

Contract no. 1598

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LIBRARY
INSTITUTE OF MANAGEMENT

OCT 14 1992

AGREEMENT

ROTCERS UNIVERSITY
ROTCERS UNIVERSITY

FOR

JULY 1, 1992

through

JUNE 30, 1995

Between the

Commercial Township Board of Education

and

Commercial Township Supportive Staff Association

ARTICLE I - RECOGNITION

A. UNIT

The Unit shall be defined as follows:

All regularly employed, non-certificated, non-supervisory employees who are employed by the Commercial Township Board of Education, including secretaries, cafeteria workers, custodians, maintenance personnel and aides.

- B. The above unit, pursuant to the Certification of Representative issued by PERC in Docket No. RQ-79-2 shall be represented by the Commercial Township Supportive Staff Association/NJEA.
- C. Unless otherwise indicated or circumstances indicate to the contrary, the term "employee" when used hereinafter in this agreement, shall refer to all employees in positions within the unit as above defined, and references to one gender shall include the other.
- D. The Commercial Township Supportive Staff Association shall hereinafter be referred to as the "Association" and the Commercial Township Board of Education shall hereinafter be referred to as the "Board".
- E. Regularly employed staff shall refer to any employee who works 20 hours per week.
- F. Temporary employees shall be considered as any employee doing unit work on a per diem or hourly basis.

ARTICLE II - GRIEVANCE PROCEDURE

A. Definition:

A "grievance" shall mean a claim by an employee that there has been a misinterpretation, misapplication, or a violation of this Agreement or administrative decision adversely affecting him. A grievance, to be considered under this procedure, must be initiated by the employee within ten (10) working days of the time of its occurrence.

B. Background Rules:

1. It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step and shall constitute a waiver of all rights to further challenge the occurrence in any manner whatsoever.
3. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
4. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement.
5. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option by a representative selected or approved by the Association.

C. Procedure:

1. Level One: Any employee who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the

- matter informally at that level.
2. Level Two: If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) working days, he may set forth his grievance in writing to his immediate superior. The immediate superior shall communicate his decision to the employee in writing within three (3) working days of the receipt of the written grievance.
 3. Level Three: The employee, no later than five (5) working days after receipt of the immediate superior's decision, may appeal the immediate superior's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the immediate superior as specified above and his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days. The Superintendent shall communicate his decision in writing to the employee and the immediate superior.
 4. Level Four: If the grievance is not resolved to the employee's satisfaction he, no later than five (5) working days after receipt of the Superintendent's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request within five (5) working days to the Board of Education. The Board, shall review the grievance and shall, at the option of the Board, or upon the request of the employee, hold a hearing with the employee and render a decision in writing within thirty-five (35) calendar days of receipt of the grievance by the Board or of the hearing with the employee, whichever comes later.
 5. Level Five: Arbitration.
 - a. Definition of Arbitrability. A grievance shall be submitted to arbitration as hereinafter provided it solely involves an alleged contract violation. Any and all disputes or grievances that involve administrative decisions or Board policy shall be reviewable solely by the Commissioner of Education.

- b. Procedures. The procedures for selection of the arbitrator and conduct of the hearing shall be as provided by the rules therefor of the Public Employment Relations Commission, hereinafter PERC.
- c. Any employee who has a grievance which solely involves a matter which is within the foregoing definition of arbitrability, when such grievance is not resolved to that employee's satisfaction at Level Four of this grievance procedure may, no later than five (5) working days after receipt of the Board's decision demand that said grievance be submitted to the Superintendent and PERC on forms as utilized by PERC for such purposes, if any.
- d. Any and all arbitration awards are to be strictly advisory in nature and effect only, except that at any time during the term of this Agreement that the Board rejects and refuses to accept and comply with the holding of two consecutive advisory arbitration awards the next arbitration award shall be binding in nature.
- e. The arbitrator, whether writing an advisory or binding award, shall be without power or authority to add to, modify or expand by implication the terms of this greement.

