

**AGREEMENT**

between

MATAWAN-ABERDEEN REGIONAL BOARD OF EDUCATION

and

MATAWAN REGIONAL TEACHERS ASSOCIATION

(Custodial and Maintenance Employees)

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JULY 1, 2010 through JUNE 30, 2014

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**PREAMBLE**

This Agreement made and entered into this 16th day of May, 2012, between the MATAWAN-ABERDEEN REGIONAL BOARD OF EDUCATION, hereinafter referred to as the "Board", and the MATAWAN REGIONAL TEACHERS ASSOCIATION, a labor organization hereinafter referred to as the "Association."

**WITNESSETH:**

WHEREAS, the Association has presented proof that it represents a substantial majority of a unit composed of all custodial and maintenance employees;

AND

WHEREAS, the Board, by virtue thereof, has recognized the said Association as the sole and exclusive bargaining agent for all custodial and maintenance employees of the Board;

AND

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws of 1974, to negotiate with the Association as the representative of all custodial and maintenance employees of the Board with respect to the terms and conditions of employment,

NOW, THEREFORE, it is mutually agreed between the parties, as follows:

## ARTICLE I

### RECOGNITION

#### A. Representation

The Board hereby recognizes the Association as the sole and exclusive representative for collective negotiation concerning the terms and conditions of employment herein provided for all custodial and maintenance employees now employed or to be employed by the Board.

#### B. Bargaining Unit

The bargaining unit shall consist of all custodial and maintenance employees of the Board. All other employees of the Board are excluded from the collective bargaining unit.

#### C. Definition

Wherever used herein, the term "employee" shall mean and be construed only as referring to a custodial and maintenance employee of the Board.

## ARTICLE II

### MANAGEMENT RIGHTS CLAUSE

A. The Board, on its own behalf and on behalf of the electors of the District, hereby retains and reserves unto 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 but without limiting the generality of the foregoing, the right:

(1) To executive management and administrative control of the school system and its properties and facilities, and the activities of its employees while said employees are engaged in the performance of their duties.

(2) To hire all employees and, subject to the provisions of law, to determine their qualifications and the conditions for their continued employment or their dismissal or demotion, and to promote and transfer all such employees, to relieve employees from duty because of lack of work, or other legitimate reasons. Where the Board has agreed to procedures in the above areas, the Board will follow said procedures.

(3) To decide upon the means and methods of operations, the selection of materials and equipment.

(4) To determine work schedules, the hours of work, and the duties, responsibilities and assignments of employees with respect thereto, subject to this Agreement.

(5) To take whatever actions may be reasonably necessary to carry out the mission of the school district in situations of emergency.

(6) The exercise of the foregoing powers, right, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgment and discretion in connection therewith, shall be limited only by the specific and expressed terms of this Agreement and then only to the extent such specific and expressed terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and the Constitution and Laws of the United States.

### **ARTICLE III**

#### **UNION SECURITY**

A. The Board agrees it will give effect to the following form of Union Security.

(1) It is agreed that at the time of hiring, the Board will inform newly hired employees who fall within the bargaining unit, that they may join the Association thirty-one (31) days thereafter.

### **ARTICLE IV**

#### **CHECK-OFF**

A. The Board hereby agrees to deduct from the wages of employees by means of check-off, the dues uniformly required by the labor organization pursuant to the provisions of N.J.S.A. 52:14-15.9e and to transmit same to Association. The Board, after receipt of written authorization from such individual employees, agrees to deduct from the salaries of said employees, their monthly dues. Such deductions shall be made from the first salary paid to each employee during the month.

B. In making the deductions and transmittals as above specified, the Board shall rely upon the most recent communication from the Association as to the amount of the dues. The total amount deducted shall be paid to the local Association within ten (10) days after such deduction is made.

C. The Board agrees to forward to the Association, the full name and address or application obtained from the shop steward for all new employees who become eligible for membership. The Board further agrees to notify the Association when unit employees are discharged, granted leaves of absence, are absent due to illness or injury, on vacation, or leave the employ of the Board for any reason whatsoever when submitting the dues deduction list to the Association office each month.

## ARTICLE V

### PROBATIONARY PERIOD

A. The first thirty (30) days of employment for all new employees will be considered a probationary period for purposes of this Agreement. The Board, through its representatives, may request of the Association an extension of the probationary period for an additional thirty (30) days where the Board believes the thirty (30) day probationary period is insufficient. In all cases where this request is reasonably justified, the same will be granted.

