

4-3058

**AGREEMENT**

**TRENTON SCHOOL CUSTODIANS**

**and**

**THE TRENTON BOARD OF EDUCATION**

*(Employees)*

**Effective**

**X July 1, 1980 – June 30, 1983**

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**PREAMBLE**

This Agreement entered into this 28th day of August, 1980, by and between the Board of Education of the City of Trenton, County of Mercer, State of New Jersey, hereinafter called the "Board", and the Trenton School Custodians Association, hereinafter called the "Association" and in effect from the first day of July, 1980 until the thirtieth day of June, 1983

**WITNESSETH:**

WHEREAS, the Board and the Association recognize and declare that an integral part of providing a quality education for the students of the Trenton School District is the proper care and maintenance of the school and other physical facilities of the District, and

WHEREAS, this primary aim is best fostered through a spirit of mutual trust and cooperation, the application of democratic processes in administration and maintenance of high morale among the custodial employees, and

WHEREAS, the Board and the Association desire to effectuate the provisions of Section 19 of Article I of the Constitution of the State of New Jersey and to implement Chapter 123 of the Public Laws of 1974, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

**RESOLVED**, in consideration of the following mutual covenants, it is hereby agreed as follows:

**ARTICLE I**

**RECOGNITION**

**Section 1:**

The Board agrees to and hereby does recognize the Trenton School Custodians Association as the exclusive negotiating agent for the purpose of collective negotiations in any and all matters relating to terms and conditions of employment on behalf of all employees in the classifications set forth below

**Section 2:**

Classifications of custodians covered by this agreement:

Custodian Engineer - Grade 1  
Custodian Engineer - Grade 2  
Custodian Engineer - Grade 3  
Head Custodian  
Custodian - Grade 1  
Custodian - Grade 2  
Assistant Custodian -  
Fieldman  
Cleaner, Heavy  
Cleaner, Full Time, Light  
Cleaner, Part Time, Light  
Fireman, High Pressure, In Charge  
Fireman, High Pressure, Regular  
Night Watchman  
Probationary Employees

**Section 3:**

**NEGOTIATION OF A SUCCESSOR AGREEMENT**

**A. Deadline Date**

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws 1974, in a good faith effort to reach agreement on all matters concerning the terms and conditions of custodial employees' employment. All efforts shall be made to begin not later than *October 15* of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all custodial employees, be reduced to writing; be signed by the Board and the Association, and be adopted by the Board.

**B. Notice**

The Trenton Board of Education or the Trenton School Custodians Association, if desiring changes in this agreement, must notify the other party on or before *December 1* of any year, said changes if agreed upon, shall become effective on *July 1* of the following year. However, changes may be made

at any time by mutual consent. Such mutually consensual changes may be reduced to writing and be ratified by the Board and the officers of the Association.

**ARTICLE II**

**GRIEVANCE PROCEDURE**

**Section 1 - DEFINITIONS**

1. A grievance is a claim by an employee or the Association, based upon the interpretation, operation, application or performance of the terms of this Agreement, Policy and administrative decision, or relating to wages, hours or conditions of employment or any complaint, controversy, dispute or grievance involving a claimed breach of any of the terms or conditions of this Agreement, shall be handled in the following manner:
2. **Aggrieved person**  
An "Aggrieved person" is the person or persons or the Association making the claim.
3. **Party in interest**  
A "Party in interest" is the person or persons making the claim and any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

**Section 2 - PURPOSE**

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problem which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

**Section 3 - PROCEDURE**

1. **Time Limits**  
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. Level One - Immediate Superior**

An employee with a grievance shall first discuss it with his principal or immediate superior, either directly or through the Association's designated representative, with the objective of resolving the matter informally. This discussion will be identified as an informal grievance and the date noted and initialed by both parties. A decision shall be rendered within 5 school days.

**3. Level Two - Superintendent**

If the aggrieved person is not satisfied with the disposition of his grievance at Level One he may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools.

**4. Level Three - Board Level**

a. In the event that the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or in the event no decision has been rendered by the Superintendent within 5 school days after the conclusion of the hearing or after 15 school days after the grievance has been filed with the Superintendent, he may request the Association to appeal the grievance to the Board, in which event the Association shall take the appeal by notifying the Superintendent in writing.

b. The Board or designated hearing officers will review the grievance with the grievant and Association representatives present solely for the purpose of reviewing the accuracy of the facts presented. No new evidence shall be presented at this level. The hearing officers shall present a written recommendation to the Board within 15 work days of the hearing.

c. The Board shall render a written decision on the grievance

ance within 20 work days after the recommendations of the hearing officers is presented to the Board and a copy of each decision shall be immediately forwarded to the Association which shall notify the grievant.

d. The Board shall not be required to hold a special meeting to comply with times specified in Level Three, (a), (b), (c) provided that not more than forty working days shall elapse between the filing of the grievance at Level Three and the Board's decision.

**5. Level Four - Arbitration**

a. If the aggrieved person is not satisfied with the disposition of his grievance at Level Three, or if no decision has been rendered within forty (40) work days after the grievance was delivered to the Board, he may within five (5) work days after a decision by the Board or forty (40) work days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Association submit its grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) work days after receipt of a request by the aggrieved person and the Board shall be so notified.

b. The parties shall then be bound by the rules and procedures of the American Arbitration Association or Public Employees Relations Committee in the selection of an arbitrator.

c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision normally not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is

violative of terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

- d. In the event that arbitrability of a grievance is at issue between the parties, jurisdiction to resolve the issue shall rest solely with the arbitrator selected in accordance with the provisions of Section C.6 (b) of this Article.
- e. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expense incurred shall be paid by the party incurring same.

