



**Board of Education
of
Parsippany-Troy Hills**

and

**International
Association of
Industrial Workers**

Local 32

Agreement

July 1, 2013—June 30, 2016

TABLE OF CONTENTS

PREAMBLE	1
ARTICLE	
RECOGNITION	2
ARTICLE II	
SALARY GUIDE	2
ARTICLE III	
DRIVERS	3
ARTICLE IV	
STIPENDS	5
ARTICLE V	
EMPLOYMENT	7
ARTICLE VI	
PROBATIONARY PERIOD	7
ARTICLE VII	
HOURS OF WORK AND OVERTIME	8
ARTICLE VIII	
UNION SECURITY	10
ARTICLE IX	
BOARD RIGHTS	11
ARTICLE X	
SENIORITY	11
ARTICLE XI	
UNIFORMS	12
ARTICLE XII	
POSTING OF VACANCIES	12
ARTICLE XIII	
SICK LEAVE	13
ARTICLE XIV	
TEMPORARY LEAVES OF ABSENCE	13
ARTICLE XV	
HOLIDAYS	15
ARTICLE XVI	
VACATIONS	15
ARTICLE XVII	
HEALTH CARE PROGRAM	16
ARTICLE XVIII	
LONGEVITY	18
ARTICLE XIX	
TERMINAL LEAVE PAY	18
ARTICLE XX	
GRIEVANCE PROCEDURE	20
ARTICLE XXI	
MISCELLANEOUS AND GENERAL PROVISIONS	22
CERTIFICATE OF RETIREMENT	23
APPENDIX A—SALARY GUIDES	24

PREAMBLE

THIS AGREEMENT made and entered into as of this 2nd day of October 2013, covers the period of July 1, 2013 through June 30, 2016, 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 32 OPEIU, Office & Professional Employees International Union 2013 Morris Avenue, Union, 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, 2013 through June 30, 2016.

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

Frances C. Orthwein

Board President

H. Ronald Smith

Board Secretary

OFFICE & PROFESSIONAL
EMPLOYEES
INTERNATIONAL UNION,
LOCAL 32

Lois Cuccinello

Business Agent

Mike Prall

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. The base salary cost (as set forth in the scattergram hereto attached as Exhibit 1) for each year shall be increased by the following amounts, inclusive of increment: (i) 2013/14 equal to 2.0%; (ii) 2014/15 equal to 1.5%; (iii) 2015/16 equal to 1.5% (the salary guides for each year of the contract shall be mutually developed by the parties).

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 32 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 32.

- 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 hundred 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 thereof, 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.

**ARTICLE IV
STIPENDS**

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

	2013-2014 2%	2014-15 1.5%	2015-16 1.5%
2 nd Shift differential	\$1,394	\$1,415	\$1,436
3 rd Shift differential	\$1,548	\$1,571	\$1,595
Boiler License	\$1,266	\$1,285	\$1,304
Building Handyman	\$1,149	\$1,166	\$1,208
C.D.L. – (transportation*)	\$914	\$928	\$942
Emergency Call Out	\$1,082	\$1,098	\$1,114
Head Driver	\$3,076	\$3,122	\$3,169
M.S. Shift Lead Worker	\$2,754	\$2,795	\$2,837
Maintenance Lead Worker	\$3,482	\$3,534	\$3,587
Maintenance Skilled Worker	\$1,172	\$1,190	\$1,208
Pesticide License	\$3,000	\$3,045	\$3,091
S.H.S. Shift Lead Worker	\$3,482	\$3,534	\$3,587
Tuesday-Saturday Shift	\$1,836	\$1,864	\$1,892
Weekend Building Check	\$0	\$0	\$0
Elementary School	\$1,836	\$1,864	\$1,892
Middle & High Schools	\$2,914	\$2,958	\$3,002
Weekend	\$83	\$84	\$87
Day	\$50	\$51	\$53
Working Foreman	\$10,824	\$10,986	\$11,151

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

*Memorandum of Agreement Approved to revise stipend list—10-23-08
Added: Emergency Call Out and Working Foreman*

HEAD CUSTODIANS

	2013-2014 2%	2014-15 1.5%	2015-16 1.5%
S.H.S. Head Custodian	\$11,880	\$12,058	\$12,239
M.S. Head Custodian	\$8,333	\$8,458	\$8,585
Elementary Head Custodian	\$5,167	\$5,245	\$5,324

ARTICLE IV—STIPENDS—continued

- 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. 1st offense – verbal warning
 - 2. 2nd offense – written warning
 - 3. 3rd 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.

