

**AGREEMENT BETWEEN**

**THE**

**MAINTENANCE PERSONNEL AND CUSTODIANS**

**OF**

**UNION COUNTY VOCATIONAL-TECHNICAL SCHOOLS**

**AND**

**THE BOARD OF EDUCATION**

**OF THE**

**VOCATIONAL SCHOOLS OF UNION COUNTY**

*JULY 1, 2005 – JUNE 30, 2008*

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## **PREAMBLE**

The Agreement entered into this 27<sup>th</sup> day of June 2005 by and between the Board of Education of the Union County Vocational-Technical Schools, hereinafter called the "Board," and the Union County Vocational-Technical Maintenance Personnel and Custodial Association, hereinafter called the "Association."

## **WITNESSETH:**

WHEREAS, the Board and Association have an obligation, pursuant to N.J.S.A. 34:13A1 et [seq. to](#) negotiate with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows:

## **ARTICLE 1**

### **RECOGNITION**

#### A. Unit

The Union County Vocational-Technical Schools Board of Education (hereinafter "Board") hereby recognizes the Union County Vocational-Technical Schools maintenance personnel and custodians Association (hereinafter "Association") as exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full-time and part-time maintenance personnel and custodians and part-time evening custodian.

#### B. Definition of Employee

Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement shall refer to all employees represented by the Association in the negotiating unit as above defined, and any references to male employees shall include female employees and vice versa.

## ARTICLE 2

### NEGOTIATION OF SUCCESSOR AGREEMENT

A. Policy Changes

Consistent with Chapter 123, P.L. of N.J. 1975 (N.J.S.A. 34:13A-1), the Board shall not effect any change in policy concerning terms and conditions of employment except those negotiated and contained herein.

B. No later than March 15, the Board agrees to initiate negotiations with the Association over a successor Agreement in accordance with the procedures set forth herein, in a good faith effort on both sides to reach continuing agreement on terms and conditions of employment. By the same date, the Association agrees to present to the Board its proposals for the successor Agreement. Any Agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by all the parties.

C. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after the receipt of the proposals, unless the Board and the Association mutually agree to an extension of time. During negotiations, the Board and the Association shall present relevant data, exchange points of view and make proposals and counter proposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations.

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. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Association before they are established.

G. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 2 of this Agreement, with any organization other than the Association for the duration of this Agreement.

## ARTICLE 3

### GRIEVANCE PROCEDURES

#### A. Definitions:

##### 1. Grievance

A "grievance" is a claim in writing by the employee or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees' terms and conditions of employment. The term "grievance" shall not include the following:

Any rule or regulation dealing with managerial prerogatives of the Union County Vocational-Technical Schools Board of Education or the State Commissioner of Education.

##### 2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the claim.

##### 3. Party in Interest

A "party in interest" is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to grievances as defined above. Both parties agree that these proceedings will be kept as informal and confidential as may be legal and appropriate at any level of the procedure.

#### C. Procedure

##### 1. Time Limits

The number of days for making determination indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. A grievance to be considered under this procedure must be initiated by the grievant within fifteen (15) calendar days of its occurrence or within fifteen (15) calendar days after the grievant would be expected to know of its occurrence.

In the event that the fifteen (15) day period runs past the close of the school year, then the time for filing of the grievance shall be based on two (2) business days for each school day until the fifteen (15) calendar days are reached.

2. Level One - Immediate Supervisor - Informal Level

An employee with a grievance shall first discuss it with the Director of Buildings and Grounds either directly or through the Association's designated representative, with the objective of resolving the matter informally. All discussions and proceedings related to the grievance shall be conducted on the employee's own time. It is further agreed that any Association representative participating in such discussions and proceedings shall also be on his own time. Excepted from the operation of the foregoing provisions are those instances in which any employee is requested by an authorized administrator to be present.

3. Level Two - Business Administrator

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association within three (3) school days. Within ten (10) school days, the grievance shall be referred to the Business Administrator.

