

THIS BOOK DOES
NOT CIRCULATE

BOARD - EDISON CUSTODIANS & MAINTENANCE ASSN., INC. AGREEMENT

7/1/75 - 6/30/78

FEB 16 1978
RUTGERS UNIVERSITY

CONTRACT

The agreement entered into this 1st day of July, 1975, between the Board of Education of the School District of the Township of Edison, in the County of Middlesex, a Municipal Corporation of the State of New Jersey and the Edison Township Custodians and Maintenance Association, Incorporated

RECOGNITION OF ASSOCIATION

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

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

To assist in the administration of the program, the bona fide employee organization should provide the Secretary of the Board of Education, by August 1 of each year, an alphabetized list of members authorizing payroll deductions, indicating the monthly amount of each member's deduction, based on ten equal monthly deductions.

For authorization received after August 1 or prior to October 1, the first deduction should begin with the November pay period, with deductions being retroactive for the September and October pay periods.

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

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

The Board recognizes the rights, duties and responsibilities of the Association toward its members in protecting rights in employment, as well as the good and welfare of its members and recognizes such rights as are provided by Constitution and Statutes.

RIGHTS, AUTHORITY, RESPONSIBILITIES OF THE BOARD

Subject to rights and privileges granted to the Association herein, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey, including the right:

1. To the executive management and administrative control of the School System and its properties and facilities, to maintain the efficiency of the school district operations entrusted to the Board, and to determine the methods, means and personnel by which such operations are to be conducted.
2. To hire all employees, determine their qualifications, conditions for continued employment, dismissal, promotion, transfer, or to take what disciplinary action as may be required.
3. To determine work schedules, places of work, transfers of employees with due cause, the right to contract or subcontract any work to any person, persons, corporation or association, the right to eliminate any job and/or job classifications as designated herein, except as provided in this agreement.

4. To require any employee to undergo a medical examination at least once each year as the Board may require, and may require additional individual psychiatric or medical examinations of any employee as it deems advisable. A violation of this paragraph shall, on notice, result in suspension of the employee, without pay, until satisfactory compliance is accomplished.
5. To do all things necessary and proper to effect the foregoing powers, duties and responsibilities of the Board.

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 judgement and discretion in connection therewith shall be limited only by the specific and express terms of this Agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and Statutes of the State of New Jersey and the Constitution and laws of the United States. The Board does not contend, nor shall this Agreement be construed to abrogate any duties and powers provided it by Federal and State Constitutions and Statutes.

NEGOTIATION PROCEDURE

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

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

GRIEVANCE PROCEDURE

The Board recognizes the right of an employee who has a grievance to carry his appeal to the Board. The Board recognizes the rights of public employees,

guaranteed to them by the New Jersey Constitution, and in P.L. 1941 c 100 as amended and supplemented by c. 303, Laws of 1968 N.J.S.A. 34:13A et seq as to presenting and processing a grievance.

1. Definition - A "Grievance" shall mean a complaint by an employee in the bargaining unit that there has been a violation, misinterpretation or inequitable application of any of the provisions of the Agreement, or concerning working conditions.
- 1A. All grievances must be filed within 30 working days.
2. The employee may appeal a decision to each next higher authority in turn. The sequence shall be (beginning at the lowest appropriate level)
 - a. Principal or other supervisor (informal)
 - b. Director of Buildings and Grounds
 - c. Assistant Superintendent for Administration and Personnel
 - d. Board of Education
 - e. Arbitrator selected through New Jersey Board of Arbitrators

Prior to each appeal, the employee shall inform the authority who last rendered a decision of his or her intention to appeal to the next highest authority and the Association.

3. All notices of appeals must be made in writing within 10 days of receipt of the written decision, including the day of the decision, to the next highest authority; otherwise the appeal shall be deemed abandoned.
4. To appeal to the Board, the Association or employee shall, in writing, notify the School Board Secretary within the designated time of its intention to appeal. A majority of the Board members shall hear the appeal at a time scheduled by the Board. A written decision shall be rendered within ten (10) working days of the hearing, which, together with any pleadings shall be submitted to the employee and the Association. The employee shall at all steps be permitted to be joined and represented by the Association.

JOB SECURITY AND SENIORITY

Whenever the Board acts with respect to promotions, transfers, assignments and layoffs, the Board will consider the applicant's skill, ability, work record, periodic evaluations and seniority within the District, but will give preference to the district seniority of an employee, provided the employee has the necessary qualifications.

All employees shall be afforded a reasonable opportunity to be notified of any job openings or vacancies together with hours of work. Nothing herein shall diminish any rights vested in an employee by tenure and the Statutes of New Jersey.

