

THIS DOES NOT  
CIRCULATE

Board of Education of Millville

Millville, New Jersey

A G R E E M E N T

Between:

Board of Education of Millville

and

Millville Public Schools Association  
of Custodial and Maintenance Personnel

in affiliation with

New Jersey Civil Service Association

Cumberland Council 18

Effective Date: July 1, 1973, through  
June 30, 1976

Agreement Date: November 13, 1973

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PREAMBLE

This agreement, entered into the 13th of November, 1973, by and between the Board of Education of Millville, New Jersey, hereinafter called the "Board", and the Millville Public Schools Association of Custodial and Maintenance Personnel, in affiliation with the New Jersey Civil Service Association, Cumberland Council 18, hereinafter called the "Association".

ARTICLE I

RECOGNITION AGREEMENT

1:1 Pursuant to Chapter 303, Laws of 1968, State of New Jersey, known as "New Jersey Employee-Employer Relations Act", the Millville Board of Education recognizes the Millville Association as the exclusive representative for the purpose of collective negotiations concerning the terms and conditions of employment for all full time members of this unit under contract to the Millville Board of Education included herein:

- a. Building Maintenance Workers
- b. Maintenance Repairmen
- c. Groundkeepers
- d. Messengers

but excluding:

- a. All other employees of the Millville Board of Education not enumerated in the unit described above.

1:2 Unless otherwise indicated, the term "employee" when used hereinafter in this agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and reference to employees shall be deemed to include both the male and the female, except when the context clearly limits the intent to one sex, and words used in the singular shall include words in the plural as the text so requires.

## ARTICLE 2

### NEGOTIATION PROCEDURE

- 2:1 The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Any agreement so negotiated shall apply to all members of the unit as defined, be reduced to writing, signed by the Board and the Association, be ratified by the Board and the Association, and be adopted by the Board.
- 2:2 Collective negotiations concerning terms and conditions of employment shall begin on a mutually agreeable date, not later than October 15th of the year preceding the expiration date of the agreement.
- 2:3 During negotiation, the Board and the Association shall present relevant data, exchange points of view and may make proposals and counterproposals.
- 2:4 Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.
- 2:5 Pursuant to Chapter 303, the Board of Education of Millville agrees not to conduct negotiations concerning terms and conditions of employment with anyone other than the representative as defined in Article 1, for the term of this agreement.
- 2:6 This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplations of either or both of the parties at the time they negotiated or executed this Agreement.
- 2:7 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

### GRIEVANCE PROCEDURE

- 3:1 Definition:

3:1 Definition:

- 3:1.1 A "grievance" shall mean a claim by an employee that there has been a misinterpretation, misapplication or a violation of this Agreement adversely affecting him. A grievance, to be considered under this procedure, must be initiated by the employee within thirty (30) days of the time the employee knew or should know of its occurrence.
- 3:2.1 It is agreed by both parties that these proceedings will be kept as informal and confidential as may be appropriate at any level of this procedure.
- 3:2.2 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed to the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
- 3:2.3 It is understood that employees shall, during and notwithstanding the pendency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.
- 3:2.4 Since it is important that grievances be processed as rapidly as possible, 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 be extended by mutual agreement.
- 3:2 Rights of Employees to Representation.
- 3:3.1 Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association.
- 3:3.2 When an employee is not represented by the Association in the processing of a grievance the Association shall at the time of submission of the grievance at level two be notified that the grievance is in process, have the right to be present and present its position in writing at all meetings with the employee held concerning the grievance and shall receive a copy of all decisions rendered.