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. The Board reserves the right to hire part time custodians and maintenance workers as needed to meet current and future staffing needs. Part time custodians and maintenance workers are those who are regularly scheduled to work six (6) hours or less per day.
- C. Part-time employees shall be paid on a non-contractual, hourly basis at a rate to be established by the Board.
- 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 (4th) step of the appropriate salary guide.
- 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.
- G. The Board reserves the right to reduce staff with the understanding that all laid off (RIF) custodians, due to reasons of economy, will have an opportunity to apply for all open custodial positions.
- H. The Board and Local 32 agree that laid off custodians have no recall rights. All custodians laid off (RIF), due to reasons of economy, will have the opportunity to apply for any future positions.

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 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.

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. 1st offense – written warning with copy to personnel file
 - 2. 2nd offense – employee sent home with loss of one (1) day's pay
 - 3. 3rd 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.

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 1st to June 30th 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 service

Ten-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 1st and August 15th shall be made to the individual's immediate supervisor no

ARTICLE XVI—VACATIONS—continued

later than May 15th. Employees shall be notified of their scheduled vacation no later than June 15th. 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 1st of any school year, but prior to January 1st 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 st	9 days
September 1 st	8 days
October 1 st	7 ½ days
November 1 st	6 ½ days
December 1 st	6 days

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

ARTICLE XVII HEALTH CARE PROGRAM

- A. All employees currently enrolled in the POS health Plan shall be eligible for enrollment in the Direct Access Health Plan (subject to all employee premium contributions required by law). The prescription plan for employees shall be revised to reflect co-payments of \$15/\$35/2x. Dental and vision coverage shall remain unchanged.
- B. Local 32 members will contribute premium contributions of their base annual salary toward the cost of their health care premium, as required by law.
- C. Should the Board determine that a change in carrier(s) shall be effectuated, it shall consult with the Union prior to said change.
- D. 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.

- E. 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.
- F. **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.
- G. The district will offer a 125 flexible spending plan that may be used to cover the employee contribution toward premium costs as well as additional uncovered medical expenses and eligible child care costs.
- H. The district will compensate members at the rates agreed to for opting out of dependent coverage:

POS Family	25% of District Savings
POS Spouse/Partner	25% of District Savings
POS Parent/ Child/Children	25% of District Savings

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.

Employees may re-enroll in the dependent plan during open enrollment periods or as the result of some other qualifying event*. Employees who waive district coverage and subsequently wish to re-enroll must submit a completed enrollment application to the Business Office.

* Examples of qualifying event: Exhaustion of COBRA coverage, termination of employment or coverage eligibility under spouses health plan; loss of coverage eligibility in spouse’s health plan due to a reduction in the spouse’s work hours, divorce or legal separation, death of the employee’s spouse; termination of the spouse’s plan coverage.

ARTICLE XVIII

LONGEVITY

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

All amounts listed are the total longevity payment.

Longevity shall be included as part of the annual salary computation

	2013-2014	2014-2015	2015-2016
10 Years	\$800	\$800	\$800
15 Years	\$1,050	\$1,050	\$1,050
20 Years	\$2,500	\$2,500	\$2,500
25 Years	\$3,000	\$3,000	\$3,000
30 Years	\$3,500	\$3,500	\$3,500

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.
- B. Approval of such retirement shall be made by the Board of Education at its regular public meeting next following January 1st 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 5
- to 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 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, or letters of reprimand, termination, and discipline that results in loss of pay, 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.

- 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 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 Board and Local 32 agree to redefine the Second Shift as follows: Second Shift A will start at 12:30 PM and Second Shift B will start on or after 2:30 PM.

