

#1696

**AGREEMENT**

Between:

THE MILLVILLE BOARD OF EDUCATION

and the

MILLVILLE PUBLIC SCHOOLS ASSOCIATION  
OF BUILDING MAINTENANCE WORKERS  
IN AFFILIATION WITH  
NEW JERSEY CIVIL SERVICE ASSOCIATION  
CUMBERLAND COUNCIL 18

July 1, 1994 through June 30, 1996

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## **PURPOSE AND INTENT**

The general purpose of this Agreement is to set forth terms and conditions of employment and to promote orderly and peaceful labor relations for the mutual interest of the Millville Board of Education in its capacity as an Employer, the Employees, the Association and all participants within the Millville School System.

The parties recognize that the interests of the community and the employment security of the employees depend upon the Employer's success in maintaining and improving the Millville School System.

To these ends, the Employer and the Association encourage to the fullest degree friendly and cooperative relations between the respective representatives at all levels and among all employees

## **Article I - Recognition of Association**

### **1:1 Recognition of Association**

Pursuant to and in accordance with all applicable provisions of the New Jersey Employer-Employee Relations Act, Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13A- I et seq.), as amended, the Employer does hereby recognize the Association as the sole and exclusive representative of all full time Building and Grounds Maintenance Workers of the Millville Board of Education:

### **1:2 Management Rights.**

1:2.1 The Employer hereby reserves and retains unto itself those powers, rights authority, duties and responsibilities conferred upon and vested in it by law including, but not limited to, the right to (a) manage and administer the affairs and operation of Employer, (b) direct its working forces and operations and (c) hire, promote, assign, discipline, and dismiss employees in accordance with law.

1:2.2 The powers, rights, authority, duties and responsibilities of the Employer, as described above, and the exercise of discretion pursuant thereto, is limited by the requirement of conformity with the Laws of the United States of America, the Laws of the State of New Jersey, the rules, regulations and/or directives promulgated by the New Jersey Department of Personnel and, if applicable, the Department of Education as well as the terms and provisions of this Collective Bargaining Agreement.

1:3 Prohibited Actions.

1:3.1 During the term of this Agreement, the Association agrees not to engage in or support any strike, work stoppage, slow-down or other similar concerted action by employees within the Bargaining Unit nor shall any Association representative engage in any individual action or conduct which has the purpose of inducing said employees to engage in such prohibited activities

1:3.2 During the term of this Agreement, the Employer agrees not to seek reprisals, penalize, discipline or otherwise discriminate against any individual Association representative or employee within the Bargaining Unit as a result of said individual asserting any right conferred upon said individual or the membership as a whole by the terms of this Collective Bargaining Agreement nor shall the Employer or any representative of Employer institute, engage in- or support a lock-out of the employees within the Bargaining Unit.

**Article 2 - Association Representation**

2:1 Designation of Stewards/Alternates.

2:1.1 There shall be one (1) duly selected representative of the Association from the membership of the Bargaining Unit, hereafter called "Steward" and one (1) Alternate each, for the High School facility, the Memorial School facility, the intermediate school facilities and collectively for the Elementary School facilities.

2:1.2 The Association has the exclusive right and discretion in the designation of Stewards and Alternates as well as the delineation of their respective responsibilities and authority to act for and on behalf of the Association.

2:1.3 An Alternate will be provided the same recognition and privileges afforded a Steward, as set forth in this Agreement, in any instance where a Steward is unable to perform his or her duties due to absence, illness or employment responsibilities.

2:1.4 The Association will provide the Employer with the names of all duly selected Stewards and Alternates and will promptly notify the Employer of any changes in said designations during the term of this Agreement.

2:2 Access to Employees by Association Representatives.

2:2.1 Association representatives will have appropriate and reasonable access to employees within the Bargaining Unit for the purpose of administering the Collective Bargaining Agreement and/or related Association business providing that said activity is confined to non-working hours (prior to and after the scheduled work day, lunch and break periods) unless prior approval is

obtained from the appropriate representative of the Employer and said activity does not interfere with the work assignment(s) of the Steward and/or employees.

2:2.2 The Association shall be permitted to conduct meetings with the employees at any school location maintained by Employer, provided that space is available and approval is obtained in advance of the date and time of said meeting by filing the approved building use request form.

2:2.3 The Association shall have access to a bulletin board prominently located in the general working area in each of the school locations maintained by the Employer. The Association may post any appropriate material pertaining to Association business, providing that said material is not profane, obscene or defamatory in nature. Materials shall be posted or removed only by a Steward. All postings shall contain the signature of a Steward.

