

AGREEMENT
BETWEEN THE
PHILLIPSBURG BOARD OF EDUCATION
AND THE
PHILLIPSBURG EDUCATION ASSOCIATION, INC.
(Custodial/Maintenance Unit)
JULY 1, 2005 -- JUNE 30, 2008

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PREAMBLE

This Agreement entered into this 22nd day of August, 2005, by and between the Phillipsburg Board of Education, Phillipsburg, New Jersey, hereinafter called the “Board” and the Phillipsburg Education Association, Inc. (Custodial/Maintenance Unit), hereinafter called the “Association”.

ARTICLE I

RECOGNITION

A. Unit

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for the below listed custodial and maintenance personnel under contract, employed by the Board, excluding all supervisors, confidential employees, managerial executives, professionals and craft employees.

- Grounds Maintenance
- Custodians
- Maintenance

B. Definition of Employee

Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined in *Article I, Section A*.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Policy Changes

The Board shall not unilaterally affect any change in terms and conditions of employment included as part of this Agreement and contained herein.

B. The Board agrees to initiate negotiations with the Association over a Successor Agreement in accordance with the procedure set forth herein in a good-faith effort on both sides to reach continuing agreement not only on salaries and other conditions of employment, but also on other matters of

personnel policy and relationships which may then be of mutual concern and interest. By the same date, the Association agrees to present to the Board its proposals for the Successor Agreement. Any Agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.

C. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter-proposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants, and may call upon professional and lay representatives to assist in the negotiations.

D. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

E. Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

F. Except as this Agreement shall hereinafter otherwise provide all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

G. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in *Article I* of this Agreement, with any organization other than the Association for the duration of this Agreement.

ARTICLE III

GRIEVANCE PROCEDURE

Definition:

A. A “Grievance” shall mean a claim by an employee or the Association that there has been a misinterpretation, misapplication or a violation of Board policy, this Agreement, or an administrative decision affecting the employee or group of employees. A grievance to be considered under this procedure must be initiated by the grievant in writing at Level Two within thirty (30) calendar days of the time the grievant knew or should have known of its occurrence. When used hereafter in this Article, "working days" shall mean the days when the grievant is working, when it refers to a time limit that applies to action by the grievant, and the days that the administrator is working, when it refers to a time limit that applies to action by the administrator.

B. (1) It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.

(2) Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

(3) It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

(4) Since it is important that grievances be processed as rapidly as possible the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process.

(5) The Association has the right to move a grievance to arbitration as a class action and/or an Association grievance

C. Level One

The grievant shall discuss it first with the principal (or immediate superior or department head, if applicable) in an attempt to resolve the matter informally at that level.

Level Two

If as a result of the discussion, the matter is not resolved to the satisfaction of the grievant within five (5) working days, the grievant may set

forth a grievance in writing to the principal (or immediate superior or department head, if applicable) on the grievance forms provided. Within six (6) working days after notification as to the administrative decision, the grievant must reduce the grievance to writing and the written grievance must be signed by an Association official before submission.

The principal (or immediate superior or department head, if applicable) within three (3) working days of the receipt of the written grievance must schedule a review meeting to discuss the pertinent facts surrounding the grievance. A written decision must be made by the principal (or immediate superior or department head, if applicable) within six (6) working days subsequent to this review meeting.

Level Three

The grievant, no later than five (5) working days after receipt of the principal's (or immediate superior or department head, if applicable) decision, may appeal the Level Two decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing reciting the matter submitted to the principal (or immediate superior or department head, if applicable) as specified above and his dissatisfaction with decisions previously rendered. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days. The Superintendent shall communicate his decision in writing with reasons to the employee and the principal (or immediate superior or department head, if applicable).

Level Four

If the Grievance is not resolved to the grievant's satisfaction, no later than five (5) working days after receipt of the Superintendent's decision, the grievant may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request within five (5) working days to the Board of Education. The Board shall review the grievance and shall, at the option of the Board or upon request of the grievant, hold a hearing with the grievant and render a decision in writing with reasons within thirty-five (35) working days of receipt of the grievance by the Board Secretary.

If the grievance is arbitratable the matter may go directly to arbitration at the Board's option from the Superintendent's level.

No claim by a grievant shall constitute a grievable matter beyond Level Four or be processed beyond Level Four if it pertains to (a) any matter for which a detailed method of review is prescribed by law; (b) any rules of regulation of the State Commissioner of Education, but not to the violation, interpretation, or application of such a rule or regulation; (c) any by-law of

the Board of Education pertaining to its internal operation; or (d) any matter which according to law is beyond the scope of Board authority.

Level Five

If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and the grievant wishes review by a third party, and if the matter pertains to this agreement between the Board and the Association, the grievant shall so notify the Board through the Superintendent within ten (10) working days of receipt of the Board's decision. The grievant, in order to process the grievance beyond Level Four must have his/her request for such action accompanied by the written recommendation for such action by the Association.

