AGREEMENT

between the

SCOTCH PLAINS-FANWOOD BOARD OF EDUCATION

and the

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

LOCAL 102

July 1, 2013 – June 30, 2016

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Agreement made this 29th day of August, 2013, between SCOTCH PLAINS-FANWOOD BOARD OF EDUCATION, hereinafter referred to as the "Board" and LOCAL 102, AN AFFILIATE OF THE INTERNATIONAL BROTHERHOOD OF TEAMSTERS, hereinafter known and designated as the "Union."

ARTICLE I

RECOGNITION

The Board recognizes the Union as the exclusive collective bargaining representative for the head custodians, custodians, maintenance A and maintenance B 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. The Board and the Union agree that the Head Custodian is not a supervisor within the meaning of the PERC law and that neither party will petition PERC for separation from the unit.

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 N.J.S.A. 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 N.J.S.A. 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.

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 work week shall consist of forty (40) working hours including holidays, vacation, paid sick and paid personal days, workers comp., and FLA-FMLA. The breakdown of this shift shall be as follows:

The shift differential shall apply on all work days for the Tuesday through Saturday employee. The Tuesday through Saturday shift will be limited to one (1) employee per middle school and two (2) employees at the high school. Assignment to the Tuesday through Saturday shift will be limited to (a) employees who were assigned to this shift on July 1, 2013, (b) employees who successfully bid for the shift, or (c) employees who are hired on or after July 1, 2013.

- 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. Afternoon and night shift custodians shall work the aforesaid day shift, 6:30 a.m. to 3:00 p.m., 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 July 1st and terminate on the next to last Friday in August.
- 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.

7. Overtime

The hourly rate for overtime for twelve (12) month employees 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 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

employee not reporting for such overtime duty when required. The rotating seniority roster may be bypassed when an employee(s) is/are already working on the job where the overtime will occur. This employee(s) will be charged with a turn on the rotating seniority roster. When there are insufficient employees within a building or job classification to satisfy the overtime needs of the building or job classification, employees who sign up for district wide overtime will be selected for overtime where the shortage of employees occurs on a rotating seniority basis based on district wide seniority. Refusal to accept an assignment from the district wide overtime roster shall count as a turn on the roster.

9. Temporary Transfers

In the event of unscheduled absences the Board may transfer custodians between schools to provide for lunch time coverage. Lunch transfers will be rotated among the custodians at each covering school by seniority. The Board also has the right to transfer custodians in an emergency.

10. Bus Drivers

- a. Bus drivers hired on or before December 31, 1999, will continue to have a work year that is at least equal to the drivers' 1998-1999 work year.
- b. Newly hired bus drivers, both full and part-time, will have a one hundred and eighty-five (185) day work year based on the school calendar.
- c. Bus drivers employed on a one hundred eighty-five (185) day basis will not receive paid holidays and vacation days, include one hundred eighty-five (185) day-bus drivers whose date of hire precedes January 1, 2000.
- d. The work day for one hundred eighty-five (185) day bus drivers may be either six (6) or eight (8) hours. Drivers assigned to a six (6) hour schedule will be paid proportionally.
- e. All bus drivers will have an assigned work location where they will report to perform custodial functions when the driver is not driving the bus.

11. Maintenance Work Schedules

The work shift for both Maintenance A and B employees may be either 6:30 a.m. to 3:00 p.m. or 3:00 p.m. to 11:30 p.m. Emergency shift changes will not exceed three (3) work days in length. Every option will be explored to keep the employees on days. Afternoon shift work will be paid the contractual shift differential.

- 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 to fill a vacancy 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.

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:

- 6. Ten (10) month employees shall receive 10/12th's of the paid vacation days provided in Section 1, above.
- 7. Bus drivers must take vacation when the schools are closed. Vacation request on days when the schools are open will not be approved. Exceptions to this restriction may be granted at the sole discretion of the Business Administrator or his/her designee.

