# AGREEMENT

# between

# THE PALISADES PARK BOARD OF EDUCATION

# and

# TEAMSTERS LOCAL 97 OF NEW JERSEY

Effective: July 1, 2020 to June 30, 2025

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## PREAMBLE

THIS AGREEMENT is made and entered into on this _____ day of July, 2020 by and between the PALISADES PARK BOARD OF EDUCATION, (hereinafter the "Board") and the TEAMSTERS LOCAL NO, 97 OF NEW JERSEY, (hereinafter the "Union").

## ARTICLE I
## RECOGNITION

A. The Board recognizes the Union as the sole and exclusive negotiating agent for the purpose of collective negotiations on terms and conditions of employment on behalf of all contract employees in the following classifications:

1. Custodians
2. Head Custodians
3. Maintenance Workers
4. Working Foremen
5. Custodian/Maintenance Dual Title Holders

B. All other positions, persons, and units not specifically defined above are excluded.

C. Under this contract, the term custodian as used throughout shall refer to all personnel named in subsections a-d of Section A above and any reference to male custodians shall Include female custodians.

D. For the purpose of layoffs, seniority shall be determined within the entire bargaining unit regardless of title.

## ARTICLE II
## GRIEVANCE PROCEDURE

A. The term "grievance" as used herein means any complaint arising over the interpretation or adherence to the terms and conditions of this agreement and may be raised by an Individual, the Union on behalf of an Individual, the Union on behalf of the entire Bargaining Unit (Class Action), or the Board.

B. The term "grievance" and the procedure established for the processing of a "grievance" shall not be deemed applicable in the following instances:

1. In matters not covered by the terms of this agreement;

2. In matters of Initial salary guide and salary step determinations and assignment;

3. In matters of temporary job transfers or assignment;

4. In matters of selection for promotion as it pertains to seniority;

5. In matters where the Board or its representatives are without authority to act;

6. In matters involving probationary employees, Including dismissal;

7. In matters Involving regular auxiliary and summer employees not in the bargaining unit.

C. Procedure:

1. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. Whenever the employee appears with a representative, the Board or its representatives shall have the right to designate a representative to participate at any step in the grievance procedure.

2. An employee shall not lose pay for time spent during his regular working hours at hearings in accordance with the following steps of the grievance procedure.

3. Saturdays, Sundays and holidays shall not be considered working days in the computing of the time limits indicated in the grievance procedure.

4. Failure at any step of this procedure to. communicate the decision on a grievance within the specified time limits shall permit the aggrieved to proceed to the next step, provided, however, that the parties may extend the time provided herein by mutual agreement. 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.

5. The time limits specified In Section D may be adjusted by mutual consent of the parties.

6. It Is understood that employees shall, during and not withstanding that pendency of any grievance, continue to observe all assignments and applicable rules and regulations and any effect thereof shall have been fully determined.

D. Steps:

1. An employee having a grievance shall present It to his/her immediate Supervisor within five (5) working days after the occurrence of the event from which grievances arises. An answer will be submitted within three (3) working days. Any grievance not presented within five (5) working days, shall be deemed abandoned, unless the parties by mutual agreement consent to an additional period of time.

2. If the employee is not satisfied with the answer, the grievance shall be put in writing specifying:

   (a) the nature of the grievance;

   (b) the results of the discussion with the Immediate Supervisor;

   (c) the basis of his/her dissatisfaction with the determination; signed by the employee and presented to the Superintendent of Schools and School Business Administrator-Secretary, with a copy to the immediate Supervisor, within three (3) working days. An answer will be submitted, in writing, within five (5) working days, after a hearing involving all parties.

Format for filing grievances will be uniform and will be planned cooperatively by the administration and the Union.

3. If the employee is dissatisfied with the answer, or in the event no answer is received within five (5) working days, the employee may appeal, in writing, within three (3) working days thereafter, to the Board of Education, with copies to the Superintendent of Schools, School Business Administrator Secretary, and the immediate Supervisor. An answer will be submitted within twenty (20) calendar days after hearing involving all parties.