2:2.4 Stewards shall have the right to distribute information pertaining to Association business to employees at their work stations during non-working hours.

2:2.5 In order to properly administer the Collective Bargaining Agreement, Stewards may utilize telephone and interoffice mail systems with the prior approval of the Superintendent of Schools or his designee.

2:2.6 The Employer shall provide a thirty (30) minute orientation session between any new employee and an Association representative within one (1) month of said employee's date of hire. Association representatives may utilize said session to familiarize said employee with the terms of the Collective Bargaining Agreement as well as related benefits of his or her employment and Association membership. The scheduling of these sessions will require prior permission of the appropriate representative of the employer, and said session shall not interfere with the work assignments of the Steward and/or employees.

### 2:3 Leave for Association Representatives

2:3.1 Steward shall be permitted during working hours without loss of pay to investigate and process a grievance on behalf of an employee in the Bargaining Unit and/or represent said employee at a grievance proceeding provided that same does not interfere with the work assignments of said Steward.

2:3.2 Steward shall be permitted during working hours without loss of pay to attend approved conferences with appropriate representatives of Employer concerning the administration of the Collective Bargaining Agreement provided that same do not interfere with the work assignments of said Steward.

2:3.3 Each steward, not alternates, may attend a one (1) day training program each school year (July 1 - June 30), without the loss of pay. Arrangements for the day of attendance must be made through the office of the Assistant Superintendent of Schools.

**2:4.1 Payroll Deduction of Membership Dues**

2:4.1 Pursuant to and in accordance with all applicable provisions of the New Jersey Employer-Employees Relations Act, Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13A-1 et seq.), as amended, the Employer agrees to deduct from the regular pay of employees included in this Bargaining -Unit the membership dues for the Association provided a dues deduction card, supplied by the Association in conformity with statutory requirements and signed by the employee, is submitted to the Employer. It is further agreed that the Employer shall remit such deductions to the Association prior to the tenth (10th) day of the month following any month during which such deductions have been made by the Employer.

2:4.2 The Association shall certify to the Employer the amount of said membership dues to be so deducted and, if there shall be any change in the rate of membership dues during the term of this Agreement, the Association shall furnish to the Employer written notice of same thirty (30) days prior to the effective date of such change.

2:4.3 A request by any employee to terminate the deduction of Association dues from his or her regular pay must be in writing and tendered to the appropriate authorized representatives of the Employer and the Association. Said termination shall be effective as of January 1, next succeeding the date on which the employee has complied with the provisions of this paragraph.

2:4.4 Any employee on a leave of absence without pay or on suspension, who has previously signed an authorization for membership dues deduction and has not timely withdrawn said authorizations, shall have dues deducted from his or her regular pay in the following full pay period upon return to active employment.

2:4.5 The Association hereby indemnities, saves and holds the Employer harmless against any and all claims, demands, causes of action or other forms of liability arising from or relating to any action taken by the Employer in reliance upon the membership dues deduction authorizations submitted by the Association herein.

**2:5 Payroll Deduction of Representation Fees**

2:5.1 The purpose of this paragraph is to provide for payment of representation fees as set forth in the new Jersey Employer-Employees Relations Act, Chapter 477 of the Laws of 1979 (N.J.S.A. 34:13A-1 et seq.), as amended, and any provisions herein which may be inconsistent with said Law shall be deemed to be modified to conform with the then existing statutory requirements and/or the rules and regulations promulgated thereunder.

2:5.2 If an employee in the Bargaining Unit is not a member of the Association during the term of this Agreement and during the period, if any, between successive Agreements, such employee shall be required to pay a representation fee to the Association during such term or period. The purpose of the representation fee is to provide payment to the Association in lieu of dues for services rendered by the Association which benefit all employees of the Bargaining Unit and thereby offset the costs of services rendered by the Association as majority representative. In order to adequately offset the costs of services rendered by the Association, the representation fee shall be eighty-five (85%) percent of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members. The foregoing percentage is set forth solely because same is the maximum presently permitted by Law. In the event that the amount of said representation fee is modified by the Legislature, the amount of the representation fee herein will automatically be modified to the maximum then allowed by the Legislature.

2:5.3 The Employer shall submit a current list of all employees in the Bargaining Unit to the Association on a monthly basis. The Association shall submit to the Employer a list of those employees in the Bargaining Unit who have not chosen to be members of the Association. The Employer shall deduct from the salary of such employees in accordance with Section 2:5.4, below, the full amount of the representation fee and shall transmit same promptly to the Association. The Association shall notify the Employer in writing of any change in the list and/or the amount of the representation fee.

