

**AGREEMENT BETWEEN THE
AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES**

**CUSTODIANS, MAINTENANCE AND GROUNDSMEN
LOCAL #2294**

AFFILIATED WITH AFSCME NEW JERSEY COUNCIL 63

and

**SPARTA TOWNSHIP BOARD OF EDUCATION
FOR THE YEARS
2024-2027**

This Agreement is made and entered into as of this 1st day of July, 2024, between The Sparta Board of Education in the County of Sussex, hereinafter referred to as the "Board" And, Local #2294, affiliated with AFSCME New Jersey Council 63 of the American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union."

PREAMBLE

WHEREAS, the Board and its designated representatives have met with the representatives of the Union, and fully considered and discussed with them as representatives of the custodial, groundsmen, and maintenance staff employees in the bargaining unit, salary schedules, working conditions, personnel policies and other conditions of employment, in accordance with the provisions of Chapter 303, Laws of the State of New Jersey 1968; they do agree as follows:

ARTICLE I **Recognition**

- 1.1 The Board recognizes the Union as the sole and exclusive bargaining agent for the purposes of collective negotiations concerning the terms and conditions of employment for all custodial, groundsmen, and maintenance personnel employed on a full-time or permanent part-time basis by the Board including:

Custodians
Groundsmen
Head Custodians
Maintenance Men
Grounds Foreman
Night Lead Custodian

But excluding:

Supervisory and executive personnel, office, clerical, and certificated personnel, such as, but not limited to: business administrator, principals, vice principals, administrator, teachers, nurses, librarians, specialized educational personnel, aides, part-time or full-time summer personnel drawn from the certificated educational staff.

- 1.2 The Union shall furnish the Board with a list of its officers, executive committee members, and stewards, and shall as soon as possible notify the Board in writing of any changes therein. Such notification shall be sent to the Superintendent. No officer, executive committee member, or steward shall be recognized by the Board until such written notification of his appointment shall be received by the Board from a duly authorized officer of the Union.

ARTICLE II

Board Prerogatives

- 2.1 It is recognized that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Township of Sparta in all its aspects, including, but not limited to the following: to maintain public, elementary and secondary schools and such other educational activities as in its judgment will best serve the interests of the Township of Sparta; to decide the need for school facilities; to determine the type of work to be performed, to assign all work to employees, and to contract for the performance of any work, with or without bid, and with outside independent contractors; to determine shift schedules and hours of work; to decide the methods, procedures and means of conducting the work; to select, hire, and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board of Education, provided such rules and regulations are made known in a reasonable manner to the employees affected by them; to discharge or otherwise discipline any employees for just cause; to promote, transfer and lay-off employees; to prepare and submit budgets to the voters and to allocate monies appropriated by the township for the maintenance of the schools, and to make such transfers of funds within the appropriate budget as it shall deem desirable. These rights, responsibilities and prerogatives are not subject to delegation in whole or in part, or limited in anyway except as may be specifically limited by the terms of this Agreement.

ARTICLE III

Grievance Procedure

Definitions:

- 3.1 The term "grievance" means a complaint by any employee that, as to him, there has been a violation of the interpretation, or application of the agreement. The term "grievance" and the procedure relative thereto, shall not be deemed applicable in the following instances:
- a. The failure or refusal of the Board to renew a contract of a non-tenure employee.
 - b. In matters where a method of review is prescribed by law, or by any rule, regulation, or bylaws of the State Commissioner of Education of the State Board of Education.
 - c. In matters where the Board is without authority to act.
 - d. In matters involving the sole and unlimited discretion of the Board, as outlined in Article 2.1.

- e. In matters where the discretion of the Board may not be unlimited but where, after the exercise of such discretion of further review of the Board's action is available to employees under the provisions of State law.]
- 3.2 The term "employee" shall mean any full-time regularly employed individual receiving compensation from the Board including those so designated under "Recognition."
- 3.3 The term "representative" shall include any organization, agency or person authorized or designated by any employee or any group of employees, or by public employees association, or by the Board to act on its or their behalf and to represent it or them.
- 3.4 The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.
- 3.5 Grievance Procedure: Grievances must be processed in the following manner:
- a. An aggrieved employee shall institute action under the provision hereof within five (5) working days of the occurrence complained of, or within five (5) working days after he would reasonably be expected to know of its occurrence. Failure to act within said five (5) day period, shall be deemed to constitute an abandonment of the grievance.
 - b. An employee processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal.
 - c. 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.
 - d. An employee shall first discuss his grievance orally with his immediate superior (department head, supervisor, or principal). A decision shall be rendered within five (5) working days of said hearing.
 - e. If the grievance is not resolved to the employee's satisfaction, within five (5) working days from the determination referred to in Paragraph (d) above, the employee shall submit his grievance to the Superintendent of Schools in writing, specifying:
 - 1) The nature of the grievance;
 - 2) The Articles of the contract considered violated;
 - 3) The results of the previous discussion; and
 - 4) The basis of his dissatisfaction with the determination.

