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AGREEMENT
between the
TRENTON SCHOOL
CUSTODIANS ASSOCIATION
and the
TRENTON BOARD
OF EDUCATION

(Employee)

July 1, 1988 through
June 30, 1991

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PREAMBLE

This Agreement entered into this 27th day of October 1988, 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, 1988, until the thirtieth day of June, 1991.

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 *N.J.S.A. 34:13A-1, et seq.*, as amended, 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

A. The Board agrees to and hereby does recognize the Trenton School Custodians Association as the exclusive negotiation 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:

B. 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

All above listed employees who are on approved leave of absence shall be covered by this Agreement.

ARTICLE II

NEGOTIATION OF A SUCCESSOR AGREEMENT

A. Deadline Date

The parties agree to enter into collective negotiations over a successor Agreement in accordance with *N.J.S.A. 34:13A-1, et seq.*, as amended, 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 December 1 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 ratified by the Association and 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 III GRIEVANCE PROCEDURE

A. 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.

B. 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.

C. Procedure

1. Time Limits

A grievance, to be considered in this procedure, must be initiated at Level One within thirty (30) calendar days after the employee knew or should have known about the occurrence. 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 supervisor, 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 five (5) work 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) work days after the decision at Level One or ten (10) work days after the grievance was presented, whichever is sooner. Within five (5) work 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 five (5)

work days after the conclusion of the hearing or within fifteen (15) work 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 officer shall hold such hearing within thirty (30) work days from the submission of the appeal from Level Two and present a written recommendation to the Board within fifteen (15) work days from the date of the hearing.
- c. The Board shall render a written decision on the grievance within twenty (20) work days after the recommendation 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 (40) 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, which-

ever is sooner, request in writing that the Association submit his 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 Commission 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 issue(s) 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 the 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. The arbitrator shall be limited to the issue(s) submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from, the Agreement between the parties.
- d. The costs for the services of the arbitrator, including per diem expenses, 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 IV RIGHTS OF ASSOCIATION

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

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

C. A current seniority roster of appointed Custodial personnel shall be given to the secretary of the Association by the Office of the Manager, Buildings & Grounds, annually.

D. 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 Manager, Buildings and Grounds.

E. The Association and its representatives shall have the privilege, with permission of the Manager, Buildings 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.

F. The Association shall have the privilege to use school facilities and equipment, including typewriters, mimeographing machines, other duplication 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.

G. 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 V RIGHTS OF CUSTODIANS

A. 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.

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

C. Custodians shall not be assigned duties requiring their leaving their regularly assigned buildings without informing the custodian in charge of the building and the building principal or his/her designee.

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

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

F. 1. Custodians shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.

2. a. 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.

b. 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 judgment arising from such assault or injury shall be honored by the Board.

c. The Board shall render all reasonable assistance to the custodian in connection with the incident.

d. 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.

e. The Manager of Buildings and Grounds will meet with unit representatives at least every other month to discuss unit and Board concerns.

ARTICLE VI PROBATIONARY EMPLOYEES

A. All personnel filling vacancies shall be classed as Probationary Employees. A vacancy occurs when an employee retires, resigns or is terminated by Board action. Substitutes are employees who are working in positions where there are no vacancies.

B. A Probationary Employee whose position requires a fireman's license shall be given a period of not less than twelve (12) months to acquire same, during which time the probationary employee shall fire boilers only under the direct supervision of a licensed fireman.

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

ARTICLE VII SENIORITY

A. 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.

B. 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.

C. 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.

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

E. During a period of up to twenty-four (24) months, notice of recall to work shall be addressed to the employee's last known address by certified mail, return receipt requested. Within the time limits stipulated by statute, from receipt of such notice of recall, the employee shall notify the Director 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 ten (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.

F. 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.

G. 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 VIII PROMOTIONS

A. Notice of all vacancies within the unit shall be prepared and sent out to all work locations by the office of the Assistant Superintendent for Personnel/Support Services. Such notices shall be posted on the official custodian bulletin board at least ten (10) working days before the deadline for submission of applications. A copy of each such notice shall be sent to the Association.

B. An eligible custodian who desires to apply for the advertised job vacancy shall submit his application in writing to the Assistant Superintendent for Personnel/Support Services within the time limit specified in the notice. All applications shall be acknowledged in writing by the office of the Assistant Superintendent for Personnel/Support Services.

C. The successful applicant shall be notified of his selection by the Assistant Superintendent for Personnel/Support Services, stating the effective date and salary of his new position. The Association shall be notified of the identity of the recommended candidate prior to the Board meeting at which action on the recommendation is taken.

