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RUTGERS UNIVERSITY

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

**THIS DOES NOT  
CIRCULATE**

PREAMBLE

This agreement is entered into this first day of July 1984, 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, 1984 and end on June 30, 1987, 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 eleven (11) paid holidays per year. The Board shall distribute a copy of the approved calendar to each employee.

x July 1, 1984 - June 30, 1987

#### 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. The Board will attempt to schedule assignments so that an employee works five (5) consecutive days.
4. Where an employee is required and authorized to use his car in his employ, he will be reimbursed at a rate of twenty cents (20¢) per mile and must submit signed vouchers to this effect as prescribed in the school calendar. Any such voucher is subject to verification.

#### 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 vacation shall be taken during July and August unless a special exception is granted by the Superintendent of Schools. 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. 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 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              | d. Graduation exercises | g. Family illness (husband, wife, child living at home) |
| b. Court appearance      | e. Religious holy days  | h. House closing  |
| c. Academic examinations | f. Accidents, fire      |   |

### 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.

ARTICLE IX GRIEVANCES (continued)

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

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

1984-85

Step	*Van Driver	Custodian and Groundskeeper			Head Elementary	Head High School
	10 month	*Grade III	*Grade II	Grade I	Custodian	Custodian
a.	\$10,240	\$10,790	\$13,300	\$13,670	\$15,450	\$16,050
b.	10,540	11,190	13,740	14,070	15,900	16,500
c.	10,840	11,590	14,190	14,500	16,350	16,950
d.	11,140	11,990	14,640	14,930	16,800	17,400
e.	11,590	12,450	15,050	15,370	17,300	17,900
f.	12,040	12,890	15,540	15,830	17,800	18,400
g.	12,490	13,340	16,000	16,330	18,300	18,900
h.	13,040	13,850	16,450	16,830	19,100	19,400
i.	13,390	14,350	16,900	17,500	19,300	19,900

\*A custodian in these grades who holds a Black Seal Fireman's license shall receive \$200 above his appropriate step on the salary guide.

Grades I, II, III and Drivers

Steps 1 and 2 in 83-84 guide placed on step a. of 84-85 guide; steps 3 through 9 of 83-84 guide placed on steps b. through h. respectively of 84-85 guide; steps 10 and 11 of 83-84 guide placed on step i. of 84-85 guide; thereafter, guide movement is one per year pending Board approval.

Head Custodian-Elementary School

Steps 1-4 of 83-84 guide placed on step a. of 84-85 guide; steps 5-11 of 83-84 guide placed on steps b. through h. respectively of 84-85 guide; steps 12, 13, and 14 of 83-84 guide placed on step i. of 84-85 guide; thereafter guide movement is one per year pending Board approval.

Head Custodian-High School

Steps 1-5 of 83-84 guide placed on step a. of 84-85 guide; steps 6 through 12 of 83-84 guide placed on steps b. through h. respectively of 84-85 guide; steps 13 and 14 of 83-84 guide placed on step i. of 84-85 guide; thereafter guide movement is one per year pending Board approval.

1985-86

Step	*Van Driver	Custodian and Groundskeeper			Head Elementary	Head High School
	10 month	*Grade III	*Grade II	Grade I	Custodian	Custodian
a.	\$10,700	\$11,310	\$13,880	\$14,260	\$16,400	\$17,000
b.	11,060	11,730	14,390	14,760	17,000	17,600
c.	11,420	12,150	14,900	15,260	17,600	18,200
d.	11,780	12,570	15,430	15,760	18,200	18,800
e.	12,140	13,070	15,970	16,300	18,800	19,400
f.	12,700	13,570	16,540	16,850	19,400	20,000
g.	13,260	14,120	17,110	17,450	20,000	20,600
h.	13,820	14,760	17,680	18,170	20,700	21,300
i.	14,380	15,490	18,310	18,970	21,400	22,000

1986-87

Step	*Van Driver	Custodian and Groundskeeper			Head Elementary	Head High School
	10 month	*Grade III	*Grade II	Grade I	Custodian	Custodian
a.	\$11,050	\$11,820	\$14,450	\$14,700	\$17,400	\$18,000
b.	11,350	12,290	15,100	15,400	18,100	18,700
c.	11,750	12,770	15,650	16,100	18,800	19,400
d.	12,150	13,240	16,250	16,800	19,500	20,100
e.	12,650	13,840	16,800	17,500	20,200	20,800
f.	13,250	14,540	17,300	18,200	20,900	21,500
g.	13,950	15,240	18,100	18,900	21,600	22,200
h.	14,650	15,980	18,900	19,700	22,300	22,900
i.	15,350	16,800	19,700	20,500	23,000	23,600

\*A custodian in these grades who holds a Black Seal Fireman's license shall receive \$200 above his appropriate step on the 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. 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 (5) 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
  - a. When authorized, overtime will be paid at one and one half ( $1\frac{1}{2}$ ) the base rate as follows:
    - (1) Day shift (hours between 6:30 a.m. - 6 p.m.) - after forty (40) hours in any one week.
    - (2) Evening and night shift (hours between 2 p.m. - 7 a.m.) - after thirty-seven and one half hours ( $37\frac{1}{2}$ ) 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.
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 rata basis retroactive from the first day providing the assignment exceeds twenty (20) working days.

ARTICLE X SALARY (continued).

8. A lump sum payment for longevity shall be paid in June of the year of eligibility based on the following schedule:

Tenth year through the fourteenth year	\$100
Fifteenth year through the nineteenth year	200
Twentieth year through the twenty-fourth year	300
Twenty-fifth year through the twenty-ninth year	400
Thirtieth year	500

This service must be continuous and consecutive.

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 in charge of two schools will be paid on the Head High School Custodian's guide at the appropriate salary step.

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 notice shall be posted in each building;
  - The application period shall be ten (10) working days whenever possible;
  - The President of the Association shall receive a copy;
  - Applicants shall apply in writing to the Superintendent's office;
  - Each notice shall include the job title and shift.
3. Evaluation
- 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.
  - 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.
  - 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.
  - 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 shall provide and administer a dental plan for the employee in which the Board shall pay \$100 toward the year's premium. Additional premium costs shall be paid by the employee if he/she wishes to be insured. The carrier for this insurance is C. W. Bollinger Co., Plan I; but such carrier may be changed from time to time at the discretion of the Board after consultation with the Association.

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	Rain gear of hat, pants, coat as needed
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

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.

ARTICLE XV DURATION OF AGREEMENT

This Agreement shall take effect on July 1, 1984 and end on June 30, 1987.

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

November 20, 1984  
Date

BY   
President

CEDAR GROVE SCHOOL CUSTODIANS ASSOCIATION

November 20, 1984  
Date

BY   
President