

2-3195

13-27

CONTRACT

between

MARLBORO INSERVICE EMPLOYEES ASSOCIATION

(M.I.E.A.)

(Custodians and Maintenance Workers)

and

MARLBORO TOWNSHIP BOARD OF EDUCATION

(Employer)

1981  
RUTGERS UNIVERSITY

X (1979-80, 1980-81, 1981-82)

PREAMBLE

This Agreement, entered into the 1st day of July , 1979, by and between THE BOARD OF EDUCATION OF THE TOWNSHIP OF MARLBORO, Monmouth County, New Jersey, hereinafter called the "Board", and

MARLBORO INSERVICE EMPLOYEES ASSOCIATION, c/o Asher Holmes School, Morganville, New Jersey, hereinafter called "Employees";

WITNESSETH:

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

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

NOW THEREFORE the parties hereto do agree as follows:

ARTICLE I

RECOGNITION

The Board recognizes M.I.E.A. as the sole and exclusive bargaining agent for the purpose of establishing wages, hours and other conditions of employment for all full-time and regular part-time custodians, mechanics, maintenance personnel, groundsmen and truckdriver/custodians employed by the Marlboro Township Board of Education.

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

## ARTICLE II

### GRIEVANCE PROCEDURE

#### A. Definitions.

1. A "grievance" is a complaint by which an employee or employees in the bargaining unit and his representative may appeal the interpretation, application or violation of policies, agreements, and administrative decisions affecting them, except that the term "grievance" shall not apply to:

- (1) Any matter for which a method of review is prescribed by law or which by law is exclusively within the discretion of the Board.
- (2) Any rule or regulation of the State Department of Education or 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.

#### B. Principles.

1. A grievance to be considered under this procedure shall be presented by the grievant not later than fifteen (15) working days after the occurrence of the grievance, or within fifteen (15) days from the date on which the grievant should reasonably have known of its occurrence. The number of days allotted at each step of the grievance procedure is to be considered as a maximum time limit. Every attempt

should be made to resolve grievances as quickly as possible.

2. A grievant may present and process his grievance personally or through an appropriate representative. In either event, the grievant shall be personally present at all steps of the grievance procedure. Should a grievant want to process his grievance personally or through an appropriate representative of his own choosing he may do so; however, the majority unit shall be so notified and shall have the right to have its own representative present.

3. No reprisals shall be taken by the Board or Administration against any participant because he utilizes the grievance procedure.

4. Should a grievance result from action taken by the Superintendent or the Board, a grievant may present his grievance initially at the fourth step of the grievance procedure.

C. Procedure.

1. STEP ONE:

The employee, with or without his shop steward, shall take up the grievance or dispute with his Immediate Supervisor or his designated representative within fifteen (15) working days of its occurrence or within fifteen (15) working days from the date on which the grievant should reasonably have known of its occurrence.

The Immediate Supervisor should respond to the grievance within three (3) working days of the grievance hearing.

2. STEP TWO:

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

3. STEP THREE:

If the employee is not satisfied with the second step answer, he may within five (5) days, present the grievance to the Board's Business Administrator, who shall promptly schedule a third step hearing. At this hearing, in addition to the Union Steward, the grievant may be represented by the Local Union President.. The Business Administrator shall render his decision within five (5) working days of the grievance hearing.

4. STEP FOUR:

If the employee is not satisfied with the third step answer he may, within five (5) working days, present the grievance to the Board of Education or a Committee thereof, which shall schedule a grievance hearing within fifteen (15) working days of receipt of

the grievance. At this step, the employee may be represented by a representative of the Council in addition to the shop steward and M.I.E.A. President. The Board of Education shall render its decision within five (5) working days of the date of the grievance hearing.

5. STEP FIVE:

- a. In the event the grievant is dissatisfied with the determination of the Board of Education aforesaid, and in the further event that the grievance involves the interpretation or application of this contract, the matter may be submitted to arbitration. A request for arbitration shall be made in writing no later than fifteen (15) working days following the determination of the Board. Failure to request arbitration within said period of time shall constitute an absolute bar to such arbitration unless the Board of Education and the M.I.E.A. shall mutually agree upon a longer time within which to assert such a demand.
- b. The arbitrator shall have no power or authority to add to, subtract from, change or modify any of the terms of this agreement.
- c. Within ten (10) working days after the M.I.E.A. shall have delivered the written request for arbitration,

the Board and the M.I.E.A. 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 New Jersey State Mediation Board. The parties shall, by telephone, alternately strike names from the list with the Board striking first. The single name remaining shall be the arbitrator.

The selection process shall be completed within five (5) working days of receipt of the list.

- d. The arbitrator so selected shall confer with the representatives of the Board and the M.I.E.A. and shall hold hearings promptly, and he shall issue his decision not later than twenty (20) calendar days from the close of hearings, or if oral hearings have been waived, then from the date that the final statements and proofs are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issue submitted. The

decision of the arbitrator shall be submitted to the Board and the Union and shall be advisory only.

