

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

Pritchard Industries LCC

AT

MONROE TOWNSHIP SCHOOL DISTRICT,

NEW JERSEY

AND

**MONROE TOWNSHIP FEDERATION OF TEACHERS
LOCAL 3391**

EFFECTIVE: JULY 1st, 2021 TO AUGUST 31, 2023

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PREAMBLE

THIS AGREEMENT between PRITCHARD INDUSTRIES LLC, hereinafter referred to as the "Company" or the "Employer," and the MONROE TOWNSHIP FEDERATION OF TEACHERS, Local 3391, NJSFT, AFT, AFL-CIO, hereinafter called the "Union" or "Federation" as sole and exclusive bargaining agent for all custodians, grounds, and maintenance workers employed by the Company working at Monroe Township job locations.

ARTICLE 1 - RECOGNITION

Section 1. The Company recognizes the Monroe Township Federation of Teachers, Local 3391, NJSFT, AFT, AFL-CIO as the sole and exclusive bargaining agent for all regular full-time and regular part-time Company custodial, grounds, and maintenance, HVAC and courier personnel working at Monroe Township except:

- a) Maintenance Manager
- b) Custodial Manager
- c) Clerical and secretarial personnel
- d) Other supervisory personnel in these areas, including head custodians, head grounds persons and group leaders.

Section 2. There shall be no prohibition against the hiring of relatives of employees, provided the employees are not in a direct reporting relationship.

ARTICLE 2 - NON-DISCRIMINATION

Section 1. The parties affirm their intent, as required by existing statutes, to follow a policy of not discriminating against any employee on the basis of race, color, creed, national origin, sex, age, marital status, veteran status, sexual orientation, handicap, religion, gender identity, or expression, ancestry, civil union, domestic partnership status, or membership or participation in or association with legal activities of an employee organization or for any reason prohibited by federal, state or local law(s).

Section 2. Gender. The use of pronouns "he" or "she" and the suffixes "men" or "women" shall not be interpreted to refer to members of only one sex but shall apply to members of either sex.

Section 3. Americans with Disabilities Act. This Agreement shall be interpreted to permit the reasonable accommodation of disabled persons as required by state and/or federal law, including the Americans with Disabilities Act (ADA). In the event such conflicting accommodation is permitted only if required to comply with said laws, the parties, at either party's request, shall meet to discuss the proposed accommodation. The parties agree that any accommodation made by the Employer with the respect to job duties or any other term or condition of employment shall not in any way become applicable to any other individual, class or group of employees, but shall apply only to the person or persons accommodated in this particular situation. The fact that such person or persons was accommodated, and the manner and method of such accommodation, shall be without precedent and, therefore, may not be used or relied upon by any person for any purpose at any time in the future. No reasonable accommodation shall adversely affect the seniority rights of any bargaining unit member.

ARTICLE 3 - DEFINITIONS

Section 1. Employees shall fall under the following classifications:

- a) Regular Full-time Employee - an employee regularly scheduled forty (40) hours per week. Such employee is included in the bargaining unit.
- b) Regular Part-time Employee - an employee regularly scheduled twenty (20) hours or more per week, but less than forty (40) hours per week. Such employee is included in the bargaining unit. Part-time employees will receive pro-rated benefits based on normal scheduled hours, except as otherwise provided herein or in the pertinent benefit plan documents.
- c) Temporary or Substitute Employee - an employee hired on a temporary basis to replace or supplement regular employees absent for illness, vacation, on restricted duty or leaves of absence, or to provide for peak period staffing for boiler watch between October 15 and April 15 (Black Seal). Such employee is not in the bargaining unit and shall not be eligible for fringe benefits provided under this contract.

Section 2. The Company shall not use Temporary or Substitute Employees to defeat the purposes of this contract. After one hundred twenty (120) calendar days of service, a

Temporary employee shall become a Regular employee and thus shall be in the bargaining unit. If an employee works one hundred twenty (120) days and is hired into a regular position, he/she does not have to serve the probationary period. Temporary Employees shall not be laid-off and rehired by the Employer in order to avoid the 120 days of service. The Union will be notified when a temporary employee works 100 days.

ARTICLE 4 - UNION MEMBERSHIP AND DUES CHECKOFF

Section 1. Union Membership. It shall be a condition of employment that all employees of the Company covered by this Agreement who are members of the Union in good standing on the effective or execution date of this Agreement, whichever is later, shall remain members in good standing; and those who are not members on the effective or execution date of this Agreement, whichever is later, shall upon completion of probation following the effective or execution date of this Agreement, whichever is later, become and remain members in good standing of the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective or execution date, whichever is the later, shall on the completion of their probationary period following the beginning of such employment become and remain members in good standing in the Union.

Section 2a. Dues Check-off. In accordance with statutes and federal labor laws, the Company agrees to deduct from the salary of each employee from whom it receives an authorization to do so, the required amount of payment of Federation dues. The Company will provide authorization forms for dues deduction, and Federation membership application cards to each employee at their date of hire and shall notify new employees that Federation membership is a condition of employment. The Company will forward a copy of each signed card (when received) to the Federation. Such payments, accompanied by a list of employees for whom deductions have been made and the amount of the deductions, shall be forwarded to the Federation Treasurer for the Local within thirty (30) calendar days initially. After the initial list is forwarded to the Federation at the beginning of the fiscal year, only modifications to the list shall be sent to the Federation, in addition to the appropriate sum each month for the balance of the work year. Such sums shall be forwarded to the Treasurer of the Local by the thirtieth (30th) of each month for the previous month.

Section 2b. Dues deductions. Dues shall be deducted from the employees' pay on a per pay period basis in an amount to be certified by the Federation Treasurer.

ARTICLE 5 - GRIEVANCE PROCEDURE

Section 1. Definition. A grievance is defined as a dispute concerning the interpretation or application of the specific terms or conditions of this Agreement.

