

PREAMBLE

This Agreement entered into this days of , by and between the BOARD OF EDUCATION OF THE CITY OF BAYONNE, NEW JERSEY, hereinafter referred to as the “Employer”, and AFSCME NEW JERSEY COUNCIL 63, LOCAL 2251, AMERICAN FEDERATION OF STATE, COUNTY, AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the “union”, has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I

RECOGNITION AGREEMENT

The Employer recognizes the Union as the sole exclusive bargaining agent for the purpose of establishing salaries, wages, hours, and other conditions of employment for all of its custodial and maintenance employees employed in any of the facilities throughout the City of Bayonne, New Jersey. The Board has the right to create the position of part-time driver.

ARTICLE II

UNION SECURITY

2.1 The Employer agrees to deduct the Union dues once each month from the pay of those Employees who individually request in writing that such deduction be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Treasurer by the 15th day of the succeeding month after such deductions are made. This

authorization shall be irrevocable during the term of this agreement, or may otherwise be provided in applicable statutes.

The Union agrees that it will indemnify and save harmless the Employer against and all actions, claims, demands, losses or expenses (including reasonable attorneys' fees) in any matter resulting from action taken by the Employer at the request of the Union under this Article.

2.2 The Employer agrees to submit to the Union, by the 30th days of each month, a list of new custodial employees hired, excluding per diem custodial employees, and their home addresses.

2.3 After obtaining permission from the Officer's immediate supervisor, the Employer agrees to Permit Officers of the Local Union to enter the Premises of the Employer for individual discussion of working conditions and grievance with employees provided such Officers do not unduly interfere with the performance of duties assigned to the employees and after gaining permission of the Building Principal involved. After obtaining permission from the Officer's immediate supervisor, the Employer also agrees to permit the Union President and one other designed Union Officer to have time out of work to Process grievances when necessary.

2.4 The Employer will give time off, with no loss of pay, for members of the Local Union Contract Negotiating Team, not to exceed three (3) in number, to participate in contract negotiations during their regular working hours; such contract negotiations, however, to be conducted with Board Negotiators only and at the discretion of the Board.

ARTICLE III

WORK SCHEDULES

3.1 The regular starting time of work shifts of Engineers/Custodians will not be changed without reasonable notice to the affected employees – reasonable notice shall mean that

at least one (1) day prior notice to the affected employees; except in cases of emergency, to be determined by the Superintendent of Schools, or his designee. Engineers shall not leave their assignment at the end of their shift until they have been properly relieved by a replacement.

3.2 The workweek shall consist of five (5) consecutive days, forty (40) hours per week, eight (8) hours per day, except for employees in continuous operations, who will work forty (40) hours per week eight (8 hours per day, in accordance with Section 3.3 of this Article.

3.3 Where the nature of the work involved requires continuous operations on a twenty-four (*24) hours per days, seven (7) days per week basis, employees so assigned well have their schedules arranged in a manner which will assure, on a rotation basis, that all employees will have an equal share of Saturdays and Sundays of. In settlement of AFSCME Grievances dated April 16., 1990, the present continuous operations shifts in effect in the various schools in the District shall remain in effect unless the appropriate representatives of the Board of Education and the Union agree to a change.

3.4 Hourly Schedules:

Custodians	Eight (8) hours per day with a half (1/2) hours for lunch, inclusive with hours to be determined at the discretion of the Principal and the Superintendent of Buildings and Grounds.
Engineers/Custodians	Eight (8) hours per day with a half (1/2) hours for lunch, inclusive with hours to be determined at the discretion of the Principal and the Superintendent of Buildings and Grounds. When the boilers are in operation, Engineers shall not be permitted to leave their assigned duty areas during lunch or any other time period of the Engineers' workday.
Repair Department/ Personnel/Custodians	Eight (8) hours per day with a half (1/2) hours for lunch, inclusive with hours to be determined at the discretion of the Principal and the Superintendent of Buildings and Grounds.
Bus Drivers/Custodians	Nine (9) hours per days with one and one-half (1 ½) hours for lunch, inclusive, with hours to be determined at the discretion of the Superintendent of Buildings and Grounds. (Lunch shall include half (1/2) hour paid time and one (1) hour non-paid time.)

3.5 The Board reserves the right to modify the starting and ending times of the work day set forth herein, based on operational needs of the District and upon reasonable notice to the employees involved. Custodians set forth above, working s shift other than the day shift, will be paid differential of seven (\$7.00) dollars per shift foreach such shift worked. Elementary schools' day shift Custodians must work sometime after 6:00 p.m. to be eligible for shift differential except where to or more day shift Custodians are assigned to work in the same school after 4;30 p.m. then such employees will be paid the shift differential.

3.6 In addition to the hours listed, Engineers/Custodians may be required to work the following overtime schedule on Saturdays, Sundays, and Holidays:

October 1 st to November 30 th	1 hour
December 1 st to April 15 th	3 hours
April 16 th to April 30 th	1 hour

(Specifically excluding employees on continuous operations.)

