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ARTICLE I

RECOGNITION

The Leonia Board of Education hereby recognizes the Leonia Association of School Service Personnel as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all Custodians and Maintenance Specialists under annual contracts employed by the Board, but excluding all supervisory personnel.

ARTICLE II

DEFINITION OF EMPLOYEE

Unless otherwise indicated, the term "employee," when used hereinafter in this Agreement, 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 III

DURATION OF CONTRACT

This Agreement shall become effective on **July 1, 2007** and remain in effect through **June 30, 2010**.

In the event a successor agreement is not completed by **June 30, 2010**, the terms of this agreement shall remain in effect until the successor agreement is negotiated.

ARTICLE IV

GRIEVANCE PROCEDURE

A. DEFINITIONS:

1. GRIEVANCE

A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of the Agreement, policies affecting terms and conditions of employment, or administrative decisions affecting an employee or a group of employees.

2. AGGRIEVED PERSON

An "aggrieved person" is a person or persons, or the Association making the claim.

3. PARTY IN INTEREST

A "party in interest" is the person or persons making the claim or any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

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

C. PROCEDURE

1. TIME LIMITS

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, in writing.

2. LEVEL ONE

An employee with a grievance shall first discuss it with his immediate supervisor within five (5) working days of the occurrence, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

3. LEVEL TWO

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he may file the grievance in writing directly or through the Association within five (5) working days with his immediate superior. The grievance shall specify:

- a. The nature of the grievance
- b. The results of the previous discussions

The Supervisor shall communicate his decision, in writing, to the employee within five (5) working days after receipt of the written grievance.

4. LEVEL THREE

Board Secretary/School Business Administrator

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within the specified time, he may within five (5) working days after a decision by the superior, appeal the decision to the Board Secretary/School Business Administrator. The request must be made in writing. The Board Secretary/School Business

Administrator shall proceed to hold a hearing to resolve the matter as quickly as possible but within a period of no more than ten (10) working days. The Board Secretary/School Business Administrator shall communicate his decision in writing to the employee's supervisor, and the Board of Education.

5. LEVEL FOUR

Board of Education

If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education. The written request shall be submitted to the Board Secretary/School Business Administrator of the Board of Education within five (5) days of the Board Secretary/School Business Administrator's decision. The Board or a committee thereof, shall review the grievance and may within fifteen (15) working days of receipt of grievance hold a hearing with the employee and shall render a decision in writing within fifteen (15) working days of receipt of grievance by the Board or of the date of the hearing with the employee, whichever comes later.

6. LEVEL FIVE

a. If the employee is dissatisfied with the decision of the Board of Education, the Association may request within thirty (30) calendar days that the grievance be submitted to a mutually acceptable arbitrator selected from the PERC list.

b. The arbitrator so selected shall confer with the representatives of the Board and the Association, and hold hearings promptly and shall issue his decision not later than thirty (30) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision that requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

c. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. MISCELLANEOUS

1. EMPLOYEE AND ASSOCIATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative(s) selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. SEPARATE GRIEVANCE FILE

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. MEETINGS AND HEARINGS

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this article.

ARTICLE V

DAILY WORK HOURS

A. WORK DAY

The work day shall consist of eight (8) hours excluding an uninterrupted lunch period of one (1) hour for day shift and one half (1/2) hour for night shift. Lunch periods will be staggered so that there will be someone "on duty" during the assigned working days.

B. COFFEE BREAKS

1. An uninterrupted period of twenty (20) minutes.
2. Coffee breaks shall be staggered so there will be someone "on duty" during the assigned working hours.

C. OVERTIME

Defined as any time spent at regular duties or other assigned duties, consistent with this agreement, either before/after daily work hours, or any other than provided in the regular work year.

All overtime remuneration shall be at the proper rate.

D. CALL TIME AND OVERTIME

1. Any employee called in on a Regular Day off shall be paid for at least a minimum of four (4) hours at the overtime rate. If such a call is in for shoveling snow, the overtime rate shall be double time. All snow shoveling is to be paid at a rate of double time beyond regular work hours.

2. Overtime shall be paid at the rate of 1 1/2 times the employee's regular hourly rate of pay for all time worked in excess of forty (40) hours in any work week. For the purpose of determining the work week, the following count as regular work days:

- (1) Holidays
- (2) Paid sick days
- (3) Paid vacation days
- (4) Paid personal days
- (5) Other approved paid leaves

3. An employee who works on a scheduled vacation day or a holiday shall receive straight time in addition to the vacation or holiday pay.

4. In the event a custodian cannot report to work on a snow day, he/she shall not be docked for that day but shall have the choice of substituting as vacation day, personal day or holiday in lieu of said day.