Level Six

1. In the event the grievance is not resolved at Level Four, and only with respect to those matters defined as grievable matters pursuant to Level Five and where the Association has recommended in writing that the grievance continue to be processed under this procedure, the grievant, the Association and the Board, or the Board and the Association only, if the Association is the only grievant, may mutually agree to file a written demand for “non-binding mediation under contract” with the New Jersey State Board of Mediation, 50 Park Place, Newark, New Jersey within fourteen (14) calendar days from the date the Level Four answer was received or should have been received.

2. A copy of the request for “non-binding mediation under contract” shall be mutually filed with the Board Secretary and the Superintendent and with the Union President. Any request for “non-binding mediation under contract” shall have a copy of the grievance attached.

3. The selection of a mediator and the conduct of the mediation shall be pursuant to the rules and regulations of the New Jersey State Board of Mediation then in effect. The costs for the services of the mediator, if any, shall be shared equally by both parties. All other expenses, including, but not limited to, the presentation of witnesses and attorneys' fees shall be paid by the party incurring same.

4. All mediation proceedings will be conducted at a mutually agreeable date, time and place and will be conducted in an informal manner without formal testimony.

5. The parties may request that the mediator issue a non-binding recommendation for settlement which shall not be admissible any subsequent legal or arbitrable proceeding.

6. The mediation proceeding shall be deemed closed as of the conclusion of the last meeting conducted by the mediator or upon the mediator’s delivery to the parties of any written recommendation if such a written recommendation was requested by the parties.

Level 7

With respect to those matters referred to “non-binding mediation under contract” pursuant to Level Six of this Grievance Procedure, and which have not been resolved, within fourteen (14) calendar days from the conclusion of the mediation or the receipt of the mediator’s non-binding recommendation, the Association only may use the procedure set forth below to secure the services of an arbitrator.

With respect to those matters the parties have not agreed to refer to “non-binding mediation under contract” pursuant to Level Six of this Grievance Procedure, and which remain unresolved, and only with respect to those matters defined as grievable matters pursuant to Level Five and where the Association has recommended in writing that the grievance continue to be processed under this procedure, the grievant, within fourteen (14) calendar days from the date the Level Four answer was received or should have been received., the Association only may use the following procedure to secure the services of an arbitrator.

Procedure for Securing the Services of an Arbitrator

The following procedure will be used to secure the services of an arbitrator:

- (1) A request will be made to the Public Employees Relations Commission to submit a roster of persons qualified to function as an arbitrator in the dispute in question.**
- (2) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request the Public Employees Relations Commission to submit a second roster of names.**
- (3) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, the Public Employees Relations Commission may be requested by either party to designate an arbitrator.**
- (4) The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties. The**

recommendations of the arbitrator shall be advisory. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's report of findings, reasons and recommendations. This shall be accomplished within thirty (30) days of the completion of the arbitrator's hearing.

- (5) The costs for the services of the arbitrator, if any, shall be shared equally by both parties. All other expenses, including, but not limited to, the presentation of witnesses and attorneys' fees shall be paid by the party incurring same.

D. Rights of Custodians to Representation

- (1) Any aggrieved person must be represented by a representative of the Association at Level Two and beyond.

E. Miscellaneous

Forms pertaining to the filing of grievances shall be prepared by the Superintendent or his designee after consultation with the Association.

F. Costs

- (1) Each party shall bear the total cost incurred by themselves.
- (2) The fees and expenses of the arbitrator are the only costs which will be shared by the two parties and they will be shared equally.

ARTICLE IV

EMPLOYEE RIGHTS AND PRIVILEGES

A. The Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerned activities for mutual aid and protection. As a duly selected body exercising governmental power under the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by laws of New Jersey or the Constitution of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership in the Association and its affiliates, his participation in any activities of the Association and its affiliates, collective negotiations with the Board or his institution of any grievance, complaint or proceeding under this

Agreement or otherwise with respect to any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations.

C. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause.

D. Whenever any employee is required to appear before the School Business Administrator or the Superintendent, the Board, or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

E. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

ARTICLE V

ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, directory of all personnel in the unit and all changes that may arise, agendas, and minutes of all Board meetings, census data, and such other information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees together with information which may be necessary for the Association to process any grievance or complaint.

B. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times with permission of the School Business Administrator.

C. The Association shall have the right to use the inter-school mail facilities and school mail boxes as it deems necessary with the approval of the building principals.

D. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees.

E. The Board shall permit a designated regular member of the Association to visit the schools to investigate working conditions, employee complaints or problems, or for any other purposes relating to the terms and conditions of this Agreement. Approval for such visits will be cleared with the Superintendent.

ARTICLE VI

WORK YEAR

The work year of employees shall be the sum of all weekdays, including vacation days and holidays.

ARTICLE VII

DAILY WORK HOURS

A. September 1 - June 30:

1. The work day shall consist of eight (8) hours excluding thirty (30) minutes uninterrupted lunch hour as scheduled by the principal or immediate supervisor. On snow days when school is in session, employees shall be expected to report to work one (1) hour earlier than ordinarily scheduled.

B. Summer Work Hours:

1. Immediately upon closing of school in June until school opening in August or September.

2. Hours -- 7:00 a.m. - 3:30 p.m. including thirty (30) minutes uninterrupted lunch hour or other hours provided by mutual agreement between the employee and his or her immediate supervisor.

