

A G R E E M E N T

Between:

THE BOARD OF EDUCATION OF THE TOWNSHIP OF
MILLBURN, NEW JERSEY
and
LOCAL 1076 OF THE
COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

July 1, 1993 - June 30, 1996

INDEX

<u>Article</u>	<u>Contents</u>	<u>Page</u>
I	Purpose	1
II	Recognition	1
III	Union Security	2
IV	Dues Check-Off (Agency Shop)	2
V	Grievance Procedure	3
VI	Seniority	
	● Probation Period.	7
	● Seniority List.	7
	● Dismissal	7
	● Lay-Off	8
	● Job Posting	8
	● Promotion	9
	● Overtime Assignment	9
	● Temporary and Part-Time Employees	11
VII	Hours of Work	
	● Shift Schedules	12
	● Shift Differential Pay.	12
	● Snow Day Work	12
VIII	Wages	
	● Salary Schedules.	13
	● Salary Placement and Increases.	16
	● Temporary Transfers	16
	● Boiler Licensing.	17
IX	Vacations and Holidays	
	● Eligibility	17
	● Selection of Vacation Time.	18
	● Vacation Pay.	19
	● Holidays.	19
X	Overtime and Call-In Pay	
	● Work Week	20
	● Overtime Rates.	20
	● Call-in Pay	20

A G R E E M E N T

This Agreement made and entered into this 27th day of September, 1993 between the BOARD OF EDUCATION OF THE TOWNSHIP OF MILLBURN (hereinafter called the "Board"), located at 434 Millburn Avenue, Millburn, New Jersey 07041, and COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereinafter called the "Union"), located at 1030 St. Georges Avenue, Avenel, New Jersey 07001:

ARTICLE I - PURPOSE

The Board and the Union have entered into this Agreement for the purpose of establishing conditions under which employees, as hereinafter defined, shall be employed to work for the Board and procedures for the presentation and resolution of grievances, and for the purpose of regulating the mutual relations between the Board and said employees with a view to promoting and insuring harmonious relations and cooperation.

ARTICLE II - RECOGNITION

The Board recognizes the Union as the exclusive bargaining agent with respect to the terms and conditions of employment for a unit of non-professional employees consisting of supervising custodians (previously known as head custodians of elementary schools and the Education Center), custodians, groundsmen and maintenance employees, exclusive of the lead foreman, the head custodian and assistant head custodian in the high school, the head custodian and assistant head custodian in the middle school and such other management personnel as may be employed by the Board.

following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the local Union president.

ARTICLE V - GRIEVANCE PROCEDURE

- A. 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 as a result of the interpretation, application or violation of this Agreement between the Board and the Union.
- B. 1. A "grievance" shall mean a complaint by an employee that there has been as to him a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement between the Board and the Union.
2. The term "grievance", and the procedure relevant thereto, shall not be deemed applicable in the following instances:
- a. The dismissal by the Board of a probationary employee;
 - b. In matters where a method of review is exclusively mandated by law, or by any rule, regulation or by-law of the State Commissioner of Education or the State Board of Education;
 - c. In matters where the Board is without authority to act;
 - d. In matters involving the sole and unlimited discretion of the Board as set forth in Article XVII hereof; and
 - e. As may be stated elsewhere in this Agreement.
- C. 1. a. An employee having a grievance shall present it, in writing, to his immediate supervisor within ten (10) working days after the occurrence of the event from which the grievance arises. For purposes of this Article: The immediate supervisor of each custodian assigned to the High

Superintendent for Business for a hearing of the grievance by the Board at its next scheduled Conference Meeting following the receipt of the request or, in any event, not later than fifteen (15) working days following the receipt of the request by the Assistant Superintendent for Business. The Assistant Superintendent for Business shall schedule a meeting for the hearing of the grievance and shall advise the employee and Union of the time, date and place of the meeting not less than five (5) days prior to the scheduled meeting date. The president of the Board, or such person as may be acting as President, shall within five (5) working days following the hearing submit an answer to the employee and the Union.

