

AGREEMENT

Between the

BOARD OF EDUCATION

of

NORTH PLAINFIELD

Board of Education

in

SOMERSET COUNTY

and the

NORTH PLAINFIELD CUSTODIAL AND MAINTENANCE ASSOCIATION

(includes aides, transportation and cafeteria personnel personnel)

Covering the Period from

X

July 1, 1981, to June 30, 1983

LIBRARY
Institute of Management and
Labor Relations

NOV 16 1981

RUTGERS UNIVERSITY

TABLE OF CONTENTS

<u>Article</u>		<u>Page</u>
	Preamble	2
I	Recognition	3
II	Negotiation Procedures	4
III	Rights and Responsibilities of Both Parties	5
IV	Grievance Procedure	6
V	Hours and Overtime	11
VI	Salary	12
VII	Vacation, Holidays, and Snow Days	13
VIII	Sick Leave and Other Excused Absences	15
IX	Insurance	17
X	Termination and Suspension	18
XI	Liaison	19
XII	Miscellaneous	20
XIII	Schedule--Maintenance and Custodial Salary Guide	22
XIV	Duration of the Agreement	23

AGREEMENT between the Board of Education of North Plainfield and the North Plainfield Custodial and Maintenance Association.

PREAMBLE

This Agreement made on the first day of July, 1981, by and between the Board of Education, North Plainfield, New Jersey, hereinafter referred to the "Board" and the North Plainfield Custodial and Maintenance Association, hereinafter referred to as the "Association" wherein it is mutually agreed as follows:

ARTICLE I
RECOGNITION

(1) Pursuant to the provisions of Chapter 123, Laws of 1974, the North Plainfield Board of Education hereby recognizes the North Plainfield Custodial and Maintenance Association as the majority representative and as the exclusive representative agent for the purpose of collective negotiation for all contracted full-time custodial, maintenance, cafeteria, and aide employee of the North Plainfield Board of Education.

but excluding:

- (a) Supervisor of Buildings and grounds
- (b) Cafeteria Manager
- (c) All other employees of the North Plainfield Public Schools.

(2) The Board agrees to have its representatives meet with representatives of the Association on matters for negotiation.

ARTICLE II

NEGOTIATION PROCEDURES

(1) The parties agree to enter into collective negotiations over a successor agreement in accordance with the applicable provisions of Chapter 123, Public Laws of 1974, in an effort to reach agreement on matters concerning the terms and conditions of employment of the employees represented by the Association. Any agreement so negotiated shall apply to all persons represented by the Association, shall be reduced to writing, shall be signed by representatives of the Board and the Association, and shall be adopted by both the Board and the general membership of the Association.

(2) During negotiations, the Board and the Association shall present relevant data, exchange points of view, and make proposals and counter-proposals.

(3) The contract entered into shall be reduced to writing and shall contain the full agreement between the parties. Any change in said agreement shall be in writing and shall be signed by both parties. No verbal agreements, understandings or warranties shall be recognized by either party, unless they have been reduced to writing and signed by both parties.

(4) The terms of this agreement shall be effective as of July 1, 1981, unless otherwise specified, and shall be in full force and effect until and including the 30th day of June, 1983. This agreement shall be considered renewed every two (2) years. Detailed proposals for amendment shall be presented by September 1st of the second year, and negotiations shall begin no later than September 15th of the second year, unless changed by mutual agreement.

(5) This agreement shall not be modified in whole or in part except by mutual agreement by the parties.

ARTICLE III

RIGHTS AND RESPONSIBILITIES OF BOTH PARTIES

- (1) The Board recognizes the rights, duties and responsibilities of the Association toward its members, in protecting their rights in employment.
- (2) The Association recognizes the Board's right to manage the school system and to do so by, among other things, assigning work tasks and work stations to members of the Association, and by regulating and evaluating their performance in accordance with the rules and regulations made by the Board to carry out the Board's managerial function and responsibilities.
- (3) Any employee who is required to appear for a formal hearing before the Superintendent or the Board of Education shall receive prior written notice of the reasons for said hearing and be advised of the right to be accompanied by a representative of his choice.
- (4) Any items of public record on file in the office of the Secretary of the Board of Education shall be available for examination by any bona-fide representative designated by the President of the Association.

ARTICLE IV

GRIEVANCE PROCEDURE

(1) DECLARATION OF BASIC PRINCIPLE AND INTENT

(a) Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of his own choosing at any or all stages of the grievance procedure.

