

4-3068

12-05

PROPERTY
INSTITUTE OF MANAGEMENT
MAY 7 1990
RUTGERS UNIVERSITY

BOARD OF EDUCATION - EDISON CUSTODIANS & MAINTENANCE ASSOCIATION, INCORPORATED

AGREEMENT - 7/1/78 - 6/30/80

CONTRACT

This agreement entered into this first day of July, 1978, between the Board of Education of the School District of the Township of Edison, in the County of Middlesex, a Municipal Corporation of the State of New Jersey, and the Edison Township Custodians and Maintenance Association, Incorporated

I. RECOGNITION OF ASSOCIATION

The Board hereby recognizes the Edison Township Custodians and Maintenance Association, Incorporated, as the sole and exclusive bargaining agent for all cleaning attendants, custodians and maintenance employees in all matters specifically provided for herein pertaining to wages, hours, conditions of employment and grievance procedures.

As to every employee to whom this agreement applies, the Board shall deduct the sum of four dollars (\$4.00) per month over the contract year. Said monies shall be remitted to the bona fide employee appointed by the organization. Before any deduction is made, written authorization, consistent with this article, shall be submitted on behalf of every employee affected, on forms approved by the Board.

To assist in the administration of the program, the bona fide employee organization should provide the Secretary of the Board of Education, by August 1 of each year, an alphabetized list of members authorizing payroll deductions, indicating the monthly amount of each member's deduction, based on ten equal monthly deductions. For authorization received after August 1 or prior to October 1, the first deduction should begin with the November pay period, with deductions being retroactive for the September and October pay periods.

For authorization received after October 1 but prior to January 1, deductions should begin as of the February pay period and be based on five equal deductions of the total amount.

For authorization received after January 1 or prior to February 15, the first deduction should begin with the March pay period, with deductions being retroactive for the February pay period, which places the employee on five equal monthly deductions of the total amount.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Statutes of the State of New Jersey and the Constitution and laws of the United States. The Board does not contend, nor shall this Agreement be construed to abrogate any duties and powers provided it by Federal and State Constitutions and Statutes.

III. NEGOTIATION PROCEDURE

On or before the 15th day of November in the school year that the Agreement should expire, either party shall advise the other of the intention to discuss those matters as provided herein.

- A. Requests for a meeting or meetings shall contain specific statements as to the requests to be considered.
- B. A mutually convenient time shall be set within 5 days exclusive of Board-designated holidays or vacations.

IV. GRIEVANCE PROCEDURE

The Board recognizes the right of an employee who has a grievance to carry his/her appeal to the Board. The Board recognizes the rights of public employees, guaranteed to them by the New Jersey Constitution, and in Ch. 303, P.L. 1968, as amended by Ch. 123, P.L. 1974, as to presenting and processing a grievance.

- A. Definition - A "Grievance" shall mean a complaint by an employee in the bargaining unit that there has been a violation, misinterpretation or inequitable application of any of the provisions of the Agreement, or concerning working conditions.
- B. All grievances must be filed within 30 working days.

VI. DEFINITIONS

- A. Work Week and Payroll Week: Payroll Week shall mean seven days from 7:00 a.m. on Monday to 7:00 a.m. on the following Monday. Normal Work Week shall mean five days from Monday through Friday. Exceptions to the normal work week may be made by the Board to cover contingencies such as snow removal.
- B. Probationary Period: Shall mean and be applied to newly-hired employees who are not under tenure. They shall be employed for their first 90 days at the sufferance of the Board. During the first 90 days, any such employee may be discharged or suspended for any reason and without recourse.
- C. Any employee promoted to a new job shall serve a 90-day probationary period. At the end of such period, the employee shall be paid retroactively to date of promotion.

VII. HOURS OF WORK AND OVERTIME

- A. All employees to whom this Agreement applies will be scheduled to work a 40-hour week as defined herein. The workday shall consist of 8 hours excluding a lunch period, except during July and August, when the lunch period shall be included within the 8-hour day.
- B. Overtime at time and one-half base pay will be paid for authorized time worked over a 40-hour week.
- C. For any activity approved by the Board after regular school hours, a daytime employee should be assigned from the building where the activity takes place to take care of the activity, only in the event there is setting-up of furniture or equipment or extra cleaning involved.
- D. For any emergency call-in not scheduled, a minimum of two hours overtime is to be paid. If the call-in occurs between 11:00 p.m. and 6:00 a.m., a minimum of four hours is to be paid.

