

# 3045

27-05

THIS DOES NOT  
CIRCULATE

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

LIBRARY  
Institute of Management and  
Labor Relations

JAN 26 1979

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PREAMBLE

RUTGERS UNIVERSITY

This agreement is entered into this first day of July 1977, 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, 1977 and end on June 30, 1978, but with the approval of both parties hereto, may be renewed for successive terms of one year each subject to such modifications as may be mutually agreed upon for any such year.

ARTICLE II RECOGNITION

The Board hereby recognized the Association as the exclusive and sole representative for negotiations as required by law for the following full-time employees:

- Director of Maintenance and Custodial Services
- 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. All full-time custodians must be eligible to join the pension system before employment.
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

All full-time employees shall follow a work calendar recommended by the Superintendent of Schools and approved by the Board. It shall follow the calendar for students when school is in session. All twelve month employees of the Board (professional, secretarial, and custodial) shall follow the same calendar.

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 or supper.
2. Members of the Association who are assigned hours between 2 P.M. and 11 P.M. will work thirty-seven and a half (37½) hours exclusive of lunch or supper. Before being eligible for overtime pay each individual in this category will work two and a half (2½) hours at his base hourly rate.

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. A custodian leaving the school system will be paid or receive time off for vacation time earned but not received. The method will be determined by the Superintendent of Schools. When the custodian receives pay in lieu of vacation, the rate of payment will be based on the custodian's salary for the year in which the vacation was earned.
5. All vacations must be cleared with the custodian's immediate superior and submitted to the Superintendent of Schools for approval.

ARTICLE VII SICK LEAVE

1. 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.
2. Custodians shall be given a written accounting of accumulated sick leave days no later than September 30 of each school year.
3. A doctor's certificate stating the illness, the inability of the custodian to report for work, and the period of sick disability may be required.

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:
  1. Marriage
  2. Court appearance
  3. Academic examinations
  4. Graduation exercises
  5. Religious holy days
  6. Accidents, fire
  7. Family illness (husband, wife, child, living at home)
  8. House closing

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, neice, 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

A. Definition

1. A grievance is a claim by a custodian (group of custodians) or his representative that he has suffered harm by the interpretation, application, or violation of policies, agreements, and administrative decisions affecting him.
2. A grievance to be considered under this procedure must be initiated in writing within thirty (30) work days from the time when the grievant knew or should have known of its occurrence.

B. Representation

1. Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by the Association or by a representative selected or approved by the Association.
2. When a custodian is not represented by the Association in the processing of a grievance, the Association shall at the time of submission of the grievance to the Superintendent and at any later level be notified by the Superintendent as to the nature of the grievance, when the hearing will be held, and the result.

C. Procedure

1. a. Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the grievant to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified limits shall be deemed to be waiver of further appeal of the decision.  
  
b. It is understood that any custodian grievant 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 duly determined.

- c. Since it is important that grievances be processed as rapidly as possible, 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.
2. Any custodian grievant who has a grievance shall, in an attempt to resolve the matter informally at that level, discuss it first with his principal or immediate administrative officer who shall give his decision within five (5) work days.
  3. No later than six (6) work days after receipt of the decision of his principal or immediate superior the custodian grievant may appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing specifying:
    - a. The nature of the grievance.
    - b. The nature and extent of the injury, loss, or inconvenience.
    - c. The results of previous discussions.
    - d. His dissatisfaction with decisions previously rendered.

The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed seven (7) work days from the receipt of the appeal. The Superintendent shall communicate his decision in writing to the custodian grievant, to the Association, and to the principal or other immediate superior.

4. Any time within six (6) work days a custodian may request in writing a Review Panel to further explore the grievance. In the written request the custodian must name his representative. Within two (2) work days the Superintendent shall name a second member of the Review Panel. Within two (2) additional work days the two members so named shall name a third member. These people shall constitute the Review Panel. The members of the Panel must be employees of the Board included in job classifications represented by the Association for purposes of negotiations. Within three (3) work days the Panel will meet with the dissatisfied custodian to review his grievance. The Review Panel may also accept such oral or written statements of other persons as it may deem appropriate. If at least two members of the Review Panel agree in whole or in part with the custodian's position, the Panel, at its option, may request a conference with the Board. The date of such request must be made within ten (10) days of the initial panel meeting. The Board shall schedule the conference to be held within the next twenty (20) work days or at such other date as may be mutually agreeable. At such conference the Review Panel and the custodian will be given a reasonable opportunity to present the facts related to the complaint and their position relating thereto, including such voluntary oral or written statements of other persons as they may deem important. The Board may also consider such oral or written statements of other persons as it may deem appropriate. Within ten (10) work days after such conference(s) the Board will prepare a written decision on the complaint, copies of which will be delivered to the custodian and each member of the Panel by the Superintendent. For the purposes of Article X of this Agreement, the Board's decision shall be final and conclusive.

5. If the custodian so chooses, he may eliminate step four (4) and no later than five(5) work days after receipt of the Superintendent's decision may request a hearing with the Board. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board. Within fifteen (15) work days after receipt of the request the Board, or a committee thereof, shall hold a hearing with the custodian grievant and render a decision in writing and forward copies thereof to the grievant and to the Association within ten (10) work days of the completion of the hearing.

Nothing herein is intended as an infringement upon or limitation of any rights, under law, of an employee of the Board.

ARTICLE X SALARY

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

| STEP | VAN DRIVER | CUSTODIAN AND GROUNDSKEEPER |          |         | HEAD ELEM. CUSTODIAN | HEAD HIGH SCHOOL |
|------|------------|-----------------------------|----------|---------|----------------------|------------------|
|      | 10 month   | GRADE III                   | GRADE II | GRADE I | HEAD GROUNDSKEEPER   | CUSTODIAN        |
|      |            | 12 month                    |          |         |                      |                  |
| 1    | \$5960.    | \$6260.                     | \$8460.  | \$8660. | \$8860               | \$9460           |
| 2    | 6260.      | 6560.                       | 8760.    | 9060.   | 9260.                | 9860.            |
| 3    | 6460.      | 6760.                       | 9160.    | 9360.   | 9560.                | 10,160           |
| 4    | 6660.      | 6960.                       | 9460.    | 9660.   | 9960.                | 10,560.          |
| 5    | 6860.      | 7160.                       | 9760.    | 9960.   | 10,360.              | 10,960           |
| 6    | 7060.      | 7360.                       | 10,060.  | 10,260. | 10,760.              | 11,360.          |
| 7    | 7360.      | 7660.                       | 10,360.  | 10,630. | 11,060.              | 11,660.          |
| 8    | 7660.      | 7960.                       | 10,760.  | 10,960. | 11,560.              | 12,160.          |
| 9    | 7960.      | 8260.                       | 11,260.  | 11,330. | 12,060.              | 12,660.          |
| 10   |            |                             |          | 11,660. | 12,360.              | 12,960.          |
| 11   |            |                             |          | 12,060. | 12,660.              | 13,260.          |
| 12   |            |                             |          |         | 13,100.              | 13,760.          |

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 his employment for the benefit of the district.

4. After fifteen (15) years of continuous service a custodian becomes eligible for an honorarium of \$500. This honorarium is awarded on an annual basis for five years when it may become part of the base salary. Criteria for this honorarium shall be as follows:
  - a. The custodian shall have an outstanding work and employee relations record.
  - b. The custodian shall have demonstrated initiative, organization ability, and leadership.
  - c. The custodian shall have offered suggestions for improved methods and cost saving.
  - d. The custodian shall have demonstrated skills which are superior in a diversity of areas.
5. Overtime

When authorized, overtime will be paid at one and one half ( $1\frac{1}{2}$ ) times the base rate after forty (40) hours of work in any one week. School holidays shall count toward the forty hour work week for the purpose of computing overtime. Custodians working New Year's Day, July 4, Thanksgiving and Christmas will be entitled to time and one half.
6. Pay Days

A schedule of pay days is announced each year in the school calendar.

#### ARTICLE XI TRANSFER, REDUCTION, PROMOTION

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.

#### ARTICLE XIII INSURANCE PROTECTION

During the 1977-78 school year the Board shall continue to make available the following health care protection:

1. The Board shall pay the full coverage premium to the New Jersey State Health Benefits Program provided the employee does not have similar coverage in the same or any other 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 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 because of duplicate coverage and the failure of employees to notify the Board Secretary's office of a change in the employees' status. Therefore, in an effort to avoid the unnecessary waste of insurance premium dollars, the Association agrees to urge its membership to terminate duplicate coverage and promptly file reports of change in status. Furthermore each staff member will be required to list annually on a form distributed by the Board Secretary his or her eligible dependents with their birth dates and file said list in the Board Secretary's office by May 15 for the following school year.

ARTICLE XIII UNIFORMS

Each member of the Association will be supplied with uniforms to be worn while on the job. Custodians working inside will be supplied with a maximum of three (3) uniforms per year; those working outside are eligible for a maximum of five (5) uniforms per year.

ARTICLE XIV DURATION OF AGREEMENT

This agreement shall take effect on July 1, 1977 and end on June 30, 1978.

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

BY *Edward Pedersen*  
President

9/21/77  
Date

CEDAR GROVE SCHOOL CUSTODIANS ASSOCIATION

BY *Grace J. Jordan*  
President

September 20 1977  
Date