

COLLECTIVE BARGAINING
AGREEMENT

Between the

BOARD OF EDUCATION OF NORTH
CALDWELL

And the

NORTH CALDWELL EDUCATION
ASSOCIATION – SUPPORT STAFF UNIT

Effective July 1, 2004 - June 30, 2007

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WITNESSETH:

WHEREAS, pursuant to the requirements of the New Jersey Employee Relations Act, N.J.S.A. 34:13A-1 et seq. agreements reached between public employers and the majority representative of an appropriate employee unit shall be embodied in writing, signed by the authorized representative and filed with the New Jersey Employment Relations Commission; and

WHEREAS, the North Caldwell Board of Education has recognized the North Caldwell Education Association - Support Staff Unit as being the majority representative of the Union of the Board's employees consisting of regularly employed secretaries, instructional assistants, aides, custodians mid-shift custodians and maintenance personnel, but excluding confidential and supervisory employees, part-time employees working less than twenty (20) hours per work week, per diem employees, and secretarial employees working in the Board Office and Office of the Superintendent.

NOW, THEREFORE, it is mutually agreed between the Board and the Association as follows:

ARTICLE I - NEGOTIATION PROCEDURE

- A. The Parties agree, if requested by either Party, to enter into collective negotiations over a Successor Agreement in accordance with N.J.S.A. 34:13A-1 et seq. in a good faith effort to reach an agreement on matters concerned with the terms and conditions of employment and grievance procedures for employees covered by this Agreement. Written proposals shall be exchanged at a mutually agreeable time of final school fiscal year in which this Agreement shall be in effect. Any agreement so negotiated shall apply to all unit employees, be reduced to writing, and be signed by the Board and the Association.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representative of the other party. The parties mutually pledge that their representatives shall be authorized to make proposals, consider proposals, and make counter-proposals in the course of negotiation; however, final authority to approve proposals shall rest with the Board and the Association.
- C. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. 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. The Board agrees not to negotiate concerning employees in the negotiating unit as defined in the Recognition Article of this Agreement with any organization other than the Association for the duration of this Agreement.

ARTICLE II - EMPLOYEE AND ASSOCIATION RIGHTS

- A. Pursuant to N.J.S.A. 34:13A-1 et seq., the Board hereby agrees that those employees who are covered under this Agreement shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as may have under New Jersey Laws or other applicable laws and regulations.
- C. Whenever any employee is required to appear before the Board, or any Committee of the Board concerning any matter which could adversely affect the continuation of that employee in his/her position or employment, then that employee 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 and represent him/her during such meeting or interview.
- D. Whenever any representative of the Association or any employee is required by the Board or Administration to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, the employee shall suffer no loss of pay.
- E. The Board shall provide the President of the Association a copy of any Board Policy change. The Board shall be responsible for providing such information to the Association President.
- F. The Board agrees to establish a fund of One Thousand Five Hundred Dollars (\$1,500.00) in 2004-05, Two Thousand Dollars (\$2,000.00) in 2005-06 and Two Thousand Five Hundred Dollars (\$2,500.00) in 2006-07 to reimburse employees for:
 - 1. courses to any college,
 - 2. or courses to enhance their skills,
 - 3. or to renew the employee's boiler license.Courses which are approved in advance by the Superintendent shall be reimbursed upon proof of successful completion.
- G. Secretaries shall receive \$150.00 to enhance computer skills. This stipend shall be paid on or before September 1 of each year of this agreement and shall exist only for the duration of this agreement.
- H. EMERGENCY COMMUNICATION
One wireless communication device shall be available for emergencies in each building.

