

AGREEMENT BETWEEN
GLOUCESTER CITY BOARD OF EDUCATION
AND
AMERICAN FEDERATION OF STATE, COUNTY AND
MUNICIPAL EMPLOYEES, AFL-CIO

AFSCME NJ
LOCAL 3858
Council 63

JULY 1, 2022, THROUGH JUNE 30, 2025

TABLE OF CONTENTS
AGREEMENT

ARTICLE I	RECOGNITION	1
ARTICLE II	DUES CHECK OFF AND REPRESENTATION	1
ARTICLE III	APPOINTMENT AND TENURE	2
ARTICLE IV	SENIORITY	4
ARTICLE V	GRIEVANCE PROCEDURE	5
ARTICLE VI	HOLIDAYS AND CALENDAR	7
ARTICLE VII	FUNERAL LEAVE	7
ARTICLE VIII	PERSONAL DAYS	8
ARTICLE IX	SICK LEAVE	8
ARTICLE X	VACATION	9
ARTICLE XI	MEDICAL AND OTHER INSURANCE COVERAGE	10
ARTICLE XII	HOURS OF WORK	11
ARTICLE XIII	TELEPHONE SERVICE	12
ARTICLE XIV	WORKERS COMPENSATION	12
ARTICLE XV	ABSENCE	12
ARTICLE XVI	EQUAL TREATMENT	12
ARTICLE XVII	OVERTIME	13
ARTICLE XVIII	UNIFORMS	13
ARTICLE XIX	CALL IN TIME	14
ARTICLE XX	MANAGEMENT RIGHTS	14
ARTICLE XXI	LABOR AND MANAGEMENT MEETING	14
ARTICLE XXII	BULLETIN BOARD	15
ARTICLE XXIII	SAVINGS AND SEPARABILITY	15
ARTICLE XXIV	RATES OF PAY	15
ARTICLE XXV	UNION LEAVE	16
ARTICLE XXV	TERMS OF AGREEMENT	17
AFSCME SALARY SCHEDULES FOR 2022-2023 to 2024-2025 SCHEDULE A		18
AFSCME SENIORITY AND JOB ASSIGNMENT Schedule B		19

AGREEMENT

THIS AGREEMENT made and entered into this July 1, 2022, between the Gloucester City Board of Education (hereinafter called the "Employer") and AFSCME NJ, the American Federation of State, County and Municipal Employees, AFL-CIO Majority Representative, its affiliated Local 3858, (hereinafter referred to as the "Union") covering employees in the designated unit, has as its intent and purpose the promotion of harmonious employee relations between the employer and employees represented by the Union; the establishment of equitable and peaceful procedures for the amicable resolutions of all disputes and grievances and determination of wages, hours of work and other terms and conditions of employment.

The effective date of this agreement shall be July 1, 2022, to June 30, 2025. As the Employer recognizes the Union; it is the responsibility of the Employer to forward all new hire, disciplines/grievances, promotions, etc. to AFSCME NJ Council 63 as the Majority Representative to 1373 Chews Landing Road, Laurel Springs, NJ 08021, and the Local 3858. This will occur simultaneously as the employee is served. The American Federation for State County and Municipal Employees, AFSCME NJ Council 63 reserves the right to begin negotiations a year prior to the expiration date of the current contract.

ARTICLE I – RECOGNITION

The Contract made between the (Gloucester City Board of Education) (hereinafter referred to as the "Employer") and (AFSCME NJ Council 63, American Federation of State County and Municipal Employees, AFL-CIO Majority Representative, and its affiliated Local 3858 , (hereinafter referred to as the "Union") covering employees in the designated following units: custodial, maintenance, grounds & custodial aides, custodian/bus driver, has as its intent and purpose the promotion of harmonious employee relations between the employer and employees represented by the Union, the establishment of equitable and peaceful procedures for the amicable resolutions of all disputes and grievances and determination of wages, hours of work and other terms and conditions of employment. The effective date of this agreement shall be July 1st, 2022, to June 30th, 2025.