- f. A copy of the writing called for in Paragraph (e) above, shall be furnished to the school principal and to the immediate superior of the aggrieved employee.
- g. Within ten (10) working days from the receipt of the written grievance, the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.
- h. Within ten (10) working days of said hearing, the Superintendent shall, in writing, advise the employee and his representative, if there be one, of his determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.
- i. In the event of the failure of the Superintendent to act in accordance with the provisions of Paragraphs (g) and (h), or in the event a determination by him in accordance with the provisions thereof, is deemed unsatisfactory by either party - the dissatisfied party, within ten (10) working days of the failure of the Superintendent to act or within ten (10) working days of the determination by him, may appeal to the Board of Education.
- j. Where an appeal is taken to the Board, there shall be submitted by the grievant:
 - 1) The writing set forth in Paragraphs (e) and (h); and
 - 2) A further statement in writing setting forth the grievant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent, the school principal, and to the immediate superior of the aggrieved employee.
- k. If the grievant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board may, on its own, conduct a hearing, or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof, shall be served upon all the other parties who shall have the right to reply thereto. Where the grievant requests in writing, a hearing before the Board, a hearing shall be held.
- l. The Board shall make a determination within thirty (30) working days from the receipt of the grievance and shall in writing notify the employee, his representative if there be one, the principal, and the Superintendent of its determination. This time period may be extended by mutual agreement of the parties.
- m. In the event a grievance should be filed by any employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal, he shall discuss his grievance initially with the Superintendent of its determination may appeal to the Board in accordance with the provisions herein set forth.

- n. In the event a grievance is not processed in accordance or within the time specified it will be considered settled on the basis of the answer given at that step.
- o. In the event a grievance is not answered in the time limits specified it may be submitted to the next step of the procedure.

3.6 Final and Binding Arbitration:

- a. In the event the grievance is not resolved by the written reply from the Board of Education, then the Union, but not the aggrieved employee, shall have the right to proceed to final and binding arbitration within thirty (30) calendar days of the receipt of the above decision of the Board of Education or designee, files with the New Jersey Public Employment Relations Commission, a notice of intention to arbitrate the unresolved grievance. In the event that the condition is not fulfilled, the right to arbitrate shall be deemed waived.
- b. Hearings will be held at the mutually convenient date and time as agreed by the employer and the Union. Parties may present witnesses including the aggrieved employee, to give testimony, only evidential material presented and direct testimony given at the hearing shall be considered. An aggrieved employee and a Union representative shall be allowed time off from regularly scheduled hours of work, but not to exceed a total of two (2) hours, without loss of pay to investigate an already formalized grievance. Allowance for time off must be obtained by express approval of the employee's immediate supervisor which approval shall not be unreasonably denied. A grievance filed as a result of a suspension or termination may be initiated at the third step of the Grievance Procedure.
- c. The parties agree to utilize the arbitration procedure established by the New Jersey Public Employment Relations Commission.
- d. The employer and the Union shall cooperate to facilitate the arbitration hearing. The power of the arbitrator shall be limited until deciding upon the interpretation and application of the terms of this agreement. The arbitrator shall not have power to add to, subtract from, or otherwise modify the provisions of the agreement. The decision of the arbitrator shall be final and binding upon the parties. The parties shall each pay one half ($\frac{1}{2}$) of the bill submitted by the arbitrator.

ARTICLE IV

Union Rights

- 4.1 The Board agrees that upon submission of a dues checkoff card for payroll deduction of his Union membership dues, proper deduction will be made each month from the

employee's salary and forwarded to the Union monthly. Dues deduction shall continue for the duration of this agreement or any extensions thereof.