B. During the aforementioned probationary period, the Board may discharge such employee for any reason whatsoever. An employee discharged during such probationary period shall not have recourse to the grievance procedure as set forth in this Agreement. The Board shall have no responsibility for the re-employment of newly engaged probationary employees if they are dismissed during the probationary period.

## ARTICLE VI

### SENIORITY

A. The Board shall establish and maintain a seniority list of employees' names and dates of employment from date of last hire on a system-wide job classification basis, with the employee with the longest length of continuous and uninterrupted system-wide service to be placed at the top of said seniority list. The name of all employees with shorter length of continuous service shall follow the name of such senior employee in order until the name of the employee with the shortest length of service appears at the foot of the list. The seniority of each employee shall date from the employee's date of last hiring with the Board. The provisions of this Article shall be subject to requirements of Title 18A:17-3.

B. New employees retained beyond the probationary period shall be considered regular employees and their length of service with the Board shall begin with the original date of their employment and their names placed on the "seniority list." Such seniority list shall be kept up to date with additions and subtractions as required.

- C. Employee's seniority shall be deemed lost for the following reasons:
- (1) Justifiable discharge.
  - (2) Resignation.
  - (3) Layoff for a period of one (1) year.
  - (4) Failure to reply within eight (8) days after an employee is notified by registered letter delivered to last known address by Board on recall of layoff.
- D. One (1) shop steward shall be granted top seniority for the purposes of lay-off.

## ARTICLE VII

### WORK SCHEDULES

A. Work Week

(1) Monday through Friday, both inclusive, shall be comprised of five (5) days of eight (8) hours each, subject to the exception relating to maintenance employees set forth in Section D, Article VIII.

(2) During the summer recess period (July through August), the normal work week shall be from Monday through Friday, both inclusive, and shall be comprised of five (5) days of eight (8) hours each.

B. (1) During the academic school year (September through June), the normal work day shall be in accordance with the following:

CUSTODIAL EMPLOYEES:

Schedule A - 6:30 A.M. to 3:00 P.M.

Schedule B - 10:00 A.M. to 6:30 P.M.

Schedule C - 1:00 P.M. to 9:30 P.M.

Schedule D - 2:30 P.M. to 11:00 P.M.

Schedule E - 4:30 P.M. to 1:00 A.M.



Schedule F - 8:00 A.M. to 4:30 P.M.

Schedule G - 11:00 P.M. to 7:00 A.M.

Exact time for custodial shifts may be modified by the Board to meet changes to school starting/ending times each year.

MAINTENANCE EMPLOYEES:

Schedule H - 7:00 A.M. to 3:30 P.M.

Schedule I - 9:00 A.M. to 5:30 P.M.

Up to four (4) maintenance employee's shifts may be modified to reflect a starting time between 7:00 A.M. and 9:00 A.M. and ending time between 3:30 P.M. and 5:30 P.M.

(2) During the summer recess period (July through August), the normal work day shall be in accordance with the following:

CUSTODIAN EMPLOYEES:

Schedule L - 7:00 A.M. to 3:30 P.M.

MAINTENANCE EMPLOYEES:

Schedule M - 7:00 A.M. to 3:30 P.M.

C. Premium Rates

Employees who are scheduled to begin work after 1:30 P.M. but prior to 7:30 P.M. shall receive thirty-three cents (\$.33) per hour premium for each hour worked on said schedule. Employees who are scheduled to begin work after 7:30 P.M. but prior to 1:00 A.M. shall receive forty-three cents (\$.43) per hour premium for each hour worked on said schedule.

## ARTICLE VIII

### HOURS OF WORK AND OVERTIME

A. The normal work week shall consist of forty (40) hours and shall be comprised of five (5) consecutive days of eight (8) hours each.

B. Any work performed beyond forty (40) hours in any work week shall be considered

overtime and compensated for at one and one-half (1-1/2) times the regular hourly rate of pay.

C. Any work performed on Sunday shall be compensated for at double the hourly rate of pay.

D. The scheduled work week shall be from Monday to Friday. However, in order to provide maintenance coverage on Saturdays, the Board shall have the right to schedule from Tuesday through Saturday. Assignment of employees, not to exceed four (4), to a Tuesday through Saturday schedule shall be restricted to maintenance personnel employed after July 1st, 1969.

E. It is understood that holiday pay, vacation and personal days shall be considered as time worked for the purpose of computing overtime.

F. Employees called to work prior to the start of their normally assigned shift shall be paid overtime for any such time worked.

G. In the event an employee is called back to work after the conclusion of his normal work shift, the employee will be entitled to a minimum of four (4) hours pay at one and one-half (1-1/2) times the employee's regular rate of pay.

