

AGREEMENT BETWEEN
MADISON BOARD OF EDUCATION

AND

N.J.E.A. FACILITIES STAFF
OF MADISON

Effective From

July 1, 2008

through

June 30, 2010

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LABOR AGREEMENT

AGREEMENT is entered into this **1st** day of **July 2008** between N.J.E.A. FACILITIES STAFF OF MADISON, hereinafter referred to as the "UNION" AND THE BOROUGH OF MADISON BOARD OF EDUCATION, hereinafter referred to as the "EMPLOYER."

The effective date of this Agreement is **July 1, 2008 through June 30, 2010**.

The EMPLOYER and the UNION agree as follows:

ARTICLE 2

RECOGNITION

The EMPLOYER recognized N.J.E.A. FACILITIES STAFF OF MADISON as the sole and exclusive bargaining agency for all persons employed in classifications covered by this AGREEMENT in all matters pertaining to rates of pay, wages, salaries, hours of work, benefits, and other terms and conditions of employment.

The provisions of this Agreement shall apply to all accretions to the bargaining unit including but not limited to new job classifications or groups of employees not presently provided for.

EXCLUDED are all professional, office clerical, supervisory, ~~watchmen, guards~~, occasional part-time workers such as summer paint, grounds and maintenance crews, and other employees excluded by law.

ARTICLE 3

SUPERVISORS

SECTION 1. It is recognized that Supervisors are generally required to perform work of like, kind, and quality as those men they supervise. However, under no circumstances will such work include the following:

- A. Emergency Call-Outs: Unless all practicable means of meeting an emergency situation have been exhausted, supervision shall not perform emergency call-out work.
- B. Supervision shall not perform work on projects of a special nature on their own in lieu of granting overtime to bargaining unit employees who are qualified to perform such work.
- C. Supervision shall not assume the duties of a bargaining unit employee while such employee is awaiting recall during a layoff period.

SECTION 2. Emergency conditions may require the performance by supervision employees of any type work required by occasion if all practicable means of meeting the situation have been exhausted.

Such work performance is not intended to deny overtime work to the employees covered by this agreement except where qualified or regular employees in the bargaining unit do not make themselves available for work or cannot perform the work.

This provision is not intended to be used to deprive bargaining unit employees of earnings. Excluded from this are functions deemed administrative in nature such as opening buildings, preparing for snow removal etc.

ARTICLE 4

DUES CHECK OFF

The Employer agrees that it will deduct the Union dues from the pay of each employee each payroll. On the second payroll in each month, the Employer will transmit the dues with a list of such employees to the Union within ten (10) days of the second payroll.

The Union agrees to furnish written authorization, in accordance with law, from each employee authorizing these deductions.

The Union will furnish the Employer with a written statement of the dues and initiation fees to be deducted.

ARTICLE 5

AGENCY SHOP

Pursuant to the provisions of the "New Jersey Employer-Employee Relations Act" as amended, all employees in this negotiating unit who are not now or who subsequently elect not to be members of the Union or who hereafter may be employed and who, after thirty days of employment, choose not to become members of the union shall have deducted from their pay on a monthly basis a representation fee of 85% of the regular dues in lieu of dues.

Such deductions shall be made on the same basis and for the same period as is made for members and all such deductions shall be paid over by the Employer to the Union at the same time and on the same basis as such payments are made to the Union for member deductions.

ARTICLE 6

SENIORITY

Seniority shall mean a total of all periods of employment ~~within classifications~~ covered by this Agreement.

An employee shall lose seniority rights only for any one of the following reasons:

- A. Voluntary Resignation
- B. Discharge for Just Cause
- C. Failure to return to work within the prescribed period upon recall as provided in the layoff and recall provisions of this Agreement.
- D. Continuous layoff beyond recall period for re-employment outlined elsewhere in this Agreement.

ARTICLE 7

PROBATIONARY PERIOD

All newly hired employees shall serve a probationary period of 90 calendar days. During this probationary period, the Employer reserves the right to terminate a probationary employee for any reason. Such termination shall not be the subject of the Grievance and Arbitration provisions of this Agreement, and management's decisions shall be final.

ARTICLE 8

INSPECTION PRIVILEGES

Providing prior notice is given to the Employer and is mutually agreed upon with Employer, authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule.

ARTICLE 9

UNION BULLETIN BOARD

The Employer agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Postings by the Union on such bulletin boards are to be confined to official business of the Union.

ARTICLE 10

NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, and other terms and conditions of employment because of such individual's race, color, religion, sex, national origin, or age, nor will they limit, segregate or classify employees in any way to deprive any individual employment opportunities because of race, color, religion, sex, national origin or age.

ARTICLE 11

UNION OFFICERS

The Employer recognizes the right of the union to designate a President, Vice President, Treasurer, and Secretary.

The authority of the officers so designated by the union shall be limited to, and shall not exceed, the following duties and activities:

1. the investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
2. the collection of dues when authorized by appropriate local union action.
3. the transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information:
 - a. have been reduced to writing, or
 - b. if not reduced to writing, are of a routing nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business.

