



Board of Education  
of  
Parsippany-Troy Hills

and

International Association of  
Industrial Workers

Local 1

Agreement

July 1, 2006—June 30, 2007

July 1, 2007—June 30, 2010

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### 12 month 8 hour Driver Guide

2007-08		2008-09		2009-10	
Step	Salary	Step	Salary	Step	Salary
1	\$27,754	1	\$27,754	1	\$27,754
2	29,459	2	29,459	2	29,459
3	30,635	3	30,635	3	30,635
4	31,811	4	31,811	4	31,811
5	33,183	5	33,183	5	33,183
6	34,535	6	34,535	6	34,535
7	35,888	7	35,888	7	35,888
8	37,397	8	37,397	8	37,397
9	38,926	9	38,926	9	38,926
10	40,454	10	40,454	10	40,454
11	42,022	11	42,022	11	42,022
12	43,688	12	43,688	12	43,688
13	45,452	13	45,452	13	45,452
14	47,314	14	47,314	14	47,314
15	50,176	15	50,176	15	50,176
16	52,051	16	52,051	16	52,051
17	54,000	17	54,000	17	54,000
18	56,000	18	56,000	18	56,000

**SALARY GUIDES—APPENDIX A**

**PREAMBLE**

**12 Month 6 Hour Driver Guide**

2007-08		2008-09		2009-10	
Step	Salary	Step	Salary	Step	Salary
1	\$20,815	1	\$20,815	1	\$20,815
2	22,094	2	22,094	2	22,094
3	22,976	3	22,976	3	22,976
4	23,858	4	23,858	4	23,858
5	24,887	5	24,887	5	24,887
6	25,901	6	25,901	6	25,901
7	26,916	7	26,916	7	26,916
8	28,048	8	28,048	8	28,048
9	29,194	9	29,194	9	29,194
10	30,341	10	30,341	10	30,341
11	31,517	11	31,517	11	31,517
12	32,840	12	32,840	12	32,840
13	34,163	13	34,163	13	34,163
14	35,486	14	35,486	14	35,486
15	37,632	15	37,632	15	37,632
16	39,043	16	39,043	16	39,043
17	40,513	17	40,513	17	40,513
18	41,900	18	41,900	18	41,900

**THIS AGREEMENT** made and entered into as of this 4th day of October 2007, covers the period of July 1, 2006 through June 30, 2007, and a subsequent Agreement covering July 1, 2007 through June 30, 2010 between the Board of Education of Parsippany-Troy Hills, hereinafter referred to as the Board, and the Maintenance, Custodial and Bus Drivers Association, an affiliate of **LOCAL 1, INTERNATIONAL ASSOCIATION OF INDUSTRIAL WORKERS**, 2435 Highway 34, #105, Manasquan, New Jersey.

**WITNESSETH**

**WHEREAS**, the Union has presented proof that it represents a majority of the Maintenance, Custodial, and Driver classifications, excluding Supervisory, Office and Clerical employees; and

**WHEREAS**, the Parsippany-Troy Hills Board of Education, by virtue thereof has recognized said Union as the sole and exclusive bargaining agent for all Maintenance Personnel, Custodians, and Drivers excluding Supervisory, Office and Clerical employees and individuals employed in professional licensed categories, i.e., plumber, electrician, carpenter, etc., drivers employed on a per trip basis, and seasonal employees employed by the Board of Education; and

**NOW, THEREFORE**, it is mutually agreed between the parties that this Agreement shall be effective July 1, 2006 through June 30, 2007, and a subsequent Agreement covering July 1, 2007 through June 30, 2010.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be signed and witnessed by their respective officers, on the day and year above written.

**BOARD OF EDUCATION OF  
PARSIPPANY-TROY HILLS  
THE TOWNSHIP OF PAR SIPPANY-  
TROY HILLS, NEW JERSEY**

**INTERNATIONAL UNION  
OF PRODUCTION,  
CLERICAL AND PUBLIC  
EMPLOYEES, LOCAL 1**

\_\_\_\_\_  
*Board President*

\_\_\_\_\_  
*Business Agent*

\_\_\_\_\_  
*Board Secretary*

\_\_\_\_\_  
*Chief Steward*

**ARTICLE I—RECOGNITION**

- A. The Parsippany-Troy Hills Board of Education hereby recognizes the Union as the sole and exclusive bargaining agent for all employees now employed or to be employed in the Maintenance, Custodial, and Driver classifications excluding Supervisory, Office and Clerical employees of the Parsippany-Troy Hills Board of Education, in all those matters specifically provided for herein pertaining to wages, hours and conditions of employment.
- B. Wherever used herein the term “Employees” shall mean and be construed only as referring to members of the bargaining unit covered by this Agreement, and references to male employees shall include female employees.

**ARTICLE II**

**SALARY GUIDE**

- A. There will be a salary increase of 4% (with adjustments for drivers and low end custodian/maintenance workers) to be paid retroactively for the 2006-2007 school year.

A subsequent three-year contract will begin with the 2007-2008 school year with salary increases as indicated below:

2007-2008	4%
2008-2009	3.8%
2009-2010	3.8%

The salary guides for Local 1 will be reinstated as indicated in Appendix A.

Placement of a custodian or maintenance worker upon movement to the Head/Lead/Working/Forman Guide will be to the next higher salary amount, regardless of step.

Due to the nature of their work the Board and Local 1 recognize the need to develop separate contractual language and a separate salary guide for bus drivers. It is understood, however that drivers maintain all rights, privileges and protections, unless otherwise specified, as outlined in the Collective Bargaining Agreement between the Board and Local 1.

