

A G R E E M E N T
BETWEEN
THE BOARD OF EDUCATION
OF THE
TOWNSHIP OF MAPLE SHADE
AND THE
MAPLE SHADE
CUSTODIAN AND MAINTENANCE ASSOCIATION

This agreement is made and entered into this first day of July, 2010 by and between the Board of Education of the Township of Maple Shade, New Jersey, hereinafter referred to as the "Board" and the Maple Shade Custodian and Maintenance Association, hereinafter referred to as the "Association."

July 1, 2010 to June 30, 2013

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Agreement Between the Board of Education of the Township of Maple Shade and the
Maple Shade Custodian and Maintenance Association

The Board of Education of the Township of Maple Shade, County of Burlington, State of New Jersey, hereinafter referred to as the Board, and the Maple Shade Custodian and Maintenance Association, hereinafter referred to as the Association, agree as follows:

**ARTICLE I
RECOGNITION**

A. Unit

The board hereby recognizes the association as the majority representative, designated or selected by the majority of the following full-time personnel, under contract with the board, with all the exclusive rights granted the association by the laws of the State of New Jersey, for the purposes of collective negotiations concerning the terms and conditions of employment, including:

Custodians, including shift foremen and utility maintenance worker/ foreman
building custodians, custodians, maintenance

but excluding:

Supervisor or Director, Buildings and Grounds Supervisors as defined in the act
Matrons Part-time or temporary personnel
Substitutes

Definition of Employee

Unless otherwise indicated, the term "employee," when used hereafter in this agreement shall refer to all personnel named and included in the negotiating unit as above defined.

C. Administrative and Supervisory Responsibility

It is recognized by both parties that shift foremen, building custodians, and the head maintenance custodian have certain administrative and supervisory responsibility and authority. It is agreed that membership in the bargaining unit shall not relieve such personnel from responsibility for the performance of such administrative and supervisory functions, nor shall the association, or its members, by virtue of the membership of such personnel in the bargaining unit, use coercion, intimidation or other means to prevent or deter such personnel from the proper performance of their administrative and supervisory functions.

**ARTICLE II
NEGOTIATIONS PROCEDURES AND
UNDERSTANDINGS**

A. Negotiation of Successor Agreement

In accordance with the mandates of P.E.R.C., the parties agree to enter into collective negotiations over a successor agreement in accordance with R.S. 34:13A-1 et seq. and the procedures set forth herein in a good faith effort to reach agreement on all matters raised by either party concerning the terms and conditions of employment of employees in the negotiations unit. In the same manner, the association agrees to submit to the board its proposals for the successor Agreement.

Any agreement so negotiated shall apply to all members of the negotiating unit and shall be reduced to writing and signed by the appropriate officers of each party.

B. Negotiations During Term of this Agreement

This agreement incorporates the entire understandings of the parties on all matters which were or could have been the subject of negotiations. During the term of this agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this agreement.

C. Modification

This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

D. Board Rights and Responsibilities

Except as limited by the specific and express terms of this agreement, the board retains and reserves all powers, rights, authority, duties and responsibilities conferred upon it by the laws and the Constitution of the State of New Jersey and of the United States, including all decisional law, and rules and regulations of the Commissioner of Education and the State Board of Education, including, but not limited to, the determination and administration of policies, rules and regulations for the operation and management of the schools and the direction of its employees, including but not limited to the right to hire, assign, discipline, suspend, transfer, discharge, demote or promote.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "grievance" is a claim by an employee or employees that, as to him/her or them, there has been a violation, misinterpretation, or misapplication of this agreement, a policy, or an administrative rule or regulation.

The following items are not subject to arbitration: (a) The failure or refusal of the board to renew a contract of an employee; (b) matters where a method of review is prescribed by law or by any rule or regulation of the Commissioner of Education or the State Board of Education; (c) matters where the board is without authority to act; and, (d) matters involving the sole and unlimited discretion of the board, except as limited by the specific and express terms of this agreement.

2. Employee

The term "employee" shall mean regularly employed personnel represented by the association in the negotiating unit as defined in Article I.

3. Immediate Superior

The term "immediate superior" shall mean the person to whom the employee is directly responsible under the tables of organization in the district or that person possessing a degree of administrative authority next in rank above any employee.

4. Representative

The term "representative" shall include any organization or person authorized or designated by an employee or employees, or by the board, to act on his/her or their behalf and to represent him or them in the grievance procedure.