The Employer recognizes these limitations upon the authority of the officers, and shall not hold the union liable for any unauthorized acts. The Employer in so recognizing such limitations shall have the authority to impose proper discipline, including discharge, in the event the officers have taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

ARTICLE 12

HOURS OF WORK

The Employer agrees to schedule each employee according to his assignment as shown on the attached work schedule in Article 13, generally Monday through Friday, inclusive. There may be **two** Tuesday-Saturday day shifts with a flexible time assignment at the high school **and the junior school**. There shall be no split shifts. **These two flexible time assignments (Tuesday-Saturday day shifts) are a voluntary-only assignment. Monday through Friday employees cannot be involuntarily transferred to these two flexible time assignments (Tuesday-Saturday day shifts). All employees covered under this agreement shall work an eight (8) hour shift with a 1/2 hour lunch included.**

It is also agreed that, except in emergency situations, the Employer may amend the attached work schedule and must provide the Union with two (2) weeks written notice of such changes. Any changes to this schedule shall result in a shift or work schedule that fully complies with all other elements of the contract.

It is also agreed that in emergency situations, notice shall be given as soon as reasonably possible.

When a state of emergency is declared by the Governor, and school is closed to all employees, those essential employees who actually work shall receive a compensatory day off at a time mutually convenient to the employee and the employer.

All employees are entitled to use the last ten minutes of their shift as clean-up time.

It is agreed that all new hires can be given alternate shifts to what is currently stated in the agreement, but all new positions must be posted so that current employees may apply for the position.

It is agreed that the board may create an annual calendar stating all proposed changes on the start time of all schools.

It is also agreed that all night shifts shall end at 11:00 p.m., unless overtime or a state of emergency is declared.

Although all shifts are clearly stated in this agreement, all employees may “sign-off” on alternate hours if said employee finds the new hours to his/her benefit.

ARTICLE 13

ROSTER OF SHIFTS AND JOBS

	<u>SCHOOL YEAR</u>	<u>SUMMER</u>
GROUNDS	7:00 am – 3:00 pm	6:30 am - 2:30 pm
BUS DRIVER	(1/2 hour lunch)	(1/2 hour lunch)
MAINTENANCE		

CUSTODIANS

High School	5:30 am – 1:30 pm 10:30 am – 6:30 pm 3:00 pm - 11:00 pm flexible 1/2 hour lunch/dinner	
(Tues. - Sat.)		
Junior School	6:30 am – 2:30 pm 11:30 am – 7:30 pm 3:00 pm – 11:00 pm 1/2 hour lunch/dinner flexible 1/2 hour lunch/dinner	
(Tues. - Sat.)		
Central Avenue School	6:30am-2:30 pm 1:30 pm – 9:30 pm 3:00 pm – 11:00 pm 1/2 hour lunch/dinner	
Kings Road School	6:30am-2:30 pm 2:30 pm – 10:30 pm 1/2 hour lunch/dinner	
Torey J. Sabatini School	6:30am-2:30 pm 2:30 pm – 10:30 pm 1/2 hour lunch/dinner	
Green Village Rd. Sch.	5:30 am-1:30 pm 1/2 hour lunch/dinner	

ARTICLE 14

HOURS OF WORK, LUNCH, BREAKS, ETC.

The Employer agrees to allow a paid one-half (1/2) hour lunch period whenever an employee is required to work past 10 consecutive hours and an additional one-half (1/2) hour lunch period for each subsequent four (4) hours of work.

The Employer shall allow a paid fifteen (15) minute break once during each four (4) hour work period.

The Employer agrees to guarantee each employee a minimum of eight (8) hours work or pay for each, regularly scheduled day.

Whenever an employee is required to remain at work beyond quitting time, the Employer agrees to guarantee to pay the employee a ~~minimum of two (2) hours~~ at the applicable premium rate of pay. **All overtime must be approved by the Principal and/or Supervisor of Buildings and Grounds.**

Whenever an employee is required to report to work on either a Saturday, Sunday or Holiday, the Employer agrees to guarantee to pay the employee a minimum of four (4) hours at the applicable premium rate of pay.

Whenever an employee is required to work for mandated snow removal, the employee shall be paid premium rate for the duration of removal. Upon completion, the employee will be dismissed and receive straight time for the remainder of their shift.

The Employer agrees not to require or in any way solicit any employee to take time off to compensate for time worked in excess of eight (8) hours in a work day or forty (40) hours in a work week.

ARTICLE 15

PREMIUM PAY

The Employer agrees to pay premium wages in accordance with the following rules:

One and one-half (1 1/2) times the straight time hourly rate shall be paid for:

1. All hours spent in the service of the Employer in excess of eight (8) hours in any twenty-four (24) hour period.
2. All hours spent in the service of the Employer prior to the scheduled starting time.
3. All hours spent in the service of the Employer on any Saturday, except for the regularly scheduled Saturday Custodians.
4. Two (2) times the straight time hourly rate of pay shall be paid for all time spent in the service of the Employer on any Sunday.
5. Two (2) times the straight time hourly rate of pay shall be paid for all time spent in the service of the Employer on any Holiday in addition to eight (8) hours straight time to which the employee is entitled.

Opportunity to earn premium pay shall be rotated with the intention to achieve equalization of premium pay earnings within each class of work and within each school location, provided the employee is qualified to perform the overtime assignment. A premium pay list shall be kept showing premium pay worked and premium pay refused. Monthly copies will be made available to the department supervisor(s).