Section 2. Informal Procedures. Any employee with a grievance must attempt to resolve the issue by discussion with the Company on-site supervisor. The employee may be accompanied by a Federation representative if the employee desires. Such informal discussion shall be held within seven (7) calendar days of the underlying event. The employee or the Union Steward must tell the supervisor they are discussing a 1st step grievance

Section 3. Formal Procedures. A grievance must be presented in the following manner

Step One: A grievance shall be presented in writing within fourteen (14) calendar days of the occurrence of the underlying event, or of the time from when the employee could be reasonably expected to have become aware of the underlying event giving raise to the grievance. The grievance shall be presented to the Director of Facilities who shall within seven (7) calendar days of receipt meet with the grievant in an effort to adjust the matter to the satisfaction of all concerned (holidays and vacation days shall not count for this purpose). The decision of the Director of Facilities shall be presented in writing to the Union within seven (7) calendar days of the date of the meeting held to discuss the written grievance.

Step Two: The decision of the Director of Facilities may be appealed in writing to the District Manager by the Union and presented to the District Manager or Director of Facilities within fourteen (14) calendar days after receipt of the Director's written decision.

The District Manager shall review the Union's written appeal and shall, within fourteen (14) calendar days (excluding holidays) after receipt of the written appeal, make a decision as to the appeal and communicate it in writing to the Union. The District Manager's decision shall be considered timely if it is mailed and bears a postmark within the fourteen (14) days' time limit to respond.

Step Three: If the Union is not satisfied with the resolution of the grievance at Step Two, a written demand for arbitration must be presented to the Company within fourteen (14) calendar days (excluding holidays) of receipt of the decision by the District Manager. Arbitration shall be under the rules and regulations of the American Arbitration Association. It is expressly understood that the arbitrator shall have no power to add to or subtract from the terms of the Agreement and in no event may render an award as to any matter

expressly withheld from his/her jurisdiction by this Agreement.

Section 4. The time limits set forth in Steps One, Two and Three are absolute and may not be amended without the written consent of the Union and the Company prior to the expiration of the time period for which an amendment is sought. If an amendment is agreed to by the parties, it shall only be for the particular grievance then under consideration. The granting of an amendment to the time limitations set forth in the Grievance Procedures in any case or cases shall not constitute a past practice of amending or otherwise not complying with the time limits set forth in the grievance procedures. The time limits set forth in Steps One, Two and Three are jurisdictional and the grieving party shall forfeit its right to proceed with additional steps of the grievance procedure in the event that they are not adhered to. In such an event the grievance shall be deemed to have been withdrawn and shall not, thereafter, be considered arbitral, in the event that the party responding to the grievance shall not comply with the time limits set forth in Steps One or Two, the responding party shall be deemed to have forfeited their position on the grievance.

Section 5. Grievance forms shall contain at least, (a) the nature of the grievance and the date of occurrence, (b) the Section of the Contract claimed to be violated, (c) the results of previous discussions, and (d) the relief sought by the grievant.

Section 6. It is expected that meetings held under this procedure will be conducted at a place which will afford an opportunity for all persons proper to be present. For each formal or informal step, "proper persons" shall include the Company representative, the grievant, the authorized Federation employee, and bona fide witnesses. In the event meetings are held during working hours, by mutual consent, none of the persons proper to be present shall suffer any loss of pay.

Section 7. If the grievant requests; a representative of the Federation shall have the opportunity to be present at all grievance hearings.

Section 8. The grievant may be an individual employee, a group of employees, or the Federation on behalf of the employee(s).

ARTICLE 6 - RIGHTS OF THE PARTIES

Section 1. The Company shall make provisions so that the Federation shall have the authorized use of a bulletin board which will be purchased by and installed by the Federation for the posting of official Federation notices and announcements. The Company

will not prevent the posting of Federation notices providing the material is neither derogatory nor defamatory in nature.

Section 2. The Federation shall have the reasonable use of employee mailboxes for distributing mailing pieces and reasonable use of the inter-school mail system, provided the Federation assumes responsibility to assure that such material is not accessible to students.

Section 3. The Company shall make its best efforts in order that the Federation shall be provided the privilege of using the school building for meetings when such facilities are not in use, and in accordance with School Board policy for building use. Designation of meeting areas shall be determined by the School Administration. The privileges set forth in this Article 6 for the Federation shall be subject to the Company's obtaining the permission of the School District to provide same.

Section 4. The Company agrees to compensate the Union Steward for a minimum of fifteen (15) and a maximum of sixty (60) minutes when requested by the Director of Facilities to attend meetings or hearings after working hours for Union business with members of the Bargaining Unit.

Section 5. The Company will not prevent Federation officers from visiting schools, provided that it is the Federation's responsibility to give notification to the Building Administrator and the Employer's Director of Facilities, prior to said visit and to ensure that such visits shall not interrupt work or normal school operations. If the Director of Facilities is unavailable by telephone, then a message will be left on the answering machine at the Employer's Office.

Section 6. If the Company changes the payroll system or payroll administrative process, the operation will comply with the new process and employees will be notified of any changes that affect the employees.

ARTICLE 7 - MANAGEMENT RIGHTS

Section 1. Management of Company operations and direction of the work force is vested exclusively with the Company. Except where expressly abridged by specific terms of this Agreement, the Company retains the sole right to exercise the customary functions of management, whether or not previously exercised by the Company or management of the School District prior to its exercise under this Agreement. These functions include, by way of

example but not by way of limitation: the right to determine the type of work to be performed or the number of employees to be employed at any time; to schedule and assign work; to establish new jobs; to eliminate jobs; to increase or decrease the number of job positions; to determine the schedule and time of shifts; to maintain and improve skill, efficiency, ability and productivity of its employees; to hire, promote, transfer and lay off employees; to subcontract work; to set work standards and maintain performance records; to establish and require employees to observe reasonable rules and regulations; to demote, discipline, suspend, transfer employees for disciplinary reasons or discharge employees for just cause.

Section 2. Proposed work rules shall be in writing and shall be posted in every worksite and emailed to the Federation Office within ten (10) working days in advance of their effective date. Any grievances concerning the issuance, subject matter content, or application of the work rules shall be filed within five (5) days from the date the email was sent. The grievance must contain the Article and Section of the contract that has been violated. If no grievance is filed within the five (5) days from the effective date, the work rules shall be deemed to be acceptable to the Union and the subject matter, content and application of said rules shall not thereafter be arbitral and an arbitrator shall not have the authority to modify, suspend, revoke or alter said rules.