As the Employer recognizes the Union, it is the responsibility of the Employer to forward all new hire, disciplines/grievances, promotions, etc. to AFSCME NJ Council 63 as the Majority Representative to 1373 Chews Landing Road, Laurel Springs, New Jersey 08021, or Fax (856) 512-2193, and the Local 3858. This will occur simultaneously as the employee is served. American Federation for State County and Municipal Employees, AFSCME NJ Council 63 reserves the right to begin negotiations a year prior to the expiration date of the current contract.

After January 1, 1994, no probationary and temporary employees commencing work after that date shall be continually employed for more than 6 consecutive months unless that employee is filling the slot of an employee on a leave of absence for sickness or disability.

ARTICLE II - DUES CHECK OFF AND REPRESENTATION FEE

A. Dues deducted by The Gloucester City Board of Education shall be transmitted to the designated Union official of the American Federation of State, County, and Municipal Employees, New Jersey Council 63, AFL-CJO. The Gloucester City Board of Education

agrees to provide to the Union, monthly, a complete up-to-date electronic listing of all employees covered by this Contract. Such listing shall be in the Excel format and include the employee's department, job classification, work location, home address, phone number if made available to the employer by the employee, employment status, membership status and the amount of the dues deducted as it appears on the records of The Gloucester City Board of Education for the purpose of the deduction of dues for titles covered by this agreement, Any member working 40 or fewer, but more than 20 hours per week shall be considered a full-time member, any member working 20 or fewer, but more than 12 hours per week shall be considered a part-time member, and any member working 12 or fewer hours per week shall be considered a lower part-time member The Union shall provide a secure e-mail address for the receipt of the electronic listing and disclose such information only to its officials and representatives whose duties require access.

B. Gloucester City Board of Education agrees to deduct Union dues bi-weekly from each employee, as defined herein, who furnishes a voluntary written authorization for such deduction, on a form acceptable to Gloucester City Board of Education. Employees shall be eligible to withdraw such authorization by providing written notice to Gloucester City Board of Education payroll clerk (or identify the office which would receive the notice) only during the ten (10) days following each anniversary date of their employment Within ten (10) days of receipt of notice from an employee of revocation of authorization for payroll deduction of dues, Gloucester City Board of Education shall provide written notice to the Union of an employee's revocation of such authorization. An employee's notice or revocation of authorization for the payroll deduction of dues shall be effective on the (30th) day after the anniversary date of employment. The amount of monthly Union dues shall be in such an amount as may be certified to the Gloucester City Board of Education from time to time, and at least thirty (30) days prior to the date on which deductions of Union dues are to be made. Deductions of Union dues made pursuant hereto shall be remitted by the Gloucester City Board of Education to the Union every four (4) weeks together with a list of the names of the employees from whose pay such deductions were made.

C. The Board of Education and Association will agree to comply with the Workplace Democracy Act as long as the same remains a valid law.

D. The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Union.

ARTICLE III - APPOINTMENT AND TENURE

A. TENURE:

Any employee covered by this Agreement appointed before July 1, 1992, shall have tenure pursuant to R.S. 18A:17-3, and shall hold his/her office, position or employment under tenure during good behavior and efficiency and shall not be

dismissed or dismissed or suspended or reduced or reduced in compensation, except as the result of the reduction in the manner of jointure in the district as hereinafter provided or except for neglect, misbehavior or other offenses.

B. APPOINTMENTS AFTER JULY 1, 1992:

All custodial, maintenance and ground employees appointed after July 1, 1992, shall be appointed for fixed terms, not to exceed one year or the end of the school year if hired after a July 1 school year has commenced. Said employees shall be on probation for up to 60 days and shall be subject to dismissal at will at any time during said probationary period.

After the said employee has completed three full contract years, the employee shall acquire tenure, if reappointed by the Board, effective July 1, for continued employment. The decision to reappoint shall be within the sole discretion and authority of the Board; but notice of reappointment or denial of reappointment must be given to the employee no later than May 15.