Employees who cannot be contacted to perform overtime assignments shall have those premium pay hours counted as worked or refused.

In order to be paid overtime, the employee must, in fact, have worked forty (40) hours in any work week or eight hours in any work day, except that sick leave and other paid leave shall count as work time for the purpose of qualifying for overtime.

Only administration (e.g., the Supervisor of Buildings and Grounds, the Superintendent, the Principal, etc.) can authorize overtime.

ARTICLE 16

GRIEVANCE PROCEDURE

Definitions: - The term “grievance” is a claim by an employee or Union based upon the interpretation, application, or violation of this agreement or relating to policies or administrative decisions affecting an employee or a group of employees. The following matters are expressly excluded from the definition of a grievance:

- challenges to evaluation of work performance

These evaluations may not be submitted through the grievance procedure nor may they be submitted to arbitration in accordance with the provisions herein.

The term aggrieved person or grievant is the person or persons or Union, making the complaint.

Step 1: The aggrieved employee or employees must present the grievance in writing to the First Line Supervisor through the Union Officer within five (5) working days after knowledge of the reason for the grievance has occurred, except that no time limit shall apply in case of violation of wage provisions of this Agreement. If a satisfactory settlement is not reached with the First Line Supervisor within three (3) working days, the grievance may be appealed to Step 2.

Step 2: The Union Officer shall then take the matter up within ten (10) working days with the School Business Administrator or someone with authority to act upon such a grievance. A decision must be made within five (5) working days.

Step 3: If no satisfactory settlement can be agreed upon, the Union Officer shall then take the matter up within ten (10) working days with the Superintendent of Schools. A decision must be made within five (5) working days.

Step 4: If no satisfactory settlement can be agreed upon, the Union Officer shall then take the matter up with the Board of Education at the next regularly scheduled Board meeting.

In the event the parties do not come to a satisfactory resolution in the previous steps, the grievance shall be referred to the Review Board of the Union. The Review Board of the Union shall be comprised of the Officers of the Union. The Review Board shall hear the matter within ten (10) days from the date of the last meeting between the representatives of the Union and the Board of Education. At this fifth level, all pertinent data shall be reviewed and investigated impartially in order to ascertain the merits of the grievance to proceed to the arbitration level. The Review Board shall consider all testimony given by all parties at prior steps of the grievance procedure, and will render its decision within the (10) days in writing to both the Grievant and the Board of Education as to whether the grievance meets the approval of the Review Board to proceed to arbitration. If it cannot be resolved at this level, either party may refer the dispute to the New Jersey Mediation and Conciliation Service arbitration. After the Service submits a list of Arbitrators to the Union and the Employer, they shall reply with their preferred selection no later than five (5) working days after receipt of such list.

The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement. The opinion and award of the arbitrator shall contain specific findings of fact and a full rationale for the conclusion(s) reached.

A mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the Arbitrator will be final and binding on all parties and the employees involved.

The expense of the Arbitrator selected or appointed shall be borne equally by the Employer and the Union.

The Local Union, or its authorized representative, shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance.

ARTICLE 17

VACATIONS

Vacation entitlement shall be based on the employee's anniversary date of employment. New employees will receive a prorated amount the first year unless they begin on July 1.

Vacation pay shall be based on an employee's forty (40) hours straight time pay.

No employee will take vacation the last week of August or first week of September without approval of the Superintendent or his designee.

Requests for vacations, for two or more days shall be submitted at least five (5) workdays in advance.

Permanent part-time employees shall be entitled to prorated paid vacation based on their average weekly scheduled hours of work.

TOTAL EMPLOYMENT SENIORITY

VACATION ENTITLEMENT

ONE (1) YEAR SERVICE

TEN (10) DAYS

FIVE (5) YEARS SERVICE

FIFTEEN (15) DAYS

TEN (10) YEARS SERVICE

TWENTY (20) DAYS

TWENTY (20) YEARS SERVICE

TWENTY-FIVE (25) DAYS

Vacation schedules shall be posted by May of each year.

Vacations must be approved by the Superintendent or his designee.

Preference for selection shall be awarded employees in the order of greatest total employment seniority in the bargaining unit.

In the event a Holiday named in this Agreement falls during an employee's vacation period, such employee shall receive an additional day's vacation with pay.

In the event a death occurs in an employee's immediate family or the employee is disabled during the vacation period, the remaining vacation time shall be canceled and rescheduled at the employee's request as administratively feasible. The Employer may request proof substantiating death or disability.

ARTICLE 18

SAFETY

The Employer shall not require, direct, or assign any employee to work under unsafe or hazardous conditions. The employee upon discovering an unsafe or hazardous condition will immediately tell the supervisor. The supervisor will either determine and advise how the work can be performed safely or will stop the work.

The parties agree to establish a safety committee to consist of two union and two Board of Education representatives. The purpose of the safety committee shall be to recommend safety standards and practices to be observed by all parties in connection with work performed by the employees covered under this Agreement.

ARTICLE 19

NOTIFICATION TO THE UNION

The Employer will notify the Union in writing of all promotions, demotions, transfers, suspensions, **and** discharges, **and all job openings**.

