
CRESSKILL PUBLIC SCHOOLS
BOARD OF EDUCATION-CRESSKILL EDUCATION ASSOCIATION
AGREEMENT FOR 2002-2005

CRESSKILL PUBLIC SCHOOLS

Custodians, Head Custodian/Maintenance Men Contract

2002-2005

Agreement made this first day of **July 2002** between the Cresskill Board of Education (hereinafter referred to as the "Board") of Lincoln Drive, Cresskill, New Jersey, and the Cresskill Education Association (hereinafter referred to as the "CEA") of Lincoln Drive, Cresskill, New Jersey.

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Exhibits

A. Salary Guides

Custodians
Head Custodian/Maintenance Men

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ARTICLE I-RECOGNITION

The Cresskill Board of Education (Board) recognizes the Cresskill Education Association (CEA) as the representative for collective negotiations for all employees under contract in titles of custodian/maintenance, and head custodian/maintenance.

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ARTICLE II - DEFINITIONS

- 1) Board means the Cresskill Board of Education, its members, officers and appointed agents.
- 2) CEA means the Cresskill Education Association, its officers and appointed agents.
- 3) Employee means a person or persons employed by the Board in the job categories defined in Article I.
- 4) Grievance is a claim by any employee or the CEA based upon the interpretation, application or violation of this agreement, Board policy or administrative decision that affects the employees terms and conditions of employment.
- 5) Grievant means an employee or the CEA making a claim.
- 6) Representative means a person or persons and/or a designated officer or agent of the CEA to represent the employee.

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ARTICLE III - DURATION OF CONTRACT

This agreement shall be effective for the period commencing July 1, 2002 and ending June 30, 2005.

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ARTICLE IV - RIGHTS OF PARTIES

- A) Nothing herein contained shall deny any employee and/or the Board of their rights under New Jersey State Education Laws and/or State Rules and Regulations.
- B) Except as considered administratively inappropriate, implementation of the express written provision of this agreement and other terms of employment and working conditions of employees of this district shall remain consistent with prevailing practices in this district.
- C) If the parties, under specific circumstances, modify a provision of this agreement, such modification shall not be deemed precedent for any further application of that provision.
- D) Agency Shop Clause - Effective July 1, 1984 the Board hereby grants to the CEA an agency shop. If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this agreement, said employee 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. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

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ARTICLE V - SAVINGS CLAUSE

In the event that any portion of this agreement shall be found contrary to law, the remainder of the agreement shall continue in force for the period of the agreement.

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ARTICLE VI - PERSONNEL FILES

Employees shall have access to review their personnel files upon notification to the administration. Following a review employees may request and shall receive copies of any documents, which have been placed in their files.

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ARTICLE VII - GRIEVANCE PROCEDURE

Intent: It is the purpose of this procedure to secure, at the earliest administrative level, equitable resolution of differences concerning the rights of parties, through procedures under which the grievant and the Board are afforded adequate opportunity to dispose of the grievance.

Level One: A grievant within forty-five (45) working days of a grievable occurrence may present and discuss the grievance with the building principal. The grievant and principal may mutually agree to extend the above time limit. The grievant shall have the right to represent himself and/or designate a representative to present the grievance with or for him/her. Discussions between the principal and grievant and/or representative may be entirely informal. The principal shall within fourteen (14) working days inform the grievant in writing of his decision.

Level Two: If the grievance is not resolved at Level One, then within fourteen (14) working days of notification by the principal of his/her decision, the grievant will submit the grievance in writing to the superintendent or his/her designee. The superintendent or his/her designee shall, within fourteen (14) working days of the receipt of the grievance, meet with the grievant and/or his/her representative for the purpose of discussing the grievance. The superintendent or his/her designee shall, within fourteen (14) working days after the grievance meeting, issue in writing his/her decision with reasons to the grievant.

Level Three: If the grievance is not resolved at Level Two, then within seven (7) working days after receipt of the written decision of the superintendent or his/her designee or the expiration of the time limit for making such decision, the grievant or his/her representative may submit the grievance in writing to the Board, together with a copy of the decision of the superintendent or his/her designee. The Board shall, within fourteen (14) working days of the receipt of the grievance, meet with the grievant and/or his/her representative for the purpose of discussing the grievance. Such a meeting shall be arranged by the superintendent or his/her designee at a time and place mutually agreeable to the grievant and/or his/her representative and the Board. The Board shall, within fourteen (14) working days after the grievance meeting, issue its disposition with the reasons in writing to the grievant.

