

Contract no 1435

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Agreement Between
the
Maintenance and Custodians
of
Union County Vocational-Technical Schools
and
The Board of Education
of the Vocational Schools in the County of Union
1990-93

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Article 1

Principles

A. This Agreement is negotiated in order to establish the terms and conditions of employment of all members of the staff employed in the classification set forth in Article 2, Section A attached hereto and made a part hereof.

B. The Board of Education, hereinafter called the Board, and the Maintenance and Custodian Association, hereinafter called the Association, recognize the importance of orderly and expeditious resolution of disputes which may arise and accordingly herein agree upon a grievance procedure for the effective processing of such a dispute.

C. The Board and Association accept the provisions of this agreement as commitments which they will in good faith honor, support and seek to fulfill.

D. The provisions of this agreement will constitute a binding obligation on the parties for the duration hereof or until changes by mutual consent in writing. Any previously adopted policy rule or regulation of the parties which is in direct conflict with the provisions of this agreement shall be superseded and replaced by this agreement. Nothing in this agreement which changes the existing policy, rules or regulations of the parties will operate retroactively unless expressly so stated.

Article 2

Recognition

A. Unit

The board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full and part-time Maintenance Personnel and Custodians.

B. Unless otherwise indicated, the term employees when used hereinafter in this agreement shall refer to all employees represented by the association in the negotiating unit as above defined and any references to male employees shall include female employees.

Article 3

Negotiation of Successor Agreement

A. Policy Changes

Consistent with the laws of New Jersey, the board shall not effect any change in policy concerning terms and conditions of employment except those negotiated and contained herein.

B. No later than February 1 the board agrees to initiate negotiations with the association over a successor agreement in accordance with the procedure set forth herein, in a good faith effort on both sides to reach continuing agreement on terms and conditions of employment. By the same date, the association agrees to present 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 all of the parties.

C. Negotiations shall commence with a meeting at a mutually satisfactory place within fifteen (15) days after the receipt of the proposals, unless the board and the association mutually agree to an extension of time. During negotiations, the board and association shall present relevant data, exchange points of view and make proposals and counter proposals. Each party shall promptly make available to the other, upon request, information within its possession which is not privileged under the law and which is relevant to the subject under discussion.

D. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting the bargaining agreement, they shall suffer no loss in pay.

E. 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.

F. Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

G. The board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 2 of this agreement with any organization other than the association for the duration of this agreement.

Article 4

Grievance Procedure

A. Definitions

1. Grievance

A "grievance" is a claim by an employee or the association based upon the interpretation, application, or violation of this agreement, policies or administrative decisions, effecting terms and conditions of employment of an employee or group of employees.

2. Aggrieved Person

An "aggrieved" person is the person or the association making the alleged claim.

3. Party in Interest

A "party in interest" is the person or persons making the claim including the association or the board which might be required to take action against whom the action might be taken in order to resolve the claim.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, solutions to grievances as defined above. Both parties agree that these proceedings will be kept informal and confidential as may be legal and appropriate at any level of the procedure.

C. Procedure

1. Time Limits

The number of days for making determination 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.

2. Level One - Immediate Supervisor - Informal Level

A grievance under this procedure must be initiated by the grievant within fifteen (15) school days of its occurrence or within fifteen (15) days after the grievant would be expected to know of its occurrence. In the event that the fifteen (15) day period runs past the close of the school year, then the time for filing of the grievance shall be based on two (2) business days for each school day until the fifteen (15) school days are reached. A member of the unit with a grievance shall first discuss it with his immediate supervisor, either directly or through the association's designated representative, with the objective of resolving the matter informally. All discussions and proceedings related to the grievance shall be conducted on the employee's own time. It is further agreed that any association representative participating in such discussions and proceedings shall also be on his/her own time. Excepted from the operation of the foregoing provisions are those instances in which any member is requested by an authorized administrator to be present.

3. Level Two - Director of Buildings and Grounds

If the aggrieved person is not satisfied with the disposition at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the association within three (3) school days. Within ten (10) school days the grievance shall be referred to the Director of Buildings and Grounds by the association. The Director of Buildings and Grounds shall have ten (10) days after receipt of the grievance within which to reach a decision.

4. Level Three - Superintendent

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision is reached within ten (10) school days after the grievance was referred to the Director of Buildings and Grounds then within ten (10) days the grievance may be referred to the Superintendent. A decision shall be rendered by the Superintendent within ten (10) school days after its presentation.

5. Level Four - Advisory Arbitration

a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the aggrieved person may within five (5) school days after a decision by the Superintendent, whichever is sooner, request in writing that the association submit his/her grievance to arbitration within twenty (20) days from the decision by the Superintendent.

b. Within ten (10) school days after such written notice of submission to arbitration the board and the association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such commitment within the specified period, a request for a list of arbitrators may be made to the New Jersey Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission.

c. The arbitrator's decision shall be in writing and shall be submitted to the board and the association and shall be advisory to the parties except that, if the Board rejects two (2) arbitration decisions arising out of grievances occurring during a single contract year, all subsequent decisions arising during the same contract year shall be binding upon both parties.

d. In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section C 5b of this Article.

e. 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. Any other expenses incurred shall be paid by the party incurring same.

D. Rights of Members to Representation

1. Member and Association

Any aggrieved person may be represented at all stages of the grievance procedure by him/herself, by legal counsel, or at the employees option by representative(s) selected or approved by the association. When a person is not represented by the association, the association shall have the right to be present and state its views at all stages of the grievance procedure.

2. Reprisals

No reprisals of any kind shall be taken by the board or any member of administration against any party in interest: any representative, any member of the association, or any other participant in the grievance procedure by reason of such participation.

E. Miscellaneous

1. Group Grievance

If, in the judgement of the association, a grievance affects a group or class of members, the association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at the second level. The association may process such a grievance through all levels of the grievance procedure even where the aggrieved person does not wish to do so.

2. Written Decisions

Decisions rendered at Level One which are unsatisfactory to the aggrieved party and all decisions rendered at Level Two and Three of the grievance procedure shall be in writing setting forth the decision and the reason therefore and shall be transmitted promptly to all parties in interest and the association.

3. Separate Grievance File

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.

4. Meetings and Hearings

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 representatives, heretofore mentioned in this Article, unless the aggrieved person chooses otherwise. The board retains the right to be represented by counsel, the Superintendent or designee and/or a board member.

Article 5

Employee Rights and Privileges

A. The board hereby agrees that every employee shall have all rights granted to them by the laws of the State of New Jersey applicable to their unit.

B. Nothing contained herein shall be construed to deny or restrict any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations contained in the New Jersey Administrative Code.

C. No employee shall be disciplined without just cause.

D. Whenever any employee is required to appear before any administrator or supervisor, board, or any committee or member representative or agent thereof concerning any matter which might adversely affect the continuation of that employee in his/her position, employment, or salary or any increments pertaining thereto, then said employee shall be given prior notice of the reasons for such meeting or interview and shall be entitled to have a representative(s) of the association present to advise him/her during such meeting or interview.

E. An employee's employment rights shall be as determined by the Tenure Laws of the State of New Jersey in such case made and provided.

Article 6

Association Rights and Privileges

A. The board and the association agree to make available to each other in response to reasonable requests from time to time all available information concerning the financial resources of the district, including but not limited to: annual financial reports and audits, a directory of all personnel in the unit and changes that may arise, budgetary requirements and allocations, agenda, and minutes of all board meetings, census data, and such information that shall assist the association in developing intelligent, accurate, informed and constructive programs on behalf of the employees together with information which may be in the possession of either party to process any grievance or complaint.

B. Whenever any representative of the association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he/she shall suffer no loss in pay.

C. Representatives of the association shall be permitted to transact official association business on school property at reasonable times, provided they are on their own time, and provided that this shall not interfere with or interrupt normal school operations.

D. The association and its representatives shall have the right to use school building(s) at all reasonable hours for meetings. The administrator of the building in question shall be notified in advance of the time and place of all such meetings. Approval shall be required of the Administrator in charge which approval shall not be unreasonably withheld.

E. The association shall have the right to use of school facilities and equipment, including typewriters, mimeographing machines, photocopy machines, calculators, all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The association shall pay for reasonable cost of all material and supplies incident to such use and normal requisition shall be required.

F. The association shall have the right to reasonable use of interschool mail facilities and school mailboxes without approval of the building administrator or other members of the administration.

G. The rights and privileges of the association and its representatives as set forth in this agreement shall be granted only to the association as the exclusive representative of the employees, and to no other labor organization(s) representing any portion of the unit or potential member of the unit, except as provided for under applicable law.

H. The board agrees to provide for reasonable use of existing bulletin boards in the Receiving Room for use by the association to post official notices relating to meetings and other association affairs.

I. The board agrees that it will not lock out its employees and the association agrees that it will not call, conduct or sanction a strike, slow down or work stoppage during the life of this agreement.

Article 7

Employment

A. It is specifically understood and agreed that all full-time members of the present agreement work on a twelve (12) month contract.

B. 1. The day shift shall consist of eight (8) hours exclusive of a one half hour (1/2) unpaid lunch period. The lunch period shall be scheduled, if at all possible, before the completion of five (5) consecutive work hours.

2. The night shift shall begin at 3:00 p.m. and end at 11:00 p.m. The dinner break of one half hour (1/2) shall be scheduled, if at all possible, before the completion of five consecutive work hours.

C. A work week shall consist of forty (40) hours.

D. The board reserves the right to change permanent working schedules of employment anytime. Any such changes that are brought about by an emergency such as, but not limited to absenteeism of employees, power failure, Act of God, or any other cause which is beyond the control of the board shall require no notice of change. All other changes in schedule shall require a one (1) week notice from the board to any affected employee.

E. The board shall provide for fifteen (15) paid holidays

F. A first aid kit of suitable size will be placed in the Receiving Room

G. It is understood that the amount of time allowed for night security shall be one and one-half (1 1/2) hours.

H. The board has the right to place any new employee at a salary based upon the board's assessment of his or her prior work experience and training.

I. Each employee shall receive one (1) rain jacket and rain pants. Additional sets of rain gear will be provide as needed.

J. In each year of the contract, each employee shall receive two (2) work shirts and two (2) pair of work pants

K. An allowance of up to seventy-five (\$75.00), once each year will be provided for safety shoes.

L. The board shall provide safety glasses for all employees doing jobs which require such equipment.

M. All maintenance and custodial personnel shall be provided with all the supplies and equipment necessary to perform their respective jobs.

N. Maintenance and custodial personnel shall be allowed to attend tuition free the Union County Vocational Adult Educational School and/or Union County College after their first year of employment pursuant to administrative policies governing such enrollment.

Article 8

Assignment of Overtime

Definition: Overtime is any time spent at regular duties or other assigned duties, consistent with this agreement, either before/after the regular work day or week [eight (8) hour day or forty (40) hour week]. Stipulation: If summer hours are ten (10) hour days, overtime will not be calculated for the extra two (2) hours.

A. The assignment of overtime shall be on a rotation basis, starting with the senior employee. In any case, the employee shall have the right at anytime to refuse said overtime and will be placed at the bottom of the overtime assignment list.

Procedures for Assigning Overtime:

1. Each employee will indicate their availability for overtime during the week and the upcoming weekend by initialing a chart which will be posted in a conspicuous area for all employees to see.
2. A second chart will be posted delineating the description of the overtime work that will be performed. It will stipulate whether the work is general or restricted due to qualifications.
3. A third chart will be posted showing the accumulation of overtime, either worked or refused, and will be kept up to date on a weekly basis.

B. All overtime will be rounded off to the nearest quarter hour at the end of each pay period. Time and one half will be paid to all employees working more than eight hours in one shift or 40 hours in a week and for work performed on Saturdays. Double time shall be paid for Sundays and holidays.

C. Any full-time member of the association who is called in to work during an emergency (such as snow removal) shall receive a guaranteed minimum of four (4) hours call-in pay. The rate for this shall be time and one-half or double time, if the call-in occurs on a Sunday or Holiday.

E. As long as overtime reports are submitted to the board before the close of the business on the 15th day of each month (or the last working day prior to the 15th of each month as the case may be), overtime payments will be received by the employees covered by this agreement in their end of the month pay. As long as overtime reports are submitted to the board before the close of business on the last working day of the month, the overtime payments will be received by said employees in their mid-month pay of the following month.

Article 9

Employee Evaluation

A. Job Evaluation

A copy of any job or performance report of an employee completed by the administration will be given within ten days of the date of the evaluation to the employee. No such report shall be placed in the employee's file or otherwise acted upon prior to the employee receiving and signing a copy of the report. Employees shall be required to sign blank forms and may make a notation that a reply to that report has been filed. Such reply shall be attached to the performance report and become part of the personnel record.

B. Personnel Records

1. File

An employee shall have the right upon reasonable notice, but not to exceed three (3) working days, to review the contents of his/her personnel file and to receive copies (one time only) at board expense of any documents contained therein.

2. Derogatory Material

No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file unless the employee has had the opportunity to review the material. The employee shall acknowledge that he/she has had the opportunity to review such material by affixing his/her signature to the copy to be filed with the expressed understanding that such a signature in no way indicates agreement with the contents thereof. The employee has the right to respond on the material or by attachment to any statement or checklist. The employee shall also have the right to submit a written answer to such material which shall be reviewed by the Superintendent or designee and attached to the file copy.

3. No Separate File

Although the board agrees to protect the confidentiality of personnel references, and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

4. The administration shall have no authority to reveal the contents of the employee's file to any outside inquiry except with the written consent of the employee or as provided by law.

C. All new employees shall be placed on probation for a period of sixty (60) days from their date of hire. At the end of the sixty day probationary period said employee shall be evaluated and based upon that evaluation be:

1. Issued a contract retroactive to their first date of employment.
2. Relieved of duties.
3. Granted an additional thirty (30) day probationary period.

Article 10

Types of Leaves

A. Sick Leave

1. All employees after one (1) year of service shall be entitled to fifteen (15) sick days and four (4) personal days.

Unused sick days may be accumulated from year to year without limit. Absence beyond accumulated time will be considered on an individual basis. If an employee has been out ill for more than four (4) consecutive days, the board may request a physician's report.

2. Full-time employees employed at the beginning of the school year and with less than one (1) year's service shall be entitled to twelve (12) sick days and shall receive one (1) personal day for each four (4) month's of service. Those employed after July 31 shall receive one (1) sick day per month provided at least one-half of the month has been worked.

B. Temporary Leave of Absence

Full-time employees shall be entitled to the following temporary leaves of absence with full pay each school year.

1. Personal

Four (4) personal days leave of absence for personal, legal, business, household, or family matters which require absence during working hours. Application to the employee's immediate supervisor for personal days shall be made at least three (3) days before taking such leave (except in the case of an emergency) and the applicant for such leave shall not be required to state the reasons for taking it under this section. Any personal day(s) not utilized will be added to accumulated sick leave entitlement for the succeeding years. Not more than one person can have a personal day at one time. Personal days may not be appended to any other holiday or recess except on an emergency basis and approval of the Superintendent.

2. Bereavement

Up to five (5) consecutive working days at any one time in the event of the death of an employee's wife, husband, child, mother, father, and up to three (3) consecutive working days at any one time in the event of the death of a brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law, or grandchildren. If any of the above are members of the employee's immediate household, then the five (5) day provision will apply.

3. Temporary Military

Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard. An employee shall be paid his regular pay, less any pay which he received from the State or Federal Government.

4. Jury Duty

There will be no loss of pay due to the absence caused by compliance jury duty when compliance is mandatory and must be carried out during school hours. Where person(s) exercising the benefits provided them under this section receive pay for services performed on jury duty they will receive their regular pay for such absence (exclusive of expense monies paid to the employee).

5. Professional Leave

Maintenance and custodial employees upon approval of the Superintendent shall be granted time during the school year for attendance at workshops and conferences within their area of expertise. Those attending such conferences or workshops shall be reimbursed for any expenses incurred.

C. A full-time employee upon retiring or termination of employment shall be paid an amount of money calculated at the rate of twenty dollars (\$20.00) per day for each day of accumulated sick leave as of June 30th of the prior contract year. Payment shall be made for the then current contract year on the basis of twenty dollars (\$20.00) per day, times the number of months worked, plus ten dollars (\$10.00) per day times the number of months remaining in the contract year. That is, an employee retiring or terminating in August of a calendar year who has not utilized any sick days for that year would receive one (1) sick day for July and one (1) sick day for August at the twenty dollar (\$20.00) per day rate and the balance of the months not yet entered at ten dollars (\$10.00) per sick day.

Article 11

Extended Leaves of Absence

A. Military

Military leave without pay shall be granted to any full-time employee who is inducted or enlists in any branch of the armed forces of the United States for the period of such service and three (3) months after recovery from any wound or sickness at the time of discharge. A similar leave shall be granted to the employee whose spouse is so inducted or who enlists.

B. Maternity

1. Natural Birth

The board shall grant maternity leave with or without pay to any employee only upon request subject to the following stipulations and limitations:

a. Maternity leave shall commence and terminate on the date requested by the employee.

b. Maternity leave shall not exceed 24 months and shall apply to tenured employees only providing the employee has not received notice of termination of employment pursuant to applicable law.

c. The employee shall deliver to the board a notice in writing of the commencement date and termination date of the required leave no less than sixty (60) days prior to the said commencement date.

d. Both of the aforesaid dates shall be subject to changes as a consequence of a bona fide emergency.

e. Any employee granted maternity leave with or without pay according to the provisions of this section may at her discretion elect to use all or any part of her accumulated sick leave during the disability period. An employee desiring to use sick days shall be permitted, unless otherwise documented by a physician, to do so thirty (30) days before and thirty (30) days after the birth of the child.

f. Any employee granted maternity leave shall at her request be restored to the exact same position providing the position has not been eliminated) vacated at the commencement of said leave.

g. No employee shall be required to leave work because of pregnancy at any specific time prior to expected childbirth nor be prevented from returning to work after childbirth and the desired date of return.

h. The board shall not remove any employee from her duties during pregnancy unless the employee is not medically able to continue employment.

2. Adoption

Any employee adopting a child shall receive similar leave which shall commence upon her receiving a de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption.

3. No employee on maternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the district in the area of her competence.

C. Illness in Family

A leave of absence without pay for up to one (1) year shall be granted for the purpose of caring for a sick member of the employee's immediate family (limited to spouse, children, parents). Additional leave may be granted at the discretion of the board.

D. Personal Leaves

Other leaves of absence without pay for personal reasons may be granted by the board at the board's discretion.

E. Return from Leave

1. Salary

Upon return from leave granted pursuant to Section A of this Article, an employee shall be considered as if he/she were actively employed by the board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he had not been absent. An employee shall not receive increment credit for time spent on an unpaid leave granted pursuant to Sections B, C, and D of this Article.

2. Benefits

All benefits to which a full-time employee was entitled at the time of his/her leave of absence commenced, including unused accumulated sick leave, shall be restored to him/her upon his/her return, and he/she shall be assigned to the same position which was held at the time said leave commenced, if available, or if not, to a substantially equivalent position.

F. All leaves and extensions or renewals of leaves shall be applied for and if granted shall be in writing.

Article 12

Insurance Protection

A. Full-time Health Care Coverage

The board shall provide the health-care insurance protection designated below. The board shall pay the full premium for each full-time employee and in cases where appropriate for family-plan coverage.

1. Provisions of Coverage

The health insurance carrier(s) shall be the same health-care insurance as is presently in effect for said employee in the school system.

B. Dental Plan

The board agree to pay the full premium for the Dental Plan for employee and their families - the coverage to be not less than that described in the New Jersey Dental Service Brochure as 50/50 Basic, 50/50 Prosthodontics, 50/50 Orthodontics.

C. Drug Prescription Plan

The board agrees to provide a a one dollar (\$1.00) co-pay prescription plan for all full-time members of this association and their immediate families. The board will pay one hundred percent (100%) of the premium cost.

Article 13

Miscellaneous Provisions

A. Nondiscrimination

The board and association agree that there shall be no discrimination on the basis of race, creed, color, religion, national origin, sex, age or marital status.

B. Board Policy

This document 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 the agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision 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, unless there is a substantial change in the meaning or effect of any provision because of said validity.

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 language inconsistent with this agreement, this agreement during its duration shall be controlling.

E. Printing Agreement

Copies of this agreement shall be printed at the expense of the board within thirty (30) days after the agreement is signed. The association shall be responsible for distributing copies to all employees in the unit now employed and hereafter employed by the board.

F. Notice

Whenever notice is required to be given by either of the parties to this agreement, the other party, pursuant to the provision(s) of this agreement, shall do so by certified mail, return receipt requested, at the following address:

1. If by the association: Board of Education
 1776 Raritan Road
 Scotch Plains, New Jersey 07076

2. If by the board: Maintenance Personnel & Custodians Association
 1776 Raritan Road
 Scotch Plains, New Jersey 07076

Article 14

Vacations

A. Personnel on twelve month contracts shall have vacations at times approved by the Superintendent, according to the needs of the school. Requests for vacations must be processed through the Director of Buildings and Grounds.

B. Vacation entitlement shall be as follows:

1. Zero months to one year_____one day per month worked with a limit of ten days.
2. One year to two years, inclusive__two weeks
3. Three years to seven years, inclusive_____three weeks
4. Eight years and over_____four weeks

C. Vacation time may not be accumulated for more than two (2) years entitlement for all personnel.

D. Vacation time shall be selected by seniority and may be taken at any time during the contract year subject to the approval of the Director of Buildings and Grounds.

Article 15

Expenses

A. All personnel shall be reimbursed at the mileage rate authorized by the federal government for use of the personal automobile * for business travel approved by the Superintendent. Travel to place of regular business and home is not considered business travel. Travel may be computed from home if it is closer than the place of normal business.

* No automobile may be used for board business unless it is insured for at least \$50,000/\$100,000 liability.

B. Other expenses allowed, subject to approval by the Superintendent, within the maximums authorized by the board are:

1. Road tolls and parking fees involved in business approved travel.
2. Meals

Article 16

Dues Deduction

A. The board agrees to deduct for the salaries of its employees dues for the Maintenance Personnel and Custodians Association, the Union County Education Association, the New Jersey Education Association, and the National Education Association, as said employees voluntarily authorize the board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Law 1967 (NJSA 52:14-15.9a) and under rules established by the State Department of Education. Said monies, together with records of any corrections, shall be transmitted to the treasurer of the Maintenance Personnel and Custodians Association by the 16th of each month following the monthly pay period in which deductions were made. The association treasurer shall disburse such monies to the appropriate associations.

B. The association will certify to the board, in writing, the current rate of its membership dues. Any change by the association in those rates shall be given to the board in writing prior to the effective date of the change.

C. Additional authorization for dues deduction may be received after August 1, under rules established by the State Department of Education.

D. The filing of a written notice of an employee's withdrawal from the association shall be prior to December 1 or June 30, and become effective to halt deductions as of January 1 or July 1 respectively, next succeeding the date on which the notice is filed.

E. Representation Fee

The board shall implement a fair share representation fee equal to 85% of the association dues, initiation fees and assessment, which shall be withheld in accordance with the law.

F. The association agrees to indemnify the board and hold it harmless against any and all suits, claims, demands and liabilities for damages or penalties that shall arise out of or by reason of any action that shall be taken by the board for the purpose of complying with any of the provisions of this Article.

Article 17

Seniority

A. The seniority of the maintenance personnel and custodial workers covered by this agreement, shall be based on their original date of hiring as full-time personnel.

B. Before any new employees are hired, employees on layoff shall, in accordance with seniority, be offered the available job to be filled provided they are able to do and perform the work. If any such who was on layoff takes the available job opening, but the job pays less than the job from which he/she was laid off then said employee will retain a recall right to the job from which he/she was laid off. Any employee who refused a recall right to the job from which he/she was laid off shall lose the recall right to that job and his/her seniority.

C. An employee shall lose seniority and his/her employment shall automatically terminate for the following reasons:

1. If the employee resigns.
2. If the employee is discharged.
3. If the employee is absent for three (3) working days without notifying his/her superior of the reason for such absence, unless such failure to so notify the Board of Education is for unusual or emergency reasons.
4. If the employee fails to report for work within seven (7) days after being called back by the board, the board shall be deemed to have given proper notice if sent or transmitted by United States mail, telegram or telephone to the employee's last known address.
5. If the employee exceeds a leave of absence beyond the time provided by the Board of Education and the employee has failed to give the Board of Education a justifiable reason why the employee has failed to return from the leave of absence when due
6. If the employee gives a false reason for obtaining a leave of absence.
7. If the employee engages in gainful employment during an authorized leave of absence without specific written consent of the Board of Education

D. An employee returning from a layoff shall be placed on their proper step of the salary guide.

Article 18

Wages

A. Salaries

The aggregate salaries for all bargaining unit members shall be increased by 9% for each of the three years covered by the Agreement and guides shall be developed and attached and identified as Schedule A.

B. Evening Shift Differential

It is understood and agreed that during the 1990-91 school year any full-time member of the bargaining unit working the night shift shall receive a shift differential of an additional fifteen (.15) cents per hour. In the 1991-92 school year said employee shall receive twenty (.20) cents per hour and in the 1992-93 school year said employee shall receive twenty-five (.25) cents per hour

C. Black Seal License

During the life of this contract, any member of the bargaining unit who is the holder of a black seal boiler license shall receive a pay differential of two hundred fifty dollars (\$250.00) per year.

D. Employees shall be paid in twenty-four (24) equal installments on the 15th and 30th of each month. If the 15th or the 30th falls on a day when schools are closed (except in the case of July and August, the employees shall be paid on the last school day school is in session.

E. On paydays maintenance and custodial employees shall receive their paychecks on or before 11:00 a.m. and shall be granted a forty-five (45) minute lunch in order to cash their checks.

Article 19

Job Postings

A. When a new classification or a job in an existing category is established on a permanent basis as a result of a retirement, resignation, discharge for cause or an increase in the work force, the board agrees to post a notice of same on the bulletin boards for no less than a 72 hour period. Employees may then apply within that 72 hour period, in writing, for such vacancy. The board agrees to give careful consideration and to fill such vacancies on the basis of seniority, physical fitness and ability. Nothing herein contained shall be inconsistent with the board's affirmative action policy and no arbitrary preference shall be given to present employees inconsistent with said affirmative action policy.

B. The board agrees to post the name of the successful candidate two weeks following the appointment by the board of education. An unsuccessful candidate will have the right to submit his/her grievance within a five (5) day period after the posting of the successful bidder. The successful applicant shall hold that job for a period of sixty (60) days on a trial basis. At the end of the sixty (60) day period the employee will be treated in accordance with Article IX, Section C.

C. A seniority list will be posted on the bulletin board in the receiving room.

OFFICIAL

Custodial and Maintenance Salary Guide

Salary	Step Assignment	Step	1980/91	1991/92	1992/93
\$12700	2	1	\$13,450	\$14,305	\$15,065
\$12705	2	2	\$13,920	\$14,775	\$15,570
\$13076	3	3	\$14,335	\$15,290	\$16,085
\$14214	4	4	\$15,585	\$15,750	\$16,600
\$15509	5	**	\$16,200	\$17,125	\$17,605
\$17636	8	6	\$16,855	\$17,800	\$18,620
\$21076	10	7	\$17,935	\$18,520	\$19,160
\$21768	10	8	\$19,175	\$19,530	\$19,965
		9	\$50,470	\$20,880	\$21,970
		10	\$23,460	\$21,315	\$22,440
Electrician/Custodian	\$23,736		\$25,585	Longevity 1,000 \$27,610	Longevity 1,600 \$29,640
Electrician/Maintenance	\$26,400		\$28,470	\$30,720	\$33,000

**Addition as per A. R. Taranto on 6/13/91

Article 20

Duration of Agreement

The term of this agreement shall be for three (3) years commencing July 1, 1990 and terminating June 30, 1993.

For the Association

For the Board of Education

By:

Wright Ovals

By:

[Signature]

By:

By:

[Signature]

Date:

1/24/92

Date:

1/22/92