C. APPOINTMENTS AFTER July 1, 2014:

All custodial, maintenance and ground employees appointed after July 1, 2014, shall be appointed for fixed terms, not to exceed one year or the end of a school year if hired after a July 1 school year has commenced. Said employees shall be on probation for up to 60 days and shall be subject to dismissal at will at any time during said probationary period.

After said employee has completed four full contract years of continuous service, the employee shall acquire tenure if reappointed by the Board, effective July 1, for continued employment. The decision to reappoint shall be within the sole discretion and authority of the Board; but notice of reappointment or denial of reappointment must be given to the employee no later than May 15.

D. APPOINTMENTS AFTER November 14, 2017

All custodial, maintenance and ground employees appointed after November 14, 2017, shall be appointed for fixed terms, not to exceed one year or the end of the school year if hired after a July 1 school year has commenced. Said employees shall be on probation for up to 60 days and shall be subject to dismissal at will at any time during said probationary period. The decision to reappoint shall be within the sole discretion and authority of the Board; but notice of reappointment or denial of reappointment must be given to the employee no later than May 15.

E. APPOINTMENTS AFTER June 30, 2022:

All custodial, maintenance, and ground employees appointed to begin employment after June 30, 2022, must have a black seal boiler's license. New hires will be given two (2) years from the date of hire to attain their Black Seal Certificate.

F. REDUCTION:

The Board shall not reduce the number of custodial, maintenance and ground employees by reason of residence, age, sex, race, religion or political affiliation. When any custodian, grounds, or maintenance employee under tenure is dismissed by reason of reduction in the number of such employees, the one having the least number of years to his credit shall be dismissed in preference to any other having a longer term of service and the person so dismissed shall be and remain upon a preferred eligibility list, in the order of years of service, for reemployment whenever vacancies occur and shall be reemployed by the Board in such order and upon reemployment shall be given full recognition for previous years of service in his respective positions and employments. These provisions shall not apply to employees covered in Section D and Section E.

ARTICLE IV - SENIORITY

- A. Seniority is defined as an employee's total length of continuous service with the Employer, beginning with his/her original date of hire, inclusive of his/her probationary period.
- B. Seniority shall apply to any shift changes; shift vacancies for permanent positions, all of which shall be posted, Job openings shall be posted for only the school in which the opening exists due to a retirement or a person leaving the district. If a person is acceptable for the position from within the district, his or her job will be filled by the new employee. Openings shall be filled by the most senior qualified applicant with good attendance history, work record, and no documented physical limitations.
- C. The Employer shall furnish the Union semi-annually, information concerning seniority dates of hire, classification, amount of sick leave, amounts of vacation time and pay rates of employees covered by this Agreement
- D. Notice of all transfers shall be forwarded to the appropriate local Union officer.
- E. The Board shall not reduce the number of custodial, maintenance and ground employees by reason of residence, age, sex, race, religion or political affiliation and when any custodian, grounds, or maintenance employee under tenure is dismissed by reason of reduction in the number of such employees, the one having the least number of years to his credit shall be dismissed in preference to any other having a longer term of service and the person so dismissed shall be and remain upon a

preferred eligibility list, in the order of years of service, for reemployment whenever vacancies occur and shall be reemployed by the Board in such order and upon reemployment shall be given full recognition for previous years of service in his respective positions and employments.

ARTICLE V - GRIEVANCE PROCEDURE

A. DEFINITIONS:

GRIEVANCE A "grievance" shall mean a complaint by an employee or the Union that there has been a violation, misinterpretation, or inequitable application of any of the provisions of the Agreement or that an employee or group of employees has/have been treated unfairly or inequitably by reason of any act or administrative decision affecting employees' terms and conditions of employment

1. An "aggrieved person" is the person, persons, or the Association making the claim.
2. A "party in interest" is the person or persons making the claim and any person, including the Association or the Board, who may be required to take action against whom action might be taken in order to resolve the claim.

B. PURPOSE:

The purpose of this procedure is to secure, at the-lowest possible level, solution to the problems, which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE:

Time Limits: The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Failure of the grievant to meet the next step within the specific time limit should be deemed as a waiver of further appeal. The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement and shall be followed in its entirety unless any step is waived by mutual consent.