DEFINITIONS

1. Work Week and Payroll Week: Payroll week shall mean seven days from 7:00 a.m. on Monday to 7:00 a.m. on the following Monday. Normal work week shall mean 5 days from Monday through Friday. Exceptions to the normal work week may be made by the Board to cover contingencies such as snow removal.
2. Probationary Period: Shall mean and be applied to newly hired employees who are not under tenure. They shall be employed for their first 90 days at the sufferance of the Board. During the first 90 days any such employee may be discharged or suspended for any reason and without recourse.
3. Any employee promoted to a new job shall serve a 90 day probationary period. At the end of such period the employee shall be paid retroactive to date of promotion.

HOURS OF WORK AND OVERTIME

1. All employees to whom this Agreement applies will be scheduled to work a 40 hour week as defined herein. The workday shall consist of 8 hours excluding lunch period.

2. Overtime at time and one-half base pay will be paid for authorized time worked over a 40 hour week.
3. Any activity approved by the Board after regular school hours, a day-time employee should be assigned from the building where the activity takes place to take care of activity, only in the event there is setting up of furniture or equipment or extra cleaning involved.
4. Any emergency call-in not scheduled, a minimum of two hours overtime is to be paid. If the call-in occurs between 11:00 p.m. and 6:00 a.m., a minimum of four hours is to be paid.
5. Veterans of the United States Armed Forces honorably discharged are eligible to receive up to three years' credit on the salary guide over and above the base starting salary.
6. Double time and one-half for holidays worked.
7. The Director of Buildings and Grounds has the right to determine which shift any employee shall work and to redetermine at any time what hours shall compose any of the shifts. Seniority will be considered in any shift assignment. Each shift shall include a non-paid lunch period which shall be one-half hour.
8. Employees may be permitted to leave the school building during their lunch period.
9. All newly hired custodians after the 1969-70 school year are required within one year to obtain a Black Seal Fireman's License, and all custodians previously hired shall seek in good faith to obtain such a license. The Board also agrees to pay all yearly renewal of said license while employee is employed by the Board.

EMPLOYEE REQUIREMENTS

1. The Board may change the assignments within any shift category in any emergency situation. Any change in regular assignment or transfer will consider and give preference to the district seniority of an employee

provided the employee has the necessary qualifications and will be on notice to the Association and employee.

2. Employees recognize that their obligation to the Board is primary. Therefore, no employee shall hold any additional job that interferes with his or her employment with the Board of Education.
3. Newly hired employees are required to serve a ninety-day probationary period as defined herein.

MEDICAL - HOSPITAL INSURANCE

1. Each full time employee shall be covered by full family type hospitalization and medical-surgical (prevailing fee coverage) together with major medical benefits provided at Board expense.
2. Effective July 1, 1975, the Board shall provide Dental Coverage Plan B, \$25.00 deductible, including Riders 1 through 4. The Plan shall provide family coverage.
3. Effective July 1, 1976, the Board shall provide a Full Family Prescription Plan with a \$1.00 deductible per prescription.

PERSONAL AND SICK LEAVE

1. Each employee shall be entitled to 12 sick days per year. These days shall accumulate if not used.
2. Sick leave is hereby defined to mean absence from post of duty of an employee because of personal illness, as per School Law 18-A:30-1.
3. Each employee may have two (2) personal days' leave each year. This shall be non-cumulative.
4. Each employee shall be entitled to four (4) days' leave for death in the immediate family (parents, spouse, children, sister, brother, grandparents, grandchildren, mother-in-law, father-in-law). A one day leave will be granted in the case of distant relatives (aunt, uncle, niece, nephew, brother-in-law, sister-in-law).

5. In the event any employee is required to serve jury duty, then such employee shall receive the difference between his normal or regular pay and the amount received for jury service, less the cost of travel expenses.

PAID VACATION

1. For each employee who has been employed by the Board for between 6 months to one year of service beginning as of July 1 of each year, there shall be 5 working days of paid vacation.
2. For each employee who has been employed by the Board for one year up to five years of service beginning as of July 1 of each year, there shall be 10 working days of paid vacation.
3. For each employee who has been employed by the Board after five full years and up to fifteen full years of service beginning as of July 1 of each year, there shall be 15 working days of paid vacation.
4. For each employee who has been employed by the Board for fifteen full years and up to twenty years of service beginning as of July 1 of each year, there shall be 20 working days of paid vacation.
5. For each employee who has been employed by the Board for twenty full years of service beginning as of July 1 of each year, there shall be 25 working days of paid vacation.

The Board will attempt to reasonably arrange vacations to suit the wishes of the employees with the understanding that employees will be given a choice of vacation period in order of building seniority. All custodians are required to take at least two weeks during the summer when school is closed. A custodian with five weeks' vacation is required to take at least three weeks during the summer.