The Employer will notify the Union in writing prior to a layoff.

The Employer will provide the Union with an updated list of covered employees showing name, address, classification, Social Security Number, and rate of pay.

The Employer will notify the Union of additions and deletions to the payroll of covered employees as they occur.

The Employer will notify the Union within one (1) week of any new hires.

ARTICLE 20

SHIFT DIFFERENTIAL

The Employer agrees to pay, in addition to the base hourly rate of pay for the job classification, a work schedule differential of **\$500** per year. This differential shall apply to all regular shifts beginning at or after 12:00 noon of the normal work day and shall be figured into the hourly rate for those regularly assigned to these shifts.

ARTICLE 21

PROMOTIONS AND DEMOTIONS

The Employer shall post all vacancies within the bargaining unit. The Employer shall post a vacancy notice naming the job requirements. The notice shall invite bids from the employees. This notice shall remain posted on all bulletin boards for 11 working days. The Employer may also seek candidates from outside the district. First consideration shall be given to the most senior qualified employee who bids the job. However, the Employer's choice of employee is final and binding and rests in its sole discretion.

In case there is a successful bidder from within, the 90-day probationary period set forth in this contract shall apply with regard to the new position. Any such employee shall be compensated at the rate of pay of the new classification.

The union and the employee will be kept advised of the progress made in learning the new assignment. The employee will be given every assistance to successfully meet the requirements of the job. If the employee fails to successfully meet these requirements within the trial period, such employee shall be returned to the classification formally held and shall assume seniority and pay as though the old classification had been continued. In the event a surplus of employees exists in a particular classification, the employee with the least amount of seniority shall be demoted to the next lower classification.

ARTICLE 22

LAYOFFS AND RECALL

The Employer may reduce the working force as set forth under N.J. law. In such event, the following procedure shall apply:

1. Employees shall be laid off in the order of least total employment seniority, regardless of classification.
2. Notice of such layoffs will be given at least 60 days before the scheduled layoff.
3. A laid off employee shall have preference for re-employment for a period of 24 months.
4. The Employer shall rehire laid off employees in the order of greatest employment seniority. Under no circumstances whatsoever shall the Employer hire from the open market while any employee has an unexpired term of preference for re-employment who is ready, willing, and able to be re-employed.

5. Notice of re-employment to an employee who has been laid off shall be made by registered or certified mail to the last known address of such employee.
6. The employee shall have fourteen (14) days to notify the Board of the employee's intention and a refusal or failure to respond will terminate the employee's right to recall.
7. If an employee is recalled after a twenty-four (24) month period, no previous seniority will apply.

ARTICLE 23

MANAGEMENT RIGHTS

The Madison Board of Education as Employer, hereby retains and reserves unto itself, subject only to the limitations specifically imposed by this Agreement, the power and authority:

1. to exercise executive management and administrative control over the school district, its property and facilities, and to direct its work force;
2. to hire, promote, transfer and assign all employees and to suspend, demote, discharge or take other disciplinary action against employees;
3. to relieve employees from duty for lack of work or other legitimate reasons;
4. to determine the methods and means and personnel by which the school district's operations are to be conducted;
5. to establish reasonable work rules and;
6. to take whatever actions may be necessary to carry out the needs of district in situations of emergency including mandating overtime for snow removal.

ARTICLE 24

PAYDAY

Employee will be paid all earnings by check 24 times per year.

Employee will be paid during working hours. When payday falls on a Holiday, then the preceding day will be payday.

ARTICLE 25

HOLIDAYS

The Employer agrees to pay such employee eight (8) hours pay without working for each of the following holidays:

- Independence Day
- Labor Day
- Thursday NJEA Convention
- Friday NJEA Convention
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- Day after Christmas
- New Year's Eve
- New Year's Day
- President's Day
- Good Friday
- Monday Spring Recess
- Memorial Day
- ~~Add Yom Kippur or Rosh Hashanah consistent with the MEA contract.~~
- Martin Luther King Jr. Day will be during winter recess
- **One (1) Floating Holiday**

Any Holiday which falls on Saturday shall be celebrated the preceding Friday.

Any Holiday which falls on Sunday shall be celebrated the following Monday.

ARTICLE 26

PERSONAL LEAVES OF ABSENCE

Except in cases of emergency, requests for personal leave shall not be granted on the day prior to or subsequent to a holiday or school vacation period.

Non-cumulative 3 days per year leave of absence at full salary in any year may be granted for religious, legal, business, household or family matters of such a nature as cannot be cared for during out-of-school hours. Any unused days shall be carried to cumulative sick days.

ARTICLE 27

SICK LEAVE

Employees shall be entitled to 14 sick leave days at the beginning of each work year without loss of pay.

Unused sick leave days shall be accumulated from year-to-year as follows:

Members of the District Custodian, Maintenance and Grounds staff who resign from the District after 15 years of service at the time of termination or who retire from the District under the New Jersey Public Employee Retirement System will be compensated for one third of their unused sick leave entitlement accumulated under the provisions of their employment with the District. The compensation rate per diem is to be one-two hundred and fortieth (1/240) of the employee's base contract salary at the time of eligible resignation or retirement. It is agreed that this buy-back provision for sick days may be reopened if the buy-back provision for teachers is increased.