ARTICLE 8 - EVALUATIONS

Section 1. If the employee is evaluated, they will be provided with a copy of the evaluation and may submit a written rebuttal which shall be attached to the evaluation. The employee shall sign a copy of the evaluation as an indication that the evaluation has been received and read by the employee. Evaluations shall be kept in the employee's permanent folder and shall be made available to the employee within twenty-four (24) hours of the request.

Section 2. No adverse formal or informal evaluation shall arise from lack or inadequacy of equipment, facilities, supplies, or training where such lack or inadequacy existed by reason of the Company's decision, or by other reasons beyond the employee's control.

Section 3. An employee has the right to review his/her permanent folder with twenty-four (24) hours' notice to the Director of Facilities, and the right to make one set of copies of any documents therein at no charge to the employee. The employee may be accompanied by a

Union representative or may authorize, in writing, a Union representative to review and make copies of any document in the employee's permanent folder.

ARTICLE 9 - DISCIPLINE & DISCHARGE/JUST CAUSE

Section 1. No employee who has successfully completed the probationary period shall be disciplined, suspended, transferred for disciplinary reasons, or discharged without just cause.

An Employee may submit a written rebuttal to any notice of disciplinary action. An employee's signature on the written record of a disciplinary action does not constitute agreement with the action or an admission of guilt but indicates only that the employee has received notice of the discipline.

There are two (2) kinds of official warnings: verbal and written. A verbal warning is a record of a discussion that takes place in which the manager has counseled the person about a particular problem. It is placed in the personnel file for future reference, it records dates, events, etc. as a reminder of what was said. Under exceptional and/or appropriate circumstances, the Informal process of verbal warning may be omitted.

Section 2. The parties recognize the principles and need for a method by which progressive discipline shall be provided. The Employer will administer progressive discipline as follows:

- a) Verbal warning.
- b) First written warning.
- c) A final warning and disciplinary suspension of up to three (3) scheduled consecutive workdays.
- d) Suspension pending investigation and decision to discharge.

Section 3. The progressive disciplinary steps described in Section 2 will not be applied, and employees will be subject to suspension or summary discharge in cases of serious misconduct, such as, including but not limited to, gross insubordination; fraud, theft, or misappropriation of company or client funds or property; operating a company vehicle without a valid driver's license, punching in or out for another employee or any other falsification of records; vandalism; use, possession, sale, distribution, or being under the influence while at work of alcoholic beverages or illegal drugs or other controlled substances; possession of firearms or illegal weapons at the work place or while on duty; engaging in, abetting, or threatening violence, physical harm, or abuse of fellow employees,

management, or customers; absence for three (3) consecutive scheduled work days without calling in, or other conduct of a similar nature, seriousness, or culpability.

Section 4. In any disciplinary proceeding, the Employer may not consider and/or utilize any material adverse to the employee that occurred more than twelve (12) months prior to the current disciplinary action, provided no other disciplinary action has been taken against the individual within those twelve (12) months.

Section 5. An employee shall be permitted to have a Shop Steward or Union Representative at any meeting with the Employer, or its agents, which meeting is for the purpose of investigating alleged misconduct by the employee that might be the basis for, or which may result in, discharge, suspension or other disciplinary action with respect to the employee. If the employee indicates that he/she wishes a steward to be present, and one is not available, the disciplinary meeting shall be temporarily postponed unless it is suspension or suspension with intent to discharge. In such cases, another bargaining unit person of the employee's choosing shall be asked to sit in as a witness. If it is not a suspension or suspension with intent to discharge, the discipline shall be delayed until the employee's next shift.

Section 6. Absence and tardiness issues shall be considered together on a separate track from other disciplinary issues. The progressive discipline steps described under Section 2 will be applied.

Section 7. All discipline shall be administered in an equitable and consistent manner. Disciplinary actions shall be subject to the grievance and arbitration procedure. The Union will be notified within five (5) days of the issuance of the disciplinary action, at such time the timeline begins for the filing of a grievance. An employee shall be entitled to Union representation as provided above. The Company must state at time of infraction to employee, and/or union the companies' intent to discipline. The Union will allow twenty-one (21) working days for purposes of investigation.

Section 8. Any adverse report shall be communicated to the employee before it is submitted to the Facilities office.

ARTICLE 10 - WORKING CONDITIONS

Section 1. Lunch and Rest Periods. All employees shall receive a paid lunch period of thirty (30) minutes. Lunch period shall normally be duty-free; however, if the Company

requires the employee to perform work during a normal lunch period an alternate duty-free lunch period shall be provided. Employees shall remain in the designated lunch area and have access to lavatory, and cafeteria/kitchen during their lunch periods. One employee per shift, which could be the supervisor, will be allowed to leave the school grounds for a period not to exceed fifteen (15) minutes for the purpose of picking up lunch for fellow employees. Night shift employees shall punch in and out during their lunch period. However, during the first shift, the person leaving the grounds must first have notified the administrative office at the school and the Employer's office prior to his departure and upon his return. A second shift employee must notify his supervisor or designee prior to departure and return. Employees shall enjoy a fifteen (15) minute rest period for every four (4) hours of a shift. The areas are designated by management and are currently: (Williamstown Middle School: day - custodial office/ night- teacher's lounge; Williamstown H.S.: teachers dining area, Oak Knoll School: day - custodial room/night, Holly Glen School: day - custodial office/night - custodial room, Radix School day - custodial room/night - teacher's room, Whitehall School: day - custodial room/night - custodial room, Maple Grove Administration: night - basement break room).

Section 2. Emergency School Closings. In the event that schools are closed due to inclement weather or other extraordinary circumstances, employees shall be contacted wherever possible at least one (1) hour prior to the normal starting time. The Company shall establish an employee contact procedure for this purpose. Employees are expected to work on school snow days. However, any employee legitimately sick on a snow day will be allowed to use a sick day, provided they employee has unused sick days. The Company reserves the right in cases of abuse or suspicious circumstances to require an employee to provide a doctor's certification or proof of illness on such date.

