

AGREEMENT

between the

SCOTCH PLAINS-FANWOOD BOARD OF EDUCATION

and the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL 102

January 1, 1993 - December 31, 1995

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Agreement made this 28th day of October, 1993, between SCOTCH PLAINS-FANWOOD BOARD OF EDUCATION, hereinafter referred to as "Board" and LOCAL 102, AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter known and designated as the "Union."

ARTICLE 1

RECOGNITION

The Board recognizes the Union as the exclusive collective bargaining representative for the head custodians, custodians, maintenance personnel, grounds personnel, hall monitors, and bus drivers, it being agreed that this unit excludes office, clerical, administrators and supervisors. It is acknowledged by the parties that the head custodians, custodians, maintenance personnel, grounds personnel, and bus drivers are employed on a 12-month contract unless altered by individual contract.

ARTICLE 2

CHECK OFF

1. The Board agrees to deduct from the salaries of the members of the unit the dues for the Union and the Pension Fund. Such deduction shall be made in compliance with N.J.S.A. 52:14-15.9 and under the rules established by the State Department of Education. Said Union dues monies, together with the record of any corrections, shall be submitted to the Treasurer of the Union by the 15th of each month following the monthly pay period during which deductions were made. A form of authorization for the deduction of such monies shall be executed by each member of the unit. In the event the Union shall change the amount of dues, it shall give the Board written notice prior to the effective date of such change.
2. All new employees may from and after the 31st day following the date of their employment apply for membership in the Union in accordance with the provisions of NJSA 34:13A-1, et seq. Nothing herein shall be construed as making Union membership a condition of employment, nor shall any individual be compelled to join the Union at any time. However, in accordance with the provisions of NJSA 34:13A-1, et seq., and as heretofore set forth in the Agreement, the Union shall be recognized as the exclusive collective bargaining representative for the members of the unit described.

ARTICLE 3

MANAGEMENT

The Board may not, by agreement or through arbitration, delegate powers and responsibilities which by law are imposed upon and lodged with the Board. Any contract must include and therefore be subject to the New Jersey School Laws and all other applicable laws and regulations. The Board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, except as limited by this Agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey, and of the United States, including, but without limiting the generality of the foregoing, the right:

1. to the executive management and administrative control of the school system and its properties and facilities, and the activities of its employees;
2. to hire all employees and subject to the provisions of law, to determine their qualifications, and the conditions for their continued employment, or their dismissal or demotion; and to promote, and transfer all such employees;
3. to determine the shift schedules, special duties, school assignment and specific scheduling of duties of each of the employees within the unit.

The exercise of the foregoing powers, right, authority, duties and responsibilities by 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 the State of New Jersey, and the Constitution and Laws of the United States. Nothing contained herein shall be considered to deny or restrict the Board of its rights, responsibilities and authority under the New Jersey School Laws or any other national, state, county, district or local laws or regulations as they pertain to education.

The parties further acknowledge that this Agreement has been negotiated and executed with the objective of setting forth mutual rights, obligations and responsibilities. The parties further agree that in all aspects of their relationships they shall comply with all appropriate law and recognized standards of professional conduct and professional relationships. There shall be no discrimination by the Board against any officer of the Union for any legal activity in carrying out his office, nor shall the Union or any of its members encourage or conduct a strike, impose sanctions or undertake any concerted activity which shall cause a slow-down or disruption of any of the operations and activities of the school system. Any grievance arising under and out of this Agreement shall be prosecuted within the

framework of the grievance Procedure. The Board acknowledges that it shall fully comply with all of the obligations and responsibilities imposed upon it by this Agreement and shall take no action nor conduct any activities which shall impair the operation of this Agreement.

ARTICLE 4

HOURS OF WORK AND OVERTIME

1. A working shift shall consist of eight (8) working hours in the period of eight and one-half (8-1/2) continuous hours. The breakdown of this shift shall be as follows:
 - a. One and one-half hours after the beginning of the shift, a fifteen (15) minute period will be allowed for a coffee break.
 - b. Three hours and fifty-five minutes after the beginning of the shift a five (5) minute period will be allowed for wash-up.
 - c. Four hours after the beginning of the shift a one-half (1/2) hour period will be allowed for lunch.
 - d. Eight (8) hours and twenty-five minutes after the starting time of the shift a five (5) minute period will be allowed for wash-up. Maintenance and grounds personnel will be permitted a fifteen (15) minute clean-up/wash-up period at the end of the workday.
 - e. Eight and one-half (8-1/2) hours after the beginning of the shift the working day will terminate.
 - f. The schedule for working shifts in a working day will be established by the Board.
2. A normal work week shall consist of one (1) working shift on five (5) consecutive days from Monday thru Friday.
3. For all afternoon shift work, which for the purposes of this provision shall be deemed to be work actually performed with the shift commencing 3:00 p.m. and extending until 11:30 p.m., a premium of seven percent (7%) shall be paid constituting payment for shift differential. For all night shift work, which for the purposes of this provision shall be deemed to be work actually performed within the shift commencing 11:00 p.m. and extending until 7:30 a.m., and a premium of ten percent (10%) shall be paid which shall constitute payment for shift differential. The premium pay for each shift shall be computed based upon the basic hourly rate and for actual work performed.