H. The Board shall notify the employees of any Saturday or Sunday work not later than the end of the shift of Thursday of that week except for emergencies.

I. In the event an employee reports for work without having been previously notified that there is no work, the employee shall be guaranteed four (4) hours pay at his regular rate of pay.

J. Overtime shall be distributed equally as practical among the employees qualified and capable of performing the work available. Overtime work offered but refused by any employee shall be counted as overtime worked for the purpose of determining the equitable distribution of overtime.

K. Hours of work shall not be reduced during an established work week or work schedule for the purpose of avoiding overtime payment.

## **ARTICLE IX**

### **FORCE REDUCTION**

A. The Board agrees that it will not engage any new employees unless all of the employees presently employed are working the scheduled hours noted in this Agreement.

B. In the reduction or restoration of the working force, the rule to be followed shall be the length of service with the Board. The employee with the least seniority shall be laid off first and in rehiring, the same principle shall apply; namely, the last employee laid off shall be first to be rehired. The provisions of the Article shall be subject to the provisions of Title 18A:17-4.

C. The shop steward and the employees involved in such lay-off shall receive seventy-two (72) hours notice prior to any lay-off.

D. If the Board subcontracts any custodial/maintenance services during the life of the Agreement, each member who loses his/her job shall be compensated in the amount of two (2) months salary. If the Board decides to subcontract the services of members of the custodial/maintenance bargaining unit at the end of this Agreement, the Board shall give at least ninety (90) days notice, in writing, to the Association and each member. Article IX.D shall expire June 30, 2014.

## ARTICLE X

### JOB VACANCIES, NEW JOBS CREATED OR PROMOTIONS

A. The Board agrees to post a notice of such new job, vacancy, or promotion on the bulletin board for a period of three (3) working days. Such notice shall contain a description of the job, the rate, and when the job will be available. Anyone interested in applying for the position must send a letter to the District Administration. A copy of such notice shall be sent to the shop steward in addition to being posted on the bulletin board.

B. The successful bidder and the Association shall be notified in writing of the employee's acceptance by the Board within three (3) days of such acceptance. If there are no successful bids, the Board may appoint or hire to fill such job.

C. Any employee so selected to fill such job shall be granted a trial period of up to sixty (60) days. If it shall be determined by the Board, during the said trial period, that the promoted employee is not qualified to discharge the duties of the position to which he was promoted, the employee shall resume his former position or a position equivalent thereto. During the trial period, the employee shall receive no increase in salary by reason of the promotion but shall, if accepted in the new position, receive such an increase in salary retroactive to the commencement date of the trial period. However, if the employee has experience and has previously performed the higher rated position, such employee shall receive the higher rate immediately.

D. Any employee may elect to return to his/her previous shift for a period of sixty (60) days after such voluntary change of shift is made.

## ARTICLE XI

### GRIEVANCE PROCEDURE AND ARBITRATION

#### A. DEFINITIONS

Grievance - A "grievance" shall mean a complaint based upon a wrong believed by an employee in the negotiating unit to have been suffered by him as a result of a violation, misinterpretation, or inequitable application of any provision of this Agreement, or through an act or condition which is contrary to established Board policy or Board and/or administrative practice governing or affecting employees except that the term "grievance" shall not apply to:

(1) Any rule or regulation of the State Department of Education having the force and effect of law.

(2) Any rule or regulation of the State Commissioner of Education having the force and effect of law.

(3) Any matter which, according to law, is beyond the scope of Board authority.

(4) Any matter which, according to law, is exclusively within the discretion of the Board.

Grievant - Grievant shall mean an employee believing to have been or to be aggrieved.

Employee - An employee shall mean an employee within the negotiating unit.

Immediate Superior - The principal or such person acting as the principal in the latter's absence.

#### B. PRINCIPLES

(1) A grievance to be considered under this procedure shall be presented by the grievant or his representative not later than twenty (20) calendar days following its occurrence or the time when he should have known about it. 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. A grievance which occurs near the end of the school year shall be presented on or before June 30th of the school year in which it occurred.

(2) A grievant may present and process his grievance personally or through an appropriate representative. 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 employee 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 third step of the grievance procedure.

(5) Forms developed jointly by the Board and the Association will be used for the filing of grievances.

### C. PROCEDURE

#### STEP ONE:

(a) A grievant may initially discuss the matter identified as a grievance with the immediate superior in an attempt to settle the grievance informally. This is not intended to extend the time limitation as set forth in Section B, sub-section 1.