4. Level Three - Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision is reached within five (5) school days after the grievance was referred to the Business Administrator, then within ten (10) days after the grievance was presented to the Business Administrator, it shall be referred to the Superintendent. A decision shall be rendered by the Superintendent within fifteen (15) school days after its presentation.

5. Level Four - Advisory Arbitration

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within fifteen (15) school days after the grievance was delivered to the Superintendent, the aggrieved person may within five (5) school days after a decision by the Superintendent, or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit his grievance to arbitration as defined below; if the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen school days after receipt by the aggrieved person.

b. Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the New Jersey Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the New Jersey Public Employment Relations Commission.

c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) school days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the same issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth the arbitrator's findings

of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and Association and shall be advisory to the parties except that if the Board rejects two (2) arbitration decisions arising out of grievances occurring during a single contract year, then all subsequent decisions arising during the same contract year shall be binding on both parties.

d. In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section C 5b of this Article.

e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Employees to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, by legal counsel or at the employee's option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

If in the judgment of the Association, a grievance affects a group or class of members, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Three. The Association may process such a grievance through all levels of the grievance procedure even where the aggrieved person does not wish to do so.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved party and all decisions rendered at Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and the Association.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms

Forms for filing grievances, serving notices, making appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and Hearings

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore mentioned in this Article.



## **ARTICLE 4**

### **EMPLOYEE RIGHTS AND PRIVILEGES**

- A. The Board hereby agrees that every employee shall have the rights set forth in Chapter 123, Public Laws 1974 (N.J.S.A. 34:13A-I), as amended.
- B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations contained in the New Jersey Administrative Code.
- C. No employee shall be disciplined without just cause.
- D. Whenever any employee is required to appear before any administrator or supervisor, School Board, or any committee or member representative or agent thereof concerning any matter which the said administrator, supervisor, or Board knows or should have known could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then said employee shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative (s) of the Association present to advise him during such a meeting or interview. Association representative will be on his or her own time.
- E. An employee's employment rights shall be as determined by the Tenure Laws of the State of New Jersey in such case made and provided.

## ARTICLE 5

### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board and Association agree to make available to each other in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, a directory of all personnel in the unit and changes that may arise, budgetary requirements and allocation, agenda and minutes of all Board meetings, census data, and such information that shall assist the Association in developing intelligent, accurate, informed and constructive programs on behalf of the employees, providing that such information is not a violation of the Right to Know Act.
- B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate, during working hours, in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.
- C. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided they are on their own time, and provided that this shall not interfere with or interrupt normal school operations.
- D. The Association and its representatives shall have the right to use school building(s) at all reasonable hours for meetings. The Superintendent of Schools shall be notified in advance of the time and place of all such meetings. Approval shall be required of the Superintendent of Schools, which approval shall not be unreasonably withheld.
- E. With the approval of the Superintendent of School, the Association shall have the right to use school facilities and equipment including the public address system, computers, printers, typewriters, copy machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times when such equipment is not otherwise in use.
- F. The Association shall have the right to reasonable use of the interschool mail facilities and school mailboxes without approval of the Superintendent of Schools or other members of the administration. The Association recognizes that the Board has no responsibility or liability for delivery or misdelivery of any material. Further, said mailboxes shall not be used to distribute any material which can be construed as campaign material, reflecting issues related to political campaigns or activities in connection therewith, or in connection with any activity which is intended to or which would disrupt normal school operations. All material distributed shall bear the name of the Association.
- G. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other labor organization(s) representing any portion of the unit or potential member of the unit except as provided for under applicable laws.
- H. The Board agrees to provide for reasonable use of existing bulletin boards in the Receiving Room for use by the Association to post official notices relating to meetings and other Association affairs.
- 1. The Board agrees that it will not lock out its employees during the life of this Agreement and the Association agrees that it will not call, conduct or sanction a strike, slow down or work stoppage during the life of this Agreement.
- J. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

## **ARTICLE 6**

### **BOARD RIGHTS**

- A. The Board of Education, subject only to the express written provisions of this Agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations in furtherance thereof.
- B. 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 to 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 Laws of the United States.