D. The rate of compensation of promoted employees shall be three promotional increments higher in the new position or the minimum of the new position, whichever is higher.

ARTICLE IX LEAVE POLICIES FOR PERMANENT EMPLOYEES

A. 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. Effective, July 1, 1984, any person who com-

mences employment after the first day of the contract year, shall have his/her sick leave prorated based upon the portion of the contract year remaining.

B. 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 in the same household.

C. Death in Family

All appointed employees shall be allowed five (5) consecutive 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 in the same household at the time of death.

D. Death of Others

With the approval of the Superintendent of Schools an appointed employee shall be allowed an absence of one (1) day with no loss of pay for the death of others.

E. 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 Manager, Buildings and Grounds.

F. Marriage of Employee or in Immediate Family

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

G. Court Order

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

H. Jury Duty

Employees subpoenaed for jury duty shall receive full pay, less the fee received for such services.

I. Leave of Absence

A furlough, with loss of pay, may be granted by the Board of Education for a period of three (3) 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 Manager, Buildings and Grounds, before any further extension is granted. Final approval of such action is required by the Board of Education.

J. Return from Leave

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.

K. Retirement Benefit

At the option of the custodial employee, after fifteen (15) years of service and upon retirement or death, 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.

L. 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 of adoption of a child for a period of not more than one (1) year.

M. Payment of Sick Leave for Service-Connected Disability

Any custodian absent because of injury by accident arising out of and in the course of his employment, compensable under the Workers' Compensation Act of New Jersey, shall be entitled to Workers' Compensation benefits as provided by the statute and as covered by Workers' Compensation Insurance and as defined in *N.J.S.A. 18A:30-2.1*.

N. Policy for Part-Time Cleaners

Realizing the necessity for maintaining sanitary conditions in all of its schools, and expecting its Manager, Buildings and 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.

1. 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 Manager, Buildings and Grounds, and by the Trenton Board of Education.
2. If a part-time cleaner is absent for four (4) consecutive days, and if a substitute has been engaged for three (3) of the four (4) consecutive days, the Manager, Buildings and Grounds, must be consulted

about the advisability of engaging a substitute cleaner beyond the fourth consecutive day.

3. Only in the event that a head custodian is unable to obtain the services of a substitute under the provision of paragraphs (1) and (2) above, he may, after consulting with the Manager, 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 X INSURANCE PROTECTION

The Board shall pay the premium for the following insurances:

A. Individual and family coverage, with dependent to age 25, of the New Jersey Blue Cross Hospital Services Plan, the New Jersey Blue Shield Medical Plan (14/20 Series) including Rider J or HMO or Healthways.

B. Except for employees in HMO or Healthways program, unlimited major medical coverage with Provident Life and Accident Company, family with dependent coverage to age 25. This program will cover 100% of the eligible major medical expenses for the balance of a calendar year when out-of-pocket expenses in the 20% co-insurance and \$100.00 deductible equal \$500.00 per individual or \$1,000.00 per family. Employees in the HMO or Healthways will receive Medigroup Supplemental insurance in lieu of Provident Major Medical.

C. Blue Cross Prescription Drug Plan, \$1.00 co-pay, family, dependent to age 25.

D. For any custodian who retires at age 55 or older with 25 years of service in the District, the Board shall pay the premium for individual coverage under the New Jersey Blue Cross Hospital Service Plan and the New Jersey Blue Shield Medical Surgical Plan (14/20 Series)

including Rider J and Medi-Group, Unlimited Major Medical coverage with Provident Life and Accident Insurance Company with expenses in excess of \$2,500.00 submitted to major medical paid at the rate of 100%; until eligible for Medicare.

ARTICLE XI DUES DEDUCTION

The Board agrees to deduct, from the salaries of custodians, dues for any one or combination of Associations as said custodians individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with *N.J.S.A. 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 an 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.

Each of the associations shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

ARTICLE XII CUSTODIAN'S FACILITIES

All custodians shall have available to them in each new building, or addition to present buildings, the following facilities, provided such are economically and physically/structurally and/or materially possible:

- 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 XIII VACATIONS

A. All appointed custodians shall be granted annual vacations with pay, as set forth in subsection B of this Article.

B. For full-time and part-time (4 hours/day) employees, paid vacations shall be granted pursuant to the following schedule:

1 month to 11 months	1 day per month
1 year to 8 years	12 working days
9 years to 15 years	15 working days
after 15 years	20 working days

Effective July 1, 1987, the following shall apply with regard to vacations:

1 month to 11 months	1 day per month
1 year to 8 years	12 working days
9 years to 15 years	15 working days
16 years to 20 years	20 working days
after 20 years	25 working days

For purposes of establishing length of service for vacation allowance, the anniversary date shall be the first day of continuous employment by the Board. In determining all vacation leave, the years of service of such employee prior and subsequent to the adoption of this Agreement shall be used.

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

D. For the purposes of pressure of business on a specific need of the Board of Education, the Manager, 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.

E. 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.

F. 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 Manager, Buildings and Grounds.

G. The estate of any custodian who dies before the end of the school year shall receive the deceased's full vacation allowance for the fiscal year, providing the custodian had worked more than (6) months of that year. If six (6) months have not been worked, the vacation schedule in subsection A of this Article shall apply.

ARTICLE XIV HOLIDAYS

A. A total of nineteen (19) 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 all employees on either the preceding Friday or the following Monday, the choice of the day to be made by the Board.

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

C. The Unit may be granted holidays, on those days designated as N.J.E.A. days, with the approval of the Manager, Buildings and Grounds. Any employee required to work on N.J.E.A. days shall be granted time off, without deduction from salary, equal to that time worked on N.J.E.A. days. Such time off shall be taken with the approval of the Manager, Buildings and Grounds, and shall be taken within the contract year in which the custodian worked on N.J.E.A. days.

ARTICLE XV SALARIES AND HOURS OF WORK

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

B. 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.

C. The regular work week for full-time custodial employees shall be forty (40) hours. The regular work week

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 one and one-half (1½) times the employee's hourly wage. The regular work week for part-time custodial employees shall be twenty (20) hours. The work day shall consist of four (4) hours. Work performed on Saturday shall be paid at the rate of one and one-half (1½) times the employee's regular hourly wage.

Work performed on Sunday shall be paid at the rate of two (2) times the employee's regular hourly wage. A custodian required to be on duty during his lunch hour shall be paid at the rate of one and one-half (1½) times his hourly rate.

D. Any employee called back to work at other than his regular hours or on a day designated a holiday under this contract shall be paid for a minimum of two (2) hours at the rate of one and one-half (1½) times his regular hourly wage on weekdays and Saturdays and at two (2) times his regular hourly wage on Sundays.

E. 1. Paychecks shall be issued and delivered to custodians on alternate Fridays.

2. When a payday falls on a school holiday, custodians shall receive their paychecks on their last previous working day.

F. 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.

G. Work performed by part-time custodial employees after four (4) hours on a weekday shall be paid at the rate of one and one-half (1½) times the employee's regular hourly wage.

H. For purposes of a night shift at the High School and only at the High School, additional employees may be hired by the Board and assigned to the night shift together with the employee now occupying the title night watchman. The night watchman title will be changed

to a field man with no loss of pay, but with assignment of custodial duties.

For purposes of another shift at the Administration building, only the following assignments of personnel shall be made:

1. **ADMINISTRATION BUILDING**
 - (A) Two men—7:00 a.m. to 4:00 p.m.
 - (B) One man—9:00 a.m. to 6:00 p.m.
2. **ALL CLEANERS-LIGHT (part-time)—
ADMINISTRATION BUILDING**
Time—4:00 p.m. to 8:00 p.m.

ARTICLE XVI BUILDING OPENING ON A PERMIT BASIS

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

B. Whenever a building is open on a permit basis or being used for meetings, a custodian shall be on duty. This provision shall not apply to building openings for purposes of repair or renovation as approved by Buildings and Grounds Manager. This provision shall not apply to Administration Building openings other than for Board meetings open to the general public.

ARTICLE XVII LONGEVITY

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

Twenty (20) years	\$600.00
Twenty-five (25) years	\$600.00
Thirty (30) years	\$600.00
Thirty-five (35) years	\$600.00

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

Employees acquiring the above year of service shall be entitled to the longevity benefit, at the anniversary date only. Payments shall be retroactive before July 1, 1983.

ARTICLE XVIII TEMPORARY ASSIGNMENTS

A. Any employee temporarily assigned for more than five (5) days as custodian in charge of the building shall be paid for that period at his appropriate step on the head custodian salary guide except where such payment is less than that to which the custodian would be entitled absent the re-assignment. In the latter case, the re-assigned custodian shall be paid for the period of the re-assignment at his appropriate step on the salary guide above his usual assignment. This payment shall be retroactive to the first (1st) day the employee was temporarily assigned to the position. In no event shall this additional payment be less than \$5.00 per day.

B. The Manager, Building 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.

C. Whenever possible and within budgetary limitations, the Board shall provide temporary help to replace any regular custodial employee who is on an extended and approved sick leave, maternity leave or approved leave of absence.