2:5.4 The Employer shall deduct the representation fee in equal installments, as nearly as possible, from the regular pay of each employee on the aforesaid list during the membership period fixed by the Association. The deduction will begin with the first regular pay of the employee not less than ten (10) days after the receipt of the aforesaid list by the Employer or thirty (30) days after the employee has commenced employment. If an 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 or suspension, said deduction will commence with the first regular pay not less than ten (10) days after the resumption of the employee's employment in a Bargaining Unit position. Except as otherwise provided herein, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be identical to those used for the deduction and transmission of regular membership dues paid to the Association by payroll deduction as set forth in Section 2:4, above.

2:5.5 Pursuant to the following provisions, any employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the Association a return of any portion of that fee representing the employee's additional pro-rata share subject to refund shall not reflect the cost of support of lobbying activities designed to foster policy goals in collective bargaining negotiations and contract administration or to secure for the employees represented advantages in wages, hours and other conditions of employment in addition to those secured through collective negotiations with the Employer.

(a) An employee who claims that he or she is entitled to a return of a part or all of the representation fee on the grounds set forth above or otherwise, shall make such a claim in writing to the Association. The written claim shall set forth to the fullest extent possible the facts underlying said claim. All such claims by an employee are waived if not presented to the Association within ninety (90) days of the commencement of the payment of the representation fee. Additionally, claims may only be presented as set forth herein on or before February 1 of each succeeding year or such claims are waived for that calendar year.

(b) Within sixty (60) days after receipt of the written claim of an employee as set forth above, the Association shall investigate the claim and prepare and submit to the employee a written response to the claim.

(c) If an employee is dissatisfied with the response of the Association, or if the Association fails to respond within the aforesaid sixty (60) days, the employee may appeal to the "Demand and Return" Committee of the Association for a hearing regarding the claim. Such appeal must be submitted to the Committee no later than thirty (30) days after receipt of the response of the Association or no later than ninety (90) days after the initial claim is made if there has been no response by the Association. Any appeal which is not made in a timely fashion shall be deemed waived by the employee. The appeal shall be in writing and shall set forth to the fullest extent possible the facts underlying said appeal.

(d) Within sixty (60) days after receipt of the foregoing appeal, the "Demand and Return" Committee shall afford to the employee and the Association a full and fair proceeding with regard to the claim of the employee. Such claim must be based upon the criteria set forth in this Article. The burden of proof shall be on the Association at such proceeding. The Committee shall render its decision within twenty (20) days after the close of said proceedings.

(e) If the employee is dissatisfied with the determination of said Committee, he may appeal the matter to the Appeal Board established for this purpose pursuant to the New Jersey Public Employer-Employees Relations Act, Chapter 477 of the Laws of 1979 (N.J.S.A. 34:13A-1 et. seq.), as amended, in accordance with procedures established by the Public Employees Relations Commission.

(f) The purpose of the within procedure is to provide for a "demand and return" system through full and fair proceedings placing the burden of proof on the majority representative pursuant to the applicable statutory requirements and any amendments thereto. This procedure is to be liberally construed to be consistent with the statutory requirements and any rules and regulations promulgated thereunder.

(g) All notices referred to in the foregoing provisions relating to the representation fee shall be deemed given when mailed to the appropriate party at his, her or its last known mailing address.



### **Article 3 - Grievance Procedure**

#### **3:1 Definition**

3:1.1 A "grievance" is a claim by an employee within the Bargaining Unit or the Association on behalf of the employee(s) based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions and practices affecting such employee or a group of employees within the Bargaining Unit.

3:1.2 An "aggrieved person" is the person or persons or the Association on behalf of the employee(s) making the claim.

3:1.3 A "party in interest" is the person or persons making the claim, any individual including the Association on behalf of the employee(s) or the Employer who might be required to take action or against whom action might be taken in order to resolve the claim.

3:1.4 Seniority is an employee's length of continuous service with the Board, dating from his first date of hire and continued unbroken employment.

3:1.5 Reassignment is the movement of an employee from one position to another in the same job-title within the same work section.

3:1.6 Transfer is the change of an employee from one position to another in the same job-title into a different work section.

3:1.7 Layoff means the separation of a permanent employee from his position for reasons other than delinquency or misconduct.

3:1.8 Promotion means the advancement of an employee in rank or in scale of compensation.

#### **3:2 Purpose of Procedure**

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

### 3:3 Procedure

#### 3.3.1 Level One-Submission of Grievance to immediate Supervisor

An aggrieved person shall first submit the grievance in writing to his or her immediate supervisor (Director of Grounds, Director of Maintenance, or Director of Custodians/with carbon copy to the building principal when applicable) within twenty-eight (28) calendar days of its occurrence or within twenty-eight (28) calendar days of the aggrieved person having knowledge or being reasonably expected to have knowledge of its occurrence. Failure to so act shall constitute an abandonment of said grievance.