4. a. If the employee is not satisfied with the written answer resulting from the preceding step or if no answer is received, the Union may, within five (5) working days following the expiration of the time period set forth in the preceding step, submit a written request to the Assistant Superintendent for Business to refer the grievance to advisory arbitration before an arbitrator, mutually agreeable to the Board and to the Union, who shall be selected from a list of either the American Arbitration Association or the N.J. Public Employment Relations Commission (PERC).
- b. In the event that a grievance is taken to arbitration, all proceedings shall be governed by the rules and regulations then pertaining of the American Arbitration Association or the N.J. Public Employment Relations Commission respecting the arbitration of labor grievances. The compensation of the arbitrator and the expenses of the arbitration shall be shared equally by the Board and the Union. The Arbitrator shall issue a written opinion to the Board, the Union and the employee setting forth his decision respecting the grievance. Upon the receipt of the Arbitrator's decision, the Board and the Union will meet at a Conference Meeting of the Board and discuss the arbitrator's decision. Following such meeting, the Board's resolution of the grievance shall be final.

ARTICLE VI - 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 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, upon the recommendation of the Assistant Superintendent for Business, and such employees 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.
- C. The Board shall maintain a seniority list of employees, copies of which shall be furnished to the Union. The Board shall furnish to the Union the names of new employees hired not later than fifteen (15) days following the date of their employment.
- 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
 - 3. Continuous layoff for a period exceeding nine (9) months.

identifying the vacancy on appropriate bulletin boards for a period of five (5) calendar days. Interested employees may apply for the vacant position by indicating their interest in writing to the Director of Buildings & Grounds within the time limit specified in the posting.

2. A vacancy will not be permanently filled for a period of five (5) working days after the date of posting. The Director of Buildings & Grounds shall have the right, in his discretion, to fill a vacancy temporarily by transfer or otherwise, until such time as it may be permanently filled.
3. Preferential consideration will be given to an employee request for a lateral transfer at the same job level, providing the employee has the required qualifications and ability to perform the work.
4. Each employee who is promoted shall serve a probationary period of three (3) months in his new post. The probationary period shall be extended so as to include the summer months in each case wherein the summer months are not included within the three (3) 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.

- H. 1. Overtime at each school and the Education Center shall be assigned in accordance with a seniority list which shall set forth the names of the employees of each particular school and

2. Non-union supervisory custodians, defined as the head custodians and assistant head custodians in the High and Middle Schools and the lead foreman, shall not participate in the system of rotation for the assignment of overtime as applies to employees covered by this Agreement. Overtime assignments for non-union supervisory custodians shall be scheduled at the discretion of the Director of Buildings & Grounds.
 3. Building and Boiler checks shall be performed by a non-union supervisory custodian. In the event the non-union supervisory custodian assigned building and boiler checks is unable to perform the work on a given occasion, the work will be reassigned to a union supervisory (head) custodian.
 4. Employees covered by this Agreement shall not be required to accept overtime assignments except for unforeseen emergencies on the following days: Thanksgiving except for football games, Christmas Eve, Christmas, New Year's Eve evening after 5:00 P.M., New Year's, Good Friday and Easter. The Board shall discourage the use of school facilities on these days.
- 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. Temporary employees shall be those who work less than four (4) continuous months during any calendar year. Part-time employees shall be those who work less than an average of twenty (20) hours per week.

ARTICLE VIII - WAGES

A. 1. Effective July 1, 1993, the wages for the various job categories shall be set and paid in accordance with the following wage scale:

<u>Steps</u>	<u>Group I Maintenance Men (1)</u>	<u>Group II Supervising Custodians (2)</u>	<u>Group III Custodians, Groundsmen & Painters (3)</u>
1	\$24,315.	\$24,115.	\$21,915.
2	24,815.	24,615.	22,415.
3	25,315.	25,115.	22,915.
4	25,815.	25,615.	23,415.
5	26,815.	26,615.	24,415.
6	28,015.	27,815.	25,615.
7	29,215.	29,015.	26,815.
8	30,415.	30,215.	28,015.
9	31,615.	31,415.	29,215.
10	32,815.	32,615.	30,415.

Longevity Payments above the salary guide will be paid as follows:

Effective July 1 following completion of 10 years in Millburn School District	\$ 500.
Effective July 1 following completion of 19 years in Millburn School District	\$1,200.
Effective July 1 following completion of 24 years in Millburn School District	\$1,800.

A. 3. Effective July 1, 1995, the wages for the various job categories shall be set and paid in accordance with the following wage scale:

<u>Steps</u>	<u>Group I Maintenance Men (1)</u>	<u>Group II Supervising Custodians (2)</u>	<u>Group III Custodians, Groundsmen & Painters (3)</u>
1	\$26,400.	\$26,200.	\$24,000.
2	26,900.	26,700.	24,500.
3	27,400.	27,200.	25,000.
4	27,900.	27,700.	25,500.
5	28,400.	28,200.	26,000.
6	28,900.	28,700.	26,500.
7	29,900.	29,700.	27,500.
8	31,100.	30,900.	28,700.
9	32,300.	32,100.	29,900.
10	33,500.	33,300.	31,100.
11	34,700.	34,500.	32,300.
12	35,900.	35,700.	33,500.