STEP ONE: The Union steward with or without the employee shall present grievance(s) to the Facilities Manager within ten (10) days of the date of the alleged occurrence.

STEP TWO: If the aggrieved is not satisfied with the disposition of his/her grievance at Step One, or if no decision has been rendered within five (5) school

days of its presentation, he/she may present his/her grievance in writing to the Director of School Facilities within five (5) days after Step One response was due, or ten (10) school days after the grievance was presented, or whichever is sooner.

A written grievance shall include the following information:

1. The nature and date of the alleged occurrence in reasonable detail.
2. The Article and Section of this agreement or specific Acts or Administrative decision which gave rise to the grievance.
3. The nature and extend of injury and or loss.
4. The remedy which the employee(s) seeks.
5. The date of the grievance was discussed at One.

STEP THREE: If the grievance remains unresolved at Step Two, or no decision has been rendered within ten (10) school days after its submission at Step Two, the aggrieved may within five (5) school days after a decision by the Director or fifteen (15) school days after the grievance was delivered at Step Two, submit the grievance to the Board step grievance hearing, within twenty (20) days.

STEP FOUR:

ARBITRATION: If the Union determined that the grievance is meritorious and is not satisfied with the Board's decision or if no decision has been rendered, the Union may submit the matter to arbitration within fifteen (15) calendar days after the Board's decision.

1. The arbitrator shall be selected from a panel of arbitrators provided by the Public Employment Relations Commission (PERC) in accordance with the rules required by PERC.
2. Any matter relating to employees' terms and conditions of employment, as set forth in this Agreement may be submitted to arbitration. The arbitrator shall be limited to the issues submitted and shall consider nothing else. The arbitrator can add nothing to subtract anything from, nor modify the express terms of this Agreement. The arbitrator's recommendations shall be submitted in writing to the Board and to the Union and shall be advisory on all parties.
3. The fees and expense of the arbitrator shall be shared equally by the parties. Any other expenses incurred shall be paid by the party incurring same.

D. REPRESENTATION:

Any aggrieved person may be represented at all stages of the grievance procedure by Union Representation, and himself/herself.

E. REPRISALS:

No reprisals of any kind shall be taken of the Board or any member of the Administration against any party in interest, any representative, any member of the Union, or any participant in the grievance procedure by reason of such participation.

F. MEETING:

Representatives of the Union shall be permitted to confer and investigate grievance without loss of pay or any other negotiated benefit.

ARTICLE VI
HOLIDAYS AND CALENDAR

- A. A school calendar will be distributed to the bargaining unit no later than July 1 of each year of this Agreement. There shall be no change of the school calendar without first negotiating such change with representatives of the Union. All bargaining members are entitled to thirteen (13) paid holidays in each year of this Agreement.
- B. The Union shall submit the requested holidays for the Board's approval by May 1st of the current school year for the ensuing school year.
- C. The Union shall have representation on the school calendar committee.
- D. Employees will be paid double time pay rate for working on holidays.

ARTICLE VII
FUNERAL LEAVE

- A. Each employee shall be granted without deduction in salary, in the event of death in the immediate family a period of absence from duty not to exceed five (5) consecutive days.
- B. The immediate family is hereby intended to include father, mother, wife or husband, son or daughter, son-in-law or daughter-in-law, brother or sister, father-in-law or mother-in-law, grandchildren and grandparents, stepchildren, adopted children, foster children and domestic partner.
- C. Each employee of the Board of Education shall be granted without deduction in salary, in the event of the death in the extended family, a period of absence from

duty not to exceed one (1) day per event and not to exceed three (3) days in any school year and excluding extended in laws. The extended family is hereby to include an aunt, uncle, niece, nephew, or cousin, brother-in-law, sister in law.

- D. It is agreed and understood that there is a bereavement leave; and the employee must attend the funeral services for the decedent.

ARTICLE VIII
PERSONAL DAYS

- A. Employees appointed before January 1, 1994, shall be entitled to three (3) days with full pay for each school year of non-accumulative leave for personal, legal, business, household or family matters.
- B. Employees appointed after January 1, 1994. Employees with over 10 years' service shall be entitled to three (3) days with full pay for each school year of non-accumulative leave of absence for personal, legal, business household or family matters,
- C. Employees with less than 10, but more than 5 years, shall be entitled to two (2) days; and the employees with more than 1 year, but less than 5 years shall be entitled to one (1) non-accumulative personal day.
- D. Requests for personal leave shall be made at least one day in advance to the Facilities Director or Facilities Manager in writing and shall state the specific reason for the request. The Director or Facilities Manager shall not unreasonably or arbitrarily deny request for personal leave.
- E. Personal leave may not be used on the day immediately before or immediately after a holiday or sick day, unless medical verification is provided.

ARTICLE IX
SICK LEAVE

- A. All bargaining unit employees hired before January 1, 1994, shall be entitled to fifteen (15) paid sick leave days each year of this Agreement. Said days accumulate to the employee's credit year to year. Any employee hired after January 1, 1994, shall earn sick leave at the rate of one (1) day per month for the first year of employment and thereafter shall be entitled to twelve (12) sick days each year of this Agreement.
- B. Upon retirement, employees who actively retire after (15) year of continuous service in the Gloucester City School System, shall be paid for accumulated sick leave days, at the rate of seventy (\$70.00) dollars per day, up to the total maximum payment of fifteen thousand (\$15,000.00) dollars. In the event of the death of an employee, the employee's accumulated sick time shall be paid to his/her spouse or beneficiary.

- C Sick leave is hereby defined to mean the absence from his/her post of duty because of personal disability due to illness or injury.
- D. If an employee is absent three (3) or more consecutive days, said employee shall provide the Employer with medical verification of his or her absence. Verification shall include date of illness, date of doctor visit, anticipated date of return, diagnosis and whether or not the employee can perform the duties of their position. Said verification shall be provided to Facilities Manager or Facilities Director immediately upon return to work. If doctor's note is not provided immediately upon the return to work, the employee will not be paid for the time off. Sick time must be exhausted before time off without pay can be considered for approval.
- E. If an employee utilizes a sick time the day prior to, or the day following a holiday, vacation day or personal day; medical verification must be provided to the Facilities Manager or Facilities Director immediately upon return to work.
- F. Any employee with perfect attendance for the prior school year shall receive a \$200.00 stipend.
- G. Sick Bank: Association Members may join a sick bank. Participation in the sick bank will be voluntary. The guidelines for administration of the sick bank will be governed by a committee made up of Board and Union members.

ARTICLE X
VACATION

- A. All employees shall be entitled to ten (10) vacation days after one full year of service; and to fifteen (15) days' vacation after ten (10) full years of service. After 15 years, the employee shall receive one additional vacation day: and an additional day every other year thereafter with a maximum entitlement of twenty (20) days.
- B. Employment for less than one year shall accrue one day's vacation for each five weeks of employment, not to exceed ten (10) days. Those employees entitled to three weeks' vacation will only be permitted to take two (2) weeks consecutively.
- C. By May 15 of each year the Facilities Director shall request employees to fill in their vacation requests for the forthcoming July 1 school year. However, vacation requests of 3 days or more shall only require four (4) weeks' notice. In the event a large number of employees request the same vacation dates, the person with the longest years of service will be given first consideration. Notice of refusal or approval must be given to the employee not more than fourteen (14) days after the request is received. Absences from the Gloucester Middle School, Cold Springs School and Gloucester High School shall not exceed 25% at any one time. The Board acknowledges the seniority rights of the employees with regard to request for vacation. However, the date of approval of a requested vacation shall take priority.

- D. Vacation requests may be denied to some employees for a specific time period if in the opinion of the Facilities Director, it would hinder the safe and effective maintenance and operation of the school facilities; said denial shall be capricious or arbitrary.
- E. Requests for one- or two-day vacations may be made with two working days' notice.
- F. Employees may carry over into the next year five (5) unused vacation days, however, those days must be used by the third week of August of that year, or the said employee will forfeit those days.

ARTICLE XI - MEDICAL AND OTHER INSURANCE COVERAGE

HEALTH BENEFITS:

- A. The Board of Education will provide through the AETNA Program, subject to the contributions contained in Chapter 78, medical insurance, including major medical coverage for each employee and, when applicable, his/her dependents, while employed at least 30 hours per week, excluding the lunch period.

Employees hired after July 1, 2021 are eligible for either the Educator's Health Plan or Garden State Plan and shall contribute towards the cost of insurance in accordance with Chapter 44.
- B. The Board of Education will provide to the employee, dental coverage for each employee and where applicable, his/her dependents, while employed at least 30 hours per week, excluding the lunch period; however, the Board shall not be required to provide duplicate dental coverage, if an employee's spouse has dental insurance.
- C. The employee contribution toward health insurance premium costs shall be in accordance with the provisions of Chapter 78 and shall remain in place through the term of this Agreement.
- D. The Board of Education will provide full family prescription coverage through the New Jersey State Health Benefits Plan subject to the contributions contained in Chapter 78.
- E. Legal right to change carriers, provided the level of benefits shall be substantially equivalent to those provided by the present carriers; after conferring with the Union.
- F. A new employees' policy for Medical Insurance coverage goes into effect sixty (60) days after he/she completed a probation period, The Dental and Prescription Benefits will begin the month following (the enrollment date) after the probation period has been completed. Any change in coverage (additions to or deletions from

the policy) should be made immediately by the employee to the Office of the Board of Education.

- G. Upon proof of other medical insurance coverage, an employee may opt out of the insurance plan provided by the Board. Members will be reimbursed 25% of the amount saved by the employer or \$5,000.00 whichever is less. The payment will be made in two installments, on January 31 and June 30, and will comply with Section 125 and all other I.R.S. regulations that will preserve the tax- free status of benefits. The opt out payments shall be pro-rated in accordance with the number of months that opt out is in effect.
- H. Employees who have a change in status (e.g., birth of a child, termination of employment, divorce (copy of decree required), legal separation (copy of decree required), military discharge (form DD214 required), which causes them to lose coverage elsewhere shall be entitled to re-enroll in the health plan during the year provided the employee gives the Board notice of the change in status within thirty (30) days of the event causing the change. Otherwise, all elections for a cash option shall be in effect for the entire twelve (12) month benefit period.

ARTICLE XII **HOURS OF WORK**

- A. All personnel are expected to work on time and check in on a time sheet or time clock. When leaving the building, notify the Facilities Manager, Facilities Director, Principal, or main office of your whereabouts and approximately how long you will be gone. Employees leaving the building must sign out and upon returning sign in.
- B. Each full-time employee shall work a full forty (40) hour work week, 8.5 hours per day with a 30-minute lunch period, and two (2) fifteen (15) minute breaks. The normal workday and hours shall not be changed without discussing said need with the Union five (5) days prior to the proposed change. The normal work week is five (5) consecutive days. The Employer shall notify the Union and the affected employee ten (10) working days prior to any proposed change.
- C. Employees will perform all duties assigned by the Facilities Manager or Facilities Director or building principals in accordance with his or her job description, including cross-over duties to other custodial, maintenance, grounds, duties as may be directed by the Director, Facilities Manager or Principals when they deem it necessary, but not arbitrarily or capriciously.
- D. Employees temporarily assigned to work in a higher pay job classification for the period in excess of five (5) consecutive working days shall be paid at the rate of pay for the job he/she was temporarily assigned, or his/her regular wage, whichever is higher. The rate of pay is retroactive to the first day.

- E. The computation for the rate differential between custodial duties and maintenance duties shall be \$3.50 per hour.

ARTICLE XIII
TELEPHONE, CELL PHONE, HEADPHONE USAGE

- A. Telephones are for school business and personal calls should be made only in extreme emergencies. Personnel will not be called to answer a phone call during working hours except when an emergency exists. The local officers shall have the right to call the Union office if an emergent need arises. Cell phones shall only be used during approved breaks, lunch/dinner periods and in the case of an emergency. Headphones are not permitted to be used at any time within the school.

