

Contract 710

AGREEMENT

BETWEEN

SOUTH PLAINFIELD BOARD OF EDUCATION

AND

SOUTH PLAINFIELD CUSTODIAN AND MAINTENANCE ASSOCIATION

JULY 1, 1991 - JUNE 30, 1994

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PREAMBLE

This Agreement, made this 21st day of January, 1992, by and between the BOARD OF EDUCATION OF THE BOROUGH OF SOUTH PLAINFIELD, NEW JERSEY, hereinafter referred to as the "Board", and the SOUTH PLAINFIELD CUSTODIAN AND MAINTENANCE ASSOCIATION, hereinafter referred to as the "Association", wherein it is mutually agreed as follows:

ARTICLE I
RECOGNITION

A. Unit

Pursuant to the New Jersey Employer-Employee Relations Act, as amended, the Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning terms and conditions of employment for all personnel whether under contract, on leave, employed or to be employed by the Board, including

Maintenance Men
Custodians (Groundsmen)
Heating, Ventilating, Air Conditioning
Technician
Lead Maintenance/Custodian/Groundsman

but excluding

- (a) Foremen
- (b) All other employees of the South Plainfield Board of Education

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 references to male employees shall include female employees.

ARTICLE II
NEGOTIATION OF SUCCESSOR AGREEMENT

A. Not later than October 1 the parties agree to initiate negotiations over a successor Agreement in accordance with the procedure set forth herein in a good-faith effort on both sides to reach 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 be reduced to writing, approved by the Association, signed by the Association and, if ratified, signed and approved by the Board of Education. Further, items of mutual concern and interest shall be discussed upon mutual agreement of the parties.

ARTICLE II
Negotiation of Successor Agreement, cont.

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B. Negotiations shall commence with a meeting at a mutually satisfactory place within twenty (20) working days after receipt of a proposal, unless the Board and the Association mutually agree to an extension of time. During negotiation, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counterproposals. 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.

C. 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.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions:

1. A "Grievance" shall mean a complaint by an employee or group of employees that there has been as to him or them a violation, misinterpretation, discriminatory or inequitable application of any of the provisions of this Agreement or any administrative decision affecting his or their terms and conditions of employment. A grievance to be considered under this procedure must be initiated by the employee within ten (10) work days of the time that the employee knows or should have known of its occurrence, otherwise the same shall be deemed to have been abandoned. Except that the term "Grievance" shall not apply to any matter as to which (a) a method of review is prescribed by law; or (b) the Board of Education is without authority to act; or (c) a complaint of an employee which arises by reason of his not being re-employed, or (d) any matter which the Public Employment Relations Commission has ruled or has the power to rule.

2. An "aggrieved person" is the person claiming the grievance.

3. An "employee" is the school employee who is presenting the grievance or his representative, or both.

B. Purpose:

The purpose of this procedure is to resolve, at the lowest possible level, any grievance presented. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. Procedure:

1. The number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement. Failure to meet the time limits shall mean, for the Board, that the grievance shall proceed to the next step, and, for the aggrieved person, that the grievance shall be deemed abandoned and dismissed.

2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the fiscal year and, if left unresolved until the beginning of the following year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the fiscal year, or as soon thereafter as is practicable.

3. (a) Any aggrieved person may be represented at all stages of the grievance procedure by himself or, at his 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 to state its views at all stages of the grievance procedure.

(b) It shall be the general practice of all parties in interest to process grievance procedures during times which do not interfere with assigned duties, provided, however, in the event it is agreed by the Board or its agent to hold the proceeding during regular working hours, an employee participating in any level of the grievance procedure, with any representative of the Board, shall be released from assigned duties without loss of pay.

4. Level One:

An employee with a grievance shall first discuss it with his immediate superior, with the objective of resolving the matter informally.

5. Level Two:

If the matter is not resolved at Level One, the employee with a grievance shall submit it in writing to his immediate supervisor with the objective of resolving the matter. Forms for filing grievance and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution.

