

4-3081

18-14

AGREEMENT

between the

BOARD OF EDUCATION

OF

NORTH PLAINFIELD

in

SOMERSET COUNTY

and

the

NORTH PLAINFIELD CUSTODIAL AND MAINTENANCE ASSOCIATION

Covering the period from
July 1, 1973 to June 30, 1975

Table of Contents

Article

- Preamble
- I. Recognition
- II. Negotiation Procedures
- III. Rights and Responsibilities of Both Parties
- IV. Grievance Procedure
- V. Hours and Overtime
- VI. Salary
- VII. Vacation, Holidays and Snow Days
- VIII. Sick Leave and Other Excused Absence
- IX. Insurance
- X. Miscellaneous
- XI. Schedule - Maintenance and Custodial Salary Guide - 1973-1974
- XII. Duration of the Agreement

AGREEMENT between the Board of Education of North Plainfield and the North Plainfield Custodial and Maintenance Association.

PREAMBLE

This agreement made on the first day of July, 1973 by and between the Board of Education, North Plainfield, New Jersey, hereinafter referred to as the "Board" and the North Plainfield Custodial and Maintenance Association hereinafter referred to as the "Association" wherein it is mutually agreed as follows:

ARTICLE I

RECOGNITION

(1) Pursuant to the provisions of Chapter 303, Laws of 1968, the North Plainfield Board of Education hereby recognizes the North Plainfield Custodial and Maintenance Association as the majority representative and as the exclusive representative agent for the purpose of collective negotiation for all contracted full-time custodial and maintenance employees of the North Plainfield Board of Education.

but excluding:

- (a) Director of Operations
- (b) Supervisor of Building and Grounds
- (c) All other employees of the North Plainfield Public Schools
- (d) Employees on probation
- (e) Temporary employees

(2) The Board shall provide a job description for each category contained in the unit covered by this agreement.

(3) 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, it shall be mutually agreed that the numbers of members representing each party be equal, but not exceeding seven (7) from each party. Both parties may engage competent consultants to assist in 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, with the exception of Article XI (salaries) which shall

be in effect for one year until June 30, 1974. This agreement shall be considered renewed every two (2) years. Detailed proposals for amendment shall be presented by November 1st of the second year, and negotiations shall begin no later than November 15th of the second year, unless changed by mutual agreement.

ARTICLE III

RIGHTS AND RESPONSIBILITIES OF BOTH PARTIES

- (1) The Board recognized 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 the rules and regulations made by the Board to carry out the Board's managerial function and responsibilities.
- (3) Any employee who is required to appear for a formal hearing before the Superintendent or the Board of Education shall receive prior written notice of the reasons for said hearing and be advised of the right to be accompanied by a representative of his choice.
- (4) Any items of public record on file in the office of the Secretary of the Board of Education shall be available for examination by any bona-fide representative designated by the President of the Association.

ARTICLE IV

GRIEVANCE PROCEDURE

(1) DECLARATION OF BASIC PRINCIPLE AND INTENT

(a) Every employee shall have the right to present his grievance in accordance with the procedures provided herein, free from interference, coercion, restraint, discrimination or reprisal, and shall have the right to be represented by a person of his own choosing at any or all stages of the grievance procedure.

(b) Employees are encouraged to contribute their experiences and their ideas to the solution of problems in the public service and to acquire a feeling of identification with the objectives of their department and school.

(c) It is the intent of this procedure to provide everyone concerned with equitable and reasonably fast determination of grievances. As a matter of good practice, grievances should be settled, whenever possible, between the persons or parties immediately affected by the matter arising as a grievance.

(2) DEFINITION OF GRIEVANCE

A grievance shall mean a complaint by an employee or by the Association that there has been to him a personal loss, injury, or inconvenience because of a violation, a misinterpretation, or an inequitable application of:

1. Board policy
2. This agreement
3. An administrative decision governing such employees

(3) 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 Superior.

(The "Immediate Superior" is in the case of custodian, the Head Custodian; in the

case of the Head Custodian and in the case of a maintenance man, the Supervisor of Buildings and Grounds). 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 superior within three (3) working days of the informal discussion. He shall send a copy of his grievance to all concerned. The immediate superior shall make a written response containing his decision to the employee within five (5) working days of receipt of the grievance.