Employees who are sick for three consecutive days are required to provide a certificate from a physician explaining the nature of illness. The Board of Education reserves the right, provided to it by law, to require a physician's certificate in all cases of illness.

ARTICLE 28

INSURANCE COVERAGE

The Board of Education will make available full major medical coverage for all employees and dependents and agrees to pay one hundred percent (100%) of the premium cost.

The Board will make available **Cigna Insurance** (or equivalent coverage) for all employees and their dependents.

- 1. The annual deductible for the Traditional Plan shall be \$200 individual/\$400 family.**
- 2. The annual employee co-insurance responsibility for "Major Medical" services per individual/family shall be a maximum out-of-pocket 20% of \$5,000/\$10,000.**
- 3. The per-visit co-pay for office visits under the point of service (POS) plan shall be \$10.00.**
- 4. The emergency room co-pay shall be \$100 per visit. The Board agrees to reimburse the employees with POS coverage \$75 for emergency room cost upon submittal of emergency room receipts.**

It agrees to pay one hundred percent (100%) of the premium costs for employee and dependent coverage, subject to non-duplication and coordination of benefit clauses. Part-time employees with a 28-hour a

week contract or more will receive the same benefits. The Board reserves the right to select insurance carriers. All new employees hired as of July 1, 2002, and their dependents will be enrolled in the POS (Point of Service) coverage. The Traditional Plan will be available at a cost differential.

The Board of Education will make available for all employees and dependents the New Jersey Dental Service Plan, Inc., (or equivalent coverage) and agrees to pay program costs. The Board reserves the right to select insurance carriers. All new employees hired as of July 1, 2002, will be enrolled in a POS (Point of Service) or PPO (Preferred Provided Org.) for the individual employee only. The traditional plan and/or dependent coverage will be available at a cost differential.

Employees who have coverage elsewhere may opt to waive Board-paid health insurance for a cash payment as follows:

Coverage	Payment
Single	\$1800
Parent/Child	\$2400
Husband/Wife	\$3600
Family	\$4200

~~Employees who have coverage elsewhere may opt to waive Board-paid health insurance (medical and/or dental) for a cash payment of 50% of the premium cost.~~ The cash shall be paid in two installments (December/June) in each school year in which coverage is waived. If the employee should lose coverage from the alternative source during the year, he/she shall be immediately returned to the District's insurance plan(s) with the choice of coverage to which he/she was previously eligible.

The Board shall establish a Section 125 plan and bear the cost of the administration of the plan.

ARTICLE 29

PENSION

The pension program will be maintained in accordance with the State of New Jersey Public Employees Retirement System.

ARTICLE 30

UNIFORMS

The Employer shall provide at no cost to the employee the following items:

Annual	As Needed
5 pairs pants - 2 add'l for grounds & maint.	1 pair safety glasses
5 shirts	1 pair gloves
5 tee shirts (summer wear)	1 safety hat per building
2 jackets	2 flashlight per building
1 hat	1 rain suit per employee

**2 pair safety shoes or boots - capped at \$150
per pair of shoes and boots**

The Employer shall replace uniforms, protective clothing and other issued equipment. Upon issuance of replacement items, employees will return item to be replaced to the Board. Maintenance of clothing and upkeep is the responsibility of the employees. The wearing of uniforms shall be mandatory. **Safety shoes must be worn by grounds and maintenance personnel. Custodians shall not wear tee shirts or shorts from September 1st to the last day of school.**

ARTICLE 31

MILITARY LEAVE

Both parties recognize that there are statutes dealing with military service that may affect unit members, and both parties agree to comply with the legal requirements in all cases.

ARTICLE 32

JURY DUTY

An employee who is called to Jury Duty shall immediately notify the Employer.

An employee shall not be required to report back for work on any day in which court is attended for Jury Duty service, regardless of the employee's shift.

The Employer agrees to pay the employee eight (8) hours straight time pay for each day on Jury Duty service.

Any moneys received by the employee for Jury Duty service shall be, in turn, refunded to the Board of Education.

ARTICLE 33

REIMBURSEMENTS

The Board shall pay the tuition and/or the costs for all enrollment in Black Seal License course and cost of license provided the course is successfully completed and the license is issued.

Full-time custodial, maintenance and grounds personnel shall be reimbursed a maximum of two courses per contract year for courses pertaining to their immediate areas of assignment provided these courses have first been approved by the Superintendent of Schools or his designee on an individual basis and provided proof of successful completion of courses has been submitted to the Superintendent of Schools. When a license is awarded, the employee shall receive an annual stipend of **\$500** to be paid in December of each year.

All employees covered by this Agreement, except part-time personnel, will either have or will acquire a black seal boiler license within twelve (12) months of the date of hire. All employees having a black seal boiler license shall receive an annual stipend of \$500 to be paid in December of each year.

Failure to secure a black seal license under the above terms will constitute just cause for termination. (Employees in good standing as of July 1, 2005 will not be subject to this termination except that these employees may be required to accept a transfer to a shift which is covered by other employees with a black seal license).

ARTICLE 34

FUNERAL LEAVE

The Employer agrees to grant an employee a funeral leave, with full pay, when a death occurs in the employee's immediate family.