Section 3. Work Schedule: Full-time employees shall normally be scheduled for forty (40) hours of work per week, inclusive of thirty minutes (30) paid lunch periods. The normal work week shall be from Monday through Friday for employees hired before November 17, 1992. Employees hired after November 17, 1992 may be assigned to work a flexible work week (a non- Monday-Friday week) and/or weekend hours at the sole discretion of the Company. Scheduled weekend work not assigned to employees working a flexible work week shall be assigned under the provision of the Overtime section of this Agreement

Section 3(a). During the school year, an employee(s) regular schedule will not be changed

without the employee receiving two (2) weeks advance notice.

Section 3(b) Call Back. If a call back HVAC technician is contacted for emergencies on the weekend to diagnose a problem and remotely rectifies the problem using a company issued lap top computer, the employee will be paid a minimum of two (2) hours. If the employee must physically come to the job site in order to rectify the problem a minimum of four (4) hours will be paid. If a holiday falls on a Friday before or Monday following the weekend, the holiday will be considered as part of the weekend for call back purposes. If the employee is not called over the weekend, no pay will be issued. Call back duty will be rotated among the technicians and a call back schedule for the year will be provided in advance. In the event the scheduled call back employee cannot work a particular weekend, he/she will be responsible for coordinating coverage with the other technicians. In emergency situations, and when no HVAC technician is available, the supervisor will provide coverage for that weekend.

Section 4. Call-In-Procedure. When an employee will be absent due to illness, he/she shall contact the Employer's office in advance of his/her normal reporting time. All employees shall contact the Employer's office at least two (2) hours in advance of their normal starting time, unless unable to do so because of bona fide emergency. It shall not be the responsibility of the employee to secure a substitute. When an employee will be late he/she will contact the Employer's office before the start of his/her scheduled work shift.

Section 5 - Probationary Employees. New employees shall serve a probationary period of ninety (90) calendar days. Upon successful completion of the probationary period, the employee will receive all benefits retroactive to the date of hire except vacation, holiday, sick days and medical benefits. The probationary employee may be discharged at any time prior to the end of the probationary period for any reason. Every effort will be made to inform probationary employees of shortcomings which may result in termination during or at the end of the probationary period for the purpose of affording an opportunity to improve performance.

5(a). That the employee will be provided with a copy of said notice of intent and may submit a written rebuttal which shall be attached to said notice, otherwise the discharge or termination of a probationary employee shall not be subject to the grievance and arbitration provisions of this Agreement. All days that an employee works as a temporary employee shall be included in computing the ninety (90) calendar day probationary period.

Section 6. Non-Reprisal Agreement. The parties agree that neither shall discriminate

against, nor engage in, reprisals against any person or party related to this dispute by reason of the negotiations leading to this Agreement, for the life of this Agreement. The parties also agree not to discriminate against nor engage in reprisals against any employee or Federation officer in oral or written form for exercising rights provided for in this Agreement or for action taken to enforce this Agreement or for similar action taken in accordance with law.

Section 7. Liaison. Once per quarter a committee comprised of three (3) members of the bargaining unit selected by the Union shall meet at an appropriate time with the Company to discuss items of mutual concern. Initiation of such meeting shall be in writing and a list of agenda items to be discussed shall be provided by the committee.

Section 8. Work Shift. The regular work shift for custodial, grounds, and maintenance workers shall be eight (8) hours per day, inclusive of the one-half (1/2) hour paid lunch period. Except in the case of unforeseen circumstances, the Employer will make every effort to provide reasonable notice to employees who may temporarily or permanently be affected by shift changes.

Section 9. Workload. It is the intention of the Company to provide a fair and equal workload. No employee shall be required to work an overtime shift in excess of eight (8) hours during holidays and weekends.

Section 10. No employee shall be required to perform tasks requiring training for which they have not been trained. Supervisors have the ultimate responsibility to insure employees have been properly trained.

Section 10(a). Once per year the Company shall have a training course. The Company shall pick a day in any calendar year for such training. Training must include but not limited to: Snow Blower Operations, PPE, Ladder Safety, Blood Borne Pathogens, Integrated Pest Management, Slips, Trips & Falls. Lock Out – Tag Out and any other mandated State or Federal compliance training.

Section 11. Weekend/Holiday Snow Removal. The weekend/holiday snow removal plan shall encompass two (2) teams of callback (Team A and Team B). Members shall be selected for specific teams through mutual agreement of the Director of Facilities and the Union Steward in order to form teams which can best meet the needs of the district while taking into consideration the needs of the individual members. Team members shall be informed of their team assignments and the weekends/holidays for which they are to remain available by October 15 of each year. The names of the new hires shall replace the name of

employees who left employment and they shall be informed of their team assignments and related information at the time of hire. Both teams are subject to the provisions of Articles 10.2 and 10.3. Each team shall be available to provide weekend/holiday snow removal for alternate weekends (for the purpose of balanced scheduling) starting with the first weekend in December to the last weekend in March. Team(s) members will be contacted by the management. Management will mobilize the snow removal team(s) in order to meet the needs of the district. This mobilization may require the callback schedule of the teams to be extended in the event of snowstorms that occur out of the assignment period. In the event of excessive amounts of snow, and by mutual agreement of the captains and management, both teams will be called for snow removal. Management shall provide an appropriate level of snow removal equipment for each building (snow blowers, shovels, ice removal equipment, etc.), and train the employees for the use of such equipment.

Section 12. Calculation of Pay. Employees' time will start when the employee clocks in and the employees' time will stop when the employee clocks out. No employee is permitted to perform any work for the Company when not clocked in.

ARTICLE 11-SENIORITY

Section 1. Seniority. Seniority shall be credited for continuous service with the Monroe Township School District and/or the Company, from the date of initial hire. For purposes of overtime, call-back, transfers, and layoff; seniority by classifications of custodial, grounds and maintenance shall apply. For all other purposes, bargaining unit seniority shall apply. Upon request, the Company shall provide the Federation on a monthly basis an updated seniority list.