- 4.2 The dues as deducted and forwarded monthly to the Union shall be accompanied by a list of the names of all employees from whose wages such dues deductions have been made.
- 4.3 The duly authorized financial office of the Union shall certify to the Board the amount to be deducted monthly from the wages of such employees. If the amount so certified is to be changed, the amount to be deducted from the wages of an employee who has authorized deductions shall not be increased or decreased until thirty (30) working days after written notice of such change has been received by the Superintendent from the duly authorized financial officer of the Union.
- 4.4 Bulletin board space shall be reserved at an accessible place to Union employees only in each school for use of the Union for the posting of official Union notices or announcements. All notices for posting are to be approved by the Superintendent or his representative prior to posting. Copies bearing the written approval of the Superintendent shall be kept in the Union files, posted copies will only include the signatures of the Union officials.
- 4.5 The Board agrees that there will be no lockout during the life of this agreement. Union acknowledges that the employees of the employer or Board, which it represents, are not entitled to strike, slow-down, stoppage of work, or mass sick call, or to impose sanctions, or to take any other collective action to disable the employer in the discharge of its statutory and governmental duties and Union agrees that such action would constitute a material breach of this agreement. Nothing contained in this agreement shall be construed to limit or restrict the employer 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. It is further agreed the participation in any such illegal activity by an employee represented by the Union shall constitute sufficient ground for termination of the employment of such employee or employees.
- 4.6 The Union agrees that it will indemnify and save the Board harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action taken by the Board in accordance with the terms of this Article or in reliance upon the authorization described herein.

ARTICLE V

Seniority

- 5.1 The Board shall prepare a list of employees showing their seniority in length of service with the Board and deliver the same to the Union on January first of each year. Upon completion of their probationary period, new employees shall be added to this list.

- 5.2 An employee shall be considered a probationary employee for the first ninety (90) calendar days of his employment and thereafter his seniority in length of service shall be from his last date of hire. In the case of probationary employees, there shall be no responsibility upon the Board for continuous employment nor for reemployment if laid off before the completion of their probationary period, but all other provisions of this agreement shall apply. During such probationary period, layoff, or discharge shall be left to the discretion of the Board.
- 5.3 In the event of an indefinite layoff for lack of work, employees within a particular job classification shall be laid off in accordance with their seniority (length of continuous service with the Board since their last day of hire).
- 5.4 Laid off full-time employees within classifications, with the most seniority shall be rehired in the reverse order of section 5.3 of this Article.
- 5.5 An employee shall lose his seniority rights under any of the following circumstances:
- a. If he resigns.
 - b. If he is discharged for just cause.
 - c. If he has been laid off for lack of work and such lay off continues for more than two (2) years.
 - d. If after lay off he fails to report to work within ten (10) days after due notice by the Board to the employee's last known address to return to work provided the employee make known his desire to return within five (5) days of notification.
- 5.6 All vacancies and new positions that may exist shall be posted for a period of three (3) working days, on bulletin boards to be provided for such purpose, prior to any action taken by the Board to fill such vacancies or new positions. Employees wishing to be considered for assignment to such vacancies or new position, or to such additional vacancies as may be created from filling the initiating vacancies or new positions, may submit their request to their immediate supervisor and buildings and grounds supervisor. Further postings resulting from such vacancies will not be required.
- a. Employees who have responded to a posting for a vacancy, promotion or new position and who have submitted a request for consideration to fill said vacancy, shall receive an interview and consideration for the position. The selection of an employee to fill vacancies by promotion or transfer may be made on the basis of the demonstrated ability of the employees to perform the work required on an immediate basis. Whenever the demonstrated ability of two or more current employees is relatively equal, seniority shall govern.

- b. Employees so promoted shall be compensated at an appropriate step of the salary guide for the new position which shall establish a rate of pay closest to but no less than the rate of pay of the present position. The anniversary date of the employee shall change to conform with the date of promotion.
- 5.7 Nothing herein shall preclude the Board from filling emergency or temporary positions with any employee in the bargaining unit whom it finds qualified, provided such temporary assignment shall not be made on an arbitrary basis and shall not normally exceed ninety (90) working days.
- 5.8 Shift preference shall be granted on the basis of seniority within the classification as openings occur. Before vacancies are filled, employees in the classification may be given shift preference as provided in this section provided nothing shall preclude the Board's right to assign shifts to employees in accordance with the best interest of the school district.

ARTICLE VI

Wages and Hours

- 6.1 The regular hours of employment for the custodial, groundsmen, and maintenance departments shall be forty (40) hours per week consisting of five (5) working days, Monday through Saturday, inclusive, of eight (8) hours each day.

The regular hours of work for each school year (September through August) shall be established by and between the buildings and grounds supervisor, building principal and head custodian for each school building in the month of September. Schedules shall be established for regular school days, normal school holidays, or vacation periods and other regular schedules as appropriate.

