

Agreement Between

The Metuchen Board of Education

And

The Metuchen Custodial and Maintenance Association

July 1, 2004
through
June 30, 2007

	<u>Page</u>
Preamble	
Article I Recognition	3
Article II No Strike	3
Article III Employee Rights	4
Article IV Negotiations	5
Article Grievance	6
Article VI Arbitration	8
Article VII Vacations	10
Article VIII Holiday Pay	11
Article IX Insurance	11
Article X Leaves of Absence	11
Article XI Salary	13
Article XII Board Rights	15
Article XIII Miscellaneous	15
Article XIV Relationship of the Parties	20
Article XV Duration	20
Schedule A Custodian Salary Guide	21
Schedule B Additional Compensation	22

The Board of Education of Metuchen, New Jersey and the Metuchen Custodial and Maintenance Association do hereby agree that Board 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 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, including regularly scheduled bus drivers (30 or more hours/week), but excluding all supervisors.

This provision shall also include part time employees consistent with current practice of the district.

ARTICLE II

NO STRIKE

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 the 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.

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, as amended and supplemented by Chapter 123, Public Laws 1974, 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 identifications of membership in the Association.

The Board recognizes the rights of tenure of janitorial employees as set forth in NJ.S.AJ 8A: 17-3. All janitorial employees employed by the Board for other than a fixed term shall, in accordance with the statute as provide~ be entitled to tenure.

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, prior to the expiration of this agreement, for the following 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. Actual negotiations will commence within a month after the above date, and at least one meeting shall be held each month thereafter until negotiations are concluded.

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 any 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 as amended and supplemented by Chapter 123, Public Laws 1974.

(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 11th 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.

G~EVANCEPROCEDURE

Section 1 - Grievance Defined

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

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

(b) 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:

(1) 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

(2) The Board of Education is without legal authority to act.

As used in this definition, the term "employee" shall mean also a group of employees having the same grievance, each of whom 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) working days

6

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) working 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) working 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, if requested, shall 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) working 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 I (a) and shall be only advisory for all grievances processed per Article V, Section 1 (b).

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 the 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 incurred by the arbitrator are the only costs which will be shared by the two parties. .

(c) All cost of and expense 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 on 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.

The Parties agree to the following schedule for all future employees (grandfather). . Employees after one (1) full year of employment shall be entitled to one (1) week vacation with pay. Employees with two to five (2-5) full years of employment shall be entitled to two (2) weeks vacation with pay. Employees with six to ten (6-10) years of employment shall be entitled to three (3) weeks vacation with pay. Employees with eleven to twenty (11- 20) years of employment shall be entitled to four (4) weeks vacation with pay. Employees with more than twenty (20+) years of employment shall be entitled to five (5) weeks vacation with pay. Accumulated vacation entitlements shall be reimbursable as sick leave as noted in Article X and Article XIII, Section 13, of this agreement. These changes shall apply only to those employees hired after June 30, 1992. Vacation schedules in the July 1, 1989 to June 30, 1992 contract will continue for employees hired prior to June 30, 1992.

* Current employees shall follow the current schedule including new provision after 20 years. Employees after one (1) full year of employment shall be entitled to three (3) weeks vacation with pay. Employees with eleven to twenty (11- 20) years of employment shall be entitled to four (4) weeks vacation with pay. Employees with more than twenty (20+) years of employment shall be entitled to five (5) weeks vacation with pay.

ARTICLE VIII

HOLIDAY PAY

Any employee who works on a holiday listed below, will receive two times their regular rate for all hours worked on said holiday. Board declared holidays are as follows, provided a holiday does not conflict with a day when school is open, in which case another day will be substituted.

New Year's Day, Martin Luther King's Birthday (provided it is a day when school is closed according to school calendar.), Washington's Birthday, Good Friday, Memorial Day, July Fourth, labor Day, 1 - NJ.E.A. Convention Day - Friday Veteran's Day. Thanksgiving Day, Day after Thanksgiving, Christmas Eve Day, Christmas Day, New' Year's Eve Day.

ARTICLE IX

INSURANCE

The Parties agree to include in the agreement all terms of the insurance coverage contained in the teachers' contract with said terms to include medical/major medical, dental and pharmaceutical.

ARTICLE X

LEAVES OF ABSENCE

Section 1 - Sick Leaves

(a) Custodial and maintenance personnel are entitled to twelve (12) sick leave annually without loss of pay. All unused sick leave shall be cumulative. The Superintendent or Business Administrator may require an employee to present a doctor's statement of proof of illness. Employees will be notified by September 1 of each year of the amount of unused sick leave accumulated.

