

MEMORANDUM OF AGREEMENT
TRENTON BOARD OF EDUCATION
AND
AFSCME NEW JERSEY COUNCIL 63/LOCAL 3623
TRENTON SCHOOL CUSTODIANS ASSOCIATION

June 23, 2019

REVISED AUGUST 22, 2019

The above-captioned parties, having reached a tentative settlement for a successor Collective Bargaining Agreement as set forth below, shall recommend the terms of this memorandum through their respective bargaining committees to the full Board of Education and the Association's general membership, and this memorandum shall be subject to ratification by the Board and the Association's general membership.

1. Duration: Three years, July 1, 2018 through June 30, 2021.
2. Salary increases: Effective July 1, 2018: 2.75%
Effective July 1, 2019: 2.75%
Effective July 1, 2020: 2.75%

All increases are inclusive of increment and will be distributed on mutually acceptable guides.

3. There will be no retroactive contributions taken for Ch. 78 deductions based on the July 1, 2018 increases.
4. Delete reference in Appendix A to number of employees.
5. Article XIII, Section D. Add the following:

Accumulated Vacation Days on June 30, 2018

Employees will be paid for one half of the unused vacation time they have accumulated as of June 30, 2018. This payment will be made in one lump sum by October 31, 2019. The remaining one half of the accumulated vacation days will be paid in a one lump sum payment by October 31, 2020. If a person retires prior to October 31, 2020, he/she will be paid for his/her remaining accumulated vacation days within 90 days of retirement. All vacation days that are earned by an employee on July 1st must be used by June 30th of the following year or they will be forfeited. As of the beginning of the 2019-2020 school year, vacation days may not be accumulated.

Delete the last paragraph of Section D.

6. The Preamble and Article 1, Recognition will be modified to reflect that AFSCME (as indicated above) is the proper name of the Majority Representative of these employees

7. Article III, Grievance Procedure, Paragraph C(5): the reference to the New Jersey State Board of Mediation will be deleted.

8. Article VI, Probationary Period, Paragraph B: Delete all but the first sentence.

9. Article IX, Leave Policies for Permanent Employees, Paragraph K: Modify first two paragraphs as follows:

Any 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 twelve months. Health insurance benefits will be paid by the Board, subject to the employee's payment of Ch. 78 contributions.

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. 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.

10. Change "Executive Administrator" title to "Buildings and Grounds Facilities Administrator" throughout.

11. All heavy cleaners who have obtained their boiler's license prior to July 1, 2019 will have their title changed to Custodian and will have their salaries adjusted to the Custodians' salary guide effective July 1, 2019.

12. All provisions of the 2015-2018 agreement shall be continued without change into the successor agreement except as set forth herein.

13. Any proposal made by either party not addressed in this Memorandum is withdrawn by the party making it.

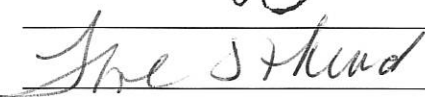
14. Salary guides shall be mutually developed and agreed upon.

15. This agreement is subject to ratification by the Association and by the Board of Education.

For AFSCME, Local 3623

For the Trenton Board of Education





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

**July 1, 2012 through
June 30, 2015**

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PREAMBLE

This Agreement entered 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 is in effect from the first (1st) day of **July 2012**, until the thirtieth (30th) day of **June, 2015**.

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 to 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 in this agreement:

- Custodian Engineer--Grade 1
- Custodian Engineer--Grade 2
- Custodian Engineer--Grade 3
- Head Custodian

Custodian
Groundskeeper
Cleaner, Heavy
Cleaner, Full-Time, Light
Cleaner, Part-Time, Light*
Fireman, High Pressure, In Charge
Fireman, High Pressure, Regular

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

C. The parties agree to form a committee consisting of an equal number of representatives from each party to discuss consolidating some of the existing job titles.

ARTICLE II NEGOTIATION OF A SUCCESSOR AGREEMENT

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. Negotiations shall begin at a date mutually agreed upon by the parties; however, in the absence of an agreement all efforts shall be made to begin negotiations no later than February 1, of the calendar year in which the agreement expired. 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.

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, 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(s) or the Association making the claim.

3. **Party in Interest**

A "party in interest" is the person(s) 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 with 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 Supervisor

An employee with a grievance shall first discuss it with this 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 with five (5) work days.

3. Level Two -- Superintendent

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she 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 this written grievance, the Association shall refer it to the Superintendent of schools, or his/her designee.

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 grievance was filed with the Superintendent, he/she may request the Association to appeal the grievance to the Board, in which event the Association shall take the appeal by notifying the Superintendent, or his/her designee 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 officer 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) work 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 this 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/she may, within five (5) work days after the by the Board or forty (40) work days after the grievance was delivered to the Board whichever is sooner, request in writing that the Association submit the 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 New Jersey State Board of Mediation or Public Employment 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/her decision normally not later than thirty (30) days from the date of the close of the hearings or if oral hearings have been waived, than from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her 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/her and shall consider nothing else. He/she 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 Association by the Executive Administrator of Buildings and 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 Executive Administrator of Buildings and Grounds.

