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The Board of Education of the City of Plainfield, hereinafter called "The Board" and the Plainfield Custodial and Maintenance Education Association, hereinafter called the Association, having entered into collective negotiations, through their respective representatives, in accordance with the applicable provisions of Chapter 303, of the Public Laws of 1968, of the State of New Jersey, due hereby proclaim the following as the Collective Bargaining Agreement reached in June 1973.

ARTICLE I - RECOGNITION

- (1) The board agrees to recognize the Association as the exclusive and sole representative agent of the employees in the unit for the purpose of collective negotiations. The unit herein referred to consists of all full-time employees of the Board of Education, who are not on probation, and who are in the various classifications listed below:

- (A) Head Custodian (High School, Middle School, Elementary School)
- (B) Custodian - Fireman
- (C) Custodian - Driver
- (D) Assistant Custodian
- (E) Maintenance Mechanic
- (F) Maintenance Mechanic's Helper

Job descriptions for above are as on file in the Personnel Department of the Board of Education, 504 Madison Avenue, Plainfield. Modifications of above classifications for special duties and hours of work are detailed in Article V of this contract.

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

ARTICLE II - NEGOTIATION PROCEDURES

- (1) The parties agree to enter into collective negotiations over a successor agreement in accordance with the applicable provisions of Chapter 303, Public Laws of 1968, in an effort to reach agreement on matters concerning the terms and conditions of employment of the employees represented by the Association. Any agreement so negotiated shall apply to all persons represented by the Association, shall be reduced to writing, shall be signed by representatives of the Board and the Association, and shall be adopted by both the Board and the general membership of the Association.
- (2) For purpose of negotiation, the Board may be represented by a committee appointed by the Board President. The Association may be represented by a committee of its own members, not to exceed eight (8) in number. The parties may call upon competent professional or lay representatives to assist them during the negotiations.
- (3) During negotiations, the Board and the Association shall present relevant data, exchange points of views, and make proposals and counterproposals.

- (4) The contract entered into shall be reduced to writing, and shall contain the full agreement between the parties. Any change in said agreement shall be in writing, and shall be signed by both parties. No verbal agreements, understandings or warranties shall be recognized by either party, unless they have been reduced to writing and signed by both parties.
- (5) The terms of the agreement shall be effective as of July 1, 1973 unless otherwise specified, and shall be in full force and effect until, and including, the 30th day of June, 1975. This agreement shall be considered renewed, unless either party shall present a written notice of amendments desired, no later than October 1, 1974, and October 1st of each subsequent year. Detailed proposals for amendment shall be presented by November 1st of the pertinent year, and negotiations shall begin no later than November 15<sup>th</sup> of the pertinent year, unless changed by mutual agreement.

ARTICLE III - RIGHTS AND RESPONSIBILITIES OF BOTH PARTIES

- (1) The Board recognizes the rights, duties, and responsibilities of the Association towards its members, in protecting their rights in employment.
- (2) The Association recognizes the Board's right to manage the school system and to do so by, among other things, assigning work tasks and work stations to members of the Association, and by regulating and evaluating their performance in accordance with rules and regulations made by the Board to carry out the Board's managerial function and responsibilities.

ARTICLE IV - GRIEVANCE PROCEDURE

(1) Definition of a Grievance

A grievance is a claim by an employee or by the Association, based upon the misinterpretation, unfair application, or violation of this agreement, of policies or administrative decisions affecting an employee or group of employees.

(2) Procedure for Adjusting Complaints or Grievances

a. Step 1: An employee who has a justifiable complaint shall first discuss his complaint, along with the relief sought, orally with his immediate supervisor. He may do this either alone, or while accompanied by a representative of the Association. This discussion shall be held for the specific purpose of trying to resolve the matter informally. If the employee is not satisfied with the results of the informal discussion, he shall put his grievance in writing, and shall submit it to his immediate supervisor within three (3) working days of the informal discussion. He shall send a copy of his grievance to all concerned. The immediate supervisor shall make a written response containing his decision to the employee, within five (5) working days of receipt of the grievance.