(b) Step 2: - Custodian Only: 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 Buildings 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: - Custodians
Step 2: - Head Custodians and Maintenance Men

In the event the complaint is not resolved at Step 2 for Custodians or Step 1 for Head Custodians and Maintenance Men to the satisfaction of the aggrieved employee, the Association and/or the employee shall present the grievance in writing to the Director of Operations within five (5) working days following the decision received at Step 2 for Custodians and Step 1 for Head Custodians and Maintenance

Men. Within five (5) working days the Director of Operations 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 Director of Operations shall communicate his decision in writing to the Association representative and to the employee involved.

- (d) Step 4: - Custodian
- Step 3: - Head Custodian and Maintenance Men

The Association may appeal the decision of the Director of Operations to the Superintendent of Schools within five (5) working days after receiving the decision of the Director of Operations. The appeal from the decision of the Director of Operations shall be in writing and shall be accompanied by a copy of the Director of Operations' decision and all documents and other information related to the grievance. The Superintendent of Schools 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 shall communicate his decision as final in writing, together with the supporting reason, to the aggrieved employee and to the Association, to the Director of Operations and to the Principal of the school in the event that the work location of the employee is a school or to any other superior who may be involved.

- (e) Step 5: - Custodian
- Step 4: - Head Custodian and Maintenance Men

If the grievance is not resolved to the employees satisfaction he may request a review by the Board of Education no later than five (5) school days after receipt of the Superintendents decision. The request shall be submitted in writing through

the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. Within thirty-five (35) calendar days of receipt of the grievance by the Board, the Board, or a committee thereof, shall review the grievance and shall, at its option, hold a hearing with the employee and render a decision in writing. Beyond this step a grievance shall not be processed if it applies to:

1. Any matter for which a method of review is prescribed by Title 18A
2. Any rule or regulation of the State Commissioner of Education
3. Any matter which according to law is beyond the scope of Board authority.

- (f) Step 6: - Custodian
Step 5: - Head Custodian and Maintenance Men

If the decision of the Board of Education does not resolve the grievance to the satisfaction of the employee, and the employee wishes review by a third party, he shall refer the grievance to the Association. Within ten (10) school days of receipt of the Board's decision, the Association may request arbitration of the grievance by notifying the Board through the Superintendent.

1. The following procedure shall be used to secure the services of an arbitrator:
 - a. A joint Board-Association request shall be made to the American Arbitration Association to submit a roster of persons fully qualified to function as arbitrators of the grievance in question.
 - b. Should the parties be unable to determine a mutually satisfactory arbitrator from the submitted list, they shall request the American Arbitration Association to submit a second roster of names.
 - c. Should the parties be unable to determine a mutually satisfactory arbitrator from the second submitted list within ten (10) school days of the initial request for arbitration, the American Arbitration Association shall be requested by either the Board or the Association to designate an arbitrator.

2. The arbitrator shall limit himself to the issue submitted to him and shall consider nothing else. He shall add nothing to, nor subtract anything from, the Agreement between the parties or from any policy of the Board of Education. The recommendations of the arbitrator shall be advisory. Within thirty (30) calendar days of the completion of the Arbitrator's hearings, copies of the arbitrator's findings and recommendations shall be given to the Board and to the aggrieved and his representatives only.

(4) COSTS

(a) The fees and the expenses of the arbitrator are the only costs which shall be shared by the two parties and such costs shall be shared equally.

(b) All other costs shall be borne by the parties incurring them.

ARTICLE V

HOURS AND OVERTIME

(1) The standard work week of all employees of the unit, regardless of the shift on which they may work shall be based on a forty-hour week consisting of five (5) eight-hour days excluding lunch period. Employees shall be granted a reasonable period prior to the end of the work shift in which to put away equipment and supplies and for the purpose of personal clean-up according to the job requirements. Starting times and lunch periods shall be determined by the school principal and/or the Director of Operations. It is agreed that any emergency matters requiring an employee's attention beyond his regular hours stated above will be performed by him as part of his total job responsibility at the overtime rate and in keeping with the terms of the Agreement contained herein.