- 6.2 Overtime rates will be paid when authorized on the following basis:
- a. All time worked in excess of eight (8) hours in one day at time and one-half pay.
 - b. All time worked in excess of forty (40) hours in one week for which overtime has not already been earned at time and one-half pay. Overtime rates at double time will be paid for hours worked on Sundays.
 - c. In addition to holiday pay as set forth in Article VII, time and one-half for holidays as defined in Article VII.
 - d. Call-in time and pay for emergency duty in addition to or in broken sequence of the regular shift schedule shall be paid for a minimum of four (4) hours at the rate of time and one-half pay. Sunday and holiday call-in pay will be in accordance with the overtime rates previously stated in (b) and (c) of this section for the minimum of four (4) hours. In the event of an emergency (inclement weather or when Administration has otherwise deemed roads to be unsafe), those employees who are

required to report for work shall receive one and one-half times their salary in accordance with Article VI, Paragraph 6.2 (d).

- e. Overtime paid pursuant to (b) and (c) of this section will be based on the employee's regular hourly rate, inclusive of longevity if applicable.

- 6.3 Full-time employees shall be given preference on all overtime assignments.
- 6.4 The Board agrees to attempt to equalize overtime wherever practicable within classifications and grade on a shift at each school among the employees at that school. The Union shall be given a list of all overtime hours worked by each employee semi-annually.
- 6.5 Salaries and classifications shall be set forth on Schedule "A" attached hereto and hereby made a part of this agreement. The minimum salary for the following positions shall be:

Per Hour Rate

Custodians	\$18.00
Head Custodians	\$25.17
Maintenance	\$25.38

- 6.6 When an employee is placed temporarily in a position of higher responsibility or higher pay rate due to vacation or extended illness for a period in excess of five (5) working days, the employee will be paid the rate of seventy-five dollars (\$75.00) per day for each day worked in the position of higher responsibility, retroactive to the first day of being assigned to such position.
- 6.7 To be eligible for a salary increase, an employee shall be employed as of December 31st of the preceding year.

ARTICLE VII

Holidays

- 7.1 The following holidays shall be observed as days off with full pay: New Year's Day, Martin Luther King Day or an agreeable alternate, Good Friday, Memorial Day, Independence Day, Labor Day, Thursday of N.J.E.A. Convention, Friday of N.J.E.A. Convention, Thanksgiving Day, day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, employee's birthday or agreeable alternate, which must be used thirty (30) days before or thirty (30) days after the employee's birthday.

The observance of holidays is subject to the school calendar and in the event a holiday occurs when school is in session, the employee shall be granted a day off at a time agreeable to the employee and his supervisor.

In the event a holiday falls on a weekend, the employee shall be granted a day off between Christmas Eve Day and New Year's Day on the day closest to the holiday as possible, unless otherwise agreed to by the employee.

- 7.2 When a holiday occurs during an employee's vacation, said holiday shall not be charged against the employee's earned vacation time.

ARTICLE VIII

Vacations

- 8.1 All employees covered by this agreement shall earn vacation leave determined from the most recent date of hire or rehire and at the current base rate of pay as follows:
- a. After the completion of the first year of service as of June 30th – 1 day for each month of full service, up to a maximum of 10 days;
 - b. After the completion of 2 full years of service – 11 days;
 - c. After the completion of 5 full years of service – 16 days;
 - d. After the completion of 10 full years of service – 18 days;
 - e. After the completion of 15 full years of service – 21 days;
 - f. After the completion of 20 full years of service – 25 days.
- 8.2 For the purpose of this Article, length of service is defined as length of continuous service with the Board since the last date of hire or rehire.
- 8.3 Vacations may be taken any time during the year subject to approval of vacation schedules by the employee's supervisor. Vacation requests during the last two weeks of school, during the first week of school and the week preceding the commencement of the year will be approved at the sole discretion of the Buildings and Grounds Supervisor. Vacation leave earned through June 30th must be taken during the next year, July 1st - June 30th.
- 8.4 An employee may accumulate up to a maximum of ten (10) unused vacation days to be carried over for use in the next contract year after the days have been earned. Unused carry-over days will be lost.