Section 2. Overtime. An employee required to work more than forty (40) hours per week shall be paid for such additional hours at a rate of time and one-half the employee's regular hourly rate. Employees shall be allowed to accept overtime based on seniority, provided that if no employee accepts overtime, the least senior employee may be required to work overtime as necessary on a rotating basis. In order to ensure fairness in scheduling of overtime, a rotating list shall be maintained so that no employee shall be afforded an opportunity to work overtime twice until all others in the classification have been afforded an opportunity to work overtime once. Such rotation will be by building. In the case there are no volunteers in the building for Black Seal positions, the Company will seek volunteers, by seniority, from the Districtwide maintenance Black Seal list. The Company shall seek volunteers from the HVAC workers first, by seniority and rotation. If HVAC workers do not

volunteer, the Company will seek volunteers for the other maintenance Black Seal employees on the list, by seniority. If no maintenance employees volunteer, custodial employees with a Black Seal shall be given the opportunity to volunteer, by seniority. Mandatory overtime for Black Seal can be offered to supervisors first, then mandatory on a rotating basis in inverse order of seniority. In the case of emergency, such that there is insufficient time to utilize the seniority lists, management or supervisors may perform the required work.

Available overtime opportunities shall be posted two (2) weeks in advance for the following two (2) weeks, posted on Friday whenever possible. For the purposes of overtime, one HVAC or maintenance worker shall be assigned to a single building who shall have the first right of refusal for all overtime. Buildings with no assigned HVAC or maintenance worker shall be covered by the other HVAC and maintenance workers on a rotating basis.

Section 3. Call-Back and Pre-Arranged Time. If an employee is called back to work to cover for an emergency, the employee shall be guaranteed a minimum of two (2) hours of pay. If an employee accepts a pre-arranged assignment at a time other than the employee's regularly scheduled shift, there is no guarantee of hours. Call-back and/or Pre-Arranged Time shall be handled on the same rotational basis as defined in Article 11, Section 2. If no employee accepts the offer of pre-arranged time, the least senior qualified employee will be assigned and paid according to the call-back provisions of this section.

Section 4. Two Way Radios/Pagers/Mobile Phones. Those employees who are required to carry a two (2) way radio, pager or mobile phone, will be required to do so only during only working hours.

Section 5. Vacancies, Promotions, and Transfers. New or vacant positions shall be posted in each work site and sent to the Union at least ten (10) days prior to filling the position. The posting shall include job title, job description, work site, hours, days of work, the effective date, the closing date for applications, and rate of pay. Promotions to supervisory positions outside of the bargaining unit shall not be governed by the terms of this Agreement, except that a promoted bargaining unit employee shall have a thirty (30) day grace period in which to revert to the old position in the event that the employee is unable to perform acceptably in the new position.

Vacant or new positions within the bargaining unit shall be governed by the terms of this Agreement. The filling of new or vacant bargaining unit positions shall be based on criteria

including but not limited to attendance, safety, just cause issues, required certifications, and the ability to perform in the new position. If these criteria are equal, then seniority shall be the prevailing factor. The Company will provide appropriate training for employees transferring into new or vacant bargaining unit positions. An employee desiring transfer to a new work location may make written application, to include certification, past experience and ability to perform work, which shall be considered by the Company. An involuntary transfer shall not be made before an employee is provided a conference with the Director of Facilities and the Union Steward.

Employees currently filling flexible work week positions shall be afforded the opportunity to transfer to new or vacant Monday through Friday positions. The filling of new or vacant bargaining unit positions shall be based on qualifications and ability to perform in the new position. If these criteria are equal, then seniority shall be the prevailing factor. It is understood by the parties that the provisions of Article 9, Section 3 shall continue to apply to these employees. If it becomes necessary to reassign the employee to a flexible work week, the employee shall be given two (2) weeks prior notification.

When there is need for a replacement for a supervisor position due to leave of absence or other extended absence, a replacement who is a bargaining unit member will be paid at a rate which reflects one dollar (\$1.00) per hour increase over the employee's normal hourly rate of pay. However, for shorter absences of a day- to-day nature, there will ordinarily be no specific replacement or differential pay given. The Company agrees to pay one (1) hour at the overtime rate for the performance of lock-up duties in the absence of a supervisor when a supervisor would have normally performed the lock-up except during weekends, holidays and while the employee is already receiving overtime pay.

Section 6. Layoff. In the event of the necessity for a layoff, the Company shall provide the affected employees at least thirty (30) days' notice. Laid off employees shall have the recall rights for one (1) year from date of layoff. Upon return from layoff an employee's seniority and benefits shall be restored to the level they were as of the date of layoff. Unless a lay off is requested by the Board of Education, the parties agree to meet and discuss other alternatives on how to proceed.

Section 7. Safety. The Company shall make every good faith effort to comply with Federal and State safety regulations. The Federation and each employee shall assist in providing for a safe work environment. There shall be established a Safety Committee of

two (2) Federation members and two (2) Company members. The Committee shall meet quarterly to make recommendations. If an unsafe or hazardous condition which could result in immediate physical danger is observed to exist, the employee may stop work in that area and notify the Company of the condition. The Company shall inspect the condition and attempt to correct it. An employee injured on the job shall be entitled to prompt medical attention and shall suffer no loss in pay while seeking same.

Section 7(a). PPE – The Company shall provide the appropriate level of PPE that is required for the task the employee is performing. It shall be in accordance with the requirements as outlined in the safety data sheets. In the event of a change in chemical or change in the safety data sheet, the company will hold a safety training course to ensure all employees are aware and equip to handle these changes.

ARTICLE 12 - PAID LEAVES OF ABSENCE

Section 1. Sick Leave. Each employee hired prior to July 1st 2021 shall be entitled to one (1) day of sick leave for each full month of work. Unused sick days may be accumulated to a maximum of twenty-one (21) days or paid out in January and /or July not to exceed the maximum of twelve (12) days per year at the employee's option.

Any whole days or fraction of days not paid out shall remain in the employee's sick bank. Employees with current banks greater than twenty-one (21) days shall utilize the current bank for sick leave and be paid out twelve (12) days for yearly accrual until a bank of twenty-one (21) days has been reached. There shall be no pay-out of accrued sick leave upon separation from employment. Upon request, each employee shall be notified of the amount of accumulated sick leave during the month of December of each work year. In cases of questionable recurring absence, an employee may be notified that a physician's verification shall be required on alternative subsequent days of sick leave.