4. If the employee Is dissatisfied with the answer, or in the event no answer ls received within twenty (20) calendar days, unless such time ls extended by mutual consent, the employee will have the right to appeal within five (5) working days as follows:

    a) In grievance matters covered under NJ Statutes 18A, or interpretations or adjudications thereof, the appeal shall be made to the NJ Commissioner of Education or P.E.R.C., as applicable.

        1. The arbitrator shall be bound by the provisions of this agreement and restricted to the application of the facts presented to him involved in the grievance.

        2. In formulating his decision, the arbitrator shall adhere to the statutory law of New Jersey and to the pertinent decisions of the Commissioner of Education, the State Board of Education and the Courts.

    b) The costs for the services of the arbitrator, if any, shall be borne equally by the parties in interest.

5. In the event of an order, ruling or determination by a party other than the Immediate Supervisor, any grievance would start with the person making such order, ruling or determination, to wit;

    a) School Business Administrator-Secretary

    b) Superintendent of Schools

    c) Board of Education

## ARTICLE III
## SEPARABILITY AND SAVINGS

Nothing in this Agreement Is intended to modify, deny or violate existing laws and statutes of the State or rulings of the Commissioner of Education. In the event that any provisions or portion of this Agreement is ultimately ruled invalid for any reason by an authority of established and competent legal jurisdiction, the balance and remainder of this Agreement shall remain in full force and effect.

## ARTICLE IV
## PERFORMANCE OF AGREEMENT

A. This Agreement constitutes the complete and final understanding between the Board of Education and the Teamsters Union and settles all demands and issues with respect to all matters subject to negotiations for the duration of the Agreement.

B. This Agreement shall not be altered, amended or changed except in writing after mutual agreement of the parties and after ratification by duly authorized groups and signed by both the Board and the Union, which writing shall be appended hereto and become a part of this Agreement.

C. It is understood by all parties that the Board does not waive any rights or powers granted it by law.

D. It Is understood and agreed that custodians shall continue to serve under the direction of the Superintendent of Schools and the Business Administrator and in accordance with Board and administration policies, rules and regulations consistent with the terms of this Agreement.

## ARTICLE V
## RESPONSIBILITIES OF THE BOARD

A. The Union recognizes the Board as the public agency charged by the Legislature, under the mandate of the Constitution, with the management in the School District of the Borough of Palisades Park of a thorough and efficient system of free public schools.

B. The Board hereby retains and receives unto itself, without limitations other than those expressly set forth by law and by the specifications of this agreement, all powers, rights, authority, duties and responsibilities conferred upon and vested in It by the laws and the Constitution of the State of New Jersey, and the United States, including, but without limiting the generality of the foregoing, the right:

1. To the executive management and administrative control of the school system and its properties and facilities, and the employment activities therein and thereon of the employees,

2. To hire the employees and subject only to the provisions of law and terms of this agreement, to determine their qualifications and the conditions for their continued employment, or their discipline, dismissal or demotion, and to promote and transfer all such employees.

3. To determine the hours of employment, the duties, responsibilities and assignments of the employees and the terms and conditions of employment, subject only to the terms of this agreement.

4. To hire, transfer, layoff, discharge, direct the workforce and determine the work force, Including regular auxiliary and summer employees not in the bargaining unit.

5. To determine the work and services to be performed by the employees and the manner and methods whereby such work ls to be done.

6. To contract or subcontract for such work or services as the Board determines.

7. To take whatever other actions may be necessary to carry out the matters of the school district; and to carry out without limitations, all of the powers, rights, authority, duties and responsibilities conferred upon and vested In it, by the laws of the Constitution of the State of New Jersey and the United States as the same have been

Interpreted either by administrative decisions, or by appropriate courts of competent jurisdiction.