### ARTICLE III

#### RIGHTS OF ASSOCIATION

##### Section 1:

A bulletin board shall be provided in each school for the exclusive use of the Custodians Association.

##### Section 2:

Employees shall be permitted to wear their Association buttons while performing work.

##### Section 3:

A current seniority roster of appointed Custodial personnel shall be given to the secretary of the Association by the office of the Executive Director, Building & Grounds, annually.

##### Section 4:

Representatives of the Association, shall be permitted to transact official Association business on school property if the regular request form for permission is forwarded to the office of the Executive Director of Building and Grounds.

##### Section 5:

The Association and its representatives shall have the privilege, with permission of Dir. of Building and Grounds, to use the Trenton Central High School for meetings during evening hours when night school is in session. Any rejection of such request shall be explained in writing.

##### Section 6:

The Association shall have the privilege to use school facilities and equipment, including typewriters, mimeographing machines, other duplicating equipment, calculating machines, and all types of audio-visual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

##### Section 7:

The Association shall have the privilege to use the inter-school mail facilities and school mail boxes so long as the use is not contrary to laws covering distribution of material in or on school property.

### ARTICLE IV

#### RIGHTS OF CUSTODIANS

##### Section 1:

No Board policies, instructions, or handbooks shall in any way limit the rights granted custodians in this Agreement. Any portion of any Board document that is inconsistent with this Agreement shall be ineffective.

##### Section 2:

The Board shall implement the provisions of New Jersey Public Laws Title 18A, Sections 17-3 and 17-4.

**Section 3:**

Custodians shall not be required to use their personal vehicle for the transportation of persons or materials.

**Section 4:**

Custodians shall not be assigned duties requiring their leaving their regularly assigned buildings without informing the custodian in charge of the building.

**Section 5:**

All custodians shall have a duty free lunch period or be paid for same at time and half his hourly rate.

**Section 6:**

Custodians in charge of buildings shall report to the office of the Executive Director, Buildings and Grounds and the office of the principal before leaving the building during working hours.

**Section 7:**

A. Custodians shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

B. 1. The Board assumes responsibility for any assault to the custodian or his person while acting properly in the discharge of his duties or within the scope of his employment or under the direction of the Board or its designee.

2. When absence arises out of or from such assault or injury, the custodian shall not forfeit any sick leave or personal leave. Any claim, demand, suit, or judgement arising from such assault or injury shall be honored by the Board.

3. The Board shall render all reasonable assistance to the custodian in connection with the incident by law enforcement and judicial authority.

4. If criminal or civil proceedings are brought against a custodian alleging that he committed an assault in connection

with his employment, such custodian may request the Board to furnish legal counsel to defend him in such proceeding. If the Board does not provide such counsel and the custodian prevails in the proceeding, then the Board shall reimburse the custodian for reasonable counsel fees incurred by him in defending the proceeding.

**ARTICLE V**

**PROBATIONARY EMPLOYEES**

**Section 1:**

All unappointed personnel filling vacancies shall be classed as Probationary Employee.

**Section 2:**

A probationary employee whose position requires a fireman's license shall be given a period of twelve (12) months to acquire same.\* Failure to obtain a license shall result in dismissal.

**Section 3:**

A Probationary Employee whose position does not require a license shall be appointed within three (3) months of his date of employment or dismissed.

\*During which time the probationary employee shall fire boilers only under the direct supervision of a licensed fireman.

**ARTICLE VI**

**SENIORITY**

**Section 1:**

Seniority shall be defined as service by employees of the School District in the collective bargaining unit covered by

this Agreement from the date of hiring. An employee shall lose all accumulated seniority only if he resigns or is discharged for cause, irrespective of whether he is subsequently rehired.

**Section 2:**

Any anticipated or planned reduction in force shall not be implemented or take effect without thirty (30) days prior notice to the Association and the individual involved.

**Section 3:**

In the event of a unit reduction in force, employees shall be laid off in the inverse order of seniority of the employees in the unit.

**Section 4:**

Recalls from layoff shall be accomplished in the inverse order of layoff.

**Section 5:**

Association Officers and Representatives shall be deemed to have superseniority insofar as layoffs are concerned during the term of office to which they are elected. They will be returned to their regular standing on the seniority list upon termination of office.

**Section 6:**

Notice of recall to work shall be addressed to the employee's last address appearing on return receipt requested. Within the time limits stipulated by statute, from receipt of such notice of recall, the employee shall notify the Department of Personnel, in writing, whether or not he desires to return to the work involved in the recall. If he fails to reply or if he indicates that he does not desire to return to such work, he shall forfeit all of his seniority and all rights to recall. If he indicates that he desires to return to the work involved in the recall notice, then he shall report for such work within

10 days from the date he receives the recall notice or within such period of time as is set forth in a written extension of time.

**Section 7:**

Seniority shall not be accumulated during the period of layoff. Upon recall the appointed employee shall be entitled to the seniority accumulated at the date of layoff.

**Section 8:**

Any employee having ten (10) years or more service in the system and/or seven (7) years in the same job title shall automatically go to maximum pay.

**ARTICLE VII**

**PROMOTIONS**

**Section 1:**

All open positions shall be filled from the seniority roster of appointed members of the custodial staff included in the unit as defined in Article I, Section 2.

**Section 2:**

All vacancies occurring in position above the custodial assistant classification shall be filled by the promotion of custodians from a lower classification, or, a lateral move within the classification. A lateral move within the same classification shall have preference.

**Section 3:**

Notice to all vacancies within the unit shall be prepared and sent out to all work locations by the office of the Executive Director, Buildings and Grounds. Such notices shall be posted on the official custodial bulletin board at least ten (10) working days before the closing date for Application. A copy of each such notice shall be sent to the Association.



**Section 4:**

Eligible custodians who desire to apply for the advertised job vacancy shall submit his application in writing to the Executive Director, Buildings and Grounds within the time limit specified in the notice. All applications shall be acknowledged in writing by the office of the Executive Director, Buildings and Grounds.

**Section 5:**

Selection for a vacancy shall be made by the Executive Director, Buildings and Grounds, from the applicants if any based on ability and seniority of the applicant, after referral to the promotional committee of the Association.

**Section 6:**

The successful applicant shall be notified of his selection by the Executive Director, Buildings and Grounds, stating the effective date and salary of his new position. A notice with the name of the successful applicant shall be sent to all work locations for posting.

**Section 7:**

The rate of compensation of promoted employees shall be a promotional increment to the new position or the minimum of the new position, whichever is higher.

**ARTICLE VIII**

**LEAVE POLICIES FOR PERMANENT EMPLOYEES**

**Section 1: Sick Leave**

Custodians shall be allowed eighteen (18) days for leave because of personal illness per year. The unused portion of such leave at the end of any year shall be cumulative.

**Section 2: Illness in Immediate Family**

Up to a total of three (3) days per year shall be allowed for illness in the immediate family with no loss of pay. Immediate family shall mean spouse, child, parent, brother, sister, or other relative living the same household.

**Section 3: Death in Family**

All appointed employees shall be allowed five (5) days without loss of pay at the time of death in the immediate family. Immediate family shall mean spouse, child, parent, brother, sister, or other relative living the same household at the time of death.

**Section 4: Death of Others**

With the approval of the Superintendent of Schools an appointed employee shall be allowed an absence of one day with no loss of pay for the death of others.

**Section 5: Personal Business or Religious Holidays**

Three (3) days per year shall be allowed for either personal business or religious holidays. Personal business days shall be approved in advance by the Executive Director, Buildings and Grounds.

**Section 6: Marriage of Employee or in Immediate Family**

One (1) day shall be allowed with no loss of pay.

**Section 7: Court Order**

Absence by reason of subpoena shall result in no deduction from salary provided the subpoena is filed with the Secretary-Business Administrator, except where the employee is a party to the suit in which case full deduction shall be made.

**Section 8: Jury Duty**

Employees subpoenaed for jury duty shall receive full pay less fee received for such service.

**Section 9: Leave of absence**

A furlough, with loss of pay, may be granted by the Board of Education for a period of three months, after which another leave period of three (3) months may be applied for. After the six (6) months an appraisal shall be made by the Executive Director, Buildings and Grounds before any further extension is granted. Final approval of such action is required by the Board of Education.

**Section 10:**

Custodians returning to work after an authorized leave of absence shall be returned to the same or similar position that they held at the time said leave was commenced.

**Section 11:**

At the option of the custodial employee, after twenty-five (25) years of service and upon retirement, accumulated sick leave may be taken in a cash settlement at the rate of one (1) day's pay for every three (3) days of accumulated sick leave. *\*Effective July 1, 1981 - 25 years becomes 20 years*

**Section 12: Maternity Leave**

Any female employee shall, upon request, be granted a leave of absence without pay, for maternity purposes or adoption of a child for a period of not more than two (2) years.

Any pregnant employee shall be entitled to continue working as long as she is physically able to do so, and to return to her duties when physically able. At the beginning of the seventh (7th) month of pregnancy, the employee's personal physician shall issue a certificate stating that the employee is physically able to continue her duties. Concurrence of the personal physician and the school medical director may be required by the board to establish the initial date of the maternity leave.

Any employee adopting an infant child may receive similar leave which shall commence upon receiving de facto

custody of said infant. The employee requesting such leave as stated above shall indicate a tentative return-to-work date on a leave request form provided, and reconfirmation of such return-to-work date shall occur at least thirty (30) days prior to such return. Any male employee shall, upon request, be granted a leave of absence without pay for paternity purposes or adoption of a child for a period of not more than one (1) year.

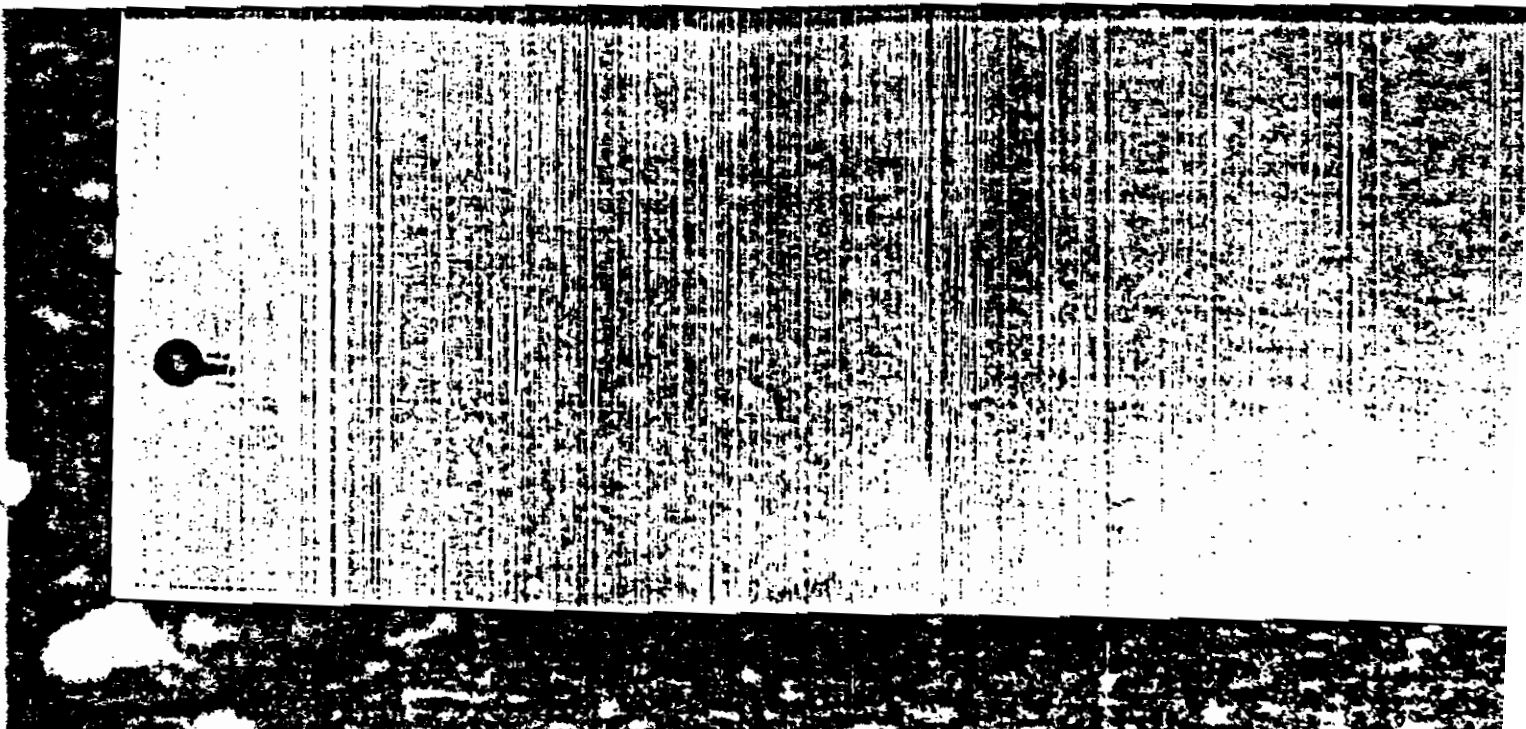
**Section 13:**

Any custodian absent because of injury by accident arising out of and in the course of his employment, compensable under the Workmen's Compensation Act of New Jersey, shall be entitled to workmen's compensation benefits as provided by statute and as covered by Workmen's Compensation Insurance and as defined in New Jersey School Law-18A:30-2.1.

**Section 14: Policy for Part-Time Cleaners**

Realizing the necessity for maintaining sanitary conditions in all of its schools, and expecting its Executive Director of Buildings & Grounds to be aware of matters which rightly fall under his administrative supervision, the Trenton Board of Education agrees that the following procedure for obtaining substitute services for part-time cleaners shall be enforced, contingent upon availability of funds. The officers of the Custodians Association will upon request, be informed about the status of the funds available for part-time cleaner substitutes.

- a. If a part-time cleaner remains absent from work for two (2) consecutive days, the head custodian of the building may, at his discretion, on the second day of absence call in a substitute employee from a list of substitutes approved by the Executive Director of Buildings and Grounds and by the Trenton Board of Education.
- b. If a part-time cleaner is absent for four (4) consecutive days, and if a substitute has been engaged for three of



the four consecutive days, the Executive Director of Buildings and Grounds must be consulted about the advisability of engaging a substitute cleaner beyond the fourth consecutive day.

- c. Only in the event that a head custodian is unable to obtain the services of a substitute under the provision of paragraphs (a) and (b) above, he may, after consulting with the Executive Director of Buildings and Grounds, offer existing permanent personnel, on a rotating basis, the option of working additional hours equal to the time that a substitute would have worked had one been available.

#### ARTICLE IX

##### INSURANCE PROTECTION

###### Section 1:

The Board shall pay the premium for employees and family (up to age 25) of whatever Blue Cross and Major Medical benefits are provided for all other units.

###### Section 2:

The Board shall pay the premium for the present family drug prescription program. Employee will co pay \$1.

#### ARTICLE X

##### DUES DEDUCTION

The Board agrees to deduct from the salaries of custodians, dues for the Association. Such deductions shall be made in compliance with Chapter 310 of the Laws of 1967 (NJSA 52:14-15, 9E) and under the rules established by the State Department of Education. Said monies will be transmitted promptly by the 15th of each month to the treasurer of the Association.

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#### ARTICLE XI CUSTODIAN'S FACILITIES

###### Section 1:

All custodians shall have available to them in each new building or addition to present buildings the following facilities:

- a. Separate rooms for male and female personnel which shall contain adequate toilet facilities, showers, lockers, wash basins, mirrors, tables, chairs, bulletin boards, water cooler and electrical outlets. Each room shall be well lighted with controlled heat and ventilation.
- b. Custodial facilities now in effect shall remain in effect if practicable. However, each work location shall have, for the use of the custodian in charge of the building, an office furnished with a desk, chair, filing cabinets, telephones, electrical outlets, bulletin boards, locker and storage cabinets.
- c. No custodial facilities shall be located in the boiler room.
- d. Adequate storage areas in convenient accessible locations shall be provided for storage of custodial supplies and equipment.

#### ARTICLE XII

##### VACATION

###### Section 1:

All appointed custodians shall be granted annual vacations with pay, as set forth in appendix B, attached hereto and made a part hereof.

###### Section A:

For purposes of established length of service for vacation allowance the anniversary date shall be the first day of continuous employment by the Board.

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**Section 2:**

The summer vacation period shall be from the first day following the closing of school to the last day preceeding the opening of school.

**Section 3:**

For the reasons of pressure of business or a specific need of the Board of Education, the Executive Director, Buildings and Grounds shall have the right to designate the period during which time the aforesaid vacation leave shall be granted.

If, in any calendar year, the vacation or any part thereof is not granted by reason of pressure of business; such vacation period or parts thereof not granted shall accumulate and shall be granted during the next succeeding calendar year only. In determining all vacation leave, the years of service of such employee prior and subsequent to the adoption of this agreement shall be used.

**Section 4:**

Custodians whose retirement is effective before the end of the school year shall receive their full vacation for the fiscal year providing they have worked more than six (6) months of that year.

**Section 5:**

A custodian entitled to three (3) or more weeks vacation shall take two (2) weeks vacation during the school vacation period, the remaining vacation time due shall be taken at his convenience excluding the Christmas and Easter cleaning periods. With the approval of the Executive Director, Buildings and Grounds.

**Section 6:**

The estate of any Custodian who dies before the end of the school year shall receive the deceased full vacation allowance for the fiscal year, providing they have worked more than six (6) months of that year. If six (6) months have not been worked Appendix B, Vacation Schedule, shall prevail.

**ARTICLE XIII**

**Section 1:**

A total of fourteen (14) paid holidays, mutually agreeable to the administration and the Trenton School Custodians Association, shall be allowed to all permanent and probationary employees in accordance with the yearly school calendar.

If Veteran's Day falls on the weekend, the holiday shall be provided to employees on either the preceding Friday or the following Monday, the choice of the day to be made by the Board.

**Section 2:**

Prior to the acceptance of the school calendar the Association shall be consulted and recommendations shall be given consideration for inclusion in the calendar.

**Section 3:**

The Unit may be granted holidays on those days designated as N.J.E.A. days with the approval of the Executive Director, Buildings and Grounds.

**ARTICLE XIV**

**SALARIES AND HOURS OF WORK**

**Section 1:**

The salaries of all employees covered by this Agreement are set forth in Appendix A attached hereto and made part hereof.

**Section 2:**

The hourly rate for full time employees shall be determined by dividing their current annual salary by 2080 hours. The hourly rate for cleaner, light employees shall be determined by dividing their current salary by 1040 hours.

**Section 3:**

The regular work week for full time custodial employees shall be 40 hours. The regular work day shall be eight (8) consecutive hours exclusive of lunch hours. All hours after eight (8) hours per day shall be paid at the rate of (1½) times the employec's hourly wage. The regular work week for part time custodial employees shall be 20 hours. The work day shall consist of 4 hours. Work performed on Saturday shall be paid at the rate of 1½ times the employee's regular hourly wage.

Work performed on Sunday shall be paid at the rate of two (2) times the employees regular hourly wage. A custodian required to be on duty during his lunch hour shall be paid at the rate of 1½ times his hourly rate.

**Section 4:**

Any employee called back to work at other than his regular hours shall be paid for a minimum of two (2) hours at the rate of 1½ times his regular hourly wage on weekdays and Saturdays and at two (2) times his regular hourly wage on Sundays.

**Section 5:**

- a. Paychecks shall be issued and delivered to custodians on alternate Fridays.
- b. When a payday falls on a school holiday custodians shall receive their pay checks on their last previous working day.

**Section 6:**

The high pressure fireman at Trenton Central High School shall be paid a differential of (.20) cents per hour for the second and third shifts.

**Section 7:**

Work performed by part time custodial employees after

4 hours on a week day shall be paid at, the rate of 1½ times the employees regular hourly wage.

**ARTICLE XV**

**BUILDING OPENINGS ON A PERMIT BASIS**

**Section 1:**

The night watchman shall not be used to cover any building opening on a permit basis.

**Section 2:**

Whenever a building is open on a permit basis or being used for meetings a custodian shall be on duty.

**ARTICLE XVI**

**Section 1:**

Longevity increment for years of service according to the following schedule:

Twenty (20) years	\$600.
Twenty-five (25) years	\$600.
Thirty (30) years	\$600.
Thirty-five (35) years	\$600.

In determining the total years service for longevity, the time shall commence with the date of hiring, providing the employment was continuous.

Employees aquiring the above year of service, at anniversary date only and not retroactive before July 1, 1980.

**ARTICLE XVII**

**TEMPORARY ASSIGNMENTS**

**Section 1:**

A custodian temporarily assigned to a higher rated position shall be paid the same rate of pay as the position of custodian

Grade 1 and at the same step on his salary guide. This rate shall be effective after five (5) working days and shall be retroactive to the first day.

**Section 2:**

The Executive Director, Buildings and Grounds, shall notify in writing the affected person of his temporary assignment, and shall establish, at the same time, his authority to carry out the duties of the position.

**ARTICLE XVIII  
COMMUNICATIONS**

**Section 1: Intra-school communication**

The principal shall directly notify the head custodian of any schedule or activity change that will necessitate changes in custodial work or assignment. Such notification shall be given at the earliest possible time.

**Section 2:**

Any directive, communication, letter, bulletin, etc., origination from the Board, or its representatives, that effects the custodians in any way, shall be addressed directly to the head custodian of each building.

**Section 3:**

Each building shall contain a labeled mailbox for the deposit of mail addressed to the custodian.

**ARTICLE XIX  
MISCELLANEOUS PROVISIONS**

**Section 1:**

The Board shall furnish foul weather clothing for all custodians. Such clothing shall include approved jackets,

pants, hats, boots and gloves.

**Section 2:**

All new employees shall be given a manual, by the Executive Director, Buildings and Grounds, containing the rules and regulations pertaining to the responsibilities of his employment.

**Section 3:**

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.

**Section 4:**

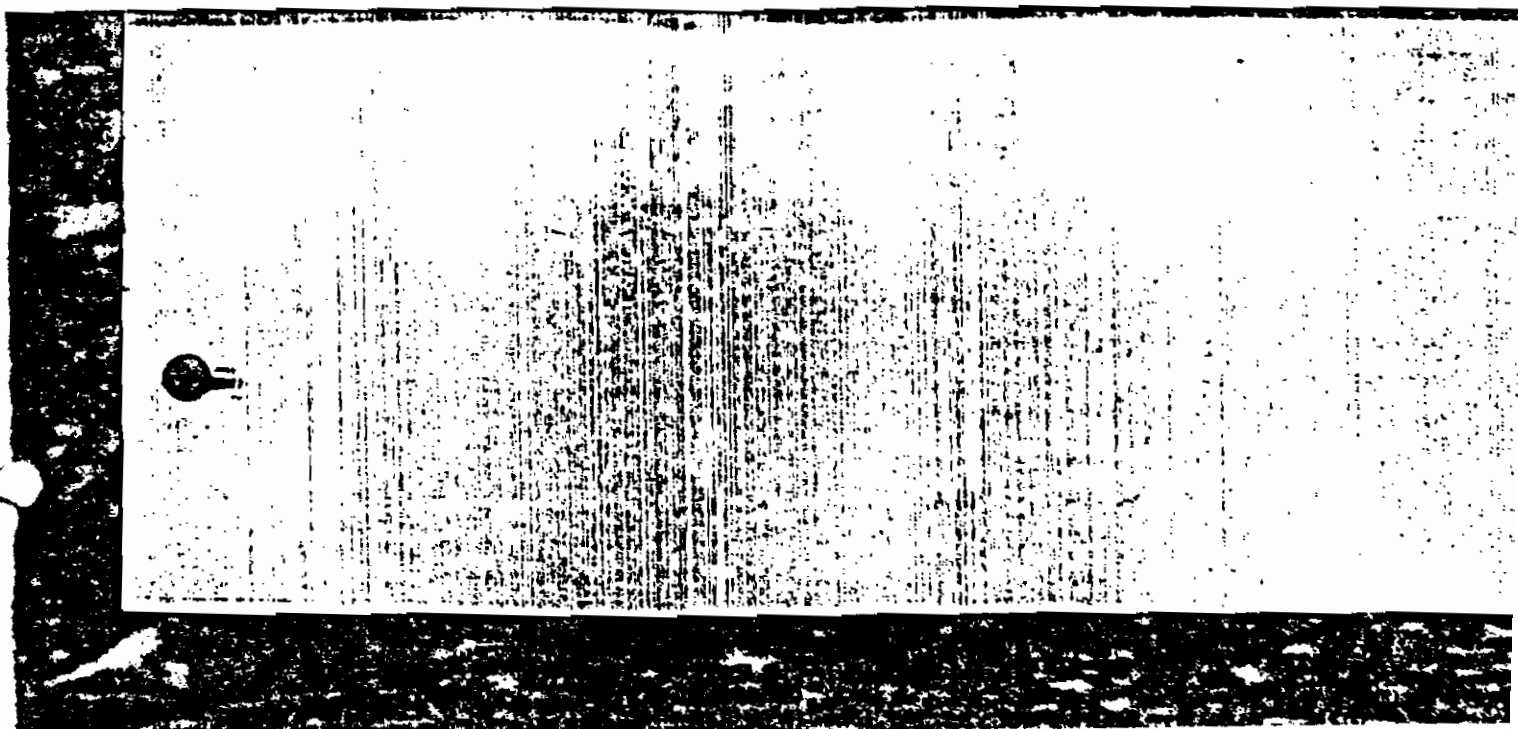
Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board Administrative procedures and practices in force on said date, shall continue to be so applicable during the terms of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce, or otherwise detract from any custodial employee benefit existing prior to its effective date.

**Section 5:**

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held 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 application shall continue in full force and effect.

**Section 6:**

Any individual contract between the Board and an indivi-



dual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

**Section 7:**

The Trenton Board of Education on its own behalf and on behalf of the taxpayers of the district hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the laws and the constitution of the State of New Jersey, and of the United States.

**Section 8:**

Copies of this Agreement shall be printed at the expense of the Association and the Board, shared equally, after Agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented to all custodial employees now employed, hereafter employed or considered for employment by the Board.

**Section 9:**

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by telegram or registered letter.

**ARTICLE XX**

**One man building**

Custodians in charge of a one man building shall have a one (1) hour duty free lunch period. If the building is unmanned during said lunch period the boiler shall be shut down as per state regulation.

**ARTICLE XXI**

**SAFETY**

**Section 1:**

The Board shall comply with all Federal, State, County and Municipal health, fire and safety code regulations. All work facilities of custodial employees shall comply with U.S. Occupational Safety and Health Administration Rules and Regulations. Failure to so comply on the part of the Board may be deemed a grievable matter at the election of the employee.

**Section 2:**

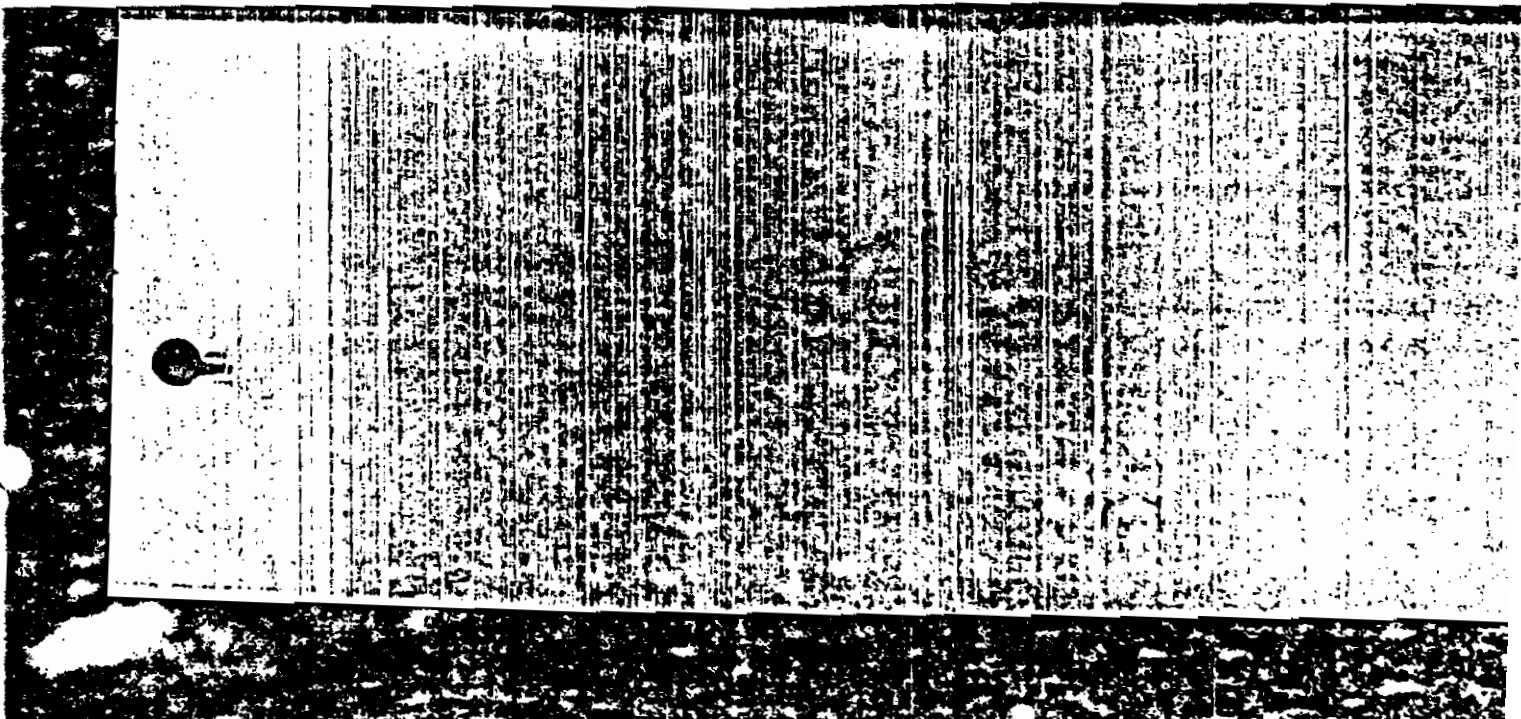
The Board shall provide for each custodial facility an OSHA approved first aid kit. Supplies for said kits shall be replenished as used and inspected on a monthly basis.

**ARTICLE XXII**

**Management Rights Clause – Trenton Board of Education**

**Section 1**

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations (a) to direct employees of the school district; (b) to hire, promote, transfer, assign, and retain employees in positions in the school district and to suspend, demote, discharge, or take other disci-



plinary action against employees; (c) to relieve employees from duty because of lack of work or for other legitimate reasons; (d) to maintain efficiency of the school district operations entrusted to them; (e) to determine the methods, means and personnel by which such operations are to be conducted; and (f) to establish reasonable work rules; and (g) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

**APPENDIX B**

**VACATION SCHEDULE**

0 to 7 months	1 day per month
8 months to 8 years	12 working days
9 years to 15 years	15 working days
After 15 years	20 working days

In witness whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries and any appropriate seals to be placed hereon, all on the day and year first above written.

**CUSTODIAL SALARY GUIDE  
1980-81**

TITLE	CUSTODIAN ENGINEER GRADE 1	WALKER HIGH PRESSURE MEDIUM	HEAD CUSTODIAN	CUSTODIAN ENGINEER GRADE 2	WALKER HIGH PRESSURE MEDIUM	CUSTODIAN GRADE 1	CUSTODIAN GRADE 2	FELDMAN ASST. CUSTODIAN WATCHMAN	CLEANER HEAVY	CLEANER LIGHT FULL TIME	CLEANER LIGHT PART TIME
PROBATION	14,892	12,207	12,298	12,887	11,645	10,818	10,772	10,442	10,112	9,320	4,224
1st Yr.	15,117	12,774	12,848	12,378	12,186	11,268	11,122	10,762	10,482	9,482	4,340
2nd Yr.	15,842	14,241	12,988	12,882	12,846	11,618	11,472	11,142	10,812	9,886	4,468
3rd Yr.	16,187	14,708	12,348	14,081	12,888	11,888	11,822	11,482	11,182	9,928	4,672
4th Yr.	16,882	16,176	12,688	14,488	12,248	12,218	12,172	11,842	11,512	10,182	4,888
5th Yr.	17,217	16,842	14,048	14,807	12,588	12,588	12,522	12,192	11,862	10,396	4,904
6th Yr.	17,742	16,108	14,288	15,216	12,846	12,816	12,872	12,542	12,212	10,828	4,820
7th Yr.	18,287	16,578	15,748	16,722	14,295	12,268	12,322	12,892	12,562	10,981	5,034
8th Yr.	18,792	17,042	15,088	16,121	14,845	12,718	12,672	12,242	12,912	11,084	5,182
NORMAL INCREMENT	528	467	250	408	350	250	350	250	250	222	116

Salary Increase for 1980-81: \$825.00 Full-time Employee, \$375.00 Part-time Employee



CUSTODIAL SALARY GUIDE  
1981-82

TITLE	CUSTODIAN ENGINEER GRADE 1	FIREMAN HIGH PRES. BLK IN CHARGE CUSTODIAN ENGINEER GRADE 2	CUSTODIAN ENGINEER GRADE 2	HEAD CUSTODIAN	FIREMAN HIGH PRESURE REGULAR	CUSTODIAN GRADE 1	CUSTODIAN GRADE 2	FELDMAN ASST CUSTODIAN WATCHMAN	CLEANER HEAVY	CLEANER LIGHT FULL TIME	CLEANER LIGHT PART TIME
PROBATION	15,043	12,816	13,434	13,823	12,470	11,843	11,387	11,087	10,333	9,872	4,408
1st Yr.	15,557	14,282	13,842	13,272	13,020	11,883	11,743	11,417	11,087	10,206	4,524
2nd Yr.	16,082	14,748	14,350	13,832	13,170	12,343	12,087	11,787	11,437	10,428	4,740
3rd Yr.	16,617	15,216	14,656	13,972	13,620	12,893	12,447	12,117	11,787	10,871	4,959
4th Yr.	17,142	15,682	15,066	14,223	13,970	13,943	12,797	12,497	12,137	10,904	4,977
5th Yr.	17,667	16,148	15,474	14,473	14,220	14,292	13,147	12,817	12,487	11,137	5,088
6th Yr.	18,192	16,617	15,882	14,723	14,620	14,643	13,497	13,187	12,837	11,370	5,204
7th Yr.	18,717	17,084	16,290	15,073	14,920	15,092	13,847	13,517	13,187	11,602	5,320
8th Yr.	19,242	17,551	16,698	15,323	15,270	15,343	14,197	13,887	13,537	11,836	5,436
9th Yr.	19,767	18,016	17,106	15,573	15,620	15,692	14,647	14,317	13,887	12,066	5,552
10th Yr.	20,292	18,482	17,514	15,823	15,970	16,043	15,097	14,647	14,317	12,296	5,668
NORMAL INCREMENT	525	487	408	380	360	360	360	360	360	232	118

Salary Increase for 1981-82: \$975.00 Full-time Employee, \$400.00 Part-time Employee

CUSTODIAL SALARY GUIDE  
1982-83

TITLE	CUSTODIAN ENGINEER GRADE 1	FIREMAN HIGH PRES. BLK IN CHARGE CUSTODIAN ENGINEER GRADE 2	CUSTODIAN ENGINEER GRADE 2	HEAD CUSTODIAN	FIREMAN HIGH PRESURE REGULAR	CUSTODIAN GRADE 1	CUSTODIAN GRADE 2	FELDMAN ASST CUSTODIAN WATCHMAN	CLEANER HEAVY	CLEANER LIGHT FULL TIME	CLEANER LIGHT PART TIME
PROBATION	16,583	14,398	14,078	13,823	13,178	12,243	12,087	11,787	11,437	10,789	4,817
1st Yr.	17,108	14,864	14,484	13,973	13,420	12,692	12,447	12,117	11,787	11,022	4,933
2nd Yr.	17,633	15,330	14,892	14,123	13,870	13,143	12,787	12,487	12,137	11,255	5,048
3rd Yr.	18,158	15,796	15,298	14,273	14,320	13,692	13,147	12,817	12,487	11,489	5,165
4th Yr.	18,683	16,262	15,706	14,523	14,670	14,143	13,497	13,187	12,837	11,721	5,281
5th Yr.	19,208	16,728	16,114	14,773	15,020	14,592	13,647	13,417	13,187	11,954	5,397
6th Yr.	19,733	17,194	16,522	15,023	15,370	15,043	14,187	13,687	13,487	12,187	5,513
7th Yr.	20,258	17,660	16,930	15,273	15,720	15,492	14,647	14,017	13,887	12,420	5,629
8th Yr.	20,783	18,126	17,338	15,523	16,070	15,943	15,147	14,287	14,237	12,653	5,745
9th Yr.	21,308	18,592	17,746	15,773	16,420	16,392	15,647	14,517	14,587	12,886	5,861
10th Yr.	21,833	19,058	18,154	16,023	16,770	16,743	16,097	14,787	14,837	13,119	5,977
NORMAL INCREMENT	525	487	408	380	360	360	360	360	360	232	118

Salary Increase for 1982-83: \$1050.00 Full-time Employee, \$425.00 Part-time Employee

SIGNED FOR THE ASSOCIATION

Vincent Ruscio  
President, Trenton Custodians Association

Marie Russ  
Secretary, Trenton Custodians Association

SIGNED FOR THE BOARD OF EDUCATION

Joseph P. Leone  
President, Trenton Board of Education