3.7 The Board will assign, whenever possible, a temporary replacement from the per diem pool for any custodian absent for more t hen two (2) days.

3.8 All employees much punch in at the beginning of the workday, punch in and out for lunch break, and punch out at the end of the shift.

3.9 All employees shall be guaranteed two (2) fifteen (15) minutes rest periods a day to be scheduled by mutual agreement with the Principal and Superintendent of Buildings and Grounds.

ARTICLE IV

OVERTIME

4.1 Time and one-half (1-1/2) the employee's regular hourly rate of pay shall be paid for work under any of the following conditions:

- (a) All work performed in excess of eight (8) hours in any one day.
- (b) All work performed in excess of forty (40) hours in any one week.
- (c) All work performed on Saturday, except for employees assigned on continuous operations and for employees hired after May 6, 2013 who shall be eligible for time and one-half (1 ½) for all work performed on the employee's sixth (6th) and/or seventh (7th) consecutive day.

4.2 Employees working on continuous operation shifts shall receive time and one-half (1-1/2) their regular hourly rate or pay for all work performed on their sixth (6th) consecutive day.

4.3 Time and one-half (1-1/2) the employees' regular hourly rate of pay shall be paid under any of the following conditions:

(a) All work performed on Sundays, except for employees working on continuous operations and employees hired after May 6, 2013.

(b) For all work performed on Holidays, as set forth in this agreement, and in addition, those employees working on continuous operation shift shall receive straight time day's salary, for working on the Holiday as set forth in this agreement, in addition to time and one-half (1-1/2), for a total of (2-1/2) times salary.

4.4 Every effort shall be made to secure qualified volunteers to work overtime. However, in the event a qualified volunteer is not obtained, the employer shall have the right to require an individual to work overtime. In such case, overtime will be assigned on an inverse

seniority basis, to a qualified employee. Also, in an effort to secure volunteers, whenever possible, the administration will post schedules to the extent known, for bus drivers/custodians, in advance.

4.5 All custodians shall be paid double time for work on those holidays stated in the collective bargaining Agreement.

ARTICLE V

CALL-IN TIME

5.1 Any employee who is requested, and returns to work during periods other than his regularly scheduled shift shall be paid time and one-half (1-1/2) times their regular hourly rate of pay for such work, and shall be guaranteed a minimum of three (3) hours.

5.2 Call-in time for snow and/or other storm emergencies. Every effort must be made to secure volunteers for such work. If volunteers are not available then the Board can require an individual to work. For snow and/or other storm emergencies, they guarantee for call-in time shall be a minimum of four (4) hours.

5.3 Any employee employed on a ten (10) month basis who is requested to work during the unscheduled two (2) month period will be paid for each day worked at his/her daily rate.

ARTICLE VI

INSURANCE

6.1

The Board will provide health insurance through the School Employees Health Benefits Program ("SEHBP"), or a plan that is "equal to or better than" the SEHBP. All qualifying employees shall pay the "Tier 4 rates set forth in Chapter 78 P.L. 2011 for his/her medical and

prescription coverage, except employees who enrolled in the Employee Health Plan (“EHP”) or the Garden State Plan (“GSP”) shall pay the rates set forth in Chapter 44.

All current employees and future employees after ratification of this Agreement will be provided with the option to enroll in any of the following: family, 2 adults, parent/child, or single. Per diem employees are specifically excluded from the inclusion in this insurance coverage.

6.2 In addition, except for employees hired after September 26, 2005, the Board agrees to pay one hundred percent (100%) of the premium for a prescription plan for family coverage in said prescription plan. Per diem employees are specifically excluded from inclusion in this coverage. Effective September 26, 2005, the prescription co-pay shall be increased to ten (\$10.00) dollar co-pay non-generic prescriptions, six (\$6.00) dollar co-pay generic prescriptions, and a two (\$2.00) dollar co-pay on mail order prescriptions of ninety (90) days duration or longer.

Effective January 1, 2002, the prescription benefits set forth in this section shall be limited to the prescription carrier only and co-pays will not be reimbursable by the major medical coverage.

6.3 Dental Plan – The Board will pay one hundred percent (100%) of the premium for family coverage on Delta Dental. Per diem employees are specifically excluded from inclusion in this coverage.

6.4 Any employee who has retired after 25 years or more service with the Board of Education or who is 62 years of age or older with at least 15 years of service with the Board of Education and is not eligible for participating in the state paid coverage under the State Health

Benefits Program shall be allowed to participate on a contributory basis in the major medical portion of the Board's Health Insurance Program.

ARTICLE VII

LEAVES OF ABSENCE

7.1 Leaves of absence with pay shall be provided as follows, except for per diem employees:

(a) Bereavement pays, not to exceed seven (7) consecutive calendar days, with pay , in the event of death in the immediate family. Immediate family, shall be considered spouse, parents, children, brother or sister. Three (3) consecutive days leave, with pay, in the event of the death of aunt, uncle, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandmother, grandfather, grandchildren, spouse of aunt and uncle, and stepchildren.

(b) The Board of Education may, upon request, by a custodial/maintenance employee grant a Leave of Absence, without pay, to such employee upon good cause shown and at the discretion of the Board, as follows:

Any custodial/maintenance employee having more than one (1) year but less than five (5) years of service with the Board, for a period not exceeding six (6) months and no exceptions shall be granted, and provided further that if the leave request is predicated upon personal illness of an employee, the employee must have utilized all accumulated "sick leave days" to his/her credit prior to applying for such leave.

The Board has also agreed to permit employees on such leave to continue coverage with Blue Cross/Blue Shield of New Jersey Coverage Plan for the period of such approved leave, upon payment by the employee to the Board of the costs of such coverage during the leave.

7.2 Employees will be granted leaves of absence, without pay, to attend any Union Conventions and Conferences, not exceeding four (4) days per year; Union Officers will be granted leaves of absence, with pay, to attend any Union Conventions and Conferences, not to exceed eight (8) days over a two (2) year period. The leave of absence shall not exceed five days per year, with prior written consent of the Superintendent of Schools. The aforementioned representatives who shall have been duly authorized by the Union to attend such Conventions, shall notify the Superintendent no less than thirty (30) days in advance of such Convention.

7.3 Requests for leaves of absence without pay, for employees appointed to a full-time position with the Union, must be presented to each Board of Education during the term of such office.

7.4 Employees appointed to other than full-time public office positions which do not pay salaries as such, will be granted time off from work as necessary in order to fulfill the obligations of their public office, without loss in pay, with prior approval of the Board of Education.

7.5 Employees, excluding per diem employees, shall be granted two (2) days personal leave with pay each year, with prior approval of the Superintendent of Schools, or his designee.

Personal business leave day cannot be granted either immediately prior to, or immediately following a Holiday, nor will personal business leave days be granted on Fridays or Mondays, nor will they be granted for two (2) successive days, unless the Superintendent approves such days due to extreme hardship.

If such personal business days are not utilized during the school year, the days not used shall be transferred and credited to the accumulated sick leave days of the employee and thenceforth treated as accumulated sick leave days.

7.6 SICK DAYS Sick days shall be allowed to all employees, excluding per diem employees, who are covered by this contract as follows:

TEN (10) days to be allowed per year for all employees who are employed on a 10-month basis. TWELVE (12) days to be allowed per year to all employees who are employed on a 12-month basis. All unused sick days may be accumulated by all employees.

7.7 Sick Leave Bank. The parties shall implement a sick leave bank equivalent to the sick leave banks utilized by administrators and teachers.

7.8 Two (2) days will be added for “family sick days” where employees must care for a child, spouse or parent. Family sick days will not accumulate and therefore will not carry over from year to year.

ARTICLE VIII

SENIORITY

8.1 Seniority is defined as an employee's total length of service with the Employer, by classification, beginning with his/her original date of contract appointment. Employees shall be eligible to bump down to lower classifications, if qualified, in the event of layoff.

8.2 An employee having broken service with the Employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the Employer. Employees hired after the effective date of this Agreement and hired on the same date as other employees will have seniority determined at the discretion of the Employer.

8.3 In all cases of layoffs, recalls, vacation schedules and other situations where substantial employee advantages or disadvantages are concerned, employees with the greatest amount of seniority shall be given preference.

ARTICLE IX

PROMOTIONS AND FILLING OF VACANCIES

9.1 The term promotion means the advancement of an employee to a higher position or the reassignment of an employee to a higher paying position, except in the case of temporary assignment(s).

9.2 Whenever an opportunity for a promotion occurs or a job opening occurs in other than a temporary situation in any existing job classification, or as a result of the development or

establishment of a new job classification, a notice of such opening shall be posted, stating the job classification, rate of pay, and nature of the job requirements in order to qualify. Such posting shall be for a period of not less than ten (10) days.

9.3 During this period, employees who wish to apply for the open position may do so. The application shall be in writing and it shall be submitted to the Superintendent of Schools.

9.4 The Employee shall fill such openings or vacancies from among those candidates who have applied and who meet the standards of the job requirements, except that if there is more than one (1) candidate who is qualified for the job, then such position shall be filled by selecting from among those qualified, the candidate with the greatest seniority. In the event that none of the candidates is considered qualified, the candidate may be selected from applicants not employed by the Board.

9.5 Any employee selected in accordance with the procedure set forth above shall undergo a trial period of thirty (30) days, but not to exceed ninety (90) days. If it is found that such employee does not meet the requirements or responsibilities of the position to which he has been selected during the trial period, then such employee shall be restored to his former position and another person selected from among those who applied and are qualified.

ARTICLE X

GRIEVANCE AND ARBITRATION PROCEDURE

10.1 Any grievance or dispute which may arise between the parties, including the application, meaning or interpretation of this agreement, shall be settled in the following manner:

STEP 1: Any custodian or engineer/custodian who has a grievance shall, within fifteen (15) school days of the alleged occurrence of the condition given rise thereto, submit the grievance, in writing, to the Principal of his/her building. Any discussion with the Building Principal shall include the employee and a Union representative. The Principal shall answer the grievance in writing, within five (5) school days thereafter.

Any Repair Department person/custodian who has a grievance shall, within fifteen (15) school days of the alleged occurrence of the condition giving rise thereto, submit the grievance, in writing, to the Superintendent of Buildings and Grounds. Any discussion with the Superintendent of Building and Grounds or designee shall include the employee and a Union Representative. The Superintendent of Buildings and Grounds or designee shall answer the grievance, in writing, within five (5) school days thereafter.

STEP 2: In the event that the grievance has not been resolved, or has not been answered, the grievance shall be presented to the Superintendent of Schools, in writing, within five (5) school days thereafter. A meeting will be held within five (5) school days after the submission of the written grievance to the Superintendent of Schools, with the Superintendent, or his designee, the grievant will be represented at this meeting by a Union Representative. The Superintendent will render a decision, in writing, within five (5) school days following the meeting.

STEP3: (this is optional and may be invoked by mutual agreement of the parties.) In the event that the grievance has not been resolved in step 2 above, the grievant and/or the Union shall have five (5) school days thereafter to submit the grievance to the Trustees of the Board of

Education in writing. A written answer to such grievance shall be served upon the individual and the Union one (1) day after the next scheduled Board Caucus.

STEP 4: In the event that the grievance has not been resolved to the satisfaction of the employee or the Union, the Union shall have the right to submit the grievance to an arbitrator who shall be appointed, in accordance with the procedures of the Public Employment Relations Commission. The grievant shall have Union Representation at this arbitration hearing. The decision of the arbitrator shall be final and binding on the parties. Expenses for the arbitrator's services shall be shared equally by the Employer and the Union.

10.2 The Union President, or his authorized Representative, may report an impending grievance to the Superintendent of Schools, in an effort to forestall its occurrence.

10.3 It is agreed that the employees shall, during and notwithstanding the pendency of the grievance, continue to observe all assignments until such grievance and any effect thereof shall have been fully determined; the employee must also continue to observe all applicable rules and regulations of the Board until such grievance has been fully determined.

10.4 Any employee shall have the right to present his grievance, via the above procedure, with assured freedom from restraint, interference, coercion, discrimination or reprisal.

10.5 if a grievance affects a group of employees, the Union may process the grievance through all Steps of the grievance procedure beginning with Step 2.

ARTICLE XI

EXERCISE OF RIGHTS

11.1 The only procedure for taking disciplinary action or measures against any employee covered by this Agreement shall be set forth in the following sections.

11.2 Disciplinary action or measures shall include only oral reprimand, written reprimand, suspension and discharge, as well as reduction or forfeiture of wages or salary.

11.3 Disciplinary action may be imposed upon an employee only for failing to fulfill his/her responsibilities as an employee. When the Superintendent of Schools or his/her designee suspends without pay, or dismisses from service, the employee shall be notified in writing. Discipline shall only be imposed for just cause. The conduct for which discipline is being imposed and the penalty proposed shall be specified in writing. The writing served on the employee shall contain a detailed description of the alleged acts and conduct including reference to dates, times and places. The employee shall be provided with two copies of the writing, the AFSCME Local 2251 President or his/her designee shall be notified in writing by email, within forty-eight (48) hours of the name of any employee served with discipline. Disciplinary action can be contested by the Union through the grievance procedure beginning with Step 2.

The employee or the Board may at any time terminate employment by either party giving to the other sixty (60) days' notice in writing of the intention to terminate same. However, in the case of discharge for just cause, there shall be no sixty (60) days' notice requirement.

ARTICLE XII

TEMPORARY ASSIGNMENT

12.1 Employees working out of a job title requiring higher pay for more than one day shall receive the greater sum for the second day and every day thereafter so temporarily assigned.,

ARTICLE XIII

VACATIONS

13.1 Vacations will be granted during the months of July and August, except for employees under first contract with the Board of Education, at the time requested by the employee during those months. If the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greater seniority shall be given his choice of vacation period in the event of any conflict over vacation periods. However, the Board reserves the right to grant vacations at times other than the months of July and August, when necessary. Members of the Employee Group must submit, in writing, their vacation scheduled no later than six (6) months prior to the vacation period. Vacations of employees assigned to the Repair Shop are restricted to two (2) weeks between June 24th and September 7th unless agreed upon the Employer.

13.2 If a holiday (as set forth under “Holidays” in this agreement) occurs during the calendar week in which a vacation is taken by an employee, the employee’s vacation period shall be extended one (1) additional day.

13.3 The Employer will not recall any employee to work during his vacation period, unless the employee agrees to the request.

13.4 Any contract or tenure employee laid off, retired or separated from service of the Employer, prior to taking his vacation, shall receive financial compensation for unused vacation

he has accumulated up to the time of separation, except for first year contract employees, whose contracts are not being renewed, and employees discharged for just cause.

13.5 In the case of death of such employees, such payment shall be made to the estate of such employee.

13.6 All employees, except per diem employees, hired after July 1, 1969, shall be granted vacation with pay as follows:

After 1 year up to 5 years 2 weeks

After 5 years up to 10 years 3 weeks

After 10 years 4 weeks

Vacations with pay, shall be granted to all custodial employees employed prior to July 1, 1969, under the vacation plan now in effect, and as set forth in the Employer's Rule and Regulations.

13.7 All contract or tenure employee vacation periods shall be determined by the employee's anniversary date.

ARTICLE XIV

SAFETY AND HEALTH

14.1 The Employer shall, at all times, maintain safe and healthful working conditions, and shall provide all tools or devices needed in the performance of the employee's duties.

14.2 All eyeglasses damaged during the performance of an employee's duties will be repaired or replaced at the expense of the Board of Education if the following conditions are satisfied. First, the damaged eyeglasses must be presented to the Business Administrator or designee and the Business Administrator or his designee must verify that the eyeglasses were damaged during the performance of the employee's duties. Second, the reimbursement for said

repair or replacement shall not exceed \$175.00. Third, the cost of an examination or prescription shall not be covered by the provision of the Agreement.

14.3 The employee shall at all times, observe and exercise the highest degree of care for his/her own safety and that of all persons in the School system.

14.4 For school safety and security the Board of Education will provide a picture identification card and shirt or over blouse smock to be worn by all employees in bargaining unit during working hours, The Board of Education will provide a total of five (5) shirts or smocks and/or vests per year at no cost to each employee.

ARTICLE XV

MANAGEMENT RIGHTS

15.1 The Board hereby retains the right to manage and control its facilities and, in addition, retains the right to hire, discipline or discharge employee for just cause.

15.2 All rights not expressly granted to the Union in this Agreement are hereby reserved by the Employer.

15.3 Nothing herein shall alter or deprive any employee rights guaranteed to him by Federal or State Law and all rights enumerated herein.

15.4 None of the rights reserved to the Employer shall be exercised in a discriminatory, arbitrary or capricious manner.

ARTICLE XVI

FUTURE NEGOTIATIONS

16.1 Negotiations on a new contract shall commence no later than the date prescribed by the appropriate P.E.R.C. Rules and Regulations

ARTICLE XVII

SALARIES

17.1 Salaries for employees covered by this agreement shall be set forth in Schedules A-C attached hereto.

17.2 The employer reserves the right to determine what step newly hired tradespersons and persons licensed to operate boilers shall be placed on the salary guide.

ARTICLE XVIII

HOLIDAYS

18.1 The following days are recognized as holidays:

1. New Year's Day
2. Martin Luther King Day
3. Presidents' Day
4. Easter Monday
5. Memorial Day
6. Juneteenth
7. July 4th
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Friday after Thanksgiving
13. Good Friday
14. Christmas Eve Day

15. Christmas Day'

16. New Year's Eve

If Christmas or New Year's Day falls on a Saturday, it will be celebrated on Friday. If either of these days fall on a Sunday, they will be celebrated on Monday. If any of the remaining 13 holidays fall on a Saturday or Sunday, these days will be celebrated, by agreement between the Superintendent of Schools and President of Union Local 2251.

ARTICLE XIX

RETIRING EMPLOYEES

19.1 Those employees have reached age sixty (60) with fifteen (15) years of service with the Board, or more, and collecting a PERS retirement pension, shall be eligible to redeem upon retirement, accumulated sick days at the rate of twenty-nine (\$29.00) dollars per day, subject to a maximum payment of five thousand eight hundred dollars (\$5,800.00).

19.2 Should any portion of the Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the agreement affected by such decision, whereupon the parties agree immediately to negotiate a substitute for the invalidated portion thereof.

ARTICLE XX

GENERAL PROVISIONS

With respect to matters not covered by this agreement, which are proper subjects for collective bargaining, the current Rules and Regulations of the Board shall be binding. However, the Employer agrees that it will make no changes in current Rules and Regulations without appropriate prior consultation and negotiation with the designated representatives of the

Union. These Rules and Regulations will be made available to any employee or authorized Union Representative from the Principal for in-office inspection one (1) day subsequent to such request.

ARTICLE XXI

PROBATIONARY EMPLOYEES

All newly hired employees shall be on probation for the first 90 workdays of employment. During this 90-work day period, the employer shall have the right to terminate a probationary employee.

Said terminations shall not be subject to the grievance procedure.

ARTICLE XXII

LAYOFF(S)

In the event the Board of Education exercises its right to layoff bargaining unit employees for reasons of economy, no per diem employee performing work previously performed by a bargaining unit employee shall be permitted to work in excess of 32 hours per week during the period of layoff for reasons of economy.

ARTICLE XXIII

DURATION

22.1 This agreement shall be effective as of July 1, 2021 and shall continue in effect until June 30, 2025, subject to the Union's right to negotiate over a successor agreement as provided by Chapter 303, Public Laws 1968.

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

22.3 This Agreement shall not be extended orally, and it is expressly understood and agreed that it shall expire on the date indicated, unless extended, in writing, by and between the parties hereto.

BOARD OF EDUCATION OF THE
CITY OF BAYONNE, NEW JERSEY

ATTEST:

By: _____
Board President

AFSCME NEW JERSEY COUNCIL 63
LOCAL 2251, AMERICAN FEDERATION
OF STATE, COUNTY & MUNICIPAL
EMPLOYEES, AFL-CIO

ATTEST:

By: _____
President

SCHEDULE A

For all Custodians hired after November 1, 1980. The Salary Guide for the years (July 1st

– June 30th) 2021/2022, 2022/2023, 2023/2024, and 2024/2025 is as follows:

Base - FY21		Yr 1 - FY22		Yr 2 - FY23		Yr 3 - FY24		Yr 4 - FY25	
Step	Amount	Step	Amount	Step	Amount	Step	Amount	Step	Amount
1	\$35,390	1	\$36,629	1	\$37,728	1	\$38,859	1	\$40,025
2	\$36,112	2	\$37,376	2	\$38,497	2	\$39,652	2	\$40,842
3	\$36,847	3	\$38,137	3	\$39,281	3	\$40,459	3	\$41,673
4	\$37,553	4	\$38,867	4	\$40,033	4	\$41,234	4	\$42,471
5	\$38,084	5	\$39,417	5	\$40,599	5	\$41,817	5	\$43,072
6	\$38,621	6	\$39,973	6	\$41,172	6	\$42,407	6	\$43,679
7	\$39,163	7	\$40,534	7	\$41,750	7	\$43,002	7	\$44,292
8	\$39,713	8	\$41,103	8	\$42,336	8	\$43,606	8	\$44,914
9	\$40,708	9	\$42,133	9	\$43,397	9	\$44,699	9	\$46,040
10	\$41,443	10	\$42,894	10	\$44,180	10	\$45,506	10	\$46,871
11	\$42,160	11	\$43,636	11	\$44,945	11	\$46,293	11	\$47,682
12	\$42,916	12	\$44,418	12	\$45,751	12	\$47,123	12	\$48,537
13	\$43,612	13	\$45,138	13	\$46,493	13	\$47,887	13	\$49,324
14	\$44,242	14	\$45,790	14	\$47,164	14	\$48,579	14	\$50,036
15	\$44,623	15	\$46,185	15	\$47,570	15	\$48,997	15	\$50,467
16	\$45,000	16	\$46,575	16	\$47,972	16	\$49,411	16	\$50,894
17	\$45,377	17	\$46,965	17	\$48,374	17	\$49,825	17	\$51,320
18	\$45,757	18	\$47,358	18	\$48,779	18	\$50,243	18	\$51,750
19	\$46,137	19	\$47,752	19	\$49,184	19	\$50,660	19	\$52,180
20	\$46,515	20	\$48,143	20	\$49,587	20	\$51,075	20	\$52,607
21	\$46,895	21	\$48,536	21	\$49,992	21	\$51,492	21	\$53,037
22	\$47,272	22	\$48,927	22	\$50,394	22	\$51,906	22	\$53,463
23	\$47,653	23	\$49,321	23	\$50,800	23	\$52,324	23	\$53,894
24	\$48,030	24	\$49,711	24	\$51,202	24	\$52,738	24	\$54,321
25	\$48,410	25	\$50,104	25	\$51,607	25	\$53,156	25	\$54,750
26	\$48,787	26	\$50,495	26	\$52,009	26	\$53,570	26	\$55,177
27	\$49,166	27	\$50,887	27	\$52,413	27	\$53,986	27	\$55,605
28	\$49,545	28	\$51,279	28	\$52,817	28	\$54,402	28	\$56,034
29	\$49,925	29	\$51,672	29	\$53,223	29	\$54,819	29	\$56,464
30	\$50,304	30	\$52,065	30	\$53,627	30	\$55,235	30	\$56,892
31	\$50,683	31	\$52,457	31	\$54,031	31	\$55,652	31	\$57,321
32	\$51,061	32	\$52,848	32	\$54,434	32	\$56,067	32	\$57,749
33	\$51,663	33	\$53,471	33	\$55,075	33	\$56,728	33	\$58,429
34	\$52,031	34	\$53,852	34	\$55,468	34	\$57,132	34	\$58,846
35	\$52,544	35	\$54,383	35	\$56,015	35	\$57,695	35	\$59,426
36	\$52,829	36	\$54,678	36	\$56,318	36	\$58,008	36	\$59,748

SCHEDULE B

For all Engineers/Custodians hired after November 1, 1980. The Salary Guide for the years (July 1st – June 30th) 2021/2022, 2022/2023, 2023/2024, and 2024/2025 is as follows:

Base - FY21		Yr 1 - FY22		Yr 2 - FY23		Yr 3 - FY24		Yr 4 - FY25	
Step	Amount	Step	Amount	Step	Amount	Step	Amount	Step	Amount
1	\$39,700	1	\$41,090	1	\$42,322	1	\$43,592	1	\$44,900
2	\$40,535	2	\$41,954	2	\$43,212	2	\$44,509	2	\$45,844
3	\$41,386	3	\$42,835	3	\$44,120	3	\$45,443	3	\$46,806
4	\$42,205	4	\$43,682	4	\$44,993	4	\$46,342	4	\$47,733
5	\$42,829	5	\$44,328	5	\$45,658	5	\$47,028	5	\$48,438
6	\$43,460	6	\$44,981	6	\$46,331	6	\$47,720	6	\$49,152
7	\$44,101	7	\$45,645	7	\$47,014	7	\$48,424	7	\$49,877
8	\$44,749	8	\$46,315	8	\$47,705	8	\$49,136	8	\$50,610
9	\$45,478	9	\$47,070	9	\$48,482	9	\$49,936	9	\$51,434
10	\$46,205	10	\$47,822	10	\$49,257	10	\$50,735	10	\$52,257
11	\$46,946	11	\$48,589	11	\$50,047	11	\$51,548	11	\$53,095
12	\$47,704	12	\$49,374	12	\$50,855	12	\$52,380	12	\$53,952
13	\$48,396	13	\$50,090	13	\$51,593	13	\$53,140	13	\$54,735
14	\$49,029	14	\$50,745	14	\$52,267	14	\$53,835	14	\$55,450
15	\$49,408	15	\$51,137	15	\$52,671	15	\$54,252	15	\$55,879
16	\$49,786	16	\$51,529	16	\$53,074	16	\$54,667	16	\$56,307
17	\$50,165	17	\$51,921	17	\$53,478	17	\$55,083	17	\$56,735
18	\$50,542	18	\$52,311	18	\$53,880	18	\$55,497	18	\$57,162
19	\$50,923	19	\$52,705	19	\$54,286	19	\$55,915	19	\$57,593
20	\$51,301	20	\$53,097	20	\$54,689	20	\$56,330	20	\$58,020
21	\$51,680	21	\$53,489	21	\$55,093	21	\$56,746	21	\$58,449
22	\$52,059	22	\$53,881	22	\$55,497	22	\$57,162	22	\$58,877
23	\$52,439	23	\$54,274	23	\$55,903	23	\$57,580	23	\$59,307
24	\$52,688	24	\$54,532	24	\$56,168	24	\$57,853	24	\$59,589
25	\$53,069	25	\$54,926	25	\$56,574	25	\$58,271	25	\$60,020
26	\$53,322	26	\$55,188	26	\$56,844	26	\$58,549	26	\$60,306
27	\$53,572	27	\$55,447	27	\$57,110	27	\$58,824	27	\$60,588
28	\$53,827	28	\$55,711	28	\$57,382	28	\$59,104	28	\$60,877
29	\$54,078	29	\$55,971	29	\$57,650	29	\$59,379	29	\$61,161
30	\$54,332	30	\$56,234	30	\$57,921	30	\$59,658	30	\$61,448
31	\$54,584	31	\$56,494	31	\$58,189	31	\$59,935	31	\$61,733
32	\$54,836	32	\$56,755	32	\$58,458	32	\$60,212	32	\$62,018
33	\$55,080	33	\$57,008	33	\$58,718	33	\$60,480	33	\$62,294
34	\$55,445	34	\$57,386	34	\$59,107	34	\$60,880	34	\$62,707
35	\$55,886	35	\$57,842	35	\$59,577	35	\$61,365	35	\$63,206
36	\$56,166	36	\$58,132	36	\$59,876	36	\$61,672	36	\$63,522
37	\$56,450	37	\$58,426	37	\$60,179	37	\$61,984	37	\$63,843

SCHEDULE C

DIFFERENTIAL – Those staff members in each of the following classifications shall receive the salary of a Custodian at their appropriate step on the guide place the differential as listed below:

CLASS I – Truck Drivers and Staff Personnel in Repair Department: \$2,500

CLASS II – Bus Drivers/Custodians: \$5,150

CLASS III – Maintenance and Repair Department Tradesman: \$4,400

CLASS IV – Engineers/Custodians: \$3,400

NOTE: No change in duties and responsibilities.