ARTICLE III - WORK YEAR

- A. Secretaries:
1. **WORK YEAR:** The work year shall be from September 1 to June 30.
 2. **CALENDAR:** The secretaries' work schedule will then follow the teachers' calendar.
 3. **SUMMER HOURS:**
 - a. Secretaries shall work an additional twenty (20) days during the summer months of July and August.
 - b. The aforementioned days shall be mutually agreed upon with the building principal.
 - c. Five (5) of the twenty (20) additional days will be scheduled during the last five (5) working days in August.
 - d. Payment for the above periods shall be at the per diem rate.
- B. Custodial/ Maintenance: The work year shall be July 1 to June 30.
1. Holiday Schedule shall include:
 - a. New Year's Eve Day
 - b. New Year's Day
 - c. President's Day
 - d. Memorial Day
 - e. Good Friday
 - f. Independence Day
 - g. Labor Day
 - h. Thanksgiving Day
 - i. Day following Thanksgiving
 - j. Christmas Eve Day
 - k. Christmas Day
 2. A floating holiday will be given in lieu of any holiday falling on a weekend. This day must be given prior approval by the Superintendent.
- C. Aides shall work the teachers' calendar year.

ARTICLE IV - WORK HOURS

- A. 1. Secretaries: The work day shall be eight (8) hours - 8:00 a.m. to 4:00 p.m. - with a one (1) hour paid lunch. There shall be a morning and afternoon break of fifteen (15) minutes each.
- Secretary overtime shall be paid at the rate of one and one half (1-1/2) times the employee's regular hourly rate for all time worked in excess of forty (40) hours in any week. All overtime under this section must be approved in advance by the Superintendent.

- A. 2. Custodial:
 - a. Day shift shall be eight and one-half (8-1/2) hours, 7:30 a.m. - 4:00 p.m., with a 1/2 hour unpaid duty free lunch. Custodians will remain on premises. There shall be a morning and an afternoon break of fifteen (15) minutes.
 - b. Night shift shall be eight (8) hours, 3:00 p.m. - 11:00 p.m., with a one-half (1/2) hour paid dinner break. There shall be two fifteen (15) minute breaks. Custodians will remain on premises.
- 3. Maintenance: The work day shall be eight and one-half (8-1/2) hours with a one-half (1/2) hour unpaid lunch. There shall be two fifteen (15) minute breaks.
- 4. Mid-Shift Custodian
 - a. The position of the of mid-shift custodian shall be subject to all terms and conditions of employment found in the Collective Bargaining Agreement between the North Caldwell Board of Education and the North Caldwell Education Association – Support Staff Unit except for the following:
 - 1. The mid-shift custodian shall work eight (8) hours – 11:30 AM to 7:30 PM, with a one-half (1/2) hour paid dinner break. Mid-shift custodians will remain on the premises. There shall be two fifteen (15) minute breaks.
 - b. The mid-shift custodian shall perform the responsibilities of a maintenance employee during the first four (4) hours of the workday and perform the responsibilities of a custodian during the last four hours of the workday.

B. **CUSTODIAL AND MAINTENANCE**

Overtime - overtime shall be paid at the rate of one and one-half (1-1/2) times the employee's regular hourly rate of pay for all time worked in excess of forty (40) hours in any workweek.

All work performed on Sundays and Holidays shall be paid at double (2) times the employee's regular hourly rate. Approval shall be by the Superintendent or his designee.

Whenever an employee is called in on a Saturday, Sunday or Holiday, they will be guaranteed a minimum of two (2) hours at their overtime rate.

Employees who are called in early for snow removal shall be compensated at the overtime rate. There shall be no change in regular shift.

ARTICLE V - VACATIONS

Custodian and maintenance employees on twelve month (12) full-time contract are to be entitled to paid vacation days as follows:

- A. Ten (10) days after one (1) year of employment in the District with proration for first year employees.
- B. From one (1) to five (5) years - 10 days
From six (6) to eleven (11) years - 15 days
From twelve (12) years and beyond - 20 days

Vacation day entitlement must be taken each year following June 30 and is to be scheduled with approval of the Superintendent or his/her designee. Requests for time off on those days previously referred to in the June 15, 2000 memo regarding "blackout dates", shall be judged on a case by case basis by the Superintendent or his/her designee.

ARTICLE VI - SALARIES

- A. The salaries of all employees covered by this Agreement are set forth in Schedule "A" which is attached hereto and made a part thereof.
- B. Advancement on the guide is not automatic and is dependent upon a favorable supervisory evaluation and recommendation by the Superintendent.

In order to be eligible for an increment for the following year, an employee covered by this Agreement must be employed prior to February 1, of the preceding year.