Level Four: If the grievance has not been resolved at Level 3, then within fourteen (14) working days after receipt of the written decision of the Board, or the expiration of the time limits for making such decision, the grievant or his/her representative(s) may submit to the Board a written notice for appointment of an arbitrator who shall be empowered to review the grievance and to make findings and recommendations. Such arbitrator shall be selected directly by the parties from the Public Employment Relations Commission list of available arbitrators within twenty-one (21) working days of the Board's receipt of such written notice. The arbitrator's findings and recommendations shall be made within fourteen (14) working days after review of the case, but such findings and recommendations shall not bind any of the parties to the grievance.

Level Five: If the grievance is not resolved at Level Four, the grievant or his/her representative may, within fourteen (14) working days of receipt of the finding or recommendations of the arbitrator, request in writing a review of the grievance by the Board,

ARTICLE VII - GRIEVANCE PROCEDURE (Continued)

together with the reasons for such request. The Board may, within fourteen (14) working days of the receipt of the findings or recommendations of the arbitrator, review the grievance upon its own motion, provided that written notice of such review, together with the reasons for the review, are furnished the grievant and/or his/her representative. The Board shall review the facts of the grievance and shall render its disposition in writing with reasons to the grievant or his/her representative within fourteen (14) working days after the completion of the review of the case.

Level Six: If the grievance is not resolved at Level Five, either party may pursue the grievance to the next appropriate authority as provided in Article IVA of this contract.

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ARTICLE VIII - SALARIES

Employee salary guides for 1999-02 are attached as Exhibit A. (The rate of increase is 3.9% each year.)

Normal increments as indicated on the salary guide(s) for employees will be granted each year for satisfactory performance if recommended by the superintendent and approved by the Board.

A ten month employee must work at least five calendar months in a school year in order to be eligible for advancement to the next salary step at the start of the following school year.

A twelve month employee must work at least six calendar months in a school year in order to be eligible for advancement to the next salary step at the start of the following school year.

All custodial positions are twelve (12) months unless otherwise designated at time of employment.

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ARTICLE IX - SICK LEAVE

1) Days Earned

Each employee shall be given sick leave credit of one day for each month's employment during the school year, i.e., ten (10) days if employed on a ten month basis (September 1 to June 30) and twelve (12) days if employed on a twelve month basis (July 1 to June 30).

An employee starting employment on or before the 15th of the month and employed for sixteen calendar days shall be allowed one day's credit for that month but no credit will be allowed for that month if employment begins after the 15th of the month.

2) Unused Sick Leave

Effective from July 1, 1954, an employee's annual unused sick leave credit will be cumulative from year to year without limit.

No employee shall lose or add to his/her previously accumulated unused days of sick leave by reason of having been granted a leave of absence by the Board. Unused accumulated sick leave credit is automatically dropped when an employee fails to return from such leave of absence and also when the employee's services are terminated for any other reason.

The Board shall, by October 1 of each school year, notify each employee of his/her accumulated sick leave credit.

3) Use of Sick Leave

The sick leave credit accumulated as provided herein may be used by the employee at any time for the purpose for which such sick leave is intended.

If an employee uses sick leave benefits for reasons other than those for which sick leave is intended, such employee shall be subject to dismissal from further services.

Employees shall be allowed sick leave absence with full pay for the reasons and within the limits specified below. The number of days for such absences shall be deducted from the employee's annual and accumulated sick leave credit.

Personal illness or injury to the employee or his/her immediate family: i.e., husband, wife, child, mother, father, sister, brother, or any other relative, provided such other relative lives within the employee's immediate household. Any medical circumstances affecting relatives in addition to those listed here are to be granted at the discretion of the superintendent.

ARTICLE IX - SICK LEAVE (Continued)

A doctor's certificate may be required in the event of an extended absence. If a doctor's certificate is requested and is not furnished, an amount equivalent to the basic substitute's pay shall be deducted for the third day after the request is made and the succeeding days of absence.

4) Extended Sick Leave

In instances where an employee has exhausted his/her sick leave, the Board may on a case-by-case application grant additional sick leave with either full or partial salary. The Board's decision to grant or not grant additional sick leave under this paragraph shall not be considered precedent for other applications.