(b) It is the intent of this procedure to provide everyone concerned with equitable and reasonably fast determination of grievances. As a matter of good practice, grievances should be settled, whenever possible, between the persons or parties immediately affected by the matter arising as a grievance.

(2) DEFINITION OF GRIEVANCE

A grievance shall mean a complaint by an employee or by the Association that there has been to him a personal loss or injury because of a violation, a misinterpretation, or a misapplication of:

1. Board policy
2. This agreement
3. An administrative decision governing such employees.

(3) PROCEDURE FOR ADJUSTING COMPLAINTS OR GRIEVANCES

(a) Step 1: An employee who has a justifiable complaint shall first discuss his complaint, along with the relief sought, orally with his immediate superior. (The "immediate superior" is in the case of custodian, the Head Custodian; in the case of the Head Custodian and in the case of a maintenance man, the Supervisor of Buildings and Grounds.) This discussion shall

held for the specific purpose of trying to resolve the matter informally. If the employee is not satisfied with the results of the results of the informal discussion, he shall put his grievance in writing, and shall submit it to his immediate superior within three (3) working days of the informal discussion. The grievance shall specify (1) the nature of the grievance, (2) the remedy sought by the grievant. He shall send a copy of his grievance to all concerned. The immediate superior shall make a written response containing his decision to the employee within five (5) working days of receipt of the grievance.

(b) Step 2: Custodian only: In the event the complaint is not resolved at Step 1 to the satisfaction of the aggrieved employee, the Association and/or the employee shall present the grievance in writing to the Supervisor of Buildings and Grounds within five (5) working days following the decision received at Step 1. Within five (5) working days, the Supervisor of Buildings and Grounds shall meet with a representative of the Association and the employee involved, in an effort to resolve the grievance. Within seven (7) working days after the grievance meeting, the Supervisor of Buildings and Grounds shall communicate his decision in writing to the Association representative and to the employee involved.

(c) Step 3: Custodians
Step 2: Head Custodians and Maintenance Men

In the event the complaint is not resolved at Step 2 for Custodians or Step 1 for Head Custodians and Maintenance Men to the satisfaction of the aggrieved employee, the Association and/or the employee shall present the grievance in writing to the Director of Operations within five (5) working days following the decision received at Step 2 for Custodians and Step 1 for Head Custodians and Maintenance men. Within five (5) working days the Director

of Operations shall meet with a representative of the Association and the employee involved in an effort to resolve the grievance. Within seven (7) working days after the grievance meeting, the Director of Operations shall communicate his decision in writing to the Association representative and to the employee involved.

- (d) Step 4: Custodian
- Step 3: Head Custodian and Maintenance Men

The Association may appeal the decision of the Director of Operations to the Superintendent of Schools within five (5) working days after receiving the decision of the Director of Operations. The appeal from the decision of the Director of Operations shall be in writing and shall be accompanied by a copy of the Director of Operations decision and all documents and other information related to the grievance. The Superintendent of Schools shall hold a hearing on the grievance appeal. He may hear witnesses or employees who participated in the first step of the grievance, or any other participant and evidence relevant to the issue involved. Within thirty (30) working days after the hearing, the Superintendent of Schools shall communicate his decision as final in writing, together with the supporting reason, to the aggrieved employee and to the Association, to the Director of Operations and to the Principal of the school in the event that the work location of the employee is a school or to any other superior who may be involved.

- (e) Step 5: Custodian
- Step 4: Head Custodian and Maintenance Men

If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education no later than five (5) school days after receipt of the Superintendent's decision. 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 of Education. Within thirty (30) calendar days of receipt of the grievance by the Board, the Board or a committee thereof, shall review the grievance and shall, at its option, hold a hearing with the employee and render a decision in writing. Beyond this step a grievance shall not be processed if it applies to:

1. Any matter for which a method of review is prescribed by Title 18A,
 2. Any rule or regulation of the State Commissioner of Education,
 3. Any matter which according to law is beyond the scope of Board authority.
- (f) Step 6: Custodian
Step 5: Head Custodian and Maintenance Men

If the decision of the Board of Education does not resolve the grievance to the satisfaction of the employee, and the employee wishes review by a third party, he shall refer the grievance to the Association. Within ten (10) school days of receipt of the Board's decision, the Association may request arbitration of the grievance by notifying the Board through the Superintendent.

1. The following procedure shall be used to secure the services of an arbitrator:
 - (a) A joint Board-Association request shall be made to the American Arbitration Association to submit a roster of persons fully qualified to function as arbitrators of the grievance in question.
 - (b) Should the parties be unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of names.
 - (c) Should the parties be unable to determine a mutually satisfactory arbitrator from the second submitted list within ten (10) school days of the initial request for arbitration, the American Arbitration Association shall be requested by either the Board or the Association to designate an arbitrator.

2. The arbitrator shall limit himself to the issue submitted to him and shall consider nothing else. He shall add nothing to, nor subtract anything from, the Agreement between the parties or from any policy of the Board of Education. The recommendations of the arbitrator shall be binding on the language of the agreement and shall be advisory regarding Board policy and administrative decisions governing Board employees. Within thirty (30) calendar days of the completion of the Arbitrator's hearings, copies of the arbitrator's findings and recommendations shall be given to the Board and to the aggrieved and his representatives only.

(4) COSTS

(a) The fees and the expenses of the arbitrator are the only costs which shall be shared by the two parties, and such costs shall be shared equally.

(b) All other costs shall be borne by the parties incurring them.

ARTICLE V

HOURS AND OVERTIME

(1) The standard work week of all employees of the unit, regardless of the shift on which they may work, shall be based on a forty-hour week consisting of five (5) eight-hour days excluding lunch period. Employees shall be granted a ten-minute period for personal wash-up at the end of each shift except for abnormal circumstances. Starting times and lunch periods shall be determined by the school principal and/or the Director of Operations.

(2) Two (2) fifteen-minute break periods, one in each half of each shift, shall be permitted at times mutually agreed upon by the employee and his immediate superior.

(3) Overtime at the rate of one-and-one-half ($1\frac{1}{2}$) times the employee's regular hourly rate shall be paid for all authorized work performed in excess of forty (40) hours per week. Time granted for holidays, emergency leave, vacation, and sick leave shall be included in the forty-hour work week.

(4) Overtime and double time shall be rounded to the nearest half-hour at the end of each pay period. Payment for overtime and double time shall be made on the fifteenth day of the month following the month in which the overtime and/or double time is worked. It is agreed that any emergency matters requiring an employee's attention beyond his regular hours stated above will be performed by him as part of his total job responsibility at the overtime rate and in keeping with the terms of the agreement contained herein.

(5) Holiday work shall conform to established time schedule and shall be paid at double time rate.

ARTICLE VI

SALARY

(1) Salary increments movement from step to step on the enclosed schedule will be awarded only on employee's satisfactory performance over the last twelve months or less in case of new employees. All increases will be effective as of July 1st.

(2) No salary of a satisfactory employee shall be below the appropriate step on the guide.

(3) For purposes of placement on the salary guide, no new employee may be hired at a basic salary above step five (5) for 1981-1982, or above step six (6) for 1982-1983.

(4) For the purpose of determining years of experience for placement on the salary guide, service for three (3) full months or more as of July 1st constitutes one year.

(5) Head custodians checking their respective school buildings on weekends and holidays are not entitled to any extra pay.

ARTICLE VII

VACATION, HOLIDAYS, AND SNOW DAYS

(1) Vacation schedule for employees shall be established by the Director of Operations prior to April 1st of each year. Any change in the schedule subsequent to April 1st shall be by mutual agreement of the employee and the Director of Operations.

(3) Employees will be granted paid vacation allowance as follows:

One half-day for each full month for employees who have been with the Board for at least one month and not more than 11 months as of July 1st. Two weeks annually for employees who have been with the Board for at least one year and not more than five years as of July 1st. Two weeks plus one day per year after five years for employees who have been with the Board for at least five years but less than ten years as of July 1st. Three weeks per year for employees who have been with the Board for at least ten years but less than fifteen years as of July 2nd. Four weeks per year for employees who have been with the Board for 15 years or more as of July 1st.

(4) Holidays: Employees of the unit shall be allowed fourteen paid holidays each year. These paid holidays shall coincide where practicable with days that are established as holidays in the school calendar. In determining which days shall be recognized as holidays, the Superintendent of Schools shall take into consideration the needs of the school system and the security of the buildings and other properties belonging to the Board of Education. The holiday calendar for each year shall be established by September 1st. Any changes subsequent to September 1st may be made by mutual agreement of the Association and the Superintendent. The holidays for employees of the unit shall be:

Independence Day
Labor Day
Election Day*
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day
New Year's Day
Washington's Birthday (2 days)**
Good Friday
Easter Monday
Memorial Day
Floating Holiday***

*When included in school calendar

**Consistent with adopted calendar mid-winter recess

***Starred holidays to be designated by Superintendent of Schools

NOTE; If one or more of the above holidays falls on a non-scheduled work day, then the Director of Operations shall designate an alternate compensatory day.

(5) Snow Days: Custodial and Maintenance employees are required to report for duty on days which schools are closed due to snow and other climatic conditions. Employees will be paid double time for work snow removal. All snow work shall be assigned by the Director of Operations or the Supervisor of Buildings and Grounds. All other work on snow days will be at the straight time rate.

ARTICLE VIII

SICK LEAVE AND OTHER EXCUSED ABSENCE

(1) "Sick Leave" is hereby defined to mean the absence from his or her post of duty of any person because of personal disability due to illness or injury or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household (Title 18A:30-1).

Members of morning crews must notify the Director of Operations of their absence no later than eight o'clock a.m. All others are expected to notify the Director of Operations at least one hour prior to the beginning of their shift except for unforeseen emergencies.

All persons holding any office, position or employment for the North Plainfield Board of Education, who are steadily employed under contract, shall be allowed sick leave as follows:

10-month employees - 11 days
12-month employees - 13 days

Sick leave allowable under the above conditions shall accumulate for use as may be needed for sickness in subsequent years.

Pursuant to Title 18A:30-1 et. seq., a physician's certificate attesting to the illness or physical disability of an employee may be required in cases where absence for reasons of sickness is claimed.

(2) An employee may be absent without loss of pay if a member of the employee's immediate family dies. Immediate family shall be interpreted to mean the employee's spouse, father, mother, brother, sister, son, daughter, grandparent, grandchildren, father-in-law, mother-in-law, or any other person living as a member of the employee's household.

Absence without loss of pay shall be limited to a reasonable length of time.

Should there be any question regarding the meaning of "reasonable", the employee should consult the Director of Operations before or during the first half-day of absence.

(3) An employee may be absent without loss of pay if an emergency requires him/her to be away from his/her duties. Not more than one (1) day with pay shall be allowed in any school year for this type of absence. Approval from the Director of Operations must be obtained prior to or during the first half-day of absence.

(4) An employee may be absent without loss of pay at such times as absence results from obedience to legal process.

(5) Examination by the New Jersey Department of Labor and Industry Fireman's License Examination will constitute part of regular work day.

Fees - annual boiler license fees and school tuition for permanent employees under contract (or after signing a contract) to be paid by the Board of Education, if required by the Board.

ARTICLE IX

INSURANCE

(1) The Board shall provide Health Care Insurance including Hospitalization, Medical-Surgical, and Major Medical protection equivalent to the benefits provided by the "New Jersey State Health Benefits Program." The Board shall pay the full payment for each eligible employee and dependents. The Board shall make payment of insurance premiums to provide insurance coverage for the full twelve-month period commencing on July 1st and ending June 30th for each employee who remains in the employ of the Board for the full school year. Provisions of the Health-Care Insurance Program shall be detailed in master policies held by the Board.

(2) If another School District bargaining unit receives additional insurance coverage, then this coverage shall be incorporated into this contract on the same basis or negotiations shall immediately commence regarding this issue.

(3) The Board shall continue to provide a \$1.00 co-pay prescription plan, including contraceptives, for each employee with family coverage.

ARTICLE X

TERMINATION AND SUSPENSION

(1) In the case of unsatisfactory performance, the Director of Operations will give the employee a written evaluation and have a discussion of his/her performance on the job and give him/her thirty days to bring his/her work up to acceptable standards shall be considered just cause for a letter of termination.

Furthermore, the Board or its representative reserves the right to terminate or to suspend an employee without pay upon evidence of just cause. Just cause shall include, but not be limited to, violation of Board regulations or terms of this agreement, fighting, being under the influence of unprescribed intoxicating drugs or alcohol while on duty, smoking in unauthorized areas, failure to report for duty, insubordination, job-related immoral behavior, or conviction of criminal activities.

In no case shall the period of suspension exceed thirty days.

(2) 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 employees in the department involved at the work location consistent with Title 18A:17-4.

(3) Employees of the unit who reach their seventieth (70th) birthday during the school year must retire by June 30th of that year.

ARTICLE XI

EMPLOYEE-ADMINISTRATIVE LIAISON

A liaison committee of Association representatives shall meet no more than once each quarter during the effective period of this contract to discuss current problems and practices of mutual interest and concern. This committee shall consist of the Association president and two representatives of his choosing, one each from the custodial and maintenance forces, plus the Director of Operations and no more than two (2) Board of Education representatives. It shall be incumbent upon the Association president to notify the Director of Operations when a meeting is desired and to submit three days before said meeting an agenda of the issues to be discussed.

ARTICLE XII

MISCELLANEOUS

- (1) A list of open custodial and maintenance positions in the school district shall be posted within ten (10) days of such opening. Within five (5) days after such posting, any qualified employee who desires to apply for such open position may file a written request with the Director of Operations. Any change will be at the discretion of the Director of Operations.
- (2) Employee transfers from one work location to another within the district may be made at the discretion of the Director of Operations. Notice of such transfer or reassignment shall be given to the employee five (5) working days before the transfer or reassignment. Emergency transfers shall be at the discretion of the Director of Operations.
- (3) Work Expectations: Employees will be expected to perform duties related to their basic work function and their personal skills as is deemed necessary by the Director of Operations.
- (4) Employee Facilities and Equipment: All employees, where applicable, shall be provided with the appropriate equipment necessary to do a high quality of work. The Board shall supply to each employee the following personal equipment:
 - Four (4) uniforms per year, 2 summer and 2 winter.
 - Appropriate safety equipment when required by the nature of the work performed.
 - One (1) set of complete rain gear (hat, coat, and boots) when required by the nature of the work performed.In addition, five dollars (\$5.00) will be allotted each member of the Association toward the annual purchase of one pair of safety shoes.

(4) Unless otherwise stated in this contract, nothing contained herein shall be interpreted and/or implied so as to detract or reduce any of the Board's rights, duties, prerogatives, or responsibilities to manage the school district as endowed by law or custom.

(5) Whenever notice is required to be given by either of the parties of this agreement, either party shall do so by telegram, certified or registered mail or by personal delivery to the following address:

(a) if by the Association to the Board, the address shall be:

Superintendent of Schools
North Plainfield Board of Education
33 Mountain Avenue
North Plainfield, New Jersey 07060

(b) if by the Board to the Association, it shall be addressed to the President of the Association at an address that shall be provided to the Board no later than the second day after this agreement is ratified.

(6) If another School District bargaining unit receives an agency shop provision, then the provision shall be incorporated into this contract on the same basis or negotiations shall immediately commence regarding this issue.

ARTICLE XIII

MAINTENANCE AND CUSTODIAL SALARY GUIDE

<u>CUSTODIANS</u>	<u>1981-1982</u>	<u>MAINTENANCE & HEAD CUSTODIANS</u>	<u>1981-1982</u>
1.	8,305	1.	9,350
2.	8,855	2.	9,983
3.	9,405	3.	10,615
4.	9,955	4.	11,248
5.	10,505	5.	11,880
6.	11,055	6.	12,513
7.	11,605	7.	13,145
8.	12,155	8.	13,778
9.	12,705	9.	14,410

ADDITIONAL COMPENSATION

Shift Differential	a) Second - 6% of base salary b) Third - 9% of base salary
High School Head Custodian (Day and Evening)	1981-1982 - \$800; 1982-1983 - \$800
Elementary School Head Custodian	
Stony Brook School)	
East End School)	1981-1982 - \$500
Somerset School)	1982-1983 - \$500
West End School)	
Watchung/Harrison School)	
Head Custodian of Grounds	1981-1982 - \$600; 1982-1983 - \$600
Boiler License	\$300
Custodian with skill or special duty	\$300
Maintenance with skill	\$500
Journeyman	\$1,800
Longevity: 10 years - \$ 500	
15 years - 750	
20 years - 1,000	

ARTICLE XIV

DURATION OF THE AGREEMENT

This Agreement shall come into effect on July 1, 1981, and shall continue in effect until June 30, 1983, except that for the second year of this two (2) year Agreement salary shall be reopened for negotiations in accordance with the provisions of Article II. The above Agreement was entered into during 1981 by representatives of the Board of Education and representatives of the North Plainfield Custodial and Maintenance Association.

It was ratified by the Association on September 9, 1981,
and by the Board of Education on August 5, 1981.

BOARD OF EDUCATION

NORTH PLAINFIELD CUSTODIAL AND
MAINTENANCE ASSOCIATION

North Plainfield
County of Somerset
State of New Jersey

Frank G. Eckert
President

Dennis Lauterborn
President

ATTEST:

ATTEST:

Ronald P. Rossi
Secretary

Joseph C. Gettys
Secretary