The employee's immediate family is considered to include: spouse, children, brother, sisters, parents, parents-in-law, brother-in-law, sister-in-law, grandchildren, and grandparents of employee or spouse.

This provision also applies for any other relative who resides with the employee.

Funeral leave with pay shall not exceed five (5) working days and shall terminate the day following the funeral.

The Employer may request submission of proof.

ARTICLE 35

SEPARATION OF EMPLOYMENT

Upon discharge, the Employer shall immediately pay all moneys including pro-rata vacation pay due to the employee.

Upon resignation, the Employer shall pay all moneys to the employee including pro-rata vacation pay on the pay day in the week following such resignation.

ARTICLE 36

SANITARY CONDITIONS

The Employer agrees to provide a clean sanitary washroom having hot and cold running water, **and** toilet facilities ~~by September 1, 2006.~~

ARTICLE 37

COMPENSATION CLAIMS

- A. The Board agrees to cooperate toward and promote settlement of employee on-the-job injury claims when such claims are due and owing as required by law. The Board shall provide Worker's Compensation protection for all employees or the equivalent thereof if the injury arose out of or in the course of employment.
- B. In the event that an employee is injured on the job the Employer shall pay such employee his day's guarantee for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of his regular shift or overtime guarantee on that day. An employee who has returned to his regular duties after sustaining a compensable injury, who is required by the Worker's Compensation doctor to receive additional medical treatment during his regularly scheduled working hours, shall receive his regular hourly rate of pay.
- C. During the period of time an employee receives Worker's Compensation temporary disability benefits, the Board will pay the difference between the amount of weekly disability benefits received by the employee and the employee's regular weekly base pay entitlement.
- D. Hours lost from work due to job-related injuries will be compensated at full pay, provided these injuries are verified as legitimate Worker's Compensation claims which usually necessitates processing required claim forms in a timely manner.
- E. All moneys received from Worker's Compensation will be returned by the employee to the Board.

ARTICLE 38

SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt or written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

ARTICLE 39

LIE DETECTOR TEST

The Employer shall not require, request or suggest that an employee or applicant for employment take a polygraph or any other form of lie detector test.

ARTICLE 40

NO STRIKE

Whereas New Jersey law prohibits strikes by public employees, employees covered by this Agreement shall not enter into a strike or work stoppage or slow down against the Board of Education nor shall they honor picket lines erected by any other employees engaged in any strike or picketing. The Employer agrees that it will not lock out its employees during the term of this Agreement.

ARTICLE 41

DISCHARGE OR SUSPENSION

The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Union Officer within one (1) working day from the time of the discharge or suspension.

Notice of appeal from discharge or suspension must be made to the Employer in writing within ten (10) days from the date of discharge and/or suspension. The appeal shall be heard beginning with Step 2 of the Grievance and Arbitration provisions of this Agreement.

Should it be proven that an injustice has been done, a discharged or suspended employee shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. Nothing contained herein shall be construed to restrict an arbitrator from assessing a penalty less than that originally imposed by the Board, whether dismissal or a term of suspension.

Poor performance evaluations or disciplinary notes shall be removed from the employee's personnel records or shall not otherwise be considered in any disciplinary procedure after three years from the date of these evaluations or letters if no subsequent poor evaluations or letters are received during that three-year period. In order for all prior such evaluations to be removed from a personnel file, there must be three calendar years without any subsequent poor evaluations, etc.

ARTICLE 42

JOB CLASSIFICATION SHEETS

The Employer will prepare and make available to the Union, Job Descriptions describing the principal functions of each job classifications covered by this Agreement and any new classifications coming under this Agreement.

At least thirty (30) days before putting a new classification into effect, the Employer shall give the Union a job description sheet for discussion and for the purpose of negotiating a rate of pay.

ARTICLE 43

RATES OF PAY

Employees will be classified in accordance with skills used and shall be paid not less than the minimum for such classifications in accordance with the table of Job Classifications and Rates of Pay in Appendix A, which is attached hereto and made part of this Agreement.

A 10% pay differential, for a minimum of 4 hours, in the event a custodian performs the job of head custodian, and a 25% pay differential, for a minimum of 4 hours, in the event a grounds or maintenance person performs the job of supervisor of buildings and grounds.

ARTICLE 44

TERMINATION CLAUSE

This Agreement shall be in full force and effect from **July 1, 2008** to and including **June 30, 2010**, and shall continue from year-to-year thereafter unless written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least sixty (60) days prior to date of expiration.

IN WITNESS THEREOF, the parties hereto have set their hands and seal this **9th** day of **December 2008**, to be effective as of **July 1, 2008**.

FOR THE **BOARD**:
MADISON BOARD OF EDUCATION

FOR THE **ASSOCIATION**:
NJEAFACILITIES STAFF OF MADISON

PRESIDENT

PRESIDENT

SECRETARY

VICE PRESIDENT

APPENDIX A
SALARY GUIDES

JOB DESCRIPTION

CLASSIFICATION: MECHANIC/GROUNDSKEEPER

DEFINITION:

Under the direction of the Supervisor of Buildings and Grounds. Maintains the grounds and equipment at a level to support the objectives of the educational program.