5) Payment for Unused Sick Leave on Retirement

Employees will be compensated for unused sick leave under the following conditions:

- a minimum of 75 sick leave days must be accumulated.
- employee must be retiring. (TPAF or PERS)
- one year advanced notification in writing of intent to retire must be given
- credit for unused sick leave days during period of leave of absence is not granted
- retirement must occur June 30th

The compensation is based on the individual's average attendance for the prior three year period compared to the average attendance of the entire staff of the district (including all CEA unit members) according to the following formula:

If the individual's average attendance is within 5 percentage points of the total staff attendance, the individual is credited with \$100 per day in 1999-2000, not to exceed \$25,000, \$85 per day in 2000-2001, not to exceed \$25,000, and \$85 per day in 2001-2002, not to exceed \$13,000. If the individual's average attendance (absences) is greater than 5% of the total staff attendance, the rates will be as follows:

2002-2003 - \$80 up to \$25,000
2003-2004 - \$65 up to \$25,000
2004-2005 - \$65 up to \$13,000

The schedule for pay out in the event of retirement shall be as follows: Notification prior to September - payment made the following July, notification after September 1 - payment to be made in July of the following school year. (Year one (1) of the contract notification must be made no later than January 3rd.)

ARTICLE IX - SICK LEAVE (Continued)

6) Payment for Unused Sick Leave in a Given Year

Each year an employee is eligible for the following payments if sick leave is not used or is limited:

No. of Days of Sick Leave Used	2002-2003, 2003-2004 2004-2005 Payment*
0	\$280
1	\$240
2	\$190

* This payment will be made the following October from each previous completed school year.

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ARTICLE X - PERSONAL/NOTIFICATION DAYS

1. Personal days

Each employee shall be granted two days leave without the employee's giving a reason for the need to be absent. The employee shall notify the administration of the date of any such day at least five working days prior to that date except in the case of emergency.

Every effort will be made by the employee to consider the smooth **continuity of education** with regard to use of personal/notification days. The Association and its members recognize the intent of the use of personal/notification days and that these days may not be taken before or after a long weekend or holiday without the prior approval of the Superintendent. Again, every effort will be made by Association members to utilize these days in a professional manner.

2. Notification Days

An employee shall be granted one such day each school year if employed less than ten (10) years in the district. Two days shall be allowed each school year for employees of ten or more years of service in the district. The allowance under this article shall be in accordance with the terms of Section 3 below.

The employee shall notify the administration of the date of any such day at least five working days prior to that date except in cases where the exact date cannot be predetermined. If the absence is linked to a school holiday or weekend, a request for substantiation of reason for the absence may be made.

Absence will be allowed upon approval of the reason, in advance, by the Superintendent. Examples of reasons for which such days may be granted include: household emergency not related to illness or injury, legal consultations and legal ceremonies, graduations in the immediate family, birth of child, civic duty and subpoenas (other than school related).

Every effort will be made by the employee to consider the smooth continuity of education with regards to use of personal/notification days. The Association and its members recognize the intent of the use of personal/notification days and that these days may not be taken before or after a long weekend or holiday without the prior approval of the Superintendent. Again, every effort will be made by Association members to utilize these days in a professional manner.

3. Unused Personal/Notification Days

If no personal/notification days (p/n) days are used, the days are transferred to sick days the following year (no reimbursement).

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ARTICLE XI - ABSENCE RELATED TO DEATH

In case of death in the immediate family as defined in this agreement, an employee may be absent for five (5) school days with no salary deduction. Such absence must occur within 14 days of the death. Any such absence in excess of five (5) schools days would be taken without pay.

In case of death of a relative other than the immediate family as defined in this agreement in Article IX, Section 3, provided that any such absence exceeding two (2) consecutive school days shall be without pay.

The allowance under this article shall not be cumulative.

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ARTICLE XII - OTHER ABSENCES WITH PAY

Except as modified below, the following absences shall be allowed at full pay. Such allowance shall not be cumulative.

- 1) Absence of an employee due to quarantine either by the Health Office of the community in which the employee resides, or by direction of the school physician because of a contagious disease in the employee's immediate household, but not because of personal illness, provided that proper evidence is submitted by the absent employee to the Superintendent through the principal's office.
- 2) Enforced absence of an employee by reason of a subpoena or legal process issued by a court, provided that the subpoena or other evidence of legal process is filed with the Superintendent through the principal's office, and provided further that the employee is not a party to the suit involved, i.e., indicting or being indicted, or suing or being sued. If the employee is a party to the suit, the basic substitute pay shall be deducted for a period of five (5) days; thereafter, the employee will receive no pay.
- 3) Absences which are for school purposes as recommended by the Principal and approved by the Superintendent.
- 4) In all instances, when a staff member is on leave, he/she is to file a written statement of intent to return or not return to the position for the spring semester no later than December 15 or for the fall semester no later than March 15 of the prior year.