(2) Two (2) break periods of reasonable length, one in each half of each shift, shall be permitted at times mutually agreed upon by the employee and his immediate superior.

(3) Overtime at the rate of one and one-half ($1\frac{1}{2}$) times the employee's regular hourly rate shall be paid for all authorized work performed in excess of forty (40) hours per week.

(4) Holiday work shall conform to established time schedule and shall be paid at double time rate.

(5) Overtime and double time shall be rounded to the nearest half hour at the end of each pay period. Payment for overtime shall be within one (1) month.

ARTICLE VI

SALARY

- (1) Salary increments movement from step to step on the enclosed schedule will be awarded only on employee's satisfactory performance over the last twelve months or less in case of new employees. All increases will be effective as of July 1, 1973.
- (2) No salary of a satisfactory employee shall be below the appropriate step on the guide.
- (3) Contingent on salary and job description head custodians checking their respective school buildings on weekends and holidays are not entitled to any extra pay.

ARTICLE VII

VACATION, HOLIDAYS AND SNOW DAYS

(1) Vacation schedule for employees shall be established by the Director of Operations prior to March 1 of each year. Any change in the schedule subsequent to March 1 shall be by mutual agreement of the employee and the Director of Operations.

(2) Vacations are non-cumulative and must be taken during the period between June thirtieth and September first. Exceptions can be made with the approval of the Director of Operations.

(3) Employees will be granted paid vacation allowance as follows:

One-half day for each full month for employees who have been with the Board for at least one month and not more than eleven months as of July first. Two weeks annually for employees who have been with the Board for at least one year and not more than five years as of July first. Two weeks plus one day per year after five years for employees who have been with the Board for at least five years but less than ten years as of July first. Three weeks per year for employees who have been with the Board for at least ten years but less than fifteen years as of July first. Four weeks per year for employees who have been with the Board for fifteen years or more as of July first.

(4) Holidays: Employees of the unit shall be allowed twelve paid holidays each year. These 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 Superintendent 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 holiday calendar for each year shall be

established by September 1. Any changes subsequent to September 1 may be made by mutual agreement of the Association and the Superintendent.

(5) 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 will be paid double time for work on snow removal. All other work on snow days will be at the straight time rate.

ARTICLE VIII

SICK LEAVE AND OTHER EXCUSED ABSENCE

(1) "Sick leave" is hereby defined to mean the absence from his or her post of duty of any person because of personal disability due to illness or injury or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being guarantined for such a disease in his or her immediate household. (Section 18a: 30-1)

All persons holding any office, position or employment for the North Plainfield Board of Education, who are steadily employed under contract, shall be allowed sick leave as follows:

10-month employees - 11 days
12-month employees - 13 days

Sick leave allowable under the above conditions shall accumulate for use as may be needed for sickness in subsequent years.

A physicians certificate attesting to the illness or physical disability of an employee may be required in cases where absence for reasons of sickness exceeds three days.

(2) An employee may be absent without loss of pay if a member of the employee's immediate family dies. Immediate family shall be interpreted to mean the employee's spouse, father, mother, brother, sister, son, daughter, grandparent, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, uncle, aunt, nephew, niece, first cousin and any other person living as a member of the employee's household. Absence without loss of pay shall be limited to a reasonable length of time. Should there be any question regarding the meaning of "reasonable," the employee should consult the Director of Operations before or

during the first half-day of absence.

(3) An employee may be absent without loss of pay if a serious emergency illness of a member of his or her household requires him to be away from school. Not more than one (1) day with pay shall be allowed in any school year for this type of absence unless the employee receives approval from the Director of Operations before or during the first half-day of absence.

ARTICLE IX

INSURANCE

The Board shall provide Health Care Insurance including Hospitalization, Medical-Surgical and Major Medical protection equivalent to the benefits provided by the "New Jersey State Health Benefits Program". The Board shall pay the full payment for each eligible employee and dependents. The Board shall make payment of insurance premiums to provide insurance coverage for the full twelve-month period commencing on July first and ending June thirtieth for each employee who remains in the employ of the Board for the full school year. Provisions of the Health-Care Insurance Program shall be detailed in master policies held by the Board.