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

D. Miscellaneous.

1. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Board and the M.I.E.A. and given appropriate distribution so as to facilitate operation of the grievance procedure.

2. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representative, heretofore referred to in this Article.

3. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

### ARTICLE III

#### SENIORITY

1. The Board shall establish and maintain seniority lists 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. In the event of lay-off the least senior employee shall be the first to be laid off. Employees on lay-off shall be recalled in the reverse order of lay-off, that is, the most senior employee shall be recalled first. All laid-off employees shall be recalled or offered recall, except as provided for in section 3, before any new employees are hired.

2. 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 lists shall be kept up to

date with additions and subtractions as required. A copy of the seniority lists shall be forwarded to the M.I.E.A. every six (6) months.

3. Employees' seniority shall be deemed lost for the following reasons:

- a. Justifiable discharge
- b. Resignation
- c. Layoff for a period of one year.
- d. 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 lay-off.

4. Newly hired employees shall be considered probationary employees during their first ninety (90) days of employment. Any probationary employee may be terminated during this period of time, and such termination shall not be subject to the grievance procedure.

On any transfer from one shift to another or one job classification to another the transferee shall be probationary for sixty (60) days. If the transferee does not, in the judgment of the Board, perform adequately he shall be returned to his former position. This judgment is not subject to the grievance procedure.

ARTICLE IV

VACANCIES

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

The posting shall list the job title, the qualifications, the place where and the time within which application must be made.

## ARTICLE V

### WORK WEEK AND HOURS OF EMPLOYMENT

1. The normal bargaining unit work week shall consist of five (5) consecutive days.

2. The normal bargaining unit work day shall consist of eight (8) consecutive hours interrupted only by an unpaid lunch period of thirty (30) minutes.

3. There shall be two (2) shifts designated (1) day shift and (2) night shift. The day shift is any shift which starts between the hours of 6:00 a.m. (prevailing time) and 9:59 p.m. (prevailing time). The night shift is any shift which starts between 10:00 p.m. (prevailing time) and 5:50 a.m. (prevailing time). An employee who works six (6) hours or more after 10:00 p.m. shall receive the night shift differential for all hours worked on that shift.

4. The Board agrees to pay a shift differential based on a premium of \$0.10 per hour to an employee assigned to the night shift.

5. The Board agrees that in making a transfer of employees from one shift to another it will first request volunteers. In the event there are insufficient volunteers, the shift designation shall be based on seniority. Upon reassignment to a different shift, pay shall be based on the rate applicable to that shift.

6. Notwithstanding anything herein to the contrary during the Board designated summer recess, the Christmas/ Winter recess and the Easter/Spring recess the Board may at its option reassign all employees to the day shift as herein defined. If during any of the periods referred to herein an employee is assigned from a shift carrying a shift differential to one not carrying a shift differential that employee shall continue to receive the differential.

7. Any work performed by an employee in the bargaining unit beyond forty (40) hours in any work week shall be paid for at one and one-half (1-1/2) times that employee's regular rate of pay. If a holiday occurs during a work week the employee shall be given credit for eight (8) hours work on the holiday for purposes of computing overtime. Hours not worked because of time lost due to illness or injury shall be counted as time worked for the purpose of overtime computation if the absence is for one (1) day. Any absence of more than one (1) day shall not be counted as time worked for purposes of overtime unless the absence is supported by a doctor's certificate.

8. (a) Any work performed by an employee in the bargaining unit on a day designated in this agreement as a holiday shall be compensated for such work at two (2) times his regular rate if the employee would have worked forty

(40) hours in that week, giving him credit for eight (8) hours for the holiday. In addition to the pay for hours worked on the holiday, the employee shall receive his holiday pay.

(b) Any work performed by an employee in the bargaining unit on a Sunday shall be paid for such work at two (2) times his regular rate.

9. Any employee who is called in to work hours outside of his regular tour of duty is entitled to receive pay for a minimum of four (4) hours.

10. The normal work week for custodians, maintenance men and mechanics employed as of the date of the execution of this agreement shall be Monday through Friday inclusive. The Board reserves the right to establish for new employees hired after the date of execution of this agreement a work week consisting of Tuesday through Saturday inclusive for maintenance men and mechanics.

11. Where overtime opportunities exist the employer shall first offer the overtime work to employees in the building involved. If not enough such employees accept the overtime opportunity, then the employer may engage anyone to have that work performed.

12. Overtime opportunities will be offered as equally as possible within a given building.

13. On those days when the entire school system is closed on account of inclement weather, all bargaining members shall work from 8:00 a.m. to 4:00 p.m. including a thirty (30) minute lunch period.