Longevity payments above the salary guide will be paid as follows:

Effective July 1 following completion of 10 years in Millburn School District	\$ 500.
Effective July 1 following completion of 19 years in Millburn School District\$1,200.
Effective July 1 following completion of 24 years in Millburn School District\$1,800.

- Notes:**
- (1) Group I includes skilled maintenance tradesmen.
 - (2) Group II includes the head custodians of all elementary schools and of the Education Center.
 - (3) Group III shall include all custodians, groundsmen and painters not enumerated in Note 1 and Note 2 above.

worked from the first day, at a daily rate based upon his yearly salary, plus \$1,200.

2. The temporary transfer of a member of the bargaining unit to a non-union supervisory position or to a position having a higher classification shall be at the discretion of the Director of Buildings & Grounds.
 3. Members of the bargaining unit temporarily transferred to a non-union supervisory position shall remain a member of the bargaining unit.
- F. 1. As a condition of continued employment, all employees covered by this Agreement shall acquire State licensing as qualified firemen (Black Seal) within two (2) years of their date of employment. At the sole discretion of the Board, the time period to acquire State licensing may be extended by up to six (6) additional months. All employees employed prior to July 1, 1972 are exempt from this provision.
2. The Board will reimburse each employee for the cost of the annual Black Seal licensing fee.

ARTICLE IX - VACATIONS AND HOLIDAYS

- A. Each employee who has been continuously employed for not less than six (6) months nor more than five (5) years as of July 1, 1991 and each succeeding July 1 thereafter, shall receive one (1) day of vacation for each month of continuous previous employment between July 1 and June 30, provided that the total number of vacation days shall not exceed ten (10); employees who have been continuously employed for five (5) years or more as of July 1, 1991 and each

- C. Employees shall be paid vacation pay before the start of their vacations.
- D. 1. During the term of this Agreement, the designated paid holidays shall be July 4th, Labor Day, Rosh Hashanah, Yom Kippur, Thanksgiving, the day after Thanksgiving, the day before Christmas (Christmas Eve), Christmas, New Year's (January 1), Washington's Birthday, Good Friday and Memorial Day, provided school is not in session.
2. In addition to the above holidays, each employee shall be given a credit day for Columbus Day, Lincoln's Birthday and Veterans' Day. The credit days for Columbus Day and Lincoln's Birthday shall entitle each employee to the two days off when schools are closed for the annual teachers' convention. The credit day for Veterans' Day shall entitle each employee to one additional day off on or subsequent to the occurrence of Veterans' Day chargeable to the Personal Absence allowance as provided in Article XV, Section E.
3. Should a holiday fall on a Saturday, it will be celebrated on the preceding Friday. Should a holiday fall on a Sunday, it will be celebrated on either the preceding Friday or the succeeding Monday, as determined by the Assistant Superintendent for Business. In the event that any holiday should fall on a day when school is in session, it will be celebrated on a day when school is not in session. This paragraph does not apply to Yom Kippur or Rosh Hashanah.
4. If, during the term of this agreement, the Board designates Martin Luther King's birthday as a day on which schools will be

commencement or following termination of the work day) or when the overtime work has been scheduled with the employee, as in the case of building rentals.

ARTICLE XI - BUS DRIVERS

In the event that any employee shall, at the request of the Board, serve as a temporary bus driver, including any familiarization period preceding the actual driving time, such employee shall receive \$1.00 per hour for each hour so served in addition to his normal hourly pay. The Board reserves the right to select those employees who shall serve as temporary bus drivers. The Board shall arrange, at its sole cost and expense, for appropriate training and licensing. The Board and Union will cooperate in the selection of appropriate employees to be trained.

ARTICLE XII - PAYROLL

A. Pay Days

Each employee covered by this Agreement shall be paid his base pay semi-monthly in accordance with the scheduled pay dates of all other employees of the Board. All overtime pay, if any, shall be paid on the 15th of the month following the month in which it is earned.

B. Automatic Bank Deposits

The Board shall provide automatic payroll bank deposits for all employees who request it as long as there is no cost to the Board. The full amount of the pay check must be deposited.