## **ARTICLE 7**

### **EMPLOYMENT**

- A. It is specifically understood and agreed that all full-time members work on a twelve (12) month contract.
- B. Daily Work Hours:
  - 1. The day shift shall consist of eight (8) hours exclusive of one half (1/2) hour unpaid lunch period. The lunch period shall be scheduled, it at all possible, before the completion of five (5) consecutive work hours.
  - 2. The night shift shall begin at 2:45 p.m. and end at 10:45 p.m. The dinner break of one-half hour shall be scheduled before the completion of five (5) consecutive work hours.
  - 3. There shall be two (2) uninterrupted break periods of fifteen (15) minutes each. (One in the a.m. and one in the p.m. or as applicable to the evening shift). The times should be standardized and mutually agreed upon by the employee and the immediate supervisor.
- C. The workweek shall be five (5) consecutive eight (8) hour days from Monday through Friday and shall consist of forty (40) hours per week.
- D. The Board reserves the right to change permanent work schedules of employees anytime. Any such changes that are brought about by an emergency such as, but not limited to: absenteeism of employees, power failure, Act of God, or any other cause which is beyond the control of the Board shall require no notice of change. All other changes in schedule shall require a one (1) week notice from the Board to any affected employee.
- E. The Board shall provide fifteen (15) paid holidays. The practice of providing the Monday of Spring Break as an additional holiday will be recognized for the duration of this agreement.
- F. When schools are closed for NJEA Convention Days and testing is scheduled, those custodians who work shall receive compensatory time on an hour for hour ratio.
- G. A first aid kit of suitable size will be placed in the Receiving Room. In addition, each employee shall have a first aid kit at his/her workstation.
- H. It is agreed that the Board will pay, to a designated individual, an additional salary in the amount of \$6,500.00 for the 2005-06 school year; \$7,000.00 for the 2006-07 school year and \$7,500.00 for the 2007-08 school year for the positions of Head Custodian Day and Evening. The maintenance engineer will receive an additional salary in the amount of \$11,500.00 for the 2005-06 school year; \$12,000.00 for the 2006-07 school year; and \$12,500.00 for the 2007-08 school year. Said payment shall be pensionable.
- I. The Board has the right to place any new employee at a salary based upon the Board's assessment of his prior work experience and training.

- J. By September 1st of each year, all maintenance personnel and part-time grounds/lawn care custodian shall receive one set of foul weather gear consisting of (1) rain jacket, one (1) pair of rain pants and goulashes. Additional sets of rain gear will be provided as each employee's foul weather gear wears out. In addition, all current employees shall also receive a new set of foul weather gear on or before September 1, 2005.
- K. Each employee will be provided with three (3) sets of uniforms for custodian and four (4) sets of uniforms for maintenance personnel to perform his or her job function. By September 1st of each year, the Board will also provide each employee with an insulated, cold weather jacket, which shall not exceed \$100.00 in cost. A committee composed of Administration and Association representatives shall be formed to select the aforementioned cold weather jacket.
- L. The Board will provide one (1) pair of safety work shoes per school year up to one hundred (\$100.00) dollars per pair for each employee.
- M. The Board shall provide safety glasses for all employees doing jobs, which require such equipment.
- N. All maintenance and custodial personnel shall be provided with all the supplies and equipment reasonably necessary to perform their respective jobs.
- O. All full-time maintenance and custodial personnel and their dependents may take credit and non-credit courses at the School, tuition free, and Union County College if its administration agrees. (Dependents are defined according to the Internal Revenue service definition, subject to the terms of the contract with affiliates). In order to apply this clause to dependents, the employee must have been in the Board's employ for at least one (1) calendar year.
- P. The Board shall provide all employees scheduled to work on the evening shift/night shift with a communication system - radio, cellular phone, etc., for emergency use.
- Q. The Board shall provide each custodian/maintenance employee with respiratory equipment when necessary to prevent respiratory infections.
- R. The Board shall furnish any employee assigned to work outside on a regular basis with insulated outerwear (jumpsuit), the cost of which shall not exceed one hundred and fifty (\$150.00) dollars. This item shall remain the property of the Board and will be replaced, as the Board deems necessary.