5. Parts or Party in Interest

The term "party" or "party in interest" is the person or persons making the complaint and any person or persons who might be required to take action or against whom action might be taken in order to resolve the grievance.

6. Reviewing Authority

The term "reviewing authority" shall mean any person or persons given the responsibility and authority to hear, review and act upon a grievance.

B. Purpose

The primary purpose of the procedure set forth herein is to secure, at the lowest level possible, an equitable solution to the grievance of an employee. The board and association agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of such procedure.

C. Procedure

1. Time Limits

a. The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

b. A grievance, to be considered under this procedure, must be initiated by the employee within twelve working days of the event or events leading to the complaint.

c. Failure at any step to communicate the decision on a grievance within the specified time limit shall permit the employee to proceed to the next step.

d. Failure by the employee at any step to appeal the grievance to the next step within the specified time limit will indicate that the grievance has been satisfied and abandoned.

2. Representation

a. In the presentation of a grievance, the employee shall have the right to present his/her own appeal without intervention of the association or to designate a representative to appear with him/her at any step in his appeal.

b. The reviewing authorities may designate a representative to participate at any step of the procedure and may require such persons to appear as may be deemed necessary to ascertain the facts .

c. A minority organization shall not have the right to present or process a grievance.

3. Meetings and Hearings

It shall be the general practice of all parties to process grievances during times when they do not interfere with assigned duties.

4. Continuation of Service

It is understood and agreed that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all duties, assignments, policies, rules and regulations.

5. Presentation of Facts and Evidence

It is understood that the reviewing authorities cannot perform their functions properly unless all facts and evidence pertinent to a grievance are presented. If the employee submits new facts or evidence at any step above step two in the procedure, the grievance shall be remanded to the next lower level for further review and decision.

6. Penalties and reprisals

a. An employee and his representatives are assured of freedom from penalty or reprisal by the board and any member of the administration by reason of his presentation of a grievance.

b. Any member of the administration and the board is assured of freedom from penalty or reprisal by an employee or employees, a representative, and the association by reason of his decision upon a grievance.

D. Filing a Grievance

1. Step One - Supervisor

A custodian who has a grievance shall discuss it first with the Supervisor of Buildings and Grounds in an attempt to resolve the matter informally. A maintenance worker shall discuss it first with the Supervisor of Buildings and Grounds. They shall give prompt attention to the complaint and shall render a decision within five working days after presentation of the complaint.

2. Step Two - School Business Administrator

a. Discussion

If the grievance is not resolved to the employee's satisfaction, he/she may, no later than five working days following receipt of the above decision, appeal to the school business administrator for informal discussion of the grievance. The school business administrator shall give prompt attention to the complaint and shall notify the employee of his/her decision within five working days following the employee's appeal.

If the employee chooses, he/she may eliminate this step and proceed immediately to Step 2(b), in which case, he/she shall no later than five working days after receipt of the decision in Step 1, set forth his/her grievance in writing as provided in Step 2(b).

b. If the employee is dissatisfied with the decision after informal discussion, he/she may, no later than five working days after receipt of such decision, set forth his grievance in writing to the school business administrator specifying: (a) his or her name and date of filing; (b) the specific policy, rule, regulation or section of this agreement which has been violated, misinterpreted, or misapplied; (c) the event, events; or action

which led to the grievance; (d) the date of occurrence; (e) the person or persons allegedly responsible for such grievance; (f) the names of any witnesses; (g) the basis for his or her dissatisfaction with the decisions rendered; and (h) the remedy or redress sought.

The school business administrator shall communicate his/her decision to the employee in writing within five working days of receipt of the written grievance.

3. Step Three - Superintendent

The employee, no later than five working days after receipt of the school business administrator's decision, may appeal the decision to the superintendent. The appeal to the superintendent must be made in writing, reciting the facts and evidence submitted to the school business administrator as specified above and his or her dissatisfaction with decisions previously rendered. The superintendent shall attempt to resolve the grievance as promptly as possible but within a period not to exceed ten working days, unless a different period is mutually agreed upon. The superintendent shall communicate his decision in writing to the employee and school business administrator.

