

GLOUCESTER CITY BOARD OF EDUCATION

AND

GLOUCESTER CITY SCHOOL DISTRICT
FACILTY MANAGERS



to be in effect:

July 1, 2022 through June 30, 2025

ARTICLE I

RECOGNITION

The Gloucester City Board of Education hereby recognizes that the Gloucester City School District Facilities Manager Association as the exclusive and sole representative for negotiations concerning:

The terms and conditions of employment for the following personnel: FACILITIES MANAGERS

All other Board of Education employees are excluded.

ARTICLE II

GRIEVANCE PROCEDURE

DEFINITION

A "grievance" is a claim by a Facilities Manager or the Gloucester City Board of Education of alleged violation of the terms of the contract, administrative decisions or Board policies.

PROCEDURE

1. Each Facilities Manager and any or all of them shall be entitled to be heard concerning any matter in which they feel aggrieved in the area of the alleged violations of the terms of the contract, administrative decisions or Board policies.
2. In the case of an individual Facilities Manager, such grievance shall be presented in writing within fifteen (15) working days of the happening of the event to the Facilities Director. This statement shall be a clear, concise statement of the contractual provision, administrative decision or Board policy for which there is an alleged violation, the circumstances on which the grievance is based, the person(s) involved and the remedy sought. The Facilities Director shall communicate his/her decision in writing to the grievant within seven (7) working days of receipt of the written grievance.
3. In any case where the difference is not resolved, the Facilities Manager(s) involved may appeal in writing, no later than seven (7) working days of receipt of the Facilities Director's decision, to the Superintendent of Schools. The Superintendent of Schools shall render his/her decision to the grievant in writing within seven (7) working days. Any matter considered by the Superintendent, which is not resolved, may be appealed to the full Board of Education the Board of Education shall render a decision in writing within (30) calendar days after the submission of the grievance to the Board of Education.

4. Any and all steps taken under these procedures shall be taken with the objectives of fair and equitable resolution of the difference at issue, in an objective and dispassionate manner, and no reprisal or discrimination shall be directed toward any staff member during or after the completion of these procedures
5. Time limits may be extended by written mutual consent.

ARTICLE III

PROFESSIONAL DEVELOPMENT AND EDUCATION IMPROVEMENT

Tuition/fee reimbursement will be approved by the Board of Education in good faith based upon the following: The seminar/course/certification program is approved prior to attendance by the Facility Director Superintendent of Schools and Board of Education. The Facilities Manager shall successfully complete the approved seminars, courses or certification program; the Facility Manager shall provide proper verification of completion of a course, attendance at a seminar or completion of certification program shall be submitted to the Facilities Director and Superintendent of Schools. A total amount of Three Thousand Dollars (\$3,000.00) shall be available for each year of this Contract for reimbursement.

Facilities Managers will be reimbursed for mileage and other travel expenses for approved professional development per Board policies and in accordance with the Accountability Regulations.

ARTICLE IV

HEALTH INSURANCE

The Board of Education will provide during the 2022-2023, 2023-2024, 2024-2025 school years, to the Facilities Managers, prescription and medical insurance, including major medical coverage for each Facilities Manager and, where applicable, his/her dependents, during his/her participation in the plan (pursuant to the plan's regulations) and while employed an average of thirty (30) hours per week by the Board of Education. Nothing herein shall prevent the Board from opting out of the State program to provide equal or better coverage. The Facilities Managers shall pay a contribution towards the costs of medical insurance benefits in accordance with Chapter 78, P.L.2011.

1. The Board of Education will provide during the 2022-2023, 2023-2024, 2024-2025 school year's dental coverage for each employee and where applicable, his/her dependents; however, the Board shall not be required to provide duplicate dental coverage if an employee's spouse has dental insurance.