#### 3.3.2 Level Two-Submission of Grievance to Assistant Superintendent of Schools/Board Secretary

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level One, or if no decision has been rendered within seven (7) calendar days of submission of the grievance, he or she may submit the grievance in writing to the Assistant Superintendent of Schools/Board Secretary within seven (7) calendar days of the decision at Level One or fourteen (14) calendar days from the last day on which the decision should have been rendered at Level One, whichever is sooner.

#### 3.3.3 Level Three-Submission of Grievance to Superintendent of Schools

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Two, or if no decision has been rendered within fourteen (14) calendar days of submission of the grievance, he or she may submit the grievance in writing to the Superintendent of Schools within seven (7) calendar days of the decision at Level Two or fourteen (14) calendar days from the last day on which the decision should have been rendered at Level Two, whichever is sooner.

#### 3.3.4 Level Four-Submission of Grievance to Board of Education

If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Three, or if no decision has been rendered within fourteen (14) calendar days of submission of the grievance at said level, he or she may submit the grievance in writing to the Board of Education within ten (10) working days of the decision at Level Three or seven (7) calendar days from the last day on which the decision should have been rendered at Level Three, whichever is sooner. If the grievance is submitted at least fourteen (14) calendar days prior to the next regularly scheduled Board meeting, said grievance shall be scheduled for review.

### 3.3.5 Level Five - Arbitration

- (a) If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Four, or if a decision has not been rendered by the Board of Education during the time period provided at Level Four, above, the aggrieved person may request in writing that the Association submit the grievance to arbitration. Said request must be submitted to the Association with notice to the Superintendent of Schools within ten (10) calendar days of the decision at Level Four or ten (10) calendar days from the last day on which the decision should have been rendered at Level Four, whichever is sooner. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within twenty-one (21) calendar days of receipt of a request by the aggrieved person.
- (b) Within fourteen (14) calendar days of such written notice of submission to arbitration, the Employer and the Association shall request a list of arbitrators from either the American Arbitration Association or the Public Employees Relations Commission, if applicable. The parties shall then be accordingly bound by the rules and procedures of the American Arbitration Association or the Public Employees Relations Commission, whichever has been selected by the parties.
- (c) The arbitrator's decision shall be in writing and submitted to the Employer and the Association. Said decision shall be final and binding on the parties.
- (d) No claim by an employee shall constitute a grievable matter beyond Level Four or be processed beyond Level Four, if it pertains to:
- 1) Any matter for which a method of review is prescribed by law, or any rule or regulation of the State Commissioner of Education, or any matter which according to law is either beyond the scope of Board authority or limited to action of the Board alone.
  - 2) Dismissal of a probationary employee.
  - 3) A complaint by an employee occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which an extra stipend is paid.
- (e) In the event the arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator.
- (f) The costs for the services of the arbitrator, including per them expenses, if any, and actual and necessary travel and subsistence expenses, if applicable, shall be borne equally by the Employer and the Association. The Employer shall provide the hearing room. Any other expenses incurred including the cost of a transcript, if applicable, shall be paid by the party incurring same.

(g) If the arbitrator in his/her sole discretion determines that either party has acted in bad faith, the costs of the arbitration, as described in sub-paragraph (e), above, may be assessed by the arbitrator against said party.

3:4 Cost of Arbitration

3:4.1 Each party shall bear the total cost incurred by themselves.

3:4.2 The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs will be shared equally.

3:4.3 Where grievance proceedings are mutually scheduled by the parties during school time, persons proper to be present shall suffer no loss of pay.

3:5 Right of Representation

3:5.1 Any aggrieved person may represent himself or herself at any stages of the grievance procedure or, at his or her option, by duly authorized Association representative(s), including counsel retained by the Association, or retained counsel of the aggrieved person's own choice.

3:5.2 If an aggrieved person chooses to retain legal counsel of his or her own choice, as described immediately above, neither the Association nor the employer shall be responsible for the payment of fees or expenses of said counsel.

3:6 Rights of Association

3:6.1 When an employee is not represented by the Association, the Association shall receive notice of the decision from the Employer rendered at each level of the grievance procedure.

3:6.2 The Association may continue a grievance through all applicable levels of this procedure even though the aggrieved person does not wish to do so if said grievance affects or has application to a group or class of employees within the Bargaining Unit.