#### STEP TWO:

(a) A grievant shall file his grievance in writing by presenting the written grievance to the immediate superior and forwarding copies to the Superintendent and the Association.

(b) The grievant and the immediate superior shall meet in an attempt to resolve the grievance not later than seven (7) calendar days following the date on which it is filed.

(c) The immediate superior shall communicate his decision in writing to the grievant not later than seven (7) calendar days following the hearing. A copy of the decision shall also be forwarded, at the same time, to the Superintendent and the Association.

#### STEP THREE:

(a) If the grievance has not been resolved at step two of the procedure, the grievant may request a hearing of his grievance by the Superintendent or his designated representative. This shall be done not later than seven (7) calendar days following the principal's decision.

(b) The grievant and Superintendent or his designated representative shall meet in an attempt to resolve the grievance not later than seven (7) calendar days following the date on which the hearing was requested.

(c) The Superintendent or his designated representative shall communicate his decision in writing to the grievant not later than thirty (30) calendar days following the hearing. A copy of the decision shall also be forwarded, at the same time, to the Association.

#### STEP FOUR:

(a) In the event the grievant is dissatisfied with the determination of the Superintendent aforesaid, and in the further event that the grievance involves the interpretation or application of this Agreement, the matter may be submitted to binding arbitration. The grievant shall request in writing that the Association submit his grievance to arbitration. If the

Association decides the grievance is meritorious, it may submit the grievance to arbitration. A request for arbitration shall be made in writing no later than fifteen (15) days following the determination of the Superintendent. Failure to request arbitration within said period of time shall constitute an absolute bar to such arbitration unless the Superintendent and the Association shall mutually agree upon a longer time period within which to assert such a demand.

(b) The Superintendent may also request arbitration concerning any dispute regarding the interpretation or application of this Agreement. The time limits applicable to the Association are also applicable to the Superintendent.

(c) The arbitrator shall have no power or authority to add to, subtract from, change or modify any of the terms of this Agreement.

(d) Within fourteen (14) calendar days after the Association shall have delivered the written request for arbitration, the Superintendent and the Association 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 from the Public Employment Relations Commission. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

(e) The arbitrator so selected shall confer with the Superintendent and the Association and hold hearings promptly, and he shall issue his decision not later than twenty (20) calendar days from the close of hearings or if oral hearings have been waived, then from the date that the final statements and proof 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 Superintendent and the Association and shall be final and binding on the parties.

(f) 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.

## ARTICLE XII

### HOLIDAYS

A. The Board agrees to grant to all of the employees within the bargaining unit the following holidays with full days' pay at the employee's regular straight time rate of pay:

Independence Day  
Labor Day  
Veteran's Day

Thanksgiving Day  
Workday after Thanksgiving Day  
Christmas Day  
Workday after Christmas Day  
New Year's Day  
Lincoln's Birthday  
Washington's Birthday  
Good Friday  
Memorial Day  
13th-15th days to be selected at time of calendar formulation.

B. Employees who work on any of the above holidays shall be paid for such work at two and one-half (2-1/2) times the employee's regular rate which shall include the holiday pay.

C. In the event that a paid holiday falls within the vacation period of an employee, the employee shall be entitled to an additional day's vacation.

D. In order to be eligible for holiday pay, an employee must work on the scheduled work day immediately preceding and following the holiday unless sick or reasonably excused.

E. The work schedule for maintenance employees assigned to a Tuesday through Saturday schedule shall be agreed to by the parties at the time the school calendar is approved by the Board.

### **ARTICLE XIII**

#### **PAID VACATIONS**

##### **A. Vacations**

The Board agrees to grant to all employees within the bargaining unit, vacations in accordance with the following schedules:

(1) New employees - if employed less than eight (8) weeks prior to July 1st, there shall be no vacation. If employed more than eight (8) weeks prior to July 1st, one (1) vacation day for each eight (8) weeks of service shall be granted.

(2) Employees with more than one (1) year's service - completed years of service shall be calculated from July 1st of any year. Employees who join the unit prior to January 1st of any year shall be considered to have completed a year of service on the following July 1st. Employees who join the unit between January 1st and June 30th of any year shall be deemed to have one (1) year's completed service on the July 1st of the following year.

(3) Employees with one (1) year or more of service shall receive ten (10) working days vacation.

(4) Employees with five (5) years or more of service shall receive fifteen (15) working days vacation.

(5) Employees with ten (10) years or more of service shall receive twenty (20) working days vacation.