QUALIFICATIONS:

Demonstrated mechanical experience and ability
Experience in grounds work
Certification of good health
A valid New Jersey driver's license
Ability to read operating instructions
Black Seal Low Pressure boiler operator license

DUTIES AND RESPONSIBILITIES:

Maintains all grounds mechanical equipment in good operating condition
Performs such yard keeping chores as grass cutting, tree trimming as necessary to maintain the school grounds in a safe and attractive condition
Shovels, plows and/or sands walks, driveways, parking areas and steps as appropriate
Keeps grounds free from rubbish
Waters fields, sprays and prunes trees, and fertilizes fields
Maintains all playing fields and prepares them for athletic contests
Sweeps driveways and walkways
Assists in general remodeling and renovation work
Moves furniture or equipment within the district as required for various activities
Handles all vehicles and equipment used in the performance of his duties with skill and caution
Reports serious infractions of school regulations by students or visitors to the principal of the building
Any other duties as may be assigned as consistent with the general duties and responsibilities of the classification.

JOB DESCRIPTION

CLASSIFICATION: GROUNDSKEEPER

DEFINITION:

Under the direction of the Supervisor of Buildings and Grounds. Maintains the grounds at a level to support the objectives of the educational program.

QUALIFICATIONS:

Experience in gardening and grounds maintenance work
Certification of good health
A valid New Jersey driver's license
Black Seal Low Pressure boiler operator license

DUTIES AND RESPONSIBILITIES:

Performs such year keeping chores as grass cutting, tree trimming as necessary to maintain the school grounds in a safe and attractive condition
Shovels, plows and/or sands walks, driveways, parking areas and steps as appropriate
Keeps grounds free from rubbish
Waters fields, sprays and prunes trees, and fertilizes fields
Maintains all playing fields and prepares them for athletic contests
Sweeps driveways and assists in general remodeling and renovation work
Moves furniture or equipment within the district as required for various activities
Handles all vehicles and equipment used in the performance of his/her duties with skill and caution
Reports serious infractions of school regulations by students or visitors to the principal of the building
Ability to read operating instructions
Is available to assist building custodians when necessary
Any other duties as may be assigned as consistent with the general duties and responsibilities of the classification.

JOB DESCRIPTION

CLASSIFICATION: CUSTODIAN

DEFINITION:

Under the direction of the Head Custodian. Assists in providing students with a safe, comfortable and clean buildings and grounds at a level to support the objectives of the educational program.

QUALIFICATIONS:

Certification of good health signed by a licensed physician

Ability to read and write basic operating instructions

Black Seal Low Pressure boiler operator license or willingness to obtain as per the Union Contract.

DUTIES AND RESPONSIBILITIES:

Keeps building and premises, including sidewalks, driveways, and play areas neat and clean at all times

Assists in snow removal

Checks daily to insure that all exit doors are open and all panic bolts are working properly during the hours of building occupancy

Raises and lowers the United States flag on each school day

Sweeps classrooms daily and dusts furniture

Cleans corridors after school each day, and during the day when their condition requires it

Daily cleans and disinfects toilet floors, all sanitary fixtures and drinking fountains

Washes all windows on the inside at least twice a year, or more frequently if needed and on the outside as directed by the principal

Keeps the grounds free from rubbish

Keeps all floors in a clean and attractive condition and in a good state of preservation

Cleans all chalkboards daily

Reports major repairs needed promptly to the principal

Reports immediately to the head custodian any unusual occurrence or damage to school property

Remains on the school premises as required by the principal

Maintains a friendly and helpful relationship with the students of his building

Reports serious infractions of school regulations by students or visitors to the principal of the building

Maintains a cooperative, helpful, and friendly relationship with the other members of the school staff

Performs major cleaning and minor repair functions during summer and periods when school is not in session

Major cleaning includes scrubbing desks, stripping, waxing, and buffing floors

Minor repairs include desk maintenance, installation of glides, pencil sharpeners, etc.

Any other duties as may be assigned as consistent with the general duties and responsibilities of the classification.

JOB DESCRIPTION

CLASSIFICATION: BUS DRIVER/MAINTENANCE PERSON

DEFINITION:

Under the direction of the School Business Administrator and the Supervisor of Buildings and Grounds. Also performs maintenance duties as needed in the district.

QUALIFICATIONS:

Certification of good health signed by a licensed physician
Valid license to drive a school bus
Good driving record
Good moral character without criminal arrests
Black Seal Low Pressure boiler operator license or willingness to obtain as per the Union Contract.

DUTIES AND RESPONSIBILITIES:

Insures that all vehicles used for transportation are in good working order and that activities pertaining to transportation are in keeping with State law, rules and regulations of the State Board of Education and policies of the Board of Education
Coordinates the scheduled and non-scheduled repairs of buses with the repair garage and the secretary to the School Business Administrator
Obeys traffic laws
Observes all mandatory safety regulations for school buses
Maintains discipline when students are on bus
Reports undisciplined students to the principal
Keeps assigned bus clean
Keeps to assigned schedule
Checks bus daily for mechanical defects
Discharges students only at authorized stops
Exercises responsible leadership when on out-of-district school trips
Transports only authorized students
Reports all accidents and completes required reports
Enforces regulations against smoking and eating on the bus
Performs those duties as assigned by the Manager of Buildings and Grounds in the area of building maintenance
Any other duties as may be assigned as consistent with the general duties and responsibilities of the classification.