6. Level Three:

If the aggrieved person has not received a written reply from Level Two within five (5) work days and/or is not satisfied with

the disposition of his grievance, he shall file a grievance in writing with the Superintendent of Schools within ten (10) work days after the filing of the grievance at Level Two. The written grievance shall specify: the basic details constituting the grievance; the specific clauses in the Agreement which are claimed to be violated; the results of previous discussions, if any; the dissatisfaction with any decisions previously rendered.

7. Level Four:

If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or has not received a written reply within ten (10) work days after the grievance was delivered to the Superintendent of Schools, he may within five (5) work days after the decision by the Superintendent, or fifteen (15) work days after the grievance was delivered to the Superintendent, whichever is sooner, submit in writing his grievance to the Board. The Board shall render a decision within twenty (20) work days after receipt of the grievance, or ten (10) work days after a Board appearance by the employee, should the Board deem such an appearance necessary or beneficial.

8. Level Five:

(a) If the aggrieved person does not accept the disposition of his grievance at Level Four and wishes review by a third party and the claim pertains exclusively to violation, misinterpretation, or discriminatory or inequitable application of any of the provisions of this Agreement, he shall notify the Board through the Superintendent within ten (10) work days of the receipt of the Board's decision. An aggrieved person in order to process his grievance beyond Level Four must have his request for such action accompanied by the written recommendation for such action by the Association.

(b) In order to secure the services of an arbitrator, a request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an arbitrator in the dispute in question. The parties shall then be bound by the Rules and Procedures of the American Arbitration Association in the selection of an arbitrator.

(c) The decision of the arbitrator shall be in writing and shall set forth his 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 by the Board prohibited by or violative of any law, or which is violative of the terms of this Agreement. As his power is limited to matters involving the application of the terms of this Agreement, grievances must be resolved within the terms of this Agreement and the arbitrator

ARTICLE III
Grievance Procedure, cont.

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shall have no power to add to or subtract from or modify any of the terms of this Agreement. Nor shall the arbitrator have the authority to establish any hourly or yearly wage rate or change any hourly or yearly wage rate contained herein without specific authority from the parties. The arbitrator shall not in any case have power to rule on any issue or dispute which is not a grievable matter under this Article III or so specified under the provisions of this Agreement. The decision of the arbitrator shall be final and binding on all the parties.

(d) Each party will bear the total cost incurred by itself. The fees and expenses of the arbitrator are the only costs which shall be shared by the two parties and they shall be shared equally.

9. It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and rules and regulations of the Board until such grievance and any effect thereof shall have been fully and finally resolved.

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

ARTICLE IV
SICK LEAVE

A. All twelve-month employees shall be entitled to twelve (12) sick leave days each year as of the first official day of said fiscal year whether or not they report for work on that day. Sick leave for personnel entering the school district during the school year will be pro-rated on the basis of one (1) day per month for each full month of employment. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Previously accumulated sick leave days, accumulated in the South Plainfield schools, shall be reinstated upon employee's return to the school system.

C. Sick Leave Extended - The Board of Education agrees that in the event a tenure custodian utilized all his accumulated sick leave due to a protracted illness of thirty (30) working days, they may pay to him the difference, if any, between his contract salary and that of his replacement for the balance of the contract year or the duration of such illness, whichever period is of a lesser duration. Should no replacement be available during any part or all of the protracted illness, substitute's pay will be deducted from the contract salary.

ARTICLE IV
Sick Leave, cont.

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D. Each employee who has perfect attendance shall be paid three hundred dollars (\$300.00) in each contract year in which that perfect attendance has been achieved. This will start in the 1985/1986 contract with monies to be paid in the 1986/1987 school year.

E. (a) Upon a bona fide PERS or TPAF retirement, excluding vesting, the employee will have the option between a medical benefits clause set forth in E (b) or payment of unused sick leave days according to the following schedule:

Twenty-five dollars (\$25.00) per day - one day to one hundred twenty (120) days; fifty dollars (\$50.00) per day - one hundred twenty-one (121) days to two hundred twenty (220) days; twelve dollars fifty cents (\$12.50) per day - two hundred twenty-one (221) days upward.