- 3:4 Procedure
- 3:4.1 Level One - Any employee who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.
- 3:4.2 Level Two - If as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) working days, he may set forth his grievance in writing to his immediate superior on the grievance forms provided. The immediate superior shall communicate his decision to the employee in writing within three (3) working days of receipt of the written grievance.
- 3:4.3 Level Three - The employee, no later than five (5) working days after receipt of the immediate superior's decision, may appeal the immediate superior's decision to the Board Secretary. The appeal to the Board Secretary must be made in writing reciting the matter submitted to the immediate superior as specified above and his or her dissatisfaction with decisions previously rendered. The Board Secretary shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days. The Board Secretary shall communicate his decision in writing to the employee and the immediate superior.
- 3:4.4 Level Four - If the grievance is not resolved to the employee's satisfaction, he, no later than five (5) working days after receipt of the Board Secretary's decision, may request a review by the Board of Education. The request shall be submitted in writing through the Board Secretary who shall attach all related papers and forward the request within five (5) working days to the Board of Education. The Board, shall review the grievance and shall, at the option of the Board, or upon request of the employee, hold a hearing with the employee and render a decision in writing within thirty-five (35) calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.
- 3:5 Content of forms
- 3:5.1 Grievance forms shall contain at least (a) the nature of the grievance and approximate date of occurrence, (b) the nature and extent of the injury, loss or inconvenience, (c) the results of previous discussions and (d) his dissatisfaction with decisions previously rendered.

ARTICLE 4

SCHEDULES - TIME

- 4:1 All maintenance personnel are scheduled on a 40-hour week. It is agreed that all persons must adhere strictly to the time schedules as established.
- 4:2 The 40-hour week should be considered as a minimum; not a maximum. On many occasions it will be necessary to put in an extra half-hour or hour in order to complete a job or do something extra which is needed. This time is to be considered as a part of the regular duties. However, time in excess of 40-hours in any week will be paid at the time and a half rate.

ARTICLE 5

VACATIONS

- 5:1 The vacation policy for maintenance and custodial personnel provides as follows:

Less than 1 year . . . . .	1 day per month
After 1 year - 10 years . . . . .	12 days
After 10 years - 20 years . . . . .	15 days
After 20 years . . . . .	20 days

- 5:2 Employment year is the fiscal year July 1 to June 30.
- 5:3 The vacation period for custodial personnel begins the second (2nd ) Monday in June, following the close of school and extends for one, two, or three weeks; depending upon the length of service. It is agreed that maintenance personnel and groundkeepers will schedule all except for one (1) week of their vacations between September and June. Vacations must be scheduled through the Board Secretary's Office. No vacations shall be granted the week prior to the close of school or the week immediately following the close of school. Neither will vacation be granted the week prior to school opening.

ARTICLE 6

PAID HOLIDAYS

- 6:1 Personnel covered by this agreement shall be entitled to twelve (12) paid holidays per year pursuant to a schedule of holidays approved by the Board of Education.
- 6:2 The calendar for the following school year pertaining to paid holidays shall be presented to the Association no later than June 15th each year.

## LEAVE OF ABSENCE POLICY

### 7:1 Sick Leave

- 7:1.1. Each employee of permanent status is credited with one working day for sick leave for each month of service, or major fraction thereof, during the first calendar year of employment and with 15 days each calendar year thereafter.
- 7:1.2. If any such person requires in any school year, less than this specified number of days of sick leave with pay allowed, sick leave not utilized that year, shall be accumulated to be used for additional sick leave as needed in subsequent years.

### 7:2 Personal or Professional Leave

- 7:2.1 A maximum total allowance of five (5) days per year, which shall be deducted from the total of fifteen (15) days granted for sick leave under 7:1, shall be granted for a combination of the following reasons:
- a. Death in the Immediate Family - Immediate family shall be considered grandparent, parent, brother, sister, husband, wife, child or other relative living with the family.
  - b. Serious Illness in the Immediate Family - Immediate family same as (a) above. Maximum days that may be used for this is three (3) days in any one year.
  - c. Personal Days - An employee is entitled to an annual leave of absence for the death of a relative, a wedding, a religious holiday, business or other justifiable personal reason for a period of two school days at full pay. Such leave of absence must receive prior approval from the principal of your building and from the Main Office. Forms requesting such leave may be secured from the Principal of your building.

- 7:3 By September 30th of each year members of the unit will receive a report of their accumulated sick leave as of July 1st preceeding.