ARTICLE XIV
WORKERS COMPENSATION

- A. When an employee is injured on duty, he/she is to receive Worker's Compensation due him, plus the difference between the amount received as compensation and his/her salary during the period of temporary disability. Employee shall report the incident immediately (i.e., when the incident happens/occurs) to the Facility Director.

ARTICLE XV
ABSENCE

- A. Any person unable to report to work on the day shift should notify the Facilities Manager or Facilities Director, if possible, the night before, if possible, but at a minimum two hours before the start of their shift so that a substitute can be secured for that day. Any person unable to report for night work should contact the Facilities Manager or Facilities Director two hours before the start of the shift, so that a substitute can be secured for that day. In the absence of the Facilities Manager or the Director, the Business Administrator shall be notified. No exception or special consideration can be given to personnel who must commute long distances to work. Those who choose to live away from the district must accept full responsibility for being at work on time.

ARTICLE XVI
EQUAL TREATMENT

- A. The Employer and Union agree that there shall be no discrimination or favoritism shown for reasons of sex, age, nationality, race, religion, marital status, political affiliation, Union membership or Union activities.
- B. The Employer may establish reasonable and necessary rules of work and conduct for employees. Such rules will be equitably applied and enforced.

- C. Ten (10) working days prior to the implementation of any rules of work and conduct for employees established by the Employer, pursuant to Section B above, the Employer agrees to notify the Union of said rules. The Union shall then have the opportunity to review such rules prior to their implementation. Any and all policies or regulations will be posted by the Employer.

ARTICLE XVII
OVERTIME

- A. Employees shall be entitled to one and one-half (1 1/2) times their hourly rate for work performed in excess of eight (8) hours per day, and in excess of forty (40) hours per week.
- B. There will be no duplication of overtime.
- C. Overtime shall be assigned on a rotating basis.
- D. If no qualified person is available within the building, go to the next qualified within the District. If no one is available - reverse seniority within the building - Mandatory.

ARTICLE XVIII
UNIFORMS

- A. All bargaining unit employees who are required by the Employer to wear uniforms shall report to work in clean, neat dress attire as provided by the Employer.
- B. Employer shall provide those employees required to wear uniforms with two (2) sets of uniforms.
- C. The uniform shall consist of the following articles, to be issued each year of this agreement:

(2) pants (2) shirts
- D. The Employer shall also provide employees with a \$150.00 allowance per year for safety, non-slip work shoes.
- E. The Union and the Employer agree to form a Pair Wear and Tear Committee. The Pair Wear and Tear Committee shall provide input on uniform selection.
- F. The Board of Education will provide Rain Gear to Day Staff only capped at \$100 per person. The Board of Education will provide cold Weather Gear to all staff capped at \$150 per person, for the life of the contract. The Administration reserves the right to purchase yearly on a case-by-case basis.

ARTICLE XIX
CALL IN TIME

- A. Any employee called in to work after he has left his place of employment shall be guaranteed not less than two (2) hours pay at one and one-half (1 1/2) time his regular rate, regardless of the number of hours actually worked, except when called in one hour or less before his/her regular work shift.

ARTICLE XX
MANAGEMENT RIGHTS

- A. The Board reserves to itself, sole jurisdiction, authority, and responsibility over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, the Laws and constitution of the State and the United States:
- B. To direct employees of the school district.
- C. To hire, promote, transfer, assign, change hours (within the current work assignment), and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees.
- D. To relieve employees, from duty because of lack of work or for other legitimate reasons.
- E. To maintain efficiency of the School District operations entrusted to them.
- F. To determine the methods, means and personnel by which such operations are to be conducted.
- G. To take whatever action may be necessary to carry out the mission of the school district in situations of emergency.
- H. To control and manage its properties and facilities and the activities of its employees by utilizing personnel, method and means of the most appropriate and efficient manner possible, as may from time to time be determined by the Board of its Facilities Director.

ARTICLE XXI
LABOR MANAGEMENT MEETING

- A. The parties agree to establish a Labor Relations Committee.
- B. The Employer and the Union shall meet quarterly, upon the request of either party in writing with a precise agenda.