NOTE: Salary Schedules A through C will be effective July 1 of each year of the Labor Agreement as provided and under terms and conditions of the Labor Agreement.

LONGEVITY FOR ALL CUSTODIAL EMPLOYEES

10 to 14 years of service	\$800
15 to 19 years of service	\$1,000
Longevity shall increase to the following amounts	
20 to 24 years of service	\$1,500
Longevity shall increase to the following amounts	
25 years of service and over	\$2,100
Longevity shall increase to the following amounts	

NOTES:

1. CLASS I EMPLOYEES -REPAIR DEPARTMENT STAFF:

Employees under Class I shall be those employees serving as Truck Drivers and assigned to Repair Department and not performing tradesman like duties. Salary to be paid shall be salary of a custodian plus differential as per Schedule C so long as they remain in such assignment.

2. CLASS II EMPLOYEES – BUS DRIVERS/CUSTODIANS:

Employees under Class II shall be those employees assigned to Bus Driver duties. Salary to be paid shall be the salary of a custodians, plus differential as per Schedule C so long as they remain in such assignment.

3. CLASS III EMPLOYEES – REPAIR DEPARTMENT:

Employees under Class III shall be those employees assigned to Maintenance Department and performing tradesman like duties. Salary to be paid shall be salary of a custodian, plus differential as per Schedule C so long as they remain in such assignment.

4. BUILDING ENGINEERS/CUSTODIANS:

Are required to perform ordinary in-building repairs including boiler room painting and other tradesman like duties. A special priority of the engineer will be to reduce energy output. Each building engineer is to suit energy-saving recommendations annually to the building principal.

5. PROMOTION BY APPOINTMENT:

Employees being promoted after July 1, 1987, by appointment, including employees being promoted/appointed and assigned to a position as indicated on Schedule C shall receive their salary as per their salary scale step at the time of promotion/appointment and assignment plus the differential as per Schedule C. All Custodians promoted to the position of Engineer/Custodian after July 1, 1978, would transfer to the Engineer/Custodian Salary guide at the same step that they hold on the Custodian Salary Guide at the time of the promotion.

6. PART-TIME DRIVERS:

Part-time drivers will be utilized on an as needed basis, paid at the rate of \$16.72 per hour, and not eligible for any benefits under the agreement (e.g. Health, holidays, vacation, etc.). Part-time drivers will not include bus drivers. Part-time drivers will be used only for out of district placed students. In emergency situations, part-time drivers may be required to work additional hours on an as needed basis.

SICK LEAVE BANK

The Bayonne Board of Education and AFSCME New Jersey Council 63, Local 2251 (Custodial and Maintenance Employees) have agreed to establish a sick leave bank for employees in the bargaining unit who are eligible to participate.

The “Sick Leave Bank” shall be administered by three (3) members selected by the Board of Education and three (3) members selected by AFSCME New Jersey Council 63, Local 2251, (“Custodial and Maintenance Employees) who are eligible to participate in the program.

GUIDELINES FOR SICK LEAVE BANK:

1. Employees in the bargaining unit who are eligible for sick leave benefits under Chapter 30 of Title 18A of the New Jersey Statutes shall be eligible for consideration for participation in this program.

2. No member is obligated to participate in this program.

3. For the 2016-2017 school years, any member of AFSCME New Jersey Council 63, Local 2251, (Custodial and Maintenance Employees) is eligible for participation in the “Sick Day Bank.”

4. Beginning each September thereafter, any member wishing to participate must donate at least one (1) day per year. Those who do participate can donate any number of their own accumulated sick days as they so desire. Any donation of sick days must be in writing, signed by the member donating their accumulated sick days, and specifically set forth the number of accumulated sick days that the employee is donating.

5. Any participating bargaining unit member may apply to the committee for sick days from the bank.

6. Said member’s application must include the number of days being required and the reasons for said request. This shall be accompanied by medical documentation justifying a need for an extended leave of absence.

7. A member shall be granted days from the “Sick Leave Bank” beginning thirty (30) school days after the employee has exhausted his/her current said accumulated sick time.

8. Members shall be granted no more than seventy-five (75) additional sick days from the bank for the same disability, with one exception below.

(a) Any member who has exhausted his/her seventy-five (75) additional sick days may reapply to the Committee. The member must submit an application with additional

medical information showing that an extension is warranted. The Committee shall then consider the new request for additional days.

9. If the member does not utilize all of the donated days to cover absences resulting from the purpose of the request, the unused days shall revert back to the "Sick Leave Bank."

10. No individual shall be eligible to use more than one hundred (100) days from the bank in any five (5) year period.