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ARTICLE XIII - REDUCTION IN PAY

In case of absence for reasons approved by the Superintendent but not covered elsewhere in this agreement, the basic substitute rate shall be deducted.

In the case of employees for whom no substitute is provided, any salary deductions shall be made on the basis of what a substitute would be paid.

In all cases not covered elsewhere in this agreement in which absences are taken without approval of the reason by the Superintendent, the deduction from the employee's pay for each day's absence shall be made on the basis of:

1/200th of the annual 10 month salary; or
1/240th of the annual 12 month salary.

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ARTICLE XIV - OTHER ABSENCES WITHOUT PAY

The following leaves of absence, granted in accordance with this article, shall be without pay in all cases.

- 1) Paternity/maternity leave shall be granted for a period of up to the end of the school year in which the birth of the child or the placement of a child for adoption occurs. If the child is born February 1st to August 31st, a maternity leave shall be granted through January 31st following the child's birth. This leave may be extended through the end of that school year at the discretion of the Superintendent and the Board of Education, upon a written explanation of the reason for the request. Such requests must be submitted to the Superintendent no later than June 1st. Consideration will be given to extenuating circumstances and continuity of instruction.
- 2) The Board may approve a request for leave of absence not to exceed twelve months upon the recommendation of the principal and the superintendent for the following:
 - A. Personal illness, injuries, or disability including medically certified rest and recuperation and/or
 - B. Educational and professional growth.

Applications for educational and/or professional growth should be filed no later than November 15 for the spring semester or by February 1 for the following fall semester or for a full school year.

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ARTICLE XV - INSURANCE BENEFITS

1. Medical Insurance

- A. The Board shall underwrite the cost of health insurance premiums (Horizon Blue Cross Blue Shield or equivalent currently in effect for hospitalization, surgical and major medical) for all personnel hired prior to July 1, 1996 and their eligible dependents for the 2002-03, 2003-04 and 2004-05 school years under the conditions listed in item B below.
- B. The Board shall underwrite the cost of health insurance premiums (Horizon Blue Cross Blue Shield or equivalent currently in effect for hospitalization, surgical and major medical) for all personnel hired after July 1, 1996 (dependent coverage will be made available to employees with less than three (3) consecutive years of employment on a full contributory basis by the employee) for the duration of this contract.
- C. As of July 1, 2002, all new employees are eligible for single coverage in the Horizon Blue Cross Blue Shield PPO Plan, which can be converted to family PPA, if requested, upon completing three consecutive years of employment, (dependent coverage will be made available to employees on a full contributory basis by employee with less than three (3) consecutive years).

2. Dental Insurance

- A. The Board shall underwrite the cost of dental insurance premiums (Delta Dental Plan-Delta Premier or equivalent), no deductible, including orthodontic services for all personnel (hired prior to July 1, 1996) and their eligible dependents for the duration of this contract.
- B. The Board shall underwrite the cost of dental insurance premiums (Delta Dental Plan-Delta Premier or equivalent), no deductible, including orthodontic services for all personnel hired after July 1, 1996 (dependent coverage will be made available to employees on a full contributory basis by the employee) for the duration of this contract.

3. Upon successful completion of three (3) consecutive years of employment, all personnel shall be eligible for the same health and dental insurance coverage as offered to other tenured employees as outlined in the BOE/CEA contract agreement in effect at that time.

4. Any change(s) in health or dental insurance plans as listed in items #1 and #2 above must be mutually agreed upon by the Board and the CEA.

5. Optical Benefit

The Board shall underwrite the cost of one optical exam, or one pair of glasses or contact lenses per employee, up to \$100 per contract year within a pool capped at \$10,000 per year for all CEA members. Receipts must be submitted to the business

office no later than June 15th of each school year the exam occurred. By the end of that school year, the Superintendent of Schools will review the number of CEA receipts filed with the business office to determine the prorated amount to be reimbursed to each participating employee from the \$10,000 pool. (Should the \$10,000 not be reached, each employee submitting receipts may receive up to a maximum of \$150.) Such payment will be forwarded to the employee during the summer following the end of the school year.