ARTICLE IX
Leave Provisions

SICK LEAVE

- 9.1A Each employee shall receive leave of absence with full pay for sickness at the rate of twelve (12) days a year and twelve (12) days annually are cumulative. Accumulated sick leave will be determined on the basis of the employee's service with the Board since the most recent date of hire or rehire. Such days shall be accumulated on the basis of one (1) day for each full month of service up to a maximum of twelve (12) days per year.
- 9.1B Upon the retirement from the Sparta School District, the Board of Education will review the attendance record of the retiring individual and provide him/her with a lump sum payment for unused sick leave at a rate of \$35.00 per day after the first twenty-five (25) days are deducted. Total amount to be compensated shall be capped at \$15,000.00. The lump sum compensation shall not be considered a part of the contract salary for retirement purposes. Notice of retirement must be provided by the individual at least three (3) months prior to its effective date.
- 9.2 Sick leave credits will not accumulate while the employee is absent from work on leave of absence without pay.
- 9.3 Sick days may be used for any qualifying reason as provided in law and Board policy (*N.J.S.A.* 18A:30-1 and Policy #1642.01).
- 9.4 It shall be the responsibility of the employee to notify his supervisor in advance of such absence if possible, and if the absence exceeds five (5) working days, to provide a doctor's certificate verifying the need for absence.
- a. No employee who has been absent on sick leave for more than one (1) calendar week shall be permitted to return to work unless he provides a doctor's certificate testifying that the employee is capable of performing his duties.
 - b. The Superintendent may request an acceptable medical certificate from any employee for any leave of any duration if absence from duty occurs frequently or habitually.
 - c. When required to provide a certificate, the employee shall have the option of providing a certificate from a doctor of his own choosing.
- 9.5 Whenever an employee shall be absent from work as a result of a personal injury caused by an accident that occurred while he was engaged in the performance of his duties, such absence shall not be charged to sick leave. During said period, such an employee shall be paid wages which together with weekly Workman's Compensation checks do not exceed his regular weekly wage. If an employee is absent for this cause beyond one (1) calendar year, he shall be paid wages, which together with weekly Workman's Compensation

checks, do not exceed his regular weekly wage, to the extent of his accumulated sick leave. Thereafter, the employee shall receive only Workman's Compensation Insurance.

- 9.6 Any employee who is on leave of absence without pay shall not be paid for sick leave for any reason or holiday pay for any holiday occurring during the period of such leave and shall not be credited with time for the purpose of accruing sick leave, vacation time, or longevity pay.
- 9.7 The per diem rate shall be calculated by dividing the annual salary by two hundred sixty (260) days.

SICK LEAVE BANK

- 9.9 Employees shall have the right to donate sick time to other employees in their AFSCME Local 2294 bargaining unit who have exhausted their sick time. An employee will be eligible to receive donated sick days only after the employee has exhausted his current and accumulated sick time. No employee is obligated to participate in this program. No individual shall be eligible to use more than one hundred fifty (150) days of donated sick time in any five (5) year period. Bank will be capped at 150 days, with the exception that new employees may donate above cap to become eligible. Employees must exhaust all benefit time before use time from bank. Employees are limited to donating no more than three (3) sick days per school year. To be eligible to participate, an employee must contribute one (1) day per school year, provided that the cap has not been exceeded.

FUNERAL LEAVE

- 9.10 Absence due to a death in the employee's immediate family or household shall be allowed with pay for the required period not to exceed five (5) consecutive work days within a seven (7) calendar day period from the date of death, unless otherwise permitted by the Superintendent. Immediate family for purpose of this clause is defined as parents, grandparents, spouse, brother, sister, child, stepchild, mother-in-law, father-in-law, grandchild and also any relation who is domiciled in the employee's house. One (1) day special leave with full pay shall be granted for death of an employee's son-in-law, daughter-in-law, brother-in-law, and sister-in-law.

JURY DUTY

- 9.11 An employee who is required to be absent from work in order to report for jury duty on a regularly scheduled work day will receive pay for those hours for which he is absent from work for this reason at his regular base hourly rate less fee paid with respect to such jury duty.

This provision shall not apply in case of jury duty on any day during which an employee is not scheduled to work, nor on holidays, vacation periods, or authorized leaves of

absences, nor shall such provision apply to employees who have volunteered for jury duty.

PERSONAL LEAVE POLICY

- 9.12 Each year, the Board of Education will grant two (2) days for compelling personal reason with full pay pending approval of the Superintendent upon application thereof. Unused personal leave shall be converted to sick days and added to the employee's accumulated sick days. Necessary personal day is construed to mean that such business is essential and will require the presence of the employee on a day when school is in session. Personal days shall not be used to solely extend a weekend, holiday or vacation.

Since the application requires approval by the Superintendent, it is incumbent upon the requester to make known sufficient details of the need for the "necessary personal day" except in those rare circumstances where the nature of the details is such that privacy must be maintained. In the latter, case, a written statement that the business is personal and is of an "emergency" nature in the context of this policy should be submitted to the Superintendent.