4. Step Four - Board of Education

If the grievance is not resolved to the employee's satisfaction, he/she, no later than five working days after receipt of the superintendent's decision, may request a review by the board of education. The request shall be submitted in writing through the superintendent, who shall attach all related papers and forward the request to the board of education. The board, or a committee thereof, shall review the grievance, and may, at its option, hold a hearing with the employee, and shall render a decision in writing within thirty calendar days of receipt of the grievance by the board or of the date of hearing, whichever comes later.

5. Step Five - Arbitration

In the event the employee is dissatisfied with the determination of the board, he/she may request in writing, not later than five working days after receipt of the board's decision, that the association submit his/her grievance to arbitration. If the association determines that the grievance is meritorious, it may submit the grievance to arbitration by written notice to the superintendent no later than fifteen working days after receipt of the employee's request.

Within ten working days after such written notice of submission to arbitration, the board and association shall agree upon an arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties will then be bound by the rules and procedures of the Public Employment Relations Commission in the selection.

The arbitrator so selected shall confer with representatives of the board and the association, hold hearings promptly, and shall issue his/her decision not later than thirty days from the date of the close of hearing, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be submitted to the board and association in writing and shall set forth his/her findings of fact, reasoning and conclusions of the issues submitted.

The arbitrator shall be without power or authority to make any decision contrary to, inconsistent with, or which alters, modifies, adds to, or subtracts from the provisions of this agreement or of applicable laws or rules and regulations having the force of law, or any decision which usurps the functions of the board or the proper exercise of its judgment and discretion under law and this agreement. His authority shall be limited to deciding whether there has been a violation of a specific article and section of this agreement, a board policy, or administrative rule or regulation.

The decision of the arbitrator, if within the scope of his/her authority as above set forth, shall be final and binding on both parties.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the board and the association. Other expenses incurred shall be paid by the party incurring the same.

E. Modification of Procedure for Maintenance

Custodians

If the grievance of a maintenance custodian arises out of an action of an administrator in any of the schools, the maintenance custodian will lodge his/her grievance with the school principal and proceed as outlined in Article III (D).

Under circumstances other than those above, a maintenance custodian will follow the procedure and timetable outlined in Article III (D), except that his/her grievance at the first two steps will be lodged as follows:

- Step 1 - Discussion with the supervisor of buildings and grounds.
- Step 2 Discussion with school business administrator

Following these two steps, appeal will be made as in Article III (D).

ARTICLE IV EMPLOYEE'S RIGHTS AND PRIVILEGES

A. Pursuant to R.S. 34:13A-1 et seq., employees shall have, and shall be protected in the exercise of the right, freely and without fear of penalty or reprisal, to form, join and assist any employee organization or to refrain from any such activity.

B. Nothing herein shall be construed to prevent any official from meeting with an employee organization other than the association for the purpose of hearing the views and request of its members so long as: (a) the association representative is informed of the meeting; (b) any changes or modifications in terms and conditions of employment are made only through negotiations with the association; and (c) a minority organization shall not present or process grievances.

C. The association, as majority representative, shall be entitled to act for and to negotiate agreements covering all employees in the unit and shall be responsible for representing the interest of all such employees without discrimination and without regard to employees' organization membership.

ARTICLE V WORK SCHEDULES

A. Work Day

The normal work day shall be eight hours, inclusive of a thirty minute lunch period, for all employees. Head custodians shall remain in their assigned building during the entire work day and shall be on call at all times.

During school vacation periods, the normal work day for all employees working the first shift shall be eight hours, exclusive of a thirty minute lunch period. Any employees assigned to other shifts shall work a normal work day as specified above.

B. Work Week

Forty hours shall constitute a normal work week in any calendar week. The normal work day and work week will consist of two shifts:

First Shift -6:00 a.m. to 2:00 p.m.
Second Shift - 2:00 p.m. to 10:00 p.m.

The board, at its discretion, may assign all personnel to the first shift during school vacation periods and may alter the starting time for any shift, or any employee or group of employees assigned to a shift, up to one hour, but nothing herein shall prevent the board from further modifying the hours of a shift for any employee with the mutual agreement of the board and the employee.

If, in the judgment of the board, there is need to change an employee's shift, a suitable volunteer will first be sought. If there is no suitable volunteer, the board may assign an employee to a different shift by giving one week's notice of such change of assignment.

The normal work week is Monday through Friday. At the board's discretion the first shift may start at 6:00 a.m.

C. Work Year

The work year shall be the period from July 1 of one calendar year to the subsequent June 30.