E. The Association and its representative shall have the privilege, with permission of the Executive Administrator of Buildings and Grounds, to use the Trenton Central High School or other school district facilities for meetings during evening hours when it does not conflict with school activities or functions. 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, mimeograph machines, other duplication equipment, calculating machines, and all types of audiovisual 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 mailboxes 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 personnel vehicles for the transportation of persons or materials.

C. Custodians shall not be assigned duties requiring their leaving their regular assigned buildings, except in the event of an emergency, 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. Custodians working first (1st Shift) shall have a one-hour lunch period. Custodians working second (2nd) and third (3rd) shifts shall have a half-hour lunch period.

E. Custodians in charge of buildings shall report to the Executive Administrator of 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/her person while acting properly in the discharge of these 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/she committed an assault in connection with his/her employment, such custodian may request the Board to furnish legal counsel to defend him/her in such proceeding. If the Board does not provide such counsel and the custodian prevails in the proceeding, the Board shall reimburse the custodian for reasonable counsel fees incurred by him/her in defending the proceeding. The hourly rate for such reimbursement shall be no greater than the hourly rate then being paid to the Board Attorney.

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

ARTICLE VI PROBATIONARY PERIOD

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. 1. An employee filling a vacancy which requires a fireman's or boiler license, and who does not already possess such license, shall be given a period of not less than twelve (12) months to acquire that required license, during which time the employee shall fire boilers only under the direct supervision of a licensed fireman/boiler operator.

2. If the employee has filled the position through promotion, and does not obtain the required license within the twelve (12) month period, the Board may

extend the probationary period for up to an additional twelve (12) month, or demote the employee to his/her former title. If at the end of the extended probationary period the employee has not obtained the required license, the employee shall be demoted to his/her former title.

3. If the employee filling the vacant position is a new hire, and does not obtain the required license at the end of the Initial twelve (12) month period, the Board, in its discretion, may terminate the employee, demote him/her to a position that does not require a license, or extend the probationary period for up to an additional twelve (12) months.

C. 1. A probationary employee who is a new hire, and whose position does not require a license shall be permanently appointed with three (3) months of his/her date or may be dismissed. The Board may, In Its discretion, extend the employee's probationary period for up to an additional three (3) month period after which the employee shall either be permanently appointed or dismissed.

2. A probationary employee who has filled the position through promotion, and whose position does not require a license or who already possess the required license, shall be appointed within three (3) months of his/her date of employment or demoted to his/her former position. The Board may, In its discretion, extend the probationary period for up to an additional three (3) months after which the employee shall either be permanently appointed to that position or demoted to his/her former job classification.

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/she resigns and 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. There shall be no recall rights three (3) years after the date of the employee's 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 personnel administrator, in writing, whether or not he/she desires to return to such work, he/she shall forfeit all of his seniority and all rights to recall. If he/she indicates that he/she desires to return to the work involved in the recall notice, then he/she shall report for such work within ten (10) days from the date he/she 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 years in the same job title shall automatically go to maximum pay. This provision applies only to employees hired prior to July 1, 2000. All employees hired after July 1, 2000 will move through the steps of the salary guide applicable in their job title consistent with the normal annual increment practices otherwise applicable to employees in this unit.

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 Human Resources. 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 personnel administrator within the time limited specified in the notice. All applications shall be acknowledged in writing by the office of the personnel administrator. The building principal or designated administrator shall sit on the screening committee for new custodians or custodial promotions within their building. The President, or his/her designee (either the Vice President, Treasurer or Secretary of the Association) shall sit on the interview committee to interview all candidates for custodian positions or promotions so long as the mutually agreed to Association member's schedule does not interfere with the scheduling of interviews.

C. The successful applicant shall be notified of this selection by the personnel administrator, stating the effective date and salary of his new position. The Association shall be notified of the identity of the recommended candidate which notice could take the form of the receipt of the Board agenda by the Association President 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 on the current guide and then the employee moves to that step on the guide for the new title which is closest to, but not less than the salary determined by the movement or the minimum of the new position, whichever is higher.

E. The TBOE shall provide the Association with a list of each member and each member's total years of service with the TBOE by no later than July 15 of each year.

ARTICLE IX LEAVE POLICIES FOR PERMANENT EMPLOYEES

A. Sick Leave

Custodians shall be allowed **twelve (12)** days for leave because of personal illness per year. The unused portion of such leave at the end of any year shall be

cumulative. No person shall be allowed to accrue more than fifteen (15) sick days per year. *See, NJSA 18A:30-7.* Any person who commences 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. The unused portion of such leave at the end of any year shall be cumulative and included in accumulated sick leave for purposes of payment upon retirement pursuant to Section J of this Article. The maximum amount payable In Section J is not increased.

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 a total absence of one (1) day with no loss of pay per year for each death of other. This day may not be accumulated for any other purpose.

