

**AGREEMENT FOR CONTRACT YEARS**

**2005-2006**

**2006-2007**

**2007-2008**

**CEDAR GROVE BOARD OF EDUCATION**

**AND**

**CEDAR GROVE SCHOOL CUSTODIANS ASSOCIATION**

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AGREEMENT BETWEEN CEDAR GROVE BOARD OF EDUCATION  
AND  
CEDAR GROVE SCHOOL CUSTODIANS ASSOCIATION

This agreement is entered into this first day of July 2005, by and between the Board of Education of Cedar Grove, New Jersey, hereinafter called the "Board" and the Cedar Grove School Custodians Association, hereinafter called the "Association."

The Board has an obligation, pursuant to law and regulation, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment.

The parties have reached certain understandings, which they desire to confirm in this Agreement.

The Board and the Association agree as follows:

ARTICLE I TERM OF THE AGREEMENT

This agreement shall take effect on July 1, 2005 and end on June 30, 2008 but, with the approval of both parties hereto, may be renewed for successive terms of one year each, subject to such modification as may be mutually agreed upon for any such year.

ARTICLE II RECOGNITION

The Board hereby recognizes the Association as the exclusive and sole representative for negotiations as required by law for the following employees:

Custodians  
Groundskeepers  
Crew Chief

but excluding:

Part-time Hourly Custodians  
Substitute Custodians

When referring to individual employees in the above categories the term "custodian" will be used, except in Article XIV UNIFORMS.

### ARTICLE III SELECTED EMPLOYMENT PRACTICES

1. No person shall be hired as a full-time employee who receives benefits from a New Jersey Division of Pensions administered fund.
2. Prior to commencing work all full-time custodians must be examined by the School Medical Director or a medical doctor approved by the Medical Director.
3. Newly hired custodians shall not be eligible for membership in the Association during the first 60 days of employment, which shall be considered a probationary period.
4. Any custodian employed to work at multiple locations in the district shall be responsible to supply his/her own transportation to fulfill his/her work schedule. Reimbursement for mileage shall be per district policy.
5. The Supervisor of Buildings & Grounds may assign tasks to Association members that fall outside of their normal shift hours (i.e. snow removal, athletic or co-curricular events). Where such assignments involve overtime, they shall be offered to members in order of seniority, concluding with assignment as necessary to the most junior member.
6. Newly hired custodians who do not possess a Black Seal Boiler License shall earn one, and provide proof thereof to the Supervisor of Buildings & Grounds, within one year of employment, or be subject to dismissal.

### ARTICLE IV WORK YEAR

Custodians shall follow a work calendar recommended by the Superintendent of Schools and approved by the Board that includes thirteen (13) paid holidays per year. The Board shall distribute a copy of the approved calendar to each employee.

In the event any of these holidays fall within the vacation period an employee has chosen, the day(s) will not be included as part of the vacation day count.

### ARTICLE V WORK WEEK

1. Members of the Association who are assigned to a day shift will work forty (40) hours per week exclusive of lunch. Each such employee shall receive paid break time of fifteen (15) minutes in either the morning or afternoon. In addition, each such employee shall receive a thirty (30) minute unpaid meal break. No regular shift shall be more than eight (8) continuous hours, exclusive of the lunch break, on a daily basis.

Day shifts that meet this requirement include, but are not limited to, the following:

Day Hours	Shift	Total Hours Per Day	Less: Meal Break	Hours Worked Per Day	Hours Worked Per Week
6:30 a.m. ~ 3:00 p.m.	~	8.5	.5	8	40
7:00 a.m. ~ 3:30 p.m.	~	8.5	.5	8	40
9:00 a.m. ~ 5:30 p.m.	~	8.5	.5	8	40
10:00 a.m. ~ 6:30 p.m.	~	8.5	.5	8	40
10:30 a.m. ~ 7:00 p.m.	~	8.5	.5	8	40

- Members of the Association who are assigned to an evening shift will work thirty-seven and one-half (37.5) hours per week exclusive of a meal break. The reduction in total work hours on the evening shift is that shift's differential. During the hours of employment these individuals shall not leave the building or grounds. Each employee shall receive one half (1/2) hour meal break. Overtime shall be paid after thirty-seven and one half (37 1/2) hours worked. No regular shift shall be more than seven and one half (7 1/2) continuous hours, exclusive of the meal break, on a daily basis.

Evening shifts that meet this requirement include, but are not limited to, the following:

Evening Hours	Shift	Total Hours Per Day	Less: Meal Break	Hours Worked Per Day	Hours Worked Per Week
3:00 p.m. ~ 11:00 p.m.	~	8	.5	7.5	37.5
11:00 p.m. ~ 7:00 a.m.	~	8	.5	7.5	37.5

- Assignments will be scheduled so that the employee works five (5) consecutive days. The Association will guarantee availability of Saturday and Sunday employees or the Board has the right to assign them. Least senior employees shall be assigned a work week that includes weekends.
- When an employee is required and authorized to use his/her car to carry out assigned duties, reimbursement will be made at the Internal Revenue Service rate in effect at the time. Signed vouchers must be submitted as prescribed in the school calendar.
- A custodian who normally works the evening shift will be required at certain time periods (such as but not limited to summer, school recesses, and snow days) to work the day shift. At such times, the custodian will work the regular 40-hour day shift schedule.

## ARTICLE VI VACATION

1. Full-time custodians will earn ten (10) work days vacation for the first three (3) years of employment. During the first year (July 1 - June 30) of employment, a custodian serving over six (6) months will be given vacation days prorated. (Example: A custodian beginning employment on January 1 would have worked six months by June 30. This would entitle him/her to half of the vacation time for one year. This would be five (5) days.)
2. After three (3) years of employment a custodian earns fifteen (15) work days of vacation; sixteen (16) work days after the eleventh year; seventeen (17) work days after the twelfth year; twenty (20) work days after the thirteenth year.
3. Vacations will be granted and must be taken only in the contract year following the year in which they are earned.
4. Vacation days cannot be accumulative from year to year except for two (2) days that may be carried over to be taken prior to October 31<sup>st</sup> of the ensuing school year.
5. An employee leaving the school system may elect to use his/her vacation time or receive payment for it. If the employee elects payment in lieu of vacation time the rate of payment will be based on the employee's salary for the year in which the vacation was earned.
6. All vacations must be cleared with the employee's immediate supervisor and submitted to the Superintendent for approval.

## ARTICLE VII SICK LEAVE

1. Sick leave is defined to mean the absence of any employee from his/her post of duty due to illness or injury which prevents the individual from performing normal duties.
2. All full-time custodians employed by the Board shall be entitled to twelve (12) sick leave days each year. Unused sick leave days shall be accumulated.
3. Custodians shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.
4. A doctor's certificate stating the illness, the inability of the custodian to report to work, and the period of sick disability may be required.

## ARTICLE VIII EXTENDED LEAVE OF ABSENCE

A. **Types of Extended Leaves.** A custodian may apply for a variety of extended leaves of absence. Such leaves may be taken individually or in combination with each other.

1. **District extended leave** allows a custodian to be absent for an extended period of time without pay and without benefits. The three types of district extended leave are:
  - a. **General Extended Leave** may be granted at the Board's discretion for any viable reason documented by a custodian.
  - b. **Maternity Leave** may be granted for the custodian's preparation for delivery, delivery, and recovery from delivery. Within such a leave, a staff member may utilize up to a maximum of forty (40) days of accumulated sick leave and receive pay and benefits for those days.
  - c. **Child Care Leave** may be granted for child care following the delivery of or adoption of a child.
2. **Federal Family Leave** allows a custodian to be absent for specified reasons for 12 weeks within a 12-month period. Federal Family Leave is without pay but with benefits.
3. **New Jersey Family Leave** allows a custodian to be absent for specified reasons for 12 weeks within a 24-month period. New Jersey Family Leave is without pay but with benefits.

### B. Length of Extended Leaves.

1. **District Extended Leaves: Tenured Staff**
  - a. A custodian on tenure shall be granted a **General** Leave of absence at the Board's discretion without pay for up to one (1) year, inclusive of pertinent Federal and/or New Jersey Family Leave. The portion of such leave extending beyond that allowed by Federal and/or New Jersey Family Leave shall not include benefits.
  - b. A custodian on tenure shall be granted a **Maternity** Leave of absence at the Board's discretion without pay and without benefits for up to 40 days. If the custodian elects to use accumulated sick days during this timeframe, such leave will be with pay and benefits. The custodian may use up to 40 days of accumulated sick leave for this purpose.
  - c. A custodian on tenure shall be granted a **Child Care** Leave of absence at the Board's discretion according to the following stipulations:

(1) For a natural born child

(a) If the child is born on or after September 1, the staff member may request leave not to exceed the following school year.

(b) The request for such leave shall be made for an infant no older than two months.

(2) For an adopted child

If the child is pre-kindergarten age by Cedar Grove entrance age requirements on the date of adoption, a staff member may request a leave not to extend beyond the end of the academic year in which the child is adopted. It is understood that the staff member will return at the start of the next fall term.

2. **Federal and/or New Jersey Family Leave: Tenured Staff**

A custodian on tenure may be granted a Federal and/or New Jersey Family Leave in accordance with the terms and timeframes provided by law.

3. **District Extended Leaves: Nontenured Staff**

a. A custodian who is nontenured is not eligible to request a District **General** Extended Leave.

b. A custodian who is nontenured shall be granted a District **Maternity** Leave of absence at the Board's discretion without pay and without benefits for up to 40 days. If the custodian elects to use accumulated sick days during this timeframe, such leave will be with pay and benefits. The custodian may use up to 40 days of accumulated sick leave for this purpose.

c. A custodian who is nontenured shall be granted a District **Child Care** Leave of absence at the Board's discretion according to the following stipulations:

(1) For a natural born child

(a) The Child Care Leave may not extend beyond the end of the academic year in which the child is born.

(b) The request for such leave shall be made for an infant no older than two months.

(2) For an adopted child

If the child is pre-kindergarten age by Cedar Grove entrance age requirements on the date of adoption, a staff member may request a leave not to extend beyond the end of the academic year in which the child is adopted. It is understood that the staff member will return at the start of the next fall term.



4. **Federal and/or New Jersey Family Leaves: Nontenured Staff**  
A custodian who is nontenured may be granted a **Federal and/or NJ Family Leave** in accordance with the terms and timeframes provided by law.
5. Where a leave of absence is granted for a full school year, all extensions or renewals of such leave shall be applied for, in writing, by March 1 of the calendar year in which the extension is requested and may be granted at the Board's discretion.
6. A custodian's unused accumulated sick leave, position on the salary guide, and the longevity status to which he was entitled at the time his leave of absence commenced shall be restored to him upon his return.

**C. Procedures**

1. All requests for extended leaves of absence must be submitted in writing to the Chief School Administrator and must specify the following:
  - a. The type(s) of leave(s) that is (are) being requested (Federal Family Leave, NJ Family Leave, District General Leave, District Maternity Leave, District Child Care Leave)
  - b. The dates of the requested leave(s)
  - c. The purpose for the requested leave(s).
2. Request for leaves that are foreseeable shall be submitted at least 60 days in advance of the beginning of the leave.
3. District Maternity Leave
  - a. A custodian shall notify the Chief School Administrator of her pregnancy as soon as possible so that a suitable replacement may be secured.
  - b. The custodian shall notify the Chief School Administrator of her intention to utilize accumulated sick leave up to a maximum of forty (40) days during the period of disability.
  - c. The custodian shall submit a physician's statement attesting to her general health, how long she may continue normal teaching, the expected date of birth, and the expected date of return.
  - d. Prior to returning to work, the custodian shall submit a physician's statement certifying the custodian's ability to resume normal teaching duties.
  - e. A statement of intent to return to normal duties shall be submitted to the Chief School Administrator no later than March 1 of the leave year.

4. District Child Care Leave
  - a. Notice of the commencement of child care leave shall be submitted to the Chief School Administrator no less than sixty (60) days prior to the start of the leave and shall include commencement and termination dates of such leave.
  - b. Application for child care leave may be included in the request submitted for maternity leave.
  - c. A statement of intent to return to normal duties shall be submitted to the Chief School Administrator no later than March 1 of the leave year.

**D. Benefits and Salary**

1. Leaves granted under this article are without salary, except as provided in District Maternity Leave through the use of accumulated sick leave.
2. Employees on District General Leave shall be entitled to no benefits.
3. Employees on District Maternity Leave shall be entitled to no benefits if accumulated sick leave is not utilized. If accumulated sick leave is utilized, benefits will continue for the duration of such use.
4. Employees on District Child Care Leave shall be entitled to no benefits.
5. Employees on Federal and/or New Jersey Family Leave shall be entitled to benefits as provided by law.
6. When an employee combines District Maternity Leave and/or District Child Care Leave with Federal and/or New Jersey Family Leave, benefits shall be provided as per the Federal and/or New Jersey Family Leave rules.
7. A custodian desiring to continue health insurance coverage during a leave may purchase any or all available coverage as permitted by the carrier by paying in advance to the Board the premium rates charged to the Board by its insurance carrier.

**ARTICLE IX ABSENCES**

1. **Absence for Business That Cannot be Handled Outside of School Hours**

It is understood that attendance at work is a contractual obligation which must be taken seriously. This being the case, personal days are not to be taken except to handle business which cannot be scheduled outside of school hours. A custodian shall submit the personal day request for, with the reason for the request stated, to his/her supervisor as far in advance as possible when he/she expects to be absent for personal business. It shall be understood that when an absence will create problems in the normal operation of the school, the supervisor may ask the custodian to request a different day, if

possible, for the conduct of his/her personal business.

Reasons for such days include but are not limited to:

- |                          |   |
|--------------------------|---|
| a. Marriage              | f. Accidents, fire                                      |
| b. Court appearance      | g. Family illness (husband, wife, child living at home) |
| c. Academic examinations | h. House closing  |
| d. Graduation exercises  | i. Personal family business                             |
| e. Religious holy days   |   |

In those cases where an emergency personal day has been taken, without prior approval, the custodian will document the absence by submitting the appropriate form to his/her supervisor within 2 days of his/her return to work. Failure to follow this procedure will result in a salary deduction of 1/240 for the emergency personal day.

Each custodian may be granted four (4) such personal days per year. Up to two (2) unused personal days may be accumulated annually as sick leave entitlement applicable during the following years for personal illness or retained for reimbursement at retirement in accordance with the clause on Separation Pay in the annual Salary Guide.

2. Bereavement.

Five (5) days absence will be permitted when death occurs in the immediate family. Immediate family is generally considered to be husband, wife, son, daughter, mother, father, son-in-law, daughter-in-law, mother-in-law, father-in-law, brother, sister, brother-in-law, sister-in-law, grandparent, grandchild, and domestic partner as defined by the NJ Domestic Partnership Act. One day's absence will be permitted, if necessary, to attend the funeral of an uncle, aunt, niece, nephew, and cousin. Any modification or extension of this leave may be granted for just cause on recommendation of the Chief School Administrator.

3. The above days shall not be accumulative excepted as noted.

4. Salary Deduction

A salary deduction of 1/240 for custodians will be made for time in excess of that permitted. The Superintendent will report to the Board those people who exceed the allowable number of days, plus accumulation where permitted. Adjustments in salary will be made within a two-month period. Each case will be handled on its own merit by the Superintendent for recommendation to the Board. Final salary adjustments, if necessary, will be made in June.

## ARTICLE X GRIEVANCES

1. Definition

A "grievance" is a claim by an employee based upon the interpretation, application or violation of the Agreement, policies or administrative decisions

affecting the terms and conditions of his employment. The Association may process such a grievance if the grievant does not wish to do so.

To be considered under this procedure, a grievance must be initiated by the grievant within fourteen (14) calendar days from the time the grievant knew of should have known of its occurrence.

2. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

3. Procedure

a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.

b. The number of days 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.

c. It is understood that the aggrieved employee shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievances and any effect thereof shall have been fully determined.

d. Level One

Any employee who has a grievance shall discuss it first with his immediate supervisor or building principal in an attempt to resolve the matter informally at that level.

e. Level Two

If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his grievance, in writing, to the Supervisor of Buildings and Grounds within five (5) school days specifying:

1. The nature of the grievance and the provision or provisions of the Agreement violated;
2. The nature and extent of the loss, injury or detriment;

3. The results of previous discussions;
4. His dissatisfaction with decisions previously rendered and the relief and/or adjustment sought.

The Supervisor of Buildings and Grounds shall communicate his decision to the employee, in writing, within ten (10) school days of receipt of the written grievance.

f. Level Three

The employee, no later than five (5) school days after receipt of the decision in Level Two, may appeal the decision, in writing, to the Superintendent of Schools, who shall communicate his decision, in writing, to the employee within ten (10) school days.

g. Level Four

If the grievant is not resolved, the employee may, within five (5) school days, appeal his grievance, in writing, to the Board of Education through the Superintendent of Schools, who shall attach all related papers and forward the appeal to the Board. The Board, or a committee thereof, shall review the grievance and may hold a hearing with the employee. The Board shall render a decision, in writing, within thirty (30) school days of receipt of the written grievance.

h. If the decision of the Board does not resolve the grievance to the satisfaction of the Association and the Association wishes review by a third party, it shall so notify the Board, in writing, within ten (10) school days of receipt of the Board's decision.

i. Within ten (10) school days after receipt of the request for arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree, a request for a list of arbitrators shall be made jointly to the American Arbitration Association. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

j. The arbitrator shall limit himself to the issues submitted to him and shall not add to nor subtract anything from the Agreement between the parties. The arbitrator's decision shall be advisory only. The parties shall be responsible for all costs incurred by each and only the fees and expenses, if any, of the arbitrator shall be shared by each party paying one half.

## ARTICLE XI SALARY

1. All increments and changes in grades are granted on the recommendation of the Superintendent of Schools and with the approval of the Board.

2. Following the second year of employment a custodian may be advanced a maximum of two steps on the salary guide for experience which the custodian directly utilizes during this employment for the benefit of the district.
3. Overtime
  - a. When authorized, overtime will be paid at one and one half (1 1/2) the base rate as follows:
    1. Day shift, after forty (40) hours in any one week (Sunday through Saturday).
    2. Evening shift, after thirty-seven and one half (37.5) hours in any one week (Sunday through Saturday).

School holidays shall count toward the workweek for the purpose of computing overtime.

- b. Custodians working New Year's Day, Thanksgiving Day or Christmas Day will be entitled to overtime at two (2) times the base rate.
  - c. When an employee (other than a crew chief) is assigned a building check by the Coordinator or Superintendent, he/she will spend at least two (2) hours overtime in checking the building and working and be paid overtime.
  - d. Hours worked in excess of the normal work week shall be rounded off to the nearest half-hour for purposes of overtime payment.
4. To continue receiving recognition for the boiler license, a custodian must annually be able to exhibit (verbally, written or physically) the practice and operational functions of a Black Seal License holder as part of the annual evaluation by the Supervisor of Buildings and Grounds. If this basic knowledge cannot be exhibited during the initial demonstration by the employee, every effort will be made to ensure that the holder of the license be given the opportunity to correct the deficiencies by the end of school in June. Details of the process will be developed by the Supervisor of Buildings and Grounds and the Superintendent of Schools.

6. LONGEVITY:

	2005-2006	2006-2007	2007-2008
Year 7			
Year 11	see potential salary guides for amounts		
Year 16			

7. Longevity shall be added to and considered part of base salary.

8. Salary and longevity credit: Employees hired prior to January 1 will be credited with a full year towards salary guide advancement and longevity.
9. When, in the judgment of the Board or its authorized administrator(s), weather conditions or other emergencies make working conditions temporarily unsafe or unhealthy, unit employees may be released from work without loss of pay.
10. Custodians who are required to work when schools are closed by inclement weather shall be released, without loss of pay or time, when their job responsibilities are completed.
11. Any certified employee performing asbestos removal or repair, containment or related work shall be paid \$12.00 per hour above their regular hourly rate for each hour of such work. If work is done at a time that would ordinarily be compensated at an overtime rate, the compensation rate shall be the overtime rate + \$12.00 per hour.
12. SEPARATION PAY:
  - a. Formula A: After seven (7) years of service to the district, a custodian shall be entitled at retirement to separation pay for a maximum of 150 accumulated sick days compensated at the rate of \$50 per day. In the event of a custodian's death, this benefit shall be paid to the estate.
  - b. As an exception to the above, any member whose accumulated sick days exceed 150 days on July 1, 2005 will be compensated at retirement according to his choice of Formula A above or Formula B below:

Formula B: Upon a custodian's retirement after seven (7) years of service in Cedar Grove, 90% of his accumulated sick days shall be compensated at the rate of \$40 per day.
  - c. If total separation pay exceeds \$1000, payment shall be in two parts. The first of two equal payments shall be made in January of the school year following retirement. The second payment shall be made in January of the second school year following retirement. For separation pay totaling \$1000 or less, payment shall be made in January of the school year following retirement.
13. STIPENDS:
  - A. Retention of Boiler License stipend in Grade I:

All custodians upon gaining a boiler license shall be placed on the appropriate step of the Grade I salary guide.

B. Van License stipend shall continue for the two Association members who received it in 2004 – 2005 at the rate of \$200 for 2005-2006 It shall be paid upon proof of a current commercial driver license. The stipend shall be eliminated as of 2006-2007 and thereafter.

C. CGHS Crew Chief - \$1750

The Association recognizes the Board of Education's need to monitor its custodial operation in the high school and, furthermore, recognizes the role of the Crew Chief in such monitoring. Accordingly, the Association agrees that it shall be acceptable practice for the Crew Chief to:

- Delegate and designate tasks to be accomplished
  - Schedule tasks and time for those tasks
  - Communicate to custodial staff regarding the quality of their work
  - Report inconsistencies in required job performance (i.e., lateness, lack of attention to duties)
1. At the first instance of inconsistency in required job performance, the Crew Chief will discuss this issue with the custodian and document the discussion on the appropriate form, to be retained by both parties.
  2. At the next instance of the inconsistency in job performance, the Crew Chief will inform the Supervisor of Buildings and Grounds, who will conduct a conference with the Crew Chief and the custodian to discuss:
    - a. The specific issue that is causing problems
    - b. Avenues for resolution of the issue
  3. Any further instances of inappropriate behavior will be reported to the Supervisor of Buildings and Grounds for his/her investigation and action.



**SALARY GUIDE  
2005-2006**

<b>STEP</b>	<b>GRADE II</b>	<b>GRADE I</b>
1	27,850	28,850
2	28,350	29,350
3	28,850	29,850
4	29,350	30,350
5	29,950	30,950
6	30,750	31,750
7	31,750	32,750
8	32,750	33,750
9	34,000	35,000
10	35,600	36,600

**SALARY GUIDE  
2006-2007**

<b>STEP</b>	<b>GRADE II</b>	<b>GRADE I</b>
1	28,625	29,625
2	29,175	30,175
3	29,725	30,725
4	30,275	31,275
5	30,875	31,875
6	31,475	32,475
7	32,575	33,575
8	33,775	34,775
9	34,975	35,975
10	36,750	37,750

**SALARY GUIDE  
2007-2008**

<b>STEP</b>	<b>GRADE II</b>	<b>GRADE I</b>
1	29,925	30,925
2	30,475	31,475
3	31,025	32,025
4	31,575	32,575
5	32,175	33,175
6	32,875	33,875
7	33,775	34,775
8	34,975	35,975
9	35,475	36,475
10	37,925	38,925

## ARTICLE XII EMPLOYMENT PRACTICES

1. Consideration shall be given for length of service to the district, qualifications, past performance, and work record in determining eligibility for promotion and transfers in position or shift. In dismissals due to a reduction in the number of custodians, primary consideration shall be given for seniority in the district.
  - A. Seniority RIF - "Seniority" shall be defined as years of employment in the district. Employees shall be rified in inverse order of their seniority. Riffing shall occur when the Board reduces employee positions for reasons consistent with the law."
  - B. Recall Rights - Employees recalled under this provision shall have restored all rights and benefits of this agreement based upon years of service as defined by this agreement. They would have restored to them the years of service earned when they were rified and regain those benefits frozen by the period of non-employment and now thawed by the recall. These rights and benefits would include, but not be exclusive of tenure, sick leave, longevity, unused sick leave pay, personal days, placement on the salary guide, vacation, maternity/child care leave, insurance coverage, etc.
  - C. Seniority Recall - The district shall keep a list of addresses of all rified employees. It shall be the responsibility of the employees to keep the Board apprised of the most current mailing address. When either a vacancy occurs or a new position is created the Board shall recall employees beginning with the most senior person. Employees shall be notified, in writing, by certified mail. The employee has sixty (60) days in which to notify the Board, in writing, by certified mail, of his intention to return to work. Subsequent to such notice the employee has sixty (60) days from the date of the written notice's postmark to return to work and reclaim the job. Any employee failing to comply with the sixty (60) day notification period shall forfeit any and all rights of recall.
2. When a vacancy occurs in the school district:
  - a. A notice of each vacancy shall be posted in every school building and the Board office for a minimum of ten (10) working days. The notice shall include: the job title, duties, qualifications, shift and location.
  - b. The President of the Association shall receive a copy of said notice at the time of posting.
  - c. Applicants must apply, in writing, to the Superintendent or designee.
  - d. All in-district applicants with required qualifications will be interviewed.
  - e. Employees desiring a change of position or transfer should notify the Superintendent or designee in writing.

### 3. Evaluation

- a. Custodial, Groundskeeping, and Transportation personnel who are under contract shall be evaluated by persons determined by the Superintendent of Schools at least once each work year.
- b. All observations of work performance shall be conducted openly. It is understood that evaluators will make their methods known. A copy of the forms and procedures will be given to each employee in advance.
- c. A staff member shall be given a copy of any evaluation report. No person shall be required to sign a blank or incomplete evaluation form. The signing of the form is an indication that the staff member has read the report. A signed written rebuttal and/or comments may be made within ten (10) working days of the receipt of the evaluation report.
- d. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any such action asserted by the Board or any agent or representative thereof, shall be subject to the grievance procedure herein set forth. Any dismissal or suspension shall be considered a disciplinary action and shall at the option of the employee, be subject to the grievance procedure.

## ARTICLE XIII INSURANCE PROGRAM

### A. Medical Coverage:

1. For employees covered by this agreement and working half (1/2) time or more, the Board shall pay the full premium for Managed Care health insurance coverage (currently Horizon Direct Access) for the employee and his/her immediate family (spouse and eligible children).
2. Employees covered by this agreement, working half (1/2) time or more, and hired before July 1, 2005 may select Traditional health insurance coverage for the employee and his/her immediate family (spouse and eligible children) under the following terms:
  - 1) during the 2005-2006 school year, the Board will pay the full premium.
  - 2) during the 2006-2007 school year, the employee who elects to stay in the Traditional plan will contribute 10% of the difference between the cost of Traditional and managed care coverage. Deductions will be made each pay period.
  - 3) during the 2007-2008 school year, the employee who elects to stay in the Traditional plan will contribute 20% of the difference between the cost of Traditional and managed care coverage. Deductions will be made each pay period.
- c. Employees hired on or after July 1, 2005 shall be enrolled in the Managed Care plan.

- d. In 2006-2007, the deductible for Traditional will increase to \$200/\$400 and continue at that rate for the term of the contract.
- e. In 2006-2007, the copay for Managed Care will increase to \$10 and continue for the term of the contract.
- f. An employee may choose to “opt out” of medical benefits and be reimbursed according to the following schedule:

Opt out for Single	\$1400
Opt out for Parent/Child	\$2000
Opt out for Husband/Wife	\$3000
Opt out for Family	\$3500

- a. The employee must notify the Business Administrator of his/her desire to “opt out” in writing, complete the required forms provided by the Business Administrator, and provide proof of health insurance from another source no later than 10 calendar days prior to the first day of the month in which the “opt out” is to begin.
  - b. Payment of the “opt out” incentive will be made in two installments, one in January of the school year and one at the end of the school year in June.
2. Prescription Coverage: The Board shall provide and administer a prescription drug plan for the employee and eligible dependents based on a \$5-\$10 co-pay plan during the first and second years of the contract. In the third year of the contract, prescription benefits change to a \$5-\$10 co-pay plan.

The carrier may be changed from time to time at the discretion of the Board after consultation with the Association.

- 3. Dental Coverage: The Board agrees to pay the cost of full family dental coverage for each employee.
- 4. The individual staff member shall be responsible for completion and filing of application forms with the Business Administrator. Coverage will become effective in accord with the terms of the insurance contracts held by the Board.
- 5. The Board and the Association are greatly concerned with the ever increasing cost of employees’ and their dependents’ hospitalization and the unnecessary waste of insurance premium dollars due to the failure of employees to notify the Business Administrator’s office of a change in status. Therefore, in an effort to avoid the unnecessary waste of insurance premium dollars, each staff member shall be required to list annually on a form distributed by the Business Administrator his/her eligible dependents with their birth dates and file said list in the Business Administrator’s office by May 15 for the following year.

ARTICLE XIV UNIFORMS

For the purpose of this Article,

- “**uniform**” is defined as articles of clothing provided by the Board including shirts of various styles, pants, shorts, shoes, jackets, hats, rain jackets, and rain pants;
- “**custodian**” is defined as a member of this Association whose regular assignment is inside a district building;
- “**groundskeeper**” is defined as a member of this Association whose regular assignment is outside of any one building and whose responsibilities are district-wide.

Each member of the Association will be supplied uniforms according to the following schedule:

**Custodians**

<b>Term of Employment</b>	<b>Uniform Provided</b>	<b>Maximum Cost to Board</b>
One (1) month	One shirt and one pair of pants.	05/06 \$34 06/07 \$36 07/08 \$38
Six (6) months	Two additional shirts plus two additional pair of pants (total of three each).	05/06 \$68 06/07 \$72 07/08 \$76
Twelve (12) months	Four additional shirts plus four additional pair of pants (total of seven each) An employee may request a substitution for articles with an equal value.	05/06 \$136 06/07 \$144 07/08 \$152
Every year thereafter, no later than December 31 <sup>st</sup>	Four shirts plus four pair of pants. An employee may request a substitution for articles with an equal value.	05/06 \$136 06/07 \$144 07/08 \$152

**Groundskeepers**

<b>Term of Employment</b>	<b>Uniform Provided</b>	<b>Maximum Cost to Board</b>
One (1) month	One shirt and one pair of pants.	05/06 \$34 06/07 \$36 07/08 \$38
Six (6) months	Three additional shirts plus three additional pair of	05/06 \$182 06/07 \$188

	pants (total of four each) plus one pair of shoes. An employee may request a substitution for articles with an equal value.	07/08 \$194
Twelve (12) months	Four additional shirts plus four additional pair of pants (total of eight each) plus one pair of shoes. An employee may request a substitution for articles with an equal value.	05/06 \$216 06/07 \$229 07/08 \$237
Every year thereafter, no later than December 31 <sup>st</sup>	Four shirts plus four pair of pants plus two pair of shoes. An employee may request a substitution for articles with an equal value.	05/06 \$300 06/07 \$314 07/08 \$332

If a member chooses to request uniforms that cost more than the maximum shown above, the difference between the total cost and the allocated amount may be deducted from the next regularly scheduled pay if not otherwise prepaid.

All uniform shirts and jackets are to be returned to the Board when an employee leaves his position. All uniform purchases will be made under the direction of the Supervisor of Buildings & Grounds.

Each member must wear a uniform provided by the Board when he is on the job. Uniform T-shirts and shorts may only be worn when school is not in session for students.

ARTICLE XV PAYROLL DEDUCTION OF ASSOC. DUES & SALARY PAYMENT

1. An employee who wishes to have the Board deduct the amount of the regular monthly Association dues from his/her pay for transmittal to the Association shall execute a written authorization for such deduction, provided such deduction shall be equal for all employees in the unit electing such option. Only those dues of the recognized bargaining unit and its affiliates shall be deducted.
2. Representation Fee
  - A. Purpose of Fee  
If an employee does not become a member of the Association during any membership year (i.e., from Sept. 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.



B. Amount of Fee/Notification

Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be determined by the Association in accordance with the law.

C. Deduction and Transmission of Fee

1. Notification: On or about the 15th of September of each year the Board will submit to the Association, a list of all employees in the bargaining unit. On or about December 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.
2. Payroll Deduction Schedule - The Board will deduct from the salaries of the employees referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January.
3. Termination of Employment - If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under the Article, the Board will deduct the unpaid portion of the fee from the past paycheck paid to said employee during the membership year in question.
4. Mechanics - Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.
5. Changes - The Association will notify the Board, in writing, of any changes in the list provided for in paragraph 1 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.
6. New Employees - On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30 day period. The list will include names, social security numbers, job titles, dates of employment and places of assignment for all such employees. The Board will also notify the Association of any change in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, death.
7. Pay Periods - Employees shall be paid in equal semi-monthly salary payments

based upon the salary schedules which are part of this agreement. Checks will be received by the employees on the fifteenth (15th) and thirtieth (30th) days of each month. When payday falls on a weekend or a custodial holiday, check will be issued on the last previous workday. Employees on the night shift shall receive paychecks one (1) day prior to the regular payday.

8. Direct Deposit - For each staff member hired on or after July 1, 2005, payment shall be by direct deposit to the bank account of the custodian's choice.

#### ARTICLE XVI ASSOCIATION RIGHTS AND PRIVILEGES

- A. Information from the district - The Board agrees to furnish to the Association 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, directory of all personnel in the unit and all changes that may arise, tentative budgetary requirements and allocations, agendas, and minutes of all Board meetings, census data, and such other 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 necessary for the Association to process any grievance or complaint.
- B. Meetings during working hours - 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 of pay.
- C. Association business - Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.
- D. Use of school buildings - The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings. The principal of the building in question shall be notified in advance of the time and place of all such meetings.
- E. Inter-school mail use - The Association and its officers and representatives shall have the right to use the school mail and mail boxes for Association business.

#### ARTICLE XVII JOB SECURITY

In the event that the Board of Education should decide to subcontract custodial services in the district, the Board agrees to provide all custodians with a sixty (60) calendar day notification of termination of services. Additionally, the Board will reimburse all custodians so terminated for accumulated, unused sick days at the current negotiated rate.

ARTICLE XVIII EDUCATIONAL REIMBURSEMENT FUND

The Board will provide the following funds to reimburse employees for courses taken that are designed to assist employees in the advancement of their professional skills:

2005-2006	Fund of \$4,000
2006-2007	Fund of \$4,100
2007-2008	Fund of \$4,200

The employee with the Superintendent or designee will work out the course to be taken on an individual basis. Reimbursement will be paid upon proof of payment for the course and of successful completion of the course. Such proof must be presented by the first working day of a month in order to receive payment in the following month.

Distribution of the fund shall be on a first-come, first-served basis for approved courses. The maximum reimbursement for any one employee shall be \$850. If funds permit, an employee may receive additional reimbursement on a first-come, first-served basis.

ARTICLE XIX DURATION OF AGREEMENT

This agreement shall take effect on July 1, 2005 and end as of June 30, 2008.

IN WITNESS WHEREOF, the Board and the Association have caused this Agreement to be signed as of the date first above mentioned.

WITNESS: CEDAR GROVE BOARD OF EDUCATION

\_\_\_\_\_  
Alan M. Chadrijan, Board Secretary

By: \_\_\_\_\_  
Philip Tully, President

Dated: \_\_\_\_\_

WITNESS: CEDAR GROVE CUSTODIAN ASSOC.

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
President

Dated: \_\_\_\_\_