Employees hired after July 1st 2021 shall be entitled to 5 (five) sick days per year. The accrual of unused sick days for these employees shall be governed by the New Jersey Earned Sick Leave Law.

In those cases where an employee leaves work early because of illness, or has notified management at least two (2) working days in advance of a scheduled medical appointment, such time as is missed from the workday will be withdrawn from the employee's sick bank

and paid to the employee at the employee's rate of pay, provided the employee has accrued sick leave from which to draw.

Section 2. Death in the Family. Each employee, in the event of the death of a person in the below described categories, shall be granted paid leave in the number of days specified below, for the purpose of attending the deathbed or funeral.

a) An allowance of five (5) days shall be granted in case of the death of the employee's parents, spouse, spouse's parents, domestic partner, children, brother, sister, grandparents, grandchildren, legal brother-in-law, legal sister-in-law, son-in-law, daughter-in-law and significant others residing as a permanent member of the employee's household to attend services or settle estate matters. This allowance shall also be given for legally adopted members of the family and step-relationships as outlined in the previous sentence.

Significant others must present proofs of address, which may include, but are not limited to one of these:

- Utility or credit card bill issued in the past 90 days that shows your name at your current address
- Checking or savings account statement from a bank or credit union, issued within the past two years, showing address of employee.
- Original lease or rental agreement showing your name as the lessee or renter
- Property tax bill, statement or receipt from the past year
- Any letter or correspondence (including tax bills) received from the IRS or state tax office in the last year
- First-class mail received from any federal, state or local government agency in the past six month

b) An allowance of one (1) day shall be granted to attend the funeral of the employee's uncle, aunt, niece or nephew. The Company may require proof of death before providing this benefit. Employees may request to take other paid time off for bereavement purposes without regard to the notice requirements of that form of leave; such requests will be granted at the discretion of the Company but shall not be unreasonably denied.

Section 3. Training Leave. If an employee is required to attend a workshop or other training session during other than work hours in order to learn the use of equipment or other techniques relevant to the employee's job with the Company, the employee shall not suffer any loss in pay.

Section 4. Jury Duty. An employee required to serve on jury duty shall be paid the difference between jury duty fee and normal weekly salary not to exceed fifteen (15) working days per year. After such service, the employee shall be reinstated in the same position held prior to jury duty without any penalty.

Each employee assigned to jury duty shall advise the Director of Facilities in writing within five (5) school days of receiving notification. Benefits shall remain in effect during jury duty.

Section 5. Physical Examinations. An employee required to submit to a physical examination by the Company shall incur no cost for the examination. If the employee elects to use the employee's own physician for a physical examination, the employee shall incur the cost for such examination.

Section 6. Personal Days. All full-time employees shall be granted two (2) personal day's each calendar year. The employee shall give the Company at least seven (7) calendar days' notice of intent to take a personal day except for bona fide emergencies. The Company shall honor the employee's scheduling of a personal day unless an extreme scheduling difficulty requires the choice of an alternate day.

Section 7. Time Accrual Sheets: Upon request, the Company shall give each employee a printout sheet of accrued time (Vacation, Sick and Personal days) twice per year. One (1) on November 1st of each year and one (1) on July 1st of each year.

ARTICLE 13 - UNPAID LEAVES OF ABSENCE

Section 1. Child Rearing Leave. An employee anticipating the birth, adoption or foster placement of his or her child may apply for and will be granted an unpaid leave of absence under the following conditions:

- (a) A medical or legal certification of the anticipated date of birth, adoption or foster placement is provided.
- (b) Application in writing is made no less than sixty (60) days prior to the commencement of leave.
- (c) The leave shall be for up to three months, subject to a request to extend the leave for up to an additional three months.
- (d) Benefit accrual shall be frozen during the period of such leave.

Section 2. Emergency Leave/ Personal Leave. Employees may request up to sixty (60) days Personal or Emergency Leave if they have at least twelve (12) months' seniority. The employee must request Personal Leave in writing (30) days prior to the date of the requested leave. The employer shall not unreasonably withhold approval of such leave providing that the leave is compatible with the proper operation of the location. Emergency Leave may be requested on an Emergency basis, provided that upon the employee's return to work the employer may request documentation of the emergency. No employee shall be entitled to a personal leave of absence more than once in a twelve (12) month period, unless otherwise required by law.

Section 3. Military Leave. Any employee who enters upon active duty in the United States armed services in time of war or emergency or engaged in Reserve or national Guard duty will be granted a leave of absence in accordance with State and Federal law.

Section 4. Retention of Benefits. Upon return from a bona fide leave of absence, all benefits to which the employee is entitled, and which were frozen shall be reinstated.

Section 5. FMLA/NJFLA The Employer will comply with all applicable Federal and/or State leave laws. When an employee is out for an extended period due to medical disability may be granted a leave of absence for up to six (6) months, subject to medical documentation of the need for leave. If requested, the Employee must provide medical certification every thirty (30) days after the commencement of the leave. It is further understood that the employee who was hired to replace the employee out on leave may be laid off upon the return to work of the employee on leave without resort to the grievance procedure.

ARTICLE 14 - VACATIONS

Section 1. Full-time employees shall be entitled to vacation pay each calendar year under the following schedule: New hires shall earn one (1) workday per month beginning at the hire date and can be used after completion of the ninety (90) calendar day probationary period for a maximum total of ten (10) days.

After one (1) full year of employment, employees vacation time shall be front-loaded on January 1st of each year. For purposes of Anniversary and years of service dates, an employee's hire date shall be the deeming factor.

One (1) year to four (4) years	10 working days
Five (5) years to eight (8) years	12 working days
Nine (9) years to thirteen (13) years	15 working days

Fourteen (14) years to eighteen (18) years
Nineteen (19) years

17 working days
20 working days

Section 2. Employees shall receive their vacation check prior to going on vacation if they request it and provide four (4) weeks' advance notification to the Company.