8. To hire new employees (after 7/1/83) for a workweek of any configuration of five consecutive days - Sunday through Saturday. Workweek of employees (prior to 7/1/83) Is Monday through Friday.

## ARTICLE VI
## RESPONSIBILITIES OF THE UNION

A. The Union shall be responsible for acquainting Its members with the provisions of this agreement and shall be responsible for the adherence to the provisions of this agreement by Its members during the life of this agreement.

B. It Is the responsibility of the Union, Its members and its representatives, to carry out administrative directions regarding Board polices and administrative regulations, subject to the understanding that the grievance procedure shall be available under the terms specified in Article II, If It Is felt any such directive of policy Is in conflict with the express terms of this agreement.

C. The Union shall have the right to hold meetings in school facilities, provided these meetings are scheduled in accordance with and comply with Board Policy and do not interfere with normal school operations. The Union Representative shall have admission to the Board premises at any time during working hours for the purpose of ascertaining whether this Agreement ls being carried out in good faith, or for the purpose of assisting In the adjustment of any grievance which may have arisen, provided such admission causes no Interference with· normal school operations or Employees duties.

D. Union Stewards: The Board recognizes the right of the Union to designate one Shop Steward. The Union shall notify the Board of any changes to said list. The authority of the Shop Steward so designated by the Union shall be limited to and shall not exceed the following duties and activities:

   1. The Investigation and presentation of grievances in accordance with the provisions of this Collective Agreement.

   2. The transmission of such messages and information which shall originate with and be authorized by the Local Union.

## ARTICLE VII
## NO-STRIKE PLEDGE

A. The Union covenants and agrees that during the term of this agreement neither the Union nor any person acting in Its behalf will cause, authorize, or support, nor will any of Its members take part in, any strike (i.e. the concerted failure to report for duty, or stoppage of work or abstinence In whole or in part, from the full, faithful and proper performance of the employee's duties of employment), work stoppage, slowdown, walk out or other Job action or the Invocation of sanctions against the Board. The Union agrees that such action would constitute a material breach of this agreement.

B. In the event of a strike, slowdown, walk out, job action or the Invocation of sanctions, it Is covenanted and agreed that participation In any such by any Union member or other individuals covered by this agreement, shall entitle the Board to terminate the employment of such employee or employees.

C. Nothing contained in this agreement shall be construed to limit or restrict the Board in its right to seek and obtain such Judicial relief as it may be entitled to have in law or in equity for Injunction or damages or both in the event of such breach by the Union or Its members.

## ARTICLE VIII
## PROBATION

A. All contract employees shall be considered as probationary employees during their first ninety (90) days of employment. The probation period may be extended, at the sole discretion of the Board, for a period not to exceed an additional ninety (90) days. The extension is to be used as needed and is not to be considered as automatic.

B. Probationary employees may be disciplined or terminated at any time for any reason whatsoever at the sole discretion of the Board and they shall not be entitled to utilize the provisions of the grievance procedure. Upon completion of such probationary period, their seniority will be dated as of date of the commencement of their employment.

C. If a probationary employee quits or is discharged prior to completing his/her probationary period, he shall not be entitled to any earned vacation time.

D. Upon satisfactory completion of a probationary period, the Board will Issue to the employee a fixed term contract for a period of one (1) year or less.

## ARTICLE IX
## BLACK SEAL LICENSE

A. All custodial personnel employed hereafter must obtain, as a condition of their employment and prior to the conclusion of their first calendar year of employment, a Black Seal boiler operator's license.

B. Present custodial personnel must obtain a Black Seal license not later than one (1) year from the effective date of this agreement. Exceptions may be made to this requirement for good and sufficient reasons as determined in the sole discretion of the Board.

C. The Board will pay any charges levied by the authorized school for Instruction of custodial personnel in preparation for the licensing examination, for persons employed after 7/1/83, the Board will pay for Initial and renewal license fees.