- C. Part-time employee, working twenty (20) or more hours per week shall receive health benefits. A part-time employee who works ten (10) consecutive weeks shall thereafter be paid pro rata of the appropriate step on the salary guide.
- D. Part-time employees who transfer to full time status shall receive credit on the salary guide as follows:

2 and 3 part-time years = 1 step credit
4 and 5 part-time years = 2 step credits
6 and 7 part-time years = 3 step credits
and so on.

- E. Dues Deductions
The Board agrees to deduct from the salaries of its employees' dues for the North Caldwell Education Association, the Essex County Education Association, the New Jersey Education Association, and the National Education Association as said employees individually and voluntarily authorize the Board to deduct.

ARTICLE VII - EMPLOYEE EVALUATION

- A. Observation and evaluation reports written by the employee's supervisor are filed in the employee's permanent record folder in the Central Office, after the employee has been given a copy of the report and has affixed his/her signature to

all copies to indicate review of the material in the report. Copies of all observation and evaluation reports are forwarded to the Superintendent.

- B. Signing the report does not indicate agreement with its contents. Employees shall have the right to prepare comments in regard to observation and evaluation reports if not in agreement with the content of the evaluation report which shall be submitted within fifteen (15) days. Said comments shall be attached to all copies of the report.
- C. Evaluation reports shall include comments related to the following:
 - 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 might be taken to improve the employee's performance in each of the areas where weaknesses have been indicated.
- D. Reasonable effort shall be made by the Supervisor to help the employee if there is evidence of the need for such assistance. Evidence of unsatisfactory performance shall be brought to the employee's attention and the employee shall be given a stated time for improvement.
- E. Upon request, employees may review the contents of their permanent record file and make copies of any part of it in the presence of appropriate Administrator or designee. Employees seeking to review their file must make a prior appointment with the Superintendent's Office and may make copies of any part of it in the presence of the appropriate Administrator or designee.
- F. Evaluation reports shall follow a form as established by a committee composed of employees and Administrators as approved by the Association and the Board.

ARTICLE VIII - SICK LEAVE

- A. All full-time, ten-month (10) employees shall be entitled to ten (10) sick leave days each year. All full-time, twelve-month (12) employees shall be entitled to twelve (12) sick leave days each year. Unused sick leave days shall be accumulated in accordance with New Jersey Statutes. Part-time employees covered by this Agreement shall be entitled to sick leave days in proportion to their percentage of employment. If secretaries work twenty (20) days between July 1, and August 31, as contained in Article IV - A, they receive an additional sick day. Employees commencing work after September 1st for 10 month employees and after July 1st, for 12 month employees, shall be entitled to a proration of their entitlements as set forth above.

- B. Additional sick leave may be granted above annual entitlement with specific Board approval in accordance with N.J.S.A. 18:30-6.

In cases where individuals exceed accumulated sick leave, salary adjustments shall be determined by the Board on the individual merits of each case, such as:

1. No salary deduction
 2. Deduction of substitute's salary
 3. 1/200th of individual's salary for each 10-month employee
 4. 1/240th of individual's salary for each 12-month employee
- C. Employees may be required to provide an original, signed, doctor's certificate identifying the illness, the inability of the employee to report for work, and the period of sick leave.
 - D. Employees shall be given a written accounting of accumulated sick leave days by September 15.
 - E. Employees who have worked in North Caldwell for twelve (12) years or more and have accumulated over 80 sick days will be reimbursed at the rate of \$44.00 per day, upon leaving the school district.
 1. They will be reimbursed for a maximum of 200 days.
 2. Employees shall receive payment for unused sick time in equal installments over no more than three years.
 3. In the event that the employee dies while employed in the district, his/her estate shall be paid the unused sick leave reimbursement as though the employee had terminated his employment on the date of death.
 4. In the event that the retiree deceases prior to receiving total reimbursement for unused sick leave, his/her estate shall be paid the remainder of the reimbursement for unused sick leave.
 - F. For the protection of the employee and for proper payroll accounting and audit, every absence for a full day or more must be accounted for in writing and reported to the Board Secretary on the appropriate forms.
 - G. The Board may grant exceptions to this Article in special situations.

