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A G R E E M E N T

Between

NEWTON BOARD OF EDUCATION

-and-

NEWTON CUSTODIAL ASSOCIATION

JULY 1, 1990 -to- JUNE 30, 1992

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THIS AGREEMENT, made this 26th day of June , 1990 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 personnel with the exception of the following:

Head Groundskeeper

Maintenance Workers

Bus Drivers

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

may be appealed to the Superintendent of Schools. Such appeal shall be in writing, and shall be submitted within five (5) work days after receipt of the decision of the Vice Principal or Principal. The Superintendent shall respond in writing within five (5) work 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 five (5) 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 five (5) work days after receipt of the Board's decision.

6. Within ten (10) work days after written notice of submission to arbitration, the Board and the representative of the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

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 twenty (20) 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

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

SALARIES

A. The salaries of all full-time custodians covered by this Agreement are set forth in the guides (Schedules A & B) 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.

forty (40) hour work week. When custodians are required to return to work to respond to emergencies as a result of burglar and fire alarms occurring when no custodian is on duty, overtime wages shall be paid at the custodian's hourly rate doubled.

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.

Calculation of the custodial hourly and per diem rate of pay shall be based upon 240 work days for a 12 month custodian and 180 work days for a 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 \$200.

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 of Schools.

H. 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

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.

Upon return to work, a copy of the physician's written directive may be required by the Superintendent.

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 such 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.

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 Superintendent. The maximum number of vacation days that may be accumulated by any custodian is fifty (50) days. Any vacation days accumulated beyond fifty (50) shall not be available for use by the custodian. In no event shall a custodian utilize accumulated vacation days in excess of thirty (30) consecutive working days or exceed thirty (30) days in one fiscal year.

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 .0834 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, shall contain twelve (12) paid holidays associated with national holidays and/or NJEA convention. The exact dates of these paid holidays will be established yearly after a review of the yearly calendar, subject to Board approval.

K. Calendar Change

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

ARTICLE VII

EXTENDED LEAVES OF ABSENCE

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 is 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

B. Leave for Personal Health and Family Hardship

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

1. Upon return from leave, a custodian shall be considered as if actively employed by the Board during the leave and shall be placed on the salary schedule at the level which would have been achieved if the custodian had not been absent. A custodian may not receive increment credit for time 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.

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. Employee Assistance Plan -- A voluntary employee assistance program shall be developed in consultation with the Custodial Association at a cost to the Board of Education not to exceed \$25 per employee. Excess costs shall be paid for by the employee.

ARTICLE IX

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 X

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 volunteer, provided such volunteer is acceptable to the administration, and the transfer would be in the best interest of the school district.

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.

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 XII

UNIFORMS

A. Each custodian shall be entitled, at the expense of the district, to the following apparel purchase after the completion of the probationary period:

1. Four (4) uniforms per year for full time custodians employed as of July 1st. Custodians hired at a starting date other than July 1st shall be entitled to one (1) uniform for every three months of service following the completion of the probationary period.

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 XV

MISCELLANEOUS PROVISIONS

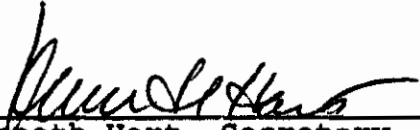
A. Copies of this Agreement shall be printed at the expense of the Board and Association. Such cost shall be proportionate according to the number of copies requested by each party. All custodians employed, hereafter employed, or considered for employment by the Board shall be given a copy of said Agreement.

B. This Agreement shall remain in effect from July 1, 1990 to June 30, 1992.

IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals this 26 day of June, 1990.

Attest:

The Board of Education of the
Town of Newton



Kenneth Hart, Secretary

By: 
Susan Dunham, President

Attest:

The Newton Custodial Association


Lois Goble, Secretary

By: 
Richard Worth, President

NEWTON BOARD OF EDUCATION

Newton Custodial Association

Schedule A

Hiring Guide for 1990-91
Effective July 1, 1990

<u>Category I</u> <u>Assistant Custodians</u>	<u>Category II</u> <u>Custodians</u>	<u>Category III</u> <u>Head Custodians</u>
<u>1990-91</u>	<u>1990-91</u>	<u>1990-91</u>
0 7,260	0 14,680	0 20,000
1 7,360	1 15,080	1 21,000
2 7,460	2 15,680	2 22,000
3 7,560	3 16,280	
4 7,660	4 16,880	
5 7,760	5 17,480	
6 7,860	6 18,300	

1. The work year for the ten (10) month custodians shall be 180 days in length and shall follow the teachers' calendar.
2. The head custodian in Newton High School will receive in addition to the scheduled fixed salary: \$1,000.00
3. The head custodians at the Halsted Street and Merriam Avenue Schools will receive in addition to the scheduled fixed salary: \$400.00.
4. The night foreman at Newton High School will receive in addition to the scheduled fixed salary: \$700.00
5. The night foreman at Halsted Street and Merriam Avenue Schools will receive in addition to the scheduled fixed salary: \$300.00.
6. Custodians employed on a full time basis who are appointed head custodian will be placed on the first step of the Head Custodians guide or receive an additional \$900.00, whichever amount is greater.
7. Assistant Custodians will receive a \$1,000.00 increase in salary for 1990-91.
8. Category II custodians not on the 1990-91 hiring guide (off-guide) will receive a \$2,000 increase in salary for 1990-91.
9. Category III custodians (Head Custodians) not on the 1990-91 hiring guide (off guide) will receive a \$3,000 increase in salary for 1990-91.

NEWTON BOARD OF EDUCATION

Newton Custodial Association

Schedule B

Hiring Guide for 1991-1992
Effective July 1, 1991

Category I

Category II

Category III

Assistant Custodians

Custodians

Head Custodians

1991-92

1991-92

1991-92

0 7,360
1 7,460
2 7,560
3 7,660
4 7,760
5 7,860
6 7,960

0 15,780
1 16,380
2 16,980
3 17,580
4 18,180
5 18,780
6 19,380

0 21,900
1 22,900
2 23,900

1. The work year for the ten (10) month custodians shall be 180 days in length and shall follow the teachers' calendar.
2. The head custodian in Newton High School will receive in addition to the scheduled fixed salary: \$1,300.00
3. The head custodians at the Halsted Street and Merriam Avenue Schools will receive in addition to the scheduled fixed salary: \$600.00.
4. The night foreman at Newton High School will receive in addition to the scheduled fixed salary: \$900.00.
5. The night foreman at Halsted Street and Merriam Avenue Schools will receive in addition to the scheduled fixed salary: \$400.00.
6. Custodians employed on a full time basis who are appointed head custodian will be placed on the first step of the Head Custodians guide or receive an additional \$1,200.00, whichever amount is greater.
7. Assistant Custodians will receive a \$800.00 increase in salary for 1991-92.
8. Category II custodians not on the 1991-92 hiring guide (off-guide) will receive a \$1,900 increase in salary for 1991-92.
9. Category III custodians (Head Custodians) not on the 1991-92 hiring guide (off-guide) will receive a \$1,900 increase in salary for 1991-92.