D. The employee shall present the license or license renewal to the Immediate Supervisor who shall record the pertinent information therefrom and forward It to the School Business Administrator-Secretary,

E. Obtaining the Black Seal license Is the direct responsibility of the employee. The Supervisor and other personnel will cooperate with the employee, by reasonable adjustment of work schedules, etc., in order to enable the employee to attend school and take the examination.

## ARTICLE X
## EVALUATION PROCEDURE

A. Observations of the work performance of custodial and maintenance personnel shall be conducted by the Immediate Supervisor. Such observations shall be conducted openly.

B. Written evaluations shall be prepared for each employee at least once during each school year. The employee shall be given a copy of each evaluation.

C. An employee may request and shall be granted a conference with his/her supervisor and, upon the employee's request a Union representative, to discuss the evaluation. Such conference shall be granted within ten (10) working days.

D. The employee Is required to sign his/her evaluation form at the time he/she receives his/her copy. Signing does not signify approval. Only completed evaluation forms shall be presented for signature.

E. Evaluations shall become a part of the permanent personnel file of each employee.

F. The evaluations shall be a part of the basis upon which a determination shall be made regarding the employee's step Increment and/or adjustment on the salary guide.

G. Employee shall have the right to appeal in accordance with the provisions of the grievance procedure.

H. Evaluations shall be done for probationary employees prior to the conclusion of their probationary period. This Is In addition to any other evaluations. This evaluation shall be a part of the basis upon which a determination shall be made regarding the regular employment of the probationary employee.

## ARTICLE XI
## JOB OPENINGS, TRANSFERS & PROMOTIONS

A. Employees shall be notified and may apply for all job openings, transfers and promotions.

1. Employees shall be notified through the posting of a notice on the custodial bulletin boards.

2. Interested employees must notify the specified individual within five (5) working days after the posting of the notice, A reasonable time allowance to be given to employees on vacation at the time of posting.

3. Careful consideration will first be given to employees making application as a result of postings. The Board will not unreasonably deny the placing of unit members in open positions.

B. Nothing in the foregoing shall restrict the right of the Board to advertise outside the school system for applicants. Neither shall anything contained in this Article be deemed to deny to the Board the right to award the employment to the person deemed best qualified in the sole and exclusive opinion of the Board whether or not said individual Is from the system itself or is hired from the outside.

C. In those situations where the finalists are considered to offer comparable ability in job training and potential, consideration shall be given to the applicant with employment seniority.

The parties recognize that the ultimate responsibility for making all appointments rests with the Board of Education and agree that it is the obligation of the Board to fill all vacancies with the best qualified personnel.

D. The Immediate Supervisor shall have the right to assign any personnel to fill any position or perform any work task on a temporary basis.

E. The School Board, or Its designee, has the right to make any changes in Job schedules or work routines to ensure the efficient operations of the District provided those changes are not arbitrary or capricious In nature. In the event that a day shift/night shift switch Is to occur, the affected employee will be given 30 days written notice prior to the implementation of the shift change. Any emergency or temporary changes would not require notification.

## ARTICLE XII
## TITLES/WORK HOURS

All personnel hired after Jan 1, 2000 will be considered 12-month employees and custodial/maintenance dual title holders. The Board of Education shall determine the job description and will furnish a copy to the Union within thirty (30) days of the date of ratification of this agreement.

All custodial/maintenance (dual title) personnel will be required to work a thirty-seven-and-one-half (37.5) hour work week starting September 1, 2017. All salaries will be adjusted to encompass thirty-seven-and-one-half (37.5) hours which is a change from the thirty-five (35) and forty (40) hour work weeks performed by custodial personnel and maintenance personnel.

All custodial/maintenance personnel (dual title) shall be considered members of the Teamsters and covered' under this agreement only.

The Board may decide to create a Lead position and will determine a stipend and any other special functions of the title during the course of this agreement.