3:7 Miscellaneous

3:7.1 If, in the sole discretion of the Association, a grievance affects a group or class of employees within the Bargaining Unit, the Association may submit such grievance directly to the Assistant Superintendent of Schools/Board Secretary and the processing of such grievance shall commence at Level Two.

3:7.2 Decisions rendered at Levels One, Two, Three, and Four of the grievance procedure shall be in writing, setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. Decisions rendered at Level Five shall be in accordance with the procedures as set forth in New Jersey Department of Personnel (formerly the New Jersey Civil Service Commission)..

3:7.3 The time limitations indicated at each level should be considered as maximum limitations and binding upon the parties and every effort should be made to expedite the process. Said time limitations may, however, be extended by mutual agreement in writing.

3:7.4 Reprisals of any nature, kind or degree shall not be taken by the Employer or by its representatives, agents, or employees against any party in interest, any representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

3:7.5 Forms for filing grievances, serving notices, taking appeals and other necessary documents shall be prepared jointly by the Employer and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure. (See attached)

3:7.6 All meetings and hearings under this procedure shall be conducted in accordance with the applicable-provisions of the Open Public Meetings Act, N.J.S.A. 10:4-~~et. seq.~~, as amended.

3:7.7 Any provision contained within this Article or elsewhere in the Collective Bargaining Agreement shall not be construed as requiring the Association to submit a grievance at any level or to represent an employee in any proceedings instituted with the New Jersey Department of Personnel (formerly the New Jersey Civil Service Commission). The Association's decision to process any grievance at any step or to terminate the grievance proceedings at any step shall be final as to the interests of the grievant and the Association.

3:7.8 Any provision contained within this Article shall not be construed to discourage or prohibit an aggrieved person and/or the Association from pursuing informal efforts with the Employer to effectuate a prompt and amicable resolution of the matter in controversy.

## Article 4 - Work Schedules

### 4:1 Work Schedules

4:1.1 All employees covered by this agreement are scheduled on a forty (40) hour week. It is agreed that all persons must adhere strictly to the time schedules as established.

4:1.2 The forty (40) hour week should be considered as a minimum; not a maximum. On many occasions it will be necessary to work an extra half-hour or hour in order to complete a job or do something extra which is needed. This time is to be considered as part of the regular duties. All time assigned by the Administration in excess of forty (40) hours in any week will be paid at the time and one-half rate.

4:1.3 Any work assigned to an employee in this unit by the Superintendent or by the administration in an overtime capacity beyond the regular forty (40) hour work week and which assignment occurs on a Sunday, will be compensated for at the time-and-one-half rate of pay. If the assignment occurs on a holiday, the compensation will also be at the rate of time-one-half rate of pay.

4:1.4 Two, fifteen (15) minute break times per full net eight (8) hour work shift will be assigned by the administration.

4:1.5 Each employee is expected to be available for a reasonable amount of overtime work. An employee who refuses an overtime assignment with a reasonable excuse, as determined by the administration, shall not be subject to disciplinary action.

4:1.6 Any employee who does not report to work for three (3) or more days must have a legal excuse from the administration or a doctor's note upon return to employment.

4:1.7 All employees covered by this agreement are requested to sign in and out with their immediate supervisor each work day.

4:1.8 Head Custodians are obligated, as part of their regular work duties and without additional compensation, to check their buildings: i.e. boilers, alarms, electric, etc., on weekends and holidays. In case of unforeseen circumstances which prevent a Head Custodian from performing these duties, alternative coverage must be arranged with the Night Lead Custodian. A call-in shall not be covered under this provision.

## Article 5 - Vacations

### 5:1 Vacations

The vacation policy shall be as follows:

Under 1 year	1 day per month
After 1 year up to 5 years	12 days
After 5 years up to 12 years	15 days
After 12 years up to 20 years	20 days
After 20 years	25 days

5:1.1 No vacations shall be granted the week prior to or immediately following the close of school, nor the week prior to school opening. The vacation period will normally be taken in the summer months when schools are not in session or when schools are closed, such as Christmas/Easter recesses Vacations will be scheduled through the Administration.

5:1.2 Whenever there is a conflict between two (2) or more employees in requesting and scheduling their vacations during the same period of time, the actual granting of such leave will be resolved based on the employee's seniority status with approval of the Head Building Maintenance worker.

### 5:2 Fiscal year

Employment year is the fiscal year July 1 to June 30.

## Article 6 - Paid Holidays

6:1 Personnel covered by this Agreement shall be entitled to fourteen (14) paid holidays per year pursuant to a schedule of holidays approved mutually by the Board of Education and the Association. (See Addendum #1).