D. Content of Forms:

- 1. Grievance forms shall contain at least (a) the nature of the grievance and approximate date of occurrence, (b) the nature and extent of the injury, loss or inconvenience, (c) the results of previous discussions and (d) his dissatisfaction with decisions previously rendered.

E. Rights of Employee to Representation:

- 1. Any aggrieved person may be represented at all levels of the grievance procedure by a representative selected by the Association.
- 2. No reprisals shall be taken by the Board or their administrators against any member of the Association because of their participation in the grievance procedure.

ARTICLE III - MANAGEMENT RIGHTS

It is expressly understood by the parties that the Board has not waived the rights, duties, and obligations imposed upon or vested in it by law.

ARTICLE IV - EMPLOYEE RIGHTS

- A. The Board and the Association agree that neither shall coerce individual employees to either support or refrain from supporting the Association or any other public employee representative.
- B. The Board and the Association agree that the employees shall be permitted to wear pins of any public employee representative.
- C. No employee shall be disciplined or reprimanded without just cause.
- D. Full time employees shall receive two ten (10) minute breaks each working day. One ten minute break will be awarded in the morning and one ten minute break will be awarded in the afternoon.

Part-time employees who work a minimum of four (4) hours shall receive one ten (10) minute break per working day.
- E. Any employee employed more than seven (7) months of any contract year shall receive credit for one (1) full year.

ARTICLE V - ASSOCIATION RIGHTS

- A. The Board agrees to provide access for the Association, in response to reasonable requests from time to time, to public, non-confidential information, which is necessary for the Association to engage in collective negotiations and/or the processing of grievances. Further, the Board agrees to furnish to the Association, in response to reasonable requests from time to time, all available information concerning annual financial reports and directory of all personnel in the unit, and minutes of all Board meetings (Public) and such other information that shall assist the association in developing accurate and constructive programs on behalf of the employees together with information which may be necessary for the association to process any grievance or complaint.
- B. The Association may be permitted to use school buildings for meetings at reasonable hours, provided that such meetings are terminated at custodial hours. Unit members will not be excused from work to attend such meetings. The Principal of the building shall not unreasonably deny such requests. Any such denial shall be appealable to the Superintendent.
- C. The Association shall be permitted to use the unit members mail boxes to disseminate information so long as said information is not of a political nature.
- D. The Association shall be permitted to make reasonable use of district typewriters, mimeograph machines and photo copy machines, provided that such use is not on school time, prior permission is received from the Superintendent, who will not unreasonably withhold same, and the Association reimburses the Board for all actual costs incurred by such use.
- E. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in grievance procedures, he shall suffer no loss in pay.

ARTICLE VI - LEAVE OF ABSENCE

- A. Any employee is entitled to an annual leave of absence on account of personal illness at the rate of one (1) day per month and shall be accumulative.
- B. Death in the Immediate Family - Immediate family defined as mother, father, spouse, child, brother, sister, or any member of the immediate household; five (5) days leave.
- C. One (1) day shall be granted for a death of other relative or close friend.
- D. Three (3) days per year shall be granted for serious illness in the immediate family. Immediate family as B above. Maximum days that may be used for this is three (3) days in any one year.
- E. Other emergency of a personal nature, recognition of a religious holiday, court subpoena(s), marriage of the employee or immediate family, urgent personal business which cannot be handled outside of school hours, or other urgent emergency; three (3) days leave with prior approval of the Superintendent of Schools.
- F. Two (2) unused personal days per year may be accumulated as sick leave for succeeding years.

ARTICLE VII - WORK SCHEDULE

A. Custodial Staff

1. The standard work year for janitors shall be a twelve month year, unless the individual contract provides otherwise.
2. The standard work week shall be forty (40) hours per week. Any time worked beyond the forty hours must be authorized, before being worked, by the Superintendent. Overtime pay for hours assigned by the Superintendent and worked beyond forty hours in any week shall be paid at the rate of one and one-half of the individual's regular contract hourly rate.
3. Each full time janitor shall receive a one week vacation with pay during his first year of service to the Commercial Township School District or at other mutually agreed upon times.

During his second and each ensuing year, thereafter, he shall receive a two week paid vacation, until after ten (10) years of continuous employment in this position he shall receive a three (3) week vacation with pay.