3. "Coffee Breaks"

1. Two uninterrupted periods of fifteen (15) minutes (one in a.m. and one in p.m.).

2. The times of such breaks shall be mutually agreed upon by the employee and his immediate superior.

ARTICLE VIII

OVERTIME

Overtime: Defined as any time spent at regular duties beyond eight (8) hours in any day or forty (40) hours in any work week. Paid time-off counts as if worked, for purposes of overtime.

A. All overtime will be rounded to the nearest hour at the end of each pay period. This will be remunerated at the rate of 1-1/2 the hourly salary; 1-1/2 on Saturdays; double time on Sundays; triple time on Holidays at the hourly salary. In lieu of additional salary, employees may elect to take compensatory time off at the equivalent overtime rate. The total amount of compensatory time accrued may not exceed forty (40) hours per year. No more than two (2) days of the accrued time may be used in any one instance.

All compensatory time is subject to the following conditions:

- 1. At least twenty-four (24) hours notice shall be given in requesting compensatory through the building principal. Lacking such notice, the absence will be considered unauthorized and employee's pay will be deducted at a daily rate based upon his yearly salary.**
- 2. Compensatory time will not be granted the day immediately preceding or following a vacation/holiday, except for appropriate reasons stipulated well in advance.**
- 3. The Superintendent of Schools, in the best educational interest of the school district is empowered to deny any requests for compensatory time. Such denial shall be subject to grievance procedures.**

B. When an employee is required to work two (2) or more hours beyond his/her required eight hour shift and the employee did not receive a ten (10) hour advance notice, the employee will receive up to \$5.00 to reimburse him/her for an unplanned meal. Pay will occur by turning in the receipt to the Director of Plants/Facilities. He, in turn, will arrange payment through petty cash.

C. An overtime list developed by the Director of Plants/Facilities shall be established indicating seniority in the school and category of employment. An operating list for overtime shall be set up so that the most senior employee is offered the first available overtime duty commencing July 1 of each year. If the most senior employee turns down the overtime, then overtime duty is offered to the next senior employee, and so on, until an employee accepts the overtime duty. Each subsequent overtime duty continuing through June 30 of each year will then be first offered to the employee who is next on the seniority list, after the employee who accepted the most recent overtime duty. Those employees who turn down the overtime duty with the refusal will be noted on the overtime list. The concept of this seniority operating list is to set up an overtime list by school location in order to offer overtime duty to the most senior employee first; but, also, to equalize the overtime duty among employees.

D. Overtime shall be granted by category, i.e., custodian or maintenance worker. Custodians may bid on custodial overtime and maintenance personnel may bid on maintenance overtime. During the heating season, in schools with pressure boilers, both licensed maintenance personnel and licensed custodians are eligible to bid on overtime which requires a Black Seal License. The Board has the right to require a worker to secure a Black Seal License. The costs of the licensing course tuition will be borne by the Board.

ARTICLE IX

WORK SCHEDULE

A. Daily Work Hours

1. **Schedule Posting** -- Work schedules showing the employees' shifts, work days, and hours shall be posted in each school.

2. **Work Shift** -- Eight (8) hours of work, exclusive of a thirty (30) minute lunch period, shall constitute a work shift. All employees shall be scheduled to work on a regular shift and shall be advised of a regular starting and quitting time. Changes to an employee's working hours shall be by mutual agreement whenever possible. The Superintendent may change the schedule of work shifts of any employee, a group of employees or all employees, or move an employee to a different work shift, to meet educational needs or if no agreement has been reached, on seven (7) calendar days' advance notice to the affected employee(s).

3. **Clean-up Period** -- Reasonable time will be provided for clean-up and storage of equipment at the end of the work schedule.

B. Call Time

1. Any employee called to return to work outside of his regularly scheduled shift shall be paid a minimum of two (2) hours exclusive of the one (1) hour snow provision as specified in Article VII, Section A-1 of the contract. Response to alarm system calls will be reimbursed at one and half (1.5) hours unless circumstances warrant the individual to remain beyond the 1.5 hour time limit.

C. Vacations

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

2. **Vacation Schedule** -- Vacation times shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld.

3. **Vacation use** will be limited to a maximum of ten (10) work days in any given month. Once granted, vacations will not be disallowed except in extreme emergencies. Disputes are to be appealed to the Superintendent.

4. **Vacation Eligibility** -- Employees hired during the school year will earn vacation days each month. The vacation days cannot be taken until July

1 unless there are extenuating circumstances which must be reviewed and approved by the Director of Plants/Facilities and the Superintendent. As an example, an employee who begins work January 1, will earn six (6) vacation days which can be taken as of July 1. Employees shall be eligible for vacations on the following basis:

- (a) One (1) day for each month of employment during years 0 through 7, but not to exceed twelve (12) days.**
- (b) Fifteen (15) days for eighth (8th) through fifteenth (15th) year.**
- (c) Sixteenth (16) and after, one (1) additional day for each year of service for a maximum of twenty-five (25) days vacation.**
- (d) In order to take vacation during the school year, employees must provide a minimum of 24 hours' advance written notice of their intention to take a vacation day to the Building Principal or Director of Plants/Facilities and must receive the prior written approval first from the Building Principal and then from the Director of Plants/Facilities.**

5. Vacation Carry-Over -- Up to five (5) vacation days may be carried from one contract year into the next contract year.