## ARTICLE XIII
## OVERTIME

A. Overtime work shall be offered to employees Via email according to a rotation schedule and procedure as follows:

1. Custodial/Maintenance Personnel

a) A list of employees shall be prepared and maintained by the Immediate Supervisor and Shop Steward - dual records, for each building on the basis of most senior employee to least senior. This list shall be revised and updated with each change in personnel in a building. Seniority will be based on time in the school system as a member of the custodial staff.

b) Except in emergencies, overtime opportunities will be offered to the next employee on the list in a straight, continuous rotation system, regardless of the type or length of overtime Involved. The employee may accept or reject the overtime opportunity.

c) If accepted, the next overtime will be offered to the next person on the list.

d) If rejected, the overtime Is offered to the next person.

e) If all employees in the building reject the overtime opportunity, the Board has the right to mandate the overtime to the least senior bargaining unit member. The employee may not refuse the assignment.

B. Under emergency conditions, as determined by the Immediate Supervisor, overtime work may be required of any personnel without regard to the overtime selection procedure hereinbefore outlined.

C. Employees may request, in writing, to be taken off the-overtime rotation list for their building or department. They shall remain off the list and not be offered overtime until such time as they request, in writing, to be reinstated on the list.

These employees are not exempt from emergency overtime and may, at the discretion of the Supervisor, be required to perform overtime work if all employees in a building or department have ref used.

D. Overtime Rates

1. The normal hourly rate of employees shall be calculated by dividing the annual salary by 2080 hours.

2. The regular work week shall be forty (40) hours. All hours over forty (40) hours in any week or over eight (8) hours in one day shall be paid at one and one half (1½) times the normal hourly rate.

3. Hours worked on Sundays to be compensated at two (2) times the normal hourly rate (double time).

4. Hours worked on holidays to be compensated by a day for a day "comp" time except for those individuals covering specific duties - boilers, security, etc. Such coverage would be compensated at two and one half (2½) times the normal hourly rate.

E. The Board has the right to call in an approved part-time substitute custodian to cover any need that would normally call for overtime.

## ARTICLE XIV
## SICK LEAVE

A. Sick leave shall be granted to employees under the provisions of NJS 18A:30-1, 18A:30- 2.1, l8A:30-3, and 18A:30-4 and as modified by the terms of this contract article as hereinafter Indicated.

B. All full-time twelve-month personnel shall be entitled to twelve (12) personal sick leave days per school year. Unused sick leave days shall be cumulative.

C. A doctor's certificate will be required upon the return from any three (3) consecutive day absences.

D. The doctor's certificate, when required, shall state: (a) the patient's name, (b) Inclusive dates of absence from work, (c) the medical reasons necessitating the absence, and (d) that the employee did not come to work- at the specific direction of the attending physician.

E. When requested, the Union will assist In Investigating any alleged abuses of sick leave time.

F. In the event of a prolonged, continuous absence due to personal illness (excluding workman's compensation situations), the Union may request additional sick leave time for the individual. The denial of such request by the Board Is not a matter subject to grievance.

G. When an employee has used up sick leave, he may elect to use available vacation time as sick leave,

H. Sick leave may not be used for recuperation from illness or Injury which is directly traceable to employment by another employer.

I. If a person spends less than four (4) hours on the job, because of Illness, he/she loses one-half (½) day sick time.

J. Upon retirement, after ten (10) years of service in Palisades Park, the Board will pay $35.00 per day up to a maximum of fifty (50) days of accumulated unused sick days.

## ARTICLE XV
## EMERGENCY LEAVE

A. An emergency leave may be granted with pay for a total of up to four (4) days for an absence that ls not personal Illness. Reasons for such a leave may be but not limited to:

1. A family emergency totally unpredictable and unforeseen.

2. Serious illness in the family.

3. Legal proceeding that cannot be handled outside of working hours.

Requests for leave shall be submitted to the Administration stating reasons for such request.

B. Emergency leaves no included in A above may be granted at the direction of the Superintendent of Schools and Business Administrator-Secretary.

