

4-3008
12-05

C O N T R A C T ~~NOT CIRCULATE~~

The agreement entered into this 1st day of July 1971, between the Board of Education of the School District of the Township of Edison, in the County of Middlesex, a Municipal Corporation of the State of New Jersey and the Edison Township Custodians and Maintenance Association, Inc.

RECOGNITION OF ASSOCIATION

The Board hereby recognizes the Edison Township Custodians and Maintenance Association, Inc. as the sole and exclusive bargaining agent for all custodial and maintenance employees in all matters specifically provided for herein pertaining to wages, hours, conditions of employment and grievance procedures.

As to every employee to whom this agreement applies, the Board shall deduct the sum of two dollars (\$2.00) per month over the contract year. Said monies shall be remitted to the bonafied employee appointed by the organization. Before any deduction is made, written authorization, consistent with this article, shall be submitted on behalf of every employee affected, on forms approved by the Board.

To assist in the administration of the program, the bonafied employee organization should provide the Secretary of the Board of Education, by August 1, 1971, an alphabetized list of members authorizing payroll deductions, indicating the monthly amount of each member's deduction, based on ten equal monthly deductions.

For authorization received after August 1 or prior to October 1, the first deduction should begin with the November pay period, with deductions being retroactive for the September and October pay periods.

For authorization received after October 1 but prior to January 1, deductions should begin as of the February pay period and be based on five equal deductions of the total amount.

Authorization received after January 1 or prior to February 15, the first deduction should begin with the March pay period, with deductions being retroactive for the February pay period, which places the employee on five equal monthly deductions of the total amount.

The Board recognizes the rights, duties and responsibilities of the Association towards its members in protecting rights in employment, as well as the good and welfare of its members and recognizes such rights as are provided by Constitution and Statutes.

RIGHTS, AUTHORITY, RESPONSIBILITIES OF THE BOARD

Subject to rights and privileges granted to the Association herein, the Board retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and Constitution of the State of New Jersey including the right:

- 1) To the executive management and administrative control of the School System and its properties and facilities, to maintain the efficiency of the school district operations entrusted to the Board, and to determine the methods, means and personnel by which such operations are to be conducted.
- 2) To hire all employees, determine their qualifications, conditions for continued employment, dismissal, promotion, transfer or to take what disciplinary action as may be required.
- 3) To determine work schedules, places of work, transfers of employees with due cause, the right to contract or subcontract any work to any person, persons, corporation or association, the right to eliminate any job and/or job classifications as designated herein, except as provided in this Agreement.
- 4) To require any employee to undergo a medical examination at least once each year as the Board may require, and may require additional individual psychiatric or medical examinations of any employee as it deems advisable. A

violation of this paragraph shall, on notice, result in suspension of the employee, without pay, until satisfactory compliance is accomplished.

5) To do all things necessary and proper to effect the foregoing powers, duties and responsibilities of the Board.

The exercise of the foregoing powers, rights, authority, duties and responsibilities by the Board, the adoption of policies, rules, regulations and practices in furtherance thereof, and the use of judgement and discretion in connection therewith shall be limited only by the specific and express terms of this agreement and then only to the extent such specific and express terms thereof are in conformance with the Constitution and statutes of the State of New Jersey and the Constitution and laws of the United States. The Board does not contend, nor shall this agreement be construed to abrogate any duties and powers provided it by Federal and State Constitutions and statutes.

NEGOTIATION PROCEDURE

On or before the 15th day of November in the school year that the agreement should expire, either party shall advise the other of the intention to discuss those matters as provided herein.

1) Requests for a meeting or meetings shall contain specific statements as to the requests to be considered.

2) A mutually convenient time shall be set within 5 days exclusive of Board designated holidays or vacations.

GRIEVANCE PROCEDURE

The Board recognizes the right of an employee who has a grievance, the right to carry his appeal to the Board. The Board recognizes the rights of public employees, guaranteed to them by the New Jersey Constitution, and in P.L. 1941 c 100 as amended and supplemented by c. 303, Laws of 1968 N.J.S.A. 34:13A et seq as to presenting and processing a grievance.

1) Definition - A "Grievance" shall mean a complaint by an employee in the bargaining unit that there has been to him a violation, misinterpretation or inequitable application of any of the provisions of the agreement or concerning working conditions.

1A) All grievances must be filed within 30 working days.

2) The employee may appeal a decision to each next higher authority in turn. The sequence shall be (beginning at the lowest appropriate level):

- a) Principal
- b) Supervisor of Custodians
- c) Board Secretary or his appointee
- d) Board of Education
- e) Arbitrator selected through N. J. Board of Mediation

Prior to each appeal, the employee shall inform the authority who last rendered a decision of his intention to appeal to the next highest authority and the Association.

3) All notices of appeals must be made in writing within 10 days of receipt of the written decision including the day of the decision to the next highest authority, otherwise the appeal shall be deemed abandoned.

4) To appeal to the Board, the Association or employee shall, in writing, notify the School Board Secretary within the designated time of its intention to appeal. A majority of the Board members shall hear the appeal at a time scheduled by the Board. A written decision shall be rendered within ten (10) working days of the hearing, which, together with any pleadings shall be submitted to the employee and the Association. The employee shall at all steps be permitted to be joined and represented by the Association.

JOB SECURITY AND SENIORITY

Whenever the Board acts with respect to promotions, transfers, assignments and lay-offs, the Board will consider and give preference to the district seniority of an employee provided he has the necessary qualifications. All employees shall be afforded a reasonable opportunity to be notified of

any job openings or vacancies together with hours of work. Nothing herein shall diminish any rights vested in an employee by tenure and the Statutes of New Jersey.

DEFINITIONS

1) Work Week and Payroll Week: Payroll week shall mean seven days from 7 a.m. on Monday to 7 a.m. on the following Monday. Normal work week shall mean 5 days from Monday through Friday. Exceptions to the normal work week may be made by the Board to cover contingencies such as snow removal.

2) Probationary Period: Shall mean and be applied to newly hired employees who are not under tenure. They shall be employed for their first ninety days at the sufferance of the Board. During the first ninety days any such employee may be discharged or suspended for any reason and without recourse.

3) Any man promoted to a new job shall serve a 90 day probationary period. At the end of such period he shall be paid retroactive to date of promotion.

HOURS OF WORK AND OVERTIME

1) All employees to whom this agreement applies will be scheduled to work a 40 hour week as defined herein. The workday shall consist of 8 hours, excluding lunch period.

2) Overtime at time and one-half base pay will be paid for authorized time worked over a 40 hour week.

3) Any activity approved by the Board after regular school hours, a day man should be assigned from the building where the activity takes place to take care of activity, only in the event there is setting up of furniture or equipment or extra cleaning involved.

4) Any emergency call-in not scheduled, a minimum of 4 hours overtime is to be paid.

5) Veterans of the United States Armed Forces honorably discharged

are eligible to receive 3 years credit on salary guide over and above the base starting salary.

6) Double time and one-half for holidays worked.

7) The School Board Secretary or his assignee has the right to determine which shift any employee shall work and to redetermine at any time what hours should compose any of the shifts. Seniority will be considered in any shift assignment. Each shift shall include a non-paid lunch period which shall be one-half hour.

8) Employees may be permitted to leave the school building during his lunch period.

EMPLOYEE REQUIREMENTS

1) The Board may change the assignments within any shift category in any emergency situation. Any change in regular assignment or transfer will consider and give preference to the district seniority of an employee provided he has the necessary qualifications and will be on notice to the Association and employee.

2) Employees recognize that their obligation to the Board is primary. Therefore, no employee shall hold any additional job that interferes with his employment with the Board of Education.

3) Newly hired employees are required to serve a ninety-day probationary period as defined herein.

MEDICAL - HOSPITAL INSURANCE

Each full time employee shall be covered by full family type hospitalization and Medical Surgical coverage together with Major Medical benefits provided at Board expense.

PERSONAL AND SICK LEAVE

1) Each employee shall be entitled to 12 sick days per year. These days shall accumulate if not used.

2) Sick leave is hereby defined to mean absence from post of duty of an employee because of personal illness, as per school law 18-A:30-1.

3) Each employee may have two (2) personal days leave each year. This shall be non-cumulative.

4) Each employee shall be entitled to 4 days leave for death in the immediate family (parents, spouse, children, sister, brother, grandparents, mother-in-law or father-in-law). A one day leave will be granted in the case of distant relatives.

5) In the event any employee is required to serve jury duty, then such employee shall receive the difference between his normal or regular pay and the amount received for jury service less the cost of travel expenses.

PAID VACATION

1) For each employee who has been employed by the Board for between 6 months to one year of service beginning as of July 1 of each year, there shall be 5 working days paid vacation.

2) For each employee who has been employed by the Board for one year up to 5 years of service beginning as of July 1 of each year, there shall be 10 days paid vacation.

3) For each employee who has been employed by the Board after 5 full years and up to 15 full years of service beginning as of July 1 of each year, there shall be 15 working days paid vacation.

4) For each employee who has been employed by the Board for 15 full years and up to 20 years of service beginning as of July 1 of each year, there shall be 20 working days paid vacation.

5) For each employee who has been employed by the Board for 20 full years of service, beginning as of July 1 of each year, there shall be 25 working days paid vacation.

The Board will attempt to reasonably arrange vacations to suit the wishes of the employees with the understanding that employees will be given a choice of vacation period in order of ^{building} seniority. All custodians are required to take at least two weeks during the summer when school is closed. A custodian with five weeks vacation is required to take at least three weeks during the summer.

Any employee who retires or resigns shall be eligible for payment of vacation on a pro-rated monthly basis of time worked.

HOLIDAYS

The following designated days shall be deemed holidays on which no employee hereby shall be obligated to work for the 1971-72 school year: -

- Independence Day
- Labor Day
- Yom Kippur
- Election Day
- Thanksgiving Thursday
- Thanksgiving Friday
- Christmas Eve
- Christmas Day
- New Years Day
- Martin Luther King's Birthday
- Washington or Lincoln's Birthday
- Good Friday
- Easter Monday
- Memorial Day
- Friday of NJEA Convention

providing, however, in an emergency the Board or its authorized agent may require any employee to work.

If any of the legal holidays fall on a Saturday or Sunday, it may be celebrated and compensated accordingly on the day preceding or the day following such holiday, providing schools are closed.

MISCELLANEOUS PROVISIONS

1) The Board will supply custodians 3 uniforms per year. New custodians will be supplied uniforms after 90 days service. The Board Secretary or his designee shall confer with the Association representatives prior to supplying uniforms.

2) Maintenance men will receive 4 uniforms and one pair of coveralls per year.

Note: Detailed list of duties required of all custodians, head custodians and maintenance personnel is attached hereto.

1971 - 1972 SALARY GUIDE

<u>STEP</u>	<u>CUSTODIANS</u>	<u>MAINTENANCE</u>
1	\$ 6200	\$ 6500
2	6430	6730
3	6660	6960
4	6890	7190
5	7120	7420
6	7350	7650
7	7580	7880
8	7810	8110
9	8040	8340
10	8270	8570
11	8500	8800

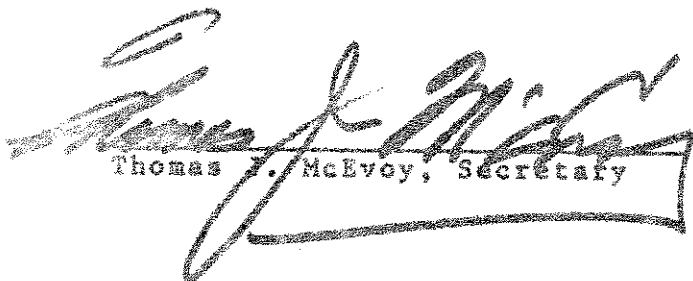
Salary Differential

Head Custodians:	Elementary	\$ 950
	Jr. High School	1250
	Sr. High School	1450
Maintenance Department:	Maint. Supervisor	1450
	Asst. to Maint. Supv.	525
	Tool Maintenance Men	400
Longevity:	10 years	200
	15 years	200
	20 years	200

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers and their seals to be hereto affixed, this 10th day of January 1972.

THE BOARD OF EDUCATION OF THE
SCHOOL DISTRICT OF THE TOWNSHIP
OF EDISON, IN THE COUNTY OF
MIDDLESEX

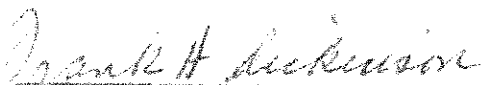
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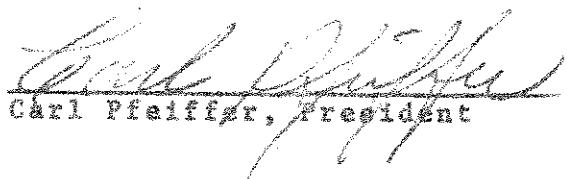

Thomas J. McEvoy, Secretary

By: 
Joseph Sherber, Vice President

ATTEST:

EDISON TOWNSHIP CUSTODIANS AND
MAINTENANCE ASSOCIATION, INC.


Frank Dickinson, Secretary


Carl Pfeiffer, President