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ARTICLE XVI - VACATION TIME EARNED

- A. Each full time employee hired before July 1, 1994 shall receive vacation based on the following periods of employment:
- a) Less than one year - One day for each month or major fraction thereof worked prior to July 1 but not to exceed ten (10) working days
 - b) One through two years completed - 10 working days
 - c) Over two years completed - 15 working days
 - d) Over five years completed - 20 working days
- B. Each full time employee hired after July 1, 1994 shall receive vacation based on the following periods of employment:
- a) For the first six months of employment, the employee is entitled to no vacation days. After six months of continued service, an employee is entitled to five vacation days. These five vacation days must be used before the employee's first year anniversary date of employment provided that this period includes the summer months. If the period of time before the employee's first year anniversary date does not include the summer months, then the employee may carry over these vacation days to the following year, but must use these by September 1 of the following year.
 - b) One through five years completed - 10 working days
 - c) Six through ten completed - 15 working days
 - d) Over ten years completed - 20 working days

An employee becomes eligible for movement from one level to another, e.g. b) to c) or c) to d), beginning with the new contract year after reaching the anniversary date of his/her employment.

Part time employees shall earn prorated vacation time based upon the time earned by a full time employee.

Vacation schedules shall be set up to permit most efficient operation of summer custodian program. No more than three weeks may be scheduled for the months of July and/or August. Personnel shall be encouraged to schedule two weeks of vacation in July and/or August and the remainder between November and April, excluding student vacation periods.

Accrued vacation days shall not be accumulated past the following contract year. Unused vacation days shall not be eligible for any financial compensation.

ARTICLE XVI - VACATION TIME EARNED (continued)

The maximum number of vacation days that may be taken at one time is fifteen. However, the superintendent may grant requests for extended use of vacation time at his/her discretion.

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ARTICLE XVII - PLACEMENT AND ADVANCEMENT

A maximum of two (2) years credit for relevant prior experience may be allowed for newly employed personnel.

Normal increments as indicated will be granted each year for satisfactory performance if recommended by the Superintendent and approved by the Board.

A longevity increment of \$330 will be granted after an employee reaches maximum if recommended by the Superintendent and approved by the Board.

The normal work schedule shall be an eight (8) hour day and forty (40) hour week. This may vary slightly to fit certain requirements.

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ARTICLE XVIII - HOLIDAYS

Custodians and maintenance men shall have the following thirteen holidays:

Rosh Hashanah, Yom Kippur, Thanksgiving Day and the day thereafter, Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Washington's Birthday, Good Friday, Memorial Day, July 4th and Labor Day.

Holidays that fall on weekends that are not state or federal holidays shall not be recognized as a paid holiday or for compensatory time.

If on any of these holidays, there is a teachers' professional day scheduled, all custodians will not be required to work. However, it is recognized that custodial coverage for the schools will be necessary. Therefore, any custodians required to work on these days shall be entitled to holiday pay.

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ARTICLE XIX -UNIFORMS

Each full time custodian and maintenance person will receive three uniforms consisting of shirt and trousers each year of this contract.

*Each full time custodian and maintenance person will receive a \$110 shoe allowance in any given year in lieu of a uniform allowance. Custodians and maintenance persons shall have a sufficient supply of uniforms on hand before taking this option.

*Each full time custodian and maintenance person will receive a \$100 winter jacket allowance for the duration of this contract period.

*Each full time custodian and maintenance person will also receive raingear outfits, consisting of a hooded jacket, trousers and slush boots. Each custodian and maintenance person will sign for this outfit and will be responsible for it upon his/her departure from the school system. Replacement of the raingear outfit will be according to normal wear and tear.

*These items must be accompanied by a purchasing receipt.

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ARTICLE XX - PART TIME EMPLOYEES

Each part time employee's compensation and fringe benefits (hereinafter collectively referred to as remuneration) shall be paid on a prorata basis against remuneration paid to full time personnel.

Notwithstanding the provisions of the above paragraph, full health and dental benefits shall be given to personnel who are employed at least 20 hours/week. Employees working less than 20 hours/week shall not be entitled to any health and dental benefits.

Fringe benefits shall include: sick leave days earned, unused sick leave, use of sick leave, payment for unused sick leave on retirement, all as set forth in Article IX - Sick Leave; personal/notification days as set forth in Article X - Personal/Notification Days.

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ARTICLE XXI - SIGNATURE PAGE

In witness hereof the parties have signed this agreement of the date first set forth herein in the Borough of Cresskill, County of Bergen, State of New Jersey.

CRESSKILL BOARD OF EDUCATION

_____ by _____
Date President

_____ Witness
Date

CRESSKILL EDUCATION ASSOCIATION

_____ by _____
Date President

_____ Witness
Date