C. Special leave with full pay up to a total of three (3) days (if needed) shall be granted for death in the Immediate family of an employee, Immediate family for purposes of this clause is defined as parents, grandparents, spouse, brother, sister, child, stepchild, mother-In-law and father- in-law and also an relative who is domiciled In the employee's house. Two (2) days special leave with full pay shall be granted for death of an employee's grandchild, son-In-law, daughter-in-law, brother- in-law and sister-in-law.

## ARTICLE XVI
## HOLIDAYS

A. The Board will pay for the following holidays:

| No. of Days | Holiday |
|---|---|
| 1 | July 4th |
| 1 | Labor Day |
| 2 | Thanksgiving Day |
| 2 | Christmas |
| 2 | New Year's |
| 1 | Good Friday |
| 1 | Memorial Day |

B. If schools are open on any one or more of the following half days, unit member will be given a "comp" day to be taken during the Christmas vacation, Easter vacation, or during the summer recess – excluding the last two weeks of August (not more than three (3) unit members off per day). It will be a day for a day. The holidays are Columbus Day, Election Day, Veterans Day, Martin Luther King Day, Lincoln's Birthday and Washington's Birthday. Juneteenth?

C. Compensation for time worked would be a day for a day "comp" time except those individuals covering specific duties - ballers, security, etc. Such coverage would be compensated at two and one-half (2½) times (pay in envelope plus one and one-half (1½) times).

## ARTICLE XVII
## VACATIONS

A. Vacations represent an earned benefit to twelve-month contract employees based on years of service as follows:

Vacation Eligibility

1. Employee worked not less than 6 months during first year – 5 Days
2. Employee completed 1 year of service through 5 anniversary years – 12 Days
3. Anniversary No. 6 through No. 9 – 17 Days **
4. Anniversary No. 10 and thereafter – 20 days ***

Vacation calculations are based on employee's beginning date of contract employment (appointment) known as the anniversary date.

** During calendar year that 6th anniversary occurs, person is eligible for seventeen (17) days.

*** During calendar year that 10th anniversary occurs, person ls eligible for twenty (20) days.

During calendar year that 20th anniversary occurs, person is eligible for twenty-five (25) days. School calendar year represents the period from July 1st to June 30th inclusive.

B. Probationary employees do not earn vacation time until the probation period ls completed and he/she is recommended for regular employment, in which case Paragraph A.1 of this article shall apply.

C. Vacations shall be scheduled for the convenience of employees on a first come- first serve basis. If more than one employee request is received on the same day for the same vacation period, then the vacation shall be granted by seniority.

D. Custodial/Maintenance personnel (dual title) shall have the opportunity to carryover and sell back five (5) vacation days per year. Notification must be made to the Board by April 30th

E. No employee shall be able to take vacation time during the last two weeks of June or August for the efficient operations of the District. Employees shall take vacations outside of these blackout periods subject to the

approval of the District. The Board has the right to consider a "shutdown" period in which all employees must take their vacation time. Only skeleton staff will be needed during this "shutdown" period. The essential personnel shall be determined by District officials, including building principals. The staff will be notified of a shutdown" scenario by May 1st.

F. In the event an employee has resigned or Is terminated for cause prior to June 1st of any year, the employee shall not be entitled to any accrued vacation benefit. In the event the employee resigns or is terminated for cause after June 1st of the vacation year, said employee shall be entitled to whatever vacation benefit he/she has earned.

## ARTICLE XVIII
## JURY DUTY

If an employee (after six (6) months of continuous employment) actually loses work because he/she is required to serve on any Jury, he will be reimbursed for any applicable straight time lost (not to exceed eight (8) hours in any one work day) less the jury duty fee received by him with respect to such lost days as evidenced by a certificate from the clerk of the court. The employee shall Immediately notify the Board when he receives a notice of jury duty.

