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BOOK DOES
NOT CIRCULATE

AGREEMENT BETWEEN
THE METUCHEN BOARD OF EDUCATION
AND
METUCHEN CUSTODIAL AND MAINTENANCE ASSOCIATION

July 1, 1972
through
June 30, 1974

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FREAMBLE

The Board of Education of Metuchen, New Jersey and the Metuchen Custodial and Maintenance Association do hereby agree that Boards of Education and their employees have an obligation to the public to insure optimum performance for the educational institutions in which they serve. In order to discharge this obligation, both must assert their full, continuing and cooperative efforts to achieve the highest possible standards of Health, Safety and Welfare for every pupil of this District.

ARTICLE I

RECOGNITION

The Metuchen Board of Education (hereinafter referred to as the Board) recognizes the Metuchen Custodial and Maintenance Association (hereinafter referred to as the Association) as the exclusive representative for collective negotiation concerning the terms and conditions of employment for the personnel in the Custodial, Maintenance and Matron Categories, but excluding all supervisors.

ARTICLE II

BOARD RIGHTS

The Association acknowledges that the employees of the Board of Education which it represents are not entitled to strike

or to take any other collective action to disable the Board of Education in the discharge of its statutory duty and the Association agrees that such action would constitute a material breach of this Agreement. Nothing contained in this Agreement shall be construed to limit or restrict the Board of Education in its right to seek and obtain such judicial relief as it may be entitled to have, in law or in equity, for injunction or damages, or both in the event of such a breach.

ARTICLE III

EMPLOYEE RIGHTS

Pursuant to Chapter 303, Public Laws 1968, the Board hereby agrees that every Custodian, Maintenance Man or Matron as an employee of the Board shall have the right freely to organize, join and support the Association for the purpose of engaging in collective negotiations and other concerted lawful activities for their mutual aid and protection. As a duly elected body exercising governmental power under color of the law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 303, Public Laws 1968, or other laws of New Jersey or the Constitution of New Jersey or of the United States; that it shall not discriminate

against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his membership or non-membership in the Association, his participation in any activities of the Association, collective negotiations with the Board, or his institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

No employee shall be disciplined or reprimanded without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.

Whenever any employee is required to appear before the Board concerning any matter which could adversely affect the continuation of that employee in his employment or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

No employee shall be prevented from wearing pins or other normal identification of membership in the Association.

ARTICLE IV

NEGOTIATIONS PROCEDURE

Section 1 - Meetings

(a) Proposals instituted by the Association for negotiations will be submitted in writing to the Business Administrator or in his absence to the Superintendent of Schools no later than October 15, 1972 for the 1973-1974 school year and will be discussed with either of them, usually after the first shift (7:00 A.M. to 3:30 P.M.) working hours. If it is necessary for an Association Officer or designee to be released from his second shift (3:00 P.M. to 11:00 P.M.) duties to participate in the proposal presentation, the Board of Education will release one (1) person. Such designee will suffer no loss of pay.

(b) Either the Board or the Association, upon written request, thereafter can convene a meeting for the purpose of conducting negotiations. A mutually convenient meeting date shall be set within fifteen (15) working days, after the above date, exclusive of official Board-designated holidays or vacations.

(c) All parties have the right to utilize the service of counsel or consultants in the deliberations.

Section 2 - Agreement

When the Board and the Association reach Agreement it shall be reduced to writing.

Section 3 - Mediation and Fact-Finding

(a) If an impasse is reached during negotiations, the impasse will be resolved in accordance with the rules and regulations of the Public Employment Relations Commission and Chapter 303, Laws of 1968.

(b) Every effort will be made to have the Mediation and Fact-Finding conducted after the first shift (7:00 A.M. to 3:30 P.M.) working hours. However, if it is necessary that such take place during the first shift hours, requiring the release of Association officers, Committee members or employees, the Board will release only two (2) persons designated by the Association. Such designees will suffer no loss of pay. Similarly, if the persons designated by the Association are second Shift employees, the Board will release no more than two (2) persons without loss of pay.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1 - Grievance Defined

A "grievance" shall mean a complaint by an employee:

(1) That there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of the Agreement or,

(2) That he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting Association employees, except that the term "grievance" shall not apply to any matter to which

(a) a method of review is required either by law or by any rule or regulation of the State Commissioner of Education having the force and effect of law or by any by-law of the Board of Education, or

(b) The Board of Education is without legal authority to act, or

(c) a complaint of a non-tenure employee which arises by reason of his not being re-employed.

As used in this definition, the term "employee" shall mean also a group of employees having the same grievance, each who signs the grievance.

Section 2 - Procedure

(a) Any individual Association employee of the District shall be assured freedom from restraint, interference, coercion,

discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or to designate a representative(s) of the Association or other person of his own choosing to appear with him at any step in his appeal.

(b) A grievance to be considered must be taken up by the employee within ten (10) calendar days of its occurrence or within ten (10) calendar days after he would reasonably be expected to know of its occurrence.

(c) An employee shall first discuss and try to resolve with his immediate superiors (supervisor and principal) the nature of his complaint.

(d) If the complaint is not resolved to the employee's satisfaction with his immediate superior and/or the building principal within five (5) days of its submission, the employee may submit his grievance to the Business Administrator in writing specifying:

- (1) The exact nature of the grievance;
- (2) The results of previous discussion and efforts to resolve it;
- (3) His dissatisfaction with decisions previously rendered. (copy to the building principal)

(e) The Business Administrator shall meet with the employee within ten (10) working days from the receipt of the application.

(f) The Business Administrator shall advise the employee of his decision in writing within ten (10) days after such meeting.

(g) If the Business Administrator fails to act as outlined in paragraph (e) or (f) above, or the employee is dissatisfied with the Business Administrator's decision, the employee, within five (5) days of the failure and/or date of decision by the Business Administrator, may submit his grievance to the Board. This shall be in writing and shall include:

- (1) a copy of the letter to the Business Administrator, per Paragraph (d) and,

- (2) a statement as to the dissatisfaction with the Business Administrator's action (copies to the Business Administrator and Superintendent).

(h) The Board shall take such steps as it deems necessary and desirable, which may include a hearing with the employee, to effect an equitable determination of the grievance and shall render its decision in writing to the employee within thirty-one (31) days from the receipt of said grievance.

ARTICLE VI
ARBITRATION

Section 1.

It is the intent of the parties to this Agreement that the arbitration procedure herein shall serve as a means for the peaceable settlement of grievances which are not settled under Article V that may arise between them. If a request for arbitration is made by either party, the rules and procedures of the American Arbitration Association shall govern except as otherwise provided herein.

Section 2.

The recommendations of the arbitrator shall be final and binding on grievances processed as a violation, misinterpretation or inequitable application of any of the provisions of the Agreement per Article V, Section 1 (1) and shall be only advisory for all grievances processed per Article V, Section 1 (2).

Section 3.

If a grievance is not satisfactorily settled under Article V, Section 2, (h) it may be submitted to arbitration by the Association at its discretion, provided notice in writing of the intent to do so is given to the Board within five (5) calendar days of the decision under Article V, Section 2 (h).

Section 4.

After giving notice of intent to arbitrate as provided in Section 3 above, the Association must within ten (10) calendar days thereafter submit its request to the American Arbitration Association for the appointment of an arbitrator in accordance with its rules and procedures. Failure to comply with the provisions of this Article shall make the decision of the Board final and conclusive on said grievance unless the time limits herein provided for are extended by mutual agreement.

Section 5.

Each grievance will be arbitrated separately except those of a similar nature, pursuant to mutual agreement.

Section 6.

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the agreement between the parties or any applicable policy of the Board.

Section 7.

The parties affected shall be afforded a full opportunity to present any evidence, written or oral, which may be pertinent to the matter in dispute.

Section 8.

(a) Each party will bear the total cost incurred by themselves.

(b) The fees and expenses of the arbitrator are the only costs which will be shared by the two parties.

(c) All cost of and expenses incurred by the arbitrator will be shared equally by the Board and the Association. The Board and the Association will bear the total cost incurred by each on behalf of their position. Every effort will be made to have arbitration conducted after first shift working hours. Regardless of the release of Association officers, Committee members or employees, the Board will release only two (2) Association designees, such designees to suffer no loss of pay, and as for any other employee, Committee members or Association officers required during arbitration the Board will pay only the cost necessary to provide for two (2) substitutes, and the lost time will be borne by the employee or the Association as they determine. If the Board requires as witnesses in the proceedings, employees of the school District, the Board will designate those who will suffer no loss of pay.