## ARTICLE 8

### ASSIGNMENT OF OVERTIME

#### A. Definition

1. Overtime is any time spent at regular duties or other assigned duties, consistent with this Agreement, either before or after the regular workday or week (The workweek shall be five (5) consecutive eight (8) hour days from Monday through Friday and the work week shall consist of forty (40) hours per week).

#### 2. Summer Hours

a. At the discretion of the Board of Education, summer hours for the summers of 2005, 2006, and 2007 shall commence upon the closing of school in June and continue through August 15. Summer hours are comprised of four (4) ten (10) hour days. Four (4) employees shall work a workweek of Tuesday through Friday. The remainder of the unit members shall work a workweek of Monday through Thursday. Overtime will not be calculated for the additional two (2) hours per day.

b. Whenever July 4<sup>th</sup> falls on a Friday, the employees of this unit shall receive Friday off and work Monday through Thursday.

c. The Superintendent will continue to charge each employee only one (1) vacation day for each Monday through Thursday, which is taken as vacation while Summer Hours are in effect.

B. The assignment of overtime shall be on a rotation basis, starting with the most senior employee. In any case the employee shall have the right, at any time, to refuse said overtime, but as a result of such refusal the employee will be placed at the bottom of the overtime, assignment list.

#### C. Procedures for Assigning Overtime:

A chart will be posted showing the accumulation of overtime for each employee, either worked or refused, and will be kept up to date on a weekly basis.

D. All overtime will be rounded off to the nearest quarter hour at the end of each pay period. Time and one half will be paid to all employees working more than eight hours in one shift or 40 hours in a week and for work performed on Saturdays. Double time shall be paid for work performed on Sundays and holidays.

E. On days when school is closed due to inclement weather or other such emergency, all employees shall work a four (4) hour day.-Day shift from 8 a.m. - 12 p.m. evening shift 10 a.m.-2 p.m., and shall be paid at the full days rate of pay. Any time worked beyond the four of work will be compensated at the overtime rate.

- F. As long as overtime reports are submitted to the Board before the close of the business day on the 15<sup>th</sup> of each month, (or the last working day prior to the 15<sup>th</sup> of each month as the case may be), overtime payments will be received by the employees covered by this Agreement in his/her end of the month pay. As long as overtime reports are submitted to the board before the close of the business day on the last working day of the month the overtime payment will be received by said employees in their mid-month pay of the following month.
  
- G. When a night shift employee is out a maximum of two employees can receive a minimum of two hours overtime when an employee is asked to work overtime past 10:45 p.m.
  
- H. A minimum of two hours overtime will be paid when an employee is asked to work overtime past 10:45 p.m.

**ARTICLE 9**

**EMPLOYEE EVALUATION/PROBATION OF NEW EMPLOYEES**

A. Job Evaluation

A copy of any job or performance report of an employee completed by the administration will be given, within ten days of the evaluation, to the employee. No such report shall be placed in the employee's file or otherwise acted upon prior to the employee receiving and signing a copy of the report. Employees shall not be required to sign blank forms. Employees may make a notation on the report that a reply to the report has been filed. Such reply shall be attached to the performance report and become part of the employee's personnel record.

B. Personnel Records

1. File

An employee shall have the right, upon reasonable notice, but not to exceed three (3) working days, to review the contents of his personnel file and to receive copies (one time only) at the Board's expense of any documents contained therein.

2. Derogatory Material

No material derogatory to an employee's conduct, service, character or personality shall be placed in his personnel file unless the employee has had the opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his signature to the copy to be filed with the expressed understanding that such a signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material which shall be reviewed by the Superintendent or the Superintendent's designee and attached to the file copy.

3. No separate file

Although the Board agrees to protect the confidentiality of personal references and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

4. The administration shall have no authority to reveal the content of the employee's file to any outside inquiry except with the written consent of the employee, or as required by law.