4. The day shift shall commence work at 6:30 a.m. except maintenance and grounds personnel and one half (1/2) hour shall be provided for lunch. Afternoon and night shift custodians shall work the aforesaid day shift during the summer months whenever possible without any effect on their normal rate of pay, including differential, unless the employee is needed at other times due to particular work activities. The summer months shall commence on the first Monday following the close of school and terminate on or about August 31.
5. Whenever schools are closed for one (1) full week or more, employees shall perform their work during the first shift whenever possible without any effect on their normal rate of pay, including differential, unless the employee is needed at other times due to particular work or activities. The wages to be paid to members of the unit are set forth on the Schedule of Wages which is annexed hereto and made a part hereof as Appendix A-1.
6. Day shift employees may be required to report for work up to a maximum of four (4) hours prior to the start of their regular shift without payment of the shift differential.

Overtime

The hourly rate for overtime for the head custodians and assistant custodians, maintenance personnel, grounds personnel and bus drivers shall be established by dividing 2080 hours into the yearly salary of such employee. Overtime, if authorized by the administration shall be paid at the rate of time and one-half as follows:

- a. All work performed in excess of eight (8) hours in any one (1) workday or in excess of forty (40) hours in any one (1) work week shall be compensated at the rate of one and one-half (1-1/2) times the hourly rate.
- b. All work performed on the sixth (6th) consecutive day worked in the work week. Whenever an employee is absent on any of the first five (5) days of that employee scheduled work week, and works on the sixth (6th) day of such work week, time and one half shall be paid such employee for all hours worked on the sixth (6th) day, provided that the employee has been excused by his or her supervisor or his or her supervisor is satisfied that his or her absence was justified. Work performed on a Sunday shall be paid at the rate of double time.
- c. In the event an employee is required to work on a recognized holiday, he or she will receive, in addition to his normal compensation for that day, one and one-half (1-1/2) times his or her hourly rate of pay as is computed in this Article for work performed on the holiday.

- d. In the event that a head custodian is required to conduct building checks on either Saturday, Sunday or holidays, it is agreed that they should be paid at the rate of one and one-half (1-1/2) times their normal daily rate for the actual time during which they conducted the examination. At other times, or when replacing a head custodian on building checks, an employee shall be granted a minimum of two (2) hours pay when called out to perform emergency work outside of the employee's regular shift.

Overtime Limitations

A tour of duty including overtime shall not exceed a total of sixteen (16) continuous hours. A lunch period of one-half (1/2) hour will be allowed after each four (4) working hours when the employee works two consecutive eight hour shifts.

Any employee authorized to continue a particular job after the end of his or her shift will be paid one and one-half (1-1/2) times his or her hourly rate for the actual time spent beyond his or her normal shift, plus five (5) minutes allowed clean-up.

The Board reserves the right to deduct time lost from the wages of those employees who shall make a custom or practice of reporting late for their assigned shift.

Overtime days, when authorized and required by the Board, shall be performed. The assignment of overtime will be upon a rotating basis based on seniority. The Board reserves the right to remove from the overtime list any employee not reporting for such overtime duty when required.

ARTICLE 5

SENIORITY

1. It is the established policy of the Board that employees within the unit shall not be eligible for tenure until the expiration of three (3) consecutive years of employment with the Board. However, the Board agrees to recognize, in advance of that date, seniority for the purposes of:

- a. vacation scheduling, and
- b. layoff of employees,

provided that the employee shall have the necessary qualifications, skill, and ability to perform the work which may be available. In addition, the Board agrees that the shop steward shall during his term of office have top seniority for the purposes of layoff and recall, provided he has the qualifications, skill and ability to perform the work available.

2. At least thirty (30) days notice will be provided an appointed tenured employee prior to layoff.
3. Appointed tenured employees released due to a reduction in force shall be notified of all vacancies that occur within one (1) year of their release. Such notification shall be made by letter addressed to the employee's last known address in his personnel file. Within five (5) days the employee shall notify the Board if he desires to return to the work involved in the notice. If he meets the qualifications for the position, he shall return to work with the accumulated seniority prior to layoff. Wages will be determined for the specific duties at the time of reappointment.
4. Employees shall lose all seniority rights for the following reasons:
 - a. Voluntary resignation.
 - b. Discharge for just cause.
 - c. Failure to return to work within five (5) working days after being recalled from layoff and being notified by certified mail, unless failure is due to actual illness or accident.
 - d. Five (5) days of unexcused absence.
 - e. Breach or violation of any condition set forth in this Agreement.
5. The seniority date for employees initially hired on a temporary basis will be the initial date of hire as a temporary employee when the employee becomes a permanent employee provided there is no break in service between the temporary and permanent positions.