ARTICLE VI

HOLIDAYS

A. The Board of Education agrees to grant to all employees within the bargaining unit fourteen (14) holidays. The holidays will be established by the Board and the schedule shall be given to all members of the bargaining unit as soon as the schedule is established.

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

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

ARTICLE VII

LEAVES OF ABSENCE

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

I. SICK LEAVE:

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

2. All employees in the bargaining unit shall be entitled to fourteen (14) sick leave days each school year as of the first official day of said year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

3. Each employee in the bargaining unit shall be given a written accounting of his or her accumulated sick leave days available no later than September 30th of each school year.

4. In case of more than three (3) consecutive days absence, a physician's certificate shall be filed with the Immediate Supervisor in order to be eligible for any

sick leave pay.

5. In order to be eligible for sick leave pay the employee involved shall notify his Immediate Supervisor or the Supervisor of Buildings and Grounds at least two (2) hours prior to the start of his normal tour of duty unless the cause of the absence does not occur until less than two (2) hours. In the latter situation the employee shall give as much notice as is possible under the circumstances.

6. Whenever any employee is absent from his or her post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, he or she shall be paid the full salary or wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. Salary or wage payments shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34 of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any workman's compensation award made for temporary disability. During this period the employee shall not accrue vacation or sick benefits except for a month during which he worked more than half the work days in that month.

7. Nothing contained herein shall limit, prohibit, or otherwise restrain the Board of Education from granting additional sick leave over and above the minimum sick leave defined.

## II. MATERNITY LEAVE:

- (1) The Board shall grant leaves of absence for medical reasons associated with pregnancy and birth to pregnant employees on the same terms and conditions governing leaves of absence for other illness or medical disabilities, as set forth in N.J.S.A. 18A:30-1 et seq and the rules, regulations and policy statements and this agreement.
- (2) It is recognized that an employee's maternity leave application involves both a disability phase and 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 employee which follows the disability phase during which time the employee voluntarily suspends her career to care for the new born child.
  - (a.) Disability Phase. Any tenured or non-tenured employee seeking a leave of absence on the

basis of medical reasons associated with pregnancy or birth shall apply to the Board of Education. At the time of application, which shall be made upon sixty (60) days' notice to the Board, the employee shall specify in writing the date on which she wishes to commence leave and the date on which she wishes to return to work after the birth. The Board shall require any employee to produce a certificate from a physician in support of the requested leave dates. Where medical opinion is supportive of the leave dates requested, such request shall be granted by the Board. It is understood that the disability period as certified jointly by the employee's and Board's physicians may be treated as compensable sick leave time at the option of the employee.

(b.) Child Care Phase. Where the requested leave dates are beyond the period of disability associated with pregnancy and is for child care purposes as defined above, the tenured employee shall be granted, at her discretion, a leave for the balance of the school year in

which the birth occurred. Any further extensions of child care leave shall be discretionary with the Board of Education.

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

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

### III. PERSONAL LEAVE:

- (1) The provisions for personal leave at full pay stated below shall be for one (1) year and unused days shall not be accumulative for use in another year.
- (2) An allowance of up to a total of five (5) consecutive days' leave one of which shall be the day of interment or cremation, shall be granted in case of absence because of death or serious illness in the immediate family. Immediate family shall be considered father, father-in-law, mother, mother-in-law, spouse, child, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-

law, grandparent, grandchild, or any other member of the immediate household. A member of the immediate household shall mean a relative who resides with the employee and who qualifies as a dependent under Internal Revenue Regulations.

- (3) An allowance of up to a total of three (3) days' leave per year shall be granted for personal matters other than above stated. Written requests shall be submitted for approval three (3) days in advance of date requested through their Immediate Supervisor to the Superintendent. The three (3) day notice requirement shall be waived in emergent matters. This allowance with prior approval may be granted for any of the following reasons:
- a) Court Subpoena.
  - b) Marriage of employee or marriage in the immediate family.
  - c) Recognition of a Religious Holiday.
  - d) Personal business which cannot be handled outside of school hours. The application form for leave made pursuant to this subsection shall not require the employee to specify the nature of the personal business but shall simply require the employee to

indicate that the leave is being applied for pursuant to this sub-section.

- e) Any other emergency or urgent reason approved by the Superintendent.
- (4) Personal leave days shall not be granted before or after holiday periods or on the first or last day of school, except in cases of emergency as approved by the Superintendent of Schools.
- (5) All benefits to which a bargaining unit employee was entitled at the time he or she went on a Board-approved leave of absence, including unused accumulated sick leave, shall be restored to him or her upon his or her return.

