

Contract no. 1677

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AGREEMENT

LIBRARY
INSTITUTE OF MANAGEMENT
AND LABOR RELATIONS

OCT 28 1992

RUTGERS UNIVERSITY

between

ROSELLE PARK BOARD OF EDUCATION,
UNION COUNTY, NEW JERSEY

and

ROSELLE PARK EDUCATION ASSOCIATION
(CUSTODIAL & MAINTENANCE UNIT)

JULY 1, 1990 through JUNE 30, 1993

RUDERMAN & GLICKMAN, P.C.
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ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Association during the lifetime of this Agreement as the exclusive representative for collective negotiations concerning the terms and conditions of employment of custodial and maintenance personnel as described in the within contract, but expressly excluding therefrom the following: Head Custodian, Director of Plant Operations, Supervisor of Custodial and Maintenance Personnel, and all other employees of the Board.

B. It is acknowledged by the parties that all personnel covered under this contract are employed on a twelve (12) month basis, or are full-time employees working twenty (20) hours or more per week and for more than four (4) consecutive months.

C. Unless otherwise indicated, the term "employee" when used herein shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

ARTICLE II

NEGOTIATION PROCEDURE

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employees' employment. The Association will submit its total contract provisions no later than November 15 of the year preceding the expiration date of the Agreement, and the Board shall respond no later than December 5 next, and negotiations shall commence no later than December 15.

B. The Board reserves the right to present proposals of its own as counterproposals to those presented by the Association. Such proposals shall be presented to the Association in writing by December 5 as set forth above. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board. The signature of the Association on the Agreement shall be pursuant to authorization received from the membership; and the Association shall notify the Board in writing when the Agreement has been ratified by the membership. The parties agree to be bound by the provisions of the rules and regulations of the Public Employment Relations Commission as the same affect Negotiation Procedures.

C. After total proposals have been exchanged by the parties, the Board and the Association shall present relevant data, exchange points of view, and make counterproposals. The Board agrees to furnish to the Association, in response to requests made by the Association, public information and data concerning the Roselle Park School District, which the Association may require in connection with negotiations, to the extent that such data, under Board applicable policies, may be released. Nothing herein contained shall impose any obligation on the part of the Board to disclose any information which may be classified according to law as privileged and/or confidential.

D. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with any necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations. Nothing herein contained shall be construed as a delegation of the authority of the Board.

E. It is understood by all parties that the Board and the Association expressly agree that negotiations will be conducted without the use of pressure tactics. The parties also agree that during the period of negotiation, the only publicity accorded the negotiation by the parties will consist of a joint press release or, in the event the parties are unable to agree upon wording, a

joint press release stating that "no progress has been made", unless an impasse has been declared to exist to which both parties agree. This does not preclude both parties reporting back to their respective memberships.

ARTICLE III

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Association and its representatives shall be permitted to transact official Association business on school property and hold meetings, provided that this shall not interfere with or interrupt normal school operations, and provided further that twenty-four (24) hours advance notice of said Association meeting is given to the Superintendent of Schools and that approval of the Superintendent is obtained for the Association's meeting.

B. The Board agrees to place a bulletin board in the Custodian's room in each school and the maintenance building on which the notices of the Association may be posted.

C. No meeting shall be scheduled so as to conflict with other meetings scheduled by the Superintendent and the Principal.

D. The Association President or designee may have the privilege to use school equipment, including typewriters and copying machines, provided such equipment is not needed for any other school purpose. The Association shall pay for the costs of all materials and supplies incident to such use and assume liability for any damage to any equipment occurring during their use. Approval of the Principal is necessary before school property may be used as stated above.

E. The Association shall have the right to use inter-school mail facilities and school mailboxes.

F. The rights and privileges of the Association and its representatives, as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the employees and to no other organization.

G. An Association representative may speak to the employees for up to fifteen (15) minutes at the end of any full staff meeting called by the employees' supervisors.

ARTICLE IV

ASSOCIATION RESPONSIBILITIES

A. The Association shall be responsible for acquainting its members with the provisions of this Agreement, and shall take all reasonable steps to insure the adherence to the provisions of this Agreement by its members during the life of this Agreement.

B. It is the responsibility of personnel covered in Article I to carry out administrative directions and regulations required by Board policy, subject to the understanding that the Grievance Procedure shall be available under the terms specified in this Agreement if it is felt any such regulation is in conflict with the express terms of this Agreement.

ARTICLE V

BOARD RIGHTS AND RESPONSIBILITIES

A. The Board hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and the Constitution of the State of New Jersey and of the United States, including, but without limiting the generality of the foregoing, the following rights:

1. The management and administrative control of the operation of the school district and its properties and facilities and activities of its employees;
2. To hire all employees and to determine their qualifications and condition for continued employment;
3. To suspend, demote, discharge, or take other disciplinary action for good and just cause;
4. To determine the methods, means, and personnel by which the district operations are conducted;
5. To determine the content of job qualifications and duties;
6. To take all necessary actions to carry out its responsibilities in the conduct of regular business.

B. The exercise of the foregoing powers, rights, authority, duties, and responsibilities of the Board, the adoption of policies, rules, regulations and practices in furtherance

thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms thereof are in conformance with the Constitution and laws of New Jersey and of the United States.

C. Nothing contained herein shall be construed to deny or restrict the Board of its rights, responsibilities, and authority under R.S. 18:A, School Laws of New Jersey, or any other national, state or county district, or local laws or regulations.

