

Contract no. 1495

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INSTITUTE OF MANAGEMENT
SEP 2 1990
RUTGERS UNIVERSITY

A G R E E M E N T

between the

MIDLAND PARK BOARD OF EDUCATION

and the

MIDLAND PARK CUSTODIAL AND MAINTENANCE ASSOCIATION

Effective July 1, 1990 through June 30, 1993

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ARTICLE I

RECOGNITION

The Board recognizes the Midland Park Custodial and Maintenance Association (hereinafter, the Association) as the exclusive and majority representative for collective negotiations relative to the terms and conditions of employment for custodial and maintenance personnel under contract to the Board, including those on leave, but exclusive of the foreman.

Unless otherwise indicated, the term employee, when used hereafter in this Agreement, shall refer to all personnel represented by the Association and references to male employees shall include female employees.

ARTICLE 2

NEGOTIATION PROCEDURE

- A. Representatives of the Association shall submit proposals for negotiation to the Board on or before November 1st of the calendar year preceding the period of the proposed agreement. These proposals shall be submitted in writing to the Superintendent of Schools with all deletions indicated by parenthesis and all additions indicated by underlining.
- B. Following the submission of written proposals by the Association, the designated representatives of the Board and the representatives of the Association shall meet at reasonable times and negotiate in good faith with respect to salaries, and other terms and conditions of employment.
- C. Negotiations shall commence with a meeting at a mutually satisfactory place by December 1st.
- D. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.
- E. Modification - This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- F. Except as this agreement shall otherwise provide, all terms and conditions of employment established by Board policy that are in force on the date of this agreement becomes effective, shall continue to be applicable.
- G. When an agreement is reached on salaries and other terms and conditions of employment, it shall be embodied in writing and signed by the duly authorized representatives of the Board and the Association.

ARTICLE 3

GRIEVANCE PROCEDURE

Definition - The term "grievance" is a claim by an employee or the Association based upon the interpretation, application or violation of Board policies, this agreement or administrative decisions affecting terms and conditions of employment of an employee or group of employees.

The term "grievance" and the procedure relative thereto shall not be deemed applicable in the case of the failure or refusal of the Board to renew the contract of a non-tenured employee. Neither shall the grievance procedure be invoked for any matter for which a method of review is provided by law or regulation of the State Board of Education or any matter which according to law is either beyond the scope of Board authority or limited to action of the Board alone. An aggrieved person is expected to continue to follow all rules and regulations while his grievance is pending.

A grievance to be considered under this procedure must be initiated by the employee within thirty (30) days of its occurrence. Failure to act within the thirty (30) day period shall be deemed to constitute an abandonment of the grievance. An employee shall have the right to have an association representative present at any level of following:

1. Any employee having a grievance shall discuss the matter with his immediate supervisor for the purpose of resolving the matter informally.
2. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
3. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.
4. Level One - An employee shall present his grievance in writing to his immediate supervisor. Where the immediate supervisor is below the rank of principal, the Principal

or School Business Administrator shall be notified and shall have the right to be present at and to participate in said hearing. A decision shall be rendered within (5) school days of said hearing.

5. Level Two - If the grievance is not resolved to the employee's satisfaction within five (5) school days, or if no decision is forthcoming in five (5) school days, within five (5) school days from the determination referred to in Paragraph 3 above, the employee shall submit his grievance to the Superintendent of Schools in writing, specifying:
 - a. Nature of grievance
 - b. Results of the previous discussion
 - c. The basis of his dissatisfaction with the determination
 - d. The remedy being sought

The Superintendent shall render a decision in writing within ten (10) school days and communicate his decision to the employee, the employee's representative, if any, and to the immediate supervisor. This time may be extended by mutual consent.