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 Executive Administrator of Buildings and Grounds. Personal business/religious days not used in any year may be added to accumulated sick leave for calculation of retirement benefits under J below. They may not be accumulated for any other purpose.

F. Court Order

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

G. Jury Duty

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

H. 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 six (6) months an appraisal shall be made by the Executive Administrator of Buildings and Grounds, before any further extension is granted. Final approval of such action is required by the Board of Education.

I. 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.

J. 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 case settlement at the rate of one (1) day's pay for every three (3) days of accumulated sick leave. Employees hired after July 1, 2013 are required to have sixteen (16) years of service, and employees hired after July 1, 2014 shall be required to have seventeen (17) years of service to receive accumulated sick time as set forth in this paragraph. Reimbursement under this paragraph may not exceed \$18,000.00 for any employee. Employees who, as of July 1, 1991, have accumulated sick leave which, if reimbursed hereunder, would result in payment in excess of \$15,000 shall have their maximum reimbursement hereunder capped at the number of days accumulated as of July 1, 1991.

Payment is to be made within ninety (90) days of the employee's retirement so long as the employee provides the Board written notice of retirement by January 2 of the same year. If the employee provides notice after January 2, the employee shall receive his or her lump sum payment within one-hundred eighty (180) days from the separation.

K. Maternity/Paternity Leave

Any 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 twelve months. Health insurance benefits will be paid by the Board.

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 personnel physician shall issue a certificate stating that the employee is physically able to continue her duties. Concurrence of the personnel 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 indicated 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.

L. 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 benefits, as provided by the statute and as covered by Worker' Compensation Insurance and as defined in *N.J.S.A 18A:30-2.1*.

M. Policy for Part-time Cleaners

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

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 substitute employee from a list of substitutes approved by the Manager, Buildings & 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 (4) consecutive days, the Manager, Buildings & Grounds, must be consulted about the advisability of engaging a substitute cleaner beyond the fourth (4th) 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 & Grounds, offer existing permanent personnel, on a rotating basis, the option of working additional hours equal to the time that a substitute should have worked had one been available.

ARTICLE X INSURANCE PROTECTION

A. During the term of this Agreement the Board shall pay for all existing health benefits for all employees and their dependents subject to the Chapter 78, P.L. 2011 premium contribution rates. Employees hired after December 1, 2012 shall not be entitled to paid medical benefits until they have completed one full year of employment with the District; however, they may elect to receive medical benefits if they pay the premium of the plan they choose to enroll in for the first year of employment. After one year of employment, employees hired after December 1, 2012 shall receive HMO medical coverage only, subject to the Chapter 78, P.L. 2011 premium contributions. Should anyone hired after December 1, 2012 wish to buy up to a PPO plan, he/she shall be able to do so at his/her own cost (i.e. pay the difference in the premium cost between the HMO and the PPO plans).¹

B. In the event the Board enters the State Health Benefits Plan, all employees in this unit will then be covered and receive medical benefits pursuant to the State Health Benefits Plan with the following additions:

¹ In the event a Federal or State agency or court orders, mandates or otherwise requires employees hired after December 1, 2012 to receive health benefits during the first year of employment, the employee is solely responsible for the cost of the entire premium. The employer shall have no monetary responsibility with regards to any Federal or State agency or court requirement.

1. Any employee who takes advantage of the waiver provision will be paid the statutory amount permitted for such waivers. It is understood that under the State Health Benefits Program all District employees must be covered by the State Health Benefits Plan.

2. Dependent coverage under the law is to age twenty-six (26). If, however, the law changes the Trenton Board plan will be up to twenty-five (25) years for dependents and the Trenton Board will pay the cost of COBRA benefits for any employee whose dependent children is still covered under the dependent policy at age 23, and would have continued to be eligible as a dependent under the plan but for the fact that they had reached their twenty-fourth (24th) birthday. The Board will provide the employee with the appropriate form to apply for COBRA benefit for that dependent child, and the Board will pay the cost of maintaining coverage through the insurance plan as long as the dependent child is eligible to maintain coverage through the State Health Benefits Plan under COBRA, or until the end of the calendar year during which the dependent child reaches his/her twenty-sixth (26th) birthday. If less expensive health benefits can be obtained by the dependent child through the college, the dependent will obtain those benefits and the Board will reimburse the employee for its cost of those benefits.

3. Coverage for employees under Delta Dental Plan of NJ, Inc., (50-100-plan) (formerly N.J. Dental) or Dental Services Organization., (Eastern Dental); no deductible.

4. A \$10.00 co-pay prescription insurance plan for name brand and \$5.00 co-pay for generic brands, with oral contraceptives \$0 for mail-order prescriptions through Blue Cross-Blue Shield beginning in October 27, 1997.

5. If an employee waives health insurance or prescription insurance, such employee shall receive 50% of the health and/or prescription premium of their current plan coverage. Employees that choose the cash option must reapply each year. Proof of other coverage must be submitted with each request for the cash option. If newly hired employees waive health insurance coverage, they shall receive 25% or \$5,000 whichever is less of the lowest cost plan. All waivers are subject to the provisions of the Section 125 Addendum.