ARTICLE IX - TEMPORARY LEAVE OF ABSENCE

- A. This clause shall cover brief absences not chargeable to sick leave. The days for leave at full pay stated below shall be for each school year, and unused days shall not be accumulated for use in another year. Prior approval of the Board Secretary or Superintendent is necessary.

- B. **Death in the Immediate Family** - An allowance of up to five (5) days shall be granted. Immediate family shall be considered: father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, or any member of the immediate household.
- C. **Serious Illness in the Immediate Family** - An allowance of up to two (2) days shall be granted. (Immediate family same as above.)
- D. **Death of Other Relative or Close Friend** - An allowance of two (2) day leave shall be granted.
- E. **Other Emergencies of a Personal Nature** -
 - (a) Personal days may not be taken before or after vacations or long weekends, without prior approval of the Superintendent or his/her designee, at his/her sole discretion.
 - (b) An allowance of up to three (3) days leave with prior approval by the Board Secretary or Superintendent for any of the following reasons:
 1. Recognition of a religious holiday
 2. Court subpoena
 3. Marriage of employee or marriage of an immediate family member
 4. Personal business which cannot be handled outside of school hours
 5. Any other emergency or urgent reason not included in (1) to (4) above, if approved by the Board Secretary or Superintendent. Any unused personal days shall be converted to sick leave and shall accumulate as sick days.
- F. For the protection of the employee and for proper payroll accounting and audit, every absence for a full day or more must be accounted for in writing and reported to the Board Secretary on the appropriate forms.
- G. The Board may grant exceptions to this clause in special situations.

ARTICLE X - EXTENDED LEAVES OF ABSENCE

A. **CHILD CARE:**

1. **Natural Birth:**

The Board shall grant child care for an infant child leave without pay to any employee upon request subject to the following stipulations and regulations:

- a. Said child care leave shall commence and terminate on the dates requested by the employee with the approval of the Board of Education.
- b. The Board shall not require any employee to take a leave of absence unless there is a noticeable decline in her performance or a failure to

produce certification from her physician that she is medically able to continue teaching.

- c. No employee shall be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse between childbirth and the desired date of return. Certification from her physician that she is medically able to resume her duties must be presented to the Board.
- d. Notification of intention to return must be given by the employee to the Board in writing on or before the 15th of March of the school year prior to the school year in which she plans to return. Failure by an employee to properly notify the Board shall be an indication that the employee does not plan to return for the following year. Reemployment of non-tenured employees shall be at the option of the Board in all cases.
- e. The Board shall not discriminate against any person in violation of N.J.S.A. 10:5-1 et seq., The Law Against Discrimination, nor in violation of the constitution of the State of New Jersey and the United States.

2. Adoption:

Any employee adopting an infant child may receive similar leave which shall commence upon his/her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements of adoption.

3. Substitute Employment:

No employee on child care leave shall, on the basis of said leave, be denied the opportunity to substitute in the North Caldwell School District in the area of his/her job classification or competence.

B. MATERNITY DISABILITY:

The leave during a period of disability connected with pregnancy may be with pay if the employee has sufficient sick days to cover the period of time.

C. MILITARY LEAVE:

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 in accordance with the statutes.

In accordance with N.J.S.A 18A:29-11, an employee, upon return from military leave, shall be placed on the salary schedule at the level which he/she would have achieved had he/she remained actively employed in the school system during the period of absence, except that no employee shall be credited with more than four (4) employment or adjustment increments.

D. OTHER LEAVES:

Other leaves of absence without pay may be granted by the Board for good reason, for example, to care for a sick member of the employee's immediate family.

E. GENERAL:

1. An employee shall not receive increment credit for time spent on leave granted pursuant to Paragraph A - Child Care, Paragraph B - Maternity Disability or Paragraph D - Other Leaves of this Article.
2. All contractual benefits to which an employee was entitled at the time of his/her leave of absence commenced, including unused accumulated sick leave shall be restored to him/her upon his/her return.
3. All extension or renewals of leave shall be applied for in writing.
4. All employees covered by this Agreement shall be entitled to the benefits granted under the Federal Family and Medical Leave Act and the State Family Leave Act.