ARTICLE 6

HOLIDAYS

The Board will establish and grant to the head custodians, custodians, maintenance personnel, grounds personnel and bus drivers thirteen (13) holidays per year to be determined by the Board in accordance with the school calendar. In the event the holiday shall fall on a Saturday or Sunday it shall be celebrated on a day selected at the discretion of the employer. In the event a holiday falls during an employee's vacation period, such employee shall receive an additional day's vacation. 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 or she has been excused by his or her supervisor or unless the administration is satisfied that his or her absence was justified.

ARTICLE 7

VACATIONS

All employees covered by the terms of this Agreement shall receive vacations with pay at the regular rate according to the following schedule:

- a. Employees will receive vacations in accordance with the following schedule:

<u>Years Completed Service</u>	<u>Vacation Days</u>
1 - 4	10
5 - 9	15
10 - 19	20
20 or more	25

- b. Any employee entering into an employment agreement prior to January 1 will receive 10 working days of vacation as of July 1;
- c. Any employee entering into an employment contract between January 1 and June 30 will receive one (1) day of paid vacation as of July 1 for each month of service in the current year;
- d. Vacation pay entitlement at termination of employment will be determined as follows:

$$\text{Pay} = \frac{\text{full months worked}}{12} \times \text{Annual days} \times \text{dollars per day}$$

- e. Vacation time earned in any one school year, (July - June) must be used in the following school year and vacations shall be noncumulative. The Board also reserves the right to establish a uniform vacation period. In the absence of a district-wide vacation period, all employees shall submit between February 1 and February 15, on a form to be approved, their request for vacation during the period starting the first Monday after school closes and ending one full week prior to the opening of school. Such request shall be acted upon on or before April 1. An employee may also apply for a vacation outside of the summer period which request shall require approval.
- f. Ten (10) month employees shall receive 10/12th's of the paid vacation days provided in Section a. above.

ARTICLE 8

BOILER LICENSE

1. The Board agrees to pay the school cost for the obtaining of a boiler license. The employee must first be approved for attendance by designee. The Board further agrees to pay the fee to obtain the license and shall also pay the fee for license renewal of all employees approved to hold such a license.
2. All the employees in the job classifications of custodian, elementary and secondary head custodians and maintenance men who are hired after January 11, 1982 must obtain a Black Seal license within one (1) year of their employment in order to continue to be employed.
3. Employees shall receive an annual stipend of \$300 for the possession of a Black Seal license:
 - a. Employees hired during the course of the work year (July 1 - June 30) having said license shall be paid a pro-rata share of this stipend at the rate of \$25.00 per month worked. Any amount of days worked in a month shall constitute a month for calculation purposes.
 - b. Payment shall be made in two equal installments on July 31 and on January 1 of each year. In order to be eligible for the stipend, the employee must still be employed as of its payment date.
4. Groundsmen are not covered by these provisions.

ARTICLE 9

SICK LEAVE

1. Head custodians, assistant custodians, maintenance personnel, grounds personnel and bus drivers shall receive twelve (12) days paid sick leave per year after one (1) year of service. Hall monitors shall receive ten (10) days paid sick leave per year after one (1) year of service. Employees with less than one (1) year of service shall receive one (1) day of sick leave per month for each month actually worked. In accordance with the New Jersey statutes, sick leave shall be cumulative. The Board reserves the right to require the presentation of a doctor's certificate in appropriate cases.
2. Employees who retire and who will be eligible to receive PERS pension benefits immediately after retirement shall be entitled to receive severance pay based upon accumulated sick leave as follows:

- a. Twenty-five dollars (\$25) per accumulated sick leave day up to a maximum of four thousand (\$4000) dollars.
 - b. Severance checks shall be payable not more than sixty (60) days following retirement.
3. In the event of the death of an employee who has at least ten (10) years of service, the deceased employee's estate shall be entitled to the above benefit.

ARTICLE 10

PENSION PLAN

The existing pension plan, as is made and provided for in accordance with the New Jersey statutes, shall be continued.

ARTICLE 11

MILITARY SERVICE

Members of the organized Reserve of the United States Naval Reserve, United States Army Reserve, United States Air Force Reserve or United States Marine Corps Reserve shall be entitled to leave of absence without loss of pay on all days in which they shall be engaged in actual field training. A military leave without pay shall be granted to any employee having tenure entering the military service of the United States. Such employee shall be entitled to the benefits, rights and privileges with respect to tenure and pension and the benefits which he or she would have had or acquired if leave of absence in accordance with the New Jersey statutes had not been granted.

ARTICLE 12

HEALTH INSURANCE, DENTAL PLAN

- A. The Board shall provide for and pay the cost of a health insurance program. Such programs shall include medical-surgical and major medical coverage for the employee and his/her family.