5. Sunday work shall be paid at the rate of 2 times the employee's regular hourly rate.

6. Procedure for Distribution of Overtime

a. Overtime roster/calendar to be maintained by the Head Custodian at each building. The final approval and authority in regard to overtime to rest with the Buildings and Grounds Supervisor or the Business Administrator in his/her absence. Every effort shall be made to distribute the overtime as equitable as practical.

b. Custodial/Maintenance overtime shall be assigned on a rotating basis within a building or department, provided that the bargaining unit member is skilled for the work involved. The rotation roster shall be established on the basis of seniority. An employee shall have the option to refuse overtime work, except in those instances in which the Board requires that custodial or maintenance work be performed and the rotation roster produced insufficient staff for the required work in which case employees with the lowest seniority will be required to work. Employees refusing overtime work shall be placed at the end of the rotation roster.

E. After six months of employment, the Leonia Board of Education will pay for the renewal of a boiler license and renewal of finger printing for Bus Drivers.

F. All employees should report to work no more than 30 minutes before the start of their shift and be off the premises 30 minutes after their shift.

G. When the situation requires a bus driver to stay with a bus during his/her lunch period, overtime will be paid. When two drivers are on the same trip, they will stagger their lunch hour accordingly so no overtime is required.

H. Employees required to travel in their own vehicle on school business will be paid a per mile stipend based on the standard business mileage IRS rate currently .485 per mile.

ARTICLE VI

TEMPORARY LEAVES OF ABSENCE

A. TYPES OF LEAVES

1. PERSONAL

Two (2) days leave of absence for personal, legal, business or family matters that require absence during working hours. Application to the Board Secretary/School Business Administrator for personal leave shall be made at least three (3) days before taking such leave (except in the case of any emergency). In case of emergency, the application shall be filled out as soon as possible on return. Payment will be withheld until application is turned in. A stated reason is not required for personal days except where less than three days notice can be given or the day falls before or after a vacation or holiday.

2. LEGAL

Time necessary for appearance in any legal proceeding connected with the employee's employment or in any other legal proceedings, if the employee is required by law to attend up to three (3) days. Legal days must be documented with official documentation stating that the employee must be in attendance.

3. DEATH

Up to four (4) days at any one time in the event of death of an employee's spouse, child, stepchild, son-in-law, daughter-in-law, parent, stepparent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law. One additional day will be given for individuals not mentioned above. Four working days will be allowed to complete a four day bereavement leave within 5 working days following the death of a member of an employee's immediate family.

Acceptable documentation for confirmation of bereavement leave will be newspaper obituary, notarized letter from family of deceased, letter from the funeral director on business stationery, or a funeral card.

ARTICLE VII

SICK LEAVE

A. ACCUMULATION

All employees shall be entitled to twelve (12) sick leave days each school year. For those employed during the year, they shall be entitled to one (1) sick day for each month worked. All unused sick leave shall be accumulative.

Employees shall be given a written accounting of accumulated sick leave days through June 30th, no later than October 1st of the school year.

B. RETIREMENT

Beginning July 1, 2007, each employee upon retiring from the district shall be entitled to \$45.00 per day of accumulated sick leave up to a maximum of 130 days. In order to be eligible, an employee must have a minimum of twenty-five accumulated sick days.

ARTICLE VIII

VACATION AND HOLIDAY SCHEDULE

A. VACATION SCHEDULE

Vacation eligibility shall be determined as of July 1st of each year.

Vacation time shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld.

Vacation times shall be chosen in the order of seniority.

In general, all custodial/maintenance staff will be required to schedule vacation during the months of July and August. A limited number of vacation days may be permitted at other times when schools are not in session. During

the course of the 10 month school calendar, September 1 to June 30, a maximum of 20 vacation days will be built into the custodial maintenance schedule. Of these twenty days, no one (1) individual will be approved for more than 5 vacation days during the ten month school year.

All requests must be submitted no later than June 5th of each year. This is required to ensure all vacation requests can be approved in a timely fashion, in order of seniority, and that all school scheduled events are met.

The seven employees listed below have been grandfathered and shall adhere to the PREVIOUSLY EXISTING VACATION SCHEDULE:

Alberto Barrios
John Emerick
Jorge Barrios
Gilberto Santos

Rudy Fubler
Thomas Lane
Frank Pagano

PREVIOUSLY EXISTING VACATION SCHEDULE

Less than 12 months	1 day for each month after the second month
1 through 4 years	10 days
5 through 9 years	15 days
10 years or more	20 days

NEW VACATION SCHEDULE

All employees hired after July 1, 1995, will be on the new Vacation Schedule as shown below:

Less than 12 months	1 day for each month after the second month up to 5 days
1 through 2 years	5 days
3 through 4 years	10 days
5 through 10 years	15 days
11 years	16 days
12 years	17 days
13 through 14 years	18 days
15 years and more	20 days

B. HOLIDAY SCHEDULE

Twelve (12) paid holidays. Mutual scheduling of holidays.

ARTICLE IX

SALARY SCALE

The base salary cost for each year shall be increased by the following amounts:

Year One: (2007/2008)	3% of the 2006/2007 base
Year Two: (2008/2009)	4% of the 2007/2008 base
Year Three: (2009/2010)	4% of the 2008/2009 base

The individual salaries have been calculated and agreed upon by both parties and identified in appendix A.