D. Holiday Schedule

- | | |
|------------------------------------|---|
| (a) Independence Day | (l) Easter Monday |
| (b) Labor Day | (m) Memorial Day |
| (c) Thanksgiving Day | (n) One undesignated holiday selected by the employee, subject to the approval of his/her supervisor. A notice of ten (10) work days must be given to the Director of Plants and Facilities. |
| (d) Day after Thanksgiving | |
| (e) December 24 | |
| (f) Christmas Day | |
| (g) December 31 | |
| (h) New Year's Day | |
| (i) Martin Luther King Day* | |
| (j) Washington's Birthday | |
| (k) Good Friday | |

*** Martin Luther King Day will be granted as a floating holiday. Employees will be required to observe the same procedures for utilizing this day as are applicable to personal days as set forth in Article XVII.A.**

The purpose of these holidays is to provide a normal working day off. In the event any of these holidays falls on a non-scheduled work day, then a day will be chosen by the Superintendent to represent the holiday (i.e. Christmas falling on a Sunday). If for any reason a school day is scheduled or re-scheduled on a specified holiday, the employee will select another day to be used in lieu of the holiday. The employee must obtain the prior written approval of the immediate supervisor/administrator for taking this day.

E. Snow Days

On severe weather days the Superintendent maintains the right to lessen the custodial work day. They will receive full pay regardless of the dismissal time.

ARTICLE X

EMPLOYMENT PROCEDURES

A. Placement on Salary Schedule

1. Adjustment to Salary Schedule

Employees shall be placed on their proper step of the salary schedule, unless the employee was the subject of a prior increment withholding. Any employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

B. Resignation

1. An employee who is resigning from his position shall give the normal two weeks advance written notice to the Superintendent and to the Director of Plants/Facilities.

2. Earned vacation shall be paid according to the proportion of full months worked to the total contract year, unless proper notice has not been given.

3. If the full two weeks notice is not given, earned vacation shall be paid only in the same proportion as the amount of notice actually given. For this purpose, ten (10) full working days shall be used in calculating the amount of notice given by the employee.

C. Notification of Contract and Salary

Employees shall be notified of their contract and salary status for the ensuing year no later than June 1.

D. Use of Vehicles

1. Employees shall not be required to transport students. The use of an employee's vehicle for moving school equipment or securing parts/equipment shall be solely at the discretion of the employee. Mileage will be paid at the IRS rate for the use of a personal vehicle for school business.

2. A non-professional employee who uses his/her vehicle on behalf of the Board must meet the insurance requirements as determined by the Board and as stated in Board's policy.

3. Provided the employee complies with all requirements of subparagraph D.2. of this Article, the Board will cover all damages, losses and expenses incurred by an employee arising out of the authorized use of his/her automobile in the performance of school duties, if beyond the employee's own insurance limits.

E. It is understood that each new employee shall complete a sixty (60)-day probationary period during which their employment may be disciplined or terminated, at the sole discretion of the District, at any time without recourse to the Grievance Procedure. Upon notice to the Association, the District may, in its sole discretion, extend the probationary period for up to an additional sixty (60) days upon written notification to the Association. Upon the successful completion of the employee's probationary period the employee will be entitled to utilize the Grievance Procedure to appeal any disciplinary

determinations, provided that non-renewals of employment are not subject to appeal under the Grievance Procedure.

ARTICLE XI

SALARIES

A. Salary Schedule

The salary of each employee covered by this Agreement set forth in Schedule "A" which is attached hereto and made a part hereof.

B. All members will be placed on steps on the salary guide unless there has been a prior increment withholding.

C. Military Service Credit

Effective July 1, 2005, employees meeting the eligibility standards set forth in this Paragraph C will receive credit for military service as described below. The eligibility standard and maximum credit shall be the standard currently used for teaching staff members as set forth in N.J.S.A. 18A:29-11. Employees will be credited for all qualifying military service to a maximum of four (4) years credit, provided that no retroactive salary payments will be required for any time prior to July 1, 2005.

D. Final Pay

Each employee shall receive his final pay and the pay schedule for the following year on his last working day in June.

E. On the work day preceding the official pay day, the supervisor will distribute checks to the second and third shift employees.

ARTICLE XII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

(JOB POSTING)

- A. Posting locations for all vacant positions will be designated yearly by the Assistant Superintendent. In the high school, custodial/maintenance positions will be posted in the vicinity of the time clock used by custodians to record hours.**
- B. All vacancies shall be posted by the Assistant Superintendent for a period of ten (10) calendar days, provided that the District may make interim assignments to cover such vacancies during the posting period.**
- C. Any Custodial/Maintenance unit member who bids on a vacancy and meets the stated job qualifications shall be interviewed.**
- D. Those employees who choose to question the job award may appeal the decision to the Superintendent.**

ARTICLE XIII

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notice

Notice of an involuntary transfer or reassignment shall be given to employees as soon as practicable.