- b. Step 2: In the event the complaint is not resolved at Step 1, to the satisfaction of the aggrieved employee, the Association and/or the employee shall present the grievance in writing to the supervisor of Buildings and Grounds within five (5) working days following the decision received at Step 1. Within five (5) working days, the supervisor of Building and Grounds shall meet with a representative of the Association and the employee involved, in an effort to resolve the grievance. Within seven (7) working days after the grievance meeting, the supervisor of Buildings and Grounds shall communicate his decision in writing to the Association representative and to the employee involved.
- c. Step 3: The Association may appeal the decision of the Supervisor of Buildings and Grounds to the Superintendent of Schools, or his designee, within five (5) working days after receiving the decision of the Supervisor of Buildings and Grounds. The appeal from the decision of the Supervisor of Buildings and Grounds shall be in writing, and shall be accompanied by a copy of the Supervisor's decision and all documents and other information related to the grievance. The Superintendent of Schools, or his designee, shall hold a hearing on the grievance appeal. He may hear witnesses or employees who participated in the first step of the grievance, or any other participant and evidence relevant to the issue involved. Within thirty (30) working days after the hearing, the Superintendent of Schools, or his designee, shall communicate his decision in writing, together with the supporting reason, to the aggrieved employee, to the Association, to the Supervisor of Buildings and Grounds, and to the Principal of the school, in the event that the work location of the employee is a school, or to any other supervisor who may be involved.

#### ARTICLE V - SALARIES AND HOURS OF WORK

- (1) Custodial and Maintenance employees shall be paid during the 1973-74 school year according to the provisions of the salary guide set forth in Appendix A, Appendix B and Article VI of this Agreement; and during 1974-75 according to the provisions of the salary guide set forth in Appendix C, Appendix D, and Article VI of this Agreement. It is understood that those hired after March 31 of the respective years will not be entitled to a step increase.
- (2) Newly hired employees will complete a three-month probationary period during which time all salary and benefits will be paid, but 30 day termination provisions will be waived.

- (3) The standard work week for all employees of this unit, regardless of the shift to which they are assigned shall be forty hours, consisting of (5) eight hour periods of work.
- (4) Temporary help will not be subject to this contract and will receive only such benefits or other considerations as granted by the employer. At no time shall such salary or benefits be greater than those granted a full time employee.

#### ARTICLE VI - PAYMENT FOR EXTRA AND/OR SUPPLEMENTARY SERVICES RENDERED

- (1) Payment for overtime service performed by regular salaried custodial and maintenance employees will be at a rate that is equal to one and one-half times said employees' regular rate of pay; except that service rendered on Christmas Day, Easter Day, July 4<sup>th</sup>, Thanksgiving Day, Labor Day, and New Year's Day will be paid at a rate that is equal to two times the daily rate of pay of the employee involved. The double time rate herein mentioned will be paid only on the basis of service actually performed for a full one-half hour.
- (2) Acting head custodians will be paid \$4.40 per day above their regular Custodian Fireman rate.
- (3) Custodial employees assigned to work on Saturday or Sunday as part of their regular work week shall be paid a bonus that is equal to 10% of their regular salary for each day worked. This bonus is to apply to shift one, shift two or shift three.
- (4) Custodians assigned to work after twelve midnight on the third shift will be paid a bonus that is equal to seven (7) per cent of their regular salary Monday through Friday and ten (10) per cent if assigned to work Saturday or Sunday.
- (5) Custodians assigned to work after 7:00 p.m. on the second shift, will be paid a bonus that is equal to four and one-half (4-½) per cent of their regular salary Monday through Friday and ten (10) per cent if assigned to work Saturday or Sunday.
- (6) Assistant to Head Custodian-in-Charge of a second shift, will be paid a bonus of \$525.00 per year and when in-charge of the third shift will be paid a bonus of \$800.00 per year. These amounts are over and above the Custodial Fireman contractual salary and the shift bonus of 4-½, 7 or 10% as is applicable under Article VI, Item 3, 4 and 5.