C. All new employees shall be placed on probation for a period of sixty (60) days from their date of hire. At the end of the sixty (60) day probationary period, said employee shall be evaluated and based upon that evaluation be:

1. Issued a contract retroactive to their first date of employment.
2. Terminated from employment with the Board.
3. Granted an additional (30) day probationary period.



## ARTICLE 10

### TYPES OF LEAVES

#### A. Sick Leave

1. All employees after one (1) year of service shall be entitled to fifteen (15) sick days.
2. Unused days may be accumulated from year to year without limit. Absence beyond accumulated time will be considered on an individual basis. An illness or accident which causes an association member to be absent in excess of three (3) consecutive workdays shall require documentation by a physician.
3. Full-time employees employed at the beginning of the school year and with less than one (1) year's service shall be entitled to twelve (12) sick days and shall receive one (1) personal day for each three (3) months of completed service. Those employed after July 31 shall, for their first year's employment, receive (1) sick day per month worked provided at least one-half of the month has been worked.

#### B. Temporary Leave of Absence

Full-time employees shall be entitled to the following temporary leaves of absence with full pay each year.

##### 1. Personal

Five (5) days leave of absence for personal, legal, business, household, or family matters which require absence during working hours. Application to the employee's immediate supervisor for personal days shall be made at least three (3) days before taking such leave (except in cases of an emergency) and the applicant for such leave shall not be required to state the reasons for taking it under this Section. Any personal day(s) not utilized will be added to accumulated sick leave entitlement for succeeding years as per N.J.S.A. 18A:30-7. Not more than one employee can have a personal day at one time. Personal days may not be appended to any other holiday or recess period except on an emergency basis and approval of the Superintendent.

##### 2. Bereavement

Up to five (5) working days at any one time in the event of death of a custodial/maintenance employee's spouse, child or parent, and up to four (4) work days in the event of the demise of a brother, sister, son-in-law, daughter-in-law, mother-in-law, brother-in-law or sister-in-law, grandparents or grandchildren. Up to one workday in the event of a grandparent-in-law, niece, nephew, aunt or uncle. In the event of a demise of a person as denoted in the second category above who is a member of the employee's immediate household, the five (5) days shall apply.

##### 3. Temporary Military

Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard: An employee shall be paid his regular pay, less any pay which has been received from the State or National Government.

4. Jury Duty

There will be no loss of pay due to absences caused by compliance with a court subpoena or jury when compliance is mandatory and the employee is not a party to the action and compliance must be carried out during school hours.

5. Professional Leave

Maintenance and custodial employees, upon approval of the Superintendent, shall be granted time during the school year for attendance at workshops and conferences within their area of expertise. Those attending such conferences or workshops shall be reimbursed for any expenses incurred.

C. Compensation for Unused Sick Leave

A full-time employee, with three (3) years and one (1) day of service in the district, upon retiring or termination of employment, shall be paid on amount of money calculated at the rate of thirty (\$30.00) dollars per day for each day of accumulated sick leave as of June 30th of the prior contract year. Unused sick days, for purposes of the above calculation, shall be limited to a maximum of two hundred twenty five (225) days, except that any days in excess of 225 that an employee had as of June 30 1993 shall be retained by that employee unless a reduction in the same occurs subsequent to the June 30, 1993 date. Payment shall be made for the then contract year on the basis of thirty (\$30.00) dollars per day times the number of months worked plus fifteen (\$15.00) dollars per day times the number of months remaining in the contract year. That is, an employee retiring or terminating employment in August of a calendar year, would receive one (1) sick day for July and one (1) sick day for August at the thirty (\$30.00) dollar per day rate and the balance of the months not worked would be at the rate of fifteen (\$15.00) per sick day, which could have been earned by the employee.

D. In the event of the death of an employee, payment for all accumulated days as stated above shall be paid to his/her estate within thirty (30) days of the employee's death.

## ARTICLE 11

### EXTENDED LEAVES OF ABSENCE

#### A. Military

Military leave without pay shall be granted to any full-time employee who is inducted or enlists in any branch of the armed forces of the United States for the period of such service or three (3) months after recovery of any wound or sickness at the time of discharge. A similar leave shall be granted to the employee whose spouse is so inducted or who enlists.

