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**AGREEMENT  
BETWEEN THE  
PENNS GROVE - UPPER PENNS NECK  
CUSTODIANS ASSOCIATION  
AND THE  
PENNS GROVE-UPPER PENNS NECK  
REGIONAL BOARD OF EDUCATION  
FOR THE  
1972-73 SCHOOL YEAR**

## PREAMBLE

THIS AGREEMENT entered into this 27th day of March, 1972, between the PENNS GROVE-UPPER PENNS NECK REGIONAL BOARD OF EDUCATION, hereinafter called the "Board" and the CUSTODIANS ASSOCIATION, hereinafter called the "Association", wherein it is mutually agreed as follows:

## ARTICLE 1 RECOGNITION

A. The Penns Grove-Upper Penns Neck Regional Board of Education recognizes the CUSTODIANS ASSOCIATION, as the sole and exclusive representative for collective negotiations concerning the terms and conditions of employment for maintenance and custodial personnel whether under contract or employed or on leave granted by the Board of Education.

B. Unless otherwise indicated, the terms "employees" when used hereinafter in this agreement, shall refer to all maintenance custodial personnel represented by the negotiating unit as defined above.

## ARTICLE 2 NEGOTIATION OF A SUCCESSOR AGREEMENT

A. The agreement shall remain in force for a period of one year beginning July 1, 1972, and shall terminate June 30, 1973, unless extended by agreement between the parties.

B. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

## ARTICLE 3 ASSOCIATION RIGHTS AND PRIVILEGES

A. Whenever any representative of the Association or any custodian participates during working hours in negotiations he shall suffer no loss in pay.

B. The Association and its representatives shall have the privilege of using school buildings at reasonable hours for meetings with permission of the Superintendent or his agent.

**ARTICLE 4  
WORK LOAD**

The work load for custodial personnel shall not be increased over that of the school year 1971-72.

**ARTICLE 5  
SALARIES**

A. Custodian shall be paid on a twelve (12) month basis in 24 equal semi-monthly installments.

B. The salaries of all custodians covered by the Agreement are set forth in Schedule "A" when it is attached hereto and made a part hereof.

**ARTICLE 6  
TRANSFERS AND REASSIGNMENTS**

A. Custodians who desire a change in assignment or who desire to transfer from another building may file a written statement of such desire with the Superintendent.

B. In the determination of requests for voluntary reassignments and/or transfer, the wishes of the individual custodian shall be honored to the extent that the transfer does not conflict with the best interests of the school system.

C. When an involuntary transfer or reassignment is necessary, length of service in the Penns Grove-Upper Penns Neck Regional School District, length of service in the particular school building, and other relevant factors, including, among other things, state and/or federal laws, rules, regulations or administrative directives shall be considered in determining which custodian is to be transferred or reassigned.

**ARTICLE 7  
PROMOTIONS**

A. Promotional positions are defined as follows:

Positions paying a salary differential and/or positions on the administrator-supervisory levels of responsibility.

B. All qualified custodians shall be given adequate opportunity to make application for such positions and no positions shall be filled until all properly submitted applications have been considered. The Board agrees to give due weight to the seniority and attainments of all applicants and other relevant factors. In filling such vacancies, first choice shall be given to qualified custodians in the Penns Grove-Upper Penns Neck Regional School District.

**ARTICLE 8  
SICK LEAVE**

A. All custodians employed shall be entitled to 12 sick leave days each school year as of July 1st of said school year, whether or not they report for duty on that day. Unused sick leave days shall be accumulated from year to year with no maximum limit.

B. Extended paid leave of absence will be granted to custodians who have exhausted accumulated sick leave through lengthy illness; the custodian to receive the difference between his or her regular daily salary and the expenses paid by the Board to maintain a substitute, using the following schedule to determine the number of days to be granted.

C. Sick days shall not be deducted for on the job injuries.

<u>D. Completed Years of Service in this school district</u>	<u>Number of days for which pay differential noted above will be paid</u>
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0	0
1-3	10
4-14	20
15-24	60
25 & up	90

In order for this policy to be operative in any individual case, there must be a minimum of 13 sick days leave allowable at the beginning of the school year in which the lengthy illness occurs. This requirement does not apply to those custodians who at the beginning of the previous school year had 25 days accumulated sick leave credited to them.

E. A custodian with over 10 years service in the

district who does not qualify for this full extended sick leave benefit by reason of having exhausted all leave the previous year will be granted 10 days extended sick leave.

F. Custodians shall be given a written accounting of accumulated sick leave days not later than August 1 of each school year.

G. Staff members will sign an absence verification.

**ARTICLE 9  
TEMPORARY LEAVES OF ABSENCE**

A. Custodians shall be entitled to the following non-accumulative leaves of absence with full pay each year:

1. Two (2) days leave of absence for personal, legal, or business matters which require absence during school hours, written applications to the Superintendent for personal leave shall be made at least seven (7) days before taking such leave (except in the case of emergencies). Not more than two (2) custodians in the district will be granted such leave on a given day.

Such leave shall not be granted contiguous to any legal holiday or school vacation.

2. Any custodian is entitled to four (4) consecutive calendar days leave in cases of death in his or her spouse's immediate family. "Immediate family" includes:

Husband or wife	Mother	Father
Grandparents	(also in-law)	(also in-law)
Children	Brother	Sister

Absence for death of other relative, an allowance of one day's leave shall be granted.

3. Time necessary for persons called into temporary active duty - statutory requirements to apply.

4. Time necessary for appearances in all legal proceedings arising out of and in the course of the employment of the individual by the Board, excepting however, time in any legal proceeding in which the said individual is a party

plaintiff in a suit against the Board or is a defendant in a proceeding brought by the Board against the individual; further excepted, time spent in arbitration, fact-finding, or any proceeding arising out of said agreement.

5. Other leaves of absence with pay may be granted by the Board for good reason.

B. Leaves taken pursuant to Section A above shall be in addition to any sick leave to which the custodian is entitled.

#### ARTICLE 10 EXTENDED LEAVES OF ABSENCE

A. Military leave shall be granted in accordance with statutory requirements.

B. Other leaves of absence without pay may be granted by the Board for good reason.

C. All extensions or renewals of leaves shall be applied for and granted in writing.

#### ARTICLE 11 INSURANCE PROTECTION

The Board will provide the same insurance benefits provided in the school year 1971-72, except that any changes negotiated by the Education Association shall be incorporated in this Article.

#### ARTICLE 12

A. Salaries - as indicated on the attached schedule (Schedule A).

1. The regular work week shall be forty hours. A regular work day shall be nine hours, including a one hour lunch period daily except in the case of emergencies.

2. Time and one-half shall be paid to all maintenance and custodial personnel who work in excess of the work hours stated above in Part 1.

(a) Holidays shall be paid at the rate of time and one-half.

(b) Sundays shall be paid at the rate of double time.

3. Shift differential shall be paid at the rate of 15¢ per hour for the 3 P.M. to 11 P.M. shift and 20¢ per hour for the 11 P.M. to 7 A.M. shift.

**B. Tenure**

After one year's continuous service, custodians will be granted tenure in accordance with 18A:17-3.

**C. Holidays**

1. The following holidays shall be observed with the day off for all maintenance and custodial personnel:

New Year's Day	July 4th	Washington's Birthday
Lincoln's Birthday	Labor Day	Columbus Day
Good Friday	Easter	Martin Luther King's Birthday
Memorial Day	Christmas Day	The working day before and the working day after Christmas, but if the working day before Christmas is a school day, then 2 days will be granted after Christmas
Veterans Day	Thanksgiving Day (and the day after)	

Holidays will be observed in accordance with the school calendar and the scheduling of school days.

**D. Vacations**

1. Vacation schedule for maintenance and custodial personnel:

7 months to 1 year.....	1 week
1 to 5 years.....	2 weeks
6 to 10 years.....	3 weeks
over 10 years.....	4 weeks

2. Whenever a legal holiday falls during a scheduled vacation this shall not be considered as a vacation day and shall not be subtracted from the employee's vacation time.

3. All vacations shall be with regular pay.

**E. Substitutes**

When a custodian is absent during school hours the Board will attempt to employ a substitute from an established substitute list.

**ARTICLE 13  
DURATION OF AGREEMENT**

This Agreement shall be effective as of July 1, 1972, and continue in effect until June 30, 1973. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries, all on the day and year first above written.

By: Edward P. Johnson  
President

By: Walter P. Sawyer  
President

By: Samuel B. Shinn  
Secretary

By: Robert L. Hayes  
Secretary

**SCHEDULE A**  
**SALARY GUIDE**

<b>Yrs.</b>	<b>Matron</b>	<b>Ground Keeper Helpers</b>	<b>Regular Custodian</b>	<b>Custodian One Man Building</b>	<b>Head Custodian Field St. &amp; Carleton</b>	<b>Head Custodian Middle School</b>	<b>Head High School Custodian Ground Keeper Maintenance Man</b>
1	5200	5550	5600	5700	5800	6100	6300
2	5400	5750	5800	5900	6000	6300	6500
3	5650	6000	6050	6150	6250	6550	6750
4	5800	6150	6200	6300	6400	6700	6900
5	5950	6300	6350	6450	6550	6850	7050
6	6100	6450	6500	6600	6700	7000	7200
7	6250	6600	6650	6750	6850	7150	7350
8	6400	6750	6800	6900	7000	7300	7500
9	6550	6900	6950	7050	7150	7450	7650
10	6700	7050	7100	7200	7300	7600	7800
11	6750	7100	7150	7250	7350	7650	7850
12	6900	7300	7400	7500	7600	7900	8100
21	7000	7400	7500	7600	7700	8000	8200
26	7100	7500	7600	7700	7800	8100	8300
31	7200	7600	7700	7800	7900	8200	8400
36	7300	7700	7800	7900	8000	8300	8500
41	7400	7800	7900	8000	8100	8400	8600
46	7500	7900	8000	8100	8200	8500	8700