(b) All sick leave days accumulated prior to April 1, 1998 shall be reimbursed at a rate of \$35.00 per day upon employee ceasing employment with the district.

(c) All sick days accumulated April 1, 1998 and after shall be reimbursed at a rate of \$40.00 per day upon employee ceasing employment with the district.

(d) All sick days accumulated after July 1,2000 shall be reimbursed at a rate of\$45.00 per day upon employee ceasing employment with the district.

(e) Should an employee's illness require absence beyond the accumulated number of sick days, they may, upon application to the Superintendent of Schools, be granted an additional twenty (20) days for which they will be paid their per diem rate minus fifty (\$50) dollars.

(f) Should an employee's illness require a long-term medical leave of absence, the BOE at its discretion may grant the leave with pay minus substitute's pay for the extended period of time.

(g) Those employees who received \$35 per day for sick time beyond the established cap in the 1997-2000 agreement, shall have those days restored in the event of illness.

The employee shall receive their per diem rate of pay minus \$35.00.

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 - Emergency Leave

Emergency leave not to exceed a total of five days per year with pay may be granted by the Business Administrator for the following reasons:

(a) Serious illness in immediate family. Immediate family shall mean spouse, child, mother, father, or a relative who lives within the household of the staff member.

(b) Death in the immediate family. Immediate family shall mean spouse, child, mother, father, brother, sister, mother/father-in-law, brother/sister-in-law, son/daughter-in-law, grandparent, grandchild or a relative living in the immediate household of the employee. The absence may precede, include, or follow the death of a member of the immediate family.

(c) Absence due to death in non-immediate family. Non-immediate family shall mean, niece, nephew, aunt, uncle, cousin, or any relative not living in the household of the staff member. Absences in this case shall be allowed with pay for the day of funeral.

(d) Court Order. Absences from school by reason of a subpoena or legal process issued by any court, including jury duty, shall be allowed, with pay, provided that the subpoena is filled with the Superintendent.

Should the need arise where an employee may need more than the allotted five (5) days per year, application may be made to the Business Administrator for an extension of up to five (5) additional days emergency leave. These applications shall be reviewed on a case by case basis and any decision made shall not be viewed as precedent for any other case.

Section 4 - Urgent Personal Business

The Business Administrator may grant salaried non-professional employees up two (2) days leave with pay for urgent personal business, but not before or after a holiday unless fully substantiated in the request. A request for leave must be made in writing twenty-four (24) hours in advance to the Business Administrator and channeled through the immediate supervisor or principal. After ten (10) personal days have been accumulated, additional personal days shall be converted to sick days, and become part of the employee's sick bank.

ARTICLE XI

SALARY

Section I

Salaries shall be paid as set forth in Schedule "A/B/C" and "D" and Bus Drivers, 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

School Bus Driver's License pay as shown on "Additional Compensation" will apply for the duration of the contract.

Section 3

The board shall pay for all registration, tuition and renewal fees for all employees to pursue and retain a Black Seal Boiler License and Asbestos Certification. Additional compensation will apply for the duration of this contract.

Section~

Regular employees shall be paid in twenty-four (24) equal installments. Probationary employees shall be paid on the 15th and the 30th of the month during the probationary period.

Employees shall be paid at the rate of time and one half (11;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. Otherwise, the regular rate will be paid through the 40th hour, and the double time applied to hours beyond that on the Sunday in question. A normal week begins on Monday and concludes on the Sunday. All time lost from work and covered by approved leave shall count in the computation of overtime compensation.

(b) If a custodian is absent and no substitute is provided, custodians covering the additional area and/or duty shall be compensated with an additional four (4) hours work at a rate of one and one half (1 ½) times their regular rate. This shall be limited to a maximum of two (2) employees per absent custodian.

Section 5 - Longevity

Longevity shall begin after an employee has completed 20 years of service in the district.
2000-2001 \$1000 2001-2002 \$1100 2002-2003 \$1100 2003-2004 \$1200

Section 6

Clothing allowance shall be as follows:

2000-2001 2001-2002 2002-2003 2003-2004

\$600 \$600 \$650 \$675

ARTICLE XII - BOARD RIGHTS

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 again~. all 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.

ARTICLE XIII

MISCELLANEOUS

Section 1

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 2

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~

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 to the students unless such have first been approved by the appropriate administrative officer.