B. Criteria

When an involuntary transfer or reassignment is necessary, an employee's area of competence, length of service in the Phillipsburg School District, length of service in a particular school building and other relevant factors, including, among other things, state and/or federal laws, rules, regulations or administrative directives, shall be considered in determining which employee is to be transferred or reassigned.

- C. See Annex A hereto for reduction of personnel policy.**

ARTICLE XIV

EVALUATION

A. Evaluation/Supervision

An employee shall be given a copy of any visit or evaluation report prepared by his evaluators at least one (1) day before any conference to discuss it. No such report shall be submitted to the Central Office, placed in the employee's file or otherwise acted upon without prior conference with the employee. No employee shall be required to sign a blank or incomplete evaluation form.

For the purposes of supervision, building principals will supervise building custodians on a daily basis. Maintenance staff will be supervised by the Director of Plants/Facilities. Annual custodian reviews will be jointly completed by the building principal and the Director of Plants/Facilities. Maintenance workers will be evaluated by the Director of Plants/Facilities. The District has the right to assign other supervisory personnel to conduct such evaluations.

B. Personnel Records**1. File**

An employee shall have the right, upon request, to review the contents of his personnel file in the presence of the Superintendent or the Assistant Superintendent, and to receive copies at Board expense of any documents contained therein. An employee shall be entitled to have a representative of the Association accompany him during such review. At least once every year, an employee shall have the right to indicate those documents and/or other materials in his file which he believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent or his designee and if, in fact, they are obsolete or otherwise inappropriate to retain, they shall be destroyed.

2. Derogatory Material

No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had an opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the expressed understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material and his answer shall

be reviewed by the Superintendent or his designee and attached to the file copy.

3. No Separate File

Although the Board agrees to protect the confidentiality of personal references, and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

C. Termination of Employment

The Board has the right to terminate an employee upon sixty (60) calendar days notice for inefficiency. Termination for disciplinary reasons shall occur upon a ten (10) work day notice unless the employee is being terminated for an act of moral turpitude in which case no prior notice need be given. Said termination is subject to due process procedures.

Final evaluation of an employee upon termination of his employment shall be concluded prior to severance and no documents and/or other material shall be placed in the personnel file of such employee after severance or otherwise than in accordance with the procedure set forth in this Article.

D. Job descriptions for "maintenance worker" and "custodian" will be developed. The Director of Plants/Facilities will assign work according to these job descriptions.

ARTICLE XV

EMPLOYEE-ADMINISTRATION LIAISON

At the request of the Association, the Association's representatives shall meet with the Superintendent at least once every calendar quarter during the year to review and discuss current problems and practices of mutual interest and the administration of this Agreement. Such meetings shall be held on written request of the Association or on written request of the Administration and it shall not be deemed a waiver of this provision or violation of this contract if no meeting is requested or held.

ARTICLE XVI

SICK LEAVE

A. Accumulative

1. All employees shall be entitled to twelve (12) sick leave days each school year as of the first official day of said school year whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit. Employees must give notification no less than one hour when sick leave is required.

2. If an employee works less than four (4) hours of his shift and leaves due to illness, he/she will be charged for one sick day and will be paid for time worked. If beyond four (4) hours, he/she will not be charged with a sick day and receive payment only for time worked.

3. The employee shall certify to the Board, in writing, the nature of his illness upon return to duty in all cases. Sick leave for more than three (3) consecutive days may require the employee to present, in addition to his or her certification as to the illness, the certification of his or her physician.

B. Notification of Accumulation

Employees shall be given a written accounting of accumulated sick leave days no later than September 15 of each school year.

C. Retirement Compensation

Employees with eighteen (18) years or more service to the Phillipsburg School System retiring at the end of the 2002-2003 school year and thereafter shall receive one-half (1/2) of his/her daily rate of pay for up to and including ninety (90) days of unused accumulated sick leave (i.e. forty-five (45) full days pay maximum) and quarter-pay for the next thirty (30) days (i.e. 7.5 days maximum). In no event can the total number of days exceed 52.5 days. The daily rate is defined as a work day consisting of eight (8) hours.

ARTICLE XVII

TEMPORARY LEAVES OF ABSENCE

A. Employees will be entitled to personal days with full pay up to a maximum of two (2) non-accumulative days in any contract year. The two (2) days shall require no reason to be given. Each day not used will accumulate annually as a sick day.

All personal days referred to in this section are subject to the following conditions:

1. At least twenty-four (24) hours notice shall be given in requesting a personal day through the building principal. Lacking such notice, the absence will be considered unauthorized and employee's pay will be deducted at a daily rate based upon his yearly salary.

2. Personal days will not be granted the day immediately preceding or following a vacation/holiday, except for appropriate reasons stipulated well in advance.

3. The Superintendent of Schools, in the best educational interest of the school district is empowered to deny any requests for the above days. Such denial shall be subject to grievance procedures.

