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Approved by

11/10/80 To  
all Board Members & Supt.  
for action-11/12/80  
REP

Agreement between the Clifton Board of Education, Clifton, New Jersey and Clifton Custodial Association for the 1980-81 School Year and 1981-82 School Year

ARTICLE I: RECOGNITION

A. Unit

The Board hereby recognizes the Clifton Custodial Association, hereafter referred to as the Association, as the sole and exclusive representative for collective bargaining concerning the terms and conditions of employment for all custodial, maintenance, and truck driver personnel unless and until the Public Employment Relations Commission shall certify otherwise.

B. Definition of Employee

Unless otherwise indicated, the term "employee" shall refer to all employees represented by the Association. References to male employee shall include female employees.

ARTICLE II: TERM

A. This agreement shall commence on July 1, 1980 and terminate on June 30, 1982.

LIBRARY  
Institute of Management and  
Labor Relations

ARTICLE III: SUCCESSOR AGREEMENT

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A. Contract Changes

RUTGERS UNIVERSITY

The Board shall not affect any change concerning terms and conditions of employment during the term of this contract unless they are first negotiated with the Association.

B. Negotiations for a successor contract shall begin not later than October 15 of the year preceding the expiration of this contract.

C. Either party may, if so desired, utilize the services of outside consultants.

D. Whenever members of the Association are mutually scheduled by the parties to participate during work hours in any conferences, hearings, meetings or in negotiations, they shall suffer no loss in pay.

E. The Board agrees not to negotiate concerning Association employees with any unit other than the Association.

X T. L. 1. 1980 - June 30, 1982

## ARTICLE IV: GRIEVANCE PROCEDURE

### A. Definition

A grievance is a claim by an employee, a group of employees, or by the Association, that she, he or it has been harmed by an interpretation, application or violation of this agreement or by administrative decisions which affect terms and conditions of employment

### B. Procedure

#### 1. Level One: Immediate Supervisor (School Business Administrator)

a. The aggrieved party and/or the Association shall submit the grievance in writing to the employee's immediate supervisor setting forth the complaint and the remedy sought. The grievance must be submitted within 30 working days of its alleged occurrence.

b. The immediate supervisor shall submit his written response to the grievance within five (5) days of his receipt of it.

#### 2. Level Two: Superintendent

a. If the aggrieved party is not satisfied with the response at the first level, he may submit the matter in writing to the Superintendent of Schools.

b. The Superintendent shall hold a hearing within ten (10) days of receiving the grievance and shall respond to the grievance in writing no later than ten (10) days after the hearing.

#### 3. Level Three: The Board

a. If the grievant is dissatisfied with the response at Level Two, he may submit the grievance in writing to the Board of Education.

b. The Board shall hold a hearing on the grievance within four (4) weeks of receiving the grievance and shall issue its decision no later than one (1) week after the hearing.

### C. Rights of Employee to Representation

#### 1. Reprisals

No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

J. Miscellaneous

1. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

ARTICLE V: EMPLOYEE RIGHTS AND PRIVILEGES

- A. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. However, any alleged violation of this provision shall not be grievable but may be asserted in proceedings before the Commissioner of Education.
- B. Whenever any employee is required to appear before any administrator or supervisor, Board, or any committee or member thereof concerning any matter which could reasonably be considered to affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative(s) of the Association present to advise him and represent him during such meeting or interview.

ARTICLE VI: ASSOCIATION RIGHTS AND PRIVILEGES

- A. Whenever any representative of the Association or any employee is mutually scheduled by the parties to participate during working hours in negotiations, grievance proceedings, conferences, or meetings, he shall suffer no loss in pay.
- B. Representatives of the Association and/or the New Jersey Education Association, shall be permitted to enter the schools to meet with custodians during their lunch periods or before or after working hours to carry out appropriate Association business. Representatives who enter the schools shall notify the principal or his designee of their presence prior to meeting any employee or group of employees.
- C. The Association and its representatives shall have the right to use school buildings at all reasonable hours for meetings so long as same do not interfere with or interrupt normal school activities and subject to notification to the Superintendent or his designee of at least two (2) days in advance. For emergency meetings, twelve (12) hours notice shall be sufficient. Permission shall be received from the Superintendent or his designee.

ARTICLE VII: WORK YEAR

A. Holidays

Holidays shall be as follows: Independence Day, Labor Day, Yom Kippur, Rosh Hashanah, Columbus Day, Election Day, Martin Luther King's Birthday, Lincoln's Birthday, Washington's Birthday, Memorial Day, N.J.E.A. Convention Days, Veteran's Day, Christmas Eve, Christmas Day, New Year's Day, Thanksgiving Thursday and Friday, Good Friday unless the Board shall determine to keep the schools open on one or more of the above days. If so, alternate days shall be substituted.