The Board and Local 32 agree that all mid-shift positions are eliminated.

- 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 32 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.

CERTIFICATE OF RETIREMENT

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 **32**, 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.

Employees' Name
(Please Print)

Date of Submission

Employee's Signature

Employees' Work Location

SALARY GUIDES—APPENDIX A

Custodian/Maintenance Worker Guides

2%	2%	1.50%	1.50%
2012-2013	2013-2014	2014-2015	2015-2016
\$27,050	\$27,591	\$28,005	\$28,425
\$27,644	\$28,197	\$28,620	\$29,050
\$28,187	\$28,750	\$29,182	\$29,619
\$28,892	\$29,470	\$29,912	\$30,360
\$29,938	\$30,536	\$30,994	\$31,459
\$31,059	\$31,680	\$32,155	\$32,638
\$32,189	\$32,833	\$33,325	\$33,825
\$33,281	\$33,947	\$34,456	\$34,973
\$34,500	\$35,190	\$35,718	\$36,253
\$35,450	\$36,159	\$36,701	\$37,251
\$36,614	\$37,346	\$37,906	\$38,475
\$37,975	\$38,734	\$39,315	\$39,905
\$40,159	\$40,963	\$41,577	\$42,201
\$41,846	\$42,683	\$43,323	\$43,973
\$43,520	\$44,390	\$45,056	\$45,732
\$45,212	\$46,116	\$46,808	\$47,510
\$46,564	\$47,495	\$48,208	\$48,931
\$47,579	\$48,530	\$49,258	\$49,997
\$49,270	\$50,256	\$51,009	\$51,775
\$51,188	\$52,211	\$52,995	\$53,790
\$51,680	\$52,713	\$53,504	\$54,307
\$53,091	\$54,152	\$54,965	\$55,789
\$54,804	\$55,900	\$56,739	\$57,590

Head Custodian/Lead Worker/Foreman Salary Guide

2%	2%	1.50%	1.50%
2012-2013	2013-2014	2014-2015	2015-2016
\$33,813	\$34,489	\$35,007	\$35,532
\$34,853	\$35,550	\$36,084	\$36,625
\$35,790	\$36,506	\$37,053	\$37,609
\$36,643	\$37,376	\$37,936	\$38,505
\$37,454	\$38,203	\$38,777	\$39,358
\$38,897	\$39,675	\$40,271	\$40,875
\$40,025	\$40,826	\$41,438	\$42,060
\$41,152	\$41,975	\$42,605	\$43,244
\$41,716	\$42,550	\$43,188	\$43,836
\$43,182	\$44,045	\$44,706	\$45,377
\$44,310	\$45,196	\$45,874	\$46,562
\$46,660	\$47,593	\$48,307	\$49,032
\$46,902	\$47,840	\$48,558	\$49,286
\$47,917	\$48,875	\$49,608	\$50,352
\$49,157	\$50,140	\$50,892	\$51,655
\$50,397	\$51,405	\$52,176	\$52,959
\$52,201	\$53,245	\$54,044	\$54,854
\$53,667	\$54,740	\$55,561	\$56,395
\$56,032	\$57,152	\$58,010	\$58,880
\$57,846	\$59,003	\$59,888	\$60,787

SALARY GUIDES—APPENDIX A

10 Month 6 Hour Driver Guide

2%	2%	1.50%	1.50%
2012-2013	2013-2014	2014-2015	2015-2016
\$18,981	\$19,361	\$19,651	\$19,946
\$19,709	\$20,104	\$20,405	\$20,711
\$20,438	\$20,846	\$21,159	\$21,476
\$21,270	\$21,695	\$22,021	\$22,351
\$22,102	\$22,544	\$22,882	\$23,226
\$22,935	\$23,393	\$23,744	\$24,100
\$23,871	\$24,348	\$24,714	\$25,084
\$24,807	\$25,303	\$25,683	\$26,068
\$25,744	\$26,259	\$26,652	\$27,052
\$26,784	\$27,320	\$27,730	\$28,145
\$27,824	\$28,381	\$28,807	\$29,239
\$28,865	\$29,442	\$29,884	\$30,332
\$30,009	\$30,609	\$31,069	\$31,535
\$31,154	\$31,777	\$32,253	\$32,737
\$32,347	\$32,994	\$33,489	\$33,991
\$33,574	\$34,245	\$34,759	\$35,280
\$34,853	\$35,550	\$36,084	\$36,625
\$35,894	\$36,612	\$37,161	\$37,718