Vacations shall be scheduled during July and August by the School Superintendent. Vacation time may be granted at other times during the school year upon approval of the Superintendent.

4. The following holidays shall be granted to the custodial staff:
 - a. New Year's Day
 - b. Good Friday
 - c. Day after Easter
 - d. Memorial Day
 - e. Fourth of July
 - f. Labor Day
 - g. Columbus Day
 - h. Thanksgiving Day
 - i. Day after Thanksgiving
 - j. Christmas Eve
 - k. Christmas Day
 - l. Day after Christmas
 - m. Martin Luther King Day

Compensatory days will be granted to custodians who work on Washington's Birthday and Lincoln's Birthday. One (1) day compensatory day will be granted for each of those days worked upon approval of the Superintendent.

5. When schools are closed for inclement weather or other emergency, the janitors are to report for work as early as possible. While schools are closed for students the janitorial duties are increased because of the need to clear walkways and do the necessary cleaning or repairs prompted by the cause for the emergency closing.

6. When a granted holiday falls on a Sunday, the custodial staff will be awarded the next day as a holiday.

B. Secretarial Staff

1. The secretarial contract may be either ten, eleven or twelve month duration.
2. Secretaries shall work the school calendar.
3. Each twelve (12) month secretary shall earn a one (1) week vacation with pay during the first year of service to Commercial Township. However, if the secretary terminates employment prior to the completion of one (1) year, one week's pay will be forfeited.

After two (2) years, twelve (12) month secretaries shall earn a two week paid vacation.

After ten (10) years of continuous employment, a twelve (12) month secretary shall earn a three week paid vacation.

All secretarial vacation time is subject to prior approval of the Chief School Administrator.

C. Aides

1. Aide positions are hourly positions.
2. Aides shall not work on days where schools are closed, unless directed to do so by the Superintendent or his designee. If an aide is so directed to work, compensatory time off for time actually worked shall be provided.

- D. All employees are entitled to a regular work schedule, provided however, the Building Principals, or the Superintendent can alter the work schedule and place of assignment as the needs of the district in the sole discretion of the administration, require.

- E. Time clocks shall be utilized as determined by the Superintendent or his designees. Employees are to punch in and out for themselves, only, and any violation of this section shall result in immediate suspension pending action of the Board of Education.

1. Appropriate tardiness penalties shall be established by the Superintendent. Said penalties shall be periodically reviewed and modified as the Superintendent determines appropriate.
2. The current tardiness policy provides for:

For every minute late or for every minute that a unit member leaves early up to 15 minutes, 15 minutes shall be deducted from his next pay. For every minute over 15, but less than 30, 30 minutes shall be deducted from his next pay. Over 30 minutes, a full hour's pay shall be deducted.

F. Delayed Opening of School

1. Janitors:

When a delayed opening for schools is called, the delay is for students only. Janitors should report as scheduled to open the school and make it comfortable to receive students.

2. Aides:

When a delayed opening for schools is called, aides shall report for work 90 minutes later than the scheduled reporting time. If a delay is called for less than or more than 90 minutes, aides shall report the number of hours or minutes of the delay after their scheduled reporting time. (8:00-8:30 schedule only)

3. Secretaries:

When a delayed opening for schools is called, the delay is for students only, provided, however, that secretaries shall not have to report to work until 10:00 A.M. on such days.

G. Cafeteria Workers

Cafeteria workers shall work the school calendar, unless directed to work by the Superintendent on days when school is not in session.

H. Work Year

The normal work year for various job categories are as follows:

Custodians	240 days
10 Month Secretaries	200 days
Aides	181 days
Cafeteria	185 days

1. All employees who are required to work more than the regular hour day shall be paid an overtime rate equal to one and one-half ($1\frac{1}{2}$) times the base salary rate. All employees required to work on a paid holiday, if the day is not a regularly scheduled work day, shall be paid two (2) times the base salary rate.