2. The Board of Education will provide full family prescription coverage through the New Jersey State Health Benefits Plan and in accordance with the following schedule:
- A. Single coverage - 100% of premium
 - B. Parent/child coverage - 100% of premium
 - C. Husband/wife coverage - total premium minus \$132.97 employee contribution
 - D. Family coverage - total premium minus \$141.37 employee contribution
- The parties understand and agree that the Board retains the legal right to change carriers, provided the level of benefits shall be equivalent to those provided by the present carriers.
 - Upon proof of other medical insurance. A Facilities Manager may opt out of the insurance plan provided by the Board. Facilities Managers will be reimbursed 25 percent of the amount saved by the employer or \$5,000, whichever is less. The payment will be made in two (2) installments on January 31 and on June 30 and will comply with Section 125 and all other I.R.S. regulations that will preserve the tax-free status of benefits. The opt out payments shall be pro-rated in accordance with the number of months that opt out is in effect.
 - Facilities Managers who experience a life changing event (e.g., birth of a child, termination of employment, divorce (copy of decree required), legal separation (copy of decree required), death (copy of certificate required), military discharge (form DD214 required), which causes them to lose coverage elsewhere shall be entitled to re-enroll in the health plan during the year provided the administrator gives the Board notice of the change in status within thirty (30) days of the event causing change. Otherwise, all elections for a cash option shall be in effect for the twelve (12) month benefit period.

ARTICLE V
RETIREMENT LEAVE
BENEFIT

Upon retirement, Facilities Managers who have fifteen (15) years of continuous service in the Gloucester City School System shall be paid for accumulated sick days under the rules and regulations of the Public Employees Retirement System. Facilities Managers shall be entitled to payment from the Board of Education, for unused sick days accumulated as of May 10, 2010 at the rate set forth in the GCAA Contract, without any cap. Any unused sick days

accumulated after May 10, 2010 shall be paid at the rate of \$100.00 per day, or the same as GCAA contract, whichever is greater, and subject to a cap of \$15,000.

Facilities Managers planning to retire must notify the Board of Education Payment will be made on December 31st for those who retire between July 1st and December 31st and on June 30th for those who retire between January 1st and June 30th.

If a Facilities Manager becomes deceased prior to his/her use of retirement benefit, the 15-year restriction is waived; and his/her estate or beneficiary shall receive benefits as listed above.

ARTICLE VI **WORK DAY**

1. Work Day

The work day of the Facilities Managers is generally eight (8) hours per day, (40 hours per week, with the understanding that Facilities Managers shall devote the time necessary to meet the requirements of their positions notwithstanding that greater amounts of time worked may result. Facilities Managers shall be paid 1 ½ times their hourly salary rate for overtime and double time for overtime required during holidays listed in the AFSCME Contract, approved by the Facilities Director. Facilities Managers are (12) month employees.

ARTICLE VII **SICK LEAVE**

The Board recognizes its statutory duty to pay employees of this district in full for days on which they are absent from work for reasons of personal disability or quarantine. All Facilities Managers shall receive fifteen (15) sick days annually, all of which shall be cumulative.

1. Sick leave is defined as leave taken by a person steadily employed by the school district who is absent from the assigned post of duty because of personal disability due to illness or injury, or because s/he has been excluded from school by school district's medical inspector as a result of contagious disease in the employee's immediate household.
 - A. The Board reserves the right to require of any employee claiming sick leave pay, sufficient proof, including a physician's certification of the employee's illness or disability.
 - B. The Board shall consider the application of any eligible employee for an extension of sick leave, pursuant to law, when the employee's own bank of accumulated sick leave is exhausted.
 - C. The following conditions apply:

2. Eligibility

- A. A sick leave of absence shall commence when the employee or agent, if the employee is sufficiently disabled, reports the absence. A sick leave day, once commenced, may be reinstated as a working day only with the approval of the Superintendent or designee.
- B. Whatever the claims of disability, no day of absence shall be considered to be a sick leave day on which the employee has engaged in or prepared for other gainful employment, has participated in a concerted work stoppage, or has engaged in an activity which would raise doubts regarding the validity of the sick leave request.

3. Proof of Disability

- A. Any employee absent on sick leave may be required to submit a physician's written statement certifying his/her disability, and every employee absent for three or more consecutive sick leave days shall be required to submit such a statement. Such statements may not be presumed to establish the employee's disability conclusively. All employees absent the day before or after a holiday must present a doctor's certificate, or forfeit 1/240 of his/her salary.
- B. Should a Facilities Manager, in the opinion of the Facilities Director, show evidence of deviation from normal physical or mental health, the Facilities Director shall report this to the Superintendent who shall recommend a course of action in accordance with Board policy.

3. Duration of Leave

- A. Upon the expiration of all currently earned and accumulated disability leave, the employee may request that the Board grant unpaid leave for the remainder of the school year or to the end of the employee's contract period, whichever comes first

4 Records

- A. The personnel records of this district shall show the attendance of each employee, and such days as that employee may be absent shall be recorded with the reason for such absence noted. A record shall be made of the unused sick leave days accumulated by each employee.
- B. The Board shall provide for leaves of absence, in accordance with law and the policies of this Board, for any employee of this district whose absence from duties will be required for a foreseeable medical condition. Such provisions shall be governed by considerations for the health of employees.
- C. The Board reserves the right to specify the point at which such leave shall commence, the length of time for which leave shall continue after the disabling event and the conditions of pay during such leave. The Board shall require disclosure of anticipated disability and the continuing certification of

an employee's fitness to perform duties thereafter.

5. Effect of Anticipated Disability upon Employment

- A. Notice. An employee shall notify his or her supervisor of the anticipated disability as soon as s/he is under medical supervision for condition and a date is projected for the anticipated disability.
- B. Certification of Fitness. The employee shall present to his/her supervisor a written statement of his/her physician of the employee's physical capacity to perform duties assigned at the time of notification.
- C. When, notwithstanding such certification of fitness of the performance of an employee anticipating a disability has substantially declined from that performance demonstrated by said employee at the time immediately prior to the time when notification was given of the condition, or when said employee has been absent more than three consecutive days, the employee shall then be required to submit a physician's statement stating that s/he is physically fit to perform the duties assigned.
- D. The district need not assume that an employee's statement or his/her physician's statement establishes fitness conclusively, but may require a review and examination by the school physician or a physician selected by the district.
- E. In the event the physician of an employee shall be of a contrary opinion to that of the physician selected by the district, then the school physician and the employee's physician shall agree upon an impartial third physician whose medical opinion shall be conclusive and binding on the issue of medical capacity to continue in the performance of duties.
- F. If, as a result of such examination, the employee is found to be fit to perform assigned duties, she/he may do so or request a leave of absence in accordance with Paragraph P of this Article.
- G. If, as a result of such examination, the employee is found not to be fit to perform assigned duties, the employee shall be placed on mandatory sick leave with such compassion to which s/he is entitled under the sick leave policies of this Board until proof of recovery satisfactory to the Board is furnished.
- H. Refusal to submit certification of fitness as required by this policy shall be considered by the Board as grounds for dismissal.
- I. The Board may accept certification of fitness for employment for the period ending four weeks before the anticipated date of disability and for employment commencing four weeks following disability. The Board presumes that the fact the employee's disability will have a disabling effect upon his/her job performance. This presumption of disability serves the administrative purpose as well as enabling the district to secure adequate

substantial service in advance by anticipating a date certain on which such service will be required. The employee who is absent in accordance with this section is eligible for sick leave pay in accordance with the policies of this Board.

6. Facilities Manager Request for Additional Leave for Reasons of Disability

A. Any employee may request disability leave of absence to commence before the Board requires that she/he leave or extend beyond the period of absence required by the Board following disability. Such request shall be accompanied by a written statement of the employee's physician certifying that s/he is unable to perform the duties of his/her position. Such disability leave shall be subject to the policies of the Board for sick leave.

7. Facilities Manager Request for Additional Leave for Reasons Not Related to Disability

A. An employee may request leave of absence to commence before the Board requires that s/he leave or to extend beyond the period of absence required by the Board following disability. Such request shall be subject to the Board's policy on leave of absence, and the leave, when granted, shall be without pay.

8. Extended Leave of Absence - All requests shall be in writing to the Superintendent. Such Requests shall be reviewed by the Board pursuant to applicable Board policy, Title 18A of the New Jersey Statutes and any applicable state or federal law.

**ARTICLE VIII
HOLIDAYS**

Facilities Managers shall receive the same holidays as listed on the AFSCME approved calendar. Floating holidays must be taken on days when school is not in session.

**ARTICLE IX
VACATIONS**

Facilities Manager's shall receive vacation as listed below:

1. (1) to (5) years' service = (2) weeks
2. (6) to (14) years' service = (3) weeks
3. (15) years of service or more = (4) weeks

Vacation shall be effective on the anniversary date of Facilities Manager.

1. Vacation time must be approved and coordinated with the Facilities Director and Superintendent of Schools.

2. Facilities Managers eligible for vacation must use his/her annual allotment by June 30 of each year, except five (5) vacation days which may be carried over and used between July and the end of the third full week of August of the next contract year.
3. Facilities Managers are required to earn one year's vacation prior to taking any vacation time away from work; exceptions may be made at the discretion of the superintendent. Therefore, vacation time taken during the current school year has been earned during the previous school year with the exceptions noted in "E" about carry-over. Upon termination of retirement, administrators shall be paid for all earned and unused vacation time accrued during the previous school year as well as the current school year.

ARTICLE X PERSONAL LEAVE

The total number of days used for personal leave in any school year may not exceed four. Request for personal leave shall be made at least one day in advance to the Facilities Director in writing.

1. Advance permission is not required in the following situations: serious illness of a member of the immediate family; accident involving personal property, or the person or property of a member of the immediate family; and any unanticipated illness to a member of the immediate family.
2. In no case shall personal leave be used for extension of a school holiday or vacation, extension of an approved vacation, personal vacation when not provided under the terms of employment, a social event or a convention related to employee's avocation.
3. Compensation for personal leave shall be in full for approved time off.
4. Up to (4) unused personal leave days, if not used during the contract year, may be converted to sick days for all Facilities Managers.

ARTICLE XI COMPASSIONATE LEAVE OF ABSENCE

Each Facilities Manager shall be granted without deduction in salary, in the event of death in the immediate family, a period of absence from duty not to exceed five (5) days.

1. The immediate family is defined to include father, mother, wife or husband, son or daughter, son-in-law, daughter-in-law, brother or sister, brother-in-law, sister-in-law, father-in-law, or mother-in-law, and grandparents, grandchildren, officially recognized domestic partners, relatives residing in the same household, or civil union partners.
2. Three days for member of the extended family, defined as aunt, uncle, niece, nephew, or cousin.

**ARTICLE XII
JURY DUTY**

1. Jury Duty

Any Facilities Manager summoned for jury duty shall continue to receive full pay from the Board but any compensation, including mileage, which may be paid to the Facilities Manager, shall be endorsed over to the Board.

**ARTICLE XIII
FACILITIES MANAGER VACANCIES**

Notice of a vacancy in a Facilities Manager position shall be posted in the office of each building principal at least 10 days prior to the final date for application submission. The notice shall set forth the position, qualifications, duties and range of compensation.

All Facilities Manager's must have a black seal boiler's license and be a NJ Certified Educational Facilities Manager (CEFM). New hires will be given two (2) years from date of hire to attain their CEFM certificate. Black seal required upon hire.

If qualifications are changed prior to selection, all candidates shall be notified.

If the Board decides to reduce Facilities Manger staff (6) months' notice shall be given to the effected staff member.

**ARTICLE XIV
SALARY SCHEDULES**

The provisions of this Agreement shall remain in full force and effect from July 1, 2022 to June 30, 2025. Salary increases are based upon the recommendation of the Facilities Director. The percentage increases below will not be granted for any Facility Director with poor work performance or excessive absenteeism. Salary increases, approved by the Facilities Director, shall be as follows:

1. Effective July 1, 2022, the base salaries of the Facilities Managers shall be increased by 3.25%.
2. Effective July 1, 2023, the base salaries of the Facilities Managers shall be increased by 3.25%.
3. Effective July 1, 2024, the base salaries of Facilities Managers shall be increased by 3.25%.
4. Night shift stipend is \$3,120 per year.
5. Starting salary for new hires will be determined by the Board of Education.

7. Individuals holding a CDL and/or individuals volunteering to obtain a CDL may be assigned, at the discretion of the Superintendent or designee, to operate a vehicle utilizing their CDL. In the event that a trip will start before or extend until after the normal employee's work day, the employee shall be compensated at the rate of \$40.00 per hour.

ARTICLE XV WORK CLOTHES

Facilities Managers will be given the same work clothes and work shoes as listed in the AFSCME contract.

ARTICLE XVI MANAGEMENT RIGHTS

The Board reserves to itself, sole jurisdiction, authority and responsibility over matters of policy and retains the right, subject only to the limitations of imposed by the language of this agreement, the laws and constitution of the State and United States:

1. To direct employees of the school district;
2. To hire, promote, transfer, assign, change hours and retain employees in positions in the school district, and to suspend, demote or discharge or take
3. Other disciplinary action against employees;
4. To relieve employees from duty because of lack of work or for other legitimate reasons;
5. To maintain the efficiency of the school district operations entrusted to them;
6. To determine the methods, means and personnel by which such operations are to be conducted;
7. To take whatever action is necessary to carry out the mission of the school district in situations of emergency;
8. To control and manage its properties and facilities and the activities of its employees by utilizing personnel, methods and means of the most appropriate and efficient manner possible, as determined by the Facilities Director, Superintendent of Schools and Board of Education.

BOARD OF EDUCATION OF THE
CITY OF GLOUCESTER CITY, NEW JERSEY

ATTEST:

BY:

Michelle Wright

Digitally signed by Michelle Wright
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Public Schools, ou=Gloucester City Board of
Education, email=mwright@gcsd.k12.nj.us, c=US
Date: 2022.02.10 08:39:49 -05'00'

Teri J. Weeks

Digitally signed by Teri J. Weeks
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School, ou=Gloucester City Board of Education,
email=tweeks@gcsd.k12.nj.us, c=US
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Michele Wright, President

Teri Weeks, Board Secretary

GLOUCESTER CITY SCHOOL DISTRICT FACILITIES MANAGERS


Kevin Biehl


Chris Kusmanick


Eric Riddell

Gloucester City School District and Gloucester City Facility Managers
Memorandum of Agreement
Contract July 1, 2022 through June 30, 2025

This memorandum of agreement is subject to ratification by the Gloucester City School District Board of Education and Gloucester City Facility Managers. The parties agree to recommend these terms and conditions to their respective constituents for ratification.

1. The parties agree to a salary increase of 3.25% each contract year.
2. The parties agree to a three-year contract term of July 1, 2022 through June 30, 2025 and to amend dates accordingly
3. The parties agree to incorporate the terms of the sidebar February 2020 as follows:

Individuals holding a CDL and/or individuals volunteering to obtain a CDL may be assigned, at the discretion of the Superintendent or designee, to operate a vehicle utilizing their CDL. In the event that a trip will start before or extend until after the normal employee's work day, the employee shall be compensated at the rate of \$40.00 per hour.

The terms above modify the existing collective bargaining agreement and those not mentioned shall remain status quo. All provisions of the previous contract not amended herein shall continue in effect. All proposals not addressed herein are withdrawn.

By: **Gloucester City Board of Education**

Michelle Wright

Digitally signed by Michelle Wright
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Michelle Wright, President

Meredith Flinn

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Meredith Flinn, Chair of Negotiations

Gloucester City Facility Managers


Kevin Biehl


Chris, Kusmanick


Eric Riddell

Date 2-9-2022

Date 2-9-2022