4. Employees are not permitted to take off days without pay at will. Prior permission to take days without pay must be obtained from the Superintendent.

B. Up to five (5) successive working days may be granted for death in the immediate family (husband, wife, children, and other members of the same home; father and mother, brothers and sisters, father-in-law and mother-in-law, step-parent, step-child, grandmother and grandfather). The Superintendent may grant up to five (5) working days for other family members and relatives when circumstances warrant it.

C. Two (2) emergency days.

D. Extensions to any temporary leaves of absence referred to in Sections A and B as outlined above may be made at the discretion of the Superintendent of Schools.

E. A regularly appointed employee who is required to undergo military field training or to attend service school will be paid his regular salary less the salary that he receives from the military organization, provided that such

additional time of training or service school attendance is not in excess of one (1) calendar month during any school year. Should any military field training or attendance at service schools in excess of that granted above be required in the same school year, military leave pay for each additional period shall be granted.

F. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the member is entitled.

ARTICLE XVIII

EXTENDED LEAVES OF ABSENCE

A. Association

The Board agrees that up to one (1) employee designated by the Association shall upon request be granted a leave of absence without pay for up to one (1) year for the purpose of engaging in activities of the Association or its affiliates.

B. Military

Military leave without pay shall be granted to any employee who is inducted or enlists in any branch of the armed forces of the United States for the period of said service and three (3) months for any wound or sickness at time of discharge.

C. Good Cause

Other leaves of absence without pay may be granted by the Board for good reason.

D. Return from Leave

1. Salary

Upon return from leave granted pursuant to Section A or B of this Article, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. An employee shall not receive increment credit for time spent on a leave granted pursuant to Section C. of this Article.

2. Benefits

All benefits to which an employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave and credits, shall be restored to him upon his return, and he shall be assigned to the same position which he held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

E. Extensions and Renewals

All requests for extensions or renewals of leaves shall be applied for and, if approved, placed in writing.

ARTICLE XIX

PROTECTION OF EMPLOYEES

A. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior and to the police department.

B. The Board will provide all employees annually with one (1) day of in-service safety training.

ARTICLE XX

INSURANCE PROTECTION

A. The Board of Education agrees that for the term of this Agreement it will provide individual and full family health-care insurance coverage comparable to that currently being provided for professional employees.

- (1) Hospitalization benefits
- (2) Surgical benefits
- (3) Medical benefits
- (4) Diagnostic benefits
- (5) Major Medical benefits
- (6) Others as agreed by Board and Association

B. The Board shall request the carrier to provide each new employee with a description of the health-care insurance coverage provided under this Article at the beginning of the school year. In addition, all personnel covered by the health-care plan shall be notified of revisions prior to their effective date.

ARTICLE XXI

PERSONAL FREEDOM

A. Employees shall be entitled to full right of citizenship, and no religious or political activities of any employee or the lack thereof shall be grounds for any discipline or discrimination with respect to the employment of such employee, providing said activities do not violate any local, state, or federal law.

ARTICLE XXII

DEDUCTION FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees dues for the Association, the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. It shall be the obligation of the said Association to certify the cost of said dues to the Board Secretary-Administrator of said district on or before August 1st of each year---failure to comply with this provision will relieve the Board and District from any obligation to deduct said dues. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said moneys together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such moneys to the appropriate association or associations.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice thirty (30) days prior to the effective date of such change.

B. Local, State and National Services

The Board agrees to deduct from employees' salaries money for local, state and/or national association services and programs as said employees individually and voluntarily authorize the Board to deduct. Any employee may have such deductions discontinued at any time upon sixty (60) days' written notice to the Board and the appropriate association.

C. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that shall arise

out of, or by reason of any action taken or not taken by the Board for the purpose of complying with any provisions of this Article. The Association shall intervene in and defend any administrative or court litigation.

ARTICLE XXIII

REPRESENTATION FEE

A. If an employee does not become a member of the Association during any membership year 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. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

B. Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Association, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments charged by the Association to its own members.

C. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct the representation fee in equal installments, as nearly as possible, for the paycheck paid to each employee of the aforesaid list during the remainder of the membership year in question.

D. The employer shall remit the amount deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.

E. These deductions will commence on the next month following the new employee's successful completion of the required probationary period.

F. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the employer shall immediately cease making said deductions.

G. The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability that shall arise out of, or by reason of any action taken or not taken by the Board for the

purpose of complying with any provisions of this Article. The Association shall intervene in and defend any administrative or court litigation.

ARTICLE XXIV

MISCELLANEOUS PROVISIONS

A. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any employee benefit existing prior to its effective date.

B. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

C. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

D. Attendance at NJEA Convention

The Board and Superintendent shall allow two (2) officers of the Association to attend the annual NJEA Convention. This shall be limited to two (2) work days (regular work days with pay---Monday through Friday). Attendance must be verified to substantiate payment for two (2) work days.

E. Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter to the following addresses:

1. If by Association, to Board at 445 Marshall Street, Phillipsburg, New Jersey.
2. If by Board, to the President and Secretary of the Association.