ARTICLE XI - PROMOTIONS

A. Promotional positions are positions paying a salary differential but excluding extracurricular activities and positions for which a stipend is paid and/or positions on the administrative-supervisory levels of responsibilities. All vacancies in promotional position shall be adequately publicized by the Superintendent or Board Secretary in accordance with the following procedures:

1. When school is in session, a notice shall be posted in each school as far in advance as practicable, but at least fifteen (15) days before the final date when applications must be submitted.
2. A copy of said notice shall be given to the Association President at the beginning of posting.
3. All applications shall be submitted in writing to the Board Secretary within the time limit specified in the notice.
4. A new application shall be submitted by an interested employee whenever a promotion becomes available.

B. Employees who desire to apply for a promotional position which may be filled during the summer period when school is not regularly in session shall submit their names to the Board Secretary, together with the position(s) for which they desire to apply, and an address where they can be reached during the summer. The Board Secretary shall notify the said applicant of any vacancy in a position in which they desire to apply. Such notice shall be posted as far in advance as practicable, but in no event less than fourteen (14) days before the final date when

applications must be submitted. In addition, the Superintendent or Board Secretary shall, within the same time period, post a list of promotional positions to be filled during the summer period at the Administration Office in each school.

- C. The Board agrees to review the employment background, attainments and other relevant factors of all applicants. Due consideration shall be given to qualified persons already employed by the Board. The Board's decision to fill a promotional vacancy is not subject to the Grievance Procedure.

ARTICLE XII - TRANSFERS AND REASSIGNMENTS

- A. No later than May 1 of each school year, the Superintendent or Board Secretary shall post in all school buildings a list of the known vacancies which shall occur during the following school year.
- B. Employees who desire a change in assignment or who desire to transfer to another building may file a written statement of such desire with the Board Secretary not later than May 15.
- C. If practicable, the Superintendent or Director of Buildings and Grounds shall notify all employees who have been reassigned or transferred and the nature of such reassignment or transfer within sixty (60) days of their written request.
- D. Notice of involuntary transfer or reassignment shall be given to the employee as soon as practicable.
- E. Any transfer or reassignment shall be affected by a meeting between the employee involved and the Superintendent or Board Secretary. In the event that an employee objects to the transfer or reassignment at this meeting, upon the request of the employee, the Board Secretary or Superintendent shall meet with him/her. The employee, may at his/her option, have an Association representative present at such meeting. The Board's decision in matters of assignment is not subject to the Grievance Procedure.

ARTICLE XIII - HEALTH CARE INSURANCE

The Board shall provide the health care insurance protection designated below:

- A. **HEALTH CARE INSURANCE:**
 - 1. The health benefits carrier, STATE HEALTH BENEFITS PLAN or its equivalent, is available to all full time employees covered by this Agreement, their spouse and their dependents.
 - a. The Board shall pay 100% of the cost of individual coverage for all employees who choose to participate in the group plan.

- b. The Board will further pay 100% of the additional premium of the appropriate family type coverage for those individuals who choose to enroll their dependent spouse and/or dependent children in the group plan.
 - c. The deductible for those employees currently enrolled in a traditional plan shall change from \$100/\$200 to \$200/\$400.
2. The individual employee shall be responsible for completing and filing application forms to insure confidentiality of the claim.
 3. The Board shall provide each new employee with a description of the health care insurance coverage at the beginning of each school year. Whenever an agreement has been made to change the terms of coverage, all employees should receive at the beginning of the school year a description of the new coverage.
 4. Retired employees, who have not deferred their retirement, under P.L. 1987 Chapter 386 may have the option of remaining in the STATE HEALTH BENEFITS PLAN or its equivalent on the terms detailed in the policies and agreed upon by the Board and the employee, but the expenses of the premiums are to be paid by the retired individuals.
 5. Employees on extended leave may have the option of remaining in the STATE HEALTH BENEFITS PLAN or its equivalent but the expenses of the premiums are to be paid by the individual on leave.

B. PRESCRIPTION DRUG INSURANCE:

The Board will pay 100% of the cost of individual coverage for all employees who choose to participate in the Medco Guardian Health Prescription Drug Plan or its equivalent. Additionally, the Board will pay 100% of the cost of family coverage for all employees who choose to participate in the Medco Guardian Health Prescription Drug Plan or its equivalent.

