing with the aggrieved present, and shall render a decision, in writing, within thirty (30) calendar days of receipt of the grievance by the Board.

STEP 5. In the event the grievance is not satisfactorily settled by the written decision in STEP 4, thereafter both parties agree that within ten (10) days either party may request the State of New Jersey, Public Employment Relations Commission to appoint an arbitrator who shall have full power to hear and determine the dispute and the arbitrator's decision shall be final and binding.

Section 2. The cost of arbitration, if any, shall be shared equally by the Employer and the Union.

Section 3. No dispute arising out of any question pertaining to the renewal of this Agreement shall be subject to the arbitration provisions of this Agreement.

Section 4. The arbitrator shall issue his decision no later than thirty (30) days from the date of the closing of the hearings or, if oral hearings have been waived, then from the date of the transmitting of the final statements and proofs to the arbitrator. The decision shall be in writing and shall set forth the arbitrator's opinion and conclusions on the issues submitted. The arbitrator shall limit his decisions strictly to the application and interpretation of the provisions of this Agreement and shall be without power or authority to make any decision:

1. Contrary to, or inconsistent with, or modifying or varying in any way, the terms of this Agreement, or of applicable law or rules or regulations having the force and effect of law.

2. Limiting or interfering in any way with the powers, duties, and responsibilities of the Employer under applicable law, and rules and regulations having the force and effect of law.

3. The filing or pendency of any grievance under the provisions of this Article shall in no way operate to impede, delay or interfere with the right of the Employer to take the action complained of, subject, however, to the decision of the arbitrator.

Section 5. Failure at any step in the procedure to communicate the decision on a grievance within the specified time limits set forth herein shall constitute a denial of the grievance and shall permit the aggrieved employee to proceed to the next step of the grievance

procedure. Failure at any step in this procedure to appeal a grievance to the next step within the specified time limits set forth herein shall constitute an acceptance of the decision rendered at that step.

Section 6. It is understood that employees and the Employer shall, notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Employer until such grievance and any effect thereof shall have been fully determined.

Section 7. Decisions by the Employer to terminate an employee at the end of his probationary period may be appealed only through Step 4.

ARTICLE 19

NEGOTIATIONS OF SUCCESSOR AGREEMENT

Section 1. Deadline Date. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment for all custodial/maintenance employees. Such negotiations shall begin no later than December 1 or a mutually agreed upon date of the calendar year preceding the calendar year in which this Agreement expires. When consensus is reached covering all the areas under negotiation, the proposed total agreement shall be reduced in writing by representatives of the negotiating parties and a copy submitted to each. After the recommendations have been approved by a majority of the Board and the Union and have been presented to both parties for ratification on a mutually agreed upon date, the Employer and the Union shall take such actions as are necessary to make them official.

ARTICLE 20

MISCELLANEOUS PROVISIONS

Section 1. No employee shall make or be requested to make any agreement, or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

Section 2. Employees shall be granted one fifteen (15) minute coffee break per eight (8) hour shift. The time of the coffee break shall be designated by the Employer or its designee.

Section 3. The Employer shall provide bulletin board space for the posting of Union notices to its members. Every notice so posted shall bear the name of the person or organization responsible for it; and a removal date.

Section 4. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.

Section 5. Any custodial employee who is assigned to more than one building in a day shall be paid mileage at the prevailing government rate.

ARTICLE 21

INSURANCE

Section 1. Employee Health Insurance. The Board will pay 100% single or family coverage for those employees participating in the following group plans:

Blue Cross
Blue Shield
Rider J
Major Medical
New Jersey Dental Service Plan -
Plan II-B Super Composite with Ortho I

Participating members will be required to pay 50% of the increased payment charged for Dental coverage (effective 1983-84 school year).

Stipulation: In order to be eligible for the above insurance, an employee must work twenty (20) or more hours per week on a regular basis.

ARTICLE 22

STRIKES AND LOCKOUTS

Section 1. It is agreed that the Union and its members shall not call or engage in a strike (or threats thereof) and that the Employer shall not institute a lockout, for any cause whatsoever during the term of this Agreement, nor shall the Union or any of its members cause or participate in a cessation of work, slowdown, work stoppage or interference of any kind with normal operations.

Section 2. In the event of a wildcat strike, cessation of work, slowdown, or interference of any kind with normal operations, the Union agrees to promptly use its good offices to remedy the conditions.

ARTICLE 23

SALARIES

Section 1. The new 1995-96, 1996-97 and 1997-98 base salary guides for custodians

shall be in accordance with the attached APPENDIX A list, retroactive to July 1, 1995.

Section 2. The new 1995-96, 1996-97 and 1997-98 base salary made for maintenance and preventive maintenance employees shall be in accordance with the attached APPENDIX A list, retroactive to July 1, 1995.

Section 3. The Union agrees that the Employer has the right to hire any employee wherever the Employer chooses on the salary guide.

ARTICLE 24

SPECIAL CONTRACTS

Section 1. The Employer agrees to pay \$325.00 per year to each employee who holds a Black Seal License. The Employer shall also pay for the employee's renewal of the license.

Section 2. Longevity increments will be paid according to the following schedule:

\$150.00 increment after the completion of 10 years service.

\$200.00 increment after the completion of 15 years service.

\$225.00 increment after the completion of 20 years service.

Any employee hired on or after July 1, 1982 shall not be eligible for longevity benefits.