#### B. Maternity

##### 1. Natural Birth

The Board shall grant maternity leave with or without pay to qualified employees (see B.1.b. hereof) only upon request subject to the following stipulations and limitations:

- a. Maternity leave shall commence and terminate of the date requested by the employee.
- b. Maternity leave shall not exceed 24 months and shall apply to employees only providing the employee has not received notice of termination of employment pursuant to applicable law and has worked for the Board for at least three (3) years and one (1) day.
- c. The employee shall deliver to the Board a notice in writing of the commencement date and termination date of the requested leave no less than sixty (60) days prior to the said commencement date.
- d. Both of the aforesaid dates shall be subject to change as a consequence of a bona fide emergency.
- e. Any employee granted maternity leave with or without pay according to the provisions of this Section may at her discretion elect to use all or any part of her accumulated sick leave during the disability period as certified by her physician. An employee desiring to use sick days shall be permitted, unless otherwise documented by a physician, to do so thirty (30) days before and thirty (30) days after the birth of the child.
- f. Any employee granted maternity leave shall at her request be restored to the exact same position (providing the position has not been eliminated) vacated at the commencement of said leave.
- g. No employee shall be required to leave work because of pregnancy at any specific time prior to the expected childbirth nor be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse of specific duration between childbirth and the desired date of return unless the employee cannot perform her job function.
- h. The Board shall not remove any employee from her duties during pregnancy unless the employee is not medically able to continue their normal duties.

2. Adoption

Any employee adopting a child shall receive similar leave which shall commence upon his/her receiving defacto custody of said child, or earlier if necessary to fulfill the requirements for the adoption.

C. Illness in Family

A leave of absence without pay of up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family (limited to spouse, children, and parents). Additional leave may be granted at the discretion of the Board.

D. Personal Leaves

Other leaves of absence without pay for personal reasons may be granted by the Board at the Board's discretion.

E. Return from Leave

1. Salary

Upon return from a leave granted pursuant to Section a of this Article, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he would have achieved if he had not been absent. An employee shall not receive increment credit for time spent on an unpaid leave granted pursuant to Section B, C, and D of this Article.

2. Benefits

All benefits to which a full-time employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave provided he did not utilize same while on leave, shall be restored to him upon his return, and he shall be assigned to the same position which was held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

F. All leaves, extensions or renewals shall be applied for in writing and, if granted, shall be in writing.

## ARTICLE 12

### INSURANCE PROTECTION

A. Full Health Care Coverage

The Board shall provide health care insurance protection for all full-time employees. The Board shall pay the full premium for each full-time employee and, in cases where appropriate, for family-plan insurance coverage during the contract period.

1. Provisions of Coverage

The Board agrees to provide coverage for all eligible Association Members and dependents, in accordance with the provisions as agreed to by the Education Association unit of the Union County Vocational-Technical Schools.

B. Dental Plan

The Board agrees to provide dental coverage for all eligible Association Members and dependents in accordance with the provisions as agreed to by the Education Association unit of the Union County Vocational-Technical Schools.

C. Prescription Drug Plan

The Board agrees to provide a co-pay drug prescription plan for all eligible Association Members and their dependents, in accordance with the provisions as agreed to by the Teacher Association unit of the Union County Vocational-Technical schools

D. Insurance Carrier

The Board may substitute other insurance carriers so long as the insurance coverage and service provided are similar to or better than those now being provided.

E. Safety Glasses

The Board agrees to the annual reimbursement for safety glasses, at a maximum, of Two Hundred and fifty (\$250.00) dollars.

## ARTICLE 13

### MISCELLANEOUS PROVISIONS

A. Nondiscrimination

The Board and Association agree that there shall be no discrimination on the basis of race, creed, color, religion, national origin, sex, age or marital status.

B. Board Policy

This Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.

C. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect, unless there is a substantial change in the meaning or effect of any other provision because of said invalidity.

D. Compliance Between Individual Contract and Master Agreement

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

E. Printing Agreement

Copies of this Agreement shall be printed at the expense of the Board within thirty (30) days after the Agreement is signed. The Association shall be responsible for distributing copies to all employees in the unit now employed and hereafter employed by the Board.

F. Notice

Whenever notice is required to be given by either of the parties to this Agreement, the other party, pursuant to the provision(s) of this Agreement, shall do so by certified mail, return receipt requested, at the following addresses:

1. If by the Association:

Board of Education  
1776 Raritan Road Scotch  
Plains, New Jersey 07076

2. If by the Board:

Maintenance Personnel & Custodians Association  
1776 Raritan Road  
Scotch Plains, New Jersey 07076

G. Past Practice

Except as this Agreement shall otherwise provide, all terms and conditions of employment in effect on the effective date of this Agreement as established by the administrative procedures, practices, rules and regulations enforced on said date, shall continue to be so applicable during the term of this Agreement.

H. Part-Time Evening Custodian

1. The individual in this position works nineteen and one-half hours per week. The workweek shall consist of five (5) three (3) hour and forty-five (45) minute workdays per week.
2. The individual in this position is entitled to eight (8) sick days and two (2) personal days.
3. The individual in this position be entitled to the following vacation schedule:
  - a. Zero (0) to one (1) year - one day (1) per two months worked with a limit of six (6) days.
  - b. One (1) year to two (2) years, inclusive- six (6) days.
  - c. Three (3) years to five (5) years, inclusive- eight (8) days.
  - d. Six (6) years and over- ten (10) days.
4. The individual in this position receives an hourly wage of \$13.00 per hour.
5. Terms and conditions of employment not covered in this side bargaining agreement shall be subject to the negotiated agreement between the Union County Vocational-Technical Schools Board of Education and the Maintenance Personnel and Custodians of the Union County Vocational-Technical Schools.
6. This agreement should not be construed or considered as precedent setting or as establishing as past practice.

## **ARTICLE 14**

### **VACATION**

- A. Personnel with twelve (12) month contracts shall have vacation at times approved by the Superintendent according to the needs of the School. Requests for vacations must be processed through the Superintendent.
- B. Vacation entitlement shall be as follows:
  - 1. Zero to one (1) year - One (1) day per month worked with a limit of ten (10) days.
  - 2. One (1) year to two (2) years, inclusive - Twelve (12) days.
  - 3. Three (3) years to five (5) years, inclusive- Fifteen (15) days.
  - 4. Six (6) years and over - Twenty (20) days.
- C. Vacation time may not be accumulated for more than two (2) years entitlement for all employees.
- D. Vacation time shall be selected by seniority and may be taken at any time during the contract year subject to the approval of the Superintendent. No vacation days shall be granted before or after a holiday without prior written approval of the Superintendent.
- E. Vacation entitlement may be taken as terminal leave with appropriate notification and approval of the Superintendent.



## **ARTICLE 15**

### **EXPENSES**

- A. All employees shall be reimbursed at the mileage rate authorized by the federal government for use of their personal automobile (no automobile may be used for Board business unless it is insured for at least \$50,000.00/\$100,000.00 liability) for business travel approved by the Superintendent. Travel to place of regular business and home is not considered business travel. Travel may be computed from home if it is closer than the place of normal business for a reimbursable trip.
- B. Other expenses which may be allowed, subject to approval by the Superintendent, within the maximums authorized by the Board are:
  - 1. Road tolls and parking fees involved in business approved travel.
  - 2. Meals

## ARTICLE 16

### **DUES DEDUCTION, REPRESENTATION FEE**

#### A. Representation Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1, to the following June 30), 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. This fee shall be the maximum allowed by law.

#### B. Procedure

##### 1. Notification

Prior to November 1 of each year, the Association will submit to the Board a list of those employees who have neither become members of the Association for the then current membership year nor paid directly to the Association the full amount of the representation fee for that membership year.

##### 2. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- a. Ten (10) days after the receipt of the aforesaid list by the Board; or
- b. Thirty (30) days after the employee begins his employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

## ARTICLE 17

### SENIORITY, RECALL AND TERMINATION

- A. The seniority (which is defined as an employee's total length of service with the Board beginning with his date of permanent hire) of the maintenance personnel and custodial workers covered by this Agreement, shall be based on their original date of hiring as full-time employees.
- B. Before any new employees are hired, employees on layoff status shall, in accordance with seniority, be offered the available job to be filled provided they are able to do and perform the work. If any such employee who was on layoff status takes the available job opening, but the job pays less than the job from which he was laid off, then said employee will retain a recall right to the job from which he was laid off. Any employee who refused a recall to the job from which he was laid off shall lose recall rights to that job and his seniority. An employee's right to rehire hereunder after being laid off by the Board shall exist for one (1) year following the date of layoff.
- C. An employee shall lose seniority and his employment shall automatically terminate for the following reasons:
1. If the employee resigns.
  2. If the employee is discharged.
  3. If the employee is absent for three (3) working days without notifying his immediate supervisor of the reason for such absence, unless such failure to so notify the said supervisor is for unusual or emergency reasons.
  4. If the employee fails to report for work within seven (7) days after being called back by the Board. The Board shall be deemed to have given proper notice if sent or transmitted by United States mail, telegram or telephone to the employee's last known address.
  5. If the employee exceeds a leave of absence beyond the time provided by the Board and the employee has failed to give the Board a justifiable reason why the employee has failed to return from the leave of absence when due to so return.
  6. If the employee gives a false reason for obtaining a leave of absence.
  7. If the employee engages in gainful employment during an authorized leave of absence without specific written consent of the Board.
- D. An employee returning from a layoff shall be placed on the salary guide at the same level he was located when the layoff took place.

## ARTICLE 18

### WAGES

A. Salaries

The Salary Guide is attached hereto and made a part hereof.

B. Evening Shift Differential

It is understood and agreed that any full-time employee working the night shift shall receive a shift differential of an additional forty (\$.45) cents per hour for 2005-06 and an additional fifty (\$.50) cents per hour for 2006-08.

C. Black Seal License

During the life of this contract, any employee who is the holder of a Black Seal Boiler License shall receive a pay differential of three hundred dollars (\$300.00) per year. In addition, the Board of Education shall reimburse the employee the cost of the Black Seal Boiler License renewal fee.

D. Employees shall be paid their salary in twenty-four (24) equal installments on the fifteenth (15th) and the last day of the month. If the 15th or last day falls on a day when schools are closed, the employees shall be paid that installment on the last day school is in session.

E. On paydays the lunch break shall be forty-five (45) minutes.

## **ARTICLE 19**

### **JOB POSTINGS**

- A. When a new classification or a job in an existing category is established on a permanent basis as a result of a retirement, resignation, discharge for cause or an increase in the work force, the Board agrees to post a notice of same on the bulletin board maintained in the Receiving Room for no less than a 72 hour period. Employees may apply within the said 72 hour period, in writing, for such vacancy. The Board agrees to give careful consideration and to fill such vacancies on the basis of seniority, physical fitness and ability. Nothing herein contained shall be inconsistent with the Board's affirmative action policy and no arbitrary preference shall be given to present employees inconsistent with said affirmative action policy.
  
- B. The Board agrees to post the name of the successful candidate two weeks following the appointment by the Board. An unsuccessful candidate will have the right to grieve the appointment made within five (5) days after the posting of the successful candidate's selection. The successful applicant shall hold the job to which he is appointed for a period of sixty (60) days on a trial basis. At the end of the sixty (60) day trial period, the employee will be treated in accordance with Article 10, Section C, as a probationary employee.

**ARTICLE 20**

**DURATION OF AGREEMENT**

The term of this Agreement shall be for three (3) years commencing July 1, 2005 and terminating June 30, 2008.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the 27<sup>th</sup> day of June 2005.

For the Association

For the Board of Education

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
President

BY: \_\_\_\_\_  
Secretary

BY: \_\_\_\_\_  
Secretary

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_