D. Rest Periods

Employees shall be entitled to a ten minute rest period in each four hour work period, the time for each to be designated by the immediate superior. The employee may be recalled to duty at any time during such rest period if the circumstances require it.

E. Overtime Pay

Overtime pay shall be paid at the rate of 1 1/2 times the employee's regular hourly rate of pay for all hours worked over forty in any work week. Double time shall be paid for overtime during holidays. A paid leave of absence shall be included as part of the forty hour work week. For an employee whose pay is based upon an annual salary, the regular hourly rate of pay will be determined by dividing the annual salary by 2,080.

Overtime will be worked only when necessary, and all employees must work overtime when requested to do so. The administration, however, has the right to call in employees other than association members if it so desires.

If an employee is required to work more than eight hours on any work day, the board may, with the agreement of the employee, grant compensatory time in lieu of overtime pay. Such compensatory time will be at the rate of 1 1/2 times the number of hours worked over eight hours. Compensatory time not taken prior to June 30 will be paid to the employee at the rate in effect when the time was earned.

F. Holiday Schedule

The board approves the following calendar of holidays:

Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Holiday (two days)
Christmas Eve
Christmas Day
New Year's Eve
New Year's Day
Washington's Birthday

Good Friday
Easter Monday
Memorial Day
Martin Luther King

If the school is in session on any of these days, then the board is required to grant a replacement holiday. If Christmas Eve, Christmas Day, New Year's Eve, New Year's Day or Independence Day falls on a Saturday or Sunday, a compensatory day will be provided.

G. Holiday Pay

Each full-time regular employee must work the scheduled work day before and the scheduled work day after a holiday to be paid for the holiday. If an employee is absent the day before or the day after a holiday, he must produce a medical certificate in order to be paid for the holiday.

H. Vacations

1. Each full-time regular employee, who on July 1 of each year, has completed six months or more of continuous service with the board since his last day of employment, will be entitled to vacation with pay in accordance with the following schedule:

<u>Completion of Continuous Service of:</u>	<u>Vacation Period</u>
After 1 st year	5 working days
2 years to 4 years &	10 working days
5 years to 14 years	15 working days
15 or more years	20 working days

When the date of employment is on or before the 16th of the month, said month will be considered as a full month of service for vacation purposes.

2. Vacation leave will be approved with due consideration of the needs of the school district. Vacations must normally be taken during the months of June (after the close of school), July or August. A vacation leave of one week will be granted to no more than five custodial employees during the time that school is in session. All employees, between April 15 and May 15, shall submit their vacation requests for the coming year on a form provided by the board.

3. All vacation dates must have the approval of his/her designated representative.

4. If there is a conflict in choice of vacation dates by employees, preference will be given to employees in order of seniority.

5. The board shall have the option of closing its schools for vacation, or having the majority of its employees on vacation at a specified time. If such action is taken, the board will notify employees of such vacation period no later than May 1.

6. Employees must take their vacation each year within twelve months from the eligibility date (July 1). Three vacation days may be carried over.

7. Employees who resign their position with the board after completion of one or more years of continuous employment and give the required prior notice of termination, or employees who are terminated by the board due to a reduction in force after such period of service, will receive earned vacation not received, based upon the number of months worked from July 1 to the date of termination.

8. Pay checks will be given to an employee on the last working day prior to vacation provided the pay check is available. Employees must advise the business administrator one week in advance of their desire to receive checks prior to the vacation period.

9. Substitutes will be given credit for vacation time if they have worked six months continuously immediately preceding offer of contract.

10. Substitutes will not be provided to cover vacation days. Additional work shall be shared by shift staff.

ARTICLE VI EMPLOYMENT PROCEDURES

A. Seniority

Seniority is defined as an employee's length of continuous service as a full-time regular employee in the school district since the last date he/she began employment with the board.

B. Reduction in Force

The Association shall be notified as soon as possible before any reduction in force is made.

In the event of a reduction in force, the reduction will be made with consideration for job performance, requirements and evaluation. Where the above are relatively equal, seniority shall be the most significant factor for retention. The affected employee shall be given at least two weeks notice of the termination of his employment.

Whenever employment is terminated due to reduction in force, the employee will be placed on a preferred eligible list for re-employment when a vacancy occurs for which he is qualified, and will remain on such list for a period of one year, at which time his

name will be removed. If more than one name appears on the list, the board will offer re-employment with consideration for job performance, requirements and evaluation. Where these factors are relatively equal, seniority shall be the most significant recall factor.