B. Accrued Vacation Time

The Board agrees that in the event an employee voluntarily leaves the employ of the Board before the vacation period, and provided that employee gives not less than two (2) weeks' notice of his intent to leave, he shall be compensated for any accrued vacation time that may be due him in accordance with the above schedule.

C. Posting Vacation Schedules

The vacation schedule shall be drafted by the Board on or before April 1st of each year and posted on the bulletin board. It is specifically agreed that the assignment of all vacations shall be determined by the Board with due regard to its efficient operation.

D. Vacation Periods

Employees may request that any of their vacation time may be taken at a period other than the time set forth herein, and the Board will give fair consideration to such request.

E. Lay-off Periods

During lay-off periods, for reasons of lack of work, vacation benefits shall continue to accrue for a period of one (1) year. Such accrual shall be for the purpose of, and shall be limited to the determination of service in accordance with schedule set forth in Section A, Article XIII.

## ARTICLE XIV

### ABSENCE

A. Sick Leave

Twelve (12) days sick leave each year shall be granted to all employees and the same shall be cumulative from year to year. Employees on sick leave may be required to furnish a physician's certificate of illness or other proof of illness satisfactory to the Board after the third (3rd) day of absence. However, the Board retains the right to require a doctor's note any time it



deems necessary due to suspected abuses of the sick leave provisions or if a pattern of absence is evident. Employees shall be given a written accounting of their accrued sick leave no later than September 15th of each school year.

B. Jury Duty

An employee who is called and/or serves on jury duty shall be paid the difference between the daily fee allowed by the court and straight time pay for scheduled working time lost.

C. Death in Family

In case of the death of a parent, stepparent, brother, brother-in-law, step-brother, sister, sister-in-law, step-sister, husband, wife, domestic partner, child, stepchild, father-in-law, mother-in-law, son-in-law, daughter-in-law, grandfather, grandmother, grandchild, uncle, aunt, nephew, niece, and cousin or a relative who is a member of the immediate household of the employee, the employee shall be excused, without loss of pay provided the absence does not exceed five (5) consecutive school days.

D. Leave of Absence

Upon timely application, employees may apply to the Board for a leave of absence without pay for a period not exceeding ninety (90) days without loss of benefits. The reason for such request shall be made known to the Board, and the Board will give reasonable consideration to such application.

E. Reporting Absence

An intended absence shall be reported as soon as such intention is known to the employee. Any absence not reported prior to the beginning of the scheduled work day may be considered as an unexcused absence.

F. Personal Days

Members of the bargaining unit shall enjoy two (2) undesignated personal days per year. They shall suffer no loss of pay and no approval shall be required. These days shall be non-accumulative as personal days.

(1) Members of the bargaining unit shall give the Superintendent or his designee at least one (1) day's notice. The Superintendent or his designee, in his discretion, may waive the notice requirement in the event of an emergency.

(2) No more than one (1) employee in the bargaining unit per shift in each building nor a total of four (4) employees in the entire bargaining unit per shift may be out on any one shift without the prior approval of the Superintendent or his designee.

(3) Any unused undesignated personal days shall be added on to the individual's accumulated sick leave.

G. Quarantine or Court Order

An employee absent from school by reason of quarantine by the Board of Health, or in compliance with the requirements of a court subpoena shall not suffer deductions in pay for such absence. Any employee absent because of a subpoena to appear at a legal proceeding shall suffer no deductions in pay except where the relevant employee is himself/herself a person in interest, either directly or on behalf of another person or organization representing the subpoenaed person in an action against the Board.

H. On the Job Injury

(1) Whenever any full time employee of the Matawan-Aberdeen Regional School District is absent from his post of duty as a result of personal injury caused by an accident arising out of and in the course of his employment, such employee shall receive his 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.

(2) Any amount of salary or wages paid or payable to the employee pursuant to this policy shall be reduced by the amount of any workers' compensation award made for temporary disability. Salary or wage payments provided by the section 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.

I. Absence in Case of Serious Family Illness

In case of absence because of illness of a parent, brother, sister, husband, wife, domestic partner, child, mother-in-law, father-in-law, or a relative who is a member of the immediate household of the employee, the employee may be excused without loss of pay, provided the absences do not exceed three (3) days in any school year.

J. MATERNITY/PATERNITY LEAVE

(1) The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant members 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 a member's maternity leave application involves both a disability phase and a 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 member which follows the disability phase during which time the member voluntarily suspends her employment to care for the newborn child. The child care leave shall also be available to an adoptive parent or the father of a newborn infant.

