

4-3058

BOARD OF EDUCATION
THOMAS W. MITCHELL
SECRETARY-BUSINESS ADMINISTRATOR
9 SOUTH STOCKTON STREET
TRENTON, NEW JERSEY 08611

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT

THIS AGREEMENT, by and between the Board of Education
in the County of Mercer, and The Trenton School Custodians
Association shall commence and be in effect from the first
day of July 1970 until the thirtieth day of June 1971.

No changes or modifications shall be requested or recognized
by either party hereto prior to the expiration of the within
AGREEMENT except as provided in ARTICLE VII, SECTION 1.

Dating agreement

ARTICLE I

WORK WEEK

SECTION 1. The regular work week for full-time custodial employees shall be forty (40) hours. The work day shall be eight (8) consecutive hours exclusive of lunch hours.

SECTION 2. The regular work week for part-time custodial employees shall be twenty (20) hours. The work day shall consist of four (4) hours.

ARTICLE II

SALARY SCHEDULE

SECTION 1. The following salary schedule, indicating the minima, maxima and one and one-half increments shall become effective July 1, 1970 for all permanent employees:

<u>Classification</u>	<u>Minimum</u>	<u>Maximum</u>	<u>Increment</u>
Custodian Engineer, Grade 1	\$8,850	\$10,290	\$360
Custodian Engineer, Grade 2	7,650	9,010	340
Custodian Engineer, Grade 3	7,200	8,480	320
Fireman High Pressure, In-Charge	6,650	7,850	300
Head Custodian	6,650	7,850	300
Fireman High Pressure, Regular	6,475	7,635	290
Custodian, Grade 1	5,800	6,840	260
Custodian, Grade 2	5,625	6,625	250
Assistant Custodian	5,400	6,360	240
Watchman	5,400	6,360	240
Cleaner, Heavy	5,175	6,095	230
Cleaner, Light, Full-time	4,700	5,500	200
Cleaner, Light, Part-time	2,350	2,750	100

SECTION 2. Rate of pay for custodial overtime shall be paid according to the following schedule:

General Overtime Duties

(based on individual's yearly salary)

- Weekdays - Time and one-half hourly rate
- Saturdays - Time and one-half hourly rate
- Sundays - Double-time hourly rate
- Holidays - Straight-time hourly rate

Permit School Openings

- Weekdays - \$3.50 per hour
- Saturdays - \$5.25 per hour (1½ times above rate)
- Sundays and Holidays - Double-time hourly rate based on individual's yearly salary

Substitute Night-Watch Duty

- Weekdays - \$3.50 per hour

ARTICLE III

BENEFITS

SECTION 1. Employees enumerated in the above salary schedule shall be entitled to the following benefits:

- A. Membership in a pension fund administered by the State of New Jersey and all extended privileges to which they are entitled by virtue of their membership in the Fund.
- B. Annual vacation leave with pay according to the following schedule:

<u>Period of Service</u>	<u>Vacation Days</u>
To and including 7th month	1 day per month
7 months to and including 8th year	12 days
9th year to and including 15th year	15 days
After 15th year of service	20 days

Probationary employees shall be granted a vacation leave.

For the reasons of pressure of business or a specific need of the Board of Education the Assistant Secretary, 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. In determining all vacation leave, the years of service of such employee prior and subsequent to the adoption of this agreement shall be used.

No vacation allowance will be granted to employees who resign from their positions before the end of the school year. However, vacation allowance will be granted those whose retirement is effective before the end of the school year providing they have worked seven months out of the twelve.

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

Twenty (20) years	\$400
Twenty-five (25) years	\$400
Thirty (30) years	\$200
Thirty-five (35) years	\$200

In determining the total years service for longevity, the time shall commence with the first date of employment, providing employment was continuous. Employees acquiring the above years of service prior to February 1 of the next school year shall be entitled to the above increment.

- D. An employee of the Board of Education must retire by the first of the month preceding his ^{at} 70th birthday (New Jersey Statutes 18A: 66-43).

Under the provisions of Chapter 263 PL 1955 the Board of Education will provide for retirement and pension of certain employees not covered by the Teachers' Pension and Annuity Fund or the Public Employees Retirement System.

- E. Eighteen (18) days sick leave per year with full pay. All permanent and probationary employees shall be permitted unlimited accumulation of all unused allowable sick days.

When illness exceeds (5) five successive school days a physician's certificate covering the period of absence must be filed with the Assistant Secretary, Buildings and Grounds. Sick leave is hereby defined to mean the absence from duty of any permanent or probationary employee because of personal disability due to illness or injury or on account of being quarantined due to the presence of a contagious disease in the immediate household.

- F. A total of fourteen (14) paid holidays, mutually agreeable to the administration and The Trenton School Custodians Association, shall be allowed to all permanent and probationary employees in accordance with the yearly school calendar.
- G. Foul weather clothing shall be supplied by the Board of Education.
- H. The second and third shift high pressure boiler fireman shall be paid a differential of ten cents (10¢) per hour over his regular hourly rate.
- I. Five (5) days with full pay for death in the immediate family. Immediate family shall be understood to include: wife, husband, father, mother, child, brother, sister, or other relative living in the same household.
- J. Up to a total of three (3) days per year shall be allowed for illness in the immediate family. Immediate family shall be understood to include: wife, husband, father, mother, child, brother, sister or other relative living in the same household.

- K. With the approval of the Assistant Secretary, Buildings and Grounds an employee shall be allowed an absence of one day with no loss of pay for the death of others.
- L. 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 Assistant Secretary, Buildings and Grounds.
- M. One (1) day shall be allowed with no loss of pay for marriage of employee or for marriage in immediate family.
- N. Absence by reason of subpoena shall result in no deduction from salary provided the subpoena is filed with the Secretary-Business Administrator, except where the employee is a party to the suit in which case full deduction shall be made.
- O. Employees subpoenaed for jury duty shall receive full pay less fee received for such service.
- P. Leave of absence, with loss of pay, may be granted by the Board of Education for a period of six (6) months, after which another request for a leave period of six (6) months may be made. After one (1) year an appraisal shall be made by the Assistant Secretary, Buildings and Grounds before any further extension is granted.
- Q. Employees returning to work after an authorized leave of absence shall be returned to the same or similar position held at the time leave was granted.

R. Maternity leave for an expectant mother who wishes to continue in the service of the Board of Education. A request for a leave of absence, without pay, to become effective at least five (5) months prior to the birth of the child and to terminate on the first of September following the first anniversary of the birth of the child shall be submitted.

Upon recommendation of the Assistant Secretary, Buildings and Grounds and the approval of the Chief Medical Inspector, the Board of Education may permit personnel to leave at a later date or return at an earlier date than provided herewith.

S. The Board of Education shall pay the premium (employee only) for medical benefits covered under the New Jersey Blue Cross Hospital Service Plan and the New Jersey Blue Shield Medical-Surgical Plan.

The Board of Education shall pay the premium (family coverage) for Rider J and Major-Medical insurance coverage effective July 1, 1969. A substantially equivalent plan may be substituted, provided that such plan shall be mutually agreeable to the Board and the Association.

The Board of Education shall make deductions from the salary of each custodian covered by the New Jersey Blue Cross Hospital Service Plan and the New Jersey Blue Shield Medical-Surgical

Plan, who requests that such deductions be made, for the purpose of payment of family coverage or its equivalent as agreed upon.

T. Workmen's compensation benefits as provided by statute and as covered by Workmen's Compensation Insurance for an employee who is absent because of injury by accident arising out of and in the course of his employment, compensable under the Workmen's Compensation Act of New Jersey. In addition, such employees shall be entitled to the difference between the weekly workmen's compensation rate and the amount of his salary on account of temporary disability, as defined by the Workmen's Compensation Act for a period not to exceed sixty (60) days for each accident.

ARTICLE IV

PROMOTIONS

SECTION 1. All promotions shall be filled from the list of appointed members of the custodial staff.

Vacancies occurring in position above the custodial assistant classification shall be filled by the promotion of custodians from the next lower classification or a lateral move within the classification. A lateral move within the same classification shall have preference.

SECTION 2. Notice of all vacancies within the negotiating unit shall be prepared and sent out to all work locations by the Office of the Assistant Secretary, Buildings and Grounds. Such notices shall be posted on the official custodial bulletin board at least ten (10) working days before the closing date for application.

Eligible custodians who desire to apply for the advertised position shall submit his application to the Assistant Secretary, Buildings and Grounds within the time specified.

SECTION 3. Selections for the promoted position shall be made by the Assistant Secretary, Buildings and Grounds, based on ability and seniority of the applicants, subject to the approval of the Board of Education.

If there are no applicants for a promotional position, the Assistant Secretary, Buildings and Grounds shall select the best qualified custodian from a lower classification to fill the position.

SECTION 4. Upon appointment by the Board of Education the successful applicant shall be notified of his promotion by the Assistant Secretary, Buildings and Grounds stating the effective date and salary of his new position. A notice shall be sent to all work locations naming the successful applicant.

SECTION 5. The rate of compensation of promoted employees shall be fixed by the Board, which compensation shall be based upon the years of service as a custodial employee and in accordance with the salary schedule included in this agreement.

In determining the beginning rate of compensation of the promoted employee he shall be given a promotional increment of one-half the difference between his position on his old guide and one step below the same position on his new guide. The other half of this difference shall be paid the following year, except that no promoted employee shall receive less than a normal increment for his classification provided it does not exceed the maximum set forth on his scale.

ARTICLE V

NEGOTIATION AND GRIEVANCE

SECTION 1. Right to organize.

The Board of Education recognizes the right of any employee group to organize or become members of any organization of their own choosing without coercion or discrimination on the part of the Board or any of its employees. The Board will recognize, for purposes of adjusting grievances or conditions, any group or groups that represent members of such a group.

SECTION 2. Procedure for Negotiation or Grievance.

Any communication, proposal, or grievance from any employee or employee group should be presented in writing and in conference with the appropriate head of the department involved and with the Superintendent of Schools.

Any employee or employee group retains the right to appeal to the Board of Education.

Any appellant retains the right of representation.

ARTICLE VI

DUES DEDUCTIONS

SECTION 1. Dues deductions shall be made by the Board of Education from salaries of custodians for the Trenton School Custodians Association. Such deductions shall be made in compliance with Chapter 310 of the Laws of 1967 (N.J.S.A. 52-14-15 .9E) and under rules established by the State Department of Education. Said monies shall be transmitted promptly by the 15th of each month to the treasurer of the Association.

ARTICLE VII

AGREEMENT

SECTION 1. The Trenton Board of Education or The Trenton School Custodians Association, if desiring changes in this agreement, must notify the other party on or before December 1 of any year, said changes, if agreed upon, shall become effective on July 1 of the following year. However, changes may be made at any time by mutual consent.

ARTICLE VIII

COMMUNICATIONS

SECTION 1. The principal shall notify the head custodian, directly, of all schedule or activity changes that may necessitate changes in custodial work or assignments. Notification shall be given at the earliest possible time.

SECTION 2. Directives, communications, bulletins, etc. originating from either the Board of Education or the central office that effect the custodians shall be addressed directly to the head custodian of each building and placed in a mailbox designated for the custodian in the main office.

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Thomas W. Mitchell

Secretary

THE TRENTON SCHOOL CUSTODIANS ASSOCIATION

Isaac Hutchins

President

Harry Hutchins

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