The current plan being utilized is that of the Connecticut General Life Insurance Company (Policy No. 36181). The benefits under the major medical coverage shall be:

1. 100% of covered expenses after \$2,000;
2. \$1,000,000 life time maximum;

3. doctor's attendance benefits while hospital confined to 100% of Reasonable and Customary charges;
4. radiation therapy to a \$560 maximum schedule amount;
5. out-patient mental and nervous problems--70% of Reasonable and Customary charges without any other limitations;
6. survivors benefits clause providing that if an insured employee dies, health premiums will be covered for a two-year period.
7. Effective January 1, 1994, the major medical deductible shall be \$200 per individual and \$400 per family per year.
8. When the surgical procedures listed in Appendix D are performed on an elective non-emergency basis, a second opinion, by a medical board certified physician who has no financial interest with the first doctor, shall be required. The plan will pay 100% of a Reasonable and Customary Charge for the second opinion. If the second opinion disagrees with the initial opinion and the surgery is performed, the second opinion requirement will have been fulfilled and the total surgical benefit will be paid. The ultimate decision to have the surgery remains with the patient. If a second opinion is not obtained prior to such surgery, the total surgical benefit payment will be reduced by 50%. Non-emergency surgery is defined as surgery that if not done immediately, would not result in serious medical complications. Whether or not a surgical procedure is performed on an emergency basis is determined by the emergency room physician or attending physician/surgeon.

- B.
1. The Board agrees to provide a basic dental plan. The plan shall provide family coverage, children covered to the age of 23. The plan shall include a deductible of \$25 per individual and \$50 per family per year.
 2. The dental insurance coverage shall be New Jersey Dental Service Plan, Inc., Program 1. Such program shall be based upon the usual, customary and reasonable concept and shall include:

	<u>Plan Pays</u>	<u>Employee Pays</u>
Preventative and Diagnostic	100%	0
Remaining Basic Benefits	60%	40%
Crowns, Inlays and Gold Restorations	60%	40%
Prosthodontic Benefits	50%	50%
Orthodontic Benefits (Child Only)	50%	50%

The maximum amount payable by Delta for the above dental services, excluding Orthodontic Benefits, provided an eligible patient in any calendar year is \$1,500. The maximum for orthodontics shall remain \$500 per case. The maximum cost to the Board for this coverage for employees shall not exceed the rate in effect through June 30, 1995. Employees will not be required to contribute to the cost of this insurance during the life of the contract.

- C. The Board shall provide for Health Care Insurance for individuals within the unit who retire within the contract period, after serving the Scotch Plains-Fanwood School District for twenty (20) years or more. The coverage provided shall be that under the current contract less Medicare when the individual is eligible for Medicare. The cost of retirement coverage shall be as follows:

1st year of retirement	100%	paid by the Board
2nd year of retirement	90%	paid by the Board
3rd year of retirement	80%	paid by the Board
4th year of retirement	70%	paid by the Board
5th year of retirement	60%	paid by the Board
and from the 6th year forward	50%	paid by the Board

The individuals so covered shall be required to pay the necessary contribution to the Board in advance of the payment of the premium by the Board.

- D. If a carrier is changed for any of the above insurance programs, the new coverage provided shall be equal to or greater than the existing coverage.

ARTICLE 13

TEMPORARY LEAVES OF ABSENCE

During the term of this Agreement employees shall be entitled to the following temporary leaves of absence without loss of pay, which shall be non-cumulative except as hereinafter stated:

1. A total of two (2) days leave of absence for such personal or other matters which require absence during working hours. Employees shall be permitted to accumulate one (1) unused day in any year so that a maximum of three (3) personal days may be utilized in any one (1) year. Application to the employee's immediate superior for such leave of absence shall be made at least five (5) days before taking such leave. All employees shall be required to state a reason when requesting the employee's third personal day for the year. Employees taking emergency temporary leave shall submit the application, with reason, on the first day the employee returns to work. Denial of an application for a temporary leave day shall be grievable.

2. The actual time necessary for appearance in court or before a state administrative agency pursuant to a duly issued subpoena. The subpoena shall be presented to the building principal or immediate superior in advance of the appearance at court or the administrative agency for approval.
3. A maximum of five (5) days at any one time in the event of the death of mother, father, spouse or child. A maximum of three (3) days in the event of the death of a brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, grandfather or grandmother.

ARTICLE 14

UNIFORMS

1. The Board will furnish to each employee three (3) uniforms, to consist of three (3) pairs of pants and three (3) shirts, per school year. The Board will also pay sixty (\$60) dollars per employee toward the cost of one (1) pair of steel toe safety shoes each school year. The employee will be required to submit a receipt indicating proof of purchase. Other items of clothing and safety equipment, such as rain gear, boots, coveralls, safety goggles and respirators, will be furnished as required by the Department of Labor and Industry or deemed necessary by the Administration.
2. Maintenance and grounds personnel shall be provided with winter jackets which must be worn. Such jackets will be replaced as needed.
3. Hall monitors shall be provided with winter jackets, the jackets must be worn when on duty during the winter.