Section 3. Employees must submit a written request for vacation fourteen (14) calendar days prior to the proposed vacation. The Company shall notify the employee in writing within seven (7) calendar days of receipt of the vacation request. Employees who have submitted requests for annual vacation prior to April 1 of each year shall be allocated vacation time in accordance with Article 11, Section 1. The Company shall notify those employees no later than April 15. All vacation requests received after April 1 will be handled on a first-come, first-served basis. Vacation requests that comprise ten (10) vacation days (inclusive of personal days) over a three (3) week period or more will not be granted. No vacations will be granted from August 15th until the completion of first full week of school.

Summer Vacation. All requests for summer vacation (last week in June, month of July, first three (3) weeks of August) submitted prior to April 1 of each year shall be allocated vacation time in accordance with Article 11, Section 1. The Company will notify each employee of approval or denial of the vacation request by April 15 of each year. All summer vacation requests received after April 1 will be handled on a first-come, first-served basis, and the employee will be notified of the approval or denial within two weeks of the receipt of the request. Once an employee has received approval for vacation, he/she cannot be bumped from the approved vacation because a senior employee wants that date. During the summer vacation period, the Company will allow a maximum of two (2) employees per school to be on vacation at any one time. The Company will allow three (3) employees at the High School and Middle School to take vacation at any one time. For those employees not assigned to any specific building, one (1) employee at a time in each classification will be allowed on vacation. Vacation requests in excess of two (2) weeks at a time inclusive of personal days, or for every Friday and Monday of the month off, will not be granted.

Other Vacation. Employees must submit a written vacation request prior to the requested vacation. The Company shall notify the employee of approval or denial of the request in writing within seven (7) calendar days of receipt of the vacation request. The Company will allow a maximum of one (1) employee per school to be on vacation at any one time. The Company will allow one (1) employee per shift at the High School and Middle School to be on vacation at any one time. Once an employee has received approval for vacation, he/she

cannot be bumped from the approved vacation because a senior employee wants that date. Vacation requests in excess of one (1) week will not be granted while school is in session.

Vacation - General. A master vacation schedule will be posted in each building. Each employee requesting vacation shall fill in the appropriate blocks on the master schedule. Legitimate business considerations may cause a vacation request to be disapproved, in the event of extreme business emergencies, vacation requests previously approved may be canceled. Prior to such cancellation, every effort will be made to find other means to address the emergency. In the event of such cancellation, or in the event of a personal emergency causing the employee to cancel an approved vacation, the employee shall be permitted to reschedule his/her vacation at the employee's earliest opportunity subject to the limitations contained in this Article.

ARTICLE 15 - HOLIDAYS

Section 1. All full-time employees shall be granted the following holidays:

New Year's Day	Labor Day
Martin Luther King Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday	Christmas Eve Day
Memorial Day	Christmas Day
Fourth of July	New Year's Eve Day

If a holiday falls on a non-workday, a substitute holiday shall be scheduled, or a day shall be added to vacation time. If a holiday falls on a scheduled school day, then a substitute holiday shall be scheduled.

To be eligible for holiday pay, an employee must work the scheduled day before and the scheduled day after a holiday unless the absence is excused (i.e. sick, vacation, personal days, bereavement, and jury duty).

Section 2. Overtime work on scheduled holidays shall be paid double time in addition to the paid holiday.

Section 3. In case an employee calls out sick on a scheduled workday which falls before

or after a holiday, and provides the required doctor's note, management reserves the right not to pay the employee for the holiday if there is a pattern of abuse of sick leave.

ARTICLE 16 - INSURANCE BENEFITS

All regular full-time employees are eligible for health and welfare benefits as outlined below.

CIGNA HEALTH (ONLY BASIC MV PLAN)

ALL GROUPS

Single	\$642.84	\$642.84	9.9% of SAL
Two participants	\$1,221.40	\$1,221.40	100% INCR COST
Three or more	\$1,832.10	\$1,832.10	100% INCR COST

Minimum Essential Coverage (MEC) Basic Plan:

Single Coverage: \$55.00 per employee per month

Employee Plus Spouse Coverage: \$55.00 per employee per month

Employee Plus Child Coverage: \$55.00 per employee per month

Family Coverage: \$55.00 per employee per month

ARTICLE 17 - HOURLY 401 (K) PLAN

All unit employees will be eligible to participate in the Pritchard Industries Inc 401k Profit Sharing Plan. Employees may elect to defer up to 100% of compensation on a pre-tax basis or make Roth contributions to the plan on an after-tax basis, subject to the Federal withholding requirements. The Company will make a matching contribution of 100% of the first 3% of employee salary deferral, and then 50% match on the next 2% of deferred salary.

ARTICLE 18 - SCHEDULE OF CLASSIFICATION AND WAGE RATES

Section 1. Minimum Hiring Rates.

Classification	<u>9/1/21</u>	<u>9/1/22</u>
Maintenance	\$15.50	\$15.75
Grounds keeping	\$14.25	\$14.75
Custodial	\$14.50	\$14.50
HVAC	\$21.50	\$22.00

All current employees with seniority dates dating prior to July 1st 2021 will have the option of getting the same terms should they forfeit any "better terms" concerning sick time and have same terms as new hires while retaining their seniority dates.

New hire rates may be paid at fifty cents (\$0.50) below the minimum hiring rates for the first ninety (90) calendar days of employment. The Company may increase the starting rate for individual employees to reflect their years of experience and job classification. In making

such distinctions, the Company agrees that no new employee will be offered more money than an existing employee with the same years of experience in that classification. The Company further agrees to alert the Federation of such distinctions no later than ten (10) calendar days after hire date, either by email communication or facsimile. This communication must include new hires' name, hire date, rate of pay & classification.

Driver/Grounds keeping/Custodial position. During the performing of either Grounds keeping, Maintenance or Custodial duties, the employee will receive the designated rate. During the performing of Driver duties, the employee will receive one (\$1.00) per hour in addition to their normal rate.

Section 2. Across the Board Increases. The Company will issue the following scheduled wage increases.

9-1-2021	9-1-2022
Custodians – 3.5%	Custodians – 3.5%
Groundskeeping – 3.5%	Groundskeeping – 3.5%
Maintenance – 3.5%	Maintenance – 3.5%
HVAC – 3.5%	HVAC – 3.5%

All employees hired before July 1st, 2021, are to have their hourly wage increase paid retroactively from September 1st 2021.