C. It is the parties understanding that employees who retire from the district with 25 or more years of credible service in the State Pension System or on a disability retirement receiving health benefits in retirement from the State as part of their pension benefit. However, in the event that such employee does not receive those health benefits, then their health benefits at retirement shall be provided pursuant to the following provisions:

1. For any employee 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 (PACE) including Rider J and Medi-Group, Unlimited Major Medical coverage with New Jersey Blue Cross/Blue Shield with expenses in excess of \$2,500.00 submitted to major medical paid at the rate of 100%; until eligible for Medicare.

2. Any employee who retires shall be allowed to remain as part of the group plans provided by the Trenton Board of Education. The employee shall be responsible for payment of the group rates, except as provided for the B.1. above.

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 Moines 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 fifteenth (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(s).

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 if its membership dues shall give the Board written notice prior to the effective date of such change.

ARTICLE XII CUSTODIAN 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.

1. Employees shall have appropriate adult toilet facilities, lockers, wash basins, mirrors, tables, chairs, bulletin boards, and electrical outlets. Each room shall be well lighted with controlled heat and ventilation.
2. 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.
3. No custodial facilities shall be located in the boiler room.
4. 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 sub-section B of this Article.

B. For full-time employees, paid vacations shall be granted pursuant to the following schedule:

After 1 month up to and including one (1) year - 1 day per month
Beginning 2 years to 8 years - 12 working days
Beginning 9 years to 15 years – 15 working days

Beginning 16 years to 19 years - 20 working days
Beginning 20 years or more-25 working days.

For purposes of establishing length of service for vacation allowance, the anniversary date which is the date of hire shall determine 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 Executive Administrator of 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. Any such carried over vacation days not used during said next succeeding calendar year shall be lost. Employees have the option to be paid for any unused vacation days not used because the board would not approve the vacation within that school year. Payment shall be made In January of the next calendar year immediately following the year in which the vacation cannot be used.

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 Executive Administrator of 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 six (6) months of that year. If six (6) months have not been worked, the vacation schedule in sub-section A of this Article shall apply.

ARTICLE XIV
HOLIDAYS

A. The employees covered by this contract shall be entitled to 18 paid holidays, which holidays shall be mutually agreeable to the Board and the Association. Of those 18 holidays two (2) shall be a floating holidays to be taken by each employee on a day mutually agreeable to the employee and the Executive Administrator of Buildings & Grounds and on days which will not interfere with the needs of the Board. It is agreed that no more than two (2) days of work will be added during the Christmas holiday

period. Either of the two floating holidays may be taken prior to the Christmas holiday period; and no more than one (1) floating holiday may be taken during the period after the Christmas holiday but before Spring break. In order to qualify for one (1) of the two (2) floating holidays, the employee must work all of the scheduled days during Christmas Holiday. The second floating holiday may not be taken until after the Spring Recess; and that floating holiday may only be taken if the employee has worked all the scheduling days of work during the Spring recess. An employee shall have the option of being paid for the two (2) floating holidays. Additionally, if the employee cannot take either of the two floating holidays, because a day could not be agreed upon, then the employee will be paid for the unused floating holidays in the first pay period in July of the new school year.

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 of inclusion in the calendar.

C. The Unit may be granted holidays, on those days designated as NJEA days, with the approval of the Executive Administrator of Buildings and Grounds. Any employee required to work on NJEA days shall be granted time off, without deduction from salary, equal to that time worked on NJEA days. Such time off shall be taken with the approval of the Executive Administrator of Buildings and Grounds, and shall be taken within the contract year in which the custodian worked on NJEA days. NJEA days means the two designated days when school is closed during the NJEA Convention usually held in November.

ARTICLE XV SALARIES AND HOURS OR WORK

A. The salaries of employees hired before December 1, 2012 are set forth in Appendix **A**, attached hereto and made part hereof.

B. The salaries of employees hired after December 1, 2012 are set forth in Appendix **B**, attached hereto and made part hereof. However, employees hired between July 1, 2012 and December 1, 2012 shall not be entitled to the 2.25% negotiated increase.

C. The hourly rate of full-time employees shall be determined by dividing their current annual salary by 2,080 hours. The hourly rate of cleaner, light employees shall be determined by dividing their current salary by 1,040 hours.

D. The regular work week for full-time custodial employees employed on the day shift shall be forty (40) hours. The regular work day shall be eight (8) consecutive hours exclusive of lunch hours for full-time day shift employees, and the hours of work

for such employees shall be between 6:00 am and 4:30 pm. All hours after eight (8) hours per day shall be paid at the rate of one and one-half (1 1/2) times the employee's hourly wage.

The regular work week for part-time custodial employee shall be twenty (20) hours. The work day shall consist of four (4) hours.

