

H-3059

12-10

THIS BOOK DOES  
NOT CIRCULATE

AGREEMENT BETWEEN  
THE METUCHEN BOARD OF EDUCATION  
AND  
METUCHEN CUSTODIAL AND MAINTENANCE ASSOCIATION

July 1, 1971  
through  
June 30, 1972

LAW OFFICES

KZER & McDERMOTT

PROFESSIONAL CORPORATION

INDEPENDENCE PLAZA

100 MORRIS AVENUE

METUCHEN, N.J. 07840

## PREAMBLE

The Board of Education of Metuchen, New Jersey and the Metuchen Custodial and Maintenance Association do hereby agree that Boards 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 and 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.

## ARTICLE II

### BOARD RIGHTS

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 this 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.

ARTICLE III

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, 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 identification of membership in the Association.

#### ARTICLE IV

#### 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, 1971 for the 1972 - 1973 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. A mutually convenient meeting date shall be set within fifteen (15) working days, after the above date, exclusive of official Board - designated holidays or vacations.

(c) All parties have the right to utilize the service of counsel consultants in the deliberations.

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 an impasse is reached during negotiations, or in any event if Agreement is not reached by December 15, the impasse will be resolved in accordance with the rules and regulations of the Public Employment Relations Commission and Chapter 303, Laws of 1968.

(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 first 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) without loss of pay.

ARTICLE V

GRIEVANCE PROCEDURE

Section 1 - Grievance Defined

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

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

(2) 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

- (a) 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
- (b) the Board of Education is without legal authority to act, or
- (c) a complaint of a non-tenure employee which arises by reason of his not being re-employed.

As used in this definition, the term "employee" shall mean also a group of employees having the same grievance, each who 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) days 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) 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) 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 may 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) days from the receipt of said grievance.

(i) If the employee is dissatisfied with the decision or action of the Board, the employee or the Association as his representative may request the appointment of a Fact Finder, such request to be made known to the Business Administrator and Superintendent no later than two (2) weeks after the decision of the Board was made known to the employee.

### Section 3 - Fact Finding

The following procedure will be used to secure the services of a Fact Finder:

(a) A request will be made to the American Arbitration Association to submit a roster of persons qualified to function as a Fact Finder in the dispute in question.

(b) If the parties are unable to determine a mutually satisfactory Fact Finder from the submitted list, they will request the American Arbitration Association to submit a second roster of names.

(c) If the parties are unable to determine a mutually satisfactory Fact Finder from the second submitted list, the American Arbitration Association may be requested by either party to designate a Fact Finder.

Section 4 - Limitations Upon Fact Finder

The Fact Finder shall limit himself to the issue 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, nor can he recommend any action the Board cannot legally take.

Section 5 - Costs

(a) Each party will bear the total cost incurred by themselves.

(b) The fees and expenses of the Fact Finder are the only costs which will be shared by the two parties.

(c) All cost of and expenses incurred by the Fact Finder 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 of their position. Every effort will be made to have fact finding 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 fact finding 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 fact finding 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 fact finding.

#### ARTICLE VI

#### VACATIONS

Employees after one (1) full year of employment shall be entitled to three (3) weeks vacation with pay.

Employees after ten (10) full years of employment, shall be entitled to four (4) weeks of vacation with pay.

#### ARTICLE VII

#### HOLIDAY PAY

Any employee who works on any Board declared holiday, will receive time and one half (1-1/2) for all hours worked on said holiday, in addition to his regular day's pay. Board declared holidays are as follows:

- New Year's Day
- Martin Luther King's Birthday (provided it is a day when school is closed according to school calendar)
- Good Friday
- Easter
- Memorial Day
- July Fourth
- Labor Day
- Thanksgiving Day
- Christmas Day
- Two (2) Floating Holidays (to be selected by the Association and approved by the Business Administrator. These days to be days when school is closed per school calendar)

ARTICLE VIII

SALARY

Section 1

Salaries shall be paid as set forth in Schedule "A" annexed hereto and made a part hereof.

Section 2

Black Seal license pay as shown on Schedule "A" will apply for the duration of this contract.

Section 3

Employees shall be paid at the rate of time and one half (1-1/2) for all work over forty (40) hours per normal week, including Sunday call-back. A normal week begins on Sunday and concludes on the Saturday immediately following the Sunday.

ARTICLE IX

MISCELLANEOUS

Section 1

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 against 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.

#### Section 2

If any provisions of this Agreement are or shall at any time be contrary to law, then such provisions shall not be applicable or performed or enforced, except to the extent permitted by law.

#### Section 3

Both the Board and the Association, by mutual agreement, hereby agree to follow the procedures outlined in this Agreement and to use no other channel to resolve any question or proposal until the procedures within this Agreement are fully exhausted. If another channel is utilized, the parties agree that the procedure established by this Agreement will be automatically declared inoperative in this specific situation.

#### Section 4

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 5

It is understood by all parties that the Association expressly agrees that negotiations will be conducted without the use of pressure tactics or any practice generally defined within the term, "sanctions", and to this end, the parties agree that during the period of negotiations, such period to be construed not to

end until one or the other of the parties fails to accept the recommendations of the Fact Finder if one is used, the only publicity accorded the negotiations by the parties will consist of a joint press release or, in the event the parties are unable to agree upon wording, a joint press release stating that "No Progress Has Been Made".

#### Section 6

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

#### Section 7

Sick leave pay per year will be granted for ten (10) days.

#### Section 8

Transfer policy as set forth in Board policy No. 4218 will apply.

#### Section 9

Urgent personal business leave days as set forth in Board policy No. 4152 will apply, provided a reason acceptable to the Business Administrator is given.

#### Section 10

Flag raising on Memorial Day is no longer required.

#### Section 11

Each employee is entitled to see his Personal Evaluation Report which he will sign and upon request will be given a copy.

Section 12

Each Custodian and Maintenance man will receive two (2) winter and two (2) summer uniforms. Each employee is required to wear and maintain these uniforms. Winter jackets will be furnished to each school as follows:

High School - two (2);

Franklin School - two (2);

And one each for an Elementary School;

Entire Maintenance staff - one (1);

Special Education Driver - one (1);

Section 13

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 14

The Board upon proper individual authorization will deduct Association membership dues in accordance with NJSA 52:14-15.9e.

ARTICLE X

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 XI

DURATION

This Agreement will remain in full force and effect until

June 30, 1972.

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

METUCHEN BOARD OF EDUCATION

By \_\_\_\_\_

METUCHEN CUSTODIAL AND MAINTENANCE ASSOCIATION

By \_\_\_\_\_

SCHEDULE "A"  
CUSTODIAL SALARY GUIDE

1971-1972

<u>Year of Service</u>	<u>Amount</u>
1st	\$5,950
2nd	6,150
3rd	6,350
4th	6,550
5th	6,750
6th	6,950
7th	7,150
8th	7,350
9th	7,550
10th or more	7,850
Head Custodian High School	700 additional
Night Custodian in Charge - High School	400 additional
Head Custodian Franklin	700 additional
Night Custodian in Charge-Franklin School	300 additional
Head Custodian(s)-Elementary Schools	300 additional
Black Seal Boiler License	100 additional

The salary for the maintenance men have been determined on an individual basis predicated upon merit and longevity.

The salary progression listed under Custodial Salary Guide above are not automatic and may be withheld by the Board for inefficiency or other good cause.