

AGREEMENT

between the

BOARD OF EDUCATION

and the

GUSTODIANS' ASSOCIATION

Penns Grove-Upper Penns Neck Regional School District

1973-1974

PREAMBLE

This Agreement entered into this 9th day of April, 1973, between the PENNS GROVE-UPPER PENNS NECK REGIONAL BOARD OF EDUCATION, hereinafter called the "Board" and the CUSTODIAN 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, 1973, and shall terminate June 30, 1974, 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 she shall suffer no loss in pay.

B. The Association and its representative 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 1971-1972.

ARTICLE 5
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 6
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 7
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.

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

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

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

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:

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

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.

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

**ARTICLE 8
TEMPORARY LEAVES OF ABSENCE**

C. Staff members will sign an absence verification.

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

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.

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.

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

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 9

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 10

INSURANCE PROTECTION

The Board will provide the same insurance benefits as existed in the 1972-73 agreement. Any increased cost to said benefits will also be paid by the Board. In addition, during the 1973-74 school year the Board will provide one-third (1/3) dependency coverage, where applicable. During the 1974-75 school year the Board will provide full dependency coverage, where applicable.

ARTICLE 11

MISCELLANEOUS

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

B. 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 20¢ per hour for the 3 P.M. to 11 P.M. shift and 25¢ per hour for the 11 P.M. to 7 A.M. shift.

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

D. Holidays

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

- New Year's Day
- Lincoln's Birthday
- Good Friday
- Memorial Day
- Veterans Day
- July 4th
- Washington's Birthday
- Columbus Day
- Martin Luther King's Birthday
- Easter
- Christmas Day
- Thanksgiving (and the day after)

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.

E. 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. Custodians shall be paid in advance for the vacation period provided twenty (20) days notice is given to the District Business Office.

F. Substitutes

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

ARTICLE 12
DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1973, and continue in effect until June 30, 1974. 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: George A. Gray
President

By: Willy M. Brown
President

By: Harold Schmid
Secretary

By: Robert L. Hayes
Secretary

SCHEDULE A

Year	Matron	Helpers	Ground-keeper	Regular Custodian	Custodian 1 Man Bldg.	HEAD Custodian Field Carleton	HEAD Custodian	Custodian Groundkpr	Middle Maint. Man
1	5775	6075	6075	6175	6275	6375	6675	6875	6875
2	5975	6275	6125	6375	6475	6575	6875	7075	7075
3	6125	6425	6425	6525	6625	6725	7025	7225	7225
4	6275	6575	6575	6675	6775	6875	7175	7375	7375
5	6125	6725	6725	6825	6925	7025	7325	7525	7525
6	6575	6875	6875	6975	7075	7175	7475	7675	7675
7	6725	7025	7025	7125	7225	7325	7625	7825	7825
8	6875	7175	7175	7275	7375	7475	7775	7975	7975
9	7025	7325	7325	7425	7525	7625	7925	8125	8125
10	7175	7475	7475	7575	7675	7775	8075	8275	8275
11	7325	7625	7625	7725	7825	7925	8225	8425	8425
12	7475	7775	7775	7875	7975	8075	8375	8575	8575
16	7625	7925	7925	8025	8125	8225	8525	8725	8725
21	7775	8075	8075	8175	8275	8375	8675	8875	8875
26	7925	8225	8225	8325	8425	8525	8825	9025	9025
31	8075	8375	8375	8475	8575	8675	8975	9175	9175
36	8225	8525	8525	8625	8725	8825	9125	9325	9325
41	8375	8675	8675	8775	8875	8975	9275	9475	9475
46	8525	8825	8825	8925	9025	9125	9425	9625	9625

February 12, 1973

The following wording for Article X has been accepted by the Penns Grove-Upper Penns Neck Regional Education Association, Inc., and the Penns Grove-Upper Penns Neck Regional Board of Education:

ARTICLE X

NON-INSTRUCTIONAL DUTIES

A. There shall be implemented a system of volunteers to perform the non-instructional duties required for school operation. A roster shall be prepared one month in advance by the building representative. Should there be no volunteers, the building principal will prepare a schedule on seniority basis. Teachers may make switches of assignments with other teachers. Substitutes shall take the duty schedule of the teacher for whom they are substituting. Any teacher who refuses to perform an assigned duty may be charged with misconduct by the Board.

B. Teachers performing duties shall have equal amounts of released time which may be deducted from the 30 minutes teachers are required to remain after school.

C. Non-instructional duties currently assigned teachers in the district shall not be increased in nature or extent during the terms of this agreement.

D. Non-instructional aides will be provided in Grades K-6 for the purpose of providing lunch and lunch-duty recess coverage.

E. Non-instructional aides will be provided on a trial basis in the Field Street and Carleton Schools for the purpose of providing P.M. bus duty coverage.

F. Should an aide described in "D" and "E" above be absent, teachers will be required to substitute on a temporary, rotating basis if a teacher volunteer is unavailable. However, no teacher shall be required to perform these duties mentioned in "D" and "E" above when aides are available.

G. The Joint Study Committee on non-instructional duties shall continue to meet periodically to review Section "E" above and other non-instructional duties still performed by teachers. The Committee shall, before the end of each academic year, submit both to the Board of Education and to the Association, its recommendations in the previously mentioned areas. These recommendations shall be adopted by the Board and the Association upon ratification and will then be implemented by inclusion in their contract for the next academic year and made a part thereof.

H. If the Board or the agents thereof make every effort and still are unable to employ aides to fill these positions, it is recognized that provisions "D" and "E" above may have to be modified in accordance with the number of aides the Board is able to employ.

Penns Grove-Upper Penns Neck
Regional Board of Education

By: Willy M. Brown
President

By: Robert L. Hoyer
Secretary

Penns Grove-Upper Penns Neck Regional
Education Association, Inc.

By: Ronald J. Hayes
President

By: Joseph A. Mangini
Secretary