Prescription Co. Pay –
 Over the Counter: \$20.00 for brand, \$10.00 for generic
 Mail-in: \$20.00 for brand, \$10.00 for generic

C. DENTAL PLAN:

Board pays 100% of costs - employees only.

- D. Employees who separate from the District for any purpose shall be entitled to maintain benefits at his/her own expense in accordance with the terms of the Consolidated Omnibus Budget Reconciliation Act.

E. HEALTH BENEFITS "OPT OUT"

An employee who has health benefit coverage through a spouse or from another source and who can demonstrate same to the Business Administrator, may elect to

forego all or a portion of his/her health benefit coverage for a full school year and receive a cash payment of twenty-five percent (25%) of the premium savings to the Board of Education on June 30th of the school year. Said payment will not be considered salary, nor will it be considered pensionable. The Board shall establish an IRS Section 125 plan. The individual unit member shall be responsible for any tax liability. The employee shall complete the forms by which an employee shall waive coverage and apply for payment. (See attached Waiver of Health Benefits form)

An employee who has waived all or a portion of his/her health benefit coverage will be allowed to restore such coverage on an immediate basis, without the necessity of a health questionnaire for the employee or his/her family members, in the event of a hardship or change of life event.

Reentry into all health benefit coverage for reason of hardship or change of life applies only in the following situations, which result in the loss of health benefits coverage through the employee's spouse or other source:

Termination of employment (proof of termination of benefits required)

Legal Separation (a copy of decree is required)

Group contact/policy terminated (proof of termination of benefits required)

Disability of spouse which eliminates benefits (proof of termination of benefits required)

Divorce (a copy of the decree is required)

Death of Spouse (a copy of death certificate is required)

Military Discharge (a copy of DD214 is required)

In addition, any employee who has waived all his/her health benefit coverage may automatically restore his/her coverage by applying during the open enrollment period during any school year. The reinstatement date under such conditions will be April 1. It will not be necessary for any employee or his/her family members to complete a Statement of Health (proof of insurability) to restore coverage during the open enrollment period.

ARTICLE XIV -GRIEVANCE PROCEDURE

A. DEFINITION

1. A "grievance" shall mean a claim by an employee of the unit or the Association concerning an interpretation, application or violation of this Agreement, policies or Administrative decisions affecting the employee's terms and conditions of employment.

2. A grievance to be considered under this procedure must be initiated within thirty (30) calendar days from the date the alleged improper action first occurred.
3. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the Administration, and having the grievance adjusted without the intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

B. PROCEDURE

LEVEL ONE:

Any employee with a grievance shall submit it in writing to his/her immediate supervisor either directly or through the Association's designated representative in an attempt to resolve the matter at this level. Ten (10) employee work days shall be allowed for adjustment of the grievance at this level and the case shall be considered closed at the end of that time unless the employee takes an appeal as provided in Level Two below.

LEVEL TWO:

If the grievance is not satisfactorily adjusted under the provisions of Level One above, the employee may appeal the grievance by submitting it in writing, within ten (10) employee work days after discussions have been concluded under Level One above, to the Superintendent of Schools. Ten (10) employee work days shall be allowed for adjustment of this level after the appeal has been received by the Superintendent of Schools. The case shall be considered closed at the end of that time unless employee makes an appeal as provided in Level Three below.

LEVEL THREE:

If the grievance is not satisfactorily adjusted under the provisions of Level One and Two above, the employee may appeal the grievance, within ten (10) employee work days after discussions have been concluded under Level Two above, by requesting a review by the Board of Education. Such request shall be made in writing through the Superintendent of Schools, who shall attach all related documents and forward the request to the Board. Forty five (45) calendar days shall be allowed for adjustment at this level after the request for a review has been received by the Superintendent of Schools. The case shall be considered closed at the end of that time unless the employee makes an appeal as provided in Level Four below.

LEVEL FOUR:

If the grievance is not resolved satisfactorily under the provisions outlined in Levels One through Three above, the grievance may be submitted to the New Jersey Public Relations Commission for advisory arbitration.