## B. Vacations

1. The following vacation schedule shall apply to all employees:
  - a. During the first year of employment one (1) day per month not to exceed ten (10) days.
  - b. After twelve (12) months of service two (2) weeks vacation.
  - c. After sixty months (60) of service three (3) weeks vacation.
  - d. After sixty (60) months of service, one (1) additional vacation day shall be granted for each twelve (12) months of service until a maximum of four (4) weeks vacation.
  - e. After seventy-two (72) months of service three (3) weeks and one day.
  - f. After eighty-four (84) months of service three (3) weeks and two days.
  - g. After ninety-six (96) months of service three (3) weeks and three (3) days.
  - h. After one hundred and eight (108) months of service three (3) weeks and four (4) days.
  - i. After one hundred and twenty (120) months of service four (4) weeks of vacation.
2. Approval of vacation time shall be granted by the Business Administrator at such times as shall be agreed to by each individual employee. Problems arising as to the time of vacation shall be solved based on seniority.

## C. Authorized Absences

1. Employees shall notify the Board of Education of any expected absence as soon as practicable.
2. Personal illness - Fifteen (15) full days and twenty-four (24) one half (1/2) sick days shall be allowed annually with full pay, all of which is cumulative. There is no limit to the number of sick days that can be accumulated.

3. Bereavement Leave - Four (4) days absence with pay shall be allowed for the death of a father, mother, brother, sister, husband, wife, child, grandfather, grandmother, grandchildren, father-in-law, mother-in-law.
4. Jury Duty - Employees shall be permitted to participate in jury duty with no loss in pay, except that jury pay shall be deducted.
5. Marriage - Five (5) school days absence shall be permitted for purposes of marriage. A deduction of 1/23ths of the annual salary shall be deducted for each day.
6. Military Leaves - Military leave shall be granted in accordance with New Jersey Statutes.
7. Personal Reasons
  - a. Employees shall be granted three (3) personal days each year which shall not be cumulative.
  - b. The following categories shall be allowed for taking personal days:
    - Death - - - except as in C-3 above.
    - Illness - - Except as in C-2 above.
    - Court Orders
    - Religious days
    - Personal affairs of a non-recreational nature.
8. Miscellaneous Holidays
  - a. One (1) day in June immediately following the close of school to be used for the annual picnic.
  - b. Two (2) days during the N.J.E.A. convention.
  - c. One half (1/2) day off for New Year's Eve.

#### ARTICLE VIII : OVERTIME

1. Overtime shall be paid at the rate of time and half (1 1/2) for all work over forty (40) hours per weeks. During July 1st to September 1st overtime shall be paid after a thirty-five (35) hour work week.
2. A minimum of two (2) hours overtime shall be paid to employees returning to post after the work day; this includes the high school custodian assigned to the boiler room.
3. Overtime payment shall be made within two (2) weeks of the time the work is performed.

4. For the purposes of overtime, holidays, paid vacation days, sick days, and personal days shall be considered days worked.
5. Double time shall be paid for all Sunday and holiday work for outside organizations.

#### ARTICLE IX: EMPLOYMENT PROCEDURE

- A. Tenure shall be granted to custodians after one (1) year of satisfactory service and the obtaining of a black seal.
- B. Any non-tenured employee who is terminated by the Board of Education shall have the right to the reasons for said dismissal and to an informal hearing before the Board of Education upon request.

#### ARTICLE X: SENIORITY AND JOB SECURITY

- A. School district seniority is defined as service by appointed employee in the school district in the collective bargaining unit covered by this agreement. An appointed employee shall lose all accumulated school district seniority only if he resigns or is discharged for cause, irrespective of whether he is subsequently rehired by the school district.
- B. In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority of the employment in the district.
  1. At least sixty (60) days before being laid off, an appointed employee shall be informed of all vacancies, in any other work locations in his classification in which he holds an appointment for the purpose of giving him an opportunity, to be exercised within said sixty (60) days to fill such vacancy. If he requests appointment to the vacancy, he shall be assigned thereto. In the event that vacancies in such classification exist in several work locations, he shall be assigned to the vacancy designated by the department. In the event more than one appointed employee in such classification is laid off, and there are insufficient vacancies for such assignments, then the laid-off employees with the highest seniority shall first be assigned to the vacancies involved.