ARTICLE VIII - SALARY

A. Salary Guides

1. Kitchen Staff - See Appendix A
2. Aides - See Appendix A
3. Office - See Appendix B
4. Janitors - See Appendix C

B. Method of Payment and Salaries

1. Salaries for ten month employees shall be paid on the fifteenth (15th) and thirtieth (30th) of each month, in twenty (20) equal payments, September through June inclusive, unless said day falls on a weekend or a holiday, then the check shall be given on the last regular work day prior thereto.
2. Salaries for twelve month employees shall be paid on the fifteenth (15th) and thirtieth (30th) of each month, in twenty-four (24) equal payments, unless said day falls on a weekend or holiday then the check shall be given on the last regular work day prior thereto.

C. Clothing Allowance

An allowance for clothing shall be awarded to members of the cafeteria staff and the members of the custodial staff as per the following:

Up to \$150.00 per year per each janitor and/or cafeteria worker shall be awarded. Uniforms shall be purchased only with an approved Board of Education voucher and with the approval of the Superintendent of Schools.

ARTICLE IX - MISCELLANEOUS

- A. If any portion of this Agreement is found to be contrary to law, then such portion shall be without effect, but all other portions of this Agreement shall continue in effect.

- B. This Agreement during its term shall constitute the complete understanding on all matters that were or could have been negotiated. The Board and the Association, expressly, specifically and intentionally relieve each other from any obligation that exists currently, or may arise during the term of this Agreement to engage in collective negotiations over any matter whatsoever.

This Agreement constitutes Board Policy for the term of said agreement and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.

ARTICLE X - NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Not later than October 15th, the Board and the Association agree to enter negotiations over a successor Agreement in accordance with the procedures set forth herein in good faith effort on both sides to reach continuing agreement. Said Agreement shall cover salaries and terms and conditions of employment, but shall not include educational policy or management prerogatives.
- B. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. 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.
- C. 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.
- D. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- E. During the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE XI - MATERNITY LEAVE

- A. Maternity leave shall be provided as required by law and Court decisions.

ARTICLE XII - SENIORITY

- A. For the purpose of layoff or reduction in force, the Board shall utilize seniority within the job category with the person having the shortest length of service within that job category in the district being the first person laid off, or reduced.
- B. The Board retains the right, unlimited by this contract, to terminate any employee for cause or inefficiency.
- C. Seniority shall not be accumulated during the period of layoff. Upon recall, the appointed employee shall have his accumulated seniority to the date of layoff.
- D. No new employee may be hired while bargaining unit members who meet the necessary qualifications are on layoff.
- E. All vacancies, including newly created positions, or those vacated due to promotions or resignations, are to be posted so that all support staff are aware of the openings. The President of the Association shall receive a copy of posted notices. Any employee may apply for the open position, whether it be promotional or transfer from one position to another.

ARTICLE XIII - FRINGE BENEFITS

- A. The Board shall pay the full premium for employee, family and dependent coverage where eligible, which consists of Blue Cross, Blue Shield, Rider J, and Major Medical Coverage. Such premium payments shall be for the full twelve (12) month period of the coverage year and shall continue every year thereafter.
- B. The Board agrees to pay full family drug and prescription plan (\$3.00 co-pay) for all employees. Carrier to be named by the Board of Education.
- C. The Board of Education shall provide full-time Supportive Staff employees and their eligible dependents with Delta III-A dental insurance.
- D. Retirement Sick Leave Accumulation

Upon retirement an employee, who has worked for the Commercial Township Board of Education for a minimum of ten continuous years prior to retirement shall be reimbursed at fifty percent of his final year daily salary for all accumulated sick leave. An employee considering retirement must advise the Superintendent in writing no later than November 1st of the year prior to retirement. Failure to advise by that date will delay payment until the second year after retirement. The method and date of payment shall be mutually determined by the retiree and the Board of Education.

Retirement, as it applies to paragraph D, is defined as leaving work permanently and applying for pension benefits.

ARTICLE XIV - REPRESENTATION FEE

- A. If an employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year.
- B. Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues charged by the Association to its own members for that membership year.

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee will be 85% of the regular membership dues as presently allowed by law.