ARTICLE 15

POSTING OF JOBS

1. Job vacancies shall be posted on the bulletin board. However, the Board reserves the right to determine the experience and qualification of each member of the unit to fill the vacant post. All internal candidates will be granted interviews for vacancies for which they formally apply.
2. In the event that a job has been posted and is not filled within forty-five (45) days of the posting date the job will be reposted if it is to be filled at a later date.

3. All internal candidates shall be treated on a fair basis. The Board shall not act in an arbitrary or capricious manner in the selection of a candidate. The past practice in selecting the candidate, as it existed prior to January 10, 1991, shall be continued (Preference for transfer from night to day shift).

ARTICLE 16

RIGHTS OF VISITATION

The business agent or his representative or any officer of the Union shall be permitted to transact official Union business on school property at all reasonable times, provided the business does not interfere with nor interrupt normal school operations and the visit complies with the Board of Education policy on visitation to the schools. Such representatives shall first notify and obtain the permission of the building principal or his designee to enter the building. Such permission shall not be unreasonably withheld. It is further understood that this privilege shall be exercised so as to keep at a minimum the time lost thereby to the Board.

ARTICLE 17

BULLETIN BOARD

The Union shall have in each school building space on a bulletin board in proximity to the custodians' area, which may be used for the purpose of posting Union notices relating to meetings, dues, entertainment, health and safety and general Union activities. Copies of all materials which will be posted on the bulletin board will be given to the building principal.

ARTICLE 18

TENURE

Employees without tenure shall be offered a contract prior to the expiration of each school year. The Board may grant tenure to any employee after three (3) calendar years of continuous service by offering a contract to the employee at the end of three (3) consecutive years of employment. Prior to that time the Board reserves the right to discharge any employee or to refuse to offer a contract to any employee at the end of the school year. The Board will, however, agree to furnish the employee and the Union with reasons for either his or her discharge or nonrenewal of contract. Such discharge or nonrenewal shall not be grievable within the framework of this Agreement.

ARTICLE 19

EMPLOYEE DISCIPLINE

Employees shall not be disciplined without just cause. Discipline may include but not be limited to oral and written reprimands, loss of pay, increment withholdings, suspensions without pay, and mid-contract discharges, but shall not include the nonrenewal of a non-tenured employee. Discipline shall be applied in a non-discriminatory fashion, and shall be subject to the grievance procedure. The discipline to be imposed shall be determined on a case-by-case basis, and shall take into account the nature of the offense, the number of previous offenses of any kind, the length of service of the employee, the general employment record of the employee, and any mitigating circumstances.

ARTICLE 20

TRANSFERS

1. The Board reserves the right to transfer employees so as to best serve the needs of the school district. However, the Board agrees that if an employee is temporarily transferred to a lower rated job he or she shall be paid his or her regular rate of pay. In addition, the Board further agrees that if an employee works twenty (20) hours or more in the course of any one work week in a higher job classification, he or she shall receive the rate of pay of the higher classification for all hours actually worked in that classification during the particular week.
2. Employees who are temporarily assigned to a higher job classification on either a Friday or the day before a holiday shall perform all required weekend or holiday work related to the higher job classification.

ARTICLE 21

MAINTENANCE OF EXISTING CONDITIONS

The Board hereby agrees to maintain existing conditions as they affect the terms and conditions of employment provided that such existing conditions shall not be contrary to nor abridge and modify the provisions as are set forth in this Agreement.

ARTICLE 22

GRIEVANCE PROCEDURE

A "grievance" shall mean a complaint by an employee or group of employees that there has been to him or her or to them or to the Union an inequitable, improper or unjust application, interpretation or violation of Board policy, State law, or of this Agreement, except that the term "grievance" shall not apply to:

- a. any matter for which a specific method or review is prescribed and expressly set forth by law or any rule or regulations of the State Commissioner of Education, or
- b. a complaint of a nontenure employee which may arise by reason of his discharge or non-reemployment.

Procedure:

1. A grievance to be considered under this procedure must be initiated within thirty (30) calendar days of its occurrence.
2. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the "aggrieved" to proceed to the next step. Failure of the "aggrieved" 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.
3. 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, however, be extended by mutual agreement.
4. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the contract year, the time limits set forth herein shall be reduced so far as practicable so that the grievance procedure may be exhausted prior to the end of the contract year.
5. 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 and administration until such grievance and any effect thereof shall have been fully determined.
6. Level One - An employee with a grievance shall first discuss it with the head custodian, foreman or immediate supervisor in an attempt to resolve the matter informally at that level.