(a) **DISABILITY PHASE:** Any member seeking a leave of absence on the basis of medical reasons associated with pregnancy or birth shall apply to the Board. At the time

of application, which shall be made upon sixty (60) days' notice to the Board, the member 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 member 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 member's and the Board's physicians may be treated as compensable sick leave time at the option of the member.

(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 member shall be granted, at his/her discretion, a leave for (1) the balance of the school year in which the birth or adoption occurred, or (2) the balance of the school year in which the birth or adoption occurred and the entire following school year. Any further extensions of child care leave shall be discretionary with the Board.

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

(3) A member returning from pregnancy leave of absence shall be entitled to all benefits to which members returning from other types of sick or disability leave would be entitled.

(4) No member shall be barred from returning to work after the birth of her child solely on the ground that there has not been a stated or prescribed lapse of time between that birth and her desired date of return except as is provided herein. Nothing contained in this article shall be construed to preclude the Board from requiring any member, after birth of her child, to produce a certificate from her physician showing that she is physically capable of resuming her duties.

## ARTICLE XV

### RIGHTS AND BENEFITS

#### A. Non-Discrimination

It is agreed that the parties hereto will not discriminate against any employee because of race, color, creed, religion, nationality, age, or sex, and further, that no employee shall be discriminated against or interfered with because of Association activities, so long as such activity does not interfere with or interrupt the normal conduct or maintenance of the school system.

#### B. Veterans' Rights and Benefits

(1) The seniority rights of all employees who enlist or who are drafted pursuant to an appropriate law now in force, or to be enacted, shall be maintained during such period of

military service. Each such employee shall have the right to reinstatement to his former position or to a position of equal status, at the salary rate previously received by him at the time of his induction into military service, together with all salary increases during the period of such military service.

(2) Such reinstatement of veterans shall be upon application theretofore made within ninety (90) days after such an employee is honorably discharged from service. This clause shall be subject to all pertinent and applicable provisions of the Selective Training and Service Act as amended.

(3) The Board agrees to allow the necessary time for any employee in the Reserves to perform his duties when called without impairment of his seniority rights.

(4) The Board agrees to pay an employee for all reasonable time lost in reporting for a physical examination for military service.

## ARTICLE XVI

### HEALTH BENEFIT INSURANCE

A. (1) The Board will continue to pay all premiums for full family coverage, including domestic partner, under the present plan. The Board shall provide the State Educator's Health Benefits Plan, Direct 10 for medical. Pursuant to Chapter 78 of the Laws of the State of New Jersey, the Board will collect all required contributions as defined therein. The Board shall establish a Section 125 Cafeteria Plan, pursuant to the rules and regulations of the Internal Revenue Service. Employees who submit proof to the Board and Matawan Regional Teachers Association of substitute coverage shall be permitted to waive medical insurance coverage in return for a \$2,000 payment for husband/wife coverage or \$2,500 for family coverage each year. Submission of proof and request to waive coverage must be completed on or before May 1, in the school year prior to the waiver. Payments for waiver shall be made in two equal installments in January and June of the school year for which coverage was waived. Employees will have the right to opt in/out of the section 125 Cafeteria Plan each year by following the established procedure. In the event the Board seeks to change carriers during the course of the agreement, the Board must provide equal to or better coverage for the benefit plan then in effect.

B. Pursuant to state law, all employees are required to participate in the State of New Jersey Public Employees Retirement System.

C. The Board will continue to pay all premiums to provide to each employee for the duration of this Agreement the New Jersey Dental Service Plan (known as the Delta Incentive Plan) family coverage, including domestic partner. The maximum accumulated benefit shall be \$2,000 per year for Premier coverage and at least \$2,000 per year for Preferred coverage. The dental cap shall be fixed at the rates in effect on June 30, 2014, which shall reflect the full actual

costs to the Board of the benefit for each employee. As part of the Section 125 Cafeteria Plan, pursuant to the rules and regulations of the Internal Revenue Service, employees who submit proof to the Board and Matawan Regional Teachers Association of substitute coverage shall be permitted to waive dental insurance coverage in return for a \$100 payment. Submission of proof and request to waive coverage must be completed on or before May 1, in the school year prior to the waiver. Payments for waiver shall be made in two equal installments in January and June of the school year for which coverage was waived. Employees will have the right to opt in/out of the section 125 Cafeteria Plan each year by following the established procedure.

D. (1) The Board will pay up to the sum of \$150.00 per employee per annum for direct optical reimbursement for employees and their dependents.