ARTICLE XIX COMMUNICATIONS

A. 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.

B. Any directive, communication, letter, bulletin,

etc., originating from the Board, or its representatives, that effects the custodians in any way, shall be addressed directly to the head custodian of each building.

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

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

A. 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 the 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.

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

ARTICLE XXII MANAGEMENT RIGHTS

A. 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 disciplinary 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 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.

B. 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.

ARTICLE XXIII MISCELLANEOUS

A. The Board shall furnish foul weather clothing for all custodians. Such clothing shall include approved jackets, pants, hats, boots and gloves.

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

C. 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.

D. 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 custodian employee benefit existing prior to its effective date.

E. 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.

F. Any individual contract between the Board and an individual 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.

G. 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.

H. 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 XXIV DURATION

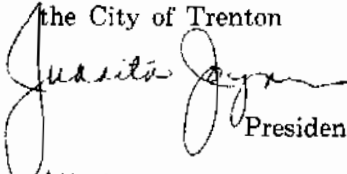
This Agreement shall be effective as of July 1, 1988 and shall continue in effect until June 30, 1991, subject to the Association's right to negotiate in accordance with *N.J.S.A. 34:13A-1, et seq.*, and as provided in Article II herein.

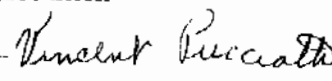
This Agreement shall not be extended orally.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly signed by their respective presidents, attested by their respective secretaries or Negotiations Chairperson and caused their seals to be placed herein, on the _____ day of _____, 19____.

Board of Education of
the City of Trenton

Trenton School Custodians
Association


President


President

Attest:

Attest:


Ass't. Board Secretary


Negotiations Chairperson

CUSTODIAN SALARY GUIDE (1988-89) APPENDIX A

Step	Custodian Engineer Grade 1	Firesman High Pressure In Charge Custodian Engineer Grade 2	Custodian Engineer Grade 3	Head Custodian	Firesman High Pressure Regular	Custodian Grade 1	Custodian Grade 2	Fieldman Assistant Custodian Watchman	Classier Heavy	Classier Light Full-Time	Classier Light Part-Time
Probation											
1st year	18,991	17,717	17,714	17,509	16,832	15,434	15,197	14,734	14,241	14,225	6,255
2nd year	19,634	18,269	18,214	17,938	17,261	16,069	15,827	15,163	14,970	14,511	6,398
3rd year	20,278	18,862	18,714	18,388	17,890	16,305	16,056	15,593	15,100	14,798	6,540
4th year	20,968	19,475	19,252	18,828	18,151	16,765	16,548	16,054	15,560	15,104	6,693
5th year	21,702	20,129	19,822	19,319	18,642	17,255	17,040	16,543	16,052	15,430	6,855
6th year	22,487	20,827	20,493	19,841	18,165	17,780	17,562	17,066	16,575	15,779	7,028
7th year	23,271	21,525	21,043	20,368	19,888	18,303	18,086	17,591	17,098	16,129	7,202
8th year	24,058	22,223	21,653	20,868	20,212	18,827	18,609	18,113	17,621	16,479	7,374
9th year	24,841	22,921	22,263	21,413	20,735	19,350	19,132	18,638	18,145	16,826	7,547
10th year	25,026	23,619	22,874	21,937	21,258	19,873	19,657	19,162	18,669	17,175	7,721
11th year	26,410	24,316	23,483	22,458	21,782	20,397	20,179	19,684	19,191	17,525	7,894
12th year	27,194	25,014	24,082	22,982	22,305	20,920	20,702	20,208	19,715	17,874	8,067
13th year	27,979	25,712	24,702	23,478	22,829	21,443	21,228	20,731	20,240	18,222	8,239
14th year	28,753	26,410	25,313	24,028	23,353	21,966	21,750	21,254	20,762	18,571	8,414
15th year	29,548	27,108	25,923	24,552	23,877	22,490	22,273	21,778	21,286	18,921	8,587
16th year	30,332	27,806	26,533	25,075	24,399	23,015	22,797	22,301	21,810	19,269	8,761
17th year	31,117	28,507	27,143	25,598	24,923	23,537	23,320	22,825	22,332	19,618	8,935