7. Level Two - If, as a result of the discussion, the aggrieved person is not satisfied with the disposition of his or her grievance at Level One, he or she may formally file the grievance in writing with the Union within five (5) days after the decision at Level One or ten (10) days after the grievance was presented, whichever is sooner. Should the Union deem the grievance to be a valid and meritorious one within five (5) days after receiving the written grievance, the Union shall refer the grievance to the immediate supervisor in writing, specifying: (a) the nature of the grievance; (b) the nature and extent of the injury, loss or inconvenience; (c) the result of the previous discussion, and (d) the aggrieved employee's dissatisfaction with the decision previously rendered. The immediate supervisor shall meet with the aggrieved and the Union prior to communicating his written decision.
8. Level Three - If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Two, or if no decision has been rendered within five (5) days after the grievance was delivered to the immediate supervisor by the Union, or three (3) days after the meeting between the immediate supervisor, the aggrieved and the Union, whichever is later, he or she may within five (5) days after the decision by the immediate supervisor or fifteen (15) days after the grievance was delivered by the Union, whichever is sooner, request in writing that the Union refer the grievance to the Assistant Superintendent for Business or his designee.
9. Level Four - If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Three or if no decision has been rendered within ten (10) days after the grievance was delivered to the Assistant Superintendent for Business, he or she may within five (5) days after a decision by the Assistant Superintendent for Business or fifteen (15) days after the grievance was delivered to the Assistant Superintendent for Business, whichever is sooner, request in writing that the Union submit his or her grievance to the Superintendent of Schools.
10. Level Five - If the aggrieved person is not satisfied with the disposition of his or her grievance at Level Four, or if no decision has been rendered within ten (10) days after the grievance was delivered to the Superintendent, he or she may within five (5) days after a decision by the Superintendent or fifteen (15) days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Union submit his or her grievance to the Board of Education or to a committee designated by the Board. The grievance shall set forth the elements contained in Level Two, together with all prior decisions. The Board may hold a hearing with the affected employee, or in its discretion may render a decision based upon the record submitted.

11. Level Six - In the event an employee is dissatisfied with the determination of the Board, and when the grievance involves an inequitable, improper or unjust application, interpretation, or violation of this Agreement, he or she may request the Union to submit a formal demand for binding arbitration pursuant to the rules and regulations established by the Public Employment Relations Commission under the provisions of Chapter 303, Laws of 1968. A request for such binding arbitration shall be made no later than fifteen (15) days following the determination of the Board. Failure to file within the said time shall constitute a bar to such arbitration unless the parties have extended the time by mutual agreement. Within ten (10) days after receipt of the written notice of demand for binding arbitration, the Union shall make a request to the Public Employment Relations Commission for a list of arbitrators from which one will be selected by the parties. In the event the parties are not able within three (3) days after the receipt of the list to select an arbitrator, a second list shall be requested. If the parties are unable to agree upon a mutually-satisfactory arbitrator from the second list within (5) days after receipt thereof, PERC may select an arbitrator from the list, which arbitrator shall then serve. The arbitrator shall be empowered to hold a hearing or hearings and to obtain all relevant data concerning the grievance. He shall render a written decision, and a copy shall be simultaneously furnished to the Union and the Board. The arbitrator shall limit himself to the issue submitted and shall consider nothing else. He can add nothing to nor subtract anything from this Agreement between the parties or any policy of the Board of Education. The decision of the arbitrator shall be binding. The cost of the arbitration proceeding shall be borne equally by the parties.
12. Miscellaneous - It is understood that the employee shall deliver and, notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board and administration. It is further understood and agreed that all proceedings under this procedure shall be conducted after school hours. However, in the event that any party in interest required time during the school day for the obtaining of documents or other materials pertaining to the hearing, he or she shall apply to the Assistant Superintendent of Business through his or her immediate supervisor to obtain released time. Should the Assistant Superintendent of Business or his designee determine that there is no other alternative, he may approve released time.

ARTICLE 23

HALL MONITORS

1. The following provisions of this Agreement shall be applicable to hall monitors:

Article 1 -- Recognition
Article 2 -- Check-Off
Article 3 -- Management
Article 9 -- Sick Leave
Article 10 -- Pension Plan
Article 11 -- Military Service
Article 12 -- Hospitalization, Medical and
Dental Insurance
Article 13 -- Temporary Leaves of Absence
Article 15 -- Posting of Jobs
Article 16 -- Rights of Visitation
Article 17 -- Bulletin Board
Article 19 -- Employee Discipline
Article 20 -- Maintenance of Existing Conditions
Article 21 -- Grievance Procedure
Article 22 -- Entire Agreement
Article 23 -- Notice Provision
Article 24 -- Term of Agreement

2. WORK YEAR

The work year for hall monitors shall be one hundred eighty (180) days as scheduled in the school calendar.

3. WORK DAY

- a. The work day shall consist of eight (8) consecutive hours.
- b. Hall monitors shall receive a twenty-three (23) minute paid lunch during which they shall remain in the building and be on call.

