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CONTRACT

between

MARLBORO TOWNSHIP HEAD CUSTODIANS

and

MARLBORO TOWNSHIP BOARD OF EDUCATION

1994/1995 and 1995/1996

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PREAMBLE

This Agreement, entered into the 5th day of May, 1994, by and between **THE BOARD OF EDUCATION OF THE TOWNSHIP OF MARLBORO**, Monmouth County, New Jersey, hereinafter called the "**BOARD**", and

MARLBORO TOWNSHIP HEAD CUSTODIANS, c/o Michael MacDonald, Marlboro Middle School, Marlboro, New Jersey, hereinafter called "**EMPLOYEES**";

WITNESSETH:

WHEREAS, the Board has an obligation, pursuant to Chapter 303, Public Laws of 1968, as amended, to negotiate with "Employees" as the representative of the employees hereinafter designated with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understanding which they desire to reduce in writing;

NOW, THEREFORE, the parties hereto do agree as follows:

ARTICLE I

RECOGNITION

The Board recognizes M.T.H.C. as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all full-time Head Custodians employed by the Marlboro Township Board of Education.

For the purposes of this paragraph, a full-time employee shall include only those persons who work at least twenty (20) hours per week on a regular basis.

ARTICLE II

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A "grievance" is a complaint by which an employee or employees in the bargaining unit and his representative may appeal the interpretation, application or violation of policies, agreements and administrative decisions affecting them, except that the term "grievance" shall not apply to:
 - (a.) Any matter for which a method of review is prescribed by law or which by law is exclusively within the discretion of the Board.
 - (b.) Any rule or regulation of the State Department of Education or the State Commissioner of Education having the force and effect of law.
 - (c.) Any matter which according to law is beyond the scope of Board Authority.

B. PRINCIPLES

1. A grievance to be considered under this procedure shall be presented by the grievant not later than ten (10) working days after the occurrence of the

grievance, or within ten (10) working days from the date on which the grievant should reasonably have known of its occurrence. The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt should be made to resolve grievances as quickly as possible.

2. A grievant may present and process his grievance personally or through an appropriate representative. In either event, the grievant shall be personally present at all steps of the grievance procedure. Should a grievant want to process his grievance personally or through an appropriate representative of his own choosing, he may do so; however, the majority unit shall be so notified and shall have the right to have its own representative present.
3. No reprisals shall be taken by the Board or Administration against any participant because he utilizes the grievance procedure.
4. Should a grievance result from action taken by the Superintendent or the Board, a grievant may present his grievance initially at the fourth step of the grievance procedure.

C. PROCEDURE:

1. STEP ONE:

The employee, with his shop steward, shall take up the grievance or dispute with the Supervisor of Buildings and Grounds within ten (10) working days of its occurrence or within ten (10) working days from the date on which the grievant should reasonably have known of its occurrence. The Supervisor of Buildings and Grounds should respond to the grievance within five (5) working days of the grievance hearing.

2. STEP TWO:

If the employee is not satisfied with the first step answer, he may within five (5) working days present the grievance to the Business Administrator or designee, who shall promptly schedule a second step hearing, and shall render his decision within five (5) working days of the hearing.

3. STEP THREE:

If the employee is not satisfied with the second step answer, he may within five (5) days, present the grievance to the Superintendent of Schools, who shall schedule a third step hearing within ten (10) working days. At this

hearing, in addition to the Union Steward, the grievant may be represented by the Local Union President. The Superintendent shall render his decision within five (5) working days of the grievance hearing.

4. STEP FOUR:

If the employee is not satisfied with the third step answer, he may, within five (5) working days, present the grievance to the Board of Education or a Committee thereof, which shall schedule a grievance hearing within fifteen (15) working days of receipt of the grievance. At this step, the employee may be represented by Counsel in addition to the shop steward and M.T.H.C. President. The Board of Education shall render its decision within five (5) working days of the date of the grievance hearing.