C. Notice of Offer of Re-employment After Reduction in Force

Notice of an offer to re-employ a person on the preferred eligible list shall be sent by certified mail, return receipt requested, to the person's last address appearing on the records of the school district. If he/she fails to reply within one week, or indicates that he/she does not desire re-employment, or fails to report to work at the specified time after indicating acceptance of re-employment, his/her name will be removed immediately from the preferred eligible list.

D. Adjustment to Salary Schedule

Any employee employed prior to February 1 of any work year shall be given full credit for one year of service toward the next increment step on the salary guide for the following work year. Employees who are employed after February 1 shall continue on the same step of the salary guide for the next work year.

E. Resignation

An employee who is resigning from his/her position shall give notice to the board in writing, such notice to be a minimum of two weeks.

F. Termination

Whenever employment is being terminated, the board shall give the employee notice in writing. Termination shall be immediate unless otherwise determined by the Board of Education.

G. Transfer, Assignment and Promotion

The parties recognize that the assignment, transfer and promotion of personnel is a management function vested by law exclusively in the board, and that nothing in this agreement should be construed to derogate from the power and responsibility of the board in regard to such matters. In order to assist the board in performing this function, as well as to make available as many opportunities as possible for voluntary transfers and promotions within the school system, the parties agree to the procedural provisions hereinafter set forth.

1. Definition of Transfer

A transfer is defined as a change of building or change of shift.

2. Definition of Promotion

A promotion is defined as appointment to a position with supervisory responsibility, or a position with a salary differential other than through a change of shift.

3. Notification of Vacancies

Employees shall be informed of vacancies in custodial or maintenance positions by posting notice in each school in a designated location selected by the school principal, and by notice to the association president.

4. Requests for Transfer

a. A request for transfer to fill an existing vacancy shall be made to the superintendent or his/her designated representative within the time limit specified in the notice of vacancy.

b. A request for transfer may be made at any time even though no vacancy exists. Such request shall be made in writing to the superintendent or his/her designated representative specifying the transfer desire. Such request shall represent consent to the transfer and may be acted upon without further consultation with the employee.

c. The superintendent or his/her designated representative will give consideration to the preference expressed by the employee but may deny transfer if, in his/her opinion, such transfer is not in the best interest of the school district.

d. Requests for transfer will be kept on file until the subsequent July 1 after which the employee must renew his/her request.

5. Involuntary Transfers

The parties recognize that to meet staffing needs of the school district it is sometime necessary to transfer an employee involuntarily. Unless required by emergency staffing problems such transfers shall be effectuated initially on a voluntary basis and thereafter the board may assign in accordance with seniority, provided the person to be transferred is capable of performing the duties of the new assignment.

6. Application for Promotion

Application for promotion may be filed in writing with the superintendent or his/her designated representative, at any time; or, if notice of vacancy has been given, within the time limit specified in such notice. The application shall outline the specific training, experience, and qualifications of the employee for the position to which he/she aspires. Such application will be kept on file until the subsequent July 1 after which the employee must renew his/her application.

7. Consideration for Promotion

The board, through the superintendent, will consider all qualified applicants from within or outside the district. However, before selecting an applicant from outside the school system, the superintendent or his/her designate will grant a personal interview to qualified applicants currently employed, and will give preference to those within the school system who are considered to be of equal or outstanding capability and experience to that of the outside candidate. Provided the procedure outlined herein has been followed, the board's failure to promote shall not be subject to arbitration.

8. Continuation of Employment

If an employee is not first verbally warned of deficiencies in his/her job performance, followed by a letter of discipline specifying the areas needing improvement, allowed thirty calendar days for improving upon his/her work performance, then he/she shall automatically be entitled to continuation of his/her employment and a subsequent contract offer. An employee shall be notified in writing of each inspection made during said thirty day period, giving the date and time of inspection and any deficiencies noted. This paragraph is not meant to preclude immediate suspension without pay or discharge for serious infractions or recurrence of deficiencies previously the subject of a warning and a 30 day suspension notice within a six month period. An employee shall be automatically discharged should they receive a second suspension notice within six months. Serious infractions to be determined by the Superintendent.

H. Black Seal License

All employees are given 18 months to obtain a Black Seal License. During the time prior to receiving their license, they will be paid \$2,000 less that their placement on the guide. It is understood that the employee will be terminated for failure to obtain the license within the 18 months.