6. Level Three - If the grievance is not resolved to the employee's satisfaction within ten (10) school days, or if no decision is forthcoming in ten (10) school days, the employee may appeal to the Board of Education unless a different period is mutually agreed upon. The request shall be submitted in writing through the Superintendent, who shall attach all related papers and forward the request to the Board. The Board or a Committee thereof, shall review the grievance and may, at its option hold a hearing with the employee. A decision in writing shall be rendered within thirty (30) school days of receipt of the grievance by the Board.
7. In the event the employee is dissatisfied with the determination of the Board and if the grievance pertains to a matter of formal written agreement between the Board and the Association (but excluding Article VI-B) the employee shall have the right to request binding arbitration as per the following procedure:
 - a. A joint request shall be made to the American Arbitration Association to submit a roster of persons qualified to function as arbitrators in the dispute in question.

- b. If the parties are unable to select a mutually satisfactory arbitrator from the submitted roster, within ten (10) days of receipt of said roster, the American Arbitrators Association shall be requested by either party to designate an arbitrator.
8. The authority of the arbitrator shall be subject to the following:
 - a. He shall have no authority to modify, add to, subtract from, or in any way whatsoever, alter the terms and provisions of this Agreement.
 - b. He shall be bound by the decisions of the Commissioner of Education of the State of New Jersey, the decisions of the State Board of Education, the decisions of the Courts of New Jersey, and all New Jersey Statutes.
 - c. Any monetary award which shall require expenditures of funds not allocated in the budget shall be deferred to the following budget year.
9. A request for arbitration shall be made no later than twenty (20) school days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer period of time within which to assert such a demand.
10. In the event of arbitration, the costs of the arbitrator's services shall be shared by the Board and the employee, or if represented by the Association, by the Board and the Association. Each of the parties shall bear its own costs.
11. All meetings and hearings under this procedure shall be conducted after regular working hours and shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

ARTICLE 4

EMPLOYEE COMPENSATION

- A. The basic salary schedule for all employees covered by the Agreement is set forth in Appendix A, which is attached and incorporated in this Agreement. Such salary schedule shall remain in effect during the terms of this agreement.
- B. The work day shall consist of eight hours with time and one-half paid for work in excess of eight hours.
- C. The work week shall consist of five work days with time and one-half paid for all work in excess of forth hours. The following shall count as regular work days:
 - a. Holidays
 - b. Paid sick days
 - c. Paid personal days
 - d. Paid vacation days
 - e. Other approved paid leaves
- D. The Board shall provide at each work station sufficient foul-weather gear for the employees normally assigned to the work station on the shift with the greatest number. Foul weather gear shall consist of rain pants, rain jacket with hood or hat, and rubber boots.
- E. Employees will be provided with three sets of better quality uniforms (such as Lee's, Dickies) yearly prior to the opening of school in September.
- F. Employees shall not be required to use their own vehicles to move from one work station to another during the normal work day.
- G. Any employee called to return to work outside of his regular shift shall be guaranteed at least two hours of overtime regardless of whether worked or not.
- H. Employees shall be provided with a thirty minute uninterrupted lunch hour except where the building principal determines that a building emergency requires otherwise. Compensatory lunch time will be provided if the normal lunch has to be interrupted.
- I. All employees will be provided with two fifteen (15) minute breaks on each shift. The start and end of the break times for each shift will be posted at each work station. Break and lunch time will be arranged when more than one employee works on a shift at each work station so that all employees

are not "off" at the same time, while school is in session.

- J. A longevity increment of \$600.00 shall be granted to employees with 10 or more years service to the District in positions represented in Article 1 (Recognition) of this Agreement.
- K. All day custodians and maintenance will work "summer hours" (7:00 a.m. - 3:30 p.m.). Night men will work from 7:30 a.m. - 4:00 p.m. with the following inclusions: or for normal school activities over the summer months.

ARTICLE 5

VACATION AND LEGAL HOLIDAYS

- A. Vacation allowance is applicable only to twelve (12) month employees and in accordance with the following schedule:
- | | |
|--------------------------------|---|
| Less than 10 months employment | - 1 day per month to July 1 |
| 1 to 5 years employment | - 2 weeks |
| 6 to 10 years employment | - 2 weeks, plus 1 additional day each year to 3 weeks |
| 11 to 15 years employment | - 3 weeks, plus 1 additional day each year to 4 weeks |
| 16 or more years employment | - 23 days |
- B. Thirteen legal holidays shall be granted by the Board and are listed on the holiday schedule for the 12 month employees. The holiday schedule will be adopted at the beginning of each school year.
- C. Employees may be permitted to take vacations during the school year at the discretion of the Superintendent.
- D. The President of the Association or his designee shall be allowed time off with pay to attend the N.J.E.A. Convention when requested by the President.

ARTICLE 6

CUSTODIAL AND MAINTENANCE EMPLOYMENT

- A. Employees shall be notified of their new salary status by May 1, and their tentative assignments no later than June 1.
- B. No employee shall be disciplined, reduced in rank or compensation or deprived of any advantage without just cause. This provision will be subject to the grievance procedure ending at the Board level and will not be arbitrable.
- C. After completion of ninety days of consecutive employment, no employee shall be dismissed or be subject to reduction in salary except for inefficiency, incapacity, conduct unbecoming an employee or other just cause. If requested by the employee, a written notice of reasons and/or a hearing before the Board of Education will be provided. Such requests by the employee must be submitted in writing.
- D. In the event that economic or other considerations make it necessary to lay off personnel, seniority will determine which employee is laid off.
- E. Seniority will not determine shift or building assignments.

ARTICLE 7

SICK LEAVE

- A. Employees who are absent because of personal illness, injury (other than on the job), physical or emotional disability, or quarantine regulations of a Board of Health shall be entitled to full pay for fifteen (15) school days for wach year of service.
- B. Sick leave is cumulative without limit.
- C. The fifteen (15) work days of sick leave to which each employee is entitled each school year shall be available upon the first day of employment each school year.
- D. Employees shall be given a written accounting of accumulated sick leave days annually in the Fall.
- E. Upon leaving the district, an employee in good standing and with 15 years of service in Midland Park shall receive pay for accumulated sick days at the rate of \$25.00 per day. Employees hired before July 1, 1981 shall be limited to a prior accumulation of 75 days. In the event a qualified employee dies while employed by the district, payment shall be made to the estate.

ARTICLE 8

TEMPORARY LEAVES OF ABSENCE

- A. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay, less any pay or compensation received in connection with such leave, through application on the appropriate form at least three (3) days prior to the requested leave, except in the case of an emergency.
1. Pressing personal reasons -
 - a. Two (2) days of absence with pay are allowed each year for pressing personal business. Pressing personal business shall be defined as an activity of such importance to the individual's welfare, health, family, or professional status that attention to the matter cannot be deferred or conveniently rescheduled to hours or days when school is not in session.
 - b. No reason needs to be stated for either personal day.
 2. Jury Duty - time necessary for employees who cannot be exempt from jury duty.
 3. Serious illness in the family - up to a total of five (5) days each year in the event of a serious illness of an employee's spouse, child, parent, or member of the immediate household. Leave for serious illness should be construed to mean only that time necessary to care for the patient until assistance can be obtained.
 4. Death in the family - up to a total of five (5) days each year in the event of the death of an employee's spouse, child, parent, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or grandparent.
 5. Temporary service in the militia - up to a maximum of two (2) weeks of duty which must be performed on school days.
- B. Board policy shall apply to absence for injuries on the job, maternity leaves, and leaves of absence without pay.
- C. Leaves taken pursuant to "A" above shall be in addition to sick leave to which an employee is entitled.

ARTICLE 9

INSURANCE PROTECTION

- A. The Board agrees to pay the full (100%) employee and dependents' premium(s) for health insurance coverage under a plan (same or better than the present coverage) provided by an insurance carrier designated by the Board of Education.
- B. The Board agrees to pay 100% employee dental coverage under a plan (same or better than the present coverage) provided by an insurance carrier designated by the Board of Education. Effective July 1, 1990, the Board agrees to pay 100% family dental coverage under a plan provided by an insurance carrier designated by the Board of Education. The Association agrees to a CAP of 15% on premiums in this article. The language should be mutually developed and agreed upon for inclusion into this contract as an addendum, as soon as possible.

ARTICLE 10

- A. Any employee may request a representative of the Association to be present when required to appear before a supervisor on a matter which could adversely affect his/her employment.
- B. If such a matter requires formal appearance before the Board or a committee thereof, any employee may have a legal representative in attendance. Reasonable notice will be given for any appearances required at the Board level.

ARTICLE 11

ASSOCIATION RIGHTS & PRIVILEGES

- A. Representatives of the Association, shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- B. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall approve building use in advance of the time and place of all such meetings.
- C. Reasonable use of school equipment for Association business will be provided, with the understanding that the Association pays for the actual cost of all materials and supplies required and has requested the use of equipment from an administrator.
- D. The Association shall have the right to use the inter-school mail facilities and school mail boxes.

ARTICLE 12

REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e. from Sept. 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

B. Amount of Fees

Prior to the beginning of each membership year, the Association will notify the Board in writing the amount of the regular membership dues, initiation fees and assessments charged by the Association of its own members for that membership year. The representation fee to be paid by nonmembers will be equal to the maximum allowed by law.

C. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any employee who is not a member of the Association for the current membership year the amount of the representation fee set forth in Section B above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee covered by this agreement, during the remainder of the membership year in question. The deductions will begin 30 days after the employee begins his or her employment in a bargaining unit position.

D. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

E. The Association must establish a demand and return system through which non-members can challenge the amount of representation fee.

F. It is the responsibility of the Association to make non-

members aware of their legal rights of appeal and of the procedures of such an appeal.

G. Indemnification and Save Harmless Provision Liability

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- (1) the Board gives the Association timely notice in writing of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this paragraph; and
- (2) if the Association so requests in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of such defense.

Exception

It is expressly understood that above paragraphs under "Liability" will not apply to any claims, demands, suits or other forms of liability which may arise as a result of any inadvertent errors by the business office or the Board's execution of the obligations imposed upon it by this Article.

ARTICLE 13

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1990 and shall continue in effect through June 30, 1993.
- B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.
- C. In witness whereof, both parties have caused this Agreement to be signed by their respective presidents and by their respective secretaries.

MIDLAND PARK CUSTODIAL AND
MAINTENANCE ASSOCIATION

MIDLAND PARK BOARD OF EDUCATION

Dominick Russo, President

Nancy Peet, President

Manfred Matthews, Secretary

Louis Roer, Secretary

MIDLAND PARK BOARD OF EDUCATION
Midland Park, New Jersey

SALARY GUIDE FOR CUSTODIANS/MAINTENANCE PERSONNEL

	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
1.	18,144	19,723	21,478
2.	18,835	20,474	22,296
3.	19,700	21,414	23,320
4.	20,580	22,371	24,362
5.	21,218	23,064	25,116
6.	21,852	23,753	25,867
7.	22,482	24,438	26,613
8.	23,027	25,030	27,258
9.	23,390	25,424	27,687
10.	24,207	26,313	28,655
11.	24,750	26,904	29,298
12.	25,381	27,589	30,045
13.	25,925	28,181	30,689
14.	26,560	28,871	31,441
15.	27,102	29,459	32,081
16.	27,921	30,350	33,052
17.	29,008	31,531	34,338
<u>Salary Adjustments</u>	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
Night Custodian	702	758	819
Maintenance (0-5 yrs)	1,400	1,400	1,400
Maintenance (6+ yrs)	1,500	1,550	1,600
In Charge Fireman	450	450	450
Longevity	600	600	600

Reviewed and approved _____

Dominic Russo

Roy Schrupf