(d) If arbitration does take place during first shift working hours, in such a manner that only a partial day is required, the Association hereby agrees that regularly assigned Custodians will assume, as required, duties left uncovered as a result of such arbitration.

ARTICLE VII

VACATIONS

Employees after one (1) full year of employment shall be

entitled to three (3) weeks vacation with pay.

Employees after ten (10) full years of employment, shall be entitled to four (4) weeks of vacation with pay.

ARTICLE VIII

HOLIDAY PAY

(a) Any employee who works on any Board-declared holiday, will receive time and one half (1-1/2) for all hours worked on said holiday, in addition to his regular day's pay. Board declared holidays are as follows:

- New Year's Day
- Martin Luther King's Birthday (provided it is a day when school is closed according to school calendar)
- Good Friday
- Easter Monday
- Memorial Day
- July Fourth
- Labor Day
- Presidential Election Day
- Thanksgiving Day
- Christmas Day
- Two (2) Floating Holidays (to be selected by the Association and approved by the Business Administrator. These days to be days when school is closed per school calendar)

(b) If any of the above holidays fall during an employee's vacation period, he shall be given an extra day's vacation.

ARTICLE IX

INSURANCE

The Board agrees to provide, at no cost to the employees, hospital and medical-surgical insurance coverage for all employees and their eligible dependents.

The Board agrees to provide, at no cost to the employees, Major-Medical insurance coverage for the employees only.

The Board retains the right to change insurance carriers. The Board will advise the Association when any change in carriers is made.

ARTICLE X

LEAVES OF ABSENCE

Section 1 - Sick Leaves

Non-professional employees paid on a salary basis are entitled to ten (10) days sick leave without loss of pay. All unused sick leave in any school year shall be cumulative. The Superintendent or Business Administrator may require an employee to present a doctor's statement or proof of illness. Employees

will be notified by September 1 of each year of the amount of unused sick leave due them.

Section 2 - Military Leave

According to the State law every person holding a position in a school district in New Jersey who enters the armed forces shall be granted a leave of absence for the period of such service and for further periods under certain conditions. The laws in effect at the time will govern military leaves, the rights thereunder and benefits available.

Section 3 - Death in the Immediate Family

Salaried non-professional personnel may be granted time off for death in the immediate family in accordance with the overall provisions of Board policy No. 4253.

Immediate family shall mean spouse, child, mother, father, brother, sister or a relative who lives within the employee's household. The absence may precede, include, or follow the death of a member of the immediate family.

Section 4 - Urgent Personal Business

Urgent personal business leave as set forth in Board policy No. 4252 will apply.

ARTICLE XI

SALARY

Section 1

Salaries shall be paid as set forth in Schedules "A" and "B" annexed hereto and made a part hereof. Salary progressions and/or increments are not automatic and may be withheld by the Board for inefficiency or for other good cause.

Section 2

Black seal license pay as shown on Schedules "A" and "B" will apply for the duration of this contract.

Section 3

Employees shall be paid at the rate of time and one half (1-1/2) for all work over forty (40) hours per normal week, except as follows:

(a) Employees shall be paid at the rate of double time (2x) for all hours worked on a Sunday provided the employee has completed at least forty (40) hours of work in that week. A normal week begins on Monday and concludes on the Sunday immediately following the Monday.

ARTICLE XII
MISCELLANEOUS

Section 1

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws of the State of New Jersey and rules and regulations of the Board:

- (a) to direct employees of the school District;
- (b) to hire, promote, transfer, assign, and retain employees in positions within the school District, and for just cause to suspend, demote, discharge, or take other disciplinary action against employees;
- (c) to relieve employees from duties because of lack of work or for other legitimate reasons;
- (d) to maintain the efficiency of the school District operations entrusted to them;
- (e) to determine the methods, means and personnel by which such operations are to be conducted, and
- (f) to take whatever actions may be necessary to carry out the mission of the school District in situations of emergency.

Section 2

If any Article or Section of this Agreement 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 restricted by such tribunal pending a final determination as to its validity, the remainder of this Agreement shall not be affected thereby.

Section 3

It is understood by all parties that, under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.

Section 4

It is understood by all parties that the Association expressly agrees that negotiations will be conducted without the use of pressure tactics or any practice generally defined within the term, "sanctions", and to this end, the parties agree that during the period of negotiations, such period to be construed not to end until one or the other of the parties fails to accept the recommendations of the Fact-Finder if one is used, the

only publicity accorded the negotiations by the parties will consist of a joint press release or, in the event the parties are unable to agree upon wording, a joint press release stating that "No Progress Has Been Made".