(b) Agreement was reached on benefits upon bona fide PERS or TPAF retirement, excluding vesting. In order to qualify, an employee must have accrued one hundred twenty (120) sick days by age fifty-five (55) with twenty-five (25) years in South Plainfield. Coverage at retirement for all current medical benefits will be paid at our current rate and is to be for husband and wife up to age sixty-five (65) or adjusted downward by law to the point where Medicare will be paid at an earlier age. The earlier age shall be the standard intended in this clause. Payment shall be made to the insurance carrier at the rate in full effect at the time of employee's retirement date. Increases in cost beyond the retirement date or changes in coverage are to be borne by the employee.

ARTICLE V
EMPLOYEES' RIGHTS

A. Pursuant to the New Jersey Employer-Employee Relations Act, as amended, the Board and the Association hereby agree that every employee in the unit shall have the right freely to organize, join and support the Association and its activities and affiliates, or refuse to do so, for the purpose of engaging in collective negotiations. The Board and the Association undertake and agree that they shall not directly or indirectly discourage, deprive or coerce any employee in the enjoyment of any rights conferred by the Act.

B. No tenured employee shall be docked in pay or receive a letter of reprimand without the employee and Association being informed prior thereto. The parties shall attempt to agree to an equitable disposition of the matter. If such an agreement cannot be reached and said docking of pay occurs or letter of reprimand is issued, such action shall be subject to the grievance procedure.

C. Whenever any employee is required to appear before the Board concerning any matter which could adversely affect the continuation of that employee's employment, then he shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise and represent him.

ARTICLE VI
ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available information concerning the financial resources of the district, such as annual financial reports and audits, directory of all personnel in the unit and all changes that may arise, budgetary requirements and allocations, agenda and minutes of all Board meetings, and such information that shall assist the Association in developing accurate and constructive programs on behalf of the employees relative to collective negotiations, including the processing of grievances. This provision shall not infringe upon any rights of confidentiality.

B. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations and grievance proceedings, he shall suffer no loss of pay.

C. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations. Permission of the building Principal shall be required. Such permission shall not be unreasonably withheld.

D. The Association shall have the right to use school equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies and repairs incident to such use.

E. The Association shall have the right to the reasonable use of the interschool mail facilities and school mailboxes.

ARTICLE VII
TEMPORARY LEAVE OF ABSENCE

A. Employees shall be entitled to nonaccumulative leave of absence with full pay for the following reasons up to a maximum of five (5) days in any contract year:

ARTICLE VII
Temporary Leave of Absence

SPCMA

1. Marriage in immediate family.
2. Graduation exercises of the employee or his children.
3. Required appearance in court.
4. Past practices of the Board of Education relative to requests for leave time concerning obligatory religious holidays, the observance of which require an abstinence from work during regular school hours.
5. Two (2) days without specifying the reason if said day is considered to be of a personal nature.
6. Up to three (3) days may be granted for serious illness in the immediate family (husband, wife, children, and other members of the same home; father, mother, brothers and sisters, grandfather and grandmother, father-in-law and mother-in-law.)

All leaves of absence referred to in this section are subject to the following conditions:

(a) At least three (3) school days notice shall be given in requesting a personal day through the immediate supervisor. Lacking such notice, the absence will be considered unauthorized and the employee's pay will be deducted on a pro rata basis of his annual salary. Deduction of salary will be waived in cases of extreme emergency.

(b) The Superintendent of Schools, in the best educational interest of the school district, is empowered to deny or grant any requests for the above days.

B. Up to three (3) days may be granted for each death in the immediate family (husband, wife, children, grandchildren, and other members of the same home; father and mother, brothers and sisters, grandfather and grandmother, father-in-law and mother-in-law.)