The minimum starting salary for a newly hired custodian shall be equal to the lowest paid custodian on the payroll.

The Board of Education maintains the authority to hire above the minimum salaries set forth in this Agreement based upon a prospective employee's experience, background, and credentials. The Board, in determining a new employee's starting salary, will consider the experience, background, credentials, and salaries of currently employed custodians."

Salaries for new maintenance personnel shall be determined by the Board of Education in conjunction with the prospective employee's experience, background, and credentials.

STIPENDS effective July 1, 2007:

The base stipend cost for each year shall be increased by the following amounts as per Attachment B:

Year One :	1% of the total base
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This stipend shall be paid in the following manner:

- in full to custodians designated as bus drivers for regular, customary duties during the school year.

- pro-rated for custodians who are required to perform bus driving duties in an interim or emergency circumstance; the pro-rated formula shall be 10% of stipend per month.

Stipends shall be calculated on an hourly basis and included in the determination of overtime pay. All stipends and differentials shall be included in the reporting of pensionable salary.

Any custodian who works the day shift September through June, who is required to work the night shift during the summer, will have their salary pro-rated for night differential. 1 p.m. to 10 p.m. shift will receive night differential.

ARTICLE X

INSURANCE PROTECTION

- A. The board shall pay the full cost of the premiums for health insurance coverage for full - time employees and their eligible dependents. The health insurance plan shall provide the same coverage as the plan in effect on August 1, 2006. Full-time employees hired on or after July 1, 1995, shall only be eligible for enrollment in the Direct Access plan.
- B. Co-pay shall remain at \$5.00.
- C. The board shall pay the full cost of the premiums for dental insurance coverage for full-time employees, and for the eligible dependents of employees hired before July 1, 1995. Full-time Employees hired on or after July 1, 1995, shall have the option of purchasing dental coverage for their eligible dependents, with such payments made through appropriate payroll deductions.
- D. All full-time custodians and maintenance specialists, except for those over sixty – five [65] will be covered by disability insurance. This plan shall have a five [5] working day waiting period before collecting benefits.

ARTICLE XI

CLOTHING

- A. The Board will provide six (6) sets of uniforms for each custodian and maintenance specialist every second year.
- B. The Board will provide up to \$130 for safety shoes upon presentation of a receipt from the employee once per year.
- C. The Board will provide to each employee, whose work requires same, a winter jacket, to be retained at the schools for use of the employee. A jacket will be provided every three years.
- D. The Board will provide to each employee whose work requires same, a raincoat to be retained at the schools for the use of its employees.
- E. All employees must wear their uniforms while at work. If an employee reports to work without his/her uniform he/she shall be sent home to change into his/her uniform. When the employee returns to work, the time lost from work in order to change into the proper uniform must be made up on the same day. If the employee does not return to work, he/she will be docked a day's pay.

ARTICLE XII

PROBATIONARY EMPLOYEES

- A. Custodian / maintenance personnel hired to perform bargaining unit work shall be subject to a one hundred and twenty [120] calendar day probationary period. Upon completion of one hundred and twenty [120] calendar days, the employee shall be and become within the recognition clause of the Agreement fully subject to the terms and conditions of the agreement.
- B. Definition of Employee: Unless otherwise indicated the term "employee" when used hereinafter in this agreement shall refer to all full-time and part-time employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

- C. Definition of Full-Time Employee: "full-time employees" shall be those employees who are employed at least twenty six [26] hours per week.
- D. Pro-rating of benefits: Each part time employee shall be entitled to those Benefits set forth in Article VI [Temporary Leaves of Absence], Article VII [Sick Leave] and Article VIII [vacation and holiday schedule] on a pro rata basis. Part-time employees shall not be eligible for benefits under Article X [insurance Protection]

ARTICLE XIII

REPRESENTATION FEE

- A. If a member of the bargaining unit represented by the Association does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, that bargaining unit member will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative. Deductions shall commence July 1 of each new school year. If an employee is hired after the commencement of the new school year; deductions shall commence prospectively and be pro-rated from the date of employment.
- B. Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.
- C. The Association shall provide the Board with a demand and return system prior to the collection of representation fees.
- D. The Board agrees to deduct from the salary of any member of the bargaining unit represented by the Association who is not a member of the Association for the current membership year the full amount of the representation fee set forth above and promptly to transmit the amount so deducted to the Association. The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks of those concerned during the remainder of the membership year in question. The

deductions for a particular person will begin no later than thirty (30) days after that person fills a bargaining unit position.

E. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

F. The union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, any action taken or not taken by the employer in conformance with this provision.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

A. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee, 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 the agreement, this agreement, while in effect, shall be controlling.

B. Notice Provision

The Board shall not exercise the thirty (30) day written notice provision in an individual contract to terminate an employee without cause prior to June 30, 1996.

C. Printing Agreement

Copies of this Agreement shall be reproduced at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented by the Association and Board of Education to all employees in the unit now employed, hereafter employed, or considered for employment.