ARTICLE XIII - WORK CLOTHING

A. The Board will purchase work uniforms annually consisting of six

There shall be established a committee consisting of two (2) representatives of the Board and two (2) representatives of MEA for the purpose of analyzing and discussing various alternative proposals for health benefits. such committee may also include one (1) representative of each other affected employee associations. Not later than February 15, 1994, such committee may recommend to the Board and the MEA an alternative proposal. Each of the Board and the MEA may recommend to its full membership the substitution of the alternative health benefits plan for the existing health benefits plan for the year beginning July 1, 1994. If the existing health benefits plan remains in effect for the year beginning July 1, 1994, the above described process shall be repeated for the following year.

One CWA representative selected by the membership shall have the right to sit and have a voice on the above committee.

ARTICLE XV - ABSENCE FROM WORK

A. Sick Leave

1. Each employee shall accumulate one (1) day of sick leave for each full month of his employment within the fiscal year. Sick leave shall accrue for the first year of employment as of the starting date of employment, e.g., a 12-month employee starting on July 1 shall immediately be credited with 12 sick days; a 12-month employee starting on October 1 shall immediately be credited with 9 sick days. The number of unused days in any year shall be accumulated from year to year, as long as employment is continuous.

maternity leave of absence, without pay. The commencement of such leave shall be upon such date as is recommended by a licensed physician who is mutually agreeable to the Board and to the employee. The physician shall supply the Director of Buildings & Grounds with a written notification as to the commencement of maternity leave. Maternity leave shall be for a maximum period of one (1) year.

2. Any such employee who has been granted a maternity leave of absence, may be required, before she is permitted to return to active duty, to undergo an examination by a physician mutually agreeable to the Board and the employee, and any other examination deemed necessary by the Board, so that it might satisfy itself that the employee is able to perform her duties in a proper manner.
3. Maternity leave provisions and benefits shall be consistent with currently prevailing statutes and court determinations.

C. Jury Duty

1. Any employee who is required by law to serve on a jury in a court of record, upon presentation of court notification to the Director of Buildings & Grounds one working day after receipt and upon satisfactory proof to the Board that such service was rendered, shall be reimbursed by the Board for and during the time he is required to be in attendance in Court in an amount equal to his normal wage rate including second shift differential, if applicable.
2. Any employee working a shift which commences at or after 3:00 P.M. who is required to serve on a jury in a court of record

2. Excused absences are for the purpose of attending to unavoidable occurrences which cannot be conducted at a time other than during the work day. Examples of approvable unavoidable occurrences include death of a member of the immediate family, legal matters which cannot be taken care of at another time, spouse giving birth and illness in the employee's immediate household. Other equally unplanned or unavoidable occurrences may be approved.
3. One (1) day per year of the excused absence time may be taken by each employee covered by this Agreement on the day of the employee's birth date. Should the birth date fall on a non-work day, an alternate date may be selected by the employee, subject to the approval of the immediate supervisor and the Director of Buildings & Grounds. The excused absence time for a birthday must be used by the employee prior to the end of the fiscal year in which it falls. For those employees whose birthday falls during the last two (2) weeks in June, an alternate day during the last two (2) weeks in May or the first two (2) weeks in June may be requested.
4. One (1) day per year of the excused absence time may be taken by each employee covered by this agreement as a credit day for Veterans' Day as covered in Article IX, Section D.
5. Up to two additional excused absence days may be granted when all other excused absence days have been exhausted. Any request for additional excused absence day(s) shall be evaluated on a case by case basis and is subject to the approval of the Board of Education upon the recommendation of

5. To maintain the efficiency of the school district operations entrusted to the Board;
6. To determine the methods, means and personnel by which such operations are to be conducted, and
7. To take whatever action may be necessary to carry out the mission of the school district in emergency situations.

ARTICLE XIX - EXHAUSTION OF REMEDIES

The procedures set forth in this Agreement for the resolution of controversies, disputes, questions and proposals shall be exclusive and no other procedures shall be employed until the procedures set forth herein are fully exhausted.

ARTICLE XX - EFFECTIVE LAWS

The Board and the Union understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law or regulation, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of this Agreement.

ARTICLE XXI - TERM OF CONTRACT

This Agreement shall become effective July 1, 1993 and continue in effect until June 30, 1996, and from year to year thereafter unless and until either of the parties desire to change or terminate the same. The party desiring such change or termination shall notify the other party in writing of that fact prior to September 15 in the year prior to the proposed date of change or termination, and after notification, negotiations shall commence.