

AGREEMENT
BETWEEN
NEWTON BOARD OF EDUCATION
AND
NEWTON CUSTODIAL ASSOCIATION
JULY 1, 2009 TO JUNE 30, 2011

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THIS AGREEMENT, made this 26th day of May, 2009, by and between The Board of Education of the Town of Newton, in the County of Sussex, hereinafter referred to as "the Board of Education" or "the Board", party of the first part, and The Newton Custodial Association, hereinafter referred to as "the NCA" or "the Association", party of the second part.

WITNESSETH, that in consideration of the mutual covenants and agreements herein contained, it is covenanted and agreed between the parties as follows:

ARTICLE I

RECOGNITION

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all custodial personnel with the exception of the following:

Head Groundskeeper
Maintenance Workers
Bus Drivers
Part-time Custodians

- B. Unless otherwise indicated, the term "custodians" when used hereinafter in this Agreement, shall refer to all custodians represented by the Association in the negotiations unit as defined above, and reference to male custodians shall include female custodians.
- C. All other custodians employed by the Board not specifically enumerated above are included in the negotiations.

ARTICLE II

NEGOTIATION PROCEDURE

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws of 1974. The parties further agree to make every reasonable effort to begin preliminary discussions concerning negotiations procedures sometime during the month of October of the calendar year preceding the calendar year in which this Agreement expires. On or about November 15, the Board will receive the proposals of the Association and substantive negotiations will begin at a mutually agreeable date.
- B. Any agreements so negotiated shall apply to all custodians, be reduced to writing, be adopted and signed by the Board and the Association. Any such agreement is subject to ratification by the parties.

ARTICLE III

GRIEVANCE PROCEDURE

A. Informal Step

An employee with a grievance shall first discuss it with his/her administrator, either directly or with the Association's designated representative with the objective of resolving the matter informally. If the aggrieved person is not satisfied with the disposition of his/her grievance at the informal step, or if no decision has been reached within five (5) calendar days after the presentation of the informal grievance, he/she may file a formal grievance in writing within five (5) calendar days after the decision has been rendered or if no action has been taken.

B. Definitions of Grievance

A "grievance" is a written claim based upon an event or condition which deleteriously affects the welfare and/or terms and conditions of employment of a custodian or a group of custodians and/or the interpretation, meaning, or application of any of the provisions of this Agreement. Such a written claim may be filed by a custodian, group of custodians, or the Association on behalf of and at the request of a custodian or group of custodians. A "grievance" is also a written claim by the Board based upon any dispute with the Association, including a dispute with respect to the interpretation, meaning or application of any of the provisions of this Agreement.

C. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable resolution of grievances which may from time to time arise. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure. Failure to file a grievance within 30 calendar days from the time they knew or should have know of the grievance shall be deemed a waiver of same and not be processed as a grievance. Pending complete resolution of a grievance, all work rules being disputed will continue to be observed.

D. Procedures - Employee Grievance

1. Within thirty (30) calendar days after the occurrence of an event from which a grievance arises, the grievance shall be submitted in writing to the immediate superior of the affected custodian(s).
2. If the matter is not satisfactorily resolved at level one within ten (10) calendar days, the grievance shall be submitted in writing to the Vice Principal or Principal as appropriate, who shall respond in writing within ten (10) calendar days.
3. If the matter is not satisfactorily resolved at level two, the decision of the Vice Principal or Principal may be appealed to the Superintendent of Schools. Such appeal shall be in writing, and shall be submitted within ten (10) calendar days after receipt of the decision of the Vice Principal or Principal. The Superintendent shall respond in writing within ten (10) calendar days after receipt of the appeal, and shall submit a copy of such response to the Association.
4. If the matter is not satisfactorily resolved at level three, and if the Association determines that further proceedings are necessary and advisable, the decision of the Superintendent may be appealed by the Association to the Board. The Association shall submit such appeal in writing to the Board within fifteen (15) calendar days after receipt of the Superintendent's decision. The Board shall render a written decision on any such appeal within fifteen (15) work days after receipt of the appeal.

5. If the matter is not satisfactorily resolved at level four, the Board's decision may be submitted to advisory arbitration. The Association shall notify the Board, in writing, of the submission to arbitration within fifteen (15) calendar days after receipt of the Board's decision.
6. The grievance, if not resolved by timely resort to the foregoing procedure, shall be subject to arbitration initiated and conducted under the rules of the Public Employment Relations Commission.
7. The arbitrator so selected shall confer with the representatives of the Board and the representatives of the Association and hold hearings promptly and shall issue his decision not later than thirty (30) calendar days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which is violative of the terms of the Agreement. The decision of the arbitrator shall be submitted to the Board and the Association. The scope of arbitration is limited to violation of the specific provisions of the Agreement.
8. The costs for the services of the arbitrator, including per diem expenses, if any, 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 expenses incurred shall be paid by the party incurring same.

E. Procedures - Board Grievances

Grievances initiated by the Board shall be submitted directly to the Association, in writing, within twenty (20) work days after their occurrence. The Association shall respond in writing within fifteen (15) days after receipt of the grievance. If the matter is not thereby satisfactorily resolved, the Board may submit the matter to advisory arbitration. The Board shall notify the Association, in writing, of the submission to arbitration with five (5) work days after receipt of the Association's response. Thereafter the matter shall proceed to arbitration as provided for in paragraphs D.6., D.7., D.8. above.

F. Miscellaneous

1. In presenting his/her grievance, the custodian shall be assured freedom from prejudicial action.
2. Prior to each appeal, the custodian shall inform in writing the authority who last rendered a decision that he/she intends to appeal to the next higher authority.
3. Any aggrieved person may be present at all stages of the grievance procedure or be represented by representatives selected or approved by the Association. When a custodian on the membership list of the NCA is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.
4. If, in the judgment of the representatives of the Association, a grievance affects a group or class of custodians, the representatives of the Association may submit such grievance in writing to the Superintendent of Schools directly.
5. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

6. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the Superintendent of Schools and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

ARTICLE IV

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time, all information prepared for and/or available to the public, and such other public information that shall assist the Association in developing programs on behalf of the custodians.
- B. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times, in accordance with existing Board policies, provided that this shall not interfere with or interrupt normal school operations.

ARTICLE V

EMPLOYEE RIGHTS

- A. Just Cause

No employee shall be disciplined, reprimanded or reduced in rank or compensation without just cause. This provisions does not apply to the renewal of non-tenured contracts.

- B. Seniority

In the event of a reduction in force (RIF), employees who have been renewed for the following year shall be laid off in reverse order of seniority, i.e. least seniority is laid off before greater seniority. Seniority may only be exercised in the category of employment in which the employee is employed just prior to the RIF (either "custodian" or "head custodian"). Seniority is earned in either category of custodian, and can be added together from both categories if the employee has worked in both categories.

If positions which were eliminated in a RIF are restored at a later date, employees who lost their jobs due to the RIF shall be recalled in order of their seniority at the time of the RIF, i.e. most seniority is recalled first. Recall rights shall last for 720 calendar days after the last calendar date of employment. Failure to report to work within ten (10) calendar days of notice of being recalled will constitute a waiver of any right to recall at any future time.

ARTICLE VI

SALARIES

A. The salaries of all full-time custodians covered by this Agreement are set forth in the guides which are attached hereto and made a part hereof.

B. Exclusions

The provisions of this guide shall not apply to persons employed as substitutes for custodians nor persons employed on a temporary or annual basis to fill vacant positions, or on a part-time basis. Such temporary non-contract custodians shall be paid such salary as the Board shall determine.

C. Salary Guide Credit

1. Personnel claiming credit for experience in other related situations, or military service will be required to produce proof of the validity of such claims, and no salary credit is to be given in the absence of such validity. Credit for military service shall be equal to the time served, but not for more than four (4) years. Credit for related experience shall be equal to the time served, or less, as the Board of Education shall determine upon the recommendation of the Superintendent of Schools.
2. After ten (10) years of employment in the Newton School District as an employee, a custodian will be eligible for salary increments for longevity based upon the chart noted herein:

After 10 years	\$ 500.
After 15 years	1,000.
After 20 years	1,500.
After 25 years	2,000.

D. Salary Checks

Custodians of the Newton Public Schools will be paid on the fifteenth and thirtieth day of each month, July through June, except for those custodians designated as ten (10) month custodians, who will be paid from September through June. In certain special cases other arrangements may be approved by the Superintendent of Schools.

E. Overtime

Overtime, that is anything over forty (40) hours per week for custodians, shall be paid in accordance with prevailing law, or at the custodian's contracted rate times one and one-half (1-1/2), whichever is higher. Such forty (40) hours of employment shall weekly commence at 12:01 a.m. Monday morning and terminate at 11:59 p.m. the following Friday. However, it is agreed that assignment of a 40 hour work week to include Saturday may be made to one (1) person employed after July 1, 1997 and one (1) additional person employed after July 1, 2000. Persons employed prior to July 1, 1997 may volunteer for such assignment.

Calculation of the custodial forty (40) hour work week shall include legal holidays, personal illness days (with pay), court ordered absences (with pay), but shall not include days absent (with or without pay) because of marriage, quarantine, personal business or vacation. No custodian will be denied the opportunity to accumulate overtime hours when absent (with pay) because of marriage, quarantine, personal business or vacation if the building principal finds it impossible to obtain available custodial staff to work. Saturday employment will be paid for at one and one-half (1 1/2) times the custodian's contracted rate of pay except for a custodian on the Tuesday to Saturday schedule. Sunday and employment on a scheduled holiday will be paid for at two (2) times the custodian's contracted rate, and will be calculated as inclusive of the aforementioned forty (40) hour work week. When custodians are required to return to work to respond to emergencies such as burglar and fire alarms occurring when no custodian is on duty, overtime wages shall be paid at the custodian's hourly rate doubled. When custodians are called back to work or assigned work not contiguous with their regular work day, the custodian will be guaranteed two (2) hours pay at the overtime rate of pay. This shall not apply when custodians are called back to emergencies such as burglar or fire alarms, which will continue to be compensated per the existing contract.

Each head custodian will establish a schedule for any overtime required in the building for which he has responsibility. Custodians will be assigned to such overtime as will be required, on a rotating basis, within the building to which they are assigned. Any custodian may exchange or trade such assignment with any other custodian employed by the Newton Board of Education. Notice of any such change, trade or substitution will be made known to the head custodian. Custodians may be work overtime in buildings other than that to which they are assigned; effort should be made to follow the overtime schedule.

Calculation of the custodial hourly and per diem rate of pay shall be based upon 240 work days for a twelve (12) month custodian and 183 work days for a ten (10) month custodian.

F. Probation

All full-time custodians shall be employed on a fiscal year basis, July 1 to June 30th, with a three (3) month probationary period. The Board of Education shall be notified as to the results of the probationary period. A custodian successfully completing the probationary period shall be given a one-time stipend of \$100. The probationary employee shall be notified in writing two (2) weeks prior to the end of the probationary period as to whether or not employment shall continue. During the probationary period, the employee may be terminated immediately upon the recommendation of the building principal.

G. Separation

All custodians who are to be separated from their positions shall be given a thirty (30) day advance notice in writing. All custodians who contemplate leaving the school system shall give thirty (30) days advance notice in writing. Notices from custodians shall be addressed to the principal, with a copy to the Superintendent of Schools. Notices to custodians shall be from the Superintendent, with an informal discussion with the principal at the request of the employee.

H. Snow Removal or Emergency Closing

1. If there is a delayed opening or early closing all custodians shall receive one and one-half (1 1/2) times their regular rate for the time spent on snow/ice removal, providing they complete that eight (8) hour day.
2. If custodians work on days when school is closed due to inclement weather, custodians shall receive their rate of pay plus one personal day (to a maximum of four per year beginning July 1,

2006 and will increase to 5 per year in 2008-2009) for each day they work . If unused by the end of the year, the personal days may be transferred to accumulated sick days. (Amount of these personal days, when added to accumulated sick days, may not exceed fifteen per year). If custodians do not come to work on such days, they must take a paid leave day such as personal leave or vacation.

I. Licensing

Custodians shall be licensed as low pressure boiler operators. New custodial employees shall obtain licenses no later than during the second year of employment. Custodians who do not hold licenses will not be rehired after the second year. Custodians who have yet to obtain their boiler license will not be held responsible for problems with the heating system. The Board will assume the cost of the boiler license class and the textbook associated with the class. If a custodian fails to pass the examination after two attempts, he/she will assume the cost of the class and text. The Board will assume the cost of applying for and/or renewing the boiler license of all full-time custodians; however, no fees associated with late filing or renewals will be paid by the Board. A custodian who has successfully completed the boiler license course and test will be given a stipend of \$400 in 2006-2007, \$450 in 2007-2008, \$500 in 2008-2009 and 2009-2010, \$550 in 2011, half payable on July 15th and the remaining half on January 15th of each year. This does not apply to part-time custodians.

J. Travel

Such travel as may be required by custodians in the normal pursuit and discharge of their employment responsibility shall be reimbursed at the prevailing rate paid other employees of the District.

- K. If the head custodian cannot get a substitute custodian, resulting in a night custodian working alone, it will be the responsibility of the head custodian to notify the head custodian at one of the other schools as well as the principal or designee. That head custodian will make arrangements for one of his night custodians to call the custodian working alone at least twice (2) during the night at pre-set times at 7:00 p.m. and 10:50 p.m. If for any reason a custodian working alone cannot be reached, the custodian working at the other site will go to that building and assure his/her safety before going off duty.

When custodians are assigned to the position of night foreman or head custodian, they will be paid the night foreman stipend or the head custodian rate (footnote 2 on the custodian salary guide), effective on the sixth (6th) consecutive day of such assignment.

- L. Christmas Eve – Custodians will be allowed to leave upon completion of garbage removal, clean-up and building closing with the approval of building administrator and Central Office coordination. New Years Eve – Custodians will be allowed to leave as soon as building closing can be completed, with the approval of building administrator and Central Office coordination.

ARTICLE VII
TEMPORARY LEAVES OF ABSENCE

A. Personal Illness

1. Absences for this cause shall be allowed and shall include pay not exceeding twelve (12) working days for 12-month custodians and ten (10) days for 10-month custodians. The use of sick leave for disability is limited to guidelines established by the Commissioner of Education except in case of a doctor's note certifying additional disability.
2. If less than twelve (12) days for 12-month custodians and ten (10) days for 10-month custodians are taken in any school year, then the number of days not utilized shall be cumulative, beginning from the date of the custodian's current continuous employment by the Board, to be available for additional sick leave in subsequent fiscal years, indefinitely.
3. Absences on sick leave always shall be charged first to the twelve (12) or ten (10) day allowance for the current fiscal year (paragraph 1) until it is fully utilized and thereafter, to the cumulative credit, to the extent that such credit is available.
4. In all absences under this section of five (5) consecutive school days or more, the Superintendent may require that the custodian submit a physician's certificate.

B. Illness in the Family

Where personal presence is required by physician's written directive because of the critical illness of a parent, spouse or child, absence will be allowed:

1. for a period of five (5) days per year, non-cumulative,
and
2. thereafter without pay.

C. Death

1. Absences due to a death in the custodian's immediate family or household, including father-in-law and mother-in-law, shall be allowed with pay, for the required period not exceeding four (4) school days in each such case.
2. Absences due to the death of a grandparent, grandchild, nephew, niece, aunt, uncle, cousin, brother-in-law, sister-in-law, daughter-in-law, or son-in-law, or other relative not living with the immediate family of a custodian will be allowed, with pay, for the day of the funeral.
3. The name and address of the deceased and the relationship of the deceased to the custodian must be made known upon request.

D. Marriage

Absences on account of marriage or to attend weddings of relatives or friends may be allowed upon request, but shall be without pay.

E. Quarantine

Absences due to quarantine on account of a contagious disease, when quarantine is not due to personal illness, shall be allowed, with pay, provided that a certificate from the health officer of the community or a school physician is presented and filed with the Superintendent of Schools.

F. Personal Business

Three (3) personal business days, non-accumulative, shall be granted annually. Except in emergencies, all personal business days shall receive prior written approval. Personal business days may not be taken prior to or following holidays, except for extreme circumstances and only with prior approval of the Superintendent. Unused personal business days shall be added to a custodian's accumulated illness days at the rate of one (1) personal business day for one (1) personal illness day. All absences in excess of three (3) days require the approval of the Superintendent. Such absences shall be without pay.

G. Court Order

Absences from school by reason of subpoena by any court shall be allowed, with pay, provided that the subpoena is filed with the Superintendent of Schools or the principal.

H. Fireman, Service as a Volunteer

1. When a custodian of this school district is engaged in fighting an active fire as part of a responsibility as a duly enlisted fireman at that time when that custodian would normally be expected to appear for work in this school district, the custodian or a designee shall call or otherwise notify the school system that such fire service will cause delay or deny the opportunity to attend to school duties of a part or all of said day.
2. If, when requested, the volunteer fireman shall detail the circumstances for this absence and process same through the appropriate administrative office, such leave shall be with pay.

I. Vacations

1. Vacation periods, which shall be approved by the Building Principal prior to being taken, shall be with pay, but otherwise without pay. All twelve (12) month custodians, after completing one full year of employment, will be entitled to ten (10) days of paid vacation each year, and will earn one additional day of paid vacation for each additional year of full-time employment up to a maximum of twenty (20) days per year. Such vacation period will be exclusive of national holidays granted as paid vacation by the Board of Education. Vacation periods shall be established only with the prior approval of the immediate supervisor and the consent of the Building Principal. As of July 1, 2006, the maximum number of vacation days that may be

accumulated by any custodian is forty (40) days. Any vacation days accumulated beyond forty (40) shall not be available for use by the custodian. Custodians who had accumulated more than 40 days as of June 30, 2006 will continue to have a maximum of 50 accumulated days. In no event shall a custodian utilize accumulated vacation days in excess of fifteen (15) consecutive working days or exceed thirty (30) days in one fiscal year. Special consideration may be requested in writing through the building administrator to the Superintendent.

2. For custodial personnel employed on any date other than July 1 of any given year, vacation credit beyond the basic ten (10) days will be earned at the rate of .834 days per month employed. No part of the basic ten (10) days vacation period is earned prior to the completion of the first year of employment.

J. Paid Holidays

The master calendar, developed in consultation with the Custodial Association (NCA), shall contain twelve (12) paid holidays associated with scheduled holidays and/or NJEA Convention and/or staff holidays. The exact dates of these paid holidays will be established yearly after a review of the yearly calendar (twelve-month calendar), subject to Board approval.

K. Calendar Change

No calendar change will be made without consultation with the Custodial Association.

L. Professional Days

Custodians may be granted up to three (3) professional days to use for mandatory meetings or custodian seminars. All such days will be subject to administrative approval and reflect the needs of the District.

ARTICLE VIII

EXTENDED LEAVES OF ABSENCE

(All leaves are to be consistent with state and federal family leave acts)

A. Child Care Leave

1. Maternity/Child Care Leave

A female custodian who becomes pregnant may remain in her job so long as her condition does not prevent efficient and thorough performance of her duties. When she becomes disabled, she may receive sick leave to the extent that such leave has been earned, credited and unused. In the event of a difference of opinion between a pregnant custodian and the Board of Education, regarding her ability to offer an efficient and thorough performance level, a written positive certification from her physician re/such question will be binding on both parties.

Maternity/Child Care Leave for custodians will be granted from the date on which it commences to the opening of any fall term but in no case for more than a three (3) year period. A custodian on Maternity/Child Care Leave who wishes to return to full-time service after full term, but prior to the expiration of the Board approved leave may return upon the opening of a position, and upon the presentation of a positive written certification from her physician that she is able to offer an efficient and thorough job performance. No custodian on Maternity/Child Care Leave shall, on the basis of said leave, after full term, be denied the opportunity to substitute in the Newton School District.

2. Adoption/Child Care Leave

Any custodian adopting an infant child may receive a leave of absence which leave shall commence upon receiving de facto custody of said infant, or earlier if necessary to fulfill the requirements for the adoption, but in no case with less than thirty (30) days written notice to the Superintendent of Schools. Such leave shall be of the same duration as Maternity/Child Care Leave as defined in paragraph 1 above. Adoption/Child Care Leave will be granted for custodians, but in no case for more than a three (3) year period. No custodian on such leave shall, on the basis of said leave, be denied the opportunity to substitute in the Newton School District.

3. Child Care Leave

A custodian whose presence is required to care for a dependent child may be granted a leave of absence without pay upon approval of the Superintendent from the date on which it commences to the opening of any fall term but in no case for more than three (3) years. No Custodian on such leave shall be denied the opportunity to substitute in the Newton School District.

4. A custodian on Child Care Leave paragraphs A.1, A.2, A.3 shall not receive increment or seniority credit for the time spent on leave. All benefits to which a custodian was entitled at the time the leave commenced and not utilized during the leave shall be restored upon return.
5. The first 12 weeks of any unpaid Child Care Leave taken under this article shall be considered leave under the New Jersey Family Leave Act, and the custodian shall be entitled to paid health insurance during that period of time. Custodians choosing to return to work immediately after the disability leave associated with the birth of the child may take their Family Leave Act leave at any time permitted by the Act.

B. Leave for Personal Health and Family Hardship (without pay)

1. Upon the recommendation of the Superintendent, the Board of Education may permit members of the custodial staff to take leaves not in excess of one (1) year in length for rest, restoration of health, or the alleviation of hardship involving themselves or their immediate families.
2. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of a custodian's immediate family. Additional leave may be granted at the discretion of the Board. Request for leave shall be in writing and will set forth the specifics of why leave has been requested, including name of persons to be cared for under this section and the relationship of such person to the custodian.

3. The contract for the year in which the custodian is scheduled to return to full-time service must be returned signed or unsigned no later than one (1) month after date of issuance.

C. Other Leaves

Any custodian requesting permission for a leave of absence for any purpose shall submit a letter to the Superintendent of Schools stating the reason or reasons for the request. Other leaves of absence without pay may be granted by the Board for good reason.

D. Return from Leave

Upon return from a leave, a custodian moves on the salary guide as follows:

- a. If a custodian works eight months or more in the fiscal year s/he returns from the leave, s/he will move to the next step on the guide on the next July 1. In no case will anyone be paid on two different steps in the same fiscal year.
- b. If a custodian works less than eight months in the fiscal year s/he returns from the leave, s/he will not move to the next step on the guide on the next July 1. In no case will anyone be paid on two different steps in the same fiscal year.

A custodian may not receive credit towards seniority, sick leave or vacation spent on leave.

2. All benefits to which a custodian was entitled at the time the leave of absence commenced, including unused accumulated sick leave shall be restored upon return, and the custodian shall be assigned to the same position held at the time said leave commenced, if available or, if not, to a substantially equivalent position.

E. Extension or Renewals of Leave

All extensions or renewals of leave shall be applied for by April 15 of the year in which leave is requested and may be granted at the Board's discretion.

ARTICLE IX

INSURANCE PROTECTION AND LIMITATION

- A. All custodians who work more than twenty-five (25) hours and their dependents may be covered for Direct Access health insurance, major medical, and a family dental plan at Board expense, upon written application to the Board Secretary for such coverage. The first day of such coverage will yearly commence on the employee's first day of contractual obligation to the District. The level of benefits provided will be at a level equal or better than that in effect in the 1997-98 school year. Effective July 1, 1994, the plan shall include mandatory second surgical opinion and hospital precertification. Dental insurance will have an annual maximum of \$1,500.

- B. Other group insurance plans can be made available to the custodians at their expense.
- C. The Superintendent of Schools is directed to investigate from time to time the protection offered by any of the various plans available and the service offered by the currently contracted carrier, and to recommend a change in carrier, if appropriate. The Board may change insurance carriers provided advance notice of at least thirty (30) days is given to the Association and equal or better coverage is provided. If the Association contends that the proposed coverage is not equal or better than, the dispute shall be resolved by the use of expedited binding arbitration conducted under the rules and procedures of the American Arbitration Association, provided, however, that the arbitrator shall issue a decision and award no later than August 1 preceding the commencement of the school year during which the proposed coverage is to take effect. It is understood and agreed that the use of binding arbitration shall not be applicable to any other dispute or grievance arising out of this Agreement.
- D. Transitional Coverage
- The Board shall provide at custodian's expense transitional health care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association.
- E. The Board may provide to any custodian on an approved unpaid leave of absence, at custodian's expense, subject to availability, all insurance that he/she is legally entitled to under the terms of this contract, if so requested by the custodian in writing at the time of the requested leave of absence.
- F. The threshold for receiving insurance shall be changed from twenty (20) hours per week to twenty-five (25) hours per week. Any bargaining unit members currently working less than twenty-five hours per week and receiving medical insurance will continue to receive it unless their work hours should be decreased to less than twenty (20) hours per week.
- G. The Board will pay employees who waive their health insurance 35% of the Direct Access annual premium for that employee. If they choose to re-enroll in insurance, they shall be enrolled in Direct Access.

ARTICLE X

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Notification of Vacancies

As vacancies arise, the Superintendent shall deliver to the Association and post in all school buildings a list of the known vacancies in positions covered by this Agreement which shall occur during the present or following school year

B. Filing Requests

Custodians who desire a change in assignment or who desire to transfer to another building shall file a written statement of such desire with the building principal and the Superintendent.

C. The Board and/or the Administration reserves the sole right and decision to make transfers and reassignments under this Article.

ARTICLE XI

INVOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Use of Voluntary Requests

Vacancies in positions covered by this Agreement shall, wherever possible, be filled by a qualified available custodian, provided such custodian is acceptable to the administration, and the transfer would be in the best interest of the school district.

B. Criteria

When an involuntary transfer or reassignment is necessary, a custodian's area of competence, length of service in the Newton School District, length of service in the particular school building, and other relevant factors may be considered.

C. Reassignment

A list of open positions in the school district shall be made available to all custodians being involuntarily transferred or reassigned. Such custodians may request consideration for appointment to a position or positions in order of preference. The Board/Administration reserves the sole right and decision to make such transfers and reassignments, subject to limitations set by statute.

ARTICLE XII
EVALUATIONS

A. General Criteria

1. Open Evaluation

All monitoring or observation of the work performances of a custodian shall be conducted openly and with full knowledge of the custodian.

2. Evaluation by Supervisors

Custodians shall be evaluated only by persons serving in the capacity of immediate supervisors or appropriate administrator.

3. Copies of Evaluation

A custodian shall be given a copy of any evaluation report prepared by the evaluator at least one day before any conference to discuss it. No such report shall be submitted to any central office, placed in the custodian's file, or otherwise be acted upon without prior conference with the custodian.

B. Procedure

1. Custodians shall be evaluated at least once each year.

2. Each evaluation shall be based on one period of observation and shall include:

- a. strengths
- b. weaknesses
- c. specific suggestions for improvement in areas wherein weaknesses have been noted.

3. It is required that the written evaluation with results be discussed with the custodian in depth, within one (1) week of the observation; in the event of circumstances beyond the parties control, flexibility shall be exercised in rescheduling a mutually acceptable date.

4. The custodian evaluated will be given an opportunity to write on the evaluation form any objections to or disagreements with the evaluator's written report.

5. The custodian evaluated will sign the evaluation form, and date same to indicate that it has been seen and reviewed. A statement may be added by the custodian which indicates that the evaluation is not agreed to, in part or in whole.

6. Copies of each form will be given to the custodian evaluated, and sent or given to the Superintendent of Schools on or before the due date.

7. Utilization of other administrators, supervisors and/or other custodians, to help improve those who wish to be helped will be an integral part of the evaluation process. A record of such support and assistance will be kept, and affixed to the evaluation report.

ARTICLE XIII

UNIFORMS

- A. Uniforms must be worn whenever the custodian is performing his or her job related duties during the 180 day school calendar (when school is in session; the normal school year session is 180 days). Each custodian shall be entitled, at the expense of the District, to the following apparel purchase after the completion of the probationary period:
1. Five (5) uniforms per year for custodians in their first three (3) years of employment for full-time custodians employed as of July 1st; four (4) uniforms per year thereafter. Custodians hired at a starting date other than July 1st shall be entitled to one (1) uniform for every three (3) months of service following the completion of the probationary period. The head custodians shall negotiate with the uniform company for work belts. **As of July 1, 2009 two pair of uniform shorts will be issued to each custodian.**
 2. One (1) pair of work shoes to be issued to full-time custodians employed as of July 1st, cost of said work shoes shall not exceed one hundred fifty dollars (\$150.00). Work shoes must be worn whenever the custodian is performing job related duties. Custodians hired at a starting date other than July 1st shall be entitled to a fifty-five dollar (\$55.00) shoe allowance if employed prior to March 1st and a thirty dollar (\$30.00) shoe allowance if employed after March 1st but prior to June 30th.
 3. One (1) work jacket every three (3) years.
 4. Two (2) raincoats per year per building until each custodian has access to one.
 5. A total of twenty-four (24) pair of work gloves, with inserts, shall be purchased for the entire custodial crew.
- B. Two (2) pairs of coveralls will be purchased for each school and be replaced every three (3) years.
- C. All uniform purchases will be in compliance with accepted dress procedures for custodial personnel as established by the Assistant Superintendent in Charge of Business/Board Secretary.

ARTICLE XIV

SEPARATION BENEFIT

- A. Any custodian with fifteen (15) years of service in the District shall, upon retirement, be reimbursed for unused accumulated sick days at two-thirds (2/3) of the substitute custodian's rate of per diem to a maximum of one hundred seventy five (175) days.

- B. Unused vacation shall be paid at the custodian's full daily rate of pay upon a voluntary quit, non-renewal, reduction in force, or retirement, and shall be paid at one-half (1/2) the custodian's daily rate of pay in the event of a discharge.

ARTICLE XV

FULLY BARGAINED PROVISIONS

This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVI

REPRESENTATION

- A. If an employee does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- B. Prior to the beginning of each membership year, the amount of said representation fee shall be certified to the Board by the Association, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments charged by the Association to its own members.
- C. Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct the representation fee in equal installments, as nearly as possible, for the paycheck paid to each employee of the aforesaid list during the remainder of the membership year in question.
- D. The employer shall remit the amount deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.
- E. These deductions will commence on the next month following the new employee's successful completion of the required probationary period.
- G. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.5(c) and 5.6 and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system or if membership is not so available, the employer shall immediately cease making such deductions.
- H. The Association shall indemnify and hold the employer harmless against any and all claims,

demands, suits, and other forms of liability including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.

ARTICLE XVII

MISCELLANEOUS PROVISIONS

- A. Copies of this Agreement shall be printed at the expense of the Board and the Association. Such cost shall be proportionate according to the number of copies requested by each party. All custodians employed, hereafter employed, or considered for employment by the Board shall be given a copy of said Agreement.
- B. All contracts shall designate job position (head custodian, night foreman, and custodian).
- C. This Agreement shall remain in effect from July 1, 2006 to June 30, 2009.

ARTICLE XVIII

BOARD RIGHTS

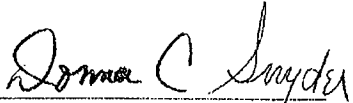
The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement, in accordance with applicable laws and regulations:

- A. To direct employees of the school district;
- B. To hire, promote, transfer, assign and retain employees in positions in the school district and to suspend, discharge or take other disciplinary action against employees;
- C. To relieve employees from duty because of lack of work or for other legitimate reasons;
- D. To maintain efficiency of the school district operations entrusted to them;
- E. To determine the method, means and personnel by which such operations are to be conducted;
- F. To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.


IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 26th day of May 2009.

Attest:

The Board of Education of the Town of Newton



Donna C. Snyder, Board Secretary

BY: 

Richard Heckman, Board President

Attest:

The Newton Custodial Association

Secretary

BY: 

Robert Colville, President