BOILER LICENSE

- 1. The Board agrees to pay the school cost for the obtaining of a boiler license. The Board's payment will be limited to no more than two (2) training courses. 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. The employee shall not lose pay while attending the license course. The employee must make every effort to attend the boiler license training course at a time which does not conflict with the employee's work schedule.
- 2. All the employees in the job classifications of custodian, elementary and secondary head custodians and maintenance-A must obtain a Black Seal license within one (1) year of their employment in order to continue to be employed. Failure to obtain the Black Seal license within one year of employment will be cause for termination regardless of the employee's ability to perform within his/her job classification.
- 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. Employees hired on or after January 1, 1996, will not be compensated for holding the Black Seal license.
- 5. Groundskeepers and Maintenance B are not covered by these provisions.

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. MEDICAL INSURANCE

- 1. Employees shall contribute to the cost of the health insurance program in accordance with the provisions of Chapter 78, of the laws of New Jersey. Employees who waive health and dental insurance coverage shall not be subject to payroll deductions for health insurance.
- 2. Employees hired on or after July 1, 2013 shall only be eligible for health insurance benefits when they are employed by the Board for twenty-five (25) or more hours per week. Part-time employees who were hired prior to July 1, 2013, and who were eligible for medical insurance benefits on June 30, 2013, will continue to receive medical insurance benefits for the duration of their employment unless the employee's hours are reduced below twenty (20) hours per week.
- 3. Employees who are initially employed on a date other than July 1st or September 1st will have a thirty (30) day waiting period before the employee is eligible to enroll in the insurance program.
- 4. Insurance will provide a survivors' benefits clause providing that if an insured employee dies, health premiums will be covered for a two year period.

employee who executes an appropriate form, provided by the Board, waiving both individual and dependent coverage will receive for the year to which the waiver applies three thousand dollars (\$3,000) which shall be payable at the rate of three hundred dollars (\$300) per month for ten months. Once an employee makes an election to waive insurance coverage, he/she may not return at any time during that year. Employees hired during the year who elect not to take coverage or employees terminating his/her employment prior to July 1 shall have the above payments prorated on a monthly basis.

6. Dental Insurance Waiver Option

Employees with dependent coverage shall be offered annually (July 1 to June 30) the option of waiving all dental insurance benefits as set forth in this Agreement. Any employee who executes an appropriate form, provided by the Board, waiving both individual and dependent coverage will receive for the year to which the waiver applies three hundred fifty dollars (\$350.00) which shall be payable at the rate of thirty-five dollars (\$35.00) per month for ten (10) months. Once an employee makes an election to waive insurance coverage, he/she may not return at any time during that year. Employees hired during the year who elect not to take coverage or employees terminating his/her employment prior to July 1 shall have the above payments prorated on a monthly basis.

7. An IRS Chapter 125 plan will be developed in compliance with the IRS code.

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.

POSTING OF JOBS

- 1. Job vacancies shall be posted on the bulletin board in the receiving room. 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. Interviewees who are not selected for the position will be notified in writing.
- 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 re-posted 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.

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.

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 a pay rate that is five percent (5%) higher than his /her current pay rate 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 non-tenure employee which may arise by reason of his discharge or non-re-employment.

Procedure:

- 1. A grievance to be considered under this procedure must be initiated in writing with the Level Two supervisor within forty-five (45) 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

- 8. Level Three If the aggrieved person is not satisfied with the disposition of the grievance at Level Two within ten (10) days following receipt of the Level Two decision, or if no decision has been rendered within ten (10) days following the Level Two hearing, whichever is sooner, the aggrieved person may request in writing that the Union submit his/her grievance to the Board of Education. If the Union considers the grievance to be a valid and meritorious one the Union shall submit the grievance to the Board within ten (10) days of receipt of the grievance from the aggrieved. The written grievance shall set forth the same specifications as set forth at Levels One and Two together with all prior decisions. The Board, or a committee appointed by the Board, may hold a hearing with the affected employee, or at its discretion may render a written decision based on the record submitted. If a hearing is held it shall be held within thirty (30) days of receipt of the grievance by the Board. The Board's decision shall be rendered within thirty (30) days following receipt of the written grievance, or within ten (10) days following the grievance hearing if a hearing is held, whichever is later.
- 9. Level Four - 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.
- 10. <u>Miscellaneous</u> 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