The regular work week for full-time custodial employees who work the second (2nd) and third (3rd) shifts shall be thirty-five (35) hours. The regularly work day shall be seven (7) consecutive hours exclusive of one half (1/2) hour for lunch. All hours after seven (7) hours per day shall be paid at the rate of one and one-half (1 1/2) times the employee's hourly wage. It is understood that the hourly wage and annual compensation for full-time day custodial employees notwithstanding that they work a seven (7) hour day.

E. 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 three (3) hours at the rate of one and one-half (1 1/2) times his regular hourly wage on weekdays and Saturdays and at two (2) times his regular hourly wage on Sundays.

F. Paychecks shall be issued on the 15th and last day of the month. When either of the 15th or last day of the month fall on a weekend or holiday employees will receive their paychecks on the last workday immediately preceding the weekend or holiday.

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

H. 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 (1 1/2) times the employee's regularly hourly wage.

I. A third shift will be created at the High School and only at the high school unless the parties agree to create third shifts at other schools. Employees shall be assigned to the third shift in the manner other positions are filled pursuant to this contract.

1. As part of the creation of the third shift for the purpose of cleaning floors at the High School, Main Campus; however, if an event is scheduled at the high school which concludes after 10:00 p.m., the employee working on the third shift may be assigned additional duties to clean up after the event.

2. The individual in charge of that shift will be given the job title of Custodian Engineer Grade 2 and paid pursuant to that salary guide. If an individual move from a position other than Custodian Engineer Grade 2 to be placed in charge of the third shift, the individual will move from his/her current step on the salary guide for his/her current title to the step on the Custodian Engineer Grade 2 salary guide determined pursuant to Article VIII, Promotions, Section D.

3. Five Custodians/Groundskeepers positions on the third shift at the high school and paid pursuant to the Custodian/Groundskeeper salary guide. In

addition those individuals shall receive a fifty (.50) cent per hour shift differential which will be added to their base salary, and shall become part of their regular compensation for as long as they work on the third shift.

J. Cleaner-lights, both full and part-time, heavy cleaners, or any other employee who is not required to have a Fireman's license as part of their job qualifications, who obtains their Fireman's license, shall receive an annual stipend of three hundred dollars (\$300.00) added to their pay, until such time that the employee is permanently promoted to a position which requires the Fireman's license.

K. The Custodian/Groundskeeper job title is a job title for salary purposes. Time spent performing the duties of either Custodian or Groundskeeper shall be counted as creditable service for advancement through the steps of the salary guide, including where applicable the 7/10 provision of Article VII, Section C.

L. The Custodian Engineer/Grade 1 job title is included within the Salary Guide column for the Fireman High Pressure in Charge and the Custodian Engineer/Grade 2. However, it is understood that the Custodian Engineer/Grade 1 shall receive a \$3,000 stipend above the salary that he/she would receive on that Guide. This stipend shall be included as part of the employee's regular compensation, and paid as part of their regular pay checks during the period of time that an individual holds that title.

M. The Custodian/Groundskeeper who are in charge of one (1) of the buildings in the High School Complex are to receive an additional one-thousand dollars (\$1,000) annual stipend to be added to their base salary and paid as part of their regular compensation as long as they are in charge of one (1) of the buildings at the High School Complex.

N. Whenever an employee is entitled to pay increase (such as an increase associated with a promotion, step movement or other similar salary increase), or a salary bonus (such as perfect attendance), the Board shall make every reasonable effort to have that salary adjustment implemented in the employee's paycheck within forty-five (45) days of its effective date.

ARTICLE XVI SHIFTS

A. The Board shall have the right to create a second shift. The purpose of the creation of this second shift shall be to facilitate keeping schools open for after-school activities, to permit the schools to be used for other educational and community purposes, and to facilitate the cleaning of schools during non-school hours.

B. On or before July 1st of each school year, the Board shall provide the Association with a list of those schools which will have a second shift for the ensuing school year. No school which has not been identified on the said list shall have a second shift during that year.

C. In any school in which a second shift is instituted, the full-time employees working the second shift shall work a thirty-five (35) hour week and a seven (7) consecutive hour work day exclusive of a half hour (1/2) lunch period. The seven hour day shall be worked between the hours of 2:30 pm to 10:00 pm, unless the employee working the second shift, the head custodian assigned to that school, the Executive Administrator of Buildings and Grounds, and the principal of that school all agree to a different hourly schedule for that second shift employee.

D. It is the understanding of both parties that the Board has a goal of eliminating the position of part-time cleaner lights through attrition. No one will lose their job as a result of the 2nd and 3rd shifts.

E. The hours and shift assignments of employees shall be established annually; and the employees shall receive notice of their assignment by July 1st of each year, and that assignment and hours will not be changed, without the mutual consent of the employee and the Executive Administrator of Buildings and Grounds, during the course of that school year, except in the case of an emergency. No notice need be given to those employees who do not have a change in their hours and/or shift assignment for the employees who do not have a change in their hours and/or shift assignment for the ensuing school year.

F. The hours of part-time custodial employees may be scheduled between 6:30 am and 8:00 pm according to the building needs. However, the specific hours shall be established in the manner set forth in paragraph E above.