(2) The Board will pay all premiums for full family coverage, including domestic partner, for a mandatory generic prescription card with required co-payments of \$ 3.00 for generic drugs, \$ 10.00 for preferred drugs and \$5.00 for generic drugs and \$15 for preferred drugs for mail order. The Board shall provide the coverage through Prescription Corporation of America. Major medical coverage of prescription co-pay amounts shall not be provided. As part of the Section 125 Cafeteria Plan, pursuant to the rules and regulations of the Internal Revenue Service, employees who submit proof to the Board and Matawan Regional Teachers Association of substitute coverage shall be permitted to waive prescription insurance coverage in return for a \$500 payment. Submission of proof and request to waive coverage must be completed on or before May 1, in the school year prior to the waiver. Payments for waiver shall be made in two equal installments in January and June of the school year for which coverage was waived. Employees will have the right to opt in/out of the section 125 Cafeteria Plan each year by following the established procedure. In the event the Board seeks to change carriers during the course of the agreement, the Board must provide equal to or better coverage for the benefit plan then in effect.

E. Any employee on an authorized unpaid sick leave of absence shall continue to have his/her health benefits (medical, dental, prescription, and optical plans) premiums paid for by the Board while on such an authorized sick leave.

## **ARTICLE XVII**

### **DISCHARGE**

A. There shall be no discharge except for just and sufficient cause, except that a newly engaged employee shall be subject to dismissal for any cause whatsoever prior to the expiration of the probationary period or any extension thereof. The Association shall be notified in writing of the discharge of any employee at the time of such discharge, which notification shall set forth the reason for the discharge. The provision of this Article shall be subject to the provision of Title 18A:17-4.

B. Employees shall be entitled automatically to a written statement of reasons for termination and receive a hearing upon request.

## ARTICLE XVIII

### MISCELLANEOUS PROVISIONS

A. No employee shall make or be requested to make any agreement or to enter into any understanding inconsistent or conflicting with the terms of this Agreement.

B. The Board shall provide reasonable bulletin board space for the posting of Association notices to its members; said posting to be subject to the approval of the Board Secretary.

C. Employees not included in the bargaining unit shall not be permitted to perform the duties of employees in the aforesaid bargaining unit, except temporary employees working within the period July 1st to August 31st.

D. No clause in this Agreement shall be construed or interpreted as to imply any lowering of present wages or working conditions.

E. All members of the bargaining unit (excluding head custodians whose benefits are listed below) shall receive seven hundred fifty-eight (\$758.00) dollars for the holding of a valid State of New Jersey Black Seal Fireman's License.

F. Clothing Allowance

(1) Two (2) perma-press winter uniforms per man each school year will be supplied by the Board at no cost to the employee where the Board requires employees to wear specific uniforms.

(2) Where the duties of the custodial and maintenance employees require safety shoes, the Board shall supply safety shoes.

(3) The Board shall supply all custodians and maintenance employees with foul weather gear consisting of raincoat and pants and boots.

(4) The Board shall supply all custodians and maintenance employees with a lined jacket.

G. Travel Allowance

The mileage allowance paid to employees shall be in accordance with applicable State law.

H. Employees shall be permitted to submit claims to the Board for damage to personal property as a result of actions taken by others on school grounds against the employee's property. The Board agrees to review the employee's claim for such losses; and subject to the employee's verification as to the cause of the damage, the Board shall determine the appropriate level of reimbursement.

## **ARTICLE XIX**

### **SEPARABILITY AND SAVINGS CLAUSE**

A. In the event that any provision of the Agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulation or decree, such decision shall not invalidate the entire Agreement; it being the expressed intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

## **ARTICLE XX**

### **WAGES**

A. All employees covered by this Agreement shall receive the wages as set forth in Schedule A-1 attached hereto and incorporated as part of this Agreement.

## **ARTICLE XXI**

### **TERMINAL LEAVE**

A. Terminal leave shall be granted to all employees with thirty (30) years of service in the District as of July 1, 2005 retiring after ten (10) years of continuous service in the Matawan-Aberdeen Regional School District in an amount equivalent to one-half (½) month's salary providing that said employees meet the following conditions:

(1) That they are members of a New Jersey State Plan that provides a pension based on their school district employment.

(2) That they have applied for and received approval for retirement benefits from said plan.

This payment shall be made to the individual's 403(b) plan.

B. The payment for unused sick leave earned in the district shall be granted to all custodial/maintenance employees retiring after ten (10) years of continuous service in the Matawan-Aberdeen Regional School District in the amount of fifty-five (\$55.00) dollars per day. This payment shall be made to the individual's 403(b) plan.

C. In the event an employee with at least ten (10) years of continuous service in the Matawan-Aberdeen Regional School District dies while employed by the Board, his/her estate shall receive a) terminal leave payments in an amount in accordance with the provisions of Section A of this Article and b) payment for unused sick leave in accordance with the provisions of Section B of this Article.



ARTICLE XXII

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 2010 and shall continue in effect until June 30, 2014.

B. The terms of this Agreement are retroactive to July 1, 2011, except as specified otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized officers as of the day and year first above written.

MATAWAN-ABERDEEN REGIONAL BOARD OF EDUCATION

ATTEST:

  
PATRICK DEGEORGE, Secretary

By:   
JOHN DELANEY, President

MATAWAN REGIONAL TEACHERS ASSOCIATION

ATTEST:

  
KATHLEEN VERGARETTI, Secretary

By:   
CARL KOSMYNA, President

SCHEDULE A-1  
CUSTODIAL AND MAINTENANCE SALARY SCHEDULE 2010-2011

STEP	CUSTODIAN	MAINTENANCE
1	17.05	18.15
2	17.30	18.40
3	17.55	18.65
4	17.80	18.90
5	18.05	19.15
6	19.10	20.55
7	20.80	23.28
8	23.15	26.63
9	26.86	30.55

Longevity: Upon the completion of twenty years of service to the district a custodial/maintenance employee shall receive a longevity differential of \$400 per year. Upon the completion of twenty-five years of service to the district a custodian/maintenance employee shall receive a longevity differential of \$600 per year.

SCHEDULE A-1  
CUSTODIAL AND MAINTENANCE SALARY SCHEDULE 2011-2012

Hourly rates are established in accordance with the following schedule.

STEP	CUSTODIAN	MAINTENANCE
1-2	16.29	18.51
3	17.03	19.35
4	18.29	20.79
5	19.55	22.22
6	20.95	23.80
7	22.34	25.38
8	23.81	27.06
9	25.28	28.73
10	27.31	31.03

Longevity: Upon the completion of twenty years of service to the district a custodial/maintenance employee shall receive a longevity differential of \$400 per year. Upon the completion of twenty-five years of service to the district a custodian/maintenance employee shall receive a longevity differential of \$600 per year.

SCHEDULE A-1  
CUSTODIAL AND MAINTENANCE SALARY SCHEDULE 2012-2013

STEP	CUSTODIAN	MAINTENANCE
1	17.05	19.20
2	17.75	20.88
3	19.17	22.56
4	20.60	24.23
5	22.02	25.91
6	23.45	27.59
7	25.08	29.50
8-9	26.70	31.42
10 Top	27.31	31.42

Longevity: Upon the completion of twenty years of service to the district a custodial/maintenance employee shall receive a longevity differential of \$400 per year. Upon the completion of twenty-five years of service to the district a custodian/maintenance employee shall receive a longevity differential of \$600 per year.

SCHEDULE A-1  
CUSTODIAL AND MAINTENANCE SALARY SCHEDULE 2013-2014

STEP	CUSTODIAN	MAINTENANCE
1	16.99	19.99
2	17.70	20.83
3	18.42	21.67
4	19.13	22.50
5	19.84	23.34
6	20.55	24.18
7	21.27	25.02
8	21.98	25.86
9	22.69	26.70
10	23.40	27.53
11	24.12	28.37
12	24.93	29.33
13	25.74	30.29
14	26.56	31.25
15 Top	27.37	32.20

Longevity: Upon the completion of twenty years of service to the district a custodial/maintenance employee shall receive a longevity differential of \$400 per year. Upon the completion of twenty-five years of service to the district a custodian/maintenance employee shall receive a longevity differential of \$600 per year.

Special Contracts

Head custodians in the following designated schools shall be paid additional monies as set forth for checking their respective buildings on weekends and performing the duties of their classifications. In addition to the following amounts, each head custodian shall receive an additional seven hundred fifty-eight (\$758.00) dollars for holding a valid State of New Jersey Black Seal Firemen's License.

SCHEDULE A-2

	<u>2010-2014</u>
<b>(1) HEAD CUSTODIANS</b>	
Cambridge Park	\$4,370
Ravine Drive	4,370
Strathmore	4,510
Cliffwood Avenue	4,640
Matawan Avenue	4,900
Lloyd Road	4,900
High School	7,190
<b>(2) HEAD GROUNDS MECHANIC</b>	4,060
<b>(3) LEAD MECHANIC</b>	8,235