All employees hired before July 1st, 2021, that have declined to enroll in Pritchard's Health Care plan shall be paid retroactively from July 1st 2021 an additional (fifty) 50 cents to their hourly base pay.

Section 3. Shift Differential. Third (3rd) shift employees will receive an additional one dollar (\$1.00) per hour on their hourly rate.

Section 4. Black Seal Certificate Pay. The Company will reimburse the employee for the current rate of the Black Seal Certification. The Company may, at its discretion, reimburse the employee for a multi-year Black Seal Certification. If an employee, at his/her own initiative, wishes to take a Black Seal class to assist in the certification process, the Company will schedule and pay in full, for outside classes. The Company will also pay for workbooks and any training materials associated with such classes. (Certification may also be achieved without attending outside classes through a ninety [90] day on-site training program, provided by the Company.) Lost time from regularly scheduled work hours due to attendance at training classes may be made up, scheduled at the discretion of the Director

of Facilities. Black Seal certified Custodians and Grounds personnel providing Black Seal coverage at any given school shall receive one dollar (\$1.00) per hour in premium pay.

All employees with a current Black Seal license who utilize said license daily for the Company shall add an extra fifty-eight (58 cents) per hour to their base hourly rate. This provision shall apply only to one grounds' worker at any one time.

Section 5. Grounds Special Certification Pay. If the Company requires a grounds' worker to obtain a New Jersey State Pesticide Applicators License 3A and 3B, the company shall pay the cost of obtaining said license and add an extra fifty-eight (58 cents) per hour to their base hourly rate. This provision shall apply only to one grounds' worker at any one time.

Section 6. Prevailing Wage. The Company will comply with the New Jersey State Prevailing Wage Laws. Prevailing wage rates shall be posted at each work site and updated on a yearly basis or sooner as rate changes are enacted. A timesheet for each HVAC and maintenance worker reflecting the number of prevailing hours worked and rates shall be issued, collected and paid on a bi-weekly basis. When the completed timesheet is submitted, a copy of that timesheet shall be provided to the employee.

ARTICLE 19 - NEGOTIATION OF A SUCCESSOR AGREEMENT

Section 1. The parties agree to meet to commence negotiations in accordance with the labor laws governing this Agreement.

ARTICLE 20 - NO STRIKE/NO LOCK-OUT CLAUSE

Section 1. During the terms of this Agreement there shall be no strikes, work stoppages or slowdowns by the Union or any employee covered by this Agreement, nor any lockouts by the Company of its employees covered by this Agreement. This provision shall apply to all strikes, including sympathy strikes. Violation of this provision will be covered by the grievance/arbitration procedure set forth in Article 5 in an expedited arbitration.

ARTICLE 21 - GENERAL

Section 1. Uniforms.

Boot/shoe allowance is:

Custodian - \$90.00 per year

Maintenance / Grounds / HVAC - \$110.00 per year

The Company shall provide employees 5 shirts and 5 pants. New employees will be given smocks or t-shirts as availability at time of hire dictates until uniforms are procured on employee's behalf.

Grounds employees working outside shall be permitted to dress in a manner suitable for weather conditions, i.e., work pants, jeans, and polo and golf shirts. Shorts that comply with the uniform policy may also be worn, at the employee's discretion. Grounds employees shall wear ID badge or other Company identification when not wearing a Company issued uniform. Management, after consultation with the employees, shall determine what is appropriate dress when not in Company issued uniform.

A Uniform committee of three (3) Federation members shall be selected by the Federation.

Section 2. Event posting. The Company will provide a monthly schedule of all upcoming events on a bulletin board at every school.

Section 3. Conformity to Law. Should any provision herein be held or determined by any court or agency having jurisdiction, to be Invalid or unenforceable, then the same shall not invalidate the other provisions hereof.

Section 4. Totality. The Agreement Incorporates the total understanding between the parties as to all matters which wens the subject of negotiations. Nothing herein is to be construed, however, as preventing the parties from mutually agreeing to reopen a section of this Agreement.

Section 5. Fingerprinting Costs. The Company will reimburse fingerprint background checks after successful completion of the employee's ninety (90) day introductory period.

Section 6. Attendance award. One (1) additional vacation day per six (6) months will be awarded for perfect attendance. Any call-out or tardiness over 3 occurrences by an employee will disqualify them. All other paid time off leave (i.e. - holiday, vacation, approved scheduled sick day) taken in accordance with the CBA will not be counted against eligibility for the attendance award from Sept 1st through Feb 28th.

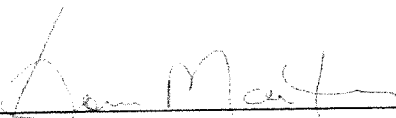
Section 7. All Wages shall be paid by check, direct deposit, pay card or other means available to the Company, provided that employees who elect direct deposit or pay card also consent to receive an e-statement

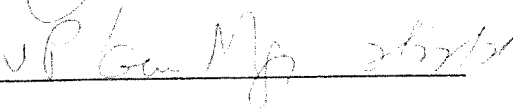
Section 8. Duration. This Agreement shall be effective July 1st, 2021 and shall continue through August 31, 2023.

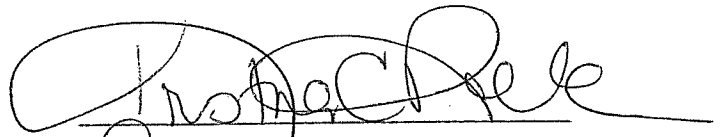
Section 9. The workweek shall commence with and reflect the pay cycle of the Company. The Company will provide the Union with thirty (30) days' notice in the event of changes to the pay cycle. Employees shall be paid weekly.

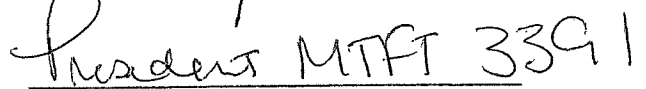
PRITCHARD INDUSTRIES LCC

MONROE TOWNSHIP FEDERATION OF
TEACHERS LOCAL 3391 AFT-NJ









12-23-21