## ARTICLE XIX
## CLOTHING ALLOTMENT

A. The Board shall furnish each custodian three (3) shirts and three (3) pants each school year. The Board shall furnish each maintenance man three (3) shirts and three (3) pants each school year. The Board shall furnish each female custodian three (3) uniforms each school year

1. The care and upkeep of the clothing furnished shall be the responsibility of the employees.

2. Each employee must wear the clothing supplied and be presentable and clean in appearance.

B. The Board shall furnish each employee with one (1) pair of work shoes each school year. The allowance for said shoes shall be $150.00 per year per employee. Work shoes shall be OSHA approved with steel toe boots.

C. The Board shall furnish winter jackets according to selection by the membership in a one-color style compatible with regular uniforms. The cost is not to exceed $32.50 per jacket with a 5-year limit on usage. Replacement would not be earlier than 5 years - effective October 1, 1981.

D. Should an employee resign before the termination of the contract year, the clothing and shoes issued for the year will be turned In or the Board reimbursed for it cost by cash or payroll deduction.

E. The Board shall furnish Involved personnel with foul weather gear for snow removal and foul weather work. Each person is accountable for the issue or its cost. Replacement will be made upon the return of worn out items. Lost items are the responsibility of the employee, to be reported and paid for promptly. Upon termination of employment, the gear is to be turned In or the Board reimbursed for its cost by cash or payroll deduction.

F. Emergency replacement to be available if justified after review by Supervisor and Business Administrator.

G. The overall allotment for clothing, not including shoes, shall be $350.00 per year per employee.

## ARTICLE XX
## TOOL ALLOWANCE

A. The Board shall furnish Maintenance Men with a tool pouch and appropriate small hand tools. Each person is accountable for the issue or its cost. Replacement will be made upon the return of broken or worn out Items. Lost items are the responsibility of the employee, to be reported and paid for promptly. Upon termination of employment, the pouch and tools are to be turned In or the Board reimbursed for the cost by cash or payroll deduction.

## ARTICLE XXI
## HEALTH AND DENTAL/OPTICAL INSURANCE BENEFITS
## DISABILITY ANO PRESCRIPTION BENEFITS

A. The Board shall provide NJ State Health Benefits Program - basic coverage by Blue Cross & Blue Shield with Rider J extended benefits; major medical coverage underwritten by Prudential Insurance. The cost of said healthcare being borne by the Board less a member contribution equivalent to the tier-four level of contributions required under P.L. 2011, c.78 .

1. The employee acknowledges that he/she is obligated to inform the Board within thirty (30) days whenever any change occurs in his/her, or his/her dependents' status as it relates to this coverage, and failure to so inform the Board may result in Board refusal to continue any coverage for the employee.

## ARTICLE XXII
## CONFERENCE COMMITTEE

A. A committee of administrators and the Union's negotiating committee shall meet monthly, if either party requests it, for the purpose of investigating, discussing, and recommending possible solutions and/or procedures toward resolving those concerns of employee and administration as affects the smooth functioning of the Department of Operations and Maintenance.

1. The committee shall have no authority to develop rules or regulations or determine terms and conditions of employment.

   These, and other managerial and department operational functions, shall remain the sole prerogative of the Board and administration as determined by law, accepted practice, and the terms of this contract.

2. The committee may not consider, in their sessions, the following matters:

   a) Individual matter which are, or may be, the subject of a grievance

   b) Any matters which are bargainable Issues between the Board and the Union

B. Each party shall submit to the other, at least three (3) school days prior to the meeting, an agenda covering matters they wish to discuss.

## ARTICLE XXIII
## DISCIPLINARY PROCEDURE

A. All disciplinary actions shall be applied in a fair manner and shall be consistency with the infraction for which the disciplinary action is being applied.

B. Disciplinary actions shall, depending on the nature of the Infraction, normally Include:

   a. A verbal warning

   b. A written warning

   c. Suspension without pay

   d. Discharge

   and shall follow this order.