6:2 The calendar for the following school year pertaining to paid holidays shall be developed mutually no later than June 15th each year.

6:3 Personnel covered by this Agreement shall be entitled to one-half (1/2) day holiday on Christmas Eve and New Year's Eve if such days fall on a work day.

## Article 7 - Leave of Absence Policy

### 7:1 Sick Leave:

7:1.1 Sick Leave is granted in accordance with New Jersey Statutes, Title 11, Civil Service

Whenever possible, employees must call their Supervisor no later than three (3) hours prior to a shift if they wish to utilize a leave day. The Board reserves the right to require a physician's certification of the need for claimed sick leave.

7:1.2 Each employee of permanent status is credited with one (1) working day for sick leave for each month of service or major fraction thereof, during the first school year of employment and with fifteen (15) days for each school year thereafter.

7:1.3 If any such person requires in any school year less than this specified number of days of sick leave with pay allowed, sick leave not utilized that year shall be accumulated to be used for additional sick leave as needed in subsequent years.

7:1.4 Death in the Immediate Family - Immediate family shall be considered grandparent, parent, brother, sister, husband, wife, child, mother-in-law, father-in-law, daughter-in-law, son-in-law, grandchild, or other relative living with the family.

### 7:2 Personal Leave:

7:2.1 All employees who have not completed one (1) year's service with the Board will be granted one-half (1/2) day of personal leave after each full calendar month of employment to a maximum of two (2) days. After service of one (1) year or more, two (2) personal leave days in each fiscal year shall be granted.

7:2.2 Employee need only indicate "Personal" as a reason.

7:2.3 Completed requests forms for personal leave, when possible, shall be submitted at least ten (10) days in advance to your Head Building Maintenance Worker. The Head Building Maintenance Worker shall initial the form before sending it to the building principal for his signature. All requests will then be sent to the Assistant Superintendent/Board Secretary for his consideration. No request is official without the School Business Administrator's signature. When advance notice is not possible, ie. death in the immediate family, the employee shall call his Head Building Maintenance Worker as soon as possible to inform him of the reason for the personal leave. In these cases the form should be submitted upon return to work.

7:3 Personal leave may only be scheduled in units of one-half (1/2) days or multiples thereof



7:4 By September 30th of each year, members of the unit will receive a report of their accumulated sick leave as of July first preceding.

7:5 Employees who retire after working ten (10) years in the Millville School System will be compensated for one hundred (100%) percent of their accumulated sick leave at a rate of twenty-five (25%) percent of their per them rate for each day accumulated during school years.

7:6 In order to be eligible for the retirement bonus specified in 7:4 above, an employee must have acquired a minimum of sixty (60) days of accumulated sick leave.

7:7 Sick Leave payment to Beneficiary:

"If an employee dies while employed by the Millville Board of Education after ten years or more of service, fifty (50%) percent of his/her accumulated sick leave benefit based on 25% of their per them rate will go to his/her designated beneficiary or estate."

7:8 Employees who are injured on the job shall adhere to the Board Policy with regard to Workers Compensation Benefits.

7:9 Employees are eligible for leave entitlements under the New Jersey Family Leave Act or the Federal Family and Medical Leave Act.

### **Article 8 - Hospitalization Insurance**

8:1 The Board will continue to provide, at no cost to the employee and his dependents, membership in a health plan, the provisions of which are equal to or better than the New Jersey State Health Benefits Program.

Effective July 1, 1995, the U.S. Healthcare - Quality Point of Service Program becomes the primary health plan available to unit members at Board expense.

8:2 The Board shall provide full family dental insurance through Delta Program I-B (or other carrier of the Board's choice offering equal or better coverage).

8:3 The Board shall provide to each employee up to and including the rate of "full family" a Blue Cross of New Jersey (or other carrier of Board's choice offering equal or better coverage) prescription drug plan. The plan shall carry a \$3.00 generic and \$7.00 brand name deductible co-pay.

8.4 The Board shall provide full family optical insurance through Vision Service Plan (or other carrier of the Board's choice offering equal or better coverage). A twenty (\$20.00) Dollar per person deductible per year shall be in force.

8.5 Should legislation be passed allowing a plan to be implemented under which a payment may be made to staff members who waive duplicate coverage under the New Jersey State Health Benefits Plan coverage, the Association agrees that said plan shall be implemented in the district.

### **Article 9 - Other Benefits**

9:1 The Board agrees to provide four (4) pairs of trousers and four (4) shirts of the khaki, olive or blue color, each year during the course of this contract. Uniforms must be worn at all times, the only exception to the above will be during high temperatures and/or when the schools are closed to the public and then only presentable plain tee shirts and trousers will be worn. In addition, the Board shall provide one (1) set of rain gear for each grounds crew worker.