ARTICLE X

MISCELLANEOUS

(1) Absenteeism: An employee may be absent without loss of pay at such time as absence results from obedience to legal process.

An employee may be absent for not more than two (2) days without loss of pay if he is a member of a religious organization requiring its members to abstain from working on Holy Days which fall on scheduled work days.

(2) Examination by New Jersey Department of Labor and Industry-Fireman's License Examination will constitute part of a regular work day. Fees - annual boiler license fees and school tuition for permanent employees under contract (or after signing a contract) to be paid by the Board of Education, if required by the Board.

(3) The Board reserves the right to terminate an employees' contract with 30 days written notice and immediate suspension with pay from duty upon evidence of just cause. Just cause shall include, but not be limited to, violation of Board regulations or terms of this agreement, fighting, being under the influence of unprescribed intoxicating drugs or alcohol while on duty, smoking in unauthorized areas, failure to report for duty, insubordination, job-related immoral behavior, or conviction of criminal activities.

(4) In the event of a work location reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority of the employees in the department involved at the work location consistent with Title 18A:17-4.

(5) A list of open positions in the school district shall be posted and made available to all employees.

(6) Employee transfers from one work location to another within the district may be made at the discretion of the Director of Operations.

(7) Work Expectations: Employees will be expected to perform duties related to their basic work function and their personal skills as is deemed necessary by the Director of Operations in accordance with established job descriptions.

(8) Employee Facilities and Equipment: All employees, where applicable, shall be provided with the appropriate equipment necessary to do a high quality of work.

The Board shall supply to each employee the following personal equipment:

Four (4) uniforms per year, 2 summer and 2 winter
Appropriate safety equipment when required by the
nature of the work performed
One (1) set of complete rain gear (hat, coat, and
boots) when required by the nature of the work
performed.

(9) 90-days' trial: Each new employee shall be engaged for a ninety-day probationary period. If his work merits, he shall be appointed for a specific term and be considered a full-time employee.

(10) Employees of the unit who reach their seventieth (70th) birthday during the school year must retire by June 30 of that year.

(11) Unless otherwise stated in this contract, nothing contained herein shall be interpreted and/or implied so as to detract or reduce any of the Board's rights, duties, prerogatives, or responsibilities to manage the school district as endowed by law or custom.

(12) 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:

Superintendent of Schools
North Plainfield Board of Education
33 Mountain Avenue
North Plainfield, New Jersey 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.

ARTICLE XII

DURATION OF THE AGREEMENT

This agreement shall come into effect on July 1, 1973, and shall continue in effect until June 30, 1975, with the exception of Article XI (salaries) which shall be in effect for one year until June 30, 1974. The above agreement was entered into during 1973 by representatives of the Board of Education and representatives of the North Plainfield Custodial and Maintenance Association.

It was ratified by the Association on _____ 1973, and by the Board of Education on _____ 1973.

BOARD OF EDUCATION

NORTH PLAINFIELD CUSTODIAL AND
MAINTENANCE ASSOCIATION

North Plainfield
County of Somerset
State of New Jersey

President

President

ATTEST:

ATTEST:

Secretary

Secretary

ARTICLE XI

SALARY GUIDE 1973-1974

CUSTODIANS

<u>Step</u>	<u>Guide</u>
1	\$6,050
2	6,300
3	6,550
4	6,800
5	7,050
10	7,550
15	8,050
20	8,550

MAINTENANCE STAFF AND HEAD CUSTODIANS

<u>Step</u>	<u>Guide</u>
1	\$6,800
2	7,050
3	7,300
4	7,550
5	7,800
10	8,300
15	8,800
20	9,300

ADDITIONAL COMPENSATION

Shift Differential	a) second - 6% of base salary b) third - 9% of base salary	
High School Head Custodian (day & evening)		\$ 700
Elementary School Head Custodian:		
Stony Brook)	
East End)	
Somerset)	400
West End)	
Boiler License		300
Custodian with skill or special duty		300
Journeyman		1,500

- Note:
1. Movement from Step to Step on the above schedule will be awarded if an employee's performance over the preceeding 12 months has been satisfactory.
 2. For purposes of placement on the Salary Guide, up to and including three years of previous full time experience as school custodian or maintenance employee will be recognized upon submission of proof of such service.