- (7) Custodian firemen who are in charge of a one-man school, and where no supervision of employees is involved, will be paid a bonus in the amount of \$413.00 for a 12-month period or a portion of such amount for that period of time or part of a year when such duty is assigned.
- (8) An employee who is assigned a custodian-driver-in-charge, will be paid a bonus of \$390.00 while he performs the duties of this assignment. The bonus will not be considered a part of his base salary.
- (9) An employee who is assigned as a custodial-stock clerk, will be paid a bonus of \$328.00 for the period of time that he is assigned to, and performs, said duties. This bonus would not be considered a part of his base salary.
- (10) Employees who are requested to report to a building for overtime duty, other than building security check, will be paid for a minimum of two (2) hours at the overtime rate, provided that said employee would have, without this overtime, completed a full week of service.
- (11) Employees who are assigned to building check on weekends, and who perform said service, will be paid at an overtime rate of time and one-half for one hour. The head custodian of the building should normally make this inspection. However, if he is unable to do so, he will assign this duty to a custodian fireman.
- (12) All percentage bonuses are pro-rated on the basis of the base salary of employee receiving the bonus. Such bonus is paid for only such periods of time for which the extra assignment is performed, it is not considered part of the base salary. All bonus payments for special assignment will be pro-rated on an annual basis for number of days worked at such assignment.

#### ARTICLE VII - VACATION

Employees will be granted paid vacation allowance as follows:

Ten days per year will be permitted employees who have completed from one full year through five full years of service. Employees, who shall have completed at least six months of continuous service, shall earn vacation leave of one working day for each full month of completed service, starting with the seventh month. Vacation for the first year shall not exceed six days. Following completion of another full year on the regular salaried payroll and starting with acceptance date of employment based on the official Board Minutes of the Board of Education, employee shall earn 10 days vacation leave in lieu of 10 regularly scheduled working days.

One additional day will be permitted for each year of continuous completed service over the first five years and thru. fifteen years.

Twenty days of paid vacation will be permitted employees who have completed from fifteen to twenty years of continuous service.

Twenty-three paid vacation will be permitted employees who have completed twenty years or more of continuous service.

Prior permission to utilize vacation allowance must be obtained from the Supv. of Buildings & Grounds, or the Secretary of the Board of Education. The parties to this agreement understand that the needs of the School District are paramount and take precedence over the vacation plans of employees.

#### ARTICLE VIII - INSURANCE PROTECTION

The Board will pay the full premium for each member of the unit and, in cases where appropriate, 100% of the additional premium for his family plan. Coverage shall include the present Blue Cross-Blue Shield-Rider J and Major Medical.

#### ARTICLE IX - CERTIFICATION OR LICENSE REQUIREMENTS

Custodian Drivers, Head Custodians, Custodian Firemen and Mechanics shall hold licenses or other certification required by City, State or other regulating agency holding jurisdiction for such services in the city of Plainfield, New Jersey.

Annual renewal fees for such licenses, etc. will be paid by the employee.

#### ARTICLE X - LEAVE OF ABSENCE WITH PAY

Leave of absence with pay may be granted to employees in accordance with Board of Education Policy 4150 (4240) and 4152 (4242). In the case of Personal Business Days, prior approval must be obtained from representatives of the Board.

#### ARTICLE XI - DUES DEDUCTION

- (1) The Board agrees to deduct from the salary of employees in the unit dues for the Association and for the New Jersey Education Association, as the employees may voluntarily authorize. Said monies together with records and any corrections shall be transmitted to the Treasurer of the Plainfield Custodian and Maintenance Association on or about the 15<sup>th</sup> of each month. The Association Treasurer shall disburse such monies for the Custodian and Maintenance Association.
- (2) Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues, and shall proceed according to the rules and regulations of the New Jersey State Department of Education, pertaining to the New Jersey Public Employee Dues Deduction Law.

ARTICLE XII - HOLIDAYS AND SNOW DAYS

(1) Holidays

Employees of the unit shall be allowed sixteen (16) paid holidays each year. These sixteen (16) paid holidays shall coincide, where practicable, with days that are established as holidays in the School Calendar. In determining which days shall be recognized as holidays, the Supt. of Schools shall take into consideration the needs of the school system and the security of the buildings and other properties belonging to the Board of Education. The Supt. of Schools in designating holidays shall designate a day that is acceptable to the Association as the Annual Picnic Day which shall not be considered as one of the sixteen (16) paid holidays mentioned above.

(2) Snow Days

Custodial and Maintenance employees are required to report for duty on days on which schools are closed due to snow and other climatic conditions. Employees in this unit shall be given a day off with pay or a day credit towards their vacation allowance for each day worked under these conditions. Any employee who fails to report to work on any of these days, or any day considered to be a work day in which there is snow removal work to be done, shall be docked a day's pay for failing to report on said day. School closings due to snowstorm will be recognized as snow days for the purposes of this Article if an announcement is made over the local radio station, by the Supt. of Schools or his designee.