- B. New employees shall be hired on a probationary basis for one hundred and fifty (150) calendar days. During the period of probationary employment the employee’s salary shall be established at four hun-

**10 Month 8 Hour Driver Guide**

2007-08		2008-09		2009-10	
Step	Salary	Step	Salary	Step	Salary
1	\$21,863	1	\$21,863	1	\$21,863
2	23,206	2	23,206	2	23,206
3	24,133	3	24,133	3	24,133
4	25,059	4	25,059	4	25,059
5	26,140	5	26,140	5	26,140
6	27,205	6	27,205	6	27,205
7	28,271	7	28,271	7	28,271
8	29,460	8	29,460	8	29,460
9	30,664	9	30,664	9	30,664
10	31,868	10	31,868	10	31,868
11	33,103	11	33,103	11	33,103
12	34,493	12	34,493	12	34,493
13	35,883	13	35,883	13	35,883
14	37,272	14	37,272	14	37,272
15	40,370	15	40,370	15	40,370
16	41,900	16	41,900	16	41,900
17	43,492	17	43,492	17	43,492
18	45,145	18	45,145	18	45,145

**SALARY GUIDES—APPENDIX A**

**10 Month 6 Hour Driver Guide**

2007-08		2008-09		2009-10	
Step	Salary	Step	Salary	Step	Salary
1	\$17,244	1	\$17,244	1	\$18,244
2	18,244	2	18,244	2	18,944
3	18,944	3	18,944	3	19,644
4	19,644	4	19,644	4	20,444
5	20,444	5	20,444	5	21,244
6	21,244	6	21,244	6	22,044
7	22,044	7	22,044	7	22,944
8	22,944	8	22,944	8	23,844
9	23,844	9	23,844	9	24,744
10	24,744	10	24,744	10	25,744
11	25,744	11	25,744	11	26,744
12	26,744	12	26,744	12	27,744
13	27,744	13	27,744	13	28,844
14	28,844	14	28,844	14	29,944
15	29,944	15	29,944	15	31,091
16	31,091	16	31,091	16	32,270
17	32,270	17	32,270	17	33,500
18	33,500	18	33,500	18	34,500

dred dollars (\$400) less than the hiring range placement. Upon successful completion of one hundred fifty (150) days of employment the individual shall be issued a contract for the remainder of the school year at the appropriate hiring range placement. Providing a new employee has been in the employment of the Board for at least six (6) months of the school year, (including the probationary period) and received the recommendation of the Superintendent of Schools, he/she shall be granted a pay raise in accordance with the Agreement.

- C. All increments and/or guide adjustments shall be in accordance with Board Policy and require the recommendation of the Superintendent of Schools.
- D. Management discretion in placement of new hires based on related experience with no cap. Union reserves the right to question placements it deems inconsistent with experience.

**ARTICLE III  
DRIVERS**

**Types of Drivers**

To/From school drivers are assigned to school packages.  
Trip drivers are assigned to various field trips and athletic trips.

**Hours of Work/Assignment of Routes**

Six (6) hour drivers will be guaranteed a minimum of six hours work each day.  
Eight (8) hour drivers will be guaranteed eight hours work each day.

The Board will organize regularly scheduled daily runs into packages that include an A.M. route set, mid-day route set and P.M. route set, and drivers will select such packages prior to the commencement of school in order of seniority. Regular daily runs and packages will be optimized by the Transportation Coordinator so as to (a) ensure the most efficient use of the busses (b) enable as many drivers as possible to receive the maximum number of working hours possible and (c) ensure that we have adequate coverage and that all students can be transported in a safe and timely manner. A driver must work all runs, including midday and late runs that are part of the package selected by the driver.

Once each year, bus drivers may pick their to/from school run package in order of seniority. When they make this selection they are obligated to perform such work and there are no returns once accepted. Should a preferential package become available drivers, based on seniority may select said package. The new driver (if a new hire occurs) will be assigned to the vacated package. Any additional changes will be at the discretion of the Transportation Coordinator.

Management reserves the right to change a driver from his or her package, or part there of, if it is deemed to be in the best interest of the student(s) on the run.

Non-regularly scheduled runs shall be distributed as equally as practicable among the employees qualified and capable of performing the work available. These runs shall be offered to employees in order of seniority on a rotating basis.

Non-regularly scheduled runs, offered to but refused by an employee shall be counted as runs worked for the purpose of determining the equitable distribution of runs.

Athletic/Educational/Field Trips that fall during any recess of three or more consecutive school days will be posted in the transportation office and will be rotated among the drivers signed up to cover during that time.

Currently there are two types of trip packages and drivers, to/from school packages/drivers and trip packages/drivers. Request for change in assignment either from a to/from school package or trip package may be made within the period of time a position becomes available. Such changes will only be made when positions become available. Trip packages will have first selection rights given to those drivers who are currently hired for and holding these positions. If a to/from driver wishes to choose a trip package they can do so only if a position becomes available, i.e.: a trip driver resigns or chooses to opt for an available to/from school package.

In the event that a trip is cancelled upon arrival, the driver will be paid for a minimum of two hours, which will include the pre and post trip inspection of vehicle.

The Board will guarantee that all drivers will be paid a minimum of two hours when reporting for any assignment set. Assignment sets include am, mid-day, pm school routes; field trip; sports trip, and includes pre and post trip inspections.

A layover is a period of time between assignments. If one assignment ends and another begins within 59 minutes of the first assignment, the time is paid. If the break between assignments is 60 minutes or more, the time is not paid.

