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AMENDMENTS
TO
ARTICLES OF AGREEMENT
BY AND BETWEEN
BOARD OF EDUCATION OF THE
BOROUGH OF TOTOWA

AND

THE TOTOWA CUSTODIAL ASSOCIATION
(Dated July 1, 1973)

1974 - 1977

ARTICLE III

SALARIES

(Last paragraph of 1973-74 contract under Salaries is amended to read:)

It is further understood and agreed by the parties hereto that said salary guide shall remain in full force and effect for the 1974-75, 1975-76 and 1976-77 contractual years. All custodians shall receive an increase over and above said salary guide based on a cost of living increase as set forth in the Consumer Price Index for the New York-New Jersey Metropolitan area. The cost of living index will be based on the average percentage increase over a period from June through May. This increase will be applied to each employee's basic salary of the previous year.

ARTICLE V

(This article amends Articles V and VI of the 1973-74 agreement as follows:)

SICK - 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 LEAVE

A ten month employee will be granted thirteen days cumulative sick leave. Three of these days may be used in emergencies of a personal nature. Any of the three unused days shall not be cumulative as personal leave but will be accumulated as sick leave.

- 1) Ten month employees will be granted 13 days cumulative sick leave; twelve month employees will be granted 15 days cumulative sick leave.
- 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 does not officially terminate the contract. A leave of absence, as granted by the Board of Education does not constitute an interruption of service.
- 3) A record kept in the office of the superintendent shall determine the number of accumulated days. Each employee shall be given a written statement of the number of accumulated sick leave days to which they are entitled, which statement shall be submitted no later than September 15th of each school year.
- 4) Employees who are absent because of personal illness for a period of more than three (3) consecutive days, shall, at this time, file with the superintendent a certificate from their physician attesting to the illness and necessity for the absence. The Board of Education reserves the right to grant special extension of such leave in individual cases, which, in its judgment, are such deserving of same.

- 5) In case of absence of ten (10) consecutive school days or more, a written certification of fitness from the attending physician will be required upon return to service.
- 6) Full salary shall be paid for absence due to illness until such accumulated leave is used up, after which, the full time employees may receive the difference between the contract salary and the substitute's pay for the duration of the contract period. The staff member's per diem pay shall be calculated as follows:

For all employees on ten months contract, one two hundredths of the annual salary. For all employees on a twelve months contract, one two-hundred-sixtieth of the annual salary.
- 7) Whenever the Board of Education employs a custodian who has been employed for not less than three (3) consecutive years in this or another school district in New Jersey and which employee has an unused accumulation of sick leave days from the immediate prior employment, the Board shall grant at the end of the first year of employment the full credit therefor. Prior to the granting of said sick days, the employee shall submit to the Board a certificate from the prior employer stating such employee's unused accumulation of sick leave days as of the date of the termination of such prior employment. The number of such days when granted by the Board shall be irrevocable.

B. PERSONAL LEAVE

- 1) It is agreed by and between the parties hereto that the reasons set forth hereinafter shall be sufficient for personal leave of absence with full pay unless otherwise noted. Unused personal days shall be accumulated as sick days.
- 2) It is agreed by and between the parties hereto that any employee seeking a personal leave shall complete the form of request for said leave, which request form shall be forwarded to the superintendent. This request form shall be completed and filed prior to the taking of the "personal leave of absence" in all cases, unless for good cause same has been waived by the superintendent of schools. It is further understood and agreed between the parties that the granting of the personal leave of absence must be received from the superintendent of schools before the leave is taken regardless whether the written request form is submitted or waived in accordance with the terms set forth above. If the written request form is waived for good cause shown to the superintendent of schools, same is waived upon the condition that the employee shall file a written request upon his return following the termination of the personal leave.

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

(3) It is agreed by and between the parties hereto that the following shall be the basis for a personal leave of absence hereunder:

- a) An allowance of up to four (4) days shall be granted to an employee because of death in their immediate family. Immediate family shall be considered as father, mother, spouse, sister, brother, child, mother-in-law, father-in-law, sister-in-law, brother-in-law and grandparents.
- b) An allowance of up to three (3) days shall be granted for other emergencies of a personal nature, as stated in Section B.

ARTICLE XV

DURATION

(This article is amended to read as follows:)

This agreement shall be in effect as of July 1, 1974 and continue in effect until June 30, 1977.

ARTICLES OF AGREEMENT

BY AND BETWEEN

BOARD OF EDUCATION OF THE
BOROUGH OF TOTOWA

AND

THE TOTOWA CUSTODIAL ASSOCIATION

DATED:

1973

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ARTICLES OF AGREEMENT

Made and entered into this day of July, 1973,
by and between the BOARD OF EDUCATION OF THE BOROUGH OF
TOTOWA, Passaic County, New Jersey, hereinafter called the
"Board" and the TOTOWA CUSTODIAL ASSOCIATION hereinafter
called the "Association", witnesseth, that:

In consideration of the mutual promises hereinafter
set forth, each party, intending to be legally bound hereby,
covenants, agrees and pledges to and with the other as
follows:

ARTICLE I

RECOGNITION

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

ARTICLE II

SUCCESSOR CLAUSE

The Board and Association agree to begin collective
negotiations no later than October 15, 1974 in accordance
with 303 Public Laws of 1968.

ARTICLE III

SALARIES

It is agreed by and between the parties hereto that
the salary guide set forth below is herewith adopted. The
guide is as follows:

CUSTODIAN SALARY GUIDE

<u>YEARS</u>	<u>SALARY</u>
1	\$6,500.00
2	\$6,900.00
3	\$7,300.00
4	\$7,700.00
5	\$8,100.00
6	\$8,500.00
7	\$8,900.00

DIFFERENTIAL:

- A. Head Custodian.....\$700.00
- B. Maintenance & Ground Work.....\$700.00

It is further understood and agreed by the parties hereto that all custodians shall be maintained on salary guide, except as otherwise provided herein.