The Board of Education will reimburse employee for the cost of renewal of the black seal license.

All employees possessing a Black Seal license shall have \$150.00 per year added to their total salary.

I. Safety Equipment

Employees shall be provided safety equipment in the form of goggles and gloves for work in areas requiring these items. Employees shall sign a form at the time of issue of the equipment and will be responsible for the proper care of the equipment.

J. Safety Shoes

The maintenance crew and custodians will be given a \$55 reimbursement per year toward the purchase of safety shoes. A receipt must be presented.

K. Uniforms

Uniforms shall be worn at all times. The Board will provide each employee with five (5) sets. Uniforms shall be laundered at the expense of the employee. The Board shall replace uniforms at no cost to the employee for normal wear and tear. The employee is responsible to replace uniforms for damage caused by carelessness or sudden change in size. Shorts shall be permitted during the summer season, however, employees must be prudent to wear protective coverings when conditions warrant.

L. Jackets: The Board of Education will contribute up to \$50 annually for purchase of a jacket, either winter or spring. The jacket to be selected by the school administration.

**ARTICLE VII
SICK LEAVE**

A. Sick Leave

1. Definition

Sick leave is defined as the absence of an employee from his/her post of duty because of personal disability due to illness or injury or because he/she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his/her immediate household.

2. Sick Leave Allowance

All employees covered under this agreement shall be allowed sick leave with full pay for a period of twelve work days in any work year. Such sick leave allowance will be credited to the employee on the first day of each work year.

3. Accumulation of Sick Leave

If any employee required in any work year less than twelve days of sick leave, all days of sick leave not utilized shall be accumulative to be used for additional sick leave as needed in subsequent work years. Three personal days can be converted to sick days if unused.

4. Physician's Certificate

An employee claiming sick leave may be required by the superintendent to submit a physician's certificate in order to obtain sick leave.

B. Serious Family Illness - Immediate Family

1. All members of the unit who are steadily employed by the board shall be allowed four (4) days leave with full pay at the discretion of the superintendent in any school year for serious illness or injury of a member of the immediate family.

2. Immediate family is defined to include: Spouse, dependent children or any member of the immediate household.

3. Unused days shall not be accumulated for use in another school year.

4. Physician's Certificate

An employee claiming serious family illness leave may be required by the superintendent to submit a physician's certificate in order to obtain the leave.

C. Maternity Leave

Child Care Leave

A leave of absence without pay for up to twelve months will be allowed for the purpose of caring for a new child, natural born or adopted. The employee requesting said leave will give sixty (60) days notice prior to the date the leave is expected to begin. The application for the leave shall also state the planned termination date of the leave.

Upon return from the leave, employees who worked the equivalent of at least seven full calendar months in the year in which the leave commenced shall receive credit for movement on the guide for that year. Employees working less than the equivalent of seven full months shall be placed on the guide at the same step they were on when the leave commenced.

During the leave, employees shall receive only those benefits required by law. Upon return from the leave, they shall have their sick leave and seniority restored, but the period of the leave shall not be counted when calculating the employee's seniority.

**ARTICLE VIII
TEMPORARY LEAVES OF ABSENCE**

A. Personal Business Leave

1. Purpose

The purpose of this leave is to relieve the employee of financial hardship in situations over which he/she has little or no control. Personal days are intended for such things as religious days, legal commitments or other emergency type needs. They are not intended to extend vacation.

2. Definition

Personal business means an activity that requires the employee's presence during the working day and is of such nature that it cannot be attended to at a time other than during scheduled working hours.

3. Allowance

An employee shall have an allowance of up to three days for personal business for the duration of this agreement. Unused days shall not be accumulative for use in another work year. Three personal days will be converted to sick days if unused.

4. Application

Application for leave for personal business shall be made to the superintendent or his/her designated representative in writing at least five days in advance, except in the event of an emergency when a shorter notice may be acceptable. The application must contain the reasons for the leave.

5. Exclusions

Personal business leave will not be granted on a day prior to or immediately following a holiday or vacation period nor during the first and last week of school except under emergency conditions.

B. Bereavement

An employee shall be allowed up to five days leave with pay in the event of death of a member of the immediate household. This shall also include mother, father or child even though they may not live in the immediate household.

Up to three days leave shall be allowed in the event of death of a member of the immediate family. Immediate family is defined to include: sister, brother, father-in-law, mother-in-law, grandparents, grandchildren and sole dependents.

One bereavement day shall be allowed for the event of death of aunt, uncle, niece nephew.

C. Jury Duty

An employee who is summoned for service as a grand juror or petit juror in any court of the state or in the United States District Court of New Jersey will be excused from his/her employment on all days that he/she is required to be present in court in response to the summons for jury service. The employee will receive his/her usual compensation for each day he/she is excused for jury service less the amount of per diem fee for each day of such service as shown on a statement issued to the juror by the court officer making payment of juror fees.

An employee, upon being summoned, shall give prompt notice to the superintendent in writing so as to provide opportunity to request the employee be excused if deemed necessary by the superintendent, in which case the employee shall also request that he/she be excused from service.

D. Professional Training

Attendance is required at the all district professional training for custodians and maintenance workers. No vacation or personal leave will be approved. A minimum 30 days notice will be given to each employee.

E. FFMLA/NFMLA

Additional leaves under NJFMLA and FFMLA Acts may be taken according to the provisions of the Acts.

ARTICLE IX INSURANCE BENEFITS

A. Health Care Coverage

All employees eligible for and choosing to be provided with family health insurance benefits through the Maple Shade Township Board of Education shall be enrolled in the School Employees Health Benefits Plan (SEHBP).

Eligible employees shall be entitled to choose any of the following family medical insurance options: Direct 10; AETNA HMO; CIGNA HMO plans available under the SEHBP. Employees shall be required to make a contribution of 1.5% as required by state law of their annual salary toward their health care coverage.

B. Prescription Plan

Family prescription drug coverage shall be provided through the SEHBP employee prescription drug plan as separate free-standing prescription plan with coverage at the co-pays established by the SEHBP Prescription plan.

C. Dental Coverage

Beginning on July 1, 1988 the unit members will have the option to selected two party or full family option NJDP I -100/70/50 with no deductible. The carrier to be selected by the Board in consultation with the Association . Basic coverage and ortho limits shall be increased to \$1,750. New employees shall be offered the “preferred” Delta Dental plan basic coverage. Employees may enroll in the Premier or Advantage as their plans through payroll deduction.

D. Waivers

1. Employees may elect to waive their prescription, medical and dental coverage and receive a payment in lieu of coverage. Alternate coverage must be documented for the medical waiver.

2. Any employee who elects not to take such coverage may re-enroll at times permitted by the carrier. Waivers will be pro-rated in such cases.

3. If an employee has waived such coverage, he/she shall be paid in accordance with State law. If the law no longer applies this item for waiver reimbursement will be renegotiated. The payment shall be made half in December and in June.

4. If an employee has waived coverage and dies during the year, a prorated payment shall be made to his/her estate based upon the time elapsed in the premium year.

E. Disability

The Board agrees to a \$200 allowance for disability insurance.

F. Vehicular Property Damage Fund

Establish a vehicular property damage fund. The Board and Association shall contribute \$500 each claim shall not exceed \$200. The committee will consist of two members from the Board and two members from the Association.

ARTICLE X

MISCELLANEOUS PROVISIONS

A. Nondiscrimination

The board and the association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this agreement on the basis of race, creed, color, religion, national origin, sex or marital status.

B. Board Policy

This agreement constitutes board policy for the term of said agreement, and the board shall carry out the commitments contained herein and give them full force and effect as board policy.

C. Separability

If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

D. Compliance Between Individual Contract and Master Agreement

Any individual contract between the board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this agreement, this agreement, during its duration, shall be controlling.

E. Printing Agreement

Copies of this agreement will be duplicated at the expense of the board after agreement with the association within thirty days after the agreement is signed. The agreement shall be presented to all employees in the negotiating unit, now employed or hereafter employed.

F. Just Cause

No employees shall be disciplined without just cause. The Board retains the right to discipline or discharge an employee during the term of his employment contract when in the judgment of the Board the employee's performance attendance, or attitude negatively affect his ability to perform his assigned tasks.

Discipline may include but is not limited to oral and written reprimands, fines, increment withholdings, suspensions without pay, and mid-contract discharges. Under no

circumstances shall this article be construed as granting the right to arbitration on non-renewal of contract, which remains a managerial prerogative.

Discipline shall be applied in a non-discriminatory fashion, and shall be subject to the grievance procedure. The discipline to be imposed shall be determined on a case by case basis, and shall take into account the nature of the offense, the number of previous offenses of any kind, the length of service of the employee, the general employment record of the employee, and any mitigating circumstances.

G. Strikes

During the term of this agreement neither the association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in, any strike (i.e., the concerted failure to report to duty, or willful absence of an employee from his/her position, or stoppage of work or abstinence in whole or in part from the full faithful and proper performance of the employee's duties) for any purpose whatsoever. Any employee or employee's so participating shall be subject to disciplinary action, including dismissal.

H. Definitions

Class I

Class I custodians include the head person on the day shift in the high school.

Class II

A Class II custodian includes the head person on the day shift at the elementary schools, the second person on the day shift at the high school and the night shift foreman at the high school. As a Class II custodian, the second person at the high school assumes the duties of the head custodian in his/her absence and performs maintenance tasks beyond the scope of a regular custodian.

Class III

A Class III custodian includes all other assignments.

I. Direct Deposit

Direct deposit is available by completing the required authorization form.

ARTICLE XI SALARIES

A. Salary Guide

Salary shall be 3% for 2010-11; 2.5% for 2011-12; 2.5% for 2012-13.

The salary guide for employees covered under this agreement is set forth in such guide is for full-time employment for a full work year.

B. Interpretation and Implementation

In the interpretation and implementation of the salary guide:

1. Full-time employment shall mean employment for the normal work week as defined in Article V (B).
2. The full work year shall be as defined in Article V (C).
3. The board may withhold, for inefficiency or other good cause, the experiential salary increment, any adjustment increment, or any increase in salary due to change in the basic salary guide.
4. The board may, solely at its discretion, grant credit for similar or related experience to newly appointed personnel for placement on the salary guide.
5. When an employee is promoted from a custodial to a maintenance classification, the board shall determine the guide step at which the employee will be placed in his/her new class or grade, but placement on the guide shall not be such as to constitute a reduction in pay. When an employee is promoted from Class III custodian to Class II or Class I, or from Class II custodian to Class I, he/she shall remain on the same step of the guide.

C. Work in a Higher Pay Categories

An employee who is assigned to work in a higher pay category will automatically be compensated at the rate of pay in existence for the higher category after the second day of consecutive employment in the category.

D. Severance Pay upon Retirement

An employee, upon retirement at age 62 or older with a minimum of five years of continuous service, will be granted severance pay of \$200. An employee, upon retirement at age 62 or older with a minimum of ten years of continuous service, will be granted severance pay of \$300. An employee, upon retirement at age 62 or older with a minimum of fifteen years of continuous service, will be granted severance pay of \$500.

E. Sick Leave "BUY Back"

1. An employee, upon retirement at age 62 or older, with a minimum of twelve years in the school district, will be granted \$40 per day up to a maximum allowable reimbursement of \$4000 or 100 days. Payment shall be made to the employee in the fiscal year following the fiscal year in which the employee is not working.

Example: Retire June, 2010
Do not work 2010-11
Payment July, 2012

F. Longevity

\$200 after ten years of continuous service in the MSCMA

G. Emergency Calls

Employee will be guaranteed a minimum of two hours of overtime (3 hours of straight time) when called back for emergency calls. This does not apply to extension of normal work day.

**ARTICLE XII
DURATION OF AGREEMENT**

This agreement shall be effective July 1, 2010 and shall continue in force and effect until June 30, 2013.

In witness whereof the association has caused this agreement to be signed by its president, attested by its secretary, and its corporate seal to be placed hereon, all on the day and year first above written.

FOR THE MAPLE SHADE CUSTODIAN AND MAINTENANCE ASSOCIATION:

President

Secretary

FOR THE BOARD OF EDUCATION

President

Secretary

DATED _____

**SCHEDULE A
SALARY GUIDE**

1. A shift differential of \$150 annually shall be paid for the second shift.
2. A differential of \$500 annually above Class I guide shall be paid to the high school custodian.
3. All Class II custodians shall receive \$200 above the schedule as added compensation.
4. Employees possessing a Black Seal License shall have \$150 added to their total salary.
5. Maintenance Foreman Differential
\$2700
6. Elementary school head custodian will receive an additional differential of \$100. When a vacancy exists in the head custodian position at the High School the differential will become \$275.

7. All employees will remain on the same step as they are in the 2009-10 year through the life of this agreement.

8. A 3% salary increase will be given 2010-11; 2.5% 2011-12; 2.5% 2012-13.