C. MISCELLANEOUS

1. Since it is important grievances be processed as rapidly as possible, the number of days indicated at each level are to be considered as maximum and every effort should be made to expedite the process. Failure to process a grievance to the next level of the procedure within the specified time limit shall be deemed as a waiver of further appeal.
2. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file of any of the participants.
3. All meetings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated selected representatives.
4. All discipline shall be reasonable and not arbitrary or capricious.

ARTICLE XV - MISCELLANEOUS PROVISIONS

- A. 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 provision or application shall continue in full force and effect.
- B. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with 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.
- C. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application of administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, marital status, or family relations.
- D. Copies of this Agreement shall be printed within thirty (30) days after the Agreement is signed and presented to all employees now employed, hereafter employed, or considered for employment by the Board.
- E. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States.
- F. In the event of conflict between the terms of this Agreement and the Policies of the Board, the terms of this Agreement shall apply.

- G. Employees authorized to use their personal vehicles as part of their assigned duties shall be reimbursed at the prevailing IRS mileage rate upon submission of vouchers. No employee of the District shall use any form of travel at the expense of the Board without expressed prior written approval of the Superintendent.
- H. Clothing Allowance:
1. 2004-05: Each custodian, mid-shift custodian, and maintenance employee shall receive two (2) shirts, two (2) pairs of pants and a sixty-five (\$65.00) dollar reimbursement for work shoes. All newly hired custodians, mid-shift custodians, and maintenance employees shall receive two (2) shirts and two (2) pairs of pants sixty days (60) after hiring and are not eligible for the \$150.00 clothing allowance during the first year of employment.
 2. 2005-06: Each custodian, mid-shift custodian, and maintenance employee shall receive a One Hundred and Fifty (\$150.00) Dollar clothing allowance on or before September 1. All newly hired custodians, mid-shift custodians, and maintenance employees shall receive two (2) shirts and two (2) pairs of pants sixty days (60) after hiring and are not eligible for the \$150.00 clothing allowance during the first year of employment.
 3. 2006-07: Each custodian, mid-shift custodian, and maintenance employee shall receive a One Hundred and Fifty (\$150.00) Dollar clothing allowance on or before September 1. All newly hired custodians, mid-shift custodians, and maintenance employees shall receive two (2) shirts and two (2) pairs of pants sixty days (60) after hiring and are not eligible for the \$150.00 clothing allowance during the first year of employment.

ARTICLE XVII - DURATION OF AGREEMENT

THIS AGREEMENT shall become effective July 1, 2004 and shall continue in full force and effect until June 30, 2007 except in the case of any mutually agreed upon amendments hereto, which amendments shall be embodied in writing and signed by both Parties.

THIS AGREEMENT incorporates the entire understanding of the Parties on all matters which were or could have been the subject of negotiation and during the terms of the Agreement neither Party shall be required to renegotiate with respect to said matters for the period covered herein.

IN WITNESS WHEREOF, the Parties hereto have caused this AGREEMENT to be executed by their duly authorized officers of the date and year aforesaid.

FOR THE NORTH CALDWELL BOARD OF EDUCATION

Tonimarie Arena, President

Date

Mark Kluger, Negotiation Chairperson

Ann Mulvaney, Business Administrator/Board Secretary

FOR THE NORTH CALDWELL EDUCATION ASSOCIATION – Support Staff Unit

Maureen Doninger, Co-President

Date

Karen Rosen, Co-President

Patricia Currie, Negotiation Chairperson

SCHEDULE A

SALARY AND STIPENDS

BLACK SEAL LICENSE - Black seal license stipend shall be \$750.00 for the duration of the agreement.

BLACK SEAL LICENSE - Black seal license stipend shall be \$750.00 for the duration of the agreement.

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APPENDIX A

WAIVER OF HEALTH BENEFITS

Employee's Name:

_____ printed

I hereby certify that I am waiving my health benefits coverage under: [check appropriate level and coverage]

_____ single _____ husband/wife _____ the district's medical benefit plan
_____ family _____ parent/child _____ the district's dental coverage
_____ the district's prescription coverage

This waiver is in effect for the one (1) year period July 1, _____ through June 30, _____.

In return, the Board has agreed to reimburse me at the stated contractual amount [see Article XIII, Section E], payable on June 30th of the next academic year and subject to all appropriate deductions. This payment is not to be considered a salary payment and, as such, is not pensionable. I understand that I am responsible for any additional tax liabilities on this money.

I further certify that I understand and agree that my waiver of the foregoing benefits is of my own volition and is not based upon any representations by either the North Caldwell Board of Education or the North Caldwell Education Association other than the monetary reimbursement. I agree to hold both the Board and the Association harmless with regard to any adverse results of my voluntary and informed waiver of the foregoing benefits.

I understand that I may revoke this waiver prior to the expiration date shown above only under the following hardship circumstances and subject to the terms of the agreement:

- Termination of employment of person with benefits (proof of termination of benefits required)
- Legal Separation (copy of decree required)
- Group contract/policy terminated of person with benefits (proof of termination required)
- Disability of spouse which eliminates benefits (proof of termination of benefits required)
- Divorce (copy of decree required)
- Death of Spouse (copy of death certificate required)
- Military Discharge (copy of DD214 required)

Should I revoke the foregoing waiver based upon one of the foregoing reasons, I understand that the reimbursement to which I am entitled shall be pro-rated based upon the period of time I am not covered by the district's benefit plans.

I further understand that I may restore the benefits for which I am eligible during the next open

enrollment period. Such benefits would commence on July 1st of the next academic year.

Signed: _____
Employee

Date: _____

Business Administrator verification of
other health benefit coverage:

Witness: _____
Board Secretary/Business Administrator

Company: _____
B.A Initials: _____

Date: _____

[Two (2) original copies of this waiver shall be signed. The employee shall keep one and the other shall be placed in the employee's personnel file. The opt-out form shall be re-submitted during the annual open enrollment period should the employee seek to remain out of the plan(s). Failure to file during the open enrollment period will result in re-enrollment in the plan(s) effective July 1st of the next plan year.]

APPENDIX B

INCENTIVE PLAN CONCEPTS

- 1. Which employees are eligible for this incentive?** Employees who are eligible to receive any enrollment level above single for any of the insurances under Article XIII, A., B. and/or C.
- 2. Is the Incentive Plan voluntary?** Yes. No employee must participate if she or he chooses not to do so.
- 3. What is the purpose of the Plan?** The purpose of the plan is to encourage eligible employees to waive unnecessary duplicate family coverage.
- 4. What is the "Incentive" portion of the Plan?** Employees who are eligible for any enrollment and who waive all coverage for any of the three types of insurance for a full calendar year shall receive the percentage set forth in Article XIII, E.
- 5. May an employee waive only one type of insurance and not others?** Yes.
- 6. May an employee who has no other health/hospitalization coverage waive the health/hospitalization coverage?** No. Such a waiver will not be allowed. An employee waiving coverage under A. (health/hospitalization) must provide proof of alternative coverage or the waiver will not be allowed.
- 7. May an employee who has no other dental or prescription coverage waive any or all of those coverages?** Yes.
- 8. If an employee waives coverage, may he/she re-enroll?** Yes, but only at the open enrollment periods, subject to carrier rules. The only exception is that if a spouse's health/hospitalization coverage (Article XIII, A.) is terminated during an insurance year, the employee may re-enroll immediately in the District's plan. If such re-enrollment occurs during the insurance year, no incentive payment will be made to the employee for that year.
- 9. What happens to the waiver payment if the employee re-enrolls on other than a January 1st?** No incentive payment will be made for that insurance for that year.
- 10. If an employee waives coverage for an entire year, may he/she re-enter the plans on the next open enrollment date?** Yes.
- 11. When do employees receive their incentive payment?** The payment shall be made upon the close of the calendar year in which the waiver occurs.
- 12. How does an employee sign up for this Plan?** Each potentially eligible employee will receive a form from the administration. It will contain a final return date and waiver of coverage, and will specify the incentive payment which will be received.
- 13. Are there any other matters, which the parties must attend to with respect to this issue?** Yes. In order, to protect all employees from Federal and State taxation of existing benefits if this plan is in effect, the District is setting up a Section 125 account. Note that employees who receive such a waiver incentive are subject to normal Federal and State withholding on such

payment.