It is further understood and agreed between the parties that all custodians will be placed on the proper salary level as determined from years employed by Board of Education.

It is further understood and agreed between the parties hereto that said Salary Guide shall remain in full force and effect for the 1974-1975 contractual year, and all custodians shall receive an increase over and above said guide based upon a cost of living increase as set forth in the Consumer Price Index for 1974 for New York-New Jersey Metropolitan area.

ARTICLE IV

HOSPITALIZATION

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".

ARTICLE V

SICK LEAVE

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

- a) Ten month employees will be granted ten (10) days sick leave.

Twelve month employees will be granted twelve (12) days sick leave.

- b) 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 he, or the Board of Education,

does not officially terminate the contract. A leave of absence, as granted by the Board, does not constitute an interruption of service.

- c) A record kept in the office of the Superintendent shall determine the number of accumulated days. Each custodian shall be given a written statement of the number of accumulated sick leave days to which he is entitled, which statement shall be submitted no later than September 15th of each school year.
- d) Employees who are absent because of personal illness for a period of more than three (3) days consecutively, shall, at this time, file with the Superintendent, a certificate from their physician attesting to the illness and necessity for the absence. The Board reserves the right to grant special extensions of such leave in individual cases, which, in its judgment, are deserving of such.
- e) In case of absence of ten (10) consecutive days or more a written certification of fitness from the attending physician will be required upon return to service.
- f) Full salary shall be paid for absence due to illness until such accumulated leave is used up, after which, the full time employees may receive the difference between the contract salary and the substitute's pay for the duration of the contract period. The staff member's per diem pay shall be calculated as follows:

For all employees on ten months' contract, one two hundredths of the annual salary. For all employees on a twelve months' contract, one two-hundred-sixtieth of the annual salary.

- g) Whenever the Board of Education employs a custodian who has been employed for not less than three (3) consecutive years in this or another school district in New Jersey and which custodian has an unused accumulation of sick leave days from his immediate prior employment, the Board shall grant at the end of his first year of employment, the full credit

therefor. Prior to the granting of said sick days, the custodian shall submit to the Board a certificate from the prior employer stating such employee's unused accumulation of sick leave days as of the date of the termination of such prior employment. The number of such days when granted by the Board shall be irrevocable.

ARTICLE VI

PERSONAL LEAVE OF ABSENCE

1. It is agreed by and between the parties hereto that the reason set forth hereinafter shall be sufficient for a temporary leave of absence with full pay unless otherwise noted. No unused days shall be accumulated for use in any other year.
2. It is agreed by and between the parties hereto that any employee seeking a personal leave of absence hereunder shall complete the form of request attached hereto and made a part hereof, which request form shall be forwarded through the usual and normal channels. This request form shall be completed and filed prior to the taking of the "temporary leave of absence" unless for good cause same has been waived by the Superintendent of Schools. It is further understood and agreed between the parties that the granting of the personal leave of absence must be received from the Superintendent of Schools before the leave is taken regardless whether the written request form is submitted or waived in accordance with the terms set forth above. If the written request form is waived for good cause shown to the Superintendent of Schools, same is waived upon the condition that the employee shall file a written request form upon his return following the termination of the personal leave of absence.
3. It is agreed by and between the parties hereto that the following shall be the basis for a temporary leave of absence hereunder:
 - a) An allowance of up to four (4) days shall be granted to an employee because of death in his immediate family. Immediate family shall be considered as father, mother, spouse, sister, brother, child,

mother-in-law, father-in-law, sister-in-law,
brother-in-law and grandparents.

- b) An allowance of up to three (3) days shall be granted for other emergencies of a personal nature.

ARTICLE VII

ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees, upon written request of the Custodians to release to it pertinent non-privileged information as will assist the Unit to develop accurate and informed proposals concerning salary, working conditions and all other terms and conditions of employment for all representatives of the Custodian Units. It is to be noted and expected that the Board will have a reasonable time to respond to such requests, and that the Board may, at its option, fulfill such requests either by written response to the Custodial Unit or by making pertinent records available to the Custodial Unit in the Board offices. Should the latter option be exercised, the Unit may not remove any Board records from the office but copies prepared by the requesting Unit may be made. The Board shall not prepare or conduct any analysis, surveys, research or studies on behalf of the Unit's proposal considerations.
- B. Whenever any member of the Unit is required by contract language or mutual agreement to participate during working hours in negotiations, grievance proceedings, conferences or meetings, he shall suffer no loss of pay.
- C. The Custodial Unit shall have the right to use the school buildings for meetings as outlined in the Board's general policy provisions. Application forms, along with possible expenses, may be received from the central office administration. It is understood that requests for use of school facilities by the Unit shall, in no way, intend to interfere with normal school functions.
- D. The Custodial Unit shall have, in each school, use of a bulletin board in each faculty lounge and further that the Unit agrees that such notices posted on the bulletin board shall be in a professional taste.

ARTICLE VIII

WORK HOURS

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

ARTICLE IX

CUSTODIAL ASSIGNMENTS

- A. Wherever practicable, all members of the Unit shall be given tentative written notice as of June 1st of their building assignments for the forthcoming year. Final notice shall not be given later than June 30th.

Any change in assignment made after June 30th shall only occur if the Custodian involved is given reasons for said change by the Superintendent in a meeting between both parties within two (2) days after said change is made.

- B. Schedules of employees who are assigned to more than one building shall be arranged so that no such Unit member shall be required to engage in an unreasonable