## ARTICLE 8

### HOSPITALIZATION INSURANCE

- 8:1 Commencing in 1973-74 the Board shall provide dependent coverage at the rate of 50% of the cost, Blue Cross, Blue Shield, Rider J and Major Medical Coverage; 1974-75 75% of the cost; 1975-76 100% of the cost; for such employees who elect to have this coverage. For single employees the Board shall provide at no cost to the employee Blue Cross, Blue Shield, Rider J and Major Medical Coverage, as provided by the New Jersey State Health Benefits Plan.



ARTICLE 9

UNIFORMS

9:1 The Board agrees to provide two (2) pairs of trousers and three (3) shirts, of the suntan type, each year during the course of this contract.

ARTICLE 10

SALARY GUIDE

Step	Senior Maintenance Heating & Plumbing	General Maintenance Repairmen	Bldg Maintenance Workers, Messengers & Groundsmen
	A	B	C
1	\$7,000	\$5,700	\$5,400
2	7,500	6,100	5,800
3	8,000	6,500	6,200
4	8,500	6,900	6,600
5	9,000	7,300	7,000
6	9,500	7,700	7,400
7	10,000	8,100	7,800

PROVISIONS

1. The salaries of the Junior High and Senior High Head Bldg Maintenance workers are \$500 above the custodian's guide, Column C.
2. The salary of the Head Building Maintenance Worker in each elementary school is \$200 above the guide, Column C, plus \$25 for each worker.
3. The salary of the Head Groundsman Worker is \$300 above the Column C plus \$25 for each worker.
4. Vacations are granted in accordance with Civil Service regulations.
5. Advancement on the guide shall be by annual increments according to guide unless said increments are withheld for cause upon the recommendation of the Superintendent of Schools.

ARTICLE 11

DURATION OF AGREEMENT

- 11:1 This agreement shall be in effect as of July 1, 1973 and shall continue in effect until June 30, 1976 in part subject to the Association's right to negotiate over a successor agreement as provided in Article 2.
- 11:2 In witness whereof, the parties hereto have caused this agreement to be signed by their respective Secretaries, all on the day and year first above written.
- 11:3 This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.

Millville Public Schools  
Association of Custodial  
and Maintenance Personnel  
in affiliation with  
New Jersey Civil Service  
Association - Cumberland  
Council 18

Millville Board of  
Education

by Nicholas Olivera  
President

by Robert A. McDonough  
President

by Rosa Polk  
Secretary

by David Green  
Secretary

Signed: November 13, 1973

MILLVILLE PUBLIC SCHOOLS  
Millville, New Jersey

LEGAL HOLIDAYS FOR CUSTODIANS  
School Year 1973-74

Will be as follows:

July 4, Wednesday	Independence Day	1
September 3, Monday	Labor Day	1
October 22, Monday	Veterans Day	1
Nov. 22 & 23, Thurs. & Fri.	Thanksgiving Recess	2
December 25, Tuesday	Christmas	1
January 1, Tuesday	New Years Day	1
February 12, Monday	Lincoln's Birthday	1
February 18, Monday	Washington's Birthday	1
April 12, Friday	Good Friday	1
April 15, Monday	Easter Monday	1
May 27, Monday	Memorial Day	1
		<hr/>
		12 Days

GRIEVANCE FORM

Date: \_\_\_\_\_

The undersigned grievant hereby submits the following grievance

to \_\_\_\_\_

(a) The nature of the grievance and the desired relief is as follows:

(b) Previous discussions have resulted in the following disposition:

(c) The grievant is dissatisfied with the previous decision in the following way:

\_\_\_\_\_  
Grievant

RECOMMENDED CUSTODIAL SALARY GUIDES

1974 - 1976

1974 - 1975

1	7,125	5,825	5,525
2	7,625	6,225	5,925
3	8,125	6,625	6,325
4	8,625	7,025	6,725
5	9,125	7,425	7,125
6	9,625	7,825	7,525
7	10,125	8,225	7,925
8	10,625	8,625	8,325

1975 - 1976

1	7,300	6,000	5,700
2	7,800	6,400	6,100
3	8,300	6,800	6,500
4	8,800	7,200	6,900
5	9,300	7,600	7,300
6	9,800	8,000	7,700
7	10,300	8,400	8,100
8	10,800	8,800	8,500
9	11,300	9,200	8,900