5. STEP FIVE:

- (a.) In the event the grievant is dissatisfied with the determination of the Board of Education aforesaid, and in the further event that the grievance involves the interpretation or application of this contract, the matter may be submitted to arbitration. A request for arbitration shall be made in writing no later than fifteen (15) working days following the determination of the Board. Failure to request arbitration within said period of time shall constitute an absolute bar to such arbitration unless the Board of Education and the M.T.H.C. shall mutually agree upon a longer time within which to assert such a demand.
- (b.) The arbitrator shall have no power or authority to add to, subtract from, change or modify any of the terms of this agreement.
- (c.) Within ten (10) working days after the M.T.H.C. shall have delivered the written request for arbitration, the Board and the M.T.H.C. 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 a commitment within the specified time period, a request for a list of arbitrators shall be made to the Public Employment Relations Commission and the parties shall abide by the procedures of the Commission for the selection of an arbitrator.
- (d.) The arbitrator so selected shall confer with the representatives of the Board and the M.T.H.C. and shall hold hearings promptly, and he shall issue his decision not later than twenty (20) calendar days from

the close of hearings, or if oral hearing has been waived, then from the date that the final statements and proofs are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted. The decision of the arbitrator shall be submitted to the Board and the Union and shall be advisory only.

- (e.) The costs for the services of the arbitrator including per diem expenses, if any, and the cost of the hearing room, if any, shall be borne equally. Any other expenses incurred shall be paid by the party incurring such expense.

D. MISCELLANEOUS

1. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Board and the M.T.H.C. and given appropriate distribution so as to facilitate operation of the grievance procedure.
2. 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 representative, heretofore referred to in this Article.
3. 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.

ARTICLE III

VACANCIES

Vacancies in higher paying positions will be posted by the employer in each building of the school system. The posting shall be made at least ten (10) calendar days before the vacancy is filled.

The posting shall list the place and the time within which application must be made.

ARTICLE IV

WORK WEEK AND HOURS OF EMPLOYMENT

- A. The normal bargaining unit work week shall consist of five (5) consecutive days.
- B. The normal bargaining unit work day shall consist of eight (8) consecutive hours interrupted only by an unpaid lunch period of thirty (30) minutes.
- C. Work performed by an employee beyond eight (8) hours in any normal work day shall be paid for at one and one-half (1 1/2) times that employee's regular rate of pay.
- D.
 - 1. Any work performed by an employee on a day designated in this agreement as a holiday shall be compensated for such work at two (2) times his regular rate. In addition to the pay for hours worked on the holiday, the employee shall receive his holiday pay.
 - 2. Any work performed by an employee in the bargaining unit on a Sunday shall be paid for such work at two (2) times his regular rate.
 - 3. Any employee who is called in to work hours outside of his regular tour of duty is entitled to receive pay for a minimum of three (3) hours.
 - 4. The normal work week for employees employed as of the date of the execution of this agreement shall be Monday through Friday inclusive.
 - 5. Where overtime opportunities exist, the employer shall first offer the overtime work to employees in the building involved.
 - 6. On those days when the entire school system is closed on account of inclement weather, all employees shall work eight (8) hours including a paid thirty (30) minute lunch period.
 - 7. Employees are assigned weekend and holiday inspection duty on a rotating basis by the Supervisor of Buildings and Grounds. Any deviation from that schedule must be approved by the Supervisor of Buildings and Grounds or his designee. The Employee will be compensated for four and one-half (4 1/2) hours for said tour of duty plus mileage from his residence to the school district and return and within the school district itself. Inspections shall be completed as per procedure established by the Supervisor of Buildings and Grounds for that purpose. Employees conducting building checks which fall on a holiday shall be paid time and one-half, provided that the aggregate

number of holidays does not exceed fifteen (15) days each year. Employees shall otherwise receive straight time pay for all other weekend inspections.

ARTICLE V

HOLIDAYS

- A. The Board of Education agrees to grant to all employees fifteen (15) holidays; one of which shall be December 24th. The holidays will be established by the Board and the schedule shall be given to all Head Custodians as soon as the schedule is established.
- B. In the event that a paid holiday falls within the vacation period of an employee, the employee shall be entitled to an additional day of vacation.
- C. In order to be eligible for holiday pay, an employee in the Bargaining Unit must work on the scheduled work day immediately preceding and immediately following the holiday, unless sick or reasonably excused.

ARTICLE VI

LEAVES OF ABSENCE

All employees shall be eligible for the following leaves of absence:

A. SICK LEAVE

- 1. Sick Leave is defined to mean the absence from his or her post of duty, of any such person because of personal disability due to illness or personal injury, or because he or she has been excluded from school by the school district's medical authorities because of a contagious disease in his or her immediate household.

2. All employees employed as of July 1st of that school year are entitled to fourteen (14) sick leave days each school year as of the first official day of said year, whether or not they report for duty on that day. All new employees starting after July 15th of the respective school year shall be entitled to a pro-ratio of the annual fourteen (14) sick days for the first year based on the number of months remaining in that school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
3. Each employee shall be given a written accounting of his or her accumulated sick leave days available no later than September 30th of each school year.
4. In case of more than three (3) consecutive days absence, a physician's certificate shall be filed with the Supervisor of Buildings and Grounds in order to be eligible for any sick leave pay.
5. In order to be eligible for sick leave pay, the employee involved shall notify the Supervisor of Buildings and Grounds at least two (2) hours prior to the start of his normal tour of duty unless the cause of the absence does not occur until less than two (2) hours. In the latter situation, the employee shall give as much notice as is possible under the circumstances.
6. Whenever any employee is absent from his or her post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, he or she shall be paid the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34 of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workman's compensation award made for temporary disability. During this period, the employee shall not accrue vacation or sick benefits except for a month during which he worked more than half the work days in that month.
7. Nothing contained herein shall limit, prohibit or otherwise restrain the Board of Education from granting additional sick leave over and above the minimum sick leave defined.

B. MATERNITY LEAVE

1. The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant employees on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. 18A:30-1 et seq and the rules, regulations and policy statements and this agreement.

2. It is recognized that an employee's maternity leave application involves both a disability phase and child care phase. The disability phase is that period of time, both pre-natal and post-natal, during which a physician certifies inability to work. The child care phase is that period of time selected by the employee which follows the disability phase during which time the employee voluntarily suspends her career to care for the newborn child.
 - (a). **Disability Phase:** Any employee seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. At that time of application, which shall be made upon ninety (90) days' notice to the Board, the employee shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after the birth. The Board shall require any employee to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. It is understood that the disability period as certified jointly by the employee's and Board's physicians may be treated as compensable sick leave time at the option of the employee.

 - (b). **Child Care Phase:** Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child care purposes as defined above, the employee shall be granted, at her discretion, a leave for the balance of the school year in which the birth occurred. Any further extensions of child care leave shall be discretionary with the Board of Education.

The Board need not grant or extend the leave of absence of any employee beyond the end of the contract school year in which the leave is obtained.

3. An employee returning from pregnancy leave of absence shall be entitled to all benefits to which employees returning from other types of sick or disability leave would be entitled.

C. PERSONAL LEAVE

1. The provisions for personal leave at full pay stated below shall be for one (1) year and unused days shall not be accumulative for use in another year, but shall be converted to sick leave as stated in subsection five of this section.
2. Bereavement leave shall be allowed to bargaining unit members in accordance with the following schedule:
 - a. For the death of a parent, child, brother, sister, grandparent, grandchild, spouse, parent of spouse, son-in-law or daughter-in-law a period of five (5) consecutive days per incident with one of the days being the day of interment or cremation.
 - b. For aunt, uncle, nephew, niece, sister-in-law, brother-in-law, one (1) day per incident.

An employee claiming the leave shall verify compliance on a form designed by the Superintendent of Schools.