C. All disciplinary actions may be appealed through the established grievance procedure.

D. All suspensions and discharges must be for Just cause and must be stated in writing with reason given and a copy given the employee within one (1) working day of suspension or discharge.

E. Write-ups will be for:

   a. Insubordination. This would Include the refusal to follow through on any duty or assignment received from:

      a. Director of Building and Grounds

      b. School Supervisor/Administrator

      c. Business Administrator/Superintendent of Schools

School:

   b. Cleaning area found in an unsatisfactory condition; A checklist will be utilized to review the condition of the cleaning area. This checklist will be used by the custodial/maintenance staff person during his/her assignment and used again by the Head Custodian/Maintenance Staff Person, Director of Buildings & Grounds and/or School Principal as a review of that area.

c. Unauthorized breaks

d. Unauthorized absences

e. Unacceptable actions which shall be any act or failure to act which, in the opinion of the School Principal, Business Administrator and/or Superintendent of Schools, constitutes fraud or dishonesty, or which jeopardizes or adversely affects the proper operation of the school or the safety, health or welfare of the students, faculty or staff.

**F. Resignation, Non-renewal and Termination**

a. When an Employee voluntarily terminates employment, said Employee shall provide the Board in writing with at least fourteen (14) days' notice of the termination day.

b. If an Employee is brought up on charges, no discharge of said Employee will be put into effect without a formal hearing by the Superintendent and/or his/her representative and the Employee's Union Representative. This provision does not apply to situations requiring Immediate action because of the nature of the often e. The Union shall have the right to appeal the Superintendent's decision pursuant to the provisions of the grievance procedure.

c. Any Employee who has his/her contract non-renewed at the end of its annual term will have the recourse of the Grievance procedure Including arbitration.

d. If the Board terminates any employee during the work year for just cause, fourteen (14) days' notice will be provided to the employee.

## ARTICLE XXIV
## MISCELLANEOUS

A. The Board shall reimburse for private vehicle mileage at the rate applicable to all Palisades Park School District employees.

   1. Such reimbursement applies only to authorized travel on school business matters.

   2. The Palisades Park School District has an appropriate motor vehicle for maintenance and custodial use. Under normal circumstances this vehicle will be available for transportation of personnel and equipment/supplies/materials. Under special or emergency situations however, it Is to be reasonably understood that it will be necessary for custodial/maintenance personnel to use their own vehicles for personal transportation.

B. The Maintenance Supervisor and Head Custodian shall have the right to do any work as they have heretofore.

C. The Board may, at any time at Its option, install time clocks and require employees to punch In and out on the same.

## ARTICLE XXV
## WAGES

Effective July 1, 2020 – 2% or $1,200 whichever is greater

Effective July 1, 2021 – 2% or $1,200 whichever is greater

Effective July 1, 2022 – 2% or $1,200 whichever is greater

Effective July 1, 2023 – 2% or $1,200 whichever is greater

Effective July 1, 2024 – 2% or $1,200 whichever is greater

The salary increases which are set-forth above are intended only to cover the specific years set forth above. In the event the new collective barging agreement expires before a new one is reached; the 2% increase shall not be subject to the dynamic status quo doctrine.

Longevity

5 years- $300

10 years- $400

15 years and over- maximum of $500 per year

July 1 to June 30 represents the school contract year for all purposes except longevity which has a December 1st cut-off date.

Differential

3:30pm-12midnight work- Flat $550 annual 10:30pm-7am- Flat $1000 annual

$200 Black seal differential for personnel hired prior to 7/1/1981

## ARTICLE XXV
## DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 2020 and shall continue in full force and effect through June 30, 2025, as it pertains to all the foregoing Articles.

WITNESSED

PALISADES PARK BOARD OF EDUCATION

Diane Montemurro, Board Secretary

Stephanie Jang, President

TEAMSTERS LOCAL 97

John Gerow, President

Patrick Guaschino, Vice-President