G. Notice of all vacancies in full-time positions, including those vacancies created by the institution of a second shift shall be posted in the manner set forth in Article VIII, Section A.

H. Current part-time employees, assuming they have the requisite qualifications, shall be given priority for any full-time positions, including second shift positions, before any employee is hired from outside the District. If a part-time employee is hired for a full-time position, that employee will retain all seniority rights in their new position.

I. The Board agrees to pay the tuition and costs of the required manual for any full-time employee who desires to obtain their fireman/boiler operator license. The annual allotment for tuition reimbursement for the firemen/boiler operator license shall not exceed \$30,000 per year. If an employee who has had his/her tuition and cost of books paid by the Board does not successfully pass the course, the Board will obtain reimbursement for the cost of tuition and books by withdrawing those monies from the employee's paycheck.

J. Assignment, transfer or reassignment to the second shift will be based on seniority rights. Volunteers will be solicited before any employee is involuntarily assigned to the second shift. If insufficient qualified employees volunteer, then the Executive Administrator of Buildings and Grounds may assign employees. The method

of assignment shall be a joint committee which will be created with equal representation from the Board and the Association. The purpose of this committee shall be to review and develop a method of selection for second shift employees and to review on an ongoing basis the implementation of the second shift. After full implementation of the 2nd shift, the committee will be discontinued but not before the expiration of this contract. This implementation should be carried out in a manner consistent with site-based management.

ARTICLE XVII BUILDING OPENING ON A PERMIT BASIS

A. 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 the purpose of repair or renovation as approved by the Executive Administrator of Buildings and Grounds. This provision shall not apply to Administration Building openings other than for Board meetings open to the general public.

ARTICLE XVIII LONGEVITY

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

Ten (10) years	\$750*
Fifteen (15) years	\$500
Twenty (20) years	\$800
Twenty-five (25) years	\$800
Thirty (30) years	\$800
Thirty-five (35) years	\$600

* Retroactive to July 1, 2012 for all employees who qualify for such longevity increment.

In determining the total years of service for longevity, the time shall commence with the date of hire as a Trenton Board of Education employee.

Employees acquiring the above year of service shall be entitled to the longevity benefits, at the anniversary date only.

Employees hired after July 1, 2012 shall not be entitled to any longevity pay.

ARTICLE XIX TEMPORARY ASSIGNMENTS

A. Any employee temporarily assigned for more than five (5) consecutive work days as custodian in charge of the building shall be paid for that period at this 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 reassignment. In the

latter case, the reassigned custodian shall be paid for the period of the reassignment 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 Executive Administrator of Buildings and Grounds, shall notify in writing the affected person of his temporary assignment and shall establish, at the same time, his authority to carry out the duties of the position.

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 XX 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 Central Administration, Building Principal or Executive Administrator for Buildings and Grounds, that effects the custodians in any way, shall be addressed directly to the head custodian of each building.

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

ARTICLE XXI ONE-PERSON BUILDING

Custodians in charge of a one-per person 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 regulations.

ARTICLE XXII 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 and OSHA approved first aid kit. Supplies for such kits shall be replenished as used and inspected on a monthly basis.

ARTICLE XXIII CLEANER LIGHT/PART-TIME

1. A committee will be formed by the parties to study the transition of part-time cleaners to full-time positions and to fill assistant custodian positions for the 1997-98 school year. The committee will consist of Vincent Pucciatti, President of the Association and Everett Collins, Director of Buildings and Grounds on behalf of the Board and such other members as the parties may agree.

2. Part-time cleaners will be encouraged to apply for full-time assistant custodian positions as vacancies in custodian positions may occur. However, no part-time cleaner will lose his/her part-time position if they do not apply for full-time position. Assistant Custodian positions will be filled consistent with the procedure in this contract for posting, interviews, etc.

3. Up to twelve (12) of the current Cleaner Light/Part-time positions will be converted to Cleaner-Light/Full-time positions. Such positions will be offered to current employees holding the Cleaner-Light/Part-time title. An individual moving from the Cleaner Light/Part-time position to the Cleaner Light/Full-time position will be placed at the 10th step (maximum) of the Cleaner Light/Full-time guide. No employee currently holding a Cleaner-Light/Part-time position will lose employment as a result of the conversion of Cleaner Light/Part-time positions to Cleaner Light/Full time positions. The Board, in its discretion, may create more than twelve (12) Cleaner Light/Full-time positions; however, any such positions must be offered first to current Cleaner Light/Part-time employees. Any Cleaner Light/Part-time employee moving to a Cleaner Light/Full-time position will not have to serve a probationary period.