3. An allowance of up to four (4) days leave shall be granted for personal matters other than stated above. Personal days shall be prorated for any employee hired after July 1st. Written requests shall be submitted for approval five (5) days in advance of date requested through the employee's immediate supervisor to the Superintendent of Schools. The five (5) day notice requirement shall be waived in emergent matters. This allowance with prior approval may be granted for any of the following reasons:
 - a. Court Subpoena
 - b. Marriage of employee or marriage in the immediate family
 - c. Recognition of a Religious Holiday
 - d. Personal business which cannot be handled outside of school hours. The application form for leave made pursuant to this subsection shall not require the employee to specify the nature of the personal business, but shall simply require the employee to indicate that the leave is being applied for pursuant to this sub-section.
 - e. Any other emergency or urgent reason approved by the Superintendent.
4. Personal leave days shall not be granted before or after holiday periods or on the first or last day of school or on a Monday or a Friday except in cases of emergency as approved by the Superintendent of Schools. Personal

leave days requested for a Monday or a Friday will be granted only for a court subpoena, marriage, religious holiday or urgent reason approved by the Superintendent of Schools. One of the four (4) personal days shall not be subject to the Monday or Friday restrictions.

- 5. Unused personal days shall be converted to sick days in the following manner:

PERSONAL DAYS USED	SICK DAY CREDIT
0 or 1	2
2	1

- 6. All benefits to which an employee was entitled at the time he went on a Board approved leave of absence, including unused accumulated sick leave, shall be restored to him upon his return.

D. RETIREMENT BENEFITS

- 1. **Payment of Accumulated Sick Leave**

Any Head Custodian retiring after twelve (12) years of continuous service as a Head Custodian or combined continuous district service as a Head Custodian and any of the following titles: custodian, mechanic, assistant mechanic, maintenance mechanics, grounds personnel, truck driver/custodian in the Marlboro School District shall receive payment of twenty (\$20.00) per day for accumulated sick leave at the time of retirement, to a maximum of \$4,500.00 per individual. Retirement is defined to mean being eligible for, applying for, and immediately receiving PERS pension payments upon leaving the district.

ARTICLE VII

VACATIONS

- A. The eligibility of any employee for vacation benefits shall be determined as of July 1st of each year.
- B. Vacations shall accrue on the basis of one (1) day of paid vacation for each full calendar month worked for the Board of Education up to a maximum of ten (10) vacation days, except as hereinafter provided. Said vacation days must be taken during the period beginning when school closes to the Monday before Labor Day, except as authorized by the Supervisor of Buildings and Grounds or his designee.
- C. After an employee has been employed for five (5) full years in the school district, that employee shall be eligible for fifteen (15) days vacation with pay.
- D. After an employee has been employed for ten (10) full years in the school district, that employee shall accumulate one (1) additional vacation day for each full year of employment in excess of ten (10) years, until said employee shall have been employed for fifteen (15) full years in the school district, at which time said employee should be eligible for twenty (20) days vacation with pay.
- E. An employee who is entitled to fifteen (15) days vacation or more may be permitted to take any vacation over ten (10) days at a time other than specified above, provided the scheduling is arranged with the approval of the Immediate Supervisor. It is specifically understood, however, that no vacation may be scheduled during the Spring Recess or Winter Recess scheduled by the Board of Education without the approval of the Business Administrator.
- F. Where an employee voluntarily terminates employment, the Board of Education shall have the option of giving that employee time off in lieu of cash for accrued vacation time.
- G. Up to three (3) unused vacation days may be carried forward from one year to the next, provided the employee seeks approval from the Supervisor of Buildings and Grounds no later than May 31st each year.

ARTICLE VIII

HEALTH BENEFITS & SALARIES

- A. Any employee hired after January 1, 1993 shall have single health, dental and prescription coverage, and may have the option to purchase dependent coverage. An employee hired on or after July 1, 1994 shall work at least 30 hours per week in order to be eligible for said single coverage.
- B. The Board of Education shall fund a family dental plan, except as limited by paragraph "A", above. The Board reserves the right to change the carrier so long as the benefit level is equivalent to the current program in effect at the time this contract is ratified.
- C. The Board of Education shall pay for the employee one hundred (100%) of the concerned dependent health insurance as provided by current contract with the insurance carrier, except as limited by paragraph "A", above. Each employee who has dependent health coverage shall contribute \$100 annually for each \$10,000 earned in annual base salary, inclusive of longevity, toward the cost of dependent health coverage.