4. LAY-OFF/TERMINATION

- a. Hall monitors shall be given at least fourteen (14) days notice of layoff or termination unless the termination is for disciplinary reasons in which case the fourteen day requirement will not apply.

ARTICLE 24

ENTIRE AGREEMENT

This Agreement and its appendices shall constitute the entire Agreement between the parties and shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties. This Agreement shall supersede existing Board policies, rules and regulations where any conflict arises.

ARTICLE 25

NOTICE PROVISIONS

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 shall do so by telegram or by certified mail at the following addresses:

- a. If by the Union, to the Board at

Evergreen Avenue & Cedar Street
Scotch Plains, N.J. 07076

- b. If by the Board, to the Union at

Box 3098
25 Evergreen Place
East Orange, N.J. 07019

ARTICLE 26

WAGES

1. All custodial, grounds, maintenance and transportation employees will be paid in accordance with the salary guides included in this contract.
2. Hall monitors will receive \$.75 per hour wage increase effective January 1, 1993, a \$.50 per hour wage increase effective January 1, 1994, and a \$.75 per hour wage increase effective January 1, 1995.
3. Step advancement requires a minimum of six (6) months on the payroll. Step advancement occurs on January 1 of each year.

4. Longevity

Upon completion of seventeen (17) years full-time continuous experience in this school system, an employee shall receive a longevity bonus of two (2%) percent of his/her contractual salary. After twenty (20) years continuous experience in accordance with the above, an additional four (4%) percent of his/her salary will be awarded for a total of six (6%) percent bonus after twenty (20) years of continuous full-time experience with the district.

5. Stipend

Maintenance and Grounds Foreman shall have two thousand (\$2,000) dollars in addition to his/her salary.

ARTICLE 27

TERM OF THE AGREEMENT

This Agreement shall be effective January 1, 1993 and shall continue and remain in full force and effect up to and including December 31, 1995, when it shall expire. The parties shall commence negotiations for a successor agreement no later than July 1, 1995.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective secretaries, and their corporate seals to be affixed hereto, all on the day and year first above written:

SCOTCH PLAINS-FANWOOD
BOARD OF EDUCATION

LOCAL 102, AN AFFILIATE OF THE
INTERNATIONAL BROTHERHOOD OF
TEAMSTERS

By: *Donald E. Skilton*
President

By: *Bernie Mucke*
Secretary/Treasurer

Attest:

Rita J. Harbeck
Secretary

Attest:

Bob Sobocinski
Steward

1993

SCOTCH PLAINS-FANWOOD BOARD OF EDUCATION

PROPOSAL

CUSTODIAL/MAINTENANCE SALARIES

	Chief	Head Secondary Custodian	Maintenance	Head Elementary Custodian	Bus Driver	Custodian and Grounds
A 1	\$	\$ 23,200	\$ 22,700	\$ 22,500	\$ 21,500	\$ 21,300
C 2		23,728	23,149	22,992	22,156	21,936
D 3		24,422	23,962	23,716	22,732	22,630
F 4		25,117	24,538	24,411	23,427	23,325
H 5		26,206	25,628	25,500	24,516	24,296
I 6		27,336	26,758	26,630	25,646	25,426
Interium			30,929	30,792		29,277
K 8	32,976	32,672	32,172	32,035	31,611	30,520

Longevity Clause: Upon completion of 17 years full-time continuous experience in this school system in one of the categories specified above, an employee shall receive a longevity bonus of two (2) percent of his/her contractual salary. After 20 years continuous experience in accordance with the above, an additional four (4) percent of his/her salary will be awarded for a total of six (6) percent bonus after 20 years of continuous full-time experience with the district.

Stipend: Maintenance and Grounds Foreman shall have \$2,000.00 in addition to his/her salary located on the appropriate step of the above salary guide.

Step on guide does not reflect years of service.

1994

SCOTCH PLAINS-FANWOOD BOARD OF EDUCATION

PROPOSAL

CUSTODIAL/MAINTENANCE SALARIES

	<u>Chief</u>	<u>Head Secondary Custodian</u>	<u>Maintenance</u>	<u>Head Elementary Custodian</u>	<u>Bus Driver</u>	<u>Custodian and Grounds</u>
A	\$	\$ 23,800	\$ 23,300	\$ 23,100	\$ 22,100	\$ 21,900
C		24,500	24,000	23,800	22,800	22,600
D		25,028	24,449	24,292	23,456	23,236
F		25,722	25,222	25,016	24,032	23,930
H		26,417	25,838	25,711	24,727	24,625
I		27,506	26,928	26,800	25,816	25,596
K	\$34,376	33,972	33,472	33,335	32,911	31,820

Longevity Clause: Upon completion of 17 years full-time continuous experience in this school system in one of the categories specified above, an employee shall receive a longevity bonus of two (2) percent of his/her contractual salary. After 20 years continuous experience in accordance with the above, an additional four (4) percent of his/her salary will be awarded for a total of six (6) percent bonus after 20 years of continuous full-time experience with the district.

