

AGREEMENT BETWEEN THE
MAINTENANCE PERSONNEL AND CUSTODIANS OF
UNION COUNTY VOCATIONAL-TECHNICAL SCHOOLS
AND
THE BOARD OF EDUCATION OF
THE
VOCATIONAL SCHOOLS OF UNION COUNTY
JULY 1, 2020- JUNE 30,2023
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PREAMBLE

The Agreement entered into this ____ day of _____ 2021 by and between the Board of Education of the Union County Vocational-Technical Schools, hereinafter called the "Board," and the Union County Vocational-Technical Maintenance Personnel and Custodial Association, hereinafter called the "Association."

WITNESSETH:

WHEREAS, the Board and Association have an obligation, pursuant to N.J.S.A. 34:13A1 et seq. to negotiate with respect to the terms and conditions of employment; and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement;

THEREFORE, in consideration of the following mutual covenants, it is hereby agreed as follows;

ARTICLE 1

RECOGNITION

A. Unit

The Union County Vocational-Technical Schools Board of Education (hereinafter "Board") hereby recognizes the Union County Vocational-Technical Schools maintenance personnel and custodians Association (hereinafter "Association") as exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full-time and part-time custodial and maintenance personnel.

B. Definition of Employee

Unless otherwise indicated, the term "employee" 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 and vice versa.

- C. CI refers to custodial positions
HC refers to head custodial position
SM refers to specialized maintenance positions
MI refers to general maintenance positions

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

A. Policy Changes

Consistent with Chapter 123, P.L. of N.J. 1975 (N.J.S.A. 34:13A-1), 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 March 15, the Board agrees to initiate negotiations with the Association over a successor Agreement in accordance with the procedures 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 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 the 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 law and which is relevant to the subject under discussion. Either party may, if it so desires, utilize the services of outside consultants and may call upon professional and lay representatives to assist in negotiations,

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 collective bargaining agreement, they will 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 Association 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 3
GRIEVANCE PROCEDURES

A. Definitions:

1. Grievance

A "grievance" is a claim in writing by the employee or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees' terms and conditions of employment. The term "grievance" shall not include the following:

Any rule or regulation dealing with managerial prerogatives of the Union County Vocational-Technical Schools Board of Education or the State Commissioner of Education.

2. Aggrieved Person

An "aggrieved person" is the person or persons or the Association making the claim.

3. Party in Interest

A "party in interest" is the person or persons making the claim and any person, including the Association or the Board, who might be required to take action or against whom 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 as 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. A grievance to be considered under this procedure must be initiated by the grievant within fifteen (15) calendar days of its occurrence or within fifteen (15) calendar 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) calendar days are reached.

2. Level One - Immediate Supervisor- Informal Level

An employee with a grievance shall first discuss it with the Director of Buildings and Grounds 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 own time. Excepted from the operation, of the foregoing provisions are those instances in which any employee is requested by an authorized administrator to be present.

3. Level Two - Business Administrator

If the aggrieved person is not satisfied with the disposition of his grievance 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 Business Administrator.

4. Level Three-Superintendent

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision is reached within five (5) school days after the grievance was referred to the Business Administrator, then within ten (10) days after the grievance was presented to the Business Administrator, it shall be referred to the Superintendent. A decision shall be rendered by the Superintendent within fifteen (15) school days after its presentation.

5. Level Four- Advisory Arbitration

- a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within fifteen (15) 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, or fifteen (15) school days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit his grievance to arbitration as defined below; if the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen school days after receipt by the aggrieved person.
- 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 New Jersey Public Employment Relations Commission.
- c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty (20) school days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the same issues are submitted to the arbitrator. The arbitrator's decision shall be in writing and shall set forth the arbitrator's findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and 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, then all subsequent decisions arising during the same contract year shall be binding on 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 Employees to Representation

1. Employee and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself, by legal counsel or at the employee's option, by a representative selected or approved by the Association. When an employee 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 by any member of the 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 judgment 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 Level Three. 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 Levels Two and Three of the grievance procedure shall be in writing setting forth the decision and the reasons 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. Forms

Forms for filing grievances, serving notices, making appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. 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.

ARTICLE 4

EMPLOYEE RIGHTS AND PRIVILEGES

- A. The Board hereby agrees that every employee shall have the rights set forth in Chapter 123, Public Laws 1974 (NJ.S.A. 34:13A-1), as amended.
- B. Nothing contained herein shall be construed to deny or restrict to 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 or dismissed without just cause.
- D. Whenever any employee is required to appear before any administrator or supervisor, School Board, or any committee or member representative or agent thereof concerning any matter which the said administrator, supervisor, or Board knows or should have known could adversely affect the continuation of that employee in his position, employment, or the 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 during such a meeting or interview. Association representative will be on his or her own time.
- 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 5

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board and 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 allocation, agenda and minutes of all Board meetings, census data, and such information that shall assist the Association in providing that such information is not a violation of the Right to Know Act.
- 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 shall suffer no loss in pay.
- C. Representatives of the Association shall be permitted to transact official Association business on school property at all 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 for Association business. The Superintendent of Schools shall be notified in advance of the time and place of all such meetings. Approval shall be required of the Superintendent of Schools, which approval shall not be unreasonably withheld.
- E. With the approval of the Superintendent of School, the Association shall have the right to use, for Association business, school facilities and equipment including the public address system, computers, and printers, typewriters, copy machines, other duplicating equipment, calculating machines, and all types of audiovisual equipment at reasonable times when such equipment is not otherwise in use.
- F. The Association shall have the right to reasonable use of the interschool mail facilities and school mailboxes without approval of the Superintendent of Schools or other members of the administration for Association business. The Association recognizes that the Board has no responsibility or liability for delivery or misdelivery of any material. Further, said mailboxes shall not be used to distribute any material which can be construed as campaign material, reflecting issues related to political campaigns or activities in connection therewith, or in connection with any activity which is intended to or which would disrupt normal school operations. All material distributed shall bear the name of the Association.
- 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 laws.
- 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 during the life of this Agreement 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.
- J. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- K. The Association President, or his/her designee, shall be granted release time to attend periodic meetings.

ARTICLE 6

BOARD RIGHTS

- A. The Board of Education, subject only to the express written provisions of this Agreement reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations in furtherance thereof.
- B. 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 Judgment and discretion in connection therewith shall be limited only to 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 Laws of the United States.

ARTICLE 7

EMPLOYMENT

- A. It is specifically understood and agreed that all full-time members work on a twelve (12) month contract.
- B. Daily Work Hours:
 - 1. The day shift shall consist of eight (8) hours exclusive of one half (1/2) hour 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 shall be scheduled before the completion of five (5) consecutive work hours.
 - 3. There shall be two (2) uninterrupted break periods of fifteen (15) minutes each. (One in the a.m. and one in the p.m. or as applicable to the evening shift). The times should be standardized and mutually agreed upon by the employee and the immediate supervisor.
 - 4. Each employee shall be guaranteed a minimum of thirty (30) minutes of overtime pay on a daily basis, adjacent to their normal shift, for a period one hundred eighty (180) days during the time that school is in session from September through June. Employees shall be paid their overtime rate of one and one half (1.5) times their hourly salary. Effective July 01 2014, during the time that school is not in session from June through August, when "Summer" hours are in effect as per Article 8 Section A, Paragraph 2, the workday shall be increased by thirty (30) minutes each day thus making the workday during "Summer" hours an eight (8) hour day. Employees will be paid in accordance with their straight hourly rate for this time and this additional salary shall improve the employees base salary and be pensionable.
- C. The workweek shall be five (5) consecutive eight (8) hour days from Monday through Friday and shall consist of forty (40) hours per week.
- D. The Board reserves the right to change permanent work schedules of employees 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 sixteen (16) paid holidays.
- F. If district is closed for NJEA Convention Days, those custodians who work shall receive compensatory time on an hour for hour ratio.
- G. A first aid kit of suitable size will be placed in the Receiving Room. In addition, each employee shall have a first aid kit at his/her workstation.
- H. There shall be separate salary guides for Head Custodian and Maintenance Engineer.

- I. The Board has the right to place any new employee at a salary based upon the Board's assessment of his prior work experience and training.
- J. By September 1st of each year, all employees shall receive one set of foul weather gear consisting of (1) rain jacket, one (1) pair of rain pants and goulashes. Additional sets of rain gear will be provided as each employee's foul weather gear wears out. In addition, all current employees shall also receive a new set of foul weather gear on or before September 1st of each year of the contract.
- K. All attempts will be made by the Board, so by September 1st of each year, each employee will be provided with three (3) sets of uniforms for custodian and four (4) sets of uniforms for maintenance personnel to perform his or her job function. By September 1st of each year, the Board will also provide each employee with an insulated, cold weather jacket, which shall not exceed \$110.00 in cost, as needed. A committee composed of Administration and Association representatives shall be formed to select the aforementioned cold weather jacket.
- L. The Board will provide one pair of safety work boots per school year up to one hundred and fifty (\$150.00) per pair for each employee and/or one pair of insulated work boots per school year up to one hundred and seventy-five (\$175.00) per pair for each employee. The board will provide replacement safety work shoes, if the new pair wears out during the course of the school year.
- M. The Board shall provide safety glasses for all employees doing jobs, which require such equipment.
- N. All employees shall be provided with all the supplies and equipment reasonably necessary to perform their respective jobs.
- O. All employees may take continuing education courses and credit bearing Adult Postsecondary courses at the Union County Vocational-Technical Schools, tuition free.
- P. The Board shall provide all employees scheduled to work on the evening shift/night shift with a communication system - radio, cellular phone, etc., for emergency use.
- Q. The Board shall provide each employee with respiratory equipment when necessary to prevent respiratory infections.
- R. The Board shall furnish any employee assigned to work outside on a regular basis with insulated outerwear (jumpsuit), the cost of which shall not exceed one hundred and seventy-five (\$175.00) dollars for each item. This item shall remain the property of the Board and will be replaced, as the Board deems necessary.
- S. The Board shall annually provide \$5,000 per contract year for job related training. Unused monies shall be rolled over into the following year's training budget. The content of such training shall be mutually agreed to by the Board and Association. Accumulated rollovers shall be capped at \$10,000.00. Training shall be preapproved by the School Business Administrator.
- T. The salary adjustments for employees, who satisfactorily complete 150 hours of training, shall receive a salary adjustment of 5%, which will be added to their annual base salary immediately upon completion, and henceforth become part of the employee's base salary. (Base salary means the salary guide step plus any adjustments, such as longevity and other remuneration.) Employees will earn incremental adjustments of .0083 of their compensation for satisfactory completion for each 25 hours of training. This compensation will be pensionable. The 150 hours of training shall be approved by the School Business Administrator

ARTICLE 8

ASSIGNMENT OF OVERTIME

- A. Definition
1. Overtime is any time spent at regular duties or other assigned duties, consistent with this Agreement, either before or after the regular workday or week (The workweek shall be five (5) consecutive eight (8) hour days from Monday through Friday and the work week shall consist of forty (40) hours per week).
 2. Summer Hours
 - a. Summer hours for the term of this agreement shall commence upon the closing of school in June. Summer hours are comprised of five (5) days working eight (8) hours per day.
- B. The assignment of overtime shall be on a daily rotation basis, starting with the most senior employee. At the next availability of overtime, the next person on the Assignment list will have the option for overtime. In any case the employee shall have the right, at any time, to refuse said overtime, but as a result of such refusal the employee will be placed at the bottom of the overtime Assignment list
- C. Procedures for Assigning Overtime:
- A chart will be posted showing the accumulation of overtime for each employee, either worked or refused, and will be kept up to date on a weekly basis.
- D. 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 work performed on Sundays and holidays.
- E. On days when school is closed due to inclement weather or other such emergency, all employees shall work a four (4) hour day, and shall be paid at the full days rate of pay. Any time worked beyond the four of work will be compensated at the overtime rate.
- F. As long as overtime reports are submitted to the Board before the close of the business day on the 1st of each month, (or the last working day prior to the 1st of each month as the case may be), overtime payments will be received by the employees covered by this Agreement in his/her mid-month pay for the same month.
- G. A minimum of two hours overtime will be paid when an employee is asked to work overtime past their regular scheduled shift during the time when "Summer" hours are in effect.
- H. During the time that school is in session between September and June, employees working the guaranteed thirty (30) minutes of overtime adjacent to their regular shift in accordance with Article 7-Section B -Paragraph 1, shall not be precluded from additional overtime beyond the guaranteed thirty (30) minutes.
- I. Employees who respond to alarm calls during non-school hours shall be paid a minimum of two (2) hours of overtime

ARTICLE 9

EMPLOYEE EVALUATION/PROBATION OF NEW EMPLOYEES

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 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 not be required to sign blank forms. Employees may make a notation on the report that a reply to the report has been filed. Such reply shall be attached to the performance report and become part of the employee's 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 personnel file and to receive copies (one time only) at the Board's 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 personnel file unless the employee has had the opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review such material by affixing his 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 shall also have the right to submit a written answer to such material which shall be reviewed by the Superintendent or the Superintendent's designee and attached to the file copy.

3. No separate file

Although the Board agrees to protect the confidentiality of personal 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 content of the employee's file to any outside inquiry except with the written consent of the employee, or as required 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 (60) 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. Terminated from employment with the Board,
3. Granted an additional (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.
2. Unused days may be accumulated from year to year without limit. Absence beyond accumulated time will be considered on an individual basis. An illness or accident which causes an association member to be absent in excess of three (3) consecutive workdays shall require documentation by a physician.
3. 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 three (3) months of completed service. Those employed after July 31 shall, for their first year's employment, receive (1) sick day per month worked 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 year.

1. Personal

Five (5) 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 cases of an emergency) and whose approval shall not be unreasonably withheld. Any personal day(s) not utilized will be added to accumulated sick leave entitlement for succeeding years as per N.J.S.A. 18A:30-7. Not more than one employee can have a personal day at one time. Personal days may not be appended to any other holiday or recess period except on an emergency basis and approval of the Superintendent. One personal day will be allowed in order to attend the graduation ceremony of a child or a spouse, regardless if it precedes or follows any holiday or vacation period.

2. Bereavement

Up to five (5) school days at any one time in the event of the passing of an employee's spouse, registered Domestic Partner, Civil Union Partner, child, parent, brother or sister; and up to four (4) days in the event of the demise of a son-in-law, daughter-in-law, father-in-law, mother-in-law, brother-in-law or sister-in-law, grandparents or grandchildren; and up to one (1) day in the event of the death of a grandparent-in-law, aunt, uncle, niece or nephew.

In the event of the death of a person who is a member of the custodians' immediate household, the five [5] day period shall 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 has been received from the State or National Government.

4. Jury Duty

There will be no loss of pay caused by compliance with a court subpoena or jury duty when compliance is mandatory.

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 subject to any relevant laws, regulations or Board Policy.

C. Compensation for Unused Sick Leave

An employee, upon retiring or termination of employment, shall be paid an amount calculated at the rate of thirty-five dollars (\$35.00) per day for each day of accumulated sick leave as of June 30 of the prior contract up to a maximum of two hundred-fifty (250) days for twelve (12) month employees. Payment shall be made for the then contract year on the basis of thirty-five dollars (\$35.00) plus receive Twenty Dollars (20.00) per day times the number of months remaining.

D. In the event of the death of an employee, payment for all accumulated days as stated above shall be paid to his/her estate within thirty (30) days of the employee's death.

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 or three (3) months after recovery of 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 qualified employees (see B.1.b. hereof) only upon request subject to the following stipulations and limitations:

- a. Maternity leave shall commence and terminate of the date requested by the employee.
- b. Maternity leave shall not exceed 24 months and shall apply to employees only providing the employee has not received notice of termination of employment pursuant to applicable law and has worked for the Board for at least three (3) years and one (1) day.
- c. The employee shall deliver to the Board a notice in "writing of the commencement date and termination date of the requested leave no less than sixty (60) days prior to the said commencement date.
- d. Both of the aforesaid dates shall be subject to change 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 as certified by her physician. 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 the expected childbirth nor be prevented from returning to work after childbirth solely on the ground that there has not been a time lapse of specific duration between childbirth and the desired date of return unless the employee cannot perform her job function.
- h. The Board shall not remove any employee from her duties during pregnancy unless the employee is not medically able to continue their normal duties.

2. Adoption

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

C. Illness in Family

A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family (limited to spouse, children, and 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 a leave granted pursuant to Section a of this Article, an employee shall be considered as if he were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he 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 Section B, C, and D of this Article.

2. Benefits

All benefits to which a full-time employee was entitled at the time his leave of absence commenced, including unused accumulated sick leave provided he did not utilize same while on leave, shall be restored to him upon his return, and he 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, extensions or renewals shall be applied for in writing and, if granted, shall be in writing.

ARTICLE 12

INSURANCE PROTECTION

- A. The Board shall provide full health, dental and prescription plan insurance coverage for all full-time employees, and in cases where appropriate, for family-plan insurance coverage during the contract period. All employees shall contribute in a percentage of their salary for the support of their health insurance. Depending on date of hire, contribution shall be in accordance with P.L. 2011 Chapter 78 contributions or P.L. 2020 Chapter 44.
- B. The Board shall have in place an IRC Section 125 plan to insure any employee payments towards benefits will be on a pre-tax basis.
- C. Insurance Carrier
The Board may substitute other insurance carriers so long as the insurance coverage and service provided are similar to or better than those now being provided.
- D. Safety Glasses
The Board agrees to the annual reimbursement for safety glasses, at a maximum, of Three Hundred (\$300.00) dollars.
- E. Effective July 1, 2020, all new employees shall be enrolled in the School Employee Health Benefits Plan in accordance with P.L. 2020 Chapter 44.

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 Agreement constitutes Board policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board policy.
- C. Separability
If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision 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 other provision because of said invalidity.
- 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 addresses:

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

G. Past Practice

Except as this Agreement shall otherwise provide, all terms and conditions of employment in effect on the effective date of this Agreement as established by the administrative procedures, practices, rules and regulations enforced on said date, shall continue to be so applicable during the term of this Agreement

ARTICLE 14

VACATION

- A. Personnel with twelve (12) month contracts shall have vacation at times approved by the Superintendent according to the needs of the School. Requests for vacations must be processed through the Superintendent.
- B. Vacation entitlement shall be as follows:
 - 1. Zero to one (1) year- One (1) day per month worked with a limit of ten (10) days.
 - 2. One (1) year to two (2) years, inclusive- Twelve (12) days'.
 - 3. Three (3) years to five (5) years, inclusive- Fifteen (15) days.
 - 4. Six (6) years and over- Twenty (20) days.
- C. Vacation time may not be accumulated for more than two (2) years entitlement for all employees.
- 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 Superintendent. No vacation days shall be granted before or after a holiday without prior written approval of the Superintendent.
- E. Vacation entitlement may be taken as terminal leave with appropriate notification and approval of the Superintendent.

ARTICLE 15

EXPENSES

- A. When using a personal vehicle for district business, members shall be reimbursed at the NJ OMB rate.
- B. Other expenses which may be allowed, subject to approval by the Superintendent, within the maximums authorized by the Board, and permitted by law, regulation, or other policy, are:
 - 1. Road tolls and parking fees involved in business approved travel.
 - 2. Meals

ARTICLE 16

DUES DEDUCTION, REPRESENTATION FEE

A. Representation Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1, to the following June 30), which is covered in whole or in part by this Agreement, this fee shall be the maximum allowed by law.

ARTICLE 17

SENIORITY, RECALL AND TERMINATION

- A. The seniority (which is defined as an employee's total length of service with the Board beginning with his date of permanent hire) of the maintenance personnel and custodial workers covered by this Agreement, shall be based on their original date of hiring as full-time employees.
- B. Before any new employees are hired, employees on layoff status 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 employee who was on layoff status takes the available job opening, but the job pays less than the job from which he was laid off, then said employee will retain a recall right to the job from which he was laid off. Any employee who refused a recall to the job from which he was laid off shall lose recall rights to that job and his seniority. An employee's right to rehire hereunder after being laid off by the Board shall exist for one (1) year following the date of layoff.
- C. An employee shall lose seniority and his 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 immediate supervisor of the reason for such absence, unless such failure to so notify the said supervisor 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 and the employee has failed to give the Board a justifiable reason why the employee has failed to return from the leave of absence when due to so return.
 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.
- D. An employee returning from a layoff shall be placed on the salary guide at the same level he was located when the layoff took place.

ARTICLE 18

WAGES

A. Salaries

Salary guides to be developed in accordance with the following percentages. Guides shall be mutually agreed upon.

2020-2021 – 3.00%
2021-2022 – 2.95%
2022-2023 – 2.85%

In year 1 (2020-2021) of the contract, each member will receive a one-time only salary increase to base pay in the amount of \$1500.00 in addition to the salary percentage increase referenced for year 1 (3%). In Year 3 (2022-2023) of the contract, each member will receive a one-time only salary increase to base pay in the amount of \$500.00 in addition to the salary percentage increase referenced for year 3 (2.85%).

B. Black Seal License

Any employee attaining a Black Seal Boiler License will receive a pay differential in accordance with the following schedule. In addition, the Board of Education shall reimburse the employee the cost of the Black Seal Boiler License renewal fee (2016/2017 \$750.00).

2020/2021 - \$850.00

2021/2022 - \$925.00

2022/2023 - \$950.00

C. Employees shall be paid their salary in twenty-four (24) equal installments on the Fifteenth (15th) and the last day of the month. If the 15th or last day falls on a day when schools are closed, the employees shall be paid that installment on the last day school is in session.

D. On paydays the lunch break shall be forty-five (45) minutes.

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 board maintained in the Receiving Room for no less than a 72 hour period. Employees may apply within the said 72 hour period, in writing, for such vacancy. 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. The successful applicant shall hold the job to which he is appointed for a period of sixty (60) days on a trial basis. At the end of the sixty (60) day trial period, the employee will be treated in accordance with Article 10, Section C, as a probationary employee.

ARTICLE 20

DURATION OF AGREEMENT

The term of this Agreement shall be for three (3) years commencing July 01, 2020 and terminating June 30, 2023.

A duplicate of this Memorandum has been furnished to and received by representatives of the parties.

Should the execution of this Memorandum of Agreement exceed its commencement date of July 01, 2020, retroactive payment of salary and all other increases shall be made back to July 01, 2020.

IN WITNESS WHEREOF, the parties hereto cause this Agreement to be signed by their respective Presidents, attested by their respective Secretaries, and their corporate seals to be placed hereon, all on the _____ day of _____ 2021.

For the Association

BY: Dwight Oyola
President

BY: William Blew
Secretary

DATE: 11/23/21

For the Board of Education

BY: Jean Perkins
President

BY: Janet Schumann
Secretary

DATE: 11/24/2021

Exhibit A - Maintenance/Custodial Salary Guide

| | 2020-2021 | 2021-2022 | 2022-2023 |
|--|--------------|--------------|--------------|
| | 3.00% | 2.95% | 2.85% |
| Gomez, Sylvia | \$ 33,513.00 | \$ 34,502.00 | \$ 35,999.00 |
| Khan, Ian | \$ 33,513.00 | \$ 34,502.00 | \$ 35,999.00 |
| Nunez, Evelyn | \$ 34,518.00 | \$ 35,536.00 | \$ 37,064.00 |
| Alfano, Bruce | \$ 42,017.00 | \$ 43,256.00 | \$ 45,003.00 |
| Blais, William | \$ 38,761.00 | \$ 39,904.00 | \$ 41,556.00 |
| Ioannou, Andreas | \$ 38,761.00 | \$ 39,904.00 | \$ 41,556.00 |
| Oyola, Dwight | \$ 67,539.00 | \$ 69,531.00 | \$ 72,027.00 |
| Spencer, Mark | \$ 43,382.00 | \$ 44,662.00 | \$ 46,449.00 |
| Leary, Mark | \$ 76,592.00 | \$ 78,851.00 | \$ 81,613.00 |
| Moncada, James | \$ 54,079.00 | \$ 55,674.00 | \$ 57,775.00 |
| | | | |
| Custodial/Maintenance Starting Salaries | Step 1 | Step 2 | Step 3 |
| C1 | \$ 33,513.00 | \$ 34,502.00 | \$ 35,485.00 |
| HC | \$ 60,000.00 | \$ 61,770.00 | \$ 63,530.00 |
| SM | \$ 76,592.00 | \$ 78,851.00 | \$ 81,098.00 |
| M1 | \$ 54,079.00 | \$ 55,674.00 | \$ 57,261.00 |