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ARTICLES OF AGREEMENT

BY AND BETWEEN

BOARD OF EDUCATION OF THE  
BOROUGH OF TOTOWA

Borough Board of Education

AND

THE TOTOWA CUSTODIAL ASSOCIATION

---

1979-1982

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LIBRARY  
Institute of Management and  
Labor Relations

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RUTGERS UNIVERSITY

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SALARIES - SCHEDULE "A"

ARTICLES OF AGREEMENT

The BOARD OF EDUCATION OF THE BOROUGH OF TOTOWA, Passaic County,  
 New Jersey, hereinafter referred to as the "BOARD" and the TOTOWA  
 CUSTODIAL ASSOCIATION, hereinafter referred to as the "ASSOCIATION"  
 agree as follows:

ARTICLE I

RECOGNITION

The Totowa Board of Education recognized the Totowa Custodial  
 Association as the exclusive and sole representative for collective  
 negotiations concerning the fulltime custodial staff.

ARTICLE II

SUCCESSOR CLAUSE

The Board and the Association agree to begin collective negotiations  
 in accordance with Public Law 303 of 1968 and Public Law 123 of 1974 and  
 the rules and regulations as established by PERC.

The Recognition Clause shall remain as currently stated unless new  
 positions, or a change in current positions occur.

ARTICLE III

SALARY GUIDE

It is agreed by and between the parties hereto that the salary guide  
 as set forth below is hereby adopted:

	<u>1979-80</u>	<u>1980-81</u>	<u>1981-82</u>		<u>1979-80</u>	<u>1980-81</u>	<u>1981-82</u>
1	8,850	9,470	10,133	9	13,050	13,964	14,941
2	9,375	10,031	10,733	10	13,575	14,525	15,542
3	9,900	10,593	11,335	11	1.5%	3%	4%
4	10,425	11,154	11,935	12	(13575x1.015)	(14525x1.03)	(15542x1.04)
5	10,950	11,717	12,537	13	13,778	14,961	16,164
6	11,475	12,278	13,137	14			
7	12,000	12,840	13,739	15	4%	4.5%	5%
8	12,525	13,402	14,340	16	(13575x1.04)	(14525x1.045)	(15542x1.05)

\$1,000 Differential to be paid to Head Custodian/Maintenance Man.

ARTICLE IVFRINGE BENEFITSHOSPITALIZATION

It is further understood and agreed between the parties hereto that each member of the "Association" who shall enroll in the New Jersey Public and School Employees Health Benefits (Blue Cross, Blue Shield, Rider J and Major Medical Coverage), for single person coverage, family, or husband and wife coverage as determined by the employee, in his sole discretion, shall have the premium paid by the "Board".

WORK SHOES

Each member of this unit is entitled an allowance for work shoes in an amount not to exceed \$50.00.

BOILER LICENSE

The Board agrees to pay the annual fee of the boiler license.

ARTICLE VSICK-PERSONAL LEAVE

A full-time employee may be absent from school due to personal illness or personal business in accordance with the following provisions:

A. SICK LEAVE1. Twelve Month Employees

- a. A twelve (12) month employee shall be granted twelve (12) days accumulative sick leave and four (4) days for emergencies of a personal nature.
- b. Any days not used for emergencies of a personal nature will be accumulated as sick leave.
- c. At no time shall an employee accumulate more than fifteen (15) days sick leave per year.

2. The accumulation of sick leave allowance shall be limited to consecutive and uninterrupted service. A full-time staff member is rendering consecutive service as long as they, or the Board of Education do not officially terminate the contract. A leave of absence, as granted by the Board of Education does not constitute an interruption of service.

- 1 3. A record kept in the office of the superintendent  
2 shall determine the number of accumulated days.  
3 Each employee shall be given a written statement  
4 of the number of accumulated sick leave days to  
5 which they are entitled, which statement shall be  
6 submitted no later than September 15th of each  
7 school year.  
8
- 9 4. Employees who are absent because of personal illness  
10 for a period of more than five (5) consecutive days,  
11 shall, at this time, file with the superintendent a  
12 certificate from their physician attesting to the  
13 illness and necessity for the absence. The Board of  
14 Education reserves the right to grant special exten-  
15 sion of such leave in individual cases, which, in its  
16 judgment, are such deserving of same.  
17
- 18 5. In case of absence of ten (10) consecutive school days  
19 or more, a written certification of fitness from the  
20 attending physician will be required upon return to  
21 service.  
22
- 23 6. Full salary shall be paid for absence due to illness  
24 until such accumulated leave is used up, after which,  
25 the full-time employees may receive the difference  
26 between the contract salary and the substitute's pay  
27 for the duration of the contract period. The staff  
28 member's per diem pay shall be calculated as follows:  
29  
30 For all employees on ten months contract, one two-hun-  
31 dredths of the annual salary. For all employees on a  
32 twelve months contract, one two-hundred-sixtieth of the  
33 annual salary.  
34
- 35 7. Whenever the Board of Education employs a custodian who  
36 has been employed for not less than three (3) consecu-  
37 tive years in this or another school district in New  
38 Jersey and which employee has an unused accumulation of  
39 sick leave days from the immediate prior employment, the  
40 Board shall grant at the end of the first year of employ-  
41 ment the full credit therefor. Prior to the granting of  
42 said sick days, the employee shall submit to the Board a  
43 certificate from the prior employer stating such employee's  
44 unused accumulation of sick leave days as of the date of  
45 the termination of such prior employment. The number of  
46 such days, when granted by the Board, shall be irrevocable.  
47

48 B. PERSONAL LEAVE

- 49 1. It is agreed by and between the parties hereto that the  
50

1 reasons set forth hereinafter shall be sufficient  
2 for personal leave of absence with full pay unless  
3 otherwise noted. Unused personal days shall be  
4 accumulated as sick days.  
5

- 6 2. It is agreed by and between the parties hereto that  
7 any employee seeking a personal leave shall complete  
8 the form of request for such leave, which request form  
9 shall be forwarded to the superintendent. This request  
10 form shall be completed and filed prior to the taking  
11 of the "personal leave of absence" in all cases, unless  
12 for good cause same has been waived by the superinten-  
13 dent of schools. It is further understood and agreed  
14 between the parties that the granting of the personal  
15 leave of absence must be received from the superintendent  
16 of schools before the leave is taken regardless whether  
17 the written request form is submitted or waived in accor-  
18 dance with the terms as set forth above. If the written  
19 request form is waived for good cause shown to the super-  
20 intendent of schools, same is waived upon the condition  
21 that the employee shall file a written request upon his  
22 return following the termination of the personal leave.  
23

24 The superintendent may request that a personal leave be  
25 taken at another time, if possible. This would only  
26 occur if, in his judgment, the absence of a sufficient  
27 number of employees would cause undue hardship on the  
28 efficient operation of the schools.  
29

- 30 3. It is agreed by and between the parties hereto that the  
31 following shall be the basis for a personal leave of  
32 absence hereunder:  
33
- 34 a. An allowance of up to four (4) days shall be  
35 granted (from death to burial) to an employee  
36 because of death in his immediate family.  
37 Immediate family shall be considered as father,  
38 mother, spouse, sister, brother, child, mother-  
39 in-law, father-in-law, sister-in-law, brother-in-  
40 law, and grandparents.  
41
  - 42 b. An allowance of up to three (3) days shall be  
43 granted for other emergencies of a personal  
44 nature, as stated in Section A.  
45

#### 46 ARTICLE VI

#### 47 ASSOCIATION RIGHTS AND PRIVILEGES

- 48  
49  
50 A. The Board agrees, upon written request of the custodians to

1 release to it pertinent non-privileged information as will  
2 assist the Unit to develop accurate and informed proposals  
3 concerning salary, working conditions and all other terms  
4 and conditions of employment for all representatives of the  
5 Custodial Unit. It is to be noted and expected that the  
6 Board will have a reasonable time to respond to such requests,  
7 and that the Board may, at its option, fulfill such requests  
8 either by written response to the Custodial Unit or by making  
9 pertinent records available to the Custodial Unit in the  
10 board offices. Should the latter option be exercised, the  
11 Unit may not remove any board records from the office but  
12 copies prepared by the requesting Unit may be made. The  
13 Board shall not prepare or conduct any analysis, surveys,  
14 research, or studies on behalf of the Unit's proposal consi-  
15 derations.

- 16
- 17 B. Whenever any member of the Unit is required by contract  
18 language or mutual agreement to participate during working  
19 hours in negotiations, grievance proceedings, conferences,  
20 or meetings, he shall suffer no loss of pay.
- 21
- 22 C. The Custodial Unit shall have the right to use the school  
23 buildings for meetings as outlined in the Board's general  
24 policy provisions. Application forms, along with possible  
25 expenses, may be received from the central office administra-  
26 tion. It is understood that requests for use of school facili-  
27 ties by the Unit shall, in no way, intend to interfere with  
28 normal school functions.
- 29
- 30 D. The Custodial Unit shall have, in each school, use of a  
31 bulletin board in each faculty lounge and further that the  
32 Unit agrees that such notices posted on the bulletin board  
33 shall be in professional taste.

34

35 ARTICLE VII

36

37 WORK HOURS

38

39

40 Employees are expected to devote to their assignments the time necessary  
41 to meet their responsibilities, but they shall not be required to sign in and  
42 out by hours and minutes. Members of the Custodial Unit shall indicate their  
43 presence for work by placing a checkmark in the appropriate column of the  
44 faculty roster sheet.

45

46 ARTICLE VIII

47

48 CUSTODIAL ASSIGNMENTS

- 49
- 50 A. Wherever practicable, all members of the Unit shall be given

1 tentative written notice as of June 1 of their building  
2 assignments for the forthcoming year. Final notice shall  
3 not be given later than June 30th.  
4

5 Any change in assignment made after June 30th shall only  
6 occur if the custodian involved is given reasons for said  
7 change by the superintendent in a meeting between both parties  
8 within two (2) days after said change is made.  
9

- 10 B. Schedules of employees who are assigned to more than one  
11 building shall be arranged so that no such Unit member shall  
12 be required to engage in an unreasonable amount of inter-  
13 building travel. Such employees shall be notified of any  
14 changes in their schedule as soon as practicable.  
15
- 16 C. Members of the Unit who may be required to use their own auto-  
17 mobile in the performance of their duties, and employees  
18 assigned to more than one (1) building per day, shall be reim-  
19 bursed for all such travel at the rate of the Federal Govern-  
20 ment's allowance per mile for the use of their vehicle for all  
21 driving done to respective buildings.  
22

## 23 ARTICLE IX

### 24 PROMOTIONS

- 25
- 26
- 27
- 28 A. Promotional positions are defined as all positions on the super-  
29 visory level.  
30
- 31 B. Vacancies shall be adequately publicized by the Superintendent  
32 of Schools in accordance with the following procedure:  
33
- 34 1. Notice shall be posted in each school building setting  
35 forth a general statement of duties and a summary of  
36 qualifications being sought for the position.  
37
  - 38 2. Such notice shall be posted at least twenty (20) days  
39 prior to the last day on which applications will be  
40 accepted.  
41
  - 42 3. Employees who desire to apply for such vacancies shall  
43 submit their applications in writing to the Superinten-  
44 dent within the time limit specified in the notice.  
45
  - 46 4. Were the vacancies to occur during the summer months,  
47 the Superintendent would notify the Unit representative  
48 of the Custodial Unit and follow the procedures outlined  
49 in steps one, two, and three.  
50

5. Announcements of all appointments shall be made as soon as possible to the Unit by posting same.

C. Nothing in this Agreement shall be construed to limit the right of the Board of Education to change, modify or add to the qualifications and duties associated with any position, or to appoint or assign individuals to promotional positions on either temporary or permanent basis.

ARTICLE X

CUSTODIAN'S ANNUAL EVALUATION

A. Each school year the performance of each custodian in the system shall be evaluated by the Superintendent and the principals.

B. Custodians who have not attained tenure shall receive their evaluation in conference with the Superintendent. The conference and the report to the Board shall take place as soon as possible after a new Board is formed and not later than the first meeting of March.

ARTICLE XI

GRIEVANCE PROCEDURE

The term "grievance" means a complaint by any employee that, as to him, there has been an inequitable, improper or unjust application, interpretation, or violation of a policy, agreement, or administrative decision affecting said employee.

The term "grievance" and the procedure relative thereto shall not be deemed applicable in the following instances:

The failure or refusal of the Board to renew a contract of a non-tenure employee.

The term "employee" shall mean any regularly employed individual receiving compensation from the Board but shall not include the Superintendent.

The term "representative" shall include any organization, agency, or person authorized or designated by any employee or any group of employees, or by a public employees association or by the Board to act on its or their behalf and to represent it or them.

The term "immediate" superior shall mean the person to whom the aggrieved employee is directly responsible under the Table of Organization prevailing in this school district.



- 1           9. Within ten (10) days of said hearing (unless a different  
2 period is mutually agreed upon), the Superintendent shall,  
3 in writing, advise the employee and his representative, if  
4 there be one, of his determination and shall forward a copy  
5 of said determination to the school principal and to the  
6 immediate superior of the aggrieved employee.  
7
- 8           10. In the event of the failure of the Superintendent to act  
9 in accordance with the provision of Paragraphs 8 and 9, or  
10 in the event a determination by him in accordance with the  
11 provisions thereof is deemed unsatisfactory by either party,  
12 the dissatisfied party, within ten (10) days of the failure  
13 of the Superintendent to act or within ten (10) days of the  
14 determination by him, may appeal to the Board of Education.  
15
- 16           11. Where an appeal is taken to the Board, there shall be sub-  
17 mitted by the appellant:  
18
- 19               a. The writing set forth in Paragraphs 6 and  
20 9 and a further statement in writing setting  
21 forth the appellant's dissatisfaction with  
22 the Superintendent's action. A copy of said  
23 statement shall be furnished to the Superin-  
24 tendent and to the adverse party.  
25
- 26               b. The Totowa Custodial Association, or its  
27 appropriate professional rights and responsi-  
28 bility committee, shall advise the Board, in  
29 writing, whether it will process the appeal  
30 on behalf of the appellant, and if it chooses  
31 not to process said appeal, it shall set forth  
32 the reasons for such decision. However, the  
33 appellant shall be privileged to process the  
34 appeal in his or her own right.  
35
- 36           12. If the appellant, in his appeal to the Board, does not request  
37 a hearing, the Board may consider the appeal on the written  
38 record submitted to it, or the Board, may, on its own, conduct  
39 a hearing; or it may request the submission of additional  
40 written material. Where additional written materials are  
41 requested by the Board, copies thereof, shall be served upon  
42 the adverse parties who shall have the right to reply thereto.  
43 Where the appellant requests in writing a hearing before the  
44 Board, a hearing shall be held.  
45
- 46           13. The Board shall make a determination within thirty (30) cal-  
47 endar days from the receipt of the grievance and shall in  
48 writing notify the employee, his representative if there be  
49 one, the immediate superior and the Superintendent, of its  
50 determination. This time period may be extended or reduced  
51 mutually between the parties.

- 1 14. In the event a grievance should be filed by any employee  
2 who is not subject to the jurisdiction of any principal or  
3 who may be answerable to more than one principal he shall  
4 discuss his grievance initially with the Superintendent  
5 and if dissatisfied, with the determination, may appeal to  
6 the Board in accordance with the provisions herein set forth.  
7
- 8 15. All employees shall be entitled to resort to the full proce-  
9 dure hereinabove set forth.

10  
11 ARTICLE XII

12  
13 VACATION

14  
15  
16 All full-time employees placed on a 12-month schedule shall have their  
17 vacation schedule determined by the Superintendent of Schools.

- 18  
19 1. Those employed from one to five years shall be granted  
20 two weeks vacation.  
21
- 22 2. Those employed for five years but less than ten shall be  
23 granted three weeks vacation.  
24
- 25 3. After ten years, one day additional for each year over  
26 ten until reaching fifteen years - then four full weeks.  
27
- 28 4. Those employed for part of a year shall be allowed a day  
29 for each month's service up to June 30th, with a maximum  
30 of ten.  
31

32 All full-time employees must adjust their vacation periods according  
33 to the demands of the work schedule.  
34

35 Vacation time may not be carried over from year to year unless some  
36 part of it shall not have been taken at the Board's request. In such event,  
37 the employee may carry the unused portion over to the following year or be  
38 paid on the basis of the salary in effect when the vacation was earned.  
39

40 Vacations must be taken during the months of July and August.  
41

42 ARTICLE XIII

43  
44 SEVERABILITY

45  
46 If any provision of this agreement or any application of this agreement  
47 to any employee or group of employees is held to be contrary to law, then  
48 such provision or application shall not be deemed valid and subsisting,  
49 except to the extent permitted by law, but all other provisions or applica-  
50 tions shall continue in full force and effect.

SCHEDULE "A"

TOTOWA CUSTODIAL ASSOCIATION

SALARIES

	<u>1979-80</u>	<u>1980-81</u>	<u>1981-82</u>
BLUNDO, PAUL	11,475	12,840	14,340
BUCZEK, STANLEY*	11,475	12,840	14,340
HEEREMA, WILLIAM*	12,525	13,964	15,542
LIVINGSTONE, WILLIAM	13,778	14,961	16,164
PLOG, WALTER*	13,778	14,961	16,164
RUSCIANO, ANTHONY	13,050	14,525	16,164
SMITH, HAROLD	14,118	15,179	16,319

\*\$1,000.00 Differential to be added for Head Custodian/Maintenance Man

ARTICLE XIV

DURATION

This agreement shall be in effect as of July 1, 1979 and continue in effect until June 30, 1982.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their respective duly authorized officers.

ATTEST:

BOARD OF EDUCATION OF THE  
BOROUGH OF TOTOWA

BY: Ralph Schieffert

Caroline B. Baetjer  
President

ATTEST:

TOTOWA CUSTODIAL ASSOCIATION

BY: Harold Smith

Walter Plog  
President

Eleanor Ziegler  
Notary

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