Should the request be denied approval by the Superintendent, a written reason will be returned to the requester.

UNION LEAVE POLICY

- 9.13 The President of the Union Local or the member designated by the Union to attend any meeting or educational conference of the Union or other body to which it is affiliated, shall be granted the necessary time off without loss of pay, provided the notification is given to the employer in writing by the Union at least two (2) weeks in advance, and also provided that such requests are not in excess of five (5) working days per year.

ARTICLE X

Insurance Protection

- 10.1 The Board of Education shall provide the following insurance coverage pursuant to Public Law 2011, Chapter 78.

All Employees with a start date of July 1, 2012 or later must work more than thirty (30) hours per week based on regular work schedule without overtime hours or additional or occasional hours, to qualify for health, prescription, and dental benefits.

- 10.1.1 All unit members who qualify under the provisions of the plan shall receive a health plan, a prescription plan, and a dental plan. Unit members are eligible for single, husband/wife, parent/child, or family coverage as appropriate.

- 10.1.2 All eligible participants shall receive a health plan through POS Design 8. Traditional coverage shall not be available. The Board may offer additional health plan options on a voluntary basis.
- 10.1.3 The Board shall provide a prescription plan with a \$10.00 generic co-pay, \$20 brand co-pay and 1X co-pay for 90 day mail order supply or the same prescription co-pay in the Sparta Educational Association's collective negotiations agreement, if the amount of the prescription co-pay is different.
- 10.1.4 Employees beginning employment on or after July 1, 2020 shall be enrolled in the New Jersey Educators' Health Plan ("EHP") or District Equivalent. Coverage and contribution levels for employees on the EHP or for other plans established pursuant to P.L. 2020, c. 44 shall be as set forth in the law. The Board will offer the EHP or other such plans provided State law continues to require it to do so.
- 10.2 Employees who are eligible for health, prescription, and/or dental insurance coverage may waive insurance coverage (health & prescription, and/or dental) as follows: In the event an employee who is eligible for coverage elects to waive insurance coverage (exclusive of dental and prescription) under this Article, he/she shall be entitled to receive payment of twenty-five percent (25%) of the Board's net premium cost (which shall be defined as the amount of the premium less the employee's contribution) or \$5,000.00, whichever is less, regardless of which coverage the employee had previously received, payable two (2) times a year, from the Board of Education after coverage has been waived for the preceding six (6) months. In June of each school year for the following school year, the opt out for employees electing to waive insurance coverage may include prescription and/or dental pursuant to the carrier's rules; and the employee shall be entitled to receive payment of twenty-five percent (25%) of the Board's net premium cost (which shall be defined as the amount of the premium less the employee's contribution) or \$5,000.00, whichever is less, payable two (2) times a year, from the Board of Education after coverage has been waived for the preceding six (6) months. Nothing contained herein shall prevent an employee from rescinding his/her waiver should there be a major change in his/her life which would warrant the need for insurance coverage, subject to the requirements of the carrier; however, the employee shall not be entitled to payment unless coverage has been waived for the preceding six (6) months. Unless otherwise prohibited by law, a section 125 plan shall be created which would enable payment for waiver of coverage without subjecting other employees to taxation of insurance benefits.
- 10.3 All employees will be eligible to participate in the district's voluntary Flexible Spending Account Plan. During open enrollment periods, employees may contribute to a flexible spending account, made available by the Board, which may be used for dependent care expenses.
- 10.4 In the event that the Sparta Education Association and the Board agree to revise the insurance protection offered to members of the Sparta Education Association and the Insurance Protection is inconsistent with the provisions of Article X of this

Agreement, the provisions of the Sparta Education Association shall govern to the extent that it is inconsistent with any provision in this Article.

- 10.5 In the event that a sufficient number of employees elects coverage in the EHP (or equivalent), such that the cost to the District of providing health insurance coverage under the EHP is greater than the cost of providing such coverage under the prior plans prior to the implementation of the EHP, the Union agrees that the Board of Education has the option to convert the insurance plan provided by the district to the School Employees Health Benefits Plan (SEHBP), and shall accept the (SEHBP) insurance plan coverage without engaging in further negotiations.