Drivers will conduct pre and post trip bus inspections for each run. Drivers will maintain all safety records, mileage reports, and any other paperwork mandated by state law or departmental procedures in accordance with schedules provided by the Transportation Coordinator.

Failure to maintain accurate and up to date records, or conduct pre and post trip inspections will be grounds for disciplinary action.

### **Head Custodian/Lead Worker/Foreman Salary Guide**

	<b>2007-08</b>		<b>2008-09</b>		<b>2009-10</b>
<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>	<b>Step</b>	<b>Salary</b>
A	\$29,000				
1	31,000	1	\$31,000	1	\$32,500
2	32,500	2	32,500	2	33,500
3	33,220	3	33,800	3	34,400
4	34,500	4	34,549	4	35,220
5	35,500	5	35,880	5	36,000
6	36,500	6	36,920	6	37,387
7	37,000	7	37,960	7	38,471
8	38,300	8	38,480	8	39,554
9	39,300	9	39,832	9	40,096
10	41,385	10	40,872	10	41,505
11	41,600	11	43,041	11	42,589
12	42,500	12	43,264	12	44,848
13	43,600	13	44,200	13	45,081
14	44,700	14	45,344	14	46,056
15	46,300	15	46,488	15	47,248
16	47,600	16	48,152	16	48,440
17	49,305	17	49,504	17	50,174
18	50,768	18	51,277	18	51,583
19	52,547	19	52,800	19	53,856
20	53,070	20	54,544	20	55,600

**SALARY GUIDES—APPENDIX A**

**Custodian/Maintenance Worker Guides Adjusted 9-25-07**

2007-08		2008-09		2009-10	
Step	Salary	Step	Salary	Step	Salary
1	\$25,000	1	\$25,500	1	\$26,000
2	25,500	2	26,000	2	26,571
3	26,550	3	26,650	3	27,092
4	27,450	4	27,615	4	27,770
5	28,550	5	28,650	5	28,775
6	29,450	6	29,692	6	29,853
7	30,500	7	30,700	7	30,939
8	31,400	8	31,824	8	31,989
9	32,600	9	32,700	9	33,160
10	33,400	10	33,904	10	34,073
11	35,000	11	35,000	11	35,192
12	36,400	12	36,500	12	36,500
13	38,600	13	38,600	13	38,600
14	40,100	14	40,144	14	40,221
15	41,300	15	41,704	15	41,830
16	42,200	16	42,952	16	43,456
17	43,700	17	43,888	17	44,756
18	45,400	18	45,448	18	45,731
19	46,000	19	47,216	19	47,357
20	46,500	20	47,840	20	49,200
off	47,673	off	48,673	off	49,673
off	49,029	off	50,029	off	51,029
off	50,676	off	51,676	off	52,676

**ARTICLE IV  
STIPENDS**

A. Stipends shall be paid annually in the following amounts to employees in the positions indicated:

	2006-2007	2007-2008	2008-2009	2009-2010
S.H.S. Shift Lead Worker	3,217	3,217	3,281	3,347
M.S. Shift Lead Worker	2,544	2,544	2,595	2,647
Maintenance Lead Worker	3,217	3,217	3,281	3,347
Maintenance Skilled Worker	1,082	1,082	1,104	1,126
Building Handyman	1,082	1,082	1,104	1,126
2 <sup>nd</sup> Shift differential	1,288	1,288	1,314	1,340
3 <sup>rd</sup> Shift differential	1,430	1,430	1,459	1,488
Tuesday-Saturday Shift	1,696	1,696	1,730	1,765
Weekend Building Check				
Elementary School	1,696	1,696	1,730	1,765
Middle & High Schools	2,692	2,692	2,746	2,801
Weekend	77	77	79	81
Day	47	47	48	49
Boiler License	1,170	1,170	1,193	1,217
Head Driver	2,842	2,842	2,899	2,957
C.D.L. – (transportation*)	844	844	861	878

\*Transportation CDL stipend increased to \$1,200 and rolled into employees base salary, thus eliminating the transportation CDL stipend.

**HEAD CUSTODIANS**

	2006-2007	2007-2008	2008-2009	2009-2010
S.H.S. Head Custodian	\$3,919	\$5,919	\$8,419	\$11,419
M.S. Head Custodian	3,510	4,510	6,010	8,010
Elementary Head Custodian	3,217	3,467	3,967	4,967

**ARTICLE IV—STIPENDS—continued**

**CERTIFICATE OF RETIREMENT**

- B. New employees shall be subject to a hold of one week’s wages.
- C. Employees shall be reimbursed for the tuition cost of the boiler license course upon successful completion of the course as evidenced by receiving the license. Reimbursement will be at a level not to exceed the amount charged for the course at PACE.
- D. Any employee temporarily assigned to a stipend position during the absence of the regularly appointed employee shall be paid a pro rata portion of the stipend commencing ten (10) working days after acceptance of the increased responsibilities, and retroactive to the first day of the assignment.  
  
The elementary head custodian stipend will be frozen at the current level for the individual receiving such, while not in that position.
- E. Weekend and Holiday Checks: All employees must punch in and out on their time cards to establish the completion of the building inspection. Failure to comply with this provision shall result in the following disciplinary actions:
  - 1. 1<sup>st</sup> offense – verbal warning
  - 2. 2<sup>nd</sup> offense – written warning
  - 3. 3<sup>rd</sup> and subsequent offenses-forfeiture of compensation for day(s) not recorded
- F. All new hires as Custodians, Helpers or Maintenance Workers must secure a Low Pressure Boiler Operator’s License (Black Seal) within their first twelve (12) months of employment. Failure to comply with this requirement will result in a review of the circumstances preventing an individual’s compliance. If it is the determination of the administration that a valid reason exists, the deadline may be extended for up to one year from the conclusion of the initial year. The failure of an individual to secure a Low Pressure Operator’s License (Black Seal) by the conclusion of the time frame described herein shall result in the termination of the individual’s employment. An individual whose employment is terminated pursuant to this provision shall not have recourse to the grievance procedure.
- G. Maintenance Skilled Worker stipend will be eliminated for any individual hired after July 1, 2003. All maintenance workers currently receiving the stipend will continue to do so, however any maintenance worker currently receiving a Skilled Maintenance Worker stipend who is subsequently appointed as a Building Handyman will only receive one stipend.

- 1. I, \_\_\_\_\_ (Name) having been employed ten (10) or more years by the Parsippany-Troy Hills Board of Education, do hereby certify that I shall retire from service effective \_\_\_\_\_ (Date).
- 2. According to the negotiated provisions of the Agreement between the Parsippany-Troy Hills Board of Education and the Maintenance, Custodial, and Bus Drivers Association, an affiliate of Local 1, IAIW, under Chapter 123, Public Laws of 1974, I hereby apply for terminal leave pay upon retirement during my final year of employment.
- 3. I further certify that as of the effective date of retirement designated in “1” above, the Parsippany-Troy Hills Board of Education is hereby save harmless from continuing my employment.
- 4. In the event approval is granted for an earlier effective date of retirement during the period designated in “2” above, the equal monthly terminal leave pay upon retirement installments shall continue until the total approved terminal leave pay upon retirement has been paid.

I further agree that the terminal leave pay upon retirement granted shall be reduced accordingly by any amount of the accumulated sick leave used during the next to last and/or final school year(s) of employment.

_____ <i>Employees’ Name</i> (Please Print)	_____ <i>Date of Submission</i>
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_____ <i>Employee’s Signature</i>	_____ <i>Employees’ Work Location</i>
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## ARTICLE XXI

### MISCELLANEOUS AND GENERAL PROVISIONS

- A. The Board of Education will adopt a practice of progressive discipline as it relates to bargaining unit employees.

The Board agrees to provide reasonable bulletin board space for the posting of official Union notices.

- B. This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were, or could have been, subject to negotiations. During the terms of this Agreement, neither party will be required to negotiate with respect to any such matter whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- C. Employees shall receive their paychecks every two (2) weeks. Newly hired employees shall be paid on the first pay date following the first full week of work. Day shift personnel shall receive their checks on Fridays, second and third shift personnel on Thursdays.
- D. The second shift shall be any shift that starts after 3:00 p.m. and the third shift shall be any shift that starts after 11:00 p.m. The work schedule for the Transportation Department staff will be determined annually by the Supervisor of Transportation
- E. No employee shall enter into any agreement, contract or understanding inconsistent with, or in conflict with, the terms of this Agreement.
- F. The Board agrees that it shall not discipline the shop steward for occasional Union activities which might take place during work hours that are incidental to the position of shop steward. Local 1 agrees that the shop steward shall conduct the regular business of the Union at times when it does not interfere with the performance of his/her employment responsibilities.

## ARTICLE V

### EMPLOYMENT

- A. Full-time employees under this Agreement are those who are regularly scheduled to work an eight (8) hour day, exclusive of the lunch period.
- B. Part-time employees under this Agreement are those who are regularly scheduled to work less than an eight (8) hour day.
- C. Part-time employees shall be paid on a non-contractual, hourly basis prorated in accordance with the appropriate hiring range level, except as provided in "D" below.
- D. 1. Six (6) hour drivers shall be paid on a contractual basis computed on a 193 day contract year and prorated on their appropriate hiring range level.
2. The hourly rate for regular part-time custodians and drivers shall not exceed the fourth (4<sup>th</sup>) step of the hiring range level.
- E. Regular part-time employees shall be entitled to sick leave and holiday pay on a pro rata basis. However, they shall not be entitled to any benefits, including vacation, temporary leaves or health insurance.
- F. This Agreement shall not apply to substitute, seasonal or occasional employees.

## ARTICLE VI

### PROBATIONARY PERIOD

- A. The first one hundred and fifty (150) calendar days of employment for all new employees shall be considered a probationary period.
- B. During the aforementioned probationary period, the Board may discharge a new employee for any reason whatsoever. A new employee discharged during his probationary period shall not have recourse to the Grievance Procedure. The Board shall have no responsibility to re-employ a probationary employee discharged during the probationary period.

## ARTICLE VI—PROBATIONARY PERIOD – continued

- C. Regular part-time employees and employees on probationary period may purchase the health care program directly from the Board. Employees must make a decision to purchase entire health plan with fifteen (15) calendar days after their initial employment and decision cannot be changed.
- D. All probationary employees will be evaluated on or about the fiftieth, one hundredth, and before the one hundred fiftieth day of employment. Members will meet with their supervisor to discuss the evaluation and both parties must sign and receive a copy of the evaluations.

## ARTICLE VII

### HOURS OF WORK AND OVERTIME

- A. The normal work week shall be from Monday to Friday both inclusive and shall comprise five (5) days of eight (8) hours each.
- B. All hours worked in excess of eight (8) hours in any day shall be paid at the rate of 1 ½ times the regular hourly rate.
- C. Any work performed on Saturday shall be considered overtime and shall be paid at the rate of 1 ½ times the hourly rate of pay except as provided in “E” or except for the Tuesday/Saturday shift at the high school and middle schools.
- D. All hours worked on a Sunday, shall be considered overtime, and shall be paid a rate of two (2) times the normal rate of pay, except as provided in “E” below.
- E. Part-time employees must satisfy the forty (40) hour week requirement prior to receiving overtime pay for Saturdays or Sundays.
- F. Employees called to work prior to the start of their normal shift shall be paid overtime for any such time worked, but such overtime payment shall not apply to any of the hours of the normal shift.
- G. Whenever possible, the Board shall notify the employees of any Saturday or Sunday work not later than the end of the shift on Thursday of that week only if such Saturday or Sunday work is scheduled prior to the end of the shift on Thursday of that week, except in cases of emergency. Nothing contained in this paragraph shall be construed to be a guarantee of overtime if such is scheduled nor shall the right of the Board to cancel such scheduled overtime be limited. Employees

- F. **Level Four:** If the employee is dissatisfied with the answer received at Level Three, or no answer has been received, he may, within five (5) calendar days, transmit the grievance to the Board of Education by filing a written copy with the Secretary of the Board. Within fifteen (15) calendar days of receipt of the grievance, the Board shall indicate, in writing, its disposition of the grievance to the employee and the Union.
- G. **Level Five:** If the Union remains dissatisfied with the answers received at previous levels of this procedure, the Union may, within ten (10) calendar days file for arbitration on issues involving alleged contractual violations.
  - 1. In the selection of an arbitrator, the parties agree to be bound by the rules and procedures of the NJ Public Employment Relations Commission.
  - 2. Any and all costs incurred in processing the grievance by the NJ Public Employment Relations Commission and the costs of services of the arbitrator, including per diem expenses, travel and subsistence shall be borne equally by the Union and the Board. All other costs, including, but not limited to the presentation of witnesses, shall be borne by the party incurring the expense.
  - 3. The arbitrator shall have no power to alter, modify, add to or subtract from the provisions of this Agreement.
  - 4. The decision of the arbitrator shall be final and binding on the parties.
- H. General Provision – The following matters shall not be the basis of any grievance filed under the procedures outlined in the Article:
  - 1. Any claim or complaint for which there is another remedial procedure or forum established by law or regulation having the force of law.
  - 2. Any complaint by an employee occasioned by the lack of appointment to a promotional position.
  - 3. Any complaint by an employee occasioned by the lack of appointment to, or retention in, a position which pays an additional stipend.

## ARTICLE XX

### GRIEVANCE PROCEDURE

#### A. Definition and Procedure:

1. A grievance by an employee or the Union claiming a contractual violation concerning terms and conditions of employment shall be processed according to the following steps or levels:
  - a. Level One – Immediate Supervisor (formal)
  - b. Level Two – Business Administrator
  - c. Level Three – Superintendent of Schools
  - d. Level Four – Board of Education
  - e. Level Five – Binding Arbitration
2. A complaint by an employee or the Union related to policy or administrative decisions affecting said employee, or the Union, shall be processed according to the following steps or levels:
  - a. Level One – Immediate Supervisor (informal)
  - b. Level Two – Business Administrator

B. If an employee, or the Union, fails to file a grievance, in writing, within ten (10) calendar days of the occurrence, the grievance shall be considered as waived.

C. **Level One:** The employee shall file the grievance, in writing, with the immediate supervisor. The immediate supervisor shall respond, in writing, within ten (10) calendar days of receipt of the grievance.

D. **Level Two:** If the employee is dissatisfied with the answer received at Level One, or no answer has been received, he may, within five (5) calendar days, transmit the grievance to the Business Administrator on the appropriate form. The grievance should specify the following:

1. nature of the grievance
2. nature and/or extent of injury, loss or inconvenience
3. results at Level One
4. dissatisfaction with results at Level One
5. provisions of this Agreement involved in the grievance

Within fifteen (15) calendar days of receipt of the grievance, the Business Administrator shall indicate, in writing, his disposition of the grievance to the employee and the Union. Either party may request a hearing be held on the matter prior to a decision being rendered.

E. **Level Three:** If the employee is dissatisfied with the answer received at Level Two, or no answer has been received, he may, within five (5) calendar days, transmit the grievance to the Superintendent of Schools. Within fifteen (15) calendar days of receipt of the grievance, the Superintendent of Schools shall indicate, in writing, his disposition of the grievance to the employee and the Union.

who are required to work on a Saturday or a Sunday shall be guaranteed a minimum of four hours of work at the overtime rates provided in B and C above.

H. Overtime shall be distributed equally as practical by building and/or department among the employees qualified and capable of performing the work available. Individuals declining overtime will be required to sign off acknowledging refusal. During emergencies or when a replacement is unavailable, working overtime may be mandatory.

I. In the event an employee is called back to work after the conclusion of a normal work shift, the employee will be entitled to a minimum of four (4) hours pay at the overtime rate and the Board reserves the right to assign four (4) hours of work in such situations. If the call-back is for an open window or door, the payment shall be two (2) hours at the overtime rate. Failure of an employee to properly secure his/her area of responsibility shall result in disciplinary action.

**This provision shall not pertain to bus drivers.**

J. Except in case of emergency, or in the event of performance on an assigned job, or during July and August, no seasonal or substitute employees shall perform in excess of forty (40) hours per week the duties of employees in the bargaining unit, nor shall seasonal or substitute employees be hired or retained if regular permanent employees are on a temporary lay-off due to a reduction in force.

K. Employees shall be granted no more than a fifteen (15) minute coffee break in the morning.

L. When an employee is required to work in excess of ten (10) hours or more, said employee shall be granted a second one-half (1/2) hour lunch period at no loss of pay for such lunch period, and shall be granted an additional one-half (1/2) hour lunch period for each five (5) hours over the above mentioned ten (10) hours.

M. In the event an employee is temporarily transferred to a higher pay classification and performs the duties of that classification for ten (10) working days or longer, the employee shall receive the rate of pay for the higher classification for the period of time during which said employee is so transferred and so performs the duties of the higher rated classification retroactive to the first day of the temporary assignment. An employee temporarily transferred to a lower pay classification shall suffer no reduction in pay.

N. Any employee who reports to work on a day when schools are closed due to inclement weather and who works his/her complete shift shall receive two hours of compensatory time which shall be taken at a date mutually established by the Union and the Administration.

## ARTICLE VIII

### UNION SECURITY

The Parsippany-Troy Hills Board of Education agrees it will give effect to the following terms of Union Security:

#### **Check-Off of Union Dues:**

- A. The Board hereby agrees to deduct from the wages of employees by means of a check off the dues uniformly required by the Union pursuant to the provisions of N.J.S. 52:14-15.9E. The Board, after receipt of written authorization from each individual employee, agrees to deduct from the salaries of said employees their monthly dues and initiation fees.
- B. In making the deductions and transmittals as above specified, the Board shall rely upon the most recent communication from the Union as to the amount of monthly dues and proper amount of initiation fee. The total deducted shall be paid to the Union within fifteen (15) calendar days after such deduction is made.
- C. The Board will forward to the shop steward the full name and address of all new employees in positions covered by the bargaining unit. The Union will notify the Board of initiation fees and dues to be deducted.

#### **Representation Fee:**

- A. The Board hereby grants to the Union the right to an eighty-five percent (85%) representation fee in lieu of regular membership dues, fees and assessments (including initiation fees) in accordance with Chapter 477, Public Law of 1979.
- B. The Board agrees to deduct the 85% representation fee after completion of probation, upon notification by the Union.

- B. Approval of such retirement shall be made by the Board of Education at its regular public meeting next following January 1<sup>st</sup> and shall be binding upon the employee with the Board of Education save harmless to continue employment beyond the designated effective date of retirement. (Nothing in this provision shall prohibit the Board of Education from approving an earlier effective date of retirement upon request of the employee providing it is in the school year next following the school year in which certification of intent to retire is made as designated in "A").
- C. The terminal leave pay upon retirement shall be computed as follows:  
AFTER:
  - 15 years 1 day for 3
  - 10 years 1 day for 4
  - 5 years 1 day for 5to be paid in a lump sum at the time of retirement.
- D. The daily rate of pay for computation of the terminal leave pay upon retirement shall be based on 1/200 of the annual salary being received for ten-month employees and 1/223 of the annual salary being received for twelve-month employees at the time of written certification to the Superintendent of Schools of intent to retire.
- E. If the employee uses any of the accumulated sick leave designated in "C" above during the next to last and/or final school year of employment, his terminal leave pay upon retirement shall be prorated accordingly.
- F. The sick leave to which the employee is entitled during the final school year of employment shall not be credited in computing the terminal leave pay upon retirement and shall be used first in charging sick leave during the final school year of employment.
- G. The terminal leave pay upon retirement benefit shall be paid in equal monthly installments, by separate check during the last year of employment if elected by the employee.

**ARTICLE XVII—HEALTH CARE PROGRAM**

K. Newly hired custodians, maintenance workers, or bus drivers beginning in the 2008-2009 school year will receive PPO coverage from the current medical carrier at no cost at the following levels:

Prescription	\$10/\$30
Doctor Visits	\$20
Out of Network Deductibles	\$300/\$600

Any newly hired custodian, maintenance worker or bus driver starting in the 2008-2009 school year who wishes to be enrolled in the current PPO must pay 3% of the annual premium cost.

**ARTICLE XVIII**

**LONGEVITY**

A. The Board agrees to pay longevity in accordance with the following schedule of service to the district, effective the July 1<sup>st</sup> next following completion of the required length of employment.

All amounts listed are the total longevity payment.

	2006-2007	2007-2008	2008-2009	2009-2010
10 Years	\$800	\$800	\$800	\$800
15 Years	\$1,050	\$1,050	\$1,050	\$1,050
20 Years	\$2,000	\$2,200	\$2,300	\$2,500
25 Years	\$2,500	\$2,700	\$2,800	\$3,000

Longevity shall be included as part of the annual salary computation for pension purposes.

**ARTICLE XIX**

**TERMINAL LEAVE PAY**

A. Any employee having been employed by the Board for ten (10) or more years shall be eligible for terminal leave pay upon retirement provided he/she submits written certification of retirement to the Superintendent of Schools on the appropriate form no less than one hundred-twenty (120) days prior to the desired date of retirement.

**ARTICLE IX**

**BOARD RIGHTS**

- A. The Union recognizes that the Board may not delegate authority and responsibility which by law are imposed upon and lodged with the Board.
- B. The Board recognizes that the Union may not delegate authority and responsibility which by law are imposed upon and lodged with the Union.
- C. The exercise of powers, rights, authority, duties and responsibility by the Board and 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 terms of this Agreement and then only to the extent such terms hereof are in conformance with the Constitution and Laws of the State of New Jersey, and the Constitution and Laws of the United States.
- D. The Board of Education reserves the right to organize and assign work to efficiently utilize its resources in the bargaining units. Such organization shall not be inconsistent with state or federal statutes or specific provisions of this Agreement.

**ARTICLE X**

**SENIORITY**

A. Seniority is defined as the continuous length of service within the District. Such service will be calculated from the date of hire, as recorded on a Board of Education Bulletin.

The Board shall establish and maintain a seniority list of drivers. The Transportation Coordinator shall revise the list annually and post it at the start of each school year.

A driver will lose seniority rights for any of the following reasons: if an employee quits; or is discharged for proper cause; or does not return to work in seventy-two (72) hours when recalled unless excused for illness or other valid reason.

- B. In cases of lay-off, sixty (60) day notice shall be given to employees, except in cases of emergency.
- C. The Board agrees to furnish to the Union a list of all employees in the bargaining unit showing their respective seniority dates and classification within sixty (60) days of the beginning of each school year.

## ARTICLE XI

### UNIFORMS

The Board of Education will provide uniforms for all custodial, maintenance and transportation employees not to exceed \$450 annually.

The Board shall provide all employees with suitable back support that shall be worn during the performance of regular duties.

- A. The basic uniform shall consist of trousers or slacks, shirt or blouse and steel toe shoes. Bus Drivers may wear uniform shorts, or capris, during the summer months as part of their basic uniform attire. The color and quality of the uniform to be approved by the Board prior to purchase each year. Tee-shirts in a color to match the basic trousers shall also be deemed acceptable in warm weather. All shirts/blouses/tee-shirts shall have an emblem showing the name of the school system.
- B. Uniforms must be worn at all times and failure to comply will result in disciplinary action as follows:
  - 1. 1<sup>st</sup> offense – written warning with copy to personnel file
  - 2. 2<sup>nd</sup> offense – employee sent home with loss of one (1) day's pay
  - 3. 3<sup>rd</sup> offense – dismissal

## ARTICLE XII

### POSTING OF VACANCIES

- A. All vacancies, whether of a promotional nature or not, shall be posted in each building (including the Board Office, Maintenance Office, Transportation Office) in accordance with the following procedure.
- B. Notices shall be posted for at least five (5) working days.
- C. Each notice shall include the position classification, rate of pay, shift schedule, location and qualifications.
- D. All applications shall be returnable to the Personnel Department.
- E. Employees who transfer to, or are assigned to, a new classification shall be entitled to a probationary period of thirty (30) calendar days. An additional thirty (30) calendar day probationary period may be requested by the Union on behalf of an employee. The Board reserves the right to refuse the request.
- F. Employees who transfer to, or are assigned to, a new classification and do not successfully complete their probationary period shall retain their seniority rights under the law.
- G. All internal applicants shall be considered for promotional positions.

- C. Health care coverage: outpatient mental health \$5,000 annual maximum; Employee Optical Plan; Family Optical Plan.
- D. Should the Board determine that a change in carrier(s) shall be effectuated, it shall consult with the Union prior to said change.
- E. Regular part-time employees and employees on the probationary period may purchase the health care program directly from the Board. Employees must make a decision to purchase entire health plan within fifteen (15) calendar days after their initial employment and decision cannot be changed.
- F. Employees on approved unpaid leaves of absence may continue coverage at their own expense by direct payment to the Board for the duration of the leave, not to exceed a period of one year.
- G. **Temporary Disability Insurance** – The Board agreed that they will have a deduction from the employee's pay for the Temporary Disability Insurance, at no cost to the Board. Said carrier to be selected by the bargaining unit.
- H. All Bargaining unit members hired after July 1, 2003 shall be enrolled in the PPO Plan upon qualification for health insurance coverage.
- I. The district will offer a 125 flexible spending plan to cover additional, uncovered medical expenses and eligible child care.
- J. The district will compensate members at the rates agreed to for opting out of dependent coverage:

Traditional family	\$5000
Traditional Spouse/Partner	\$2500
PPO Family	\$3000
PPO Spouse/Partner	\$2000

In order to waive coverage the employee must complete a district Waiver of Coverage form and provide written proof of alternate coverage to the business office. This must be done annually during the district's open enrollment period every December. Members will have a 30 day period following the ratification of this contract to waive benefits through the procedures outlined herein.

Upon approval of appropriate documentation by the business office, half of the above compensation will be paid in the employee's first paycheck in January for the period of July through December, and the other half will be paid in the employee's first paycheck in June for the period of January through June. New members may waive coverage upon employment and receive a pro-rated portion of the compensation.

**ARTICLE XVI—VACATIONS—continued**

later than May 15<sup>th</sup>. Employees shall be notified of their scheduled vacation no later than June 15<sup>th</sup>. Requests for vacation time other than during the period of July and August, as described above, must be made at least two weeks prior to the date(s) desired. Failure to comply with this provision shall result in a denial of the requested time and a loss of pay for any days taken without proper approval.

- D. Other than in unusual circumstances vacations will not be approved for the last two weeks in August. Any requests for vacation time during the last two weeks of August will be made directly to the Personnel Office.
- E. New employees hired after July 1<sup>st</sup> of any school year, but prior to January 1<sup>st</sup> of any school year, shall be entitled to a pro rata portion of the two (2) weeks vacation for one year’s service.

Examples:

<u>Date of Hire</u>	<u>Vacation Earned</u>
August 1 <sup>st</sup>	9 days
September 1 <sup>st</sup>	8 days
October 1 <sup>st</sup>	7 ½ days
November 1 <sup>st</sup>	6 ½ days
December 1 <sup>st</sup>	6 days

- F. New employees hired after January 1<sup>st</sup> of any school year shall not be entitled to vacation until July 1<sup>st</sup> of the next succeeding school year following completion of one full year or more of service.

**ARTICLE XVII**

**HEALTH CARE PROGRAM**

- A. The Board shall grant health care insurance protection as provided in the master contracts with the carrier(s).
- B. All local 1 members who have traditional plan coverage will make an annual contribution of 3% of those premium costs starting in January 2008.

All current PPO participants will make no contribution, nor will their coverage change for the years covered by this Agreement.

Starting in the 2008-09 year all new hires will receive at no cost a PPO plan with higher co-pays for medical and prescription. If they wish to be enrolled in the current PPO plan they will contribute 3% to those premium costs. (See Section K)

**ARTICLE XIII**

**SICK LEAVE**

- A. Full-time employees and regular part-time employees shall be entitled to twelve (12) sick leave days per year for personal illness. **10-month drivers shall be entitled to ten (10) sick days per year.** Unused sick leave days shall be accumulated from year-to-year without maximum limit. New employees shall receive a prorated portion of the first year’s sick leave on the basis of the number of months of employment.
- B. The immediate supervisor may require employee to present a doctor’s statement or proof of illness after three (3) days absence. In cases of alleged misuse of sick leave, the employee may be required to present proof of illness at any time.
- C. The Board agrees to pay full wages to employees on Workmen’s Compensation for up to one (1) year in accordance with NJ Statutes. It is understood that said employee will sign the compensation check and return it to the Board.
- D. The Board may grant, upon recommendation by the Superintendent, up to thirty (30) days extended sick leave at one-half (1/2) pay in cases of prolonged absence due to serious illness. Each case shall be reviewed individually by the Superintendent for recommendation to the Board. The decision of the Board in each case shall be final and not subject to the Grievance Procedure.

**ARTICLE XIV**

**TEMPORARY LEAVES OF ABSENCE**

- A. **Leave of Absence Without Pay:**

Upon making timely application, employees may apply to the Board for a leave of absence without pay for a period not to exceed thirty (30) days without loss of seniority rights. Said leave of absence shall not be granted as a matter of convenience or temporary advantage to an employee by reason of place of work, hours of work, or increased compensation. Leaves of absence without pay may not be combined with vacation days, floating holidays or personal days. Employees seeking a leave of absence without pay shall submit a request in writing, stating the reason(s) for such leave and the date when the leave is desired and expected date of return to duty.

## ARTICLE XIV—TEMPORARY LEAVES OF ABSENCE

### B. Personal Leave:

1. (a) Personal Leave may not be taken consecutively (more than two days) except for specific purposes explained in advance except for emergency family illness and may not be combined with a floating holiday.  
  
(b) Up to four (4) days within contract year for Personal Business shall be granted only when the absence from work cannot be avoided without substantial hardship. Personal Business shall be limited to legal, business, household, or family matters.
2. Application for Personal Business shall be made to the Principal or immediate supervisor at least five (5) calendar days in advance, except in cases of emergency. The employee shall state the reason for absence on the appropriate form.
3. The statement of reason shall be limited to the words “legal, business, household or family matters.” All requests shall be subject to approval by the appropriate administrator. Said approval shall not be unreasonably withheld.
4. No absence for Personal Business shall be permitted on the day(s) preceding and day(s) following a holiday, except in cases of emergency.

### C. Emergency Leave:

In the event of the death of a member of an employee’s immediate family (spouse, child, mother, father, sister, brother, mother-in-law, father-in-law, brother-in-law, and sister-in-law) the employee shall be permitted up to three (3) non-accumulative days of bereavement leave. In the event of the death of any other family member, the employee shall be permitted one day of bereavement leave.

- D. The provisions of this article shall be applicable to employees who have completed their probationary period.
- E. Members of the bargaining unit may be entitled to up to twelve weeks of unpaid leave due to illness or child care or for the care of a family member in accordance with the terms of the Family Leave Act (NJ) or the Family and Medical Leave Act (US).

## ARTICLE XV

### HOLIDAYS

- A. Not less than fifteen (15) paid holidays shall be granted during the period July 1<sup>st</sup> to June 30<sup>th</sup> each year. One (1) of these to be a Floating Holiday. The dates to be set forth in a holiday calendar established each year by the Board and distributed to the employees in the bargaining unit.
- B. Employees who work on holidays listed in the calendar shall be paid straight time plus time and one-half (or a total of 2½ times the employee’s regular rate). To be eligible for holiday pay, said employee must actually work, according to the normal work schedule, on the days before and after the holiday.
- C. If a holiday falls within the vacation period of an employee, the employee shall receive credit for same.
- D. Any employee who works on Thanksgiving shall be paid two (2x) the regular rate of pay plus holiday pay.

## ARTICLE XVI

### VACATIONS

- A. Twelve-month (12) contractual employees shall be entitled to the following vacation schedule:
  - 2 weeks after one (1) year of service
  - 3 weeks after five (5) years of service
  - 18 days after ten (10) years of service
  - 22 days after fifteen (15) years of serviceTen-month employees and part-time employees shall not be entitled to vacation time.
- B. The Board agrees that in the event an employee voluntarily leaves the employ of the Board with proper notice before the vacation period, the employee shall be compensated for any and all accrued vacation time that may be due said employee in accordance with the vacation schedule.
- C. Vacations shall be scheduled with regard to the efficient operation of the school district. Requests for vacation time between July 1<sup>st</sup> and August 15<sup>th</sup> shall be made to the individual’s immediate supervisor no