9:2 Employees who are authorized to use their private automobiles in the performance of their work duties during the work day exclusive of travel to and from work, shall be reimbursed at the prevailing teacher rate per mile traveled via the most direct routes.

9:3 All vacancies in this unit, including newly created positions, or those vacated due to promotions or resignation, shall be posted. The President of the Association and each Head Building Maintenance Worker, shall receive a copy of postings. Personnel who wish the opportunity to apply for the open position must apply within fifteen (15) days of the date of the announcement.

### **Article 10 - Salaries, Longevity & Stipends**

10.1 A salary guide for 1995-96 is attached hereto and made a part hereof as Schedule A.

10:2 The salaries of the Memorial and Senior High Head Building Maintenance Workers, shall be Nine Hundred (\$900.00) Dollars above the Building Maintenance Guide. In addition, the Head Building Maintenance Worker shall receive Thirty (\$30.00) Dollars for each worker supervised during his/her shift.

10:3 The salaries of the Intermediate Schools Head Building Maintenance Workers shall be seven-hundred fifty (\$750.00) dollars above the Building Maintenance Guide. In addition, the Head Maintenance Workers shall receive thirty (\$30.00) dollars for each worker supervised during his/her shift.

10:4 The salary of the Head Building Maintenance Worker and Maintenance and Grounds Head Workers in each elementary school shall be Six Hundred (\$600.00) Dollars above the Building Maintenance Guide. In addition, the Head Building Maintenance Workers shall receive Thirty (\$30.00) Dollars for each worker supervised during his/her shift.

10:5 Night Supervisors shall be paid Thirty (\$30.00) Dollars for each worker supervised.

10:6 Advancement on the guide shall be by annual steps according to the guide unless said steps are withheld for cause upon the recommendation of the Superintendent of Schools.

10:7 Each holder of a Black Seal Boiler Operators License will receive a stipend for this License of Two Hundred (\$200.00) Dollars each year for the duration of the contract. Those individuals using the Black Seal Boiler Operators License will receive Four Hundred (\$400.00) Dollars each year for the duration of the contract.

It is the responsibility of the employee to keep his/her Black Seal license valid. A copy of the valid license must be submitted to the Director of Personnel to be kept in the employee's personnel file. A copy of each renewal shall also be submitted to the Personnel Office. The employee must submit a valid license renewal to be reimbursed for the Black Seal license.

10:8 All Boiler Licenses must be posted in the building where the custodian is assigned.

10:9 The Board encourages and attempts to show preference to those Black Seal License holders who voluntarily take a refresher course covering their Black Seal License.

10:10 The duties of the Boiler License holders will be adhered to as outlined in the Memorandum of December 10, 1984 (attached).

10:11 There shall be a salary increase in accordance with the attached salary schedule.

10:12 Salaries will be paid in twenty-four (24) installments issued semimonthly. Pay dates to be the 15th and 30th of each month (if the 15th or 30th falls on a weekend or holiday the pay day shall be the last working day before the 15th or 30th).

10:13 Longevity is an employee's continuous unbroken service with the Millville Board of Education.

10:14 Longevity pay will be given to all employees in the unit as indicated below:  
After - 5 years through 9 years in the Millville System - 2.0%  
After - 10 years through 19 years in the Millville System - 2.5%  
After - 20 years in the Millville System - 4.0%

### **Article 11 - Work Environment**

11.1 The Board shall maintain a safe and healthy work environment for the employees consistent with the requirements imposed by the Public Employees Occupational Safety and Health Act (PEOSHA). No employee will be required to work in an area when considered by the Administration to be hazardous, unsafe, or unhealthy without the proper precautions and equipment.

11.2 A work environment committee composed of the Assistant Superintendent and two (2) designates of the Association shall meet at times of mutual convenience to discuss matters of mutual concern including, but not limited to, report of safety and health violations. It is understood that said committee shall not meet on a regular basis but may do so upon the request of any member of said committee.

### **Article 12 - Prohibition of Discrimination**

The Employer and the Association agree that there shall not be any discrimination against any employee within the bargaining unit because of age, sex, marital status, race, color, religion, national origin, physical handicap or ability, political affiliation, association membership or non-membership or any Association activity permitted by law."