ARTICLE XI

Safety and Health

- 11.1 A joint safety committee shall be formed by the Board and the Union and said committee shall meet annually to review and recommend safety and health conditions in all departments.
- 11.2 The Board will provide five (5) uniforms and one (1) winter jacket or rain jacket, at the employee's option, annually for all maintenance/custodial personnel. Safety shoes are provided for maintenance personnel only. Maintenance personnel will be responsible to purchase safety shoes and deliver receipt for reimbursement up to one hundred dollars annually. Custodial personnel shall also be entitled to safety shoes in accordance with the provisions of section 11.2. Employee name and size for shirts and pants shall be provided no later than May 30 for delivery by the start of the school year. Uniforms must be worn by all employees while on duty. Boot allowance shall be \$200.00. To receive the boot allowance, the employee shall submit the required documentation no later than April 1st.
- 11.3 The Board shall furnish safety helmets, safety glasses, to any employee working in hazardous locations and on hazardous equipment.

ARTICLE XII

Disciplinary Procedure

- 12.1 All disciplinary actions shall be for just cause and the discipline applied shall be consistent with the seriousness of the infraction for which the disciplinary action is being taken.
- 12.2 Disciplinary actions shall, depending on the nature and seriousness of the infraction, normally include:
- a. a verbal warning
 - b. a written warning

c. suspension without pay

d. discharge

and shall follow this order. Nothing herein, however, shall preclude the immediate application of any level of discipline including discharge.

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

12.4 All suspensions and discharges must be for just cause and must be stated in writing with reason given and a copy given to the employee and the Union Head Steward within two (2) working days of suspension or discharge. Notice to the Union shall be considered as notice to the employee.

ARTICLE XIII

Rules and Regulations

13.1 It is understood and agreed that the provisions of the Rules and Regulations of the Board now in effect shall be binding on the parties hereto, except to the extent that any specific provision thereof may be superseded by a specific provision or provisions of this agreement, in which event this agreement shall control.

13.2 The Board may, during the life of this agreement, continue to make unilateral amendments, additions, subtractions, or modifications to the Rules and Regulations provided; however, that no such amendments, additions, subtractions, or modifications shall override or contradict and specific provisions of this agreement or reduce the benefits provided herein without prior negotiation.

ARTICLE XIV

Savings Clause

14.1 Should any article, section, or portion thereof, of this agreement be held unlawful and unenforceable by any court or competent jurisdiction, such decision of the court shall apply only to the specific article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate concerning a substitute for the invalidated article, section, or portion thereof.

ARTICLE XV
Miscellaneous

15.1 WAGES AND HOURS

This contract provides for a forty (40) hour per week, work week, consisting of five (5) consecutive working days, Monday through Saturday, eight (8) hours each day. Payment for Saturday for an employee working such a shift will be at the rate of the next highest custodian pay rate, and if at the top of the guide, on the basis of the percentage difference between the first year and second year steps of the salary guide for custodian.

15.2 SUBSTITUTE PERSONNEL:

Substitute personnel may be employed at the discretion of the Board of Education for a period of time not to exceed three (3) continuous months in a singular assignment at a rate of pay established by the Board of Education and non-negotiable. If a long-term substitute is required beyond that time, they will be established as a permanent part-time person, paid at the first step of the salary guide and become eligible for union membership.

15.3 LONGEVITY:

Employees shall be eligible for a longevity payment which shall be added to their annual salary paid. Longevity is calculated on the basis of the following formula for each position classifications:

<u>Custodian/Head Custodian/ Grounds and Maintenance</u>	<u>Amount</u>
5 Years	\$250.00
10 Years	\$500.00
15 Year	\$750.00
20 Years	\$1,000.00
25 Years	\$1,250.00

In the event an employee completes the applicable years of service after July 1st, the applicable longevity amount shall be applied the following July 1st.

Longevity payments are limited to employees beginning service in the District prior to July 1, 2024. Employees hired on or after July 1, 2024 are ineligible to receive longevity.

15.4 FIREMAN'S LICENSE:

- a. All members of the bargaining unit holding an active Fireman's License shall be compensated \$1,500.00 per year payable in equal installments as part of the employee's regular pay schedule. Such licenses shall be displayed in the area designated of the members work assignment.

- b. All newly hired custodial and maintenance employees shall possess a fireman's license or, subject to the approval of the Board, shall obtain their license no later than eighteen (18) months from the date of hire.

15.5 BOILER LICENSE

The Board shall pay the cost of the three (3) year boiler license renewal fee for each eligible employee.

15.6 STIPEND

All Night Lead Persons and Grounds Foreman shall be paid a \$500.00 annual stipend paid one-half on or before December 15th and the other half on or before June 30th of each school year.