10 Month 8 Hour Driver Guide

2%	2%	1.50%	1.50%
2012-2013	2013-2014	2014-2015	2015-2016
\$22,746	\$23,201	\$23,549	\$23,902
\$24,144	\$24,626	\$24,996	\$25,371
\$25,108	\$25,610	\$25,994	\$26,384
\$26,071	\$26,593	\$26,992	\$27,397
\$27,196	\$27,740	\$28,156	\$28,578
\$28,304	\$28,870	\$29,303	\$29,743
\$29,413	\$30,001	\$30,451	\$30,908
\$30,650	\$31,263	\$31,732	\$32,208
\$31,903	\$32,541	\$33,029	\$33,524
\$33,155	\$33,819	\$34,326	\$34,841
\$34,440	\$35,129	\$35,656	\$36,191
\$35,887	\$36,604	\$37,153	\$37,711
\$37,333	\$38,079	\$38,651	\$39,230
\$38,778	\$39,553	\$40,147	\$40,749
\$42,001	\$42,841	\$43,484	\$44,136
\$43,593	\$44,465	\$45,132	\$45,809
\$45,249	\$46,154	\$46,846	\$47,549
\$46,969	\$47,908	\$48,627	\$49,356

12 Month 6 Hour Driver Guide

2%	2%	1.50%	1.50%
2012-2013	2013-2014	2014-2015	2015-2016
\$21,656	\$22,089	\$22,420	\$22,757
\$22,987	\$23,446	\$23,798	\$24,155
\$23,904	\$24,382	\$24,748	\$25,119
\$24,822	\$25,318	\$25,698	\$26,084
\$25,892	\$26,410	\$26,806	\$27,209
\$26,947	\$27,486	\$27,899	\$28,317
\$28,003	\$28,563	\$28,992	\$29,427
\$29,181	\$29,765	\$30,211	\$30,664
\$30,373	\$30,981	\$31,446	\$31,917
\$31,567	\$32,198	\$32,681	\$33,171
\$32,790	\$33,446	\$33,948	\$34,457
\$33,792	\$34,468	\$34,985	\$35,510
\$35,543	\$36,254	\$36,798	\$37,350
\$36,920	\$37,658	\$38,223	\$38,796
\$39,152	\$39,935	\$40,534	\$41,142
\$40,620	\$41,433	\$42,054	\$42,685
\$42,150	\$42,993	\$43,638	\$44,292
\$43,593	\$44,465	\$45,132	\$45,809

12 Month 8 Hour Driver Guide

2%	2%	1.50%	1.50%
2012-2013	2013-2014	2014-2015	2015-2016
\$28,875	\$29,453	\$29,895	\$30,343
\$30,649	\$31,262	\$31,731	\$32,207
\$31,873	\$32,510	\$32,998	\$33,493
\$33,096	\$33,758	\$34,264	\$34,778
\$34,524	\$35,214	\$35,742	\$36,278
\$35,930	\$36,649	\$37,199	\$37,757
\$37,338	\$38,085	\$38,656	\$39,236
\$38,908	\$39,686	\$40,281	\$40,886
\$40,499	\$41,309	\$41,928	\$42,557
\$42,088	\$42,930	\$43,574	\$44,228
\$43,720	\$44,594	\$45,263	\$45,942
\$45,453	\$46,362	\$47,057	\$47,763
\$47,288	\$48,234	\$48,958	\$49,692
\$49,225	\$50,210	\$50,963	\$51,728
\$52,203	\$53,247	\$54,046	\$54,857
\$54,154	\$55,237	\$56,065	\$56,906
\$56,182	\$57,305	\$58,165	\$59,037
\$58,262	\$59,428	\$60,319	\$61,224