IX. INSURANCE PROTECTION

- A. The Board shall provide a comprehensive health benefits program including hospitalization, medical-surgical, and major medical insurance for eligible members of the Association. Major medical coverage shall include a \$1,000,000 lifetime maximum with an automatic restoration feature. The Board will provide full family dental coverage with no deductible. Coverage shall include prosthodontic, periodontic and orthodontic features. The Board shall also provide a full family prescription plan, \$1 deductible per prescription.
- B. POLICY ON HOSPITALIZATION COVERAGE FOR EMPLOYEES: RULES AND REGULATIONS
1. Family Coverage - An employee who has dependents shall be eligible for full family coverage.
 2. Single Coverage - Any unmarried employee, divorced person, separatee, widow or widower who does not support a family with dependents shall be eligible for single coverage.
 3. Eligibility
 - a. It shall be the responsibility of the employee to fully furnish all essential evidence to establish eligibility.
 - b. An employee shall notify the Board of Education, without delay, when eligibility ceases.

X. PERSONAL AND SICK LEAVE

- A. Each employee shall be entitled to 12 sick days per year. These days shall accumulate if not used.
- B. Sick leave is hereby defined to mean absence from post of duty of an employee because of personal illness, as per N.J.S.A. 18-A:30-1.
- C. Each employee may have two (2) personal days' leave each year. Unused personal (P) days will be converted to sick (A) days, and added to the member's accumulated sick leave.

- D. For each employee who has been employed by the Board for fifteen full years and up to twenty years of service beginning as of July 1 of each year, there shall be 20 working days of paid vacation.
- E. For each employee who has been employed by the Board for twenty full years of service beginning as of July 1 of each year, there shall be 25 working days of paid vacation.

The Board will attempt to reasonably arrange vacations to suit the wishes of the employees with the understanding that employees will be given a choice of vacation period in order of building seniority. All custodians are required to take at least two weeks during the summer when school is closed. A custodian with five weeks' vacation is required to take at least three weeks during the summer. Any employee who retires or resigns shall be eligible for payment of vacation on a pro-rated monthly basis of time worked.

XII. HOLIDAYS

The following designated days shall be deemed holidays on which no employee hereby shall be obligated to work:

Independence Day	New Years' Day
Labor Day	Martin Luther King's Birthday
Yom Kippur	Washington's or Lincoln's Birthday
Election Day	Good Friday
Thanksgiving Thursday	Easter Monday
Thanksgiving Friday	Memorial Day
Christmas Eve	NJEA Convention (1 Day)
Christmas Day	Rosh Hashanah (1 Day)

providing, however, in an emergency, the Board or its authorized agent may require any employee to work.

If any of the legal holidays falls on a Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday, providing schools are closed.

XIII. MISCELLANEOUS PROVISIONS

- A. Instead of supplying uniforms, the Board will provide an annual clothing allowance of \$65.00 for custodial personnel, and of \$85.00 for maintenance personnel. It is the responsibility of the head custodian or other

SALARY GUIDES - 1978-79, 1979-80				
Step	Custodians		Maintenance	
	1978-79	1979-80	1978-79	1979-80
1	9,070	9,600	9,370	9,900
1-1/2	9,185	9,715	9,485	10,015
2	9,300	9,830	9,600	10,130
2-1/2	9,415	9,945	9,715	10,245
3	9,530	10,060	9,830	10,360
3-1/2	9,645	10,175	9,945	10,475
4	9,760	10,290	10,060	10,590
4-1/2	9,875	10,405	10,175	10,705
5	9,990	10,520	10,290	10,820
5-1/2	10,175	19,705	10,475	11,005
6	10,360	10,890	10,660	11,190
6-1/2	10,475	11,005	10,775	11,305
7	10,590	11,120	10,890	11,420
7-1/2	10,705	11,235	11,005	11,535
8	10,820	11,350	11,120	11,650
8-1/2	10,935	11,465	11,235	11,765
9	11,050	11,580	11,350	11,880
9-1/2	11,165	11,695	11,465	11,995
10	11,280	11,810	11,580	12,110
10-1/2	11,940	12,585	12,240	12,885
11	12,600	13,360	12,900	13,660

Cleaning Attendants		
Step	1978-79	1979-80
1	5,898	6,448
2	6,015	6,565
3	6,130	6,680
4	6,245	6,795
5	6,572	7,122
6	7,137	7,687