GRIEVANCE FORM TEAMSTERS LOCAL 102 AND SCOTCH PLAINS-FANWOOD BOARD OF EDUCATION

DATE	53 <u>. </u>
GRIE	VANCE SPECIFICATIONS:
	Date of occurrence:
	Section(s) of the Agreement or written Board Policy violated:
	Loss of damages incurred
	Remedy sought
LEVE	EL ONE
	Date of discussion
•	Supervisor involved in the discussion
	Supervisor's response
	Date of response
LEVE	L TWO
T.	Date filed with the Union
	Date received by the Level Two supervisor
	Date of the Level Two hearing
	Supervisor's response
•	Date of supervisor's response
LEVE	CL THREE
	Date filed with the Union
	Date received by the Board
	Board's response

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:

446 Morris Avenue Springfield, N.J. 07081

ARTICLE 26

WAGES

- 1. All custodial, grounds, maintenance and transportation and hall monitor employees will be paid in accordance with the salary guides included in this contract.
- 2. Employees shall advance one step on the salary guide effective July 1st of each year provided (a) that the employee has been paid for more than one-half of scheduled work days in the preceding calendar year, and (b) that the employee's increment has not been withheld.

3. 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

SCOTCH PLAINS-FANWOOD LOCAL 102 GUIDES

CUSTODIAN		CUSTODIAN		CUSTODIAN		CUSTODIAN		
2012-13		2013-14		2014-15		2015-16		
STEP	\$\$	STEP	\$\$	STEP	\$\$	STEP	\$\$	
3	32000	3	32624	3	33352	3	34163	
4	33469	4	34093	4	34821	4	35632	
5	35500	5	36124	5	36852	5	37663	
6	37639	6	38263	6	38991	6	39803	
7	41080	7	41704	7	42432	7	43243	
A	53054	Α	53678	Α	54406	Α	55217	
MAINT B & GROUNDS		MAINT B & GROUNDS		MAINT B & GROUNDS		MAINT B & GROUNDS		
2012-13		20	2013-14		2014-15		2015-16	
STEP	\$\$	STEP	\$\$	STEP	\$\$	STEP	\$\$	
4	34812	4	35436	4	36164	4	36975	
5	35856	5	36480	5	37208	5	38019	
6	37876	6	38500	6	39228	6	40039	
7	43237	7	43861	7	44589	7	45400	
Α	55307	Α	55931	Α	56659	Α	57470	
HEAD SECONDARY		HEAD SECONDARY		HEAD SECONDARY		HEAD SECONDARY		
2012-13		2013-14		2014-15		2015-16		
STEP	\$\$	STEP	\$\$	STEP	\$\$	STEP	\$\$	
3	43300	3	43924	3	44652	3	45463	
4	44600	4	45224	4	45952	4	46763	
5	45800	5	46424	5	47152	5	47963	
6	47000	6	47624	6	48352	6	49163	
7	48205	7	48829	7	49557	7	50368	
Α	59212	Α	59836	Α	60564	Α	61375	
HEAD ELEMENTARY		HEAD ELEMENTARY		HEAD ELEMENTARY		HEAD ELEMENTARY		
2012-13		2013-14		2014-15		2015-16		
STEP	\$\$	STEP	\$\$	STEP	\$\$	STEP	\$\$	
3	38525	3	39149	3	39877	3	40688	
4	39625	4	40249	4	40977	4	41788	
5	40725	5	41349	5	42077	5	42888	
6	41826	6	42450	6	43178	6	43989	
7	44903	7	45527	7	46255	7	47066	
Α	57010	Α	57634	Α	58362	Α	59173	

STEP ADVANCEMENT SHALL OCCUR ON JULY 1, 2013 AND JANUARY 1, 2015