- C. Once during each membership year covered in whole or in part by this agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, the full amount of the representation fee and promptly will transmit the amount so deducted to the Association.

The Board 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 ten (10) days after receipt of the aforesaid list by the Board.

The mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

- D. The Association will notify the Board in writing of any changes in the list of nonmembers and/or the amount of the representation fee, and such changes will be reflected in any deductions made ten (10) days after the Board received said notice. If unforeseen circumstances occur a period longer than ten (10) days shall be permitted to make the necessary deductions.
- E. On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, job titles and dates of employment for all such employees.

APPENDIX A

KITCHEN STAFF

<u>Years Exp.</u>	<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
1	\$ 7.13	\$ 7.28	\$ 7.43	\$ 7.58
2	\$ 7.98	\$ 8.13	\$ 8.28	\$ 8.43
3	\$ 8.27	\$ 8.42	\$ 8.57	\$ 8.72
4	\$ 8.58	\$ 8.73	\$ 8.88	\$ 9.03
5	\$ 9.37	\$ 9.52	\$ 9.67	\$ 9.82

COOKS-IN-CHARGE

<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
\$10.18	\$10.43	\$10.68	\$10.93

CLASSROOM AIDES

<u>Years Exp.</u>	<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
1	\$ 8,507.	\$ 8,507.	\$ 9,060.	\$ 9,650.
2	\$ 8,507.	\$ 9,050.	\$ 9,638.	\$10,264.
3		\$ 9,595.	\$10,219.	\$10,883.
4	\$10,507.	\$10,095.	\$10,751.	\$11,450.
5		\$10,820.	\$11,523.	\$12,272.
6		\$11,400.	\$12,141.	\$12,930.
7		\$12,000.	\$12,780.	\$13,611.
8		\$12,500.	\$13,313.	\$14,178.
9		\$13,300.	\$14,165.	\$15,086.

BUS AIDES

<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
\$ 6.13	\$ 6.53	\$ 6.95	\$ 7.40

APPENDIX B

OFFICE PERSONNEL

<u>Years Exp.</u>	<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
1	\$10,677.	\$11,531.	\$12,453.	\$13,500.
2	\$11,152.	\$12,044.	\$13,008.	\$14,049.
3	\$11,607.	\$12,536.	\$13,539.	\$14,622.
4	\$12,066.	\$13,031.	\$14,073.	\$15,199.
5	\$12,523.	\$13,525.	\$14,607.	\$15,776.
6	\$12,676.	\$13,690.	\$14,785.	\$15,968.
7	\$12,827.	\$13,853.	\$14,961.	\$16,158.
8	\$12,981.	\$14,019.	\$15,141.	\$16,352.
9	\$13,134.	\$14,185.	\$15,320.	\$16,546.
10	\$13,363.	\$14,432.	\$15,587.	\$16,834.
11	\$14,890.	\$16,081.	\$17,367.	\$18,756.
12	\$15,654.	\$16,906.	\$18,258.	\$19,719.

APPENDIX C

CUSTODIANS

<u>Years Exp.</u>	<u>1991-92</u>	<u>1992-93</u>	<u>1993-94</u>	<u>1994-95</u>
1	\$11,998.	\$12,958.	\$13,995.	\$15,115.
2	\$12,720.	\$13,738.	\$14,837.	\$16,024.
3	\$13,442.	\$14,517.	\$15,678.	\$16,932.
4	\$14,165.	\$15,298.	\$16,522.	\$17,844.
5	\$14,887.	\$16,078.	\$17,364.	\$18,753.
6	\$15,616.	\$16,865.	\$18,214.	\$19,671.
7	\$16,335.	\$17,642.	\$19,053.	\$20,577.
8	\$17,054.	\$18,418.	\$19,891.	\$21,482.
9	\$17,874.	\$19,304.	\$20,848.	\$22,516.

ARTICLE XV - DURATION

This agreement shall commence effective July 1, 1992 and continue into effect until June 30, 1995.

For The Association:

James E. Robbins
President

Margaret J. ...
Secretary

For The Board of Education:

Mary C. Carmichael
President

Frank A. ...
Secretary