C. One (1) day will be granted to attend the funeral of a non-immediate-family member.

D.. Extensions to any temporary leaves of absence referred to in Sections "A" and "B" as outlined above may be made at the discretion of the Superintendent of Schools.

E. Leaves taken pursuant to this Article shall be in addition to any sick leave to which the employee is entitled.

ARTICLE VIII
EXAMINATION AND FEES - TWELVE MONTH EMPLOYEES

A. Examination by New Jersey Department of Labor and Industry - Fireman's License Examination will constitute part of a regular work day.

ARTICLE VIII

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Examination and Fees - Twelve Month Employees

B. Fees - annual boiler license fees and school tuition for permanent employees under contract (or after signing a contract) to be paid by the Board of Education, if required by the Board.

ARTICLE IX

JURY DUTY

A. Any employee who is called for Jury Duty shall be paid his regular salary less whatever amounts he is paid for such duty. This will in no way be included in his vacation.

ARTICLE X

LEAVE OF ABSENCE

A. Leave of Absence up to one (1) year may be granted to all employees who have more than three (3) years of continuous service or who have tenure. Such leave, if approved, shall be without pay.

B. A tenure member of this unit shall notify the Superintendent of Schools of her pregnancy by forwarding a physician's certificate to his office as soon as it is medically confirmed. Said member may request a maternity leave without pay and said leave shall be granted. Unless otherwise indicated by the attending physician, approved by the school physician and subject to discretion of the Board upon recommendation of the Superintendent, the leave shall become effective three (3) months prior to the anticipated date of birth of the child. Leave shall terminate at the beginning of the next school year following the birth of the child or six (6) months after the birth, whichever date is later.

Requests for maternity leave which commence November 1 or sooner in the school year may be made effective as of September 1 at the discretion of the Superintendent of Schools.

The Board may consider an earlier return upon recommendation of the Superintendent and approval of her physician accompanying the petition to return.

C. Any female tenure member of the unit adopting an infant child may receive similar leave which shall commence upon her receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption. No member on such leave shall, on the basis of said leave, be denied the opportunity to substitute in the South Plainfield School District in the area of the position she held, provided she shall have the recommendation of the Superintendent of Schools.

D. Employees shall have the two N.J.E.A. Convention days off with pay.

ARTICLE XI
LEAVING EMPLOYMENT

A. It is agreed by both parties that his or her contract may at any time be terminated by either party giving to the other thirty (30) days notice in writing of intention to terminate same.

ARTICLE XII
APPLICATION FOR NEW POSITIONS

A. All job openings are to be posted on a bulletin board in each school and in the Administration Building fifteen (15) days before a position is filled. In the event of an emergency situation, the vacancy may be filled in less than fifteen (15) days by mutual agreement between the Administration and the Association.

B. Employees wishing to be considered for any change in employment will be afforded the opportunity of so stating. This will be done by use of a standard form filled out by the employee indicating interest in any specific change of situation for which the employee feels he is qualified. Forms shall be on file in the Department of Personnel on or before the due date listed in the posting notice in accordance with Article XII, Paragraph "A", to qualify for consideration. Present employees will be given preference in filling such positions provided they are as qualified as any other applicant in the judgment of the Administration.

The question of staffing arrangement, assignment and time allocation is an administrative function. Staff members or the Association may make their views known to the Administration concerning these matters and these views will be considered in arriving at judgments about the level of staffing for a particular task. The Administration, however, reserves the right to make final and binding decisions in this area of operations.

C. Job Description - Employees will be expected to perform duties related to their basic work function and their personal skills as is deemed necessary by the Administration.

A strict craft definition of the employee's work responsibility is not acceptable as a policy of employment in this school district. The district is neither large enough, nor possessed of sufficient funds, to employ craft specialists for every area of operational responsibility. Every effort will be made to assure supervision and/or training for the employee asked to perform technical functions with which he may be unfamiliar.

D. If a tenure employee, after his ninety (90) day trial basis, is not satisfactory to and in the sole judgment of the employer, he shall be returned to his former position and classification.

ARTICLE XIII
VACATIONS - TWELVE MONTH EMPLOYEES

- A. Each employee shall receive a vacation as follows based on the anniversary date of their employment:
- (1) Zero to one (1) year of service -- three-fourths (3/4) of a day per month of employment with pay.
 - (2) After one (1) year of service -- two (2) weeks with pay.
 - (3) After five (5) years of service -- three (3) weeks with pay.
 - (4) One (1) additional day for the eleventh (11th) year, one (1) additional day for the twelfth (12th) year, one (1) additional day for the thirteenth (13th) year, one (1) additional day for the fourteenth (14th) year, and one (1) additional day for the fifteenth (15th) year. After fifteen (15) years, four (4) weeks vacation will be given.
- B. The vacation pay shall be equal to the regular week's pay received by the employee.
- C. If a holiday occurs while an employee is on vacation, the employee shall be entitled to an additional day of vacation due to the inclusion of a holiday in a vacation period, to be scheduled with the approval of the Business Administrator.
- D. (1) Since schools are basically a seasonal business from September through June, it is expected that employees, based upon seniority, will plan their vacation time during the months of July and August, except for the last week of August before school opens.
- (2) Employees may be granted permission to take their vacation at times other than July and August as stated above under the following conditions:
- (a) The work necessary to be done can be accomplished in some other way or a suitable substitute can be obtained subject to the approval of the immediate supervisor(s) and the Business Administrator.
 - (b) The employee has earned but unused vacation credit available to him for this purpose.
 - (c) Vacations are non-cumulative and must be taken during the school year.
- E. All vacations shall be scheduled as heretofore in the sole discretion of the Business Administrator.

ARTICLE XIV
MILITARY LEAVES

A. Military leaves may extend for the duration of national emergency, plus sixty (60) days. Any employee who is in either the Army, Navy, Air Force, Coast Guard, Marines or National Guard Units, and who is under contract, is entitled to his difference in pay during his two (2) weeks of active duty. This will in no way be included in his regular vacation period.

ARTICLE XV
HOURS AND OVERTIME

A. The standard work week for all maintenance men and custodians shall consist of five (5) days of eight (8) hours each, Monday through Friday, excluding lunch periods, except that the eight (8) hour shift of night personnel shall include one-half (1/2) hour lunch. Starting times and lunch periods shall be determined in consultation with the Superintendent of Schools. It is agreed that any emergency matters requiring an employee's attention beyond his regular hours, stated above, will be performed by him as part of his total responsibility and in keeping with the terms of the Agreement contained therein.

B. Overtime at the rate of one and one-half (1-1/2) times the employee's regular hourly rate shall be paid for all work performed in excess of eight (8) hours per day and forty (40) hours per week.

C. Paid holidays shall have the same status as regular working hours.

D. Afternoon and night employees shall receive a ten percent (10%) differential in pay.

E. All new personnel assigned to the High School will be assigned to work five (5) days of any six (6), covering Saturday as a legal working day with no extra benefits accruing.

ARTICLE XVI
PAID HOLIDAYS

A. Employees covered by this Article XVI are entitled to sixteen (16) paid holidays in each school year to be decided jointly with the Secretaries Association, the Custodian/Maintenance Association and the Assistant Superintendent for Personnel.

B. In the event of a National Holiday due to a special event, the Superintendent of Schools shall make the decision regarding the closing of the schools.

C. The schedule for holidays will be submitted to the Association prior to July 1st for the ensuing year.

ARTICLE XVI
Paid Holidays, cont.

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D. Twelve-month employees shall receive holiday pay at their regular straight time rate for the eight (8) hours not worked on a holiday. If work is performed on any of the holidays listed, the employees shall receive pay at the rate of time and one-half (1-1/2) for all work performed on each such holiday. In computing overtime pay for the work week, an idle holiday shall be counted as eight (8) hours time worked.

ARTICLE XVII
EMPLOYMENT

A. Employees shall be notified of their contract status for the ensuing year after the Board acts on said employment or after its June Public meeting.

B. As of July 1, 1971, the South Plainfield Board of Education may grant credit on the guide based upon prior experience.

ARTICLE XVIII
SENIORITY

A. Length of service for purposes of seniority will commence on the day of employment.

ARTICLE XIX
TENURE

A. Effective July 1, 1966, the following is to become policy regarding granting tenure to maintenance and custodial employees. Each such employee of the South Plainfield Board of Education will be given term contracts each year for the next three (3) consecutive years. A term contract means one that is dated July 1st through June 30th in a given school year. If the custodial or maintenance employee completes three (3) consecutive years with a record of satisfactory service in the employment of the South Plainfield Board of Education, he/she will, at the beginning of the fourth (4th) year of employment, be awarded a "Notice of Employment". Such notice of employment will omit a terminal date and result in the award of tenure to the employee.

ARTICLE XX
UNIFORMS

A. The South Plainfield Board of Education will provide three (3) uniforms per school year.

ARTICLE XXI
TRANSFERS

A. Employee transfers from one work location to another within the district may be made at the discretion of the Administration. However, staff members or the Association may make their views known to the Administration concerning these matters, and these views will be considered in arriving at judgments about personnel transfers. The Administration, however, reserves the right to make final and binding decisions in this area of operation.

ARTICLE XXII
CLASSIFICATION - TWELVE MONTH EMPLOYEES

- AAA. Heating, ventilating, Air Conditioning Technician
Lead Maintenance/Custodian/Groundsman
- AA. Maintenance
- A. Lead Custodian/Lead Groundsman supervising four (4) or more
- B. Lead Custodian/Lead Groundsman
- C. Custodian holding Black Seal Boiler License
- D. Custodian

ARTICLE XXIII
STEPS OR INCREMENTS

A. Each employee is to move up one (1) level each year until he or she reaches the final level in salary in the respective classification. Each employee, when moving from one classification to another, is to maintain his same level or higher in the next classification. Guide credit of one (1) year shall be given to employees employed at least six (6) months and one (1) day during the preceding school year.

ARTICLE XXIV
EMERGENCY

A. When an employee is called in after work hours for any emergency, he or she shall be guaranteed a minimum of three (3) hours pay.

ARTICLE XXV
DUES DEDUCTION

A. The Board agrees to make dues deductions. Such deductions shall be made in accordance with laws governing payroll deductions for employees.

B. Membership in the Association is not compulsory. However, the Association is required under the law and this Agreement to represent

ARTICLE XXV
Dues Deduction, cont.

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all of the employees in the bargaining unit fairly and equally without regard to whether or not an employee is a part of the Association. Thus, it is equitable for each new employee or current member of the Association in the bargaining unit to assume his fair share of the obligation along with the grant of equal benefit contained in this Agreement. Accordingly, all employees who are currently members of the Association and all new employees shall, as a condition of continued employment, pay to the Association an amount of money equal to the Association's regular and usual dues as a contribution toward the administration of this Agreement. Such payment shall commence thirty-one (31) days after the execution of this Agreement in the case of current members of the Association or at the expiration of the probationary period in the case of new employees, provided: that payments shall not be required of those employees for whom Association membership was not available on the same terms applicable to other Association members or those employees expelled from membership in the Association for reasons other than failure to tender dues or initiation fees uniformly required.

The foregoing shall not be applicable to any member of the bargaining unit who is not, on the date of execution of this Agreement, a member of the Association.

The Association shall indemnify the Board and hold it harmless against any loss, claim, demand, suit or other form of liability (including attorneys' fees) that shall arise out of or by reason of action taken or not taken by the Board for the purposes of complying with any of the provisions of this Section.

ARTICLE XXVI
SNOW DAYS - MAINTENANCE AND CUSTODIAN I

- A. All maintenance and custodial employees will report to work at 6:00 A.M. immediately following a snow or ice storm.
- B. Entrances and sidewalks will be cleaned and "thaw" used when and if necessary.
- C. The Plant Manager will see that all equipment is ready to go at 6:00 A.M. The Plant Manager will also assign those men necessary to operate the equipment for the purpose of cleaning snow and ice from areas as directed.

ARTICLE XXVII
USE OF OWN VEHICLE

- A. Each employee whose duties require traveling in his or her own car on school business authorized by the Superintendent of Schools shall be paid traveling expenses at a rate set forth by the Board. A log shall be kept of all these trips and submitted monthly with a voucher for payment by the Board.

ARTICLE XXVII
Use of Own Vehicle, cont.

SPCMA

B. Each vehicle must be covered by the amount of insurance required by the State. (\$100,000/\$300,000 Bodily Injury Limits; \$25,000 Property Damage.)

ARTICLE XXVIII
INSURANCE PROTECTION

Twelve-Month Employees

A. The Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each employee and in cases where appropriate for family-plan insurance coverage except that then it will pay one-third (1/3) family insurance coverage for a first-year employee, two-thirds (2/3) family insurance coverage for a second-year employee and full family coverage from that point on.

(1) For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premiums to provide insurance coverage for the full twelve (12) month period from the earliest possible date on which enrollment in the plan is possible.

(2) Provisions of the health-care insurance program shall be detailed in master policies and contracts, and they shall include Blue Cross, Blue Shield, Rider J, Major Medical and Connecticut General Life Insurance Company Dental Plan or its equivalent.

(3) Benefits equal to those received by the South Plainfield Education Association in the area of insurance (dental plan) in the 1985/1986, 1986/1987 and 1987/1988 Contracts will be extended.

B. The Board shall provide for continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts, provided that the carrier allows provision for such continuance and the retiree agrees to pay the premiums involved.

ARTICLE XXIX
SALARIES

A. The salaries of all Custodian, Grounds and Maintenance Personnel covered by this Agreement are set forth in Schedule "A" for the school years 1991/1992, 1992/1993 and 1993/1994 which is attached hereto and made a part hereof.

ARTICLE XXIX
Salaries, cont.

SPCMA

B. Substitutes for employees absent due to prolonged disability or illness shall be paid an hourly rate based on the first step of the guide for the responsibility to which they are hired.

C. The Lead Custodian in each building shall receive a one thousand dollar (\$1,000) stipend per year in addition to his regular salary for assuming the leadership of his building operation.

ARTICLE XXX
BOARD RIGHTS

A. Except as otherwise provided in this Agreement and under the provisions of Chapter 303, Public Laws of 1968, as amended, the South Plainfield Board of Education on its own behalf and on behalf of the electors of the District, hereby retains and reserves to itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional laws and rules and regulations of the State Department of Education and the Commissioner of Education of the State of New Jersey.

ARTICLE XXXI
MISCELLANEOUS

A. This Agreement constitutes a 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.

B. If any provisions of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to Title 18, Title 6 and Public Laws, then such provisions or application 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.

C. Copies of this Agreement shall be reproduced at the expense of the Board within thirty (30) days after the Agreement is signed and presented to all employees now employed or hereafter employed.

D. Whenever any notice is required to be given by either of the parties to the Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or registered letter to the following addresses:

1. If by the Association, to Board at Administration Building, Cromwell Place, South Plainfield, New Jersey 07080.
2. If by Board, to Association at the school address of the Association President.

ARTICLE XXXI
Miscellaneous, cont.

SPCMA

E. This Agreement shall not be modified in whole or in part by the parties except by an instrument duly executed by both parties.

ARTICLE XXXII
DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1991, and shall continue in effect until June 30, 1994, subject to the Association's right to negotiate over a successor Agreement.

B. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated. Any extension shall be mutually agreed upon in writing by the parties of the Agreement and, unless such extensions are agreed upon, this Agreement shall expire on the date indicated herein.

IN WITNESS WHEREOF, the parties hereto have caused 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 day and year first above written.

SOUTH PLAINFIELD CUSTODIAN
AND MAINTENANCE ASSOCIATION

SOUTH PLAINFIELD
BOARD OF EDUCATION

President

President

Vice President and Secretary

Secretary

SCHEDULE A
SALARY GUIDE

AAA			
	<u>1991/1992</u>	<u>1992/1993</u>	<u>1993/1994</u>
1 year	\$46,892	\$49,705	\$52,191
2-3 years	47,812	50,680	53,214
4-5 years	48,574	51,488	54,063
6 years	49,978	52,977	55,625
AA			
	<u>1991/1992</u>	<u>1992/1993</u>	<u>1993/1994</u>
1 year	\$35,658	\$37,797	\$39,687
2-3 years	36,356	38,538	40,465
4-5 years	36,934	39,150	41,107
6 years	38,004	40,284	42,298
A			
	<u>1991/1992</u>	<u>1992/1993</u>	<u>1993/1994</u>
1 year	\$33,552	\$35,565	\$37,343
2-3 years	34,434	36,500	38,325
4-5 years	35,009	37,110	38,965
6 years	36,080	38,245	40,157
B			
	<u>1991/1992</u>	<u>1992/1993</u>	<u>1993/1994</u>
1 year	\$32,193	\$34,125	\$35,831
2-3 years	32,897	34,870	36,614
4-5 years	33,471	35,479	37,253
6 years	34,574	36,649	38,481
C			
	<u>1991/1992</u>	<u>1992/1993</u>	<u>1993/1994</u>
1 year	\$21,771	\$23,077	\$24,231
2-3 years	22,506	23,856	25,049
4-5 years	23,095	24,480	25,704
6 years	29,337	31,097	32,652
D			
	<u>1991/1992</u>	<u>1992/1993</u>	<u>1993/1994</u>
1 year	\$19,079	\$20,223	\$21,234
2-3 years	19,526	20,697	21,732
4-5 years	19,718	20,901	21,946
6 years	27,896	29,570	31,049
	5%	6%	5%
	7.4%	7.3%	7.3%

SCHEDULE A, SALARY GUIDE, cont.

SPCMA

	1991/92	July 1992	January 1993	July 1993	January 1994
5C	23,095	27,096	31,097	32,652	32,652
5D	19,718	24,644	29,570	31,049	31,049
	1992/93	July 1993	January 1993		
5C	24,480	28,566	32,652		
5D	20,901	25,975	31,049		

Effective July 1, 1992, employees on Step 5C in 1991/92 (\$23,095) will receive \$27,096 on July 1, 1992 and \$31,097 on January 1, 1993.

Effective July 1, 1992, employees on Step 5D in 1991/1992 (\$19,718) will receive \$24,644 on July 1, 1992 and \$29,570 on January 1, 1993.

Effective July 1, 1993, employees on Step 5C in 1992/93 (\$24,480) will receive \$28,566 on July 1, 1993 and \$32,652 on January 1, 1994.

Effective July 1, 1993, employees on Step 5D in 1992/93 (\$20,901) will receive \$25,975 on July 1, 1993 and \$31,049 on January 1, 1994.

Effective July 1, 1992, employees with five years of experience on level C and D will receive one-half of their increase to step 6 in July and the additional one-half of their increase to step 6 in January.

LONGEVITY (Cumulative)

After 7 years -	\$220.00
After 10 years -	220.00
After 13 years -	220.00
After 16 years -	220.00
After 19 years -	220.00
After 22 years -	220.00

CLASSIFICATION

- AAA - Heating, Ventilating, Air Conditioning Technician
Lead Maintenance/Custodian/Groundsman
- AA - Maintenance Men
- A - Lead Custodian/Lead Groundsman supervising four (4)
or more
- B - Lead Custodian/Lead Groundsman
- C - Custodian holding Black Seal Boiler License
- D - Custodian