JOB DESCRIPTION

CLASSIFICATION: HEAD CUSTODIAN - HIGH SCHOOL, JUNIOR SCHOOL, AND
ELEMENTARY SCHOOLS

DEFINITION:

Under the direction of the Building Principal and the Supervisor of Buildings and Grounds. Maintains the physical plant and grounds in a condition of operating excellence so that full educational use of them may be made at all times.

QUALIFICATIONS:

Certification of good health signed by a licensed physician
Three years experience as a custodian
Ability to supervise other employees
Ability to read and write basic operating instructions and write reports
Black Seal Low Pressure boiler operator license

DUTIES AND RESPONSIBILITIES:

Strives constantly to promote the safety, health and comfort of the students and employees
Routine operational maintenance of boilers and other major equipment
Assists general mechanics in remodeling and renovation work
Maintains the school grounds adjacent to school building
~~Assists in snow removal~~ **Assumes responsibility for supervising and assists in snow removal of the building when called in to work by supervisor.**
Supervises and participates in the general cleaning and maintenance of the school building, including all tasks listed in the custodian job description
Assumes responsibility for the general security of the building
Assumes responsibility for the general fire safety to the building
Performs emergency repair of cleaning services as necessary
Regulates heat, ventilation, and air-conditioning systems to provide temperatures appropriate to the season and to insure economical usage of fuel, water and electricity
Reports maintenance, repairs or service needs beyond his scope promptly to the principal
Maintains on a regular schedule all motors and other mechanical equipment requiring scheduled servicing
Reports immediately to the principal any unusual damage or occurrence of school property
Remains on the school premises as required by the principal
Maintains a friendly and helpful relationship with the students of his/her building

Whenever an event is scheduled at the school building and no one is assigned for overtime, the Head Custodian will cover the event. If the event is not on the School Master Calendar or there is not a minimum of two weeks written notice from administration, the Head Custodian does not have to work overtime for this event.

CLASSIFICATION: HEAD CUSTODIAN - (Continued)

Reports serious infractions of school regulations by students or visitors to the principal of the building

Maintains a cooperative, helpful, and friendly relationship with the other members of the school staff

Keeps an inventory of supplies, equipment, and fuel on hand, and requisitions such needed replacements from the principal far enough in advance so that they may be delivered in such time a will not hinder the custodian in his/her duties

Conducts on ongoing program of general maintenance, upkeep and repair

Conducts periodic inspections and tests of all electrical installations in the school to insure their safe condition

Any other duties as may be assigned as consistent with the general duties and responsibilities of the classification.

JOB DESCRIPTION

CLASSIFICATION: CUSTODIAN / COURIER

DEFINITION:

Under the direction of the Supervisor of Buildings and Grounds. Assists in providing central office with a safe, comfortable and clean building. Provides efficient and timely mail delivery throughout the school district.

QUALIFICATIONS:

Certification of good health signed by a licensed physician

Ability to read and write basic operating instructions

Black Seal Low Pressure boiler operator license or willingness to obtain as per the Union Contract.

CDL License preferred

DUTIES AND RESPONSIBILITIES:

Keeps central office building and premises, including sidewalks, and driveways, neat and clean at all times

Assists in snow removal

Daily cleans and disinfects toilet floors, all sanitary fixtures and door knobs/handles

Washes all windows on the inside at least twice a year, or more frequently if needed and on the outside as directed by the supervisor of buildings and grounds

Keeps the grounds free from rubbish

Keeps all floors in a clean and attractive condition

Reports major repairs needed promptly to the supervisor of buildings and grounds

Reports immediately to the head supervisor unusual occurrence or damage to school property

Maintains a friendly and helpful relationship with the employer of his building

Maintains a cooperative, helpful, and friendly relationship with the other members of the school staff

Assists the transportation department by substitute driving

Delivers interoffice mail/boxes building-to-building twice per day

Brings storage boxes to garage/maintains storage in garage

Fill in with bus runs

Deliver Board packets

Posts agendas for Board meetings

Delivers mail to post office

Trips to banks as needed for payroll and accountant

Deliver payroll checks to all schools

Other duties as assigned

**Appendix A
SALARY GUIDES
STEP**

CUSTODIAL/GROUNDS

2007-08	2008-09	2009-10
33068	34556	36077
33712	35229	36779
35045	-	-
36308	37942	39611
36430	-	-
37868	39572	41313
38425	40154	41921
40526	42350	44213

**GROUNDS/MAINTENANCE/BUS
DRIVER**

2007-08	2008-09	2009-10
34875	-	-
-	40000	41760
42228	44128	46070
43026	44962	46941
43494	45451	47451
49621	51854	54136
51266	-	-
55072	57550	60082
56913	59474	62091

**HEAD
CUSTODIAN**

2007-08	2008-09	2009-10
46588	48684	50827
48469	50650	52879
51340	53650	56011
55243	57729	60269
63937	66814	69754

Note: These guides are not intended as step/movement guides. The agreed salary increases are added to the prior steps to yield the proper salary level. For example, to determine the proper salary of an individual, the salary percentage (**2008-09, 4.5%**) is added to the employee's salary level for **2007-08**.