

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

PREAMBLE

RUTGERS UNIVERSITY
OFFICE OF THE
VICE CHANCELLOR
FOR HUMAN
RESOURCES

This agreement is entered into this first day of July 1990, 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, 1990 and end on June 30, 1992, 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 full-time employees:

- Head Custodians
- Head Groundskeeper
- Custodians
- Groundskeepers
- Van Driver

When referring to individual employees in the above category the term "custodian" will be used.

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.

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 hours between 7 a.m. and 6 p.m. will work forty (40) hours a week exclusive of lunch. Each such employee shall receive a one (1) hour lunch break. No regular shift shall be more than eight (8) continuous hours, exclusive of the lunch break, on a daily basis.
2. Members of the association who are assigned hours between 2 p.m. and 7 a.m. (evening and night-shift) will work thirty seven and a half (37½) hours exclusive of lunch or supper. During the hours of employment these individuals shall not leave the building or grounds. Each employee shall receive one half (½) hour lunch or supper break. Overtime shall be paid after thirty-seven and one half (37½) hours worked. No regular shift shall be more than seven and a half (7½) continuous hours, exclusive of the meal break, on a daily basis.
3. Assignments will be scheduled so that the employee works five (5) consecutive week days (Monday through Friday). The Association will guarantee availability of Saturday employees or the Board has the right to assign them.
4. 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.

ARTICLE VI VACATION

1. Custodians are entitled to ten (10) work days vacation during the first five (5) years. During the first year (July 1 - June 30) of employment a custodian serving over six months will be given vacation days prorated. Following the sixth (6) year of service through the tenth (10) year an additional day will be granted for a total of three (3) weeks. Then following the sixteenth (16) through the twentieth (20) year an additional day vacation will be granted each year until a maximum of twenty (20) days is reached.
2. Vacations will be granted and must be taken only in the contract year following the year in which they are earned.
3. Vacation days cannot be accumulative from year to year.
4. 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.
5. 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.

EXTENDED LEAVES OF ABSENCE

1. At the Board's discretion an employee may be granted a leave of absence of up to one year without pay.
2. All extensions or renewals of such leaves must be applied for in writing by March 1 of the calendar year in which the leave is requested.
3. Employees on a leave granted under the provisions of this Article who wish to continue their health benefits must make arrangements for payment of premiums with the Board Secretary's office.
4. An employee's unused accumulated sick leave and position on the salary guide to which he/she was entitled at the time the leave commenced shall be restored upon the employee's return.

MATERNITY LEAVE

1. **Definition:** Leave for the purpose of giving birth to a child and the subsequent recovery of the mother.
2. **Employee options:** The employee may elect to use accumulated sick leave for scheduled work days during a period of up to 30 calendar days prior to the estimated date of delivery and for scheduled work days up to 30 calendar days following the date of delivery. Should the employee's doctor certify that either or both the pre-partum or post-partum disability will be "atypical" the employee may utilize accumulated sick leave beyond the normal 30 calendar days.

The employee may elect to request unpaid leave during the time periods specified above.

The employee may elect to use a combination of sick leave and unpaid leave during the time periods specified above.

CHILD CARE LEAVE

1. A tenured employee may be granted an unpaid leave of absence for child care purposes under the following conditions:
 - a. For a natural born child
 1. If the child is born on or after January 31, the staff member may request leave not to exceed the following year.
 2. If the child is born prior to January 31, the staff member shall return the following September.
 3. The request for such leave shall be made for an infant no older than two months.
 4. Non-tenured staff members may request child care leave not to extend beyond the end of the academic year in which the child is born.
 - b. For an Adopted Child

If the child is of pre-kindergarten age by Cedar Grove entrance age requirements at the time of adoption, the employee may request a leave of not more than one school year. It is understood that the employee will return at the start of the fall term.

PROCEDURES

1. Maternity
 - a. The employee should notify the Superintendent of her pregnancy as soon as possible so that a suitable replacement may be found.
 - b. It is required that a physician's statement, attesting to her general health, how long she may continue normal employment, the expected date of birth and expected date of return shall be submitted.
 - c. Prior to returning to work, the employee shall submit a physician's statement certifying her ability to resume normal duties.
2. Child Care
 - a. Notice of the commencement of child care leave shall be submitted to the Superintendent no less than sixty (60) days prior to the leave's start 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.
3. A statement of intent to return to normal job duties for either of these leaves or a combination of them shall be submitted to the Superintendent no later than March 1.

BENEFITS, SALARY

1. Leaves granted under this article are granted with or without salary as prescribed by law.
2. Employees on such leave shall be entitled to no benefits while on leave except as provided by law.

3. An employee wishing to continue health insurance coverage 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 VIII ABSENCES

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

Occasionally a custodian needs to be away from work. The custodian must submit a request on the "Request for Absence Form" to the Superintendent of Schools through his building principal sufficiently in advance to permit proper coverage of the custodian's absence. Each custodian may request not more than four (4) days per year. Examples are as follows:

- | | |
|--------------------------|--|
| 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 | |

2. Death

Three (3) days absence will be permitted for the custodian when death occurs in the immediate family. Immediate family is considered to be husband, wife, son, daughter, mother, mother-in-law, father, father-in-law, brother or sister. One (1) day's absence will be permitted, if necessary, to attend the funeral of a grandparent, in-law, niece, nephew, uncle or aunt. Any extension of this leave may be granted for just cause on recommendation of the Superintendent of Schools.

3. The above days shall not be accumulative.

4. Salary Deduction

A salary deduction of 1/250 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 IX 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 or 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 grievance 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 Director of Maintenance and Custodial Services 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 Director of Maintenance and Custodial Services 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 grievance 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 X SALARY

1990-91 - 8.5%

1. Salaries for members of the Association are based upon the following guides.

1990-1991 SALARY GUIDE

<u>Step</u>	<u>Van Driver</u>	<u>Grade III</u>	<u>Grade II</u>	<u>Grade I</u>
1	15,800	16,250	18,700	20,000
2	16,500	16,950	19,400	20,600
3	17,200	17,650	20,000	21,000
4	17,900	18,350	21,100	22,000
5	18,600	19,050	22,500	23,400
6	19,300	19,800	24,800	25,800

SEPARATION PAY: After fifteen years of service in the Cedar Grove School District an employee shall be entitled, upon leaving, to separation pay based on the following:

Accumulated, unused sick days shall be reimbursed at the rate of \$15.00 per day from the first to 150th day (maximum).
1991-92 the rate shall increase to \$18.00 per day.

Retention of Boiler License stipend in Grade I.

Van license stipend of \$200.

STIPENDS: Elem. Head Custodian - \$2,650
High School Head Cust. - \$3,600

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

1. Salaries for members of the Association are based upon the following guides.

1991-92 - 8.5%

1991-1992 SALARY GUIDE

<u>Step</u>	<u>Van Driver</u>	<u>Grade III</u>	<u>Grade II</u>	<u>Grade I</u>
1	16,775	17,250	19,400	20,300
2	17,475	17,950	20,200	21,000
3	18,175	18,650	20,800	21,800
4	18,875	19,350	21,800	22,600
5	19,575	20,050	23,300	23,800
6	20,275	20,800	25,800	26,650

SEPARATION PAY: After fifteen years of service in the Cedar Grove School District an employee shall be entitled, upon leaving, to separation pay based on the following:

Accumulated, unused sick days shall be reimbursed at the rate of \$15.00 per day from the first to 150th day (maximum).
1991-92 the rate shall increase to \$18.00 per day.

Retention of Boiler License stipend in Grade I.

Van license stipend of \$200.

STIPENDS: Elem. Head Custodian - \$2,900
High School Head Cust. - \$4,000

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

ARTICLE X SALARY (Continued)

2. All increments and changes in grades are granted on the recommendation of the Superintendent of Schools and with the approval of the Board.
3. 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.
4. Replaced with longevity proposal.
5. Overtime
 - a. When authorized, overtime will be paid at one and one half (1½) the base rate as follows:
 1. Day shift (hours between 6:30 a.m.-6:00 p.m.) - after forty (40) hours in any one week.
 2. Evening and night shift (hours between 2:00 p.m. - 7:00 a.m.) - after thirty-seven and one half hours (37½) in any one week.School holidays shall count toward the work week 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 head custodian) is assigned a building check by the Director or Superintendent, he will spend at least one (1) hour 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 purposed of overtime payment.
6. 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 based on the agreed twenty (20) items. If this basic knowledge cannot be exhibited during the initial demonstration by the employee (which will usually be in March), 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 a committee of the negotiation team of the Association and the Director of Maintenance and Custodial Services and the Superintendent of Schools.
7. Any employee appointed temporarily to a head custodian position shall be paid that rate on a pro rate basis retroactive from the first day providing the assignment exceeds twenty (20) working days.
8. LONGEVITY:

Year 7 -	\$300
Year 11 -	\$600
Year 16 -	\$900
9. Salary and longevity credit: Employees hired prior to January 1 will be credited with a full year towards salary guide advancement and longevity.
10. All elementary Head custodians, employed as of July 1, 1990, in charge of two schools will be paid the same stipend as the High School Head Custodian. A stipend will be negotiated for any elementary Head Custodian in charge of two schools hired thereafter.

11. When, in the judgement 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.
12. 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.
13. Educational Reimbursement Fund
The Board will provide 20% of the average employee's salary each year for a fund to reimburse employees for courses taken that are designed to assist the employees in the advancement of their professional skills.

The employee with the Superintendent or designee will work out the courses to be taken on an individual basis.

Reimbursement will be paid upon proof of successful completion of the courses.

Distribution of the fund shall be on a first-come, first-served basis for approved courses. The maximum reimbursement for any one employee in any year shall be \$500. If funds permit, an employee may receive additional reimbursement on a first-come, first-served basis.

Proof of completion must be presented by the first working day of a month in order to receive payment in the following month.
14. Asbestos Work - Any 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.

ARTICLE XI 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.
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 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.
 - d. All in-district applicants will be interviewed.
 - e. Employees desiring a change of position or transfer should notify the Superintendent in writing. Those employees with letters on file will be given first consideration when vacancies arise, promotions are available, or transfers must be made.
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 XII INSURANCE PROGRAM

1. The Board agrees to pay full cost of the premium for health insurance coverage for all employees and their immediate families (spouse and eligible children) of all employees covered by this agreement. The insurance coverage and service to be included shall be equal to or better than, but may not be less than the current coverage as listed in the New Jersey State Health Benefits Program.
2. The individual staff member shall be responsible for completion and filing of application forms with the Board Secretary. Coverage will become effective in accord with the terms of the insurance contracts held by the Board.
3. The Board shall provide and administer a prescription drug plan for the employee and eligible dependents based on \$1.00 co-pay plan. The insurance carrier is Great West Life Insurance Company, and such carrier may be changed from time to time at the discretion of the Board after consultation with the Association.
4. The Board agrees to pay the cost of full family dental coverage for each employee.
5. Staff members who leave with ten (10) years of service in the district may elect to remain in the group insurance plans, insurance carrier permitting, by paying the premium cost quarterly, in advance, to the district Business Office.

ARTICLE XIII UNIFORMS

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

- After one (1) month of employment - 1 uniform
- After six (6) months of employment - 2 uniforms-custodian
3 uniforms - groundskeeper
- After six (6) months of employment - 1 pr. shoes for groundskeeper
- After one (1) year on an annual basis - 4 uniforms per year-custodian
5 uniforms per year-groundskeeper
- After one (1) year on an annual basis - 2 pr. shoes as needed-groundskeeper
- After one (1) year - 1 set of foul weather gear as needed-Groundskeeper
- After six (6) months-Employees will be provided with foul weather gear

An employee may request a substitution in the clothing allowance for articles that have equal value.

All uniforms and clothing, with the exception of shoes, are to be returned to the Director when an employee leaves his position.

All purchases will be made by the Director.

Each man must wear a uniform when he is on the job.

ARTICLE XIV PAYROLL DEDUCTION OF ASSOCIATION DUES

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. Educational Reimbursement Fund:

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 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.

ARTICLE XV DURATION OF AGREEMENT

This Agreement shall take effect on July 1, 1990 and end as of June 30, 1992.

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

CEDAR GROVE BOARD OF EDUCATION

January 28, 1991
Date

BY

Neil Garver
President

CEDAR GROVE SCHOOL CUSTODIAN ASSOC.

January 28, 1991
Date

BY

George W. Lawrence
President