ARTICLE VI

SEPARABILITY AND SAVINGS

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 provisions or applications shall continue in full force and effect.

ARTICLE VII

FULLY-BARGAINED PROVISIONS

A. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

ARTICLE VIII

MAINTENANCE OF WORK OPERATIONS

A. During the life of this Agreement, there shall be no strikes and no lockouts.

ARTICLE IX

GRIEVANCE PROCEDURES

A. Definition. The term "grievance" as used herein means a claim by an individual employee or the Association on behalf of an individual employee or group of employees, from the interpretation, application, or violation of policies, agreements, and administrative decisions affecting them.

B. Purpose.

1. The purpose of the grievance procedure is to secure, at the lowest possible level, equitable solutions to alleged violations of this Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement.

C. Procedure. Except as is otherwise provided by law, any individual member of the staff shall have the right to process a grievance affecting him through administrative channels.

He shall have the right to present his own appeal or designate a representative of the Association to appear with him at any step of the appeal.

1. Any employee who has a grievance shall within fifteen (15) work days of its occurrence discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) work days, he shall set forth his grievance in writing to the Business Administrator.

3. The Business Administrator shall communicate his decision to the employee in writing within five (5) work days of receipt of the written grievance.

4. If the matter is not resolved by the Business Administrator's determination, then within five (5) work days from said determination, the employee shall submit the grievance to the Superintendent of Schools in writing specifying:

- a. the nature of the grievance;
- b. the results of previous discussion;
- c. the basis of his dissatisfaction with the determination.

5. A copy of the writing called for in Paragraph 4 above is to be submitted to the Business Administrator and to the immediate superior of the aggrieved employee.

6. Within ten (10) work days from the receipt of the written grievance, the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.

7. Within ten (10) work days of the said hearing, the Superintendent shall tender his decision, in writing, to the employee and advise the employee and his representative, if there be one, of this determination.

8. In the event of the failure of the Superintendent to act in accordance with the provisions of paragraphs 6 and 7, or in the event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by either party, the dissatisfied party, within ten (10) work days of the determination by him, may appeal to the Board.

9. Where an appeal is taken to the Board, there shall be submitted by the appellant the following: the writing set forth in paragraphs 4 and 7, and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be submitted to the Superintendent and other adverse party.

10. The Board will conduct a meeting on the grievance within thirty (30) calendar days after receipt of the appeal from the grievant and will render its decision within fifteen (15) calendar days after such a meeting on the grievance. The grievant may have a representative with her/him at the meeting on the grievance and such conference shall be limited to a review of the data and other materials and arguments made at the preceding steps of the grievance procedure. The grievant and/or her/his representative may make a statement to the Board. However, no

witnesses or new materials or testimony may be introduced at the conference.

11. Grievances that relate to contractual clauses covering terms and conditions of employment, which are not resolved to the satisfaction of the employee or the Association after review by the Board, may, at the discretion of the employee or the Association, be submitted to binding arbitration; except that disputes concerning terms and conditions of the employment which are specifically delegated to an administrative agency or court by statute, court decision, or state or federal regulations, may not be submitted beyond the Board level. All other grievances, which are not related to the Contract, will terminate at the Board level of the procedure.

12. The aggrieved employee has ten (10) working days after the Board's decision in which to request arbitration pursuant to rules and regulations established by the Public Employment Relations Commission. Failure to file within said time shall constitute a bar to such arbitration, unless the aggrieved employee and the Board shall mutually agree upon a longer period of time within which to assert such a demand.

13. In the event the aggrieved employee elects thereafter to pursue a review by the County Superintendent, Commission of Education, or other agency as provided by State Statute, the arbitration hearing shall be cancelled and the matter withdrawn. The Association shall pay whatever cost may

have been incurred in processing the arbitration case. In pursuing a case to arbitration, the aggrieved employee and the Association waive any other legal remedy which they may have.

14. The arbitrator's decision shall be in writing and shall set forth her/his reasons and conclusions on the issue or issues submitted. The arbitrator's decision shall be submitted to the Board and the Association and shall be final and binding on the parties.

15. a. The parties direct the arbitrator to decide, as a preliminary question, whether she/he has jurisdiction under the provisions of Article IX to hear and decide the matter in dispute.

b. The arbitrator shall be bound by the provisions of this Agreement and the Constitution and Laws of the State of New Jersey, and be restricted to the application of the facts presented to him involved in the grievance. The arbitrator shall not have the authority to add to, modify, detract from or alter in any way the provisions of this Agreement or any amendment or supplement thereto.

16. In the event of arbitration, the cost of the arbitrator's services shall be shared equally by the Board and the aggrieved employee, or if represented by the Association, by the Board and the Association. All other expenses incurred in connection with the arbitration shall be paid by the party incurring same.

17. Since it is important that the grievances be processed as rapidly as possible, the number of days indicated at each level shall be considered as a maximum and every effort shall be made to expedite the process. The time limit specified may, however, be extended by mutual consent.

18. In the event the grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, it shall be suspended the last day of the school year and commenced on the first day of the following school year.

19. Pending determination of a grievance or in any dispute between employees and the Board, the grievant and all employees shall continue to perform their duties under the direction of the Superintendent until the grievance is settled and decided.

ARTICLE X

EMPLOYEE RIGHTS

A. Pursuant to Chapter 123, Public Laws of 1974, the Board and the Association hereby agree that every employee of the Board shall have the right freely to organize, join and support the duly elected Association and its affiliates for the purpose of engaging in collective negotiations or to refrain from any such activity. The parties undertake and agree that they shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws of 1974, or other laws of New Jersey or the Constitutions of New Jersey or the United States, and they shall not discriminate against any employee because of his participation or lack of participation in any activities of the Association and its affiliates.

B. All employees shall have a right to propose a policy or policies and/or administrative procedure or procedures through administrative channels.

C. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to the employees hereunder shall be in accordance with law.

D. 1. Whenever any employee is scheduled to appear before a representative of the Board concerning a matter which may

adversely affect the employee in his/her position, the employee will receive within ten (10) work days a written notice of the charge or charges, if any, so that he/she may have an opportunity to study the charges; and if he/she desires, have a representative of the Association present at any meeting scheduled to discuss the matter.

2. The above provision shall not apply to verbal warnings and/or emergency suspensions. However, in the case of a verbal warning and/or emergency suspension, the employee, if he/she so desires and notifies the Board in writing within ten (10) work days after the verbal warning and/or emergency suspension, shall have the opportunity to appear before the Board or its designee, concerning the matter, and shall have the right to have a representative of the Association present at such meetings.

E. No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause.

ARTICLE XI

WORK SCHEDULE

A. Final determination of the school calendar shall be made by the Board upon the recommendation of the Superintendent. The calendar shall be appended to this Agreement.

B. Substantive changes in the school calendar affecting scheduled vacation periods will be made by the Board upon the recommendation of the Superintendent after consultation with the Association. However, the final determination rests with the Board.

C. The normal work week shall consist of forty (40) hours per week, eight (8) hours per day, exclusive of an unpaid thirty (30) minute lunch period, five (5) consecutive days per week.

D. The establishment of staggered shifts, starting and stopping times of each shift, the time for the scheduled lunch break, and any and all other provisions of the work schedule shall be determined by the Board, which is consistent with past practice.

E. Overtime will be paid on all hours worked beyond the regular forty (40) hour work week at the rate of one and one-half (1 1/2) times the employee's regular base rate of pay.

F. When an employee is called in on a scheduled day off, he will be guaranteed pay for a minimum of three (3) hours.

G. 1. All work performed on a holiday shall be paid at the rate of two (2) times the employee's straight hourly rate of

pay for a minimum of four (4) hours, plus the employee's regular day's pay.

2. All work performed on a Sunday shall be paid at the rate of two (2) times the employee's straight hourly rate of pay for a minimum of three (3) hours.

H. During July and August, the regular work shift shall be a ten (10) hour day, exclusive of an unpaid thirty (30) minute lunch period, four (4) consecutive days per week between and including Monday through Friday (excluding Saturday and Sunday). The ten (10) hour shift shall not start earlier than 6:00 a.m. and end no later than 1:00 a.m. the following day. Any day off during this period will be charged at ten (10) hours or one and one-quarter (1 1/4) days.

ARTICLE XII

HOLIDAYS

A. The Board will establish and grant to the employees thirteen and one-half (13 1/2) holidays per year as follows:

President's Day*	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve Day (1/2 day)
July 4th	Christmas Day
Labor Day	Day after Christmas
Columbus Day*	New Year's Eve
Veteran's Day*	New Year's Day

*The Board may replace any or all of these holidays with floating holidays to be specified by the Board by May 1st of each year.

B. In the event a holiday shall fall on a Saturday or Sunday, it shall be celebrated on a day selected at the discretion of the Board.

C. In the event a holiday falls during an employee's vacation period, such employee shall receive an additional day's vacation.

D. In order to receive holiday pay, an employee must work the regularly scheduled work day before the holiday and the regularly scheduled work day after the holiday, unless he has been excused by his supervisor, or unless the absence was for just cause.

ARTICLE XIII

VACATIONS

A. Vacation time is accrued on the following basis:

<u>Years of Service</u>	<u>Vacation Days</u>
From date of hire through June 30 of that school year	1/2 day per month, not to exceed 5 days
Beginning July 1 of the 1st full school year of empl.	10 days
Beginning July 1 after the 5th full school year of empl.	15 days
Beginning July 1 after the 10th full school year of empl.	20 days

(Example No. 1: An employee hired August 1, 1990 is entitled to five (5) days vacation to be taken between July 1, 1991 and June 30, 1992).

(Example No. 2: An employee hired August 1, 1986 is entitled to ten (10) days vacation to be taken between July 1, 1991 and June 30, 1992).

(Example No. 3: An employee hired August 1, 1985 is entitled to fifteen (15) days vacation to be taken between July 1, 1991 and June 30, 1992).

B. Monetary accrual for vacation time is not paid if the employee leaves during the first year of employment. After the first, year, payment will be at the discretion of the Board.

C. Accrued vacation will be paid to employees who retire during the school year.

D. Vacation scheduling shall be handled in accordance with the following procedure:

1. All vacation requests are subject to approval by the Director of Plant Operations.

2. Vacation requests submitted to the administrative staff prior to May 1 shall be honored on a seniority basis. Vacation requests submitted after May 1 shall be scheduled, at the discretion of the Board, on a first-come-first-served basis.

3. During the school year, only one (1) employee at a time may be allowed vacation during any given week.

4. Vacations will not be granted during the week prior to school opening or during the first week of school.

5. Vacations before or after a scheduled holiday shall require the specific approval of the Secretary/Business Administrator or his designee.

6. Vacations shall normally be taken during the months of July and August and school recess periods.

7. All vacations must be taken during the year immediately following accrual. If the employee requests vacation time but is denied and/or is unable to take said vacation time due to Board business, he/she shall have the option of receiving pay for said accrued but unused vacation time at the end of the school year or accruing said vacation time into the next succeeding year. If the employee selects the option of accruing

said vacation time into the next succeeding school year, he/she must be granted said vacation time during that school year.

8. Except under extenuating circumstances, the above policy will be strictly adhered to.

ARTICLE XIV

SALARIES

A. 1. Starting salaries for all employees are listed in Schedule A attached hereto.

2. Effective July 1, 1990, all bargaining unit employees shall receive the salaries as listed in Schedule B attached hereto.

3. Effective July 1, 1991, all bargaining unit employees shall receive the salaries as listed in Schedule C attached hereto.

4. Effective July 1, 1992, the bargaining unit shall receive an increase equal to the percentage increase negotiated with the Roselle Park Education Association teachers' bargaining unit. A salary guide shall be mutually developed and agreed upon based upon this additional percentage increase.

B. Upon written authorization of the employee, the Board shall deduct from the paychecks of the employees and shall make deposits to the Union County Teachers Federal Credit Union and the tax sheltered annuity programs.

C. 1. A shift differential of Five Hundred (\$500.00) Dollars per year, pro-rated each month for the ten (10) months that school is in session, shall be paid for the life of the Contract for any eight (8) hour shift which ends between the hours of 9:00 p.m. and 2:00 a.m.

2. A shift differential of Twelve hundred (\$1,200.00) Dollars per year, pro-rated each month for the ten (10) months that school is in session, shall be paid for the life of the Contract for any shift which ends after 2:00 a.m. and before 8:00 a.m.

D. 1. The Board will pay the yearly fee for a boiler's license and require all full-time custodial and maintenance personnel to acquire said license.

2. Any present staff member as of October 30, 1990 obtaining a boiler's license during the term of the contract will be paid \$300.00 (a one-time payment).

3. Any new staff member without a boiler's license shall be hired at a rate of three hundred (\$300.00) dollars below the negotiated starting salary. Upon obtaining a boiler's license, said employee shall receive a three hundred (\$300.00) dollar pay increase to be made a permanent part of his salary. So long as an employee is without a boiler's license his salary shall remain at a rate of three hundred (\$300.00) dollars less than his or her negotiated salary.

ARTICLE XV

TEMPORARY LEAVES OF ABSENCE

A. Illness.

1. Each employee shall be allowed sick leave with full pay for a minimum of ten (10) days in any one (1) school year. All unused sick leave shall be accumulative to be used for additional sick leave as needed in subsequent years.

2. A doctor's certificate shall be required for any illness of four (4) or more successive days for which accumulative leave is used, and may be required by the Superintendent for any illness.

B. Extended Illness. In the event of extended illness, the Board of Education, on the recommendation of the Superintendent, may give special consideration and make whatever adjustment appears desirable.

C. Death in the Immediate Family. Each employee may be granted by the Superintendent a maximum of five (5) consecutive days leave commencing some time between the day of death and the day of the funeral. "Immediate family" is interpreted to mean spouse, parents, grandparents, parent-in-law, sibling, child or other relative residing in the employee's household.

D. Death Not in the Immediate Family. In the case of deaths not in the immediate family, but because of which an employee is required by circumstances to be absent, the Superintendent shall present the facts regarding such absence,

and the Board of Education may, at its discretion, grant leave to a maximum of five (5) days.

E. Death of Near Relatives. In all cases of death of near relatives, employees shall be granted leave of absence for one (1) day to attend the funeral, provided that such absence is approved by the Superintendent in advance.

F. Personal Business.

1. Every year each employee may be granted three (3) days of leave for personal business, subject to written request three (3) days in advance, except in unusual situations, and approved by the Superintendent of Schools. Such leave may not be requested on the days immediately before or immediately after a holiday or school vacation, or on a Monday or Friday unless the leave is for religious observance or in the event of any unusual situation. The Board of Education, on the recommendation of the Superintendent, may give special consideration and make whatever adjustment seems desirable. Documentary evidence of the reason for such absence immediately before or immediately after a holiday or school vacation, or Monday or Friday, may be requested by the Superintendent of Schools or the Superintendent's designee in writing prior to the taking of the personal day and prior to the Superintendent's approval, except in emergency situations.

2. "Personal business" is interpreted as religious holiday and other personal matters of such emergency nature as cannot be accomplished outside of school hours.

3. Leave without pay will be granted for religious observance if all available personal business leave time has been used.

4. On June 30 of each year, unused personal days will be converted to sick leave days commencing with the following school year. A separate accounting of these days will be maintained, and they will be accumulative. An employee must exhaust accumulate regular (ten [10] days per year) sick leave before drawing upon converted personal days.

G. Special Cases. In the event of any unusual situation, the Board of Education, upon the recommendation of the Superintendent, may give special consideration and make whatever adjustment seems desirable.

H. Deductions. In the event an employee is absent beyond the leave granted above, for each day's absence, a deduction shall be made based upon the number of hours in the employee's work day multiplied by his hourly rate (hourly rate is defined as the yearly salary divided by 2,080).

I. Each employee may use up to two (2) days sick leave per year to care for an ill member of the employee's immediate family. "Immediate family" shall be defined as in Section C of this Article.

ARTICLE XVI

EXTENDED LEAVES OF ABSENCE

A. Any pregnant employee may apply for a leave of absence without pay, except as provided in Section 8 below. Upon request, such leave shall be granted prior to the anticipated date of birth and continue for a reasonable period of time to a specific date following birth.

1. Maternity leave shall be granted subject to the following conditions:

a. An employee shall request such leave as far in advance as is reasonable, but in no event less than ninety (90) days to its commencement.

b. A request for maternity leave shall include a statement from a physician confirming the pregnancy and anticipated date of birth.

c. Exact dates of the leave will be arranged, if possible, to coincide with summer or winter recess. Where medically contra-indicated, the parties shall arrange other leave dates in consideration of both medical evidence and administrative feasibility.

d. A statement from a physician certifying that the employee is physically able to return to duty shall be furnished to the Board before an employee is permitted to return from maternity leave.

2. An employee's return date to employment shall be extended for a reasonable period of time at her request for reasons associated with pregnancy, birth or other related causes.

3. Any employee planning to adopt a pre-school child which will necessitate an eventual maternity leave, shall advise the Superintendent as soon as practicable prior to assuming the custody of the child. Any request for maternity leave shall be submitted by the employee to the Superintendent.

4. The time spent on maternity leave shall not count toward seniority.

5. No employee shall be removed from her duties during pregnancy, except upon one of the following:

a. The Board has found her performance has substantially declined from the time immediately prior to her pregnancy.

b. Her physical condition or capacity is such that her health would be impaired if she were to continue working, and which physical capacity shall be deemed to exist if:

1. The pregnant employee fails to produce a certification from her physician that she is medically able to continue working, or

2. The Board's physician and the employee's physician agree that she cannot continue working, or

3. Following any difference of medical opinion between the Board's physician and the employee's

physician, a physician selected jointly by the Board and the employee shall render a binding opinion on the physical capacity to continue working. The expense of any examination by an impartial third physician under this paragraph shall be shared equally by the employee and the Board.

c. Any other just cause.

6. If an employee desires, she may use her accumulated sick leave for the period of her disability related to her pregnancy and childbirth and receive full pay and benefits for said period or until she has exhausted her sick leave. The period of disability for the purpose of this Section shall be defined as the period commencing one (1) month before the anticipated delivery date and ending one (1) month after the actual delivery or such other period of actual disability as shall be certified to the Board by the employee's physician.

7. The Board agrees to continue benefit coverage for employees on extended sick leave after accumulated sick days have been exhausted and beyond the period that the insurance company already provides. Coverage will continue for a minimum of six (6) months. Repayment of these premiums will be made by the employee at a mutually agreeable rate upon the employee's return to active employment. In case of death of the employee, the Board will absorb the cost. Should the employee accept employment elsewhere, he/she shall be responsible for reimbursement to the Board of Education.

ARTICLE XVII

HEALTH INSURANCE

A. The Board shall continue to make available to each employee individual and family coverage under the New Jersey Public and School Employees' Health Benefits Plan, including Rider "J".

B. 1. The Board shall pay the full premium for each employee and the family plan insurance coverage provided under the New Jersey Public and School Employees' Health Benefits Plan and Rider "J". Any rate increases that occur during 1990-91 and 1991-92 of the contract shall be borne by the Board.

2. Effective July 1, 1992, the Board shall pay the same proportionate share of the premium for each employee and the family plan insurance coverage provided under the New Jersey Public and School Employee's Health Benefits Plan and Rider "J" as the Board agrees to pay for members of the Roselle Park Education Association teachers' bargaining unit.

C. 1. The Board shall pay one hundred (100%) percent of the annual premiums covering the continuation of the present dental insurance plan during the 1990-91 and 1991-92 school years.

2. Effective July 1, 1992, the Board shall pay the same proportionate cost towards the annual premium of the present dental insurance coverage as the Board pays for the Roselle Park Education Association teachers' bargaining unit.

3. Either party, prior to January 1st of each year, may request a change in the present dental insurance coverage. The party requesting the change must submit to the other party all the necessary facts and figures to determine the costs and benefits of the newly proposed dental insurance coverage plan. The parties may mutually agree to change the dental insurance coverage plan or benefits. If the parties cannot agree on the proposed dental insurance coverage plan, the present dental insurance coverage plan shall remain in effect.

D. If available, the Board shall provide each employee with a written description of the insurance coverage at the beginning of each school year.

E. The Board shall have the right to change insurance carriers so long as there is no diminution of benefits. Prior to implementing any such change, the Board agrees to notify the Association of said proposed change. The Association shall be permitted to make suggestions regarding said proposed change.

ARTICLE XVIII

UNIFORMS

A. Effective September 1st of each year, the Board of Education will provide each member of this unit with the following:

1. Uniforms - three (3) uniforms per year which must be worn at all times when on duty.

2. Steel tip shoes - one (1) pair of steel tip work shoes each year which must be worn at all times when on duty. Maximum allowance per year for purchase of shoes will be eighty (\$80.00) dollars. A receipt of purchase must be submitted for reimbursement.

3. Winter jackets - one (1) winter jacket per employee will be purchased by the Board during the summer of each even numbered calendar year.

B. Uniforms will remain the property of the Board if an employee should resign.

C. The Board will make an adequate supply of safety goggles and foul weather gear available to custodians for the performance of their duties.

D. Allowance for additional clothing apart from the above will be at the discretion of the School Business Administrator based on need.

E. Uniforms are to be worn at all times while on duty. Each employee is accountable for their uniforms. Any employee to

whom uniforms have been issued who does not come to work in a proper uniform may be subject to disciplinary action.

ARTICLE XIX

PROFESSIONAL DEVELOPMENT

A. Employees may apply for tuition reimbursement for courses under the following circumstances:

1. The courses are subject to advance approval by the Superintendent and Business Administrator.

2. The courses must be directly connected to the custodian's maintenance field.

3. The employee must furnish proof to the Superintendent of satisfactory completion of the courses and the proof of payment to qualify for reimbursement.

4. The maximum cost for which an employee may be reimbursed under this Article shall not exceed three hundred (\$300.00) per year.

B. The maximum total Board expenditure under this Article will be three thousand (\$3,000.00) dollars per year.

C. Payment will be made on a first-come-first-served basis in accordance with procedures established by the Superintendent.

D. At mid year and after all requests for spring semester courses have been submitted and approved, the Board may utilize up to fifty (50%) percent of the remaining money allotted for professional development for in-service or other training.

ARTICLE XX

DUES DEDUCTION AND AGENCY SHOP

A. The Board agrees to deduct from the salaries of its employees subject to this Agreement dues for the Association. Such deductions shall be made in compliance with N.J.S.A. (R.S.) 52:14-15.9e, as amended, and in compliance with the Rules and Regulations of the New Jersey State Board of Education.

B. Dues deduction shall commence for each employee who signs a properly dated authorization form supplied by the Association and verified by the Board Secretary in accordance with the regulations of the New Jersey Department of Education.

C. If during the life of this Agreement there shall be any change in the rate of membership dues, the Association shall furnish the Board official written notice thirty (30) days prior to the effective date of such change.

D. Any such written authorization may be withdrawn at any time by the filing of notice of such withdrawal with the Board Secretary. The filing of notice of withdrawal shall be effective to halt deductions in accordance with N.J.S.A. 52:14-15.9e, as amended.

E. The Board agrees to deduct the fair share fee from the earnings of those employees who elect not to become members of the Association, and transmit the fee to the majority representative.

F. The deduction shall commence for each employee who elects not to become a member of the Association during the month following written notice from the Association of the amount of the fair share assessment.

G. The fair share fee for services rendered by the Association shall be in an amount equal to the regular membership dues, initiation fees and assessments of the Association, less the cost of benefits financed through the dues and available only to members of the Association, but in no event shall the fee exceed the maximum percent of the regular membership dues, fees and assessments as provided by law.

H. Except as otherwise provided in this Article, the mechanics for the deduction of the 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. The Association will provide the necessary "check-off authorization" forms, and the Association will secure the signatures of its members on the forms and deliver the signed forms to the Board Secretary.

I. The sum representing the fair share fee shall not reflect the costs of financial support of political causes or candidates, except to the extent that it is necessary for the Association to engage in lobbying activity designed to foster its policy goals in collective negotiations and contract administration, and to secure for the employees it represents

advances in wages, hours and other conditions of employment which ordinarily cannot be secured through collective negotiations with the Board.

J. The Association shall make available upon request the information necessary to compute the fair share fee for services enumerated above.

K. The Association shall establish and maintain a procedure whereby any employee can challenge the assessment as computed by the Association. This appeal procedure shall in no way involve the Board or require the Board to take any action other than to hold the fee in escrow pending resolution of the appeal.

L. The Association shall indemnify, defend, and save the Board harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization forms or the fair share assessment information as furnished by the Association to the Board, or in reliance upon the official written notification advising of such changed deduction. The Board will give the Association timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this paragraph and will furnish the Association with necessary information.

M. The Association is required under this Agreement to represent all of the employees in the bargaining unit fairly and equally without regard to Association membership. The terms of

this Agreement have been made for all employees in the bargaining unit, and not only for members of the Association. This Agreement has been executed by the Board after it has satisfied itself that the Association is a proper majority representative.

ARTICLE XXI

NON-DISCRIMINATION

The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees, or on the application or administration of this Agreement on the basis of race, sex, creed, color, religion, national origin, domicile, marital status, age, or handicap.

ARTICLE XXII

SENIORITY

A. Seniority for the purpose of this Article shall be based upon the employee's most recent continuous length of service with the Board.

B. All employees are hired for a fixed term, one year contract basis.

C. All employees shall be considered probationary employees for the first six (6) months of their employment. Probationary employees may be disciplined or terminated at any time for any reason whatsoever at the sole discretion of the Board, and they shall not be entitled to utilize the provisions of the grievance procedure. Upon completion of such probationary period, their seniority will be dated as of the date of the commencement of their employment. In the event that two (2) employees commence their employment on the same date, their respective seniority shall be determined by the alphabetical order of their last names, and if their last names are the same, then by the alphabetical order of their first names.

D. An employee's seniority shall cease and his employee status shall terminate for any of the following reasons:

1. Resignation or retirement.
2. Discharge for cause or failure of the Board to re-appoint.

3. Continuous layoff for a period exceeding six (6) months.

4. Failure to report to work for a period of two (2) consecutive scheduled working days without notification to the Director of Plant Operations of a justifiable excuse for such absence.

5. Failure to report back to work immediately upon expiration of vacation, leave of absence or any renewal thereof, unless failure to return to work is excused by the Secretary/Business Administrator or his designee.

6. Conviction of an offense for which a sentence of imprisonment in excess of a term of three (3) months is authorized by the New Jersey Criminal Code.

7. Failure to acquire a black seal boiler license within two (2) years of his initial employment. (Discretionary.)

8. Falsification of sign-in or sign-out record.

E. When the Board decides to reduce the number of employees in any particular job title, irrespective of the school to which the employee is assigned, the employee or employees in such job title with the least seniority shall be laid off first.