ARTICLE VIII

VACATIONS

1. The eligibility of any employee for vacation benefits shall be determined as of July 1 of each year.

2. Vacation shall accrue on the basis of one (1) day of paid vacation for each full calendar month worked for the Board of Education up to a maximum of ten (10) vacation days, except as hereinafter provided. Said vacation days must be taken during the period beginning when school closes to the Monday before Labor Day, provided that not more than two (2) men from a building are out at the same time. House A and House B at the Middle School are to be considered separate buildings for the purpose of this paragraph.

3. After an employee has been employed for five (5) full years in the school district, that employee shall be eligible for a three (3) week vacation with pay.

4. After an employee has been employed for ten (10) full years in the school district, that employee shall accumulate one (1) additional vacation day for each full year of employment in excess of ten (10) years, until said employee shall have been employed for fifteen (15) full years in the school district, at which time said employee should be eligible for a four (4) week vacation with pay.

5. An employee who is entitled to three (3) weeks vacation or more may be permitted to take any vacation over two (2) weeks at a time other than specified above, provided the scheduling is arranged with the approval of the Immediate Supervisor. It is specifically understood, however, that no vacation may be scheduled during the Easter or Christmas recess scheduled by the Board of Education.

6. Maintenance men shall have the option of scheduling vacations at times other than July 1 through August 31 provided such other scheduling is approved by the Supervisor of Buildings and Grounds.

7. Where an employee voluntarily terminates employment, the Board of Education shall have the option of giving that employee time off in lieu of cash for accrued vacation time.

8. Vacation time may not be carried forward from one year to the next.

ARTICLE IX

SALARIES

1. Custodians, maintenance and mechanics salary guides shall be in accordance with Schedule A annexed hereto and made a part hereof.

2. In the event a member of the bargaining unit is assigned to a higher paying classification for a minimum period of eight (8) hours, said employee shall be paid at the higher wage rate for such period.

ARTICLE X

BLACK SEAL LICENSE

1. An employee who successfully secures a Black Seal License shall be reimbursed by the Board of Education up to a maximum of \$15.00 for Registration and Test fees of the employee. In addition the Board shall reimburse the employee for the annual renewal fee in the amount of \$3.00.

2. This benefit is applicable only to employees who have made their payments after July 1, 1975.

ARTICLE XI

UNIFORMS

1. The Board of Education shall supply annually to all members of the bargaining unit the following:

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

It shall be understood that the uniform shall be required to be worn by all members of the bargaining unit while they are on duty.

2. In addition to the above the Board shall supply insulated coveralls to grounds and maintenance personnel every two (2) years.

3. Summer coveralls for grounds and maintenance personnel and for mechanics shall be provided annually by the Board.

ARTICLE XII

TUITION

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

ARTICLE XIII

MANAGEMENT RIGHTS

The Marlboro Inservice Employees Association (M.I.E.A.) recognizes the administration rights, duties and authority to manage and control the employees of the Board pursuant to the authority conferred on it by the State of New Jersey, and all applicable local, state and federal laws. The Board retains and reserves all rights of management and control of the employees of the Board not otherwise limited by this Agreement.

ARTICLE XIV

DISCHARGE

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

ARTICLE XV

UNION REPRESENTATIVE

Representatives of the Union who are not employees of the Board of Education shall be allowed on the premises of the Employer to confer with union officers or stewards upon complying with the rules applicable to all visitors for reasonable amounts of time and at reasonable intervals.

The Employer agrees to recognize a maximum of two (2) stewards selected by the Union, each to be from a different shift.

ARTICLE XVI

COMPLETE AGREEMENT AND WAIVER OF BARGAINING

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

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

ARTICLE XVII

DURATION OF AGREEMENT

This Agreement shall become effective as of July 1, 1979, and shall continue in effect until June 30, 1982.

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

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

MARLBORO TOWNSHIP BOARD  
OF EDUCATION

ATTEST:

By WILLIAM J. BOTWINICK, President

JOHN A. DUGAN, Secretary

MARLBORO INSERVICE EMPLOYEES  
ASSOCIATION

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_

SCHEDULE A

SALARY GUIDE

Custodians, Maintenance Men & Mechanics

	<u>1979-80</u>	<u>1980-81</u>	<u>1981-82</u>
Custodian	5.00	5.40	5.90
Groundsman	5.15	5.65	6.15
Maintenance Man	5.75	6.25	6.75
Asst. Mechanic	6.00	6.50	7.00
Mechanic	7.00	7.50	8.00

SIDE BAR AGREEMENT

It is understood and agreed that in the event the Board of Education shall negotiate any of the following benefits in the Teachers Contract at any time up to June 30, 1982, the Board shall confer the same benefit upon the bargaining unit represented by the M.I.E.A.:

Dental Plan

Eye glasses

Pay for accumulated unused sick leave on  
retirement

Health and Prescription Plans

MARLBORO TOWNSHIP BOARD  
OF EDUCATION

ATTEST:

By WILLIAM J. BOTWINICK, President

JOHN A. DUGAN, Secretary

Dated: