

4-3045
07-05

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

PREAMBLE

This agreement is entered into this first day of July 1971, 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 Chapter 303, Public Laws 1968, 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, 1971, and end on June 30, 1972, 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 recognizes 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
Matron

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 by someone approved by the Medical Director.
3. Before commencing work all custodians shall be fingerprinted by the Cedar Grove Police Department or show evidence that this has been done previously and that the records are available to the local police.

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 and 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

VACATIONS

1. Custodians are entitled to ten (10) work days vacation per year. During the first year (July 1 - June 30) of employment a custodian serving over six months will be given vacation days pro-rated. Following the 11th year of service through the 20th year an additional day per year is permitted until a maximum of 20 days is reached.
2. Vacation must be taken during the contract year.
3. Vacation days cannot be accumulative from year to year.
4. A custodian leaving the school system shall be paid for vacation time earned but not received.
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 three (3) 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, mother, father, son, daughter, 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.

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 discuss it first with his principal, or immediate administrative officer, in an attempt to resolve the matter informally at that level, who shall give his decision within five (5) work days.
3. The custodian grievant, no later than six (6) work days after receipt of the decision of his principal or immediate superior, 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. The two members so named, within two (2) additional work days, 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 IX 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. The Board, or a committee thereof, shall hold a hearing within fifteen (15) work days after receipt of the request with the employee 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:

	Matron	Custodian & Groundskeeper		Head Elem. Custodian - Head Groundskeeper	Head Secondary Custodian	Supervisor
		Grade II	Grade I			
1.	\$4650.	\$6125.	\$6300.	\$6550.	\$6725.	\$7150.
2.	4850.	6400.	6575	6850.	7050.	7550.
3.	5050.	6675.	6850.	7150.	7375.	7950.
4.	5250.	6975.	7150.	7450.	7700.	8350.
5.	5450.	7275.	7450.	7800.	8075.	8750.
6.	5650.	7575.	7750.	8150.	8450.	9150.
7.	5850.	7875.	8050.	8500.	8825.	9550.
8.	6050.	8175.	8350.	8850.	9200.	9950.
9.	-	8475.	8650.	9200.	9575.	10,350.
10.	-	-	8950.	9550.	9950.	10,750.
11.	-	-	-	9900.	10,325.	11,150.

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. 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.
 - e. To be eligible for this increment the custodian must be a full-time person.
4. Overtime
When authorized, overtime will be paid at one and a half (1½) times the base rate after forty (40) hours of work in any one week. Custodians working New Year's Day, July 4, Thanksgiving and Christmas will be entitled to time and one half.
5. Pay Days
A schedule of pay days is announced each year in the school calendar.

ARTICLE XI

INSURANCE PROTECTION

All members of the Association are covered for full single or full family of the medical care programs selected by the Board as designated:

Blue Cross
Blue Shield
Rider J
Major Medical

ARTICLE XII

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 XIII

DURATION OF AGREEMENT

This agreement shall take effect on July 1, 1971 and end on June 30, 1972.

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 John W. Harland, Jr.
President

CEDAR GROVE SCHOOL CUSTODIANS ASSOCIATION

by Raymond J. Juro
President

March 16, 1971