Section 5

Association officers and Committees will not perform Association business during assigned shift hours nor will Association meetings be conducted on school premises without authorization by the appropriate administrative officer. Posters or announcements pertaining to Association affairs will not be posted on bulletin boards or in any area accessible to the public or the students unless such have first been approved by the appropriate administrative officer.

Section 6

Transfer policy as set forth in Board policy No. 4215b will apply.

Section 7

Each employee is entitled to see his personal Evaluation Report which he will sign and upon request will be given a copy. The employee has a right to submit a written response to his evaluation.

Section 8

Each Custodian and Maintenance man will receive two (2) winter and two (2) summer uniforms. Each employee is required to wear and maintain these uniforms. Winter jackets will be

furnished to each school as follows:

High School - two (2)

Franklin School - two (2)

Each Elementary School - (1)

Each Maintenance Man - one (1)

Special Education Driver - one (1)

Section 9

Association State and National representatives will first report to the principal and secure permission before visiting in the school or meeting with individual Association members or officers during the normal shift(s) hours.

Section 10

(a) The Board, upon proper individual authorization, will deduct Association membership dues in accordance with NJSA 52:14-15.9e.

(b) The Board, upon proper individual authorization, will make deductions for other Board recognized and approved plans where permitted by statute.

(c) The Association agrees to indemnify and hold the Board harmless from any claims, demands, or actions that may be brought against the Board by any of the covered employees from whose salaries deductions provided for in this Agreement are made.

Section 11

Employees will be notified of job vacancies either by a notice in writing to each employee or by the posting of such job

vacancy on appropriate bulletin boards.

Section 12

The Board either in hiring, promoting, advancing, or assigning to jobs, or any other term or condition of employment, will not discriminate against any employee because of sex, race, creed, color or religious belief.

Section 13

Employees who are not going to be re-employed for the next school year will be so notified by May 15 of the current school year.

Section 14

All official correspondence between the parties will be by certified mail, telegram, or by acknowledged personal delivery and shall be addressed to either the Business Administrator or the Superintendent of Schools, the President or the Secretary of the Association.

ARTICLE XIII

RELATIONSHIP OF THE PARTIES

The relationship of the parties is fully and exclusively set forth by this Agreement and by no other means, oral or written.

ARTICLE XIV

DURATION

This Agreement shall become effective July 1, 1972, and

will remain in full force and effect until June 30, 1974, provided however, that this Agreement may be reopened October 15, 1972, solely for the purpose of negotiating salaries for the 1973-1974 school year.

IN WITNESS WHEREOF, the parties have hereunto affixed their signatures.

METUCHEN BOARD OF EDUCATION

by Wm. C. Cummings, Jr.

date November 9, 1972

METUCHEN CUSTODIAL AND MAINTENANCE ASSOCIATION

by Willis K. McClain

date November 22, 1972

SCHEDULE "A"
CUSTODIAL SALARY GUIDE
1972-1973

<u>Year of Service</u>	<u>Amount</u>
1st	\$6,300.00
2nd	6,500.00
3rd	6,700.00
4th	6,900.00
5th	7,100.00
6th	7,300.00
7th	7,500.00
8th	7,700.00
9th	7,900.00
10th or more	8,200.00
Head Custodian High School	700.00 additional
Night Custodian in Charge - High School	400.00 additional
Head Custodian Franklin	700.00 additional
Night Custodian in Charge-Franklin School	300.00 additional
Head Custodian(s)-Elementary Schools	300.00 additional
Black Seal Boiler License	100.00 additional

The salary progression listed under Custodial Salary Guide above is not automatic and may be withheld by the Board for inefficiency or other good cause.

SCHEDULE "B"
MAINTENANCE SALARIES
1972-1973

George A. Brokenshire	\$7,400.00
William Harhan	\$9,950.00
Walter Patskanick	\$6,750.00
Benny Prusinowski	\$7,800.00
Eugene D. Weatherill	\$11,150.00

Possessors of a current Black Seal Boiler License will receive \$100.00 additional.

The salaries for the maintenance men have been determined on an individual basis predicated upon merit and longevity. Increases are not automatic and may be withheld by the Board for inefficiency or other good cause.