4. Part-time employees selected for Assistant Custodians positions shall have two (2) years to pass the test for fireman's (boiler) license from the time they became Assistant Custodian. The Board will pay the full cost of the employees training and examination fees to take the test a required maximum of two (2) times each year. If the employee does not pass the test in the first year the employee's salary shall be frozen for the next year (no increment) until such time as the employee passes the test. The employee who does not pass, shall also be required to take the test at least twice in the second year. If the employee does not pass the test by the end of the two (2) years from the time the employee became an Assistant Custodian the employee will be transferred to a full-time cleaner position at the salary closest to the salary the employee was earning as an Assistant Custodian, but not less than that salary. No employee who complies with this provision will lose his/her employment with the Board if they do not pass the test within the two (2) year period. In addition the Board shall pay for up to 5 cleaners heavies and 1 full-time cleaner light for training and to take the license examination one time each year.

ARTICLE XXIV 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:

1. To direct employees of the school district.
2. 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.
3. To relieve employees from duty because of lack of work or for other legitimate reasons.
4. To maintain efficiency of the school district operations entrusted to them.
5. To determine methods, means and personnel by which such operations are to be conducted.
6. To establish reasonable work rules, and
7. 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 limitations, 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 the United States.

ARTICLE XXV MISCELLANEOUS

A. If the Board requires an employee to wear a uniform including special shoes, the Board shall provide the uniform at the Board expense. The Board agrees to give the Association the opportunity to have prior input prior to implementation. The Board shall be responsible for cleaning and maintaining uniforms.

B. All new employees shall be given a manual, by the Executive Director of 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 employee is held contrary to law when 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, 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 once 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 facsimile or registered letter.

ARTICLE XXVI PERFECT ATTENDANCE AWARD

Any employee who has perfect attendance in any school year (defined as July 1 through June 30th) shall receive a payment of seven hundred dollars (\$700.00) no later than July 31st immediately following the year in which he/she earned the award.

ARTICLE XXVII DISCIPLINE PROCEDURES

A. All newly hired employees shall have a ninety (90) day probationary period.

B (1). Dismissal and Discipline Procedure

For any action that does not call for immediate dismissal the following will be the procedure:

- (a) 1st Offense – Written warning with written notification to the Association.
- (b) 2nd Offense – Administrative suspension up to five (5) days without pay with notification to the Association with a copy to the employee's personnel file.

(c) 3rd Offense – May be an administrative recommendation of increment withholding to the Board with notification to the Association with copy to employee's personnel file.

(d) 4th Offense – May be an administrative recommendation of dismissal of the Board with notification to the Association with copy to employee's personnel file.

All disciplinary matters are subject to the Grievance Procedure should be included as a separate Section C set forth in:

B(2) (a) The procedure outlined above shall apply to separate categories of offenses per year. However, if the matter involves an allegation of criminal activity or affects the health, safety or welfare of student(s) or another employee(s), it shall proceed immediately to the procedure set forth for the 3rd or 4th offense, as set forth in paragraph B(1)(c) or (d), above, at the discretion of the Executive Director of Buildings and Grounds.

(b) Such matters involving allegations of criminal activity or which effect the health, safety and welfare of students or other employee(s), shall include, but are not limited to the following: possession, use or distribution of controlled dangerous substance; child molestation; incidents involving alcohol, fighting (physical altercations) stealing, falsification of reports/timesheets/etc., which occur either at worksite or during the work day.

B(3). Notwithstanding that generally speaking a determination as to whether an offense is a 1st, 2nd, etc. offense applies to incidents involving similar offense in a prior school year when determining what level of disciplinary action to take, as set forth in paragraph B(1) above.

C(1). All disciplinary matters are subject to the grievance procedure set forth in Article III of this contract, including binding arbitration. However, if any employee has acquired tenure, any reduction in salary or dismissal shall be done in accordance with tenure procedures set forth in the Education Law, instead of binding arbitration.

C(2). Any appeal from the imposition of discipline for the first or second offense as set forth in B(1)(a) or (b) of this Article shall commence at Level 2 of the grievance procedure set forth in Article III of this contract. Any challenge to a recommendation of discipline as a 3rd or 4th offense as set forth in B(1)(c) or (d) of this Article shall commence at the Board of Education level as set forth in Level 3 of the grievance procedure in Article III of this contract, except that if an employee has acquired tenure, any reduction in salary or dismissal shall be done in accordance with the tenure procedures set forth in Education Law.

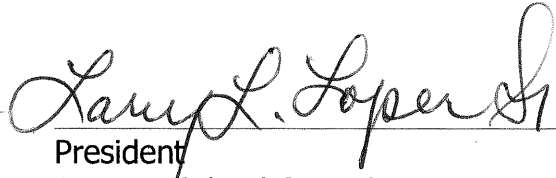
ARTICLE XXVIII

DURATION

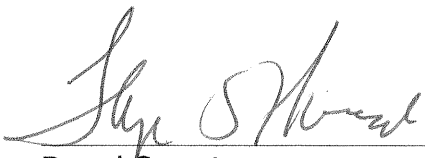
This Agreement shall be effective as of **July 1, 2012** and shall continue in effect until **June 30, 2015**, subject to the Association's right to negotiate in accordance with *N.J.S.A. 34:13A-1, et seq.*, and as provided in Article II herein.

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 attended by their respective secretaries or negotiations chairperson and cause their seals to be placed herein, on this _____ day of _____, **2012**.

	
President Board of Education of The City of Trenton	President Trenton School Custodians Association

ATTEST:

	
Board Secretary	Negotiations Chairperson

Appendix A

2012-2013 SALARY GUIDE AMOUNT BY STEP**

	Fireman High Pressure in Charge of Custodian Engineer Gr. 1 * and 2	Fireman High Pressure in Charge of Custodian Engineer Gr. 3	Head Custodian	Custodian Grounds- Keeper	Cleaner Heavy	Cleaner Light Full- Time	Cleaner Light Part- Time
Steps							
1	782	772	767	668	645	623	
2	812	802	797	681	663	643	
3	840	825	817	698	676	658	
4	896	853	835	757	754	698	
5	856	933	853	807	794	741	
6	1,027	999	923	878	835	772	
7	1,115	1,075	999	951	916	820	
8	1,214	1,155	1,075	994	969	850	
9	1,455	1,328	1,258	1,122	1,098	975	446

Custodian Engineer Grade 1 shall receive a \$3,000 stipend above the guide.

For 2012-2013 school year all employees hired before July 1, 2012 shall receive a 2.25% increase of the salary that they earned for the 2011-2012 school year with no step movement, as set forth in the above guide. Individuals hired between July 1, 2012 and December 1, 2012 shall not receive an increase for the 2012-2013 school year.

RETROACTIVE PAYMENT FOR 2012-2013 WILL BE SEPARATE FROM PAYROLL CHECKS IN A LUMP SUM.

Appendix A

2013-2014 SALARY GUIDE AMOUNT BY STEP**

	Fireman High Pressure in Charge of Custodian Engineer Gr. 1* and 2	Fireman High Pressure in Charge of Custodian Engineer Gr. 3	Head Custodian	Custodian Grounds- Keeper	Cleaner Heavy	Cleaner Light Full- Time	Cleaner Light Part- Time
Steps							
1	521	514	511	445	430	415	
2	541	535	531	454	442	429	
3	560	550	545	466	451	439	
4	598	568	557	504	503	466	
5	637	622	568	538	530	494	
6	684	666	615	585	557	514	
7	743	716	666	634	610	546	
8	809	770	716	663	646	567	
9	970	886	839	748	732	650	297

Custodian Engineer Grade 1 shall receive a \$3,000 stipend above the guide.

For 2013-2014 school year all employees hired before December 1, 2012 shall receive a 1.5% increase of the salary that they earned for the 2012-2013 school year with no step movement, as set forth in the above guide.

The amount set forth in the guides will be paid as part of the employee's base salary in equal payments with the employee's payroll checks.

Appendix A

2014-2015 SALARY GUIDE AMOUNT BY STEP**

	Fireman High Pressure in Charge of Custodian Engineer Gr. 1 * and 2	Fireman High Pressure in Charge of Custodian Engineer Gr. 3	Head Custodian	Custodian Grounds- Keeper	Cleaner Heavy	Cleaner Light Full- Time	Cleaner Light Part- Time
Steps							
1	521	514	511	445	430	415	
2	541	535	531	454	442	429	
3	560	550	545	466	451	439	
4	598	568	557	504	503	466	
5	637	622	568	538	530	494	
6	684	666	615	585	557	514	
7	743	716	666	634	610	546	
8	809	770	716	663	646	567	
9	970	886	839	748	732	650	297

Custodian Engineer Grade 1 shall receive a \$3,000 stipend above the guide.

For 2014-2015 school year all employees hired before December 1, 2012 shall receive a 1.5% increase of the salary that they earned for the 2013-2014 school year with no step movement, as set forth in the above guide.

The amount set forth in the guides will be paid as part of the employee's base salary in equal payments with the employee's payroll checks

Appendix B*

2012-2015 SALARY GUIDE FOR CUSTODIAN GROUNDS KEEPERS HIRED AFTER December 1, 2012 (Salary Guide shall remain in effect from December 1, 2012 through June 30, 2015)

Steps	Custodian Grounds Keeper
1	22,000
2	24,500
3	27,500
4	29,697
5	30,259
6	31,044
7	33,625
8	35,869
9	39,011
10	42,266
11	44,173
12	49,886

The Board shall hire thirteen (13) permanent employees for the 2012-2013 school year, seven (7) permanent employees for the 2013-2014 school year, and seven (7) permanent employees for the 2014-2015 school year. Before the Board hires permanent employees in the 2013-2014 and 2014-2015 school year, the Business Administrator shall determine whether it is feasible to hire the agreed to number of permanent employees. If the Business Administrator determines that it is not feasible to hire the agreed to number of permanent employees, the Board agrees to provide at least sixty (60) days written notice to the Association of the basis for its determination and to meet with the Association to negotiate any necessary reduction in the number of employees to be hired in the 2013-2014 and 2014-2015 school year before the permanent employees are hired.

The parties agree that the current number of existing custodian positions staffed by permanent custodians is 103. The additional hires listed in the above paragraph are over and above the 103 existing positions.