All contributions shall be made in equal monthly installments through payroll deductions.

- D. The Board of Education agrees to pay one hundred percent (100%) of the cost for each employee who subscribes to the group prescription plan. It is understood that the benefit covers the employee's dependents, except as limited by paragraph "A", above. The co-pay effective January 1, 1993 will be \$6.00 non-generic and \$1.00 generic and \$1.00 mail order. The MTHC agrees to subscribe to the mail order prescription plan as defined by current insurance carrier.
- E. An annual salary increment of \$400.00 shall be afforded all staff upon conclusion of seven (7) full school years in this school district. The salary adjustment will be effective the July 1st succeeding the completion of the seven (7) years of service.

An annual salary increment of \$600.00 shall be afforded all staff upon conclusion of fifteen (15) full school years in this school district. The salary adjustment will be effective the July 1st succeeding the completion of the fifteen (15) years of service.

ARTICLE IX

BLACK SEAL LICENSE

A Head Custodian must possess a Black Seal License. The Board shall reimburse the employee for the annual renewal fee not to exceed the amount of twenty (\$20) dollars every three years.

ARTICLE X

UNIFORMS

The Board of Education shall supply annually to all Head Custodians the following:

two (2) pairs of pants
two (2) short sleeve shirts
two (2) long sleeve shirts

Jackets and/or rain-gear will be replaced as required and approved by the Supervisor of Buildings and Grounds. It shall be understood that the uniform shall be required to be worn by all Employees while they are on duty.

ARTICLE XI

TUITION

All employees taking job-related courses at the recommendation of the Supervisor of Buildings and Grounds and approved by the Business Administrator shall be reimbursed for tuition and mileage. The amount of reimbursement shall be agreed upon in advance between the employee and the Business Administrator.

ARTICLE XII

MANAGEMENT RIGHTS

The employees recognize the administration rights, duties and authority to manage and control the employees of the Board pursuant to the authority conferred on it by the State of New Jersey, and all the applicable local, state and federal laws. The Board retains and reserves all rights of management and control of the employees of the Board not otherwise limited by this Agreement.

ARTICLE XIII

DISCHARGE

Employees may be suspended or discharged only for just cause. The question of the propriety of the suspension or discharge may be taken to advisory arbitration and such grievance shall be commenced at Step Three.

ARTICLE XIV

USE OF SCHOOL BUILDINGS

The Association and its representatives shall have the privilege of using school buildings at reasonable hours for meetings, provided they make application through normal channels.

ARTICLE XV

COMPLETE AGREEMENT AND WAIVER OF BARGAINING

This agreement is the entire agreement of the parties, terminating all prior agreements and practices except those incorporated in the Board Policy Book and concluding all Collective Bargaining during the term of the agreement.

The Employees waive the right to bargain with respect to any subject or matter referred to or covered in the agreement, or to any subject or matter not specifically referred to or covered in this agreement even though it may not have been in the knowledge or contemplation of the parties at the time this agreement was negotiated.

ARTICLE XVI

DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 1994, and shall continue in effect until June 30, 1996.

This Agreement shall not be extended orally, and it is expressly agreed that it shall expire on its expiration date.

IN WITNESS WHEREOF, the Head Custodians have caused these presents to be signed by its authorized officers and the Board has caused these presents to be signed by its President, attested by its Secretary, and its seal to be affixed on the day and date first above written.

SALARY RANGE

MARLBORO TOWNSHIP HEAD CUSTODIANS ASSOCIATION

	<u>1994-1995</u>	<u>1995-1996</u>
MINIMUM	\$35,887.00	\$37,701.00
MAXIMUM	\$39,035.00	\$41,017.00

MARLBORO TOWNSHIP BOARD OF EDUCATION

By: Carol Majonis
CAROL MAJONIS, President

ATTEST:

Annette Bunting
ANNETTE BUNTING, Secretary

MARLBORO TOWNSHIP HEAD CUSTODIANS

By: Michael MacDonald
MICHAEL MACDONALD, President

ATTEST:

Todd MacNeill
TODD MACNEILL

A:mthc.wp5/Contracts