Section 3. Maintenance employees' car expense reimbursement shall be \$140.00 per month for the 1995-96 school year and \$150 for the 1996-97 and 1997-98 school years.

Section 4. Employees in this unit shall be classified as follows:

Lead Day Custodian

Custodian

Groundskeeper - Custodian

Maintenance Worker

Matron/Custodian
Truck Driver/Custodian
Preventative Maintenance Worker

Section 5. Lead Day Custodian. The Lead Day Custodian in the High School, Eisenhower Middle School, Roosevelt School, Lincoln School, Jefferson School, Kennedy School, Nixon School, Franklin School, will receive \$475.00 additional per year. Only one person per building shall be designated to receive this stipend.

Section 6. Extracurricular Work. The Employer shall continue to pay \$24.00 per hour for all extracurricular work required by the Employer. This section applies to those activities by out of school agencies using the school facilities during times when custodians are not regularly scheduled.

Section 7. Any employee who works twelve (12) consecutive hours for emergency work shall be allowed meal money not to exceed \$10.00 upon presentation of a paid receipt. The employee shall be allowed one-half hour for said meal without loss of pay.

Section 8. Uniforms. The Employer shall purchase each year five (5) uniforms for custodians, maintenance and grounds workers. Uniforms must be worn at all times while at work. During the summer, shorts may be appropriate, however, a uniform shirt must be worn.

Section 9. Energy Conservation. Effective July 1 of each year of the Agreement, maintenance workers shall be paid a stipend of \$325.00 provided they demonstrate proficiency in energy conservation service for the preceding twelve (12) month period. The Director of Buildings and Grounds shall make the determination.

Section 10. Effective July 1, 1995, any current employee holding the following license shall be paid a stipend of \$325.00 provided that the Board requires the employee to use the license.

Electrical
Commercial Driver's License
HVAC

Refrigeration and Recovery

ARTICLE 25

SAVINGS CLAUSE

Should any provision hereof, or the application of any such provision to any person or circumstance, be rendered or declared invalid by reason of existing or subsequently enacted legislation or by any decree of a court of competent jurisdiction, or by any order of an administrative agency, the remainder of this Agreement or the application of any such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

ARTICLE 26

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.

ARTICLE 27

MANAGEMENT RIGHTS

Subject to the provisions of this Agreement, the Employer reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations to direct employees of the school district: to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees; to relieve employees from duty because of lack of work or for other legitimate reasons; to maintain efficiency of the school operations entrusted

to them; to determine the methods, means and personnel by which such operations are to be conducted; to establish reasonable work rules; and to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

ARTICLE 28

FULLY BARGAINED CLAUSE

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

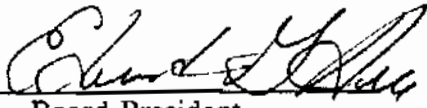
ARTICLE 29

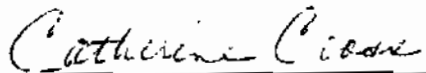
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1995, and shall continue in effect until June 30, 1998.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers as of the ____ day of _____, 1995.

ROXBURY TOWNSHIP
BOARD OF EDUCATION

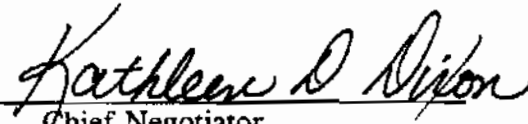
By: 
Board President


Board Secretary


Chairman - Negotiations

MORRIS COUNCIL NO. 6, NEW
JERSEY CIVIL SERVICE
ASSOCIATION

By: 
President


Chief Negotiator

APPENDIX A

**GUIDE FOR THE ROXBURY CUSTODIAN & MAINTENANCE UNIT
1995-96**

<u>STEP</u>	<u>1ST SHIFT</u>	<u>2ND SHIFT</u>	<u>3RD SHIFT</u>	<u>MAINT. DAY</u>	<u>MAINT. EVE</u>
1	24784	25117	25117		
2	26344	26677	26677		
3	27904	28237	28237		
4	29464	29797	29797		
5	31024	31357	31357		
6	32584	32917	32917		
7	33944	34477	34477		
8	37992	38325	38325	42614	42942

1996-97

<u>STEP</u>	<u>1ST SHIFT</u>	<u>2ND SHIFT</u>	<u>3RD SHIFT</u>	<u>MAINT. DAY</u>	<u>MAINT. EVE</u>
1	26410	26743	26743		
2	27970	28303	28303		
3	29530	29863	29863		
4	31090	31423	31423		
5	32650	32983	32983		
6	34210	34543	34543		
7	35570	36103	36103		
8	39618	39951	39951	44240	44568

1997-98

<u>STEP</u>	<u>1ST SHIFT</u>	<u>2ND SHIFT</u>	<u>3RD SHIFT</u>	<u>MAINT. DAY</u>	<u>MAINT. EVE</u>
1	26400	26733	26733		
2	27960	28293	28293		
3	29520	29853	29853		
4	31080	31413	31413		
5	32640	32973	32973		
6	34200	34533	34533		
7	35760	36093	36093		
7B	38464	38797	38797		
8	41168	41501	41501	45790	46118

Employees will be frozen on step for 1995-96 and 1996-97. During those two years, employees may only move up a step if someone at a higher step leaves the Board's employ. Such movement shall be one person at a time. The senior most employee in each step shall move to the next step on a one for one basis. The third year (1997-98), a step has been added between present steps 7 and 8. All employees will advance one step on the guide in the third year.