Section 4

Transfers from school to school or position will be made by the Business Administrator with the advice and consent of the Superintendent and such action shall be based upon the following considerations and in this order:

- (a) Competency - qualification and proficiency as supported by past service
- (b) Merit and dependability
- (c) Aptitude
- (d) Length of Service

Section 5

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 6

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 7

(a) The Board, upon proper individual authorization, will deduct Association membership dues in accordance with NJ.S.A. 52:14-15.ge.

(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.

(d) Prior to November 1 of each academic year, the Association may elect to assess all employees covered by this agreement, who are not members of the Association, a representation fee, for services rendered by the Association, at the maximum level permitted by law. Such a fee shall be deducted from salary and transmitted to the Association in the same manner as are dues of Association members.

Section 8

The Employer will post on a bulletin board custodial or maintenance vacancies. This notice shall be posted for five (5) working days. All interested applicants will sign the job posting.

The Employer agrees to give preference for promotion and advancement to present employees where their qualifications are equal to or better than non-employee applicants.

Such employees shall be considered for the open job in accordance with their seniority provided they have the qualifications for the job as determined by the Employer. As used in this Agreement the term "qualifications" or "qualified" is intended to mean such factors relating to job performance as skill and ability, training and experience, attitude, safety, quality and quantity of work. In considering qualifications for jobs which require some direction of lower skilled employees, the ability to direct people shall also be considered.

Employees successfully bidding into maintenance positions will have their salary individually established by the Employer based upon their qualifications, job knowledge, and prior experience. The salary established will represent an actual step on the appropriate salary guide in existence at the time.

A successful bidder will be given a maximum sixty (60) calendar day probationary period in the position with an extension of thirty (30) calendar days, if requested by the Employer. If the employee fails to successfully meet the requirements of his new position within the probationary period, he will be returned to his former classification and shall assume seniority and pay as though he had never left.

Employees will get extra compensation when they start on the new job.

Once a staff member successfully bids for and is awarded a position, he will be ineligible to bid again for another position for one (1) year unless the vacancy is for a higher rated position.

Section 9

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 10

Whenever an employee is called in to work on an otherwise unscheduled work day, a minimum of four (4) hours per day will be provided.

Section 11

Employees who are not going to be re-employed for the next school year will be so notified by April 30 of the current school year.

Section 12

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

Section 13

Reimbursement of accumulated sick days as described in Article X shall be up to a maximum of one hundred fifty (150) days.

Subcontracting Notice - The Board agrees that one hundred and eighty (180) days prior to any formal Board action to consider subcontracting it shall discuss the matter fully with the association and its representatives, and formally notify the Association of its intention to subcontract unit work.

Section 14

Overtime shall be distributed, over a reasonable period of time, as equally as practical among employees who are qualified and capable of performing the work available.

Section 15

This Agreement shall not be modified in any part unless mutually agreed upon between the Board and the Association. Any modifications mutually agreed upon shall be reduced to writing and signed by both parties.

Section 16

The Board of Education shall provide each employee with one pair of safety shoes each school year. The Board will provide necessary safety equipment, including masks, etc., for employees who are required to work with asbestos.

Section 17

Except for normally retained confidential records, materials other than formal evaluation materials shall be removed from an employee's file, upon request of the employee, after five yearly retention.

Section 18

Layoff and Recall - Formal language incorporating the concepts of rifting, layoff and recall will be agreed to and incorporated as part of this collective bargaining agreement prior to December 31, 1984. .

Section 19

On a yearly basis, the Board shall provide, if requested, the starting dates of employment of all members of the Bargaining Unit.

Section 20

On a yearly basis, the Board and Association shall jointly conduct an In-Service Training Program for members of the Bargaining unit.

Section 21

On days when school is closed due to inclement weather, custodians on all shifts will report for the day shift. In the event that inclement weather causes the school calendar to be altered, thereby assigning days originally declared as holidays as school days,

custodians will be paid at time and one half for the days worked, but will not be given a day in lieu of the missed holiday.

Section 22

After ratification of the agreement, the Board shall within ninety (90) days of said ratification, reduce the agreement to writing and after being signed by both parties the Board shall produce copies and distribute copies to all employees in this unit.

ARTICLE XIV

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 XV

DURATION

This Agreement shall become effective retroactive to July 1, 2004 and will remain in full force and effect until June 30, 2007.

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

METUCHEN CUSTODIAL AND
MAINTENANCE ASSOCIATION

METUCHEN BOARD OF EDUCATION

By: _____
President

By: _____
President

Date: _____

Date: _____

SCHEDULE A

SCHEDULE B

ADDITIONAL COMPENSATION