F. Vacancies. When a vacancy occurs in a position within the bargaining unit, whether that position is an existing one or a newly established one, the vacancy shall be announced by the posting of a notice identifying the vacancy on appropriate bulletin boards for a period of seven (7) calendar days.

Interested employees may apply for the vacant position by indicating their interest in writing to the Secretary/Business Administrator within the time limit specified in the posting.

G. Each employee who is promoted shall serve a probationary period of six (6) months in his new post. The probationary period shall be extended so as to include the summer months in each case where in the summer months are not included within the six (6) month probationary period. The probationary period for purposes of this paragraph shall relate solely to the performance of the employee in the position to which he is promoted. In all other respects the employee shall retain all rights accrued under this Agreement. An employee who does not satisfactorily complete his probationary period in a job to which he was promoted shall retain his seniority and bumping rights to all lower rated jobs for which he is qualified.

H. 1. Overtime at each school shall be distributed on a fair and equitable basis.

2. In the event that all employees who are offered a particular overtime assignment decline to accept that assignment, the least senior employee who was offered the assignment shall be obligated to accept it. Refusal to accept such an assignment may be grounds for discipline.

I. Temporary or part-time help employed by the Board shall not be subject to the provisions of this Agreement, and shall not acquire any rights hereunder.

J. In addition to the seniority rights set forth above, employees in higher rated job categories (based upon salary categories), who would be laid off because of reductions, may exercise seniority rights and transfer to lower rated jobs so long as they have greater seniority in the district than those persons they would replace. However, if the person is unable to perform the job, or is unqualified, then the employee shall not have such seniority rights.

ARTICLE XXIII

MISCELLANEOUS PROVISIONS

A. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the 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.

B. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party will do so by registered letter at the following addresses:

1. If by the Association, to the Board at:

Roselle Park Board of Education
500 Larch Street
Roselle Park, New Jersey 07204

or at such other address as designated by the Board.

2. If by the Board, to the Association at the legal residence of the president.

ARTICLE XXIV

CHANGE OF ASSIGNMENT

A. Custodial/maintenance personnel desirous of a change of assignment may request such consideration by writing a letter to the School Business Administrator, with a copy to the Director of Plant Operations.

ARTICLE XXV

ACCIDENTS

A. All employees are covered by Worker's Compensation Insurance. This insurance protects the employee for injuries incurred on the job.

B. Any employee who is injured, whether slight or severe, while working, should make an immediate report prior to the end of the shift thereof to the Business Administrator's office or the Director of Plant Operations. Failure to so report said injury may result in the failure of the employee to receive compensation under this Article.

C. The employee shall be required to present evidence by a certificate of a physician designated by the insurance carrier that he is unable to work, and the Board may reasonably require the employee to present such certificate from time to time.

D. If the Board does not accept the certificate of the physician designated by the insurance carrier, the Board shall have the right, at its own cost, to request the employee to obtain a physical examination and certification of fitness by a physician appointed by the Board. This Section is not intended to waive any other rights the Board may have under New Jersey Worker's Compensation statutes.

E. When regular salary is continued, weekly benefit payments received under the New Jersey Compensation Law must be turned over to the Board of Education.

ARTICLE XXVI

EVALUATION PROCEDURE

A. Each evaluation period will cover from July 1 through June 30.

B. During the evaluation period, two (2) formal written evaluations with a conference between the employee and the evaluator will be required for all employees. The purpose of the conference will be to identify strengths and any relative deficiencies, to extend assistance for their correction, and improved job competence.

C. Additional evaluations and/or conferences are optional and may be initiated by either the employee or the evaluator.

D. Three (3) copies of the evaluation form are to be completed.

E. Each employee shall be given a copy of his written evaluation at least one (1) day prior to the scheduled conference.

F. Following the conference, the original copy of the completed evaluation form with all signatures will be forwarded to the Business Administrator's office. One copy will be retained by the evaluator.

G. New employees will be evaluated on a monthly basis for the six (6) month probationary period of employment.

H. The Board shall have the right, at the Board's expense, to require an employee to attend courses, training sessions, etc., during the work day.

I. The signature of an employee on the evaluation report does not indicate agreement per se. Employees retain the right to submit a rebuttal within thirty (30) days of the evaluation conference and/or file grievances where appropriate.

ARTICLE XXVII

DURATION OF AGREEMENT

This Agreement shall be in full force and effect as of July 1, 1990 through June 30, 1993.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals affixed hereto.

ROSELLE PARK BOARD
OF EDUCATION

ROSELLE PARK EDUCATION
EDUCATION ASSOCIATION

BY: _____
President

BY: _____
President

ATTEST:

ATTEST:

BY: _____
Secretary

BY: _____
Secretary

10/26/90

CUSTODIAL/MAINTENANCE SALARY AGREEMENT

EMPLOYEES CUSTODIAL	1989-90 SALARY	ADJ.	TOTAL ADJ	INCREMENT	TOTAL INCREMENT	1990-91 SALARY
4	\$16,500	\$1,300	\$5,200	\$1,200	\$4,800	\$19,000
1	\$16,828	\$972	\$972	\$1,300	\$1,300	\$19,100
2	\$17,082	\$718	\$1,436	\$1,300	\$2,600	\$19,100
3	\$17,266	\$534	\$1,602	\$1,325	\$3,975	\$19,125
1	\$19,243			\$1,600	\$1,600	\$20,843
1	\$19,424			\$1,600	\$1,600	\$21,024
1	\$19,904			\$1,600	\$1,600	\$21,504
1	\$24,052			\$1,700	\$1,700	\$25,752
1	\$25,742			\$1,700	\$1,700	\$27,442
1	\$27,193			\$1,700	\$1,700	\$28,893
1	\$27,688			\$1,700	\$1,700	\$29,388
1	\$33,140			\$1,750	\$1,750	\$34,890
<hr/>						
SUB-TOTAL	365176		\$9,210		\$26,025	400411
MAINTENANCE						
1	\$20,500			\$1,725	\$1,725	\$22,225
1	\$25,000			\$1,725	\$1,725	\$26,725
1	\$25,179			\$1,725	\$1,725	\$26,904
1	\$30,846			\$1,850	\$1,850	\$32,696
1	\$32,841			\$1,850	\$1,850	\$34,691
<hr/>						
SUB-TOTAL	\$134,366				\$8,875	\$143,241
TOTAL	\$499,542		\$9,210		\$34,900	\$543,652

EMPLOYEES CUSTODIAL	1990-91 SALARY	ADJ	TOTAL ADJ	INCREMENT	TOTAL INCREMENT	1991-92 SALARY
4	\$19,000	\$750	\$3,000	\$1,101	\$4,404	\$20,851
3	\$19,100	\$750	\$2,250	\$1,101	\$3,303	\$20,951
3	\$19,125	\$750	\$2,250	\$1,101	\$3,303	\$20,976
1	\$20,943			\$1,851	\$1,851	\$22,694
1	\$21,024			\$1,851	\$1,851	\$22,875
1	\$21,504			\$1,851	\$1,851	\$23,355
1	\$25,752			\$1,851	\$1,851	\$27,603
1	\$27,442			\$1,851	\$1,851	\$29,293
1	\$28,893			\$1,851	\$1,851	\$30,744
1	\$29,388			\$1,851	\$1,851	\$31,239
1	\$34,890			\$1,851	\$1,851	\$36,741
<hr/>						
SUBTOTAL	\$400,411		\$7,500		\$25,818	\$433,729
MAINTENANCE						
1	\$22,225			\$2,101	\$2,101	\$24,326
1	\$26,725			\$2,101	\$2,101	\$28,826
1	\$26,904			\$2,101	\$2,101	\$29,005
1	\$32,696			\$2,101	\$2,101	\$34,797
1	\$34,691			\$2,101	\$2,101	\$36,792
<hr/>						
SUBTOTAL	\$143,241				\$10,505	\$153,746
TOTAL	\$543,652		\$7,500		\$36,323	\$587,475

SCHEDULE A
MINIMUM SALARIES

<u>Classification</u>	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
Custodian	\$18,500.00	\$19,500.00	To be determined
General Maintenance	22,000.00	23,500.00	" "
Skilled Maintenance	25,500.00	27,000.00	" "
Tradesman	28,500.00	30,000.00	" "

SCHEDULE B

1990-91 SALARIES

<u>Name</u>	<u>Classification</u>	<u>Salary</u>
Robert Barry	Custodian	\$ 19,125.
William T. Bell, Jr.	Custodian	19,000.
Joseph Churnick	Custodian	20,843.
Robert Dobbins	Custodian	19,000.
Mark Gillen	Custodian	19,000.
Thomas Giunta	Custodian	25,752.
Michael Gregory	Custodian	19,125.
Wayne Groppe	Custodian	29,388.
Randall Gumpert	Custodian	19,100.
John Hamas	Custodian	28,893.
Louis Lewczak	Custodian	21,504.
Jim McCormack	Custodian	19,100.
Raymond Parenteau	Custodian	19,100.
John Payesko	Custodian	21,024.
Ronald Searles	Custodian	34,890.
Julius Swirz	Custodian	27,442.
George Szollosi	Custodian	19,125.
Howard Zawadski	Custodian	19,000.
Carmine Albanese	Maintenance	34,691.
Walter Bogota	Maintenance	22,225.
Luis Briceno	Maintenance	26,725.
Clifford Dubasak	Maintenance	26,904.
John Walonis	Maintenance	32,696.

SCHEDULE C

1991-1992 SALARIES

<u>Name</u>	<u>Classification</u>	<u>Salary</u>
Robert Barry	Custodian	\$ 20,976.
William T. Bell, Jr.	Custodian	20,851.
Joseph Churnick	Custodian	22,694.
Robert Dobbins	Custodian	20,851.
Mark Gillen	Custodian	20,851.
Thomas Giunta	Custodian	27,603.
Michael Gregory	Custodian	20,976.
Wayne Groppé	Custodian	31,239.
Randall Gumpert	Custodian	20,951.
John Hamas	Custodian	30,744.
Louis Lewczak	Custodian	23,355.
Jim McCormack	Custodian	20,951.
Raymond Parenteau	Custodian	20,951.
John Payesko	Custodian	22,875.
Ronald Searles	Custodian	36,741.
Julius Swirz	Custodian	29,293.
George Szollosi	Custodian	20,976.
Howard Zawadski	Custodian	20,851.
Caraine Albanese	Maintenance	36,792.
Walter Bogota	Maintenance	24,326.
Luis Briceno	Maintenance	28,826.
Clifford Dubasak	Maintenance	29,005.
John Walonis	Maintenance	34,797.

SCHEDULE D

1992-93 SALARIES

Name

Classification

Salary

TO BE DETERMINED BASED ON THE RPEA 1992-93 PER CENT SETTLEMENT

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