#### ARTICLE XI: VOLUNTARY TRANSFERS

- A. Definition: A voluntary transfer shall be defined as a requested reassignment within the building or between buildings.

## B. Procedure

1. As soon as an opening occurs said opening shall be posted and shall remain posted for fourteen (14) days.
2. Should there be more than one applicant for the opening, the opening shall go to the most qualified. All things being equal among applicants, the job shall go to the senior employee.
3. This procedure shall not preclude temporary assignments of up to three (3) months.

## C. Promotions

1. Job openings which are considered promotions shall not be filled before the following criteria have been met:
  - a. The promotional position shall be posted fourteen (14) days to allow qualified applicants to apply for the position.
  - b. The posted job position shall contain the qualification necessary.
  - c. Each qualified applicant shall be interviewed by the Business Administrator and/or the appropriate Board committee.

## ARTICLE XII: INVOLUNTARY TRANSFER

- A. An involuntary transfer is a reassignment within a building or between buildings which is not requested by the employee.
- B. An involuntary transfer shall be made only after a meeting between the Business Administrator and the employee involved at which time the reasons for the transfer shall be given. The employee may have a representative of the Association present during such meeting.
- C. When in the best interests of the district, involuntary transfers involving shift changes shall be based upon the basis of seniority.

## ARTICLE XIII: PROTECTION OF EMPLOYEES

- A. Employees shall not be required to work under unsafe or hazardous conditions.
- B. 1. The Board shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of his duties.
2. When absence arises out of or from such assault or injury, an employee shall not forfeit any sick leave or personal leave.

- C. 1. Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate superior.
2. Such notification shall be immediately forwarded to the Superintendent who shall comply with any reasonable request from the employee for information in the possession of the superintendent relating to the incident or the persons involved, and shall act in appropriate ways as liaison between the employee, the police, and the courts.

D. Clothing

1. The Board shall provide each employee with three (3) new uniforms a year. Said uniforms shall be distributed by December 1st of each contract year.
2. The Board shall provide each employee with one (1) pair of safety shoes each 2nd year if employee elects to wave one new uniform.
3. By December 15th of the contract year the Board shall provide each station with appropriate amount of foul weather gear.

ARTICLE XIV: INSURANCE PROTECTION

- A. The Board agrees to pay full premiums for each employee and his family covered by this agreement for coverage in Blue Cross, Blue Shield Plans of New Jersey, UCR Plan and Major Medical coverage as offered by the Connecticut General Life Insurance Company and shall be in accordance with the C.T.A. medical benefits plan.
- B. The Board agrees to pay full premiums for each member and his family covered by this agreement for coverage in the Blue Cross Blue Shield Prescription Plan or a plan equal to or better than that presently being offered by the Blue Cross-Blue Shield.
- C. The Board agrees to pay full premiums for each employee for coverage under the current dental plan provided by the Board.
- D. The Board reserves the right to convert the present medical programs to alternative plans provided that the new plans be equal to or better than the current plans and that the Association approves the change.
- E. The Board agrees that upon retirement it shall pay to the retiree thirty (30%) percent of unused sick leave, the amount being based on the final years salary. In the event of death, the estate will be reimbursed for the unused sick leave at the same percentage. Beginning July 1, 1981, the Board agrees to increase the percentage to forty (40%) percent.



A. The sum of nine hundred and fifty dollars shall be added to each step of the current salary guides for the year 1980-1981. On July 1st, 1981, a sum of one thousand and fifty dollars shall be added to each step of the salary guide.

B. Head Custodians

1. Elementary School - 8%/year above the guide maximum for a regular custodian.
2. Junior High School - 10%/year above the guide maximum for a regular custodian
3. Night Supervisor - Same as Junior High School Head
4. Stadium Head - Same as Maintenance Department.

C. Shift differentials shall be paid as follows:

1. Second Shift - \$590.00/year
2. Third Shift - \$710.00/year
3. An employee with four (4) hours or more in the second or third shift shall receive the differential of that shift.

DAILY WORK HOURS

The regular working hours for employees shall be as follows:

High School	1 st shift	7:00 a.m. to 4:00 p.m.
	2 nd shift	2:00 p.m. to 11:00 p.m.
	3 rd shift	11:00 p.m. to 7:00 a.m.
Junior High School	1 st shift	7:30 a.m. to 4:30 p.m.
	2 nd shift	3:00 p.m. to <del>11:00 p.m.</del> 12:00 P.
	3 rd shift	<del>11:00 p.m. to 7:00 a.m.</del> 11:30 p.m. to 7:30 A.M.
Elementary	1 st shift	7:30 a.m. to 4:30 p.m.
	2 nd shift	<del>3:00 p.m. to 11:00 p.m.</del> 2:00 p.m. to 11:00 p.m.