ARTICLE XXV

BOARD RIGHTS

Subject to the express provisions of this Agreement and in full compliance with established laws, the Board retains all rights, powers, functions and authority of management, including the hiring, supervision, discipline and promotion of employees, the direction of school operations and determination of the methods, means and personnel by which such operations are to be conducted, and to take whatever actions may be necessary to accomplish the missions of the school district.

ARTICLE XXVI

REPORTING FOR DUTY LATE

It is mutually agreed that arrival at employment stations on time is in the best interests of the custodial/maintenance program.

It is further understood that extenuating circumstances do result in occasional late reporting.

It is agreed that more than three such late arrivals per school year is cause for disciplinary action of the employee concerned.

Disciplinary Action

Staff members who have exceeded three (3) late arrivals shall have their salary reduced as follows:

- (1) Up to 40 minutes -- 1/6 of their daily salary.**
- (2) Over 40 minutes -- 1/2 of their daily salary.**

ANNEX A

REDUCTION OF PERSONNEL

Definition:

Reduction of personnel shall only be interpreted to mean a lay-off caused directly by a reduction in budgeted moneys for custodial/maintenance personnel. Termination for cause shall not be considered reduction of personnel.

A. During the term of this contract, reduction of personnel shall be in conformity with this Agreement and with the statutes of the State of New Jersey.

B. If reduction of personnel is being considered, the Board shall notify the Association as soon as practicable.

C. Only eligible employees, defined as employees who have completed ten (10) consecutive full years of employment in the District, shall be entitled to seniority credit.

D. For a period of two (2) years from the effective date of a layoff, an employee's seniority will remain unbroken and accumulated sick leave will remain credited to him pending his return to assignment in this district.

E. The fact that an eligible employee is laid-off for the purpose of staff reduction shall not result in the loss of seniority credit for previous years of service.

F. Reduction of personnel or employees who are represented by the bargaining unit will be made according to the following:

(1) Seniority for the purpose of this Article shall be defined as consecutive full years of employment in the district.

(2) A list shall be prepared by the Board and presented to the Association which includes the length of employment of all present bargaining unit personnel.

(3) Probationary personnel or employees, those with less than ten (10) years of continuous service prior to the lay-off of any eligible employee, subject to having the requisite skill and ability to perform the duties of the position to be filled.

(4) In the event employees must be laid-off, lay-off will be on the basis of seniority and ability except as provided for in (3) above.

(5) In the event of lay-off with all of the above factors being equal, employees will be considered on the basis of a rating determined by the Superintendent with the least satisfactory to be released from service first.

(6) Transfers made necessary under this procedure and requests for retransfer will be handled within the intent of the transfers and reassignment Article of this Agreement.

F. Recall:

Eligible employees will be recalled in the inverse order of lay-off for position openings for which they are competent and qualified in accordance with the following:

(1) If a position exists within the district for which the employee is competent pursuant to this Agreement, the employee shall be notified by certified mail. Within ten (10) days of the receipt of a written offer to return to employment, the employee shall accept the position by a response by certified mail or it shall be determined that he or she has declined the position he or she was offered. If any employee is under contract to another school district or employer, he shall have sixty (60) days from being notified of a position in which to return to the district.

(2) All employees on lay-off and the Association shall be notified by certified mail on or before April 1 of their position on the recall list and given the opportunity to remain on recall for the following school year. The employees shall notify the Superintendent by certified mail by April 15 of their intent to return to the school district or they cease to be eligible for re-employment.

(3) No new employees shall be hired until all competent, eligible employees on lay-off in accordance with this article have been offered an opportunity in writing to return to active employment.

G. The recall list shall be maintained by the Personnel Office. It shall be the employee's responsibility to maintain a current address with the Personnel Office. Said employee waives his right to a position with the Board if he cannot be contacted by the district upon the opening for the position for which he is qualified.

H. Nothing in this Annex A shall constitute the granting of tenure to any employee.

POOL MAINTENANCE

For the employee performing pool maintenance, the duties required by this job not to be performed during regular working hours of employment.

MASTER MAINTENANCE

The following criteria are applicable to master maintenance employees. The intent is to distinguish between those maintenance persons with superior technical expertise. If the selection and appointment of individuals to the level of master maintenance is done according to the provisions of the contract, the appointment of individuals to this position is not grievable.

Master-Maintenance Categories/Criteria

- I. **Master Maintenance Categories:**
Electrical
Carpentry
HVAC
Plumbing
Roofing

- II. **Requirements by category:**
License; or
Apprenticeship; or
Formal Training + Skills Test; or
Experience + Skills Test
Skills test will be performed by the District’s Director of Buildings and Grounds and will be reasonably comparable to that performed by the vocational-technical school which previously performed such assessments.

Electrical:

License:	Electrician-New Jersey
Apprenticeship:	5 year recognized program
Experience:	5 years under direction of journeymen or wireman
Formal Training	Completion of a formal program leading to an electricians license
Skill Assess Act	Administered by District’s Director of Buildings and Grounds.