15.7 LICENSES

- a. Employee(s) required to maintain an electrician journeyman's license shall have the costs to maintain the journeyman's license reimbursed by the Board.
- b. Employee(s) required to maintain a HVAC license in order to work with refrigerant shall have the costs to maintain the HVAC license reimbursed by the Board.
- c. Employees required to maintain a plumber's license shall have the costs to maintain the plumber's license reimbursed by the Board.

15.8 REIMBURSEMENT

- a. Maintenance employees and head custodians will each be reimbursed twenty dollars (\$20.00) per month towards the cost of their mobile phone used as part of their work for the Board.
- b. The Board will reimburse employees for classes taken towards the attainment of certifications or licenses necessary to perform specialized and regulated work related to their job responsibilities (i.e., HVAC, refrigeration, CEFM, electrical, plumbing). All classes must be preapproved by the Superintendent or designee prior to being eligible for reimbursement. Employees who are reimbursed tuition costs related to obtaining his or her electrical, plumbing, or other similar licenses will, when necessary, utilize said license(s) within the District as part of their regular job responsibilities. After obtaining reimbursement, the employee must continue to work in the District for five (5) years. If the employee voluntarily leaves the District within three (3) years of receiving reimbursement, the employee will reimburse the District 100% of the reimbursement amount received. If the employee voluntarily leaves the District between three (3) and five (5) years after receiving reimbursement, the employee will reimburse the District 50% of the amount received.

15.9 CDL TRAINING PROGRAM

- a. The Board will enroll an interested Union member in a CDL program, which provides instruction in Entry-Level Driver Training, Theory and Behind-the-Wheel training, as required by the State of New Jersey. Enrollment is voluntary.
- b. Training time and completion of the CDL program will be done on non-work time and is unpaid. However, enrollment in the CDL program will not affect any other compensation the employee receives for being a then-current District employee provided the employee continues to perform his or her duties.
- c. Enrollment in the CDL program will be at no charge to the employee and all such costs will be covered by the District, provided the employee remains employed in the District for two (2) years after completion of the training program.
- d. While enrollment in the CDL program will be at no charge, the employee will initially assume a portion of the payment for the program. The amount of \$50.00 per paycheck will be deducted to cover the initial Program costs, up to a total amount of \$2,000. In the event that employee does not subsequently work for the Board throughout the full post-program period, the employee shall reimburse the Board for all pro-rated program costs, up to a total of \$2,000.00, provided the full amount has not already been deducted by the Board. The remainder of the cost, if any, shall be billed in the form of an invoice.
- e. Upon completion of the two-year post-CDL training period, the Board will reimburse the employee the full amount of the Program costs, up to \$2,000, which were paid by employee through the payroll deduction.
- f. While an employee who has obtained his or her CDL license in this manner, or any other Union member who already possesses a CDL and who is appointed to serve as a fill-in, part-time or emergency bus driver, as necessary, will serve as a part-time driver while remaining a member of his/her current Union. The employee will be paid the then-current starting hourly rate for all driver duties performed as set forth in the Agreement with AFSCME Sparta Local #2294 covering District drivers and attendants.
- g. If, after having performed his or her other, non-driving duties, an employee's driving duties results in the employee working in excess of forty (40) hours per week, the employee will receive overtime pay (at time and a half the bus driver rate) for all hours over the overtime threshold that the employee works as a driver.
- h. Upon application and request to obtain a CDL, the employee will sign an agreement with the Board memorializing the terms herein, including the payment, payroll deduction, and reimbursement expectations.

ARTICLE XVII

Duration

The articles of this agreement shall be effective as of the 1st day of July, 2024 and shall remain in full force and effect until the 30th day of June, 2027. The articles and provisions of the agreement shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) days prior to January 1st of the year in which this agreement expires and sixty (60) days prior to January 1st year to year thereafter, if the agreement has been automatically renewed, that it desires to modify the agreement. In the event that such notice is given, negotiations shall begin no later than thirty (30) days thereafter or as mutually agreed upon between the parties; the agreement shall remain in full force and be effective during the period of negotiations.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be signed by their respective Presidents, attested to by their respective Secretaries, and their corporate seals placed thereon, all on the day and year first above written.

BOARD OF EDUCATION OF THE TOWNSHIP OF SPARTA

BY: _____

DATE: 10-17-24

ATTEST: _____

LOCAL #2294, AFFILIATED WITH AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, NEW JERSEY COUNCIL 63

BY: _____

LOCAL PRESIDENT

DATE: 10/14/2024

BY: _____

LOCAL SECRETARY

ATTEST: _____

AGUSTIN SANCHEZ
AFSCME-NJ COUNCIL 63 REPRESENTATIVE