### **Article 13 - Civil Service**

This Agreement is intended to comply with the Constitutions of the United States and the State of New Jersey, respectively, the New Jersey Employer-Employees Relations Act, Chapter 303 of the Laws of 1968 (N.J.S.A. 34:13A-1 as amended, the New Jersey Civil Service Act, Chapter 112 of Laws of 1986 (N.J.S.A. IIA:6-16 et. seq.) as amended, all other statutes as enacted by the Legislature of the State of New Jersey applicable to public employees regardless of whether said statutes are specifically referred to in this Agreement, the rules and regulations of the New Jersey Public Employment Relations Commission and the rules and regulations of the New Jersey Department of Personnel (formerly The New Jersey Civil Service Commission) and the New Jersey Department of Education, if applicable. In the event there is a conflict between any term or provision of this Agreement and the foregoing statutory or regulatory provisions, it is the expressed intent of the parties that the forgoing statutory and/or regulatory provisions be deemed controlling and binding upon the parties herein.

## **Article 14 - Miscellaneous Provisions**

### **14.1 Savings Clause**

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees within the Bargaining Unit as established by statute, rule, regulation, resolution, administrative policy, I), procedure or practice. in force on said date, shall continue to be so applicable during the term of this Agreement.

### **14.2 Severability**

It is understood and agreed that, if any provision of this Agreement is determined to be contrary to law, such provision 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, the remaining provisions of this Agreement not being affected thereby.

### **14.3 Breach of Agreement**

The waiver of any breach or condition of this Agreement by either party shall not constitute a precedent in the further enforcement of the terms and conditions herein.

### **14.4 Embodiment of Agreement**

This document constitutes the sole and complete agreement between the parties of those terms and conditions governing the employment of employees within the Bargaining Unit as represented by the Association. The parties acknowledge each has had the respective opportunity to present and discuss proposals on any subject which is, or may be, subject to collective bargaining provided, however, that upon mutual agreement of the parties, which shall be in writing, the parties may further amplify or interpret the ten-and and conditions embodied in this Agreement. Any prior commitment or agreement between the Employer and the Association or any individual employee within the Bargaining Unit is superseded upon execution of the within Agreement.

### **14.5 Printing/Dissemination of Agreement**

The employer shall be responsible for the printing and dissemination of this Collective Bargaining Agreement to each employee in the Bargaining Unit during the term herein.

14:6 All unit members shall be responsible for adherence to all blood borne pathogen procedures. Any employee who fails to comply with these procedures shall be subject to disciplinary action.

**Article 15 - Term of Agreement/Negotiation**

15:1 Term

This Agreement shall be effective as of the first day of July, 1994, and shall remain in full force and effect until June 30, 1996. Furthermore, this Agreement shall remain in full force and effect during negotiations between Employer and the Association for a successor Agreement.

15:2 Negotiation of Successor Agreement

(a) The parties agree to enter into collective negotiations for a successor agreement in accordance with all applicable provisions of the New Jersey Employer-Employee Relations Act, as amended, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Any such agreements negotiated shall apply to all members of the bargaining unit herein, be reduced to writing, duly approved and adopted by the respective Boards of Employer and Association and signed by their respective representatives.

(b) Within ninety (90) days of the expiration date of this Agreement, the parties shall commence negotiations regarding the terms and conditions of a new Agreement. If the Public Employment Relations Commission should modify the afore described time period in which the parties are obligated to commence negotiations, the time period so modified shall apply herein.

IN WITNESS THEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested to by their respective officers and/or representatives.

**MILLVILLE BOARD OF EDUCATION**

N. A. [Signature]  
President  
[Signature]  
Secretary  
7/24/95  
date

**MILLVILLE - COUNCIL 18**

Charles E. Peterson  
President  
Frank [Signature]  
Secretary  
7/24/95  
date

# Schedule A

## Custodial Guide

## Millville Public Schools

Step	93/94	Step	94/95	Step	95/96
		1	14514	1	15196
1	14514	2	15007	2	15698
2	14833	3	15337	3	16089
3	15160	4	15675	4	16444
4	15493	5	16372	5	16945
5	16372	6	17297	6	17902
6	17297	7	18508	7	19063
7	18508	8	19568	8	20253
8	19568	9	20378	9	21173
9	20378	10	21187	10	22034
10	21187	11	21996	11	22920
11	21996	12	22805	12	23786
12	22805	13	23614	13	24677
13	23614	14	24424	14	25548
14	24424	15	25254	15	26416
15	25235	16	26093	16	27293
16	26043	17	26928	17	28167
17	26852	18	27764	18	29041
18	27660	19	28600	19	29916
19	28472	20	29440	20	30794
20	29290	21	31318	21	32790
21	30318	21	31318	21	32790

The 1993-94 guide is included for reference; to show guide movement.

**NOTE:** All staff remain on the same step for 1995-96 as they were on for the 1994-95 school year.