## ARTICLE XIII - MISCELLANEOUS

- (1) Employees covered by this contract may, subject to prior approval by the Supt. of Schools, attend courses pertinent to their job classifications in local community colleges, and their expenses will be reimbursed by the Board of Education with a limit of \$200 per year.
- (2) Wherever practicable, the Board will provide employees of the unit with a locker, subject to the Board's right to inspect it, where they may store their clothes and other personal property. The Board shall not be liable for loss or damage to property stored in said locker.
- (3) The Board will provide employees with certain items of work clothing, or an allowance for the purpose of acquiring said items of work clothing. The items involved are only those, in the judgment of the Board, that are necessary to the good and welfare of the School District.
- (4) Whenever the Board of Education gives a written examination, the results will be made public.
- (5) Employees of the unit who will reach their seventieth (70) birthday during the school year must retire at the end of the school year except in cases where the Board grants permission to waive this requirement.
- (6) Unless otherwise stated in this contract, nothing contained herein shall be interpreted and/or implied so as to eliminate, reduce or otherwise detract from any employee benefits existing prior to its effective date nor to detract or reduce any of the Board's right, duties, prerogatives, or responsibilities to manage the school district as endowed by law or custom.
- (7) If any portion of this agreement is ruled invalid by any court or by the Commissioner of Education, that portion shall be stricken for the agreement and rest of the agreement shall remain in tact.
- (8) Copies of this agreement shall be reproduced at the expense of the Board and the Association on an equal basis. A copy of this agreement shall be presented to all members of the custodial and maintenance staff who are employed by the Board of Education and to each and every new employee in these classifications on his or her engagement by the Board.
- (9) Whenever notice is required to be given by either of the parties of this agreement, either party shall do so by telegram, certified or registered mail or by personal delivery to the following address:
  - a. If by the Association to the Board, the address will be:  
Secretary , Plainfield Board of Education,  
504 Madison Ave., Plainfield, N. J. 07060.
  - b. If by the Board to the Association, it shall be addressed to the President of the Association at an address that shall be provided to the Board no later than the second day after this agreement is ratified.

(10) This Agreement shall come into effect on July 1, 1973, and shall continue in effect until June 30, 1975, except as otherwise provided. The above Agreement was entered into during 1973 by representatives of the Board of Education and representatives of the Plainfield Custodian and Maintenance Education Association. It was ratified by the Association on June 18, 1973 and by the Board of Education on June 20, 1973.

BOARD OF EDUCATION  
City of Plainfield  
County of Union  
State of New Jersey

PLAINFIELD CUSTODIAN & MAINTENANCE  
EDUCATION ASSOCIATION

By \_\_\_\_\_  
President

By \_\_\_\_\_  
President

ATTEST:

ATTEST:

By \_\_\_\_\_  
Secretary

By \_\_\_\_\_  
Secretary

APPENDIX A  
CUSTODIANS SALARY GUIDE  
1973 - 74

<u>CLASSIFICATION</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
C-9 Hd.Cust.Sr.High In Chge. Lic. (Weekend & Holiday) - check bldg.	9500	10,200	10,900	11,700	12,564
C8 Hd.Cust.Inte.Schools In Chge. Lic. (Weekend & Holiday) - check bldg.	8600	9100	9800	10,500	11,247
C5 Hd. Cust. - Athl. Field (Weekend & Holiday) - check bldg. Gds.Fire.Lic.	8200	8700	9200	9700	10,170
C6 Hd.Cust.Elem.F.Lic. (Weekend & Holiday) - check bldg.	8200	8700	9200	9700	10,170
C-7 Hd.Cust.Driver School Bus Lic.	8200	8700	9200	9700	10,170
C-3 Cust.Driver, Bus Driver License	7446	7825	8058	8354	8962
C4 Cust. Fireman Fireman License	7446	7825	8058	8354	8962
C-2 Asst.Cust.Cleaner No Lic. Required	6300	6432	6672	6920	7358

1. Head Custodian - Athletic Field is a 9 month position.
2. Payment at annual rate made only for actual time working in job classification.
3. The above schedule is based upon an 8-hour day, 40 hour per week, 12 month per year work period.
4. Salary increments - movement from step to step on the above schedule - will be awarded if and only if an employee's performance over the last 12 months has been satisfactory.