Stipend: Maintenance and Grounds Foreman shall have \$2,000.00 in addition to his/her salary located on the appropriate step of the above salary guide.

Step on guide does not reflect years of service.

1995

SCOTCH PLAINS-FANWOOD BOARD OF EDUCATION

PROPOSAL

CUSTODIAL/MAINTENANCE SALARIES

	<u>Chief</u>	<u>Head Secondary Custodian</u>	<u>Maintenance</u>	<u>Head Elementary Custodian</u>	<u>Bus Driver</u>	<u>Custodian and Grounds</u>
A 1	\$	\$ 23,800	\$ 23,300	\$ 23,100	\$ 22,100	\$ 21,900
C 2		24,500	24,000	23,800	22,800	22,600
D 3		25,028	24,449	24,292	23,456	23,236
F 4		25,722	25,222	25,016	24,496	24,276
H 5		26,417	26,262	25,711	25,100	24,970
I 6		27,506	26,928	26,800	25,816	25,665
K 7	\$35,416	35,012	34,512	34,375	33,951	32,860

Longevity Clause: Upon completion of 17 years full-time continuous experience in this school system in one of the categories specified above, an employee shall receive a longevity bonus of two (2) percent of his/her contractual salary. After 20 years continuous experience in accordance with the above, an additional four (4) percent of his/her salary will be awarded for a total of six (6) percent bonus after 20 years of continuous full-time experience with the district.

Stipend: Maintenance and Grounds Foreman shall have \$2,000.00 in addition to his/her salary located on the appropriate step of the above salary guide.

Step on guide does not reflect years of service.

SALARY GUIDE FOR EMPLOYEES HIRED AFTER JANUARY 1, 1994

1995

SCOTCH PLAINS-FANWOOD BOARD OF EDUCATION

PROPOSAL

CUSTODIAL/MAINTENANCE SALARIES

Step	Head Secondary Custodian	Maintenance	Head Elementary Custodian	Driver	Custodian and Grounds
1	\$24,500	\$24,000	\$23,800	\$22,800	\$22,600
2	25,500	25,000	24,900	23,700	23,500
3	26,500	26,000	25,900	24,600	24,400
4	27,500	27,000	26,900	25,500	25,300
5	30,000	29,500	29,400	28,000	27,800

Longevity
Clause:

Upon completion of 17 years full-time continuous experience in this school system in one of the categories specified above, an employee shall receive a longevity bonus of two (2) percent of his/her contractual salary. After 20 years continuous experience in accordance with the above, an additional four (4) percent of his/her salary will be awarded for a total of six (6) percent bonus after 20 years of continuous full-time experience with the district.

Stipend: Maintenance and Grounds Foreman shall have \$2,000.00 in addition to his/her salary located on the appropriate step of the above salary guide.

Note 1: All employees hired during 1994 will be hired at step one (1) of the previous guide and will move to step one of this guide effective January 1, 1995

Note 2: The bottom step of this salary guide is removed each subsequent year; a new top step is created each year by adding a maximum of \$2,000 to the previous top step for at least two (2) years.

Note 3: Beginning in 1995 the rates of pay for new employees will be \$600 less than the bottom step for their first 6 months.

Note 4: The amounts on Step 5 of this guide shall not exceed the amount on Step K of the guide for employees hired prior to January 1, 1994.

SCOTCH PLAINS-FANWOOD

1994

STEP I TO STEP K

	<u>1993</u> <u>Salary</u>	<u>1/1/94</u>	<u>4/1/94</u>	<u>7/1/94</u>	<u>10/1/94</u>	<u>1/1/95</u>
Custodian/ Grounds	\$ 25,426	\$ 1,598 27,024	\$1, 598 28,622	\$ 1,598 30,220	\$ 1,600 31,820	\$ 32,860
Bus Driver	\$ 25,646	\$ 1,816 27,462	\$ 1, 816 29,278	\$ 1, 816 31,094	\$ 1, 817 32,911	\$ 33,951

1995

STEP I TO STEP K

	<u>1994</u> <u>Salary</u>	<u>1/1/95</u>	<u>4/1/95</u>	<u>7/1/95</u>	<u>10/1/95</u>	<u>1/1/96</u>
Maintenance	\$ 26,928	\$ 1,896 28,824	\$ 1,896 30,720	\$ 1,896 32,616	\$ 1,896 34,512	Step K
Bus Driver	\$ 25,816	\$ 2,033 27,849	\$ 2,033 29,882	\$ 2,033 31,915	\$ 2,036 33,951	Step K
Custodian/ Grounds	\$ 25,596	\$ 1,816 27,416	\$ 1,816 29,228	\$ 1,816 31,044	\$ 1,816 32,860	Step K

11/9/93