ARTICLE XXII
BULLETIN BOARD

- A. Bulletin board will be made available by the Employer at each of the work locations for the exclusive use of the Union for the purpose of posting Union announcements, and other information. It shall be in the boiler room or other mutually agreed upon location.

ARTICLE XXIII
SAVINGS AND SEPARABILITY

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

ARTICLE XXIV
RATES OF PAY

- A. The starting salary for new employees during the term this Agreement shall be as follows:

1. Custodian

Starting Salary 2022-2023	\$29,120
Starting Salary 2023-2024	\$31,200
Starting Salary 2024-2025	\$31,200

2. Maintenance

Starting Salary 2022-2023	\$38,400
Starting Salary 2023-2024	\$40,480
Starting Salary 2024-2025	\$40,480

3. Existing custodial staff who later move to Maintenance will have \$8,280 added to their base salary in the first year.

4. Lead District Maintenance

Starting Salary	555,000 to 560,000
Commensurate with experience	

- B. Salaries during the term of this Agreement shall be as determined on Schedule A attached hereto.
- C. The appropriate job titles and corresponding start dates (seniority) are detailed in Schedule B attached hereto entitled "AFSCME Seniority and Job Assignment".
- D. With regard to Commercial Driver License (CDL), an annual stipend of \$1,000.00 will be paid. CDL would be based on a job bid and is strictly limited to the job assignment/title "Bus Driver" or "Grounds".

- E. All staff hired prior to July 1, 2022, who have a Black Seal License shall have their Stipend added to their base salary. Staff hired before July 1, 2022 that do not have a Black Seal License are grandfathered and would be eligible to receive the Black Seal Stipend added to their base if they obtain a Black Seal License at a later date. All staff are required to maintain their Black Seal License Staff who begin their employment after June 30, 2022, are not eligible for any additional increase in their base pay for having or obtaining a Black Seal License.
- F. The Grounds stipend will be added to salary, and he subject to pension deductions.
- G. Salary increases shall be retroactive to July 1, 2022, and shall be the greater of the percentages listed below or the starting salary in the new salary guide as follows:
- 2022-2023 – 3.25%.
 - 2023-2024 – 3.25%; and,
 - 2024-2025 – 3.25%.
- H. The increase in salary for staff moved to new base salary in 2022-2023 is inclusive of the rate increase, those staff members in their first year of employment will not receive any additional increase.
- I. The Night Shift stipend will be added to salary and be subject to pension deductions.
- J. The Shipper/Receiver stipend will be added to salary and be subject to pension deductions.
- K. Individuals holding a CDL and/or individuals volunteering to obtain a CDL may be assigned, at the discretion of the Superintendent or designee, to operate a vehicle utilizing their CDL normal during school hours. In the event that a trip will start before or extend until after the employee’s normal workday, the employee shall be compensated at the overtime rate for any time worked over 40 hours.

ARTICLE XXV
UNION LEAVE

The President of AFSCME NJ Local 3858 shall be given time off to conduct official union business. This time off shall not exceed thirty-two (32) hours per calendar year starting July 1 thru June 30. The Gloucester City Board of Education may require proof of attendance for any time requested.

ARTICLE XXVI
TERM OF AGREEMENT

This Agreement shall be effective as of July 1, 2022, and shall continue in effect until June 30, 2025 and thereafter until a successor agreement is concluded.

GLOUCESTER CITY BOARD OF
EDUCATION

AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL
EMPLOYEES, AFSCME NJ LOCAL
3858, Council 63

Michelle Wright 10/11/22
Michelle Wright, President

James F. Sauter
President, AFSCME

Sarah Bell 10/6/22
Sarah Bell, Board Secretary

Johna Luzzese 10-5-22
Local Rep, AFSCME

Joy McQuaid 10/6/22
WITNESS

Robert C. Little
Council 63, AFSCME 10-5-22

AFSCME SALARIES FOR 2022-2023 TO 2024-2025
Schedule A

AFSCME SENIORITY AND JOB ASSIGNMENT
Schedule B

4873-6319-1862, v. 1