APPENDIX B

MAINTENANCE EMPLOYEE SALARY GUIDE  
1973 - 1974

<u>CLASSIFICATION</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
M-1 General Service	8479	8777	9086	9430	10,290
M-2 Carpenter, Glazier	8575	9049	9586	10,061	11,187
M-3 Plumber, Electrician, Oil Burner Elec.	9873	10,361	10,837	11,313	12,564

1. Plumber-tradesman must be licensed plumber recognized as certified to perform work in the City of Plainfield, N. J.
2. Electrician or Electrical Technician must be recognized by Board of Fire Underwriters.
3. The above schedule is based upon an 8-hour day, 40 hours per week, 12 month per year work period.
4. Salary increments - movement from step to step on the above schedule - will be awarded if and only if an employee's performance over the last 12 months has been satisfactory..
5. Tradesman must file all applications for inspections and submit approved final certificates for new work to the Board of Education when required by law.

APPENDIX C  
CUSTODIANS SALARY GUIDE  
1974 - 75

<u>CLASSIFICATION</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
C-9					
Hd.Cust.Sr.High	10,022	10,761	11,499	12,343	13,255
In Chge. Lic. (Weekend & Holiday) - check bldg.					
C-8					
Hd.Cust.Inte. Schools	9073	9600	10,339	11,077	11,865
In Chge. Lic. (Weekend & Holiday) - check bldg.					
C-5					
Hd.Cust. - Athl.Field	8651	9178	9706	10,233	10,729
(Weekend & Holiday) - check bldg. Gds.Fire.Lic.					
C-6					
Hd.Cust.Elem.F.Lic.	8651	9178	9706	10,233	10,729
(Weekend & Holiday)					
C-7					
Hd.Cust.Driver	8651	9178	9706	10,233	10,729
School Bus Lic.					
C-3					
Cust.Driver, Bus	7855	8255	8501	8813	9454
Driver License					
C-4					
Cust. Fireman	7855	8255	8501	8813	9454
Fireman License					
C-2					
Asst.Cust. Cleaner	6646	6785	7038	7300	7762
No Lic. Required					

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1. Head Custodian - Athletic Field is a 9 month position.
  2. Payment at annual rate made only for actual time working in job classification.
  3. The above schedule is based upon an 8-hour day, 40 hour per week, 12 month per year work period.
  4. Salary increments - movement from step to step on the above schedule - will be awarded if and only if an employee's performance over the last 12 months has been satisfactory.

APPENDIX D

MAINTENANCE EMPLOYEE SALARY GUIDE

1974 - 75

<u>CLASSIFICATION</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>5</u>
M-1 General Service	8945	9259	9585	9948	10,855
M-2 Carpenter, Glazier	9046	9546	10,113	10,614	11,802
M-3 Plumber, Electrician, Oil Burner Elec.	10,416	10,930	11,433	11,935	13,255

1. Plumber-tradesman must be licensed plumber recognized as certified to perform work in the City of Plainfield, N. J.
2. Electrician or Electrical Technician must be recognized by Board of Fire Underwriters.
3. The above schedule is based upon an 8-hour day, 40 hours per week, 12 month per year work period.
4. Salary increments - movement from step to step on the above schedule - will be awarded if and only if an employee's performance over the last 12 months has been satisfactory.
5. Tradesman must file all applications for inspections and submit approved final certificates for new work to the Board of Education when required by law.

Correction to Appendix D

Employees having completed 5 years service through nine years to receive a bonus of \$100 added to their annual salary.

Employees having completed 10 years service through 14 years to receive a bonus of \$200 added to their annual salary.

Employees having completed 15 years service through 19 years to receive a bonus of \$300 added to their annual salary.

Employees having completed 20 years of service or more to receive a bonus of \$400 added to their annual salary.

Correction to Appendix C

Employees having completed 5 years service through nine years to receive a bonus of \$100 added to their annual salary.

Employees having completed 10 years service through 14 years to receive a bonus of \$200 added to their annual salary.

Employees having completed 15 years service through 19 years to receive a bonus of \$300 added to their annual salary.

Employees having completed 20 years of service or more to receive a bonus of \$400 added to their annual salary.