Plumbing

License:	Plumbing-New Jersey
Apprenticeship:	5 year recognized program
Experience:	5 years under direction of licensed plumber
Formal Training:	Completion of a formal program leading to a plumbing license
Skill Assess Act.	Administered by District’s Director of Buildings and Grounds.

HVAC

License:	N/A
Apprenticeship:	5 years recognized program;
Experience:	5 years under direction of HVAC contractor
Formal Training:	Completion of a formal program
Skill Asses Act.	Administered by District’s Director of Buildings and Grounds.

Carpentry:

License:	N/A
Apprenticeship:	5 years recognized program
Experience:	5 years as a rough and finish carpenter
Formal Training:	Completion of a formal program to become a carpenter
Skills Assess Act.	Administered by District’s Director of Buildings and Grounds.

Roofing

License: N/A
Apprenticeship: 2 years recognized program
Experience: 3 years as a roofer
Formal Training: N/A
Skills Assess Act. Administered by District’s Director of Buildings and Grounds.

Technology:

License: N/A
Apprenticeship: N/A
Experience: 3 years in the technology field
Formal Training: Completion of a formal program in computer technology.
Skills Assess Act. Administered by District’s Director of Buildings and Grounds.

III. Provisions:

- A. Any individual now serving in the master maintenance category prior to July 1, 1996 would continue in that category (grandfathered).**
- B. Maintenance employees employed before July 1, 1996 may apply for the master maintenance title providing they meet the required criteria and will receive the appropriate stipend upon successful completion of the criteria.**
- C. For employees employed after July 1, 1996**
 - 1. A six-month probationary period between the time a person begins employment as a maintenance person and the time that person can be moved to the category of master maintenance.**
 - 2. An employee meeting the criteria of master maintenance may request to be moved to the next vacant 'master maintenance' position providing he meets the category criteria. i.e.. plumbing, electrical, etc. when that position becomes vacant.**
- D. A maintenance person may qualify for only one master-maintenance stipend.**

UNIFORMS/MAINTENANCE SHOES

For the term of this contract only, the Board will provide uniforms for custodial/maintenance personnel either by contracted service or outright purchase. It is understood that at the conclusion of this contract, this provision will expire. Said expiration is not grievable or arbitrable.

Uniforms are to be worn only at the place of employment.

Uniform Purchase

In the event that the Board chooses to purchase uniforms, the following conditions will occur:

1. Initially two (2) sets (pants/shirt) will be purchased for each custodian. Every year thereafter, each custodial/maintenance employee will receive one (1) set.
2. For summer (June-August, non-student days), T-shirts may be worn. In the first year of employment, five (5) T-shirts will be purchased. Every year thereafter, two (2) T-shirts will be provided.
3. The employee will be responsible to clean and maintain his/her individual uniforms.

Upon leaving the district, employees are to turn in uniforms, otherwise there will be a replacement charge to the district. The final paycheck will be held until all uniforms have been returned.

Uniform Service

In the event that the Board chooses to use uniform services, employees are to cooperate with the service by being prompt with the exchange of uniforms.

Maintenance contract of 36 months for three (3) changes per employee per week, with seasonal sleeve; includes cleaning, maintenance, upkeep, delivery, and name. Also, separate delivery as required and separate invoices for each building.

New employees will receive new uniforms and T-shirts unless there is a 50% turnover, in which case good, used clothing will be issued.

Shoes -- Maintenance men will be required to wear safety shoes/boots as stipulated by the Director of Plants/Facilities. During the term of the contract, the Board of Education will provide a maximum of two pairs of safety

shoes/boots, if needed. In the event that these two pairs of shoes/boots are worn out prior to termination of the contract, the maintenance person shall be required to provide identical footwear at his/her own expense. At no time shall any maintenance person report to work without the agreed upon safety shoes/boots. These shoes/boots are being provided for employment use only.

Foul Weather Gear

Foul weather gear will be provided at each school. The number/type of pieces of equipment will be determined by the Director of Plants/Facilities. Foul weather gear is not to leave the premises and is for use on school grounds only.

If at any time during the contract the Board of Education feels the uniform or safety shoe benefit is being abused, it reserves the right to cancel this benefit immediately. This decision shall not be arbitrable or grievable and will not be considered a violation of contract or terms and conditions of the contract.

Wherever reference is made to Director of Plants/Facilities in this contract, the Board of Education also assigns those duties to the School Business Administrator/Board Secretary.

ARTICLE XXVII

DURATION OF AGREEMENT

A. Duration Period

This Agreement shall be effective as of July 1, 2005 and shall continue in effect until June 30, 2008, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. In Witness Whereof, the Association has caused this Agreement to be signed by its president and secretary and the Board has caused this Agreement to be signed by its president and attested by its secretary and its corporate seal to be placed hereon, all on the day and year first above written.

**BOARD OF EDUCATION OF THE
TOWN OF PHILLIPSBURG**

Attest:

By: _____
Roderick Pianelli
President

William Poch
Board Secretary

**PHILLIPSBURG EDUCATION
ASSOCIATION, INC.**
(Custodial/Maintenance Unit)

By: _____
Barbara Alderfer
President

Attest:
