

2020-2023

AGREEMENT

Between the

MADISON BOARD OF EDUCATION

And the

N.J.E.A. FACILITIES STAFF OF MADISON

ARTICLE 1
LABOR AGREEMENT

AGREEMENT is entered into this 17th day of August, 2020 between **N.J.E.A. FACILITIES STAFF OF MADISON**, hereinafter referred to as the “UNION” and the **MADISON BOARD OF EDUCATION**, hereinafter referred to as the “EMPLOYER” of “DISTRICT”. The term Superintendent, Business Administrator, Director of Facilities may be substituted when appropriate for “Employer” or “District”.

The effective date of this Agreement is **July 1, 2020 through June 30, 2023**.

The EMPLOYER and the UNION agree as follows:

ARTICLE 2
RECOGNITION

The EMPLOYER recognized N.J.E.A FACILITIES STAFF OF MADISON as the sole and exclusive bargaining agency for all persons employed in classifications covered by this AGREEMENT in all matters pertaining to rates of pay, wages, salaries, hours of work, benefits, and other terms and conditions of employment. Employees shall be provided annual contracts and shall not accrue tenure.

EXCLUDED are all professional, office clerical, supervisory, occasional part-time workers such as summer pain, grounds and maintenance crews, and other employees excluded by law.

ARTICLE 3
AGENCY SHOP

Pursuant to the provisions of the “New Jersey Employer-Employee Relations Act” as amended, all employees in this negotiating unit who are not now or who subsequently elect not to be members of the Union or who hereafter may be employed and who, after thirty days of employment, choose not to become members of the union shall have deducted from their pay on a monthly basis a representation fee of 85% of the regular dues in lieu of dues.

Such deductions shall be made on the same basis and for the same period as is made for members and all such deductions shall be paid over by the Employer to the Union at the same time and on the same basis as such payments are made to the Union for member deductions.

ARTICLE 4
DUES CHECK OFF

The Employer agrees that it will deduct the Union dues from the pay of each employee each payroll. On the Second payroll in each month, the Employer will transmit the dues with a list of such employees to the Union within ten (10) days of the second payroll. The Union agrees to furnish written authorization, in accordance with law, from each employee authorizing these

deductions. The Union will furnish the Employer with a written statement of the dues and initiation fees to be deducted.

ARTICLE 5
PROBATIONARY PERIOD

All newly hired employees shall serve a probationary period of 180 calendar days. During this probationary period, the Employer reserves the right to terminate a probationary employee for any reason. Such termination shall not be subject of the Grievance and Arbitration provisions of this Agreement, and management's decisions shall be final.

ARTICLE 6
UNION BULLETIN BOARD

The Employer agrees to provide a bulletin board in a conspicuous place in each facility where employees report to work. Postings by the Union on such bulletin boards are to be confined to official business of the Union.

ARTICLE 7
NON-DISCRIMINATION

The Employer and the Union agree not to discriminate against any individual with respect to hiring, compensation, and other terms and conditions of employment because of such individual's race, color, religion, sex, national origin, or age, nor will they limit, segregate or classify employees in any way to deprive any individual employment opportunities because of race, color, religion, sex, national origin or age.

ARTICLE 8
UNION OFFICERS

The Employer recognizes the right of the union to designate a President, Vice President, Treasurer, and Secretary. The authority of the officers so designated by the union shall be limited to and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
2. The collection of dues when authorized by appropriate local union action.
3. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers provided such messages and information:
 - A. Have been reduced to writing, *or*
 - B. If not reduced to writing, are of routine nature and do not involve work stoppages, slowdowns, refusal to handle goods, or any other interference with the Employer's business.

The Employer recognizes these limitations upon the authority of the officers, and shall not hold the union liable for any unauthorized acts. The Employer in so recognizing such limitations shall

have the authority to impose proper discipline, including discharge, in the event the officers have taken unauthorized strike action, slowdown, or work stoppage in violation of this Agreement.

ARTICLE 9
HOURS OF WORK, LUNCH, BREAKS, ETC.; JOB DESCRIPTIONS

A. HOURS OF WORK

The Employer agrees to schedule each full-time employee a forty (40) hour work week. The employer shall annually determine the schedule for the ensuing school year by June 30th however the employer reserves the right to make changes to said schedule when they believe necessary in order to meet the needs of the district.

Shifts shall be contiguous days (i.e. Monday through Friday). Shift(s) may be established to provide coverage during the weened (Saturday and Sunday). All full-time employees covered under this agreement shall work an eight (8) hour shift with a ½ hour lunch included.

B. LUNCH & BREAKS

The Employer agrees to provide lunch and breaks in accordance with law allowing for a paid one-half (1/2) hour lunch period per each 8 hour shift. The Employer shall allow a paid fifteen (15) minute break once during each additional four (4) hour work period.

C. CALLBACK

Whenever an employee is required to *report to work*, outside of their regular work schedule, the Employer agrees to pay the employee a minimum of two (2) hours at the applicable premium rate of pay.

D. EMERGENCY SITUATIONS

In emergency situations, which shall include snow removal, hurricanes and tornados, the employer may amend the work schedule as necessary to meet the needs of the district. This will not be considered a call back and shall not necessarily constitute nor provide additional work hours if said amended work schedule falls within the regular 40 hour work week. The employer shall have the right to make such adjustments to shift schedules as deemed necessary.

Absent an emergency, the employer agrees to provide the Union with a minimum of seven (7) calendar days' notice of work schedule changes. New hires may be given alternate shifts to what is currently outlined in the annual work schedule. All new positions shall be posted if able, so that current employees may apply for the position however, final determination of assignment lies with the employer. Employees are entitled to use the last ten minutes of their shift as clean-up time.

When a state of emergency is declared by the Governor, and school is closed to all employees, those essential employees who actually work shall receive a compensatory day off at a time mutually convenient to the employee and employer.

When school is closed, due to snow, employees shall be able to leave work upon the full and complete clearing of all school building lots and walkways, at the discretion of the superintendent.

E. OTHER REMAIN-AT-WORK/OVERTIME

Whenever an employee is required to remain at work beyond their normal work schedule, the Employer agrees to pay the employee at the applicable rate of pay as determined by law. All overtime must be approved by the Director of Facilities.

F. JOB DESCRIPTIONS

The Employer will prepare and make available, Job Descriptions describing the principal functions of each job classification covered by the Agreement and any new classifications coming under this Agreement. The employer shall have the right to change, modify, add or eliminate job classifications and descriptions. In doing so, the employer shall provide, at least fifteen (15) business days before putting a new or modified classification into effect. The Union should be provided a copy of the new/revised job description.

ARTICLE 10
RATES OF PAY

A. PREMIUM PAY

The Employer agrees to pay premium wages in accordance with the following rules:

1. One and one-half (1 ½) time (of the straight time hourly rate): All hours spent in the service of the Employer in excess of forty hours when not part of their regular work schedule.
2. Double Time: Time spent in the service of the Employer on any Holiday when not part of their regular work schedule.

The Director of Facilities shall assign all overtime with the intent to provide fair and equal opportunity for all staff. However, final determination shall be at the discretion of the Director of Facilities. In order to be paid overtime, the employee must, in fact, have worked forty (40) hours in any work week, except that sick leave shall count as work time for the purpose of qualifying for overtime. If the Director of Facilities is unable to assign overtime, it shall be authorized by the Superintendent.

ARTICLE 11
GRIEVANCE PROCEDURE

Definitions: The term “grievance” is a claim by an employee or Union based upon the interpretation, application, or violation of this agreement or relating to policies or administrative decisions affecting an employee or a group of employees. The following matters are expressly excluded from the definition of a grievance:

- challenges to evaluation of work performance

These evaluations may not be submitted through the grievance procedure nor may they be submitted to arbitration in accordance with the provisions herein.

The term aggrieved person or grievant is the person or persons or Union, making the complaint.

Step 1: The aggrieved employee or employees must present the grievance in writing to the Director of Facilities through the Union Officer within Five (5) working days after knowledge of the reason for the grievance has occurred, except that no time limit shall apply in case of violation of wage provisions of this Agreement. If a satisfactory settlement is not reached with the Director of Facilities within three (3) working days, the grievance may be appealed to Step 2.

Step 2: The Union Officer shall then take the matter up within ten (10) working days with the Superintendent or someone with authority to act upon such a grievance. A decision must be made within five (5) working days.

Step 3: If no satisfactory settlement can be agreed upon, the Union Officer shall then take the matter up with the Board of Education at the next regularly scheduled Board meeting.

In the event the parties do not come to a satisfactory resolution in the previous steps, the grievance shall be referred to the Review Board of the Union. The Review Board of the Union shall be comprised of the Officers of the Union. The Review Board shall hear the matter within ten (10) days from the date of the last meeting between the representatives of the Union and the Board of Education. At this fifth level, all pertinent data shall be reviewed and investigated impartially in order to ascertain the merits of the grievance to proceed to the arbitration level. The Review Board shall consider all testimony given by all parties at prior steps of the grievance procedure, and will render its decision within the ten (10) days in writing to both the Grievant and the Board of Education as to whether the grievance meets the approval of the Review Board to proceed to arbitration. If it cannot be resolved at this level, either party may refer to dispute to the New Jersey Public Employment Relations Commission for arbitration.

The Arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement. The opinion and award of the arbitrator shall contain specific findings of fact and a full rationale for the conclusion(s) reached.

The mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the Arbitrator will be final and binding on all parties and the employees involved.

The expense of the Arbitrator selected or appointed shall be borne equally by the Employer and the Union.

The Local Union, or its authorized representative, shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance.

ARTICLE 12 VACATIONS

New employees will receive a prorated amount the first year unless they begin on July 1. Vacation entitlement thereafter shall be earned and based on the July 1 anniversary date. Vacation pay shall be based on an employee's forty (40) hours straight time pay. No employee will take vacation the last week of August or first week of September without approval of the Director of Facilities or Superintendent.

Requests for vacations, consisting of two or more days shall be submitted at least five (5) workdays in advance. All other requested for vacation shall be made at least three (3) workdays in advance.

<u>SERVICE TIME IN DISTRICT</u>		<u>VACATION ENTITLEMENT</u>
0-4	Years in District	10 days
5-9	Years in District	15 days
10-19	Years in District	20 days
20+	Years in District	25 days

Each employee shall designate the majority of their desired vacation dates by the end of April each year. Vacation scheduled shall be determined by seniority and posted by the end of May each year. *Vacation periods may not exceed two (2) consecutive weeks. Any exception to this must be approved by both the Director of Facilities and the Superintendent.*

Vacations must be approved by the Director of Facilities or Superintendent.

In the event a Holiday named in this Agreement falls during an employee's vacation period, such shall not be considered a vacation day for the employee.

In the event a death occurs in an employee's immediate family or the employee is disabled during the vacation period, the remaining vacation time shall be canceled and rescheduled at the employee's request as administratively feasible. The Employer may request proof of substantiating death or disability.

Persons appointed as permanent part-time employees shall be entitled to prorated paid vacation based on their average weekly scheduled hours of work.

ARTICLE 13
SAFETY

The Employer shall not knowingly require, direct, or assign any employee to work under unsafe or hazardous conditions. The employee upon discovering an unsafe or hazardous condition has the obligation to immediately report the condition to one or more of the following (1) the Lead Custodian, (2) Director of Facilities, (3) Business Administrator, or (4) Superintendent.

The district reserves the right to establish a safety committee consisting of union members, the Director of Facilities and other such persons as the district deems necessary.

ARTICLE 14
NOTIFICATION TO THE UNION OF PROMOTIONS,
DEMOTIONS, TRANSFERS, ETC.

The Employer will notify the Union in writing of all promotions, demotions, transfers, suspensions, discharges and job openings. The Employer will notify the Union in writing prior to a layoff. Upon request by the Union, the employer will provide a list of Union members showing name, address, and rate of pay. The Employer will notify the Union within two (2) weeks of any new hires.

ARTICLE 15
PROMOTIONS AND DEMOTIONS

The Employer shall post all vacancies within the bargaining unit. The posting shall include the basic job requirements. This notice shall remain posted on all bulletin boards for three (3) working days. The Employer shall always maintain the right to seek candidates and hire from outside the district. The Employer's choice of employee is final and binding and rest in its sole discretion. In case there is a successful bidder from within, all the employer rights and privileges of the 180-day probationary period set forth in this contract shall apply with regard to the new position.

ARTICLE 16
LAYOFFS AND RECALL

The Employer may reduce the working force as set forth under N.J. law. Notice of such layoffs will be given at least forty-five (45) days before the scheduled layoff.

ARTICLE 17
MANAGEMENT RIGHTS

The Madison Board of Education as employer retains and reserves unto itself at a minimum, subject only to the limitations specifically imposed by this Agreement, the power and authority:

1. To exercise executive management and administrative control over the school district, its property and facilities, and to direct its workforce;
2. To hire, promote, transfer and assign all employees and to suspend, demote, discharge or take other disciplinary action against employees;
3. To relieve employees from duty for lack of work or other legitimate reasons;
4. To determine the methods and means and personnel by which the school district's operations are to be conducted;
5. To determine the methods and means and personnel by which the employee shall be evaluated;
6. To establish work rules and;
7. To take whatever actions may be necessary to carry out the needs of the district.

ARTICLE 18
PAYDAY

Employee will be paid twice per month in accordance with the employer's pay schedule which shall be established and distributed annually.

ARTICLE 19
HOLIDAYS: PERSONAL, SICK and OTHER LEAVE of ABSENCE

A. HOLIDAYS

The Employer agrees to pay such employee eight (8) hours pay without working for each of the following 12 holidays. Holidays that falls on a Saturday shall be celebrated the preceding Friday; holidays which falls on Sunday shall be celebrated the following Monday unless otherwise indicated on the school calendar.

- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- President's Day
- Good Friday
- Monday of Spring Recess
- Memorial Day

In addition, the employees will be granted three (3) floating holidays, no more than two to be taken consecutively. All requests for use of floating holidays must be in writing and approved by the Director of Facilities and the Superintendent.

B. PERSONAL LEAVES OF ABSENCE

Employees shall be entitled to four (4) non-cumulative days per year leave of absence at full salary.

Except in cases of emergency, requests for personal leave shall not be granted on the day prior to or subsequent to a holiday or school vacation period. All requests for personal leave must be in writing and approved by the Director of Facilities and Superintendent. Personal leave is to be requested a minimum of 48 hours prior to such event.

Up to two (2) personal days as of June 30th shall roll over on a 1-to-1 basis as sick days for use in subsequent years.

C. SICK LEAVE

Employees shall be entitled to twelve (12) sick leave days at the beginning of each work year without loss of pay. Employees who are out sick for three consecutive days are required to provide a certificate from a physician explaining the nature of illness. The employer reserves the right, as provided to it by law, to require a physician's certificate in all cases of illness.

Unused sick leave days shall be accumulated from year-to-year as follows:

Members of the District Custodian, Maintenance and Grounds staff who resign from the District after 15 years of service at the time of termination or who return from the District under the New Jersey Public Employee Retirement System will be compensated for one third of their unused sick leave entitlement accumulated under the provisions of their employment with the district. The compensation rate per Diem is to be one-two hundred and fortieth (1/240) of the employee's base contract salary at the time of eligible resignation or retirement. There shall be a cap of \$10,000 on the reimbursement of sick leave.

D. MILITARY LEAVE

Both parties recognize that there are statutes dealing with military service that may affect unit members, and both parties agree to comply with the legal requirements in all cases.

E. JURY DUTY

An employee who is called to Jury Duty shall immediately notify the Employer.

An employee shall not be required to report back for work on any day in which court is attended for Jury Duty service, regardless of the employee's shift. The Employer agrees to pay the employee eight (8) hours straight time pay for each day on Jury Duty service.

Any moneys received by the employee for Jury Duty service shall be, in turn, refunded to the Board of Education.

F. BEREAVEMENT LEAVE

1. Up to a maximum of five (5) working days per occurrence, one of which may be utilized up to sixty days after the day of death, shall be granted to an employee who suffers a death in the immediate family. "Immediate Family" includes spouse/significant other (domiciled with employee), civil union partner, mother, father, mother-in-law, father-in-law, child, brother, sister, grandparent, grandchild, step-mother and step-father.

1. Up to two (2) consecutive working days per occurrence shall be granted to an employee who suffers a death of a specified relative who is not a member of the immediate family. Specified relatives include: brother-in-law, sister-in-law, aunt, uncle, cousin, nephew, and niece.

1. In the event of extenuating circumstances, requests for flexibility in the application or use of Bereavement Leave will be considered. The refusal to grant any such request shall not be subject to the grievance procedure.

ARTICLE 20
INSURANCE COVERAGE

A. The Board of Education will make available full medical coverage for all eligible employees (i.e., those who regularly work a minimum of twenty-five (25) hours per week or more) and their eligible dependents. The Board will not create positions that regularly work less than a minimum of twenty-five (25) hours per week solely to avoid providing health insurance

coverage. The association agrees to move to the SEHBP as of January 1, 2011 or as soon as possible and will have the choice of all plans available.

If the Board chooses to leave the SEHBP, the Board will provide coverage equivalent to or better than the SEHBP. The twenty-five (25) hour rule will revert back to twenty-two (22) hours if the board goes to a private carrier. All employees shall contribute to their healthcare coverage in accordance with New Jersey law (Ch. 78, P.L. 2011). Effective January 1, 2018 or as soon as practicable, Direct 15 will be the base plan offered to all employees with the option for the employee to purchase up to Direct 10 at his/her own expense in addition to the employee's contribution as set forth in Ch. 78, P.L. 2011.

- B. The Board of Education will make available for all eligible employees as defined in Section A and their eligible dependents the New Jersey Dental Service Plan Inc. (or equivalent coverage) and agrees to pay program costs. The Board reserves the right to select the carrier.
- C. The Board shall provide a Section 125 plan as required by law. The administrative cost of the plan shall be as borne as provided to other bargaining units.

ARTICLE 21
PENSION

The pension program will be maintained in accordance with the State of New Jersey Public Employees Retirement System.

ARTICLE 22
UNIFORMS

The Employer shall provide at no cost to the employee the following items:

QTY	ITEM	FREQUENCY		
		ANNUALLY	EVERY 5 YEARS	AS NEEDED
4	Pants	X		
2	Shorts	X		
5	Polo Shirts, 100% Cotton, w/pocket if possible	X		
1	Knit Hat or Baseball Cap	X		
2	Pairs of shoes or boots (not to exceed \$150.00 each)	X		
3	Sweatshirts	X		
1	Winter Coat		X	
1	Jacket		X	
1	Pair of Safety Glasses			X
1	Pair of Gloves			X
3	Flashlights (Per Building)			X

The Employer may also replace such uniforms, protective clothing and other issued equipment as deemed necessary. Upon issuance of replacement items the employer may request that the employees return item(s) being replaced. Maintenance of clothing and upkeep is the responsibility of each employee. The wearing of uniforms shall be mandatory. Safety shoes as provided must be worn. The employer shall annually determine when and if the employees shall be permitted to wear short sleeved shirts and/or shorts.

ARTICLE 23
REIMBURSEMENTS

The employer shall reimburse the tuition and/or the costs for enrollment in a Black Seal License course and cost of license provided the course is successfully completed and the license is issued. All course and training requests must be made prior to enrollment to the Director of Facilities and approved by the Superintendent. The Board shall reimburse the employee for the costs associated with periodic license renewals

A. TUITION

Full-time custodial, maintenance and grounds personnel shall be reimbursed a maximum of two courses per contract year for courses pertaining to their immediate areas of assignment provided these courses have first been recommended by the Director of Facilities to and approved by the Superintendent of Schools. Such requests shall be on an individual basis. Proof of payment and successful completion of courses must be submitted to be reimbursed. When a license is awarded, the employee shall receive the stipend assigned to said license.

B. BLACK SEAL

All employees covered by this Agreement, except part-time personnel, will either have or will acquire a black seal boiler license within twelve (12) months of the date of hire. All employees having a black seal boiler license shall receive an annual stipend of \$700 to be paid in ½ in December and ½ in June of each year. Failure to secure a black seal license under the above terms will constitute just cause for termination. (Employees in good standing as of July 1, 2005 shall maintain their black seal and will not be subject to this termination except that these employees may be required to accept a transfer to a shift which is covered by other employees with a black seal license).

C. PHYSICALS

All employees serving as bus drivers shall be reimbursed for the cost of the annual physical required by the State of New Jersey.

ARTICLE 24
SEPARATION OF EMPLOYMENT

Upon discharge, the Employer shall provide to the employee all moneys due including pro-rata vacation pay within 30 days of departure.

Upon resignation, the Employer shall pay all moneys to the employee including pro-rata vacation pay within 30 days of departure.

ARTICLE 25
COMPENSATION CLAIMS

- A. The employer agrees to cooperate toward and promote settlement of employee on-the-job injury claims when such claims are due and owing as required by law. The Board shall provide Worker's Compensation protection for all employees or the equivalent thereof if the injury arose out of or in the course of employment.
- B. In the event that an employee is injured on the job the Employer shall pay such employee his day's guarantee for that day lost because of such injury. An employee who is injured on the job and is sent home or to a hospital, or who must obtain medical attention, shall receive pay at the applicable hourly rate of pay for the balance of his regular shift or overtime guarantee on that day.

An employee who has returned to his regular duties after sustaining a compensable injury, who is required by the Worker's Compensation doctor to receive additional medical treatment during his regularly scheduled working hours, shall receive his regular hourly rate of pay. Every attempt shall be made by the employee to schedule treatment outside of regular hours. If this is unavoidable, the reason thereof shall be provided to the Director of Facilities and Business Administrator.

- C. During the period of time an employee receives Worker's Compensation temporary disability benefits, the employer will pay the difference between the amount of weekly disability benefits received by the employee and the employee's regular weekly base pay entitlement.
- D. Hours lost from work due to job-related injuries will be compensated at full pay, provided these injuries are verified as legitimate Worker's Compensation claim which usually necessitates processing required claim forms in a timely manner.
- E. All moneys received from Worker's Compensation will be returned by the employee to the employer.

ARTICLE 26
SEPARABILITY AND SAVINGS CLAUSE

If any Article or Section of this Agreement or of any Supplements or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as above set forth, the parties affected thereby shall enter into

immediate collective bargaining negotiations after receipt or written notice of the desired amendments by either Employer or Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint.

If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.

ARTICLE 27
NO STRIKE

Whereas New Jersey law prohibits strikes by public employees, employees covered by this Agreement shall not enter into a strike or work stoppage or slow down against the Board of Education nor shall they honor picket lines erected by any other employees engaged in any strike or picketing. The Employer agrees that it will not lock out its employees during the term of this Agreement.

ARTICLE 28
DISCHARGE OR SUSPENSION

The Employer shall not discharge nor suspend any employee without just cause. In all cases involving the discharge or suspension of any employee, the Employer must immediately notify the employee in writing of his discharge or suspension and the reason therefore. Such written notice shall also be given to the Union Officer within three (3) working days from the time of the discharge or suspension.

Notice of appeal from discharge or suspension must be made to the Employer in writing within ten (10) days from the date of discharge and/or suspension. The appeal shall be heard beginning with Step 2 of the Grievance and Arbitration provisions of this Agreement.

Should it be proven that an injustice has been done; a discharged or suspended employee shall be fully reinstated in his position and compensated at his usual rate of pay for lost work opportunity. Nothing contained herein shall be construed to restrict an arbitrator from assessing a penalty less than that originally imposed by the Board, whether dismissal or a term of suspension.

Poor performance evaluations and/or disciplinary notes relating to the incident(s) which lead to a reinstated staff member previously discharged or suspended, shall not be considered in any disciplinary procedure after four years from the date of these evaluations or letters if no subsequent poor evaluations or letters are received during that four year period.

ARTICLE 29
LEAD CUSTODIANS

It is recognized that Lead Custodians provide leadership and serve as the point person to coordinate activities at their worksite and are generally required to perform work of like, kind, and quality as the staff at their facility. Emergency conditions may require the performance of work by the Lead Custodians which are normally the providence of regular staff members.

ARTICLE 30
EMPLOYEE PERFORMANCE EVALUATION

The Employee's immediate supervisor, the Director of Facilities, is charged with conducting individual employee performance evaluations, which shall be regularly undertaken. Additional evaluators may be designated by the Superintendent. Evaluations are to be conducted at least annually but may be conducted as often as the district feels is appropriate. Evaluation reports shall be made openly and in writing. All written evaluations of the performance of any employee shall be signed by the individual who makes the evaluation. Employees shall be rated. If rated unsatisfactory by the supervisory staff, the staff shall make recommendations for improvement and provide assistance to the employee. The employee shall be reevaluated after a reasonable time.

An employee who has received two (2) consecutive unsatisfactory performance evaluations shall be subject to non-renewal and/or dismissal. The Board retains the right to terminate an employee for just cause. Evaluations shall not be placed in the employee's file unless the employee has had the opportunity to read the evaluation. The employee shall acknowledge that he/she has read such material by affirming his/her signature on the copy to be filed. Such signature shall merely signify that he/she has read the material and is not to be construed that he/she necessarily agrees or disagrees with its contents. If the employee refuses to sign, that fact shall be so noted and dated. The employee has the right to make written comments on the evaluation form. A copy of the final signed evaluation shall be provided to the employee within ten (10) working days of the final sign-off.

ARTICLE 31
INSPECTION PRIVILEGES

Providing prior notice is given to the Employer and is mutually agreed upon with Employer, authorized agents of the Union shall have access to the Employer's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collecting dues, and ascertaining that the Agreement is being adhered to, provided, however, that there is no interruption of the Employer's working schedule.

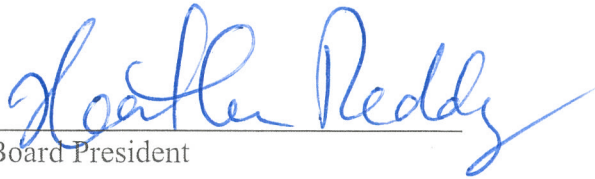
ARTICLE 32
TERMINATION CLAUSE

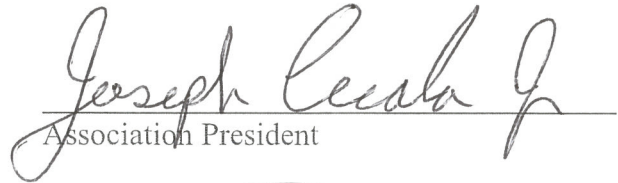
This Agreement shall be in full force and effect from **July 1, 2020** to and including **June 30, 2023**, and shall continue from year-to-year thereafter **unless** written notice of desire to cancel or terminate the Agreement is served by either party upon the other at least forty-five (45) days prior to date of expiration.

WITNESS THEREOF, the parties hereto have set their hands and seal this 17th day of, August 2020.

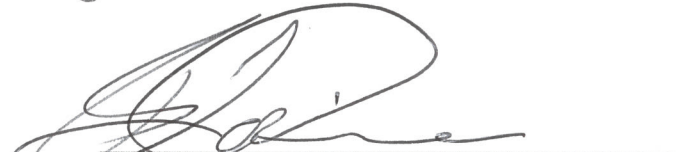
FOR THE BOARD:
MADISON BOARD OF EDUCATION

FOR THE ASSOCIATION:
NJEA FACILITIES STAFF OF MADISON


Board President


Association President


Secretary to the Board of Education


Association Vice President

APPENDIX A

1. SALARY GUIDES (see next page)

Schedule A: Custodial Salary Guide
Schedule B: Skilled Trades Salary Guide

Note: Retroactive pay shall be on base pay and stipends only, not overtime earnings

2. ADDITIONAL COMPENSATION

Lead Custodian	\$900
Asbestos Certification	\$700
Black Seal	\$700
Commercial Driver's License (CDL)	\$700

All employees are encouraged to attain a Commercial Driver's License (CDL) in order to drive a school bus. Each employee who attains such shall be able to be assigned bus routes for both regular to/from routes, field trips, and after school activities. If such falls outside the employee's regular work hours, the appropriate overtime shall be paid.

Stipends are paid twice per year, 1/2 in December, 1/2 in June

Night-Shift Differential	\$700
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1/12 paid monthly in addition to the base rate of pay and shall be figured into the hourly rate for those regularly assigned to these shifts. This differential shall apply to all regular shifts beginning at or after 2:00 pm of the normal work day.

Longevity:

- If hired prior to April 1, 2003
 - 5 – 9 years \$900
 - 10 – 14 years \$1,400
 - 15+ years \$1,550
- If hired between April 3, 2003 - June 30, 2012
 - 10 – 15 years \$900
 - 15 – 20 years \$1,400
 - 20 – 25 years \$1,550

Longevity is paid in June of each year. Longevity shall not be available to persons hired after 6/30/12.

Schedule A: Custodial Salary Guide

Step	Year 1	Year 2	Year 3
	2020-21	2021-22	2022-23
1	44,325	45,015	45,280
2	44,825	45,515	45,780
3	45,575	46,015	46,280
4	46,575	46,765	46,780
5	47,975	48,165	48,280
6	49,475	49,615	49,880
7	51,075	51,140	51,555
8	52,725	52,850	53,305
9	54,425	54,620	55,115
10	56,175	56,450	56,975
11	57,975	58,330	58,885
12	59,825	60,260	60,845
13	61,725	62,240	62,855
14	63,675	64,270	64,915
15	65,675	66,350	67,025
OG	70,456	71,131	71,806

Schedule B: Skilled Trades Salary Guide

Step	Year 1	Year 2	Year 3
	2020-21	2021-22	2022-23
1	62,600	63,800	64,300
2	63,600	64,800	65,300
3	64,600	65,800	66,300
4	65,600	66,800	67,300
5	66,600	67,800	68,300
6	67,650	68,800	69,300
7	68,750	69,800	70,300
8	69,900	70,800	71,300
9	71,100	71,850	72,300
10	72,350	72,950	73,300
11	73,650	74,100	74,300
12	75,000	75,300	75,300