Any employee who retires or resigns shall be eligible for payment of vacation on a pro-rated monthly basis of time worked.

HOLIDAYS

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

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

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

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

MISCELLANEOUS PROVISIONS

1. The Board will supply custodians three (3) uniforms per year. New custodians will be supplied uniforms after ninety (90) days of service. The Director of Buildings and Grounds shall confer with the Association representatives prior to supplying uniforms.
2. Maintenance personnel will receive four (4) uniforms and one pair of coveralls per year.
3. Each custodian and maintenance employee shall be provided with a jacket at Board expense.

DURATION OF AGREEMENT

This Agreement shall become effective the first day of July, 1975, and shall remain in effect until midnight of June 30, 1978, or until a successor agreement has been properly negotiated.

There shall be a reopener on the first and second anniversaries of this Agreement for the purpose of amending the Salary Guide and Health Benefits provisions of the contract. Such negotiations shall commence in accordance with the negotiation procedure as set forth on page 3 of this Agreement.

SALARY GUIDE 1975-76

<u>STEP</u>	<u>CUSTODIANS</u>	<u>MAINTENANCE</u>
1	\$ 7,900 8,015	\$ 8,200 8,315
2	8,130 8,245	8,430 8,545
3	8,360 8,475	8,660 8,775
4	8,590 8,705	8,890 9,005
5	8,820 8,985	9,120 9,285
6	9,150 9,265	9,450 9,565
7	9,380 9,495	9,680 9,795
8	9,610 9,725	9,910 10,025
9	9,840 9,955	10,140 10,255
10	10,070 10,360	10,370 10,660
11	10,650	10,950

Salary Differential

Head Custodians:	Elementary	\$ 1,200
	Jr. High School	1,500
	Sr. High School	1,700
Maintenance Department:	Maint. Supervisor	\$ 1,500
	Asst. to Maint. Supv.	525
	Tool Maint. Personnel	700
	Stadium Maintenance	500
	10 years	200
	15 years	200
	20 years	200
Black Seal Differential:	Head Custod. - Elem.	100
	Head Custod. - Jr. H.S.	100
	Head Custod. - Sr. H.S.	100
	Sr. Sec. School Day Custod.	100

CLEANING ATTENDANT SALARY GUIDE 1975-76STEP

1	\$4,826
2	4,934
3	5,042
4	5,150
5	5,455
6	5,860

AGREEMENT

1976-77

between

THE EDISON TOWNSHIP BOARD OF EDUCATION

and

THE EDISON TOWNSHIP CUSTODIANS & MAINTENANCE ASSOC.

The 1975-78 Agreement between the parties is amended as follows:

1. a. Steps 1 through 10 of the custodian/maintenance salary guide will be increased by \$450.
- b. Step 11 of the custodian/maintenance salary guide will be increased by \$650.
- c. Cleaning Attendant Salary guide will be increased by 7.25% at all steps (see attached guides)
2. Painters will receive an additional stipend of \$200.
3. Toolmen will receive an additional stipend of \$100.
4. Prescription plan (\$1.00 co-pay) will be implemented on July 1, 1976 as previously agreed in 1975-78 contract.
5. Dental plan will be improved by eliminating the deductible on and after January 1, 1977. To accomplish this, the co-pay feature will be reduced to 80%/50%, but will be restored to 80%/60% on July 1, 1977.

For the Board: RICHARD L. HINES

For the Assoc: CARL PFEIFFER

TJB:bn

12/22/75

ETC&MA SALARY GUIDE 1976-77

<u>STEP</u>	<u>CUSTODIANS</u>	<u>MAINTENANCE</u>
1	\$ 8,350	\$ 8,650
2	8,580	8,880
3	8,810	9,110
4	9,040	9,340
5	9,270	9,570
6	9,600	9,900
7	9,830	10,130
8	10,060	10,360
9	10,290	10,590
10	10,520	10,820
11	11,300	11,600

Salary Differential

Head Custodians	Elementary	\$ 1,200
	Junior High School	1,500
	Senior High School	1,700
Maintenance Dept:	Maintenance Supervisor	\$ 1,500
	Asst. to Maint. Super.	525
	Tool Maint. Personnel	800
	Stadium Maintenance	500
	Painters	500
	10 years	200
	15 years	200
20 years	200	
Black Seal Differ:	Head Custodian - Elem.	100
	Head Custodian - Jr. H.S.	100
	Head Custodian - Sr. H.S.	100
	Sr. Sec. School Day Custod.	100

CLEANING ATTENDANT SALARY GUIDE 1976-77

<u>Step</u>	
1	\$ 5,176
2	5,293
3	5,408
4	5,523
5	5,850
6	6,285

TJB:bn
12/22/75