ARTICLE XVI: DEDUCTIONS FROM SALARY

A. Association Payroll Dues Deduction

1. The Board agrees to deduct from the salaries of its employees dues for the local association, the New Jersey Education Association or any one or any combination of such dues to Associations as requested of the Board to deduct. Such deduction shall be made in compliance with Chapter 233 N.J. Public Laws of 1966 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the local association by the 15th of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues and a list of its members. Any association which shall change the rate of its dues shall give the Board written notice prior to the effective date of such change.

ARTICLE XVII: SALARY GUIDE

SALARY GUIDE AND SCHEDULE 1980-81 and 1981-82

<u>A. CUSTODIAN</u>	<u>STEP 1</u>	<u>STEP 2</u>	<u>STEP 3</u>	<u>STEP 4</u>
1979-80	9,750.	10,220.	10,715.	13,570.
1980-81	10,700.	11,170.	11,665.	14,520.
1981-82	11,750.	12,220.	12,715.	15,570.

<u>B. MAINTENANCE DEPT. &amp; STADIUM SUPERVISOR</u>				
1979-80	10,694.	11,195.	11,765.	14,710.
1980-81	11,644.	12,145.	12,715.	15,660.
1981-82	12,694.	13,195.	13,765.	16,710.

<u>C. TRUCK DRIVERS &amp; STADIUM CREW</u>				
1979-80	10,072.	10,556.	11,070.	13,975.
1980-81	11,022.	11,506.	12,020.	14,925.
1981-82	12,072.	12,556.	13,070.	15,975.

<u>D. JANITRESS (12 Mos.) HIGH SCHOOL</u>				
1979-80	7,750.	8,170.	8,540.	10,765.
1980-81	8,700.	9,120.	9,490.	11,715.
1981-82	9,750.	10,150.	10,540.	12,765.

<u>E. JANITRESS (10 Mos.) JR. HIGH SCHOOL</u>				
1979-80	6,750.	7,100.	7,410.	9,265.
1980-81	7,700.	8,050.	8,360.	10,215.
1981-82	8,750.	9,100.	9,410.	11,265.

F. HEAD CUSTODIAN

The following stipends are for head custodians -Note: Stipend shall only be paid while in the position.

1. Elementary - 8% per annum above guide maximum for regular custodian.
2. Jr. High School -10% per year above guide maximum for regular custodian.
3. Night Supervisor - Same as Jr. High School Head.

G. STADIUM HEAD

Same salary as Maintenance Department.

## ARTICLE XVIII: REPRESENTATION FEE

### A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 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 effect the employee's per capita cost of services rendered by the Association as majority representatives.

### B. Notification and Amount of Fee

Prior to the beginning of each membership year the Association will inform the Board in writing of the amount of regular dues, initiation fees, and the amount of assessments charged by the Association to its own members. From the total amount will be subtracted the cost of benefits financed through dues, fees, and assessments and available to or benefiting only Association members. In no event shall such amount exceed 85% of the regular membership dues, fees, and assessments.

### C.

Any public employee who pays a representation fee in lieu of dues shall have the right to demand and receive from the majority representatives, under proceedings established and maintained in accordance with N.J.S.A. 34:13A-5.4 of this act, a return of and part of that fee paid by him which represents the employee's additional pro rata share of expenditures by the majority representative that is either in aid of activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative.

### D. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments as nearly as possible from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

- (a) 10 days after receipt of the aforesaid list by the Board; or
- (b) 30 days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck, paid 10 days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

ARTICLE XXIX: MISCELLANEOUS PROVISIONS

A. Board Policy

This Agreement constitutes Board Policy for the term of said Agreement, and the Board shall carry out the commitments contained herein and give them full force and effect as Board Policy.

B. Nondiscrimination

The Board and the Association agree that there shall be no discrimination, and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

C. Separability

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.

SIGNATURES FOR BOARD:

SIGNATURES FOR ASSOCIATION:

Yvonne F. Henshull  
Pres.  
Ronald Schiere Bd. Secy.

James W. Schickler  
Pres.  
Peter J. Spat  
Sec.

November 12, 1980

November 12, 1980

The Board

The Board will add extended coverage for retiring personnel at the group rate as the expense of such retiring personnel in the area of major medical coverage (Board to act as collector agent) so that retiring members may obtain the same rate as the groups, subject to approval by the carrier. J.W.S. P.F.S.