**CUSTODIAN SALARY GUIDE
(1989-90)
APPENDIX B**

Step	Custodian Engineer Grade 1	Fireman High Pressure In Charge Custodian Engineer Grade 2	Custodian Engineer Grade 3	Head Custodian	Fireman High Pressure Regular	Custodian Grade 1	Custodian Grade 2	Fieldman Assistant Custodian Watchman	Cleaner Heavy	Cleaner Light Full-Time	Cleaner Light Part-Time
Probation											
1st year	19,540	18,259	18,332	18,190	17,469	15,973	15,728	15,235	14,710	14,845	6,511
2nd year	20,225	18,868	18,865	18,647	17,926	16,437	16,185	15,692	15,167	15,150	6,653
3rd year	20,911	18,478	18,398	18,104	18,383	16,901	16,842	16,149	15,624	15,455	6,814
4th year	21,596	20,088	19,931	19,582	18,840	17,365	17,099	16,606	16,081	15,759	6,965
5th year	22,331	20,741	20,503	20,063	19,331	17,855	17,623	17,097	16,571	16,086	7,128
6th year	23,113	21,438	21,110	20,574	19,854	18,378	18,147	17,619	17,095	16,433	7,301
7th year	23,948	22,181	21,761	21,131	20,411	18,936	18,704	18,175	17,653	16,805	7,485
8th year	24,784	22,925	22,411	21,690	20,968	19,493	19,261	18,734	18,209	17,177	7,670
9th year	25,619	23,667	23,060	22,246	21,526	20,050	19,819	19,291	18,767	17,550	7,854
10th year	26,458	24,411	23,710	22,805	22,082	20,608	20,376	19,849	19,325	17,920	8,038
11th year	27,291	25,154	24,361	23,363	22,640	21,165	20,934	20,407	19,882	18,292	8,223
12th year	28,127	25,897	25,010	23,919	23,186	21,722	21,491	20,964	20,439	18,664	8,407
13th year	28,962	26,640	25,658	24,476	23,754	22,280	22,047	21,521	20,996	19,038	8,591
14th year	29,797	27,384	26,308	25,004	24,313	22,837	22,607	22,079	21,555	19,407	8,775
15th year	30,833	28,127	26,958	25,590	24,871	23,394	23,164	22,636	22,112	19,778	8,961
16th year	31,468	28,870	27,608	26,148	25,428	23,952	23,720	23,193	22,669	20,151	9,145
17th year	32,303	29,613	28,257	26,705	25,985	24,511	24,279	23,751	23,227	20,521	9,330
18th year	33,140	30,360	28,908	27,262	26,543	25,067	24,836	24,309	23,784	20,894	9,515

**CUSTODIAN SALARY GUIDE
(1990-91)
APPENDIX C**

Step	Custodian	Firesman	Head	Firesman	Custodian	Custodian	Fieldman	Cleaner	Cleaner
	Engineer Grade 1	High Pressure	Custodian	High Pressure	Grade 1	Grade 2	Assistant Custodian	Heavy	Light Full-Time
		Regular					Watchman		Part-Time
Probation									
1st year	20,080	18,796	18,885	18,117	16,517	16,263	15,738	15,179	6,774
2nd year	20,810	19,446	19,372	18,604	17,011	16,750	16,225	15,666	6,935
3rd year	21,540	20,085	19,859	19,091	17,505	17,237	16,712	16,153	7,096
4th year	22,270	20,744	20,346	19,578	17,999	17,724	17,199	16,640	7,257
5th year	23,000	21,393	20,833	20,065	18,483	18,211	17,686	17,126	7,418
6th year	23,782	22,089	21,356	20,598	19,015	18,769	18,209	17,648	7,591
7th year	24,615	22,831	21,912	21,144	19,571	19,327	18,764	18,206	7,775
8th year	25,505	23,622	22,504	21,737	20,167	19,919	19,357	18,800	7,971
9th year	26,395	24,415	23,099	22,331	20,760	20,513	19,952	19,393	8,168
10th year	27,285	25,206	23,692	22,925	21,354	21,107	20,545	19,987	8,364
11th year	28,175	25,998	24,287	23,518	21,948	21,700	21,140	20,581	8,560
12th year	29,065	26,789	24,881	24,112	22,540	22,295	21,734	21,175	8,757
13th year	29,955	27,580	25,474	24,706	23,134	22,888	22,326	21,767	8,953
14th year	30,844	28,371	26,067	25,298	23,728	23,480	22,920	22,361	9,149
15th year	31,734	29,164	26,629	25,893	24,321	24,077	23,514	22,956	9,345
16th year	32,624	29,995	27,253	26,487	24,915	24,670	24,107	23,549	9,544
17th year	33,514	30,747	27,847	27,081	25,509	25,262	24,701	24,143	9,740
18th year	34,403	31,538	28,441	27,674	26,104	25,857	25,295	24,737	9,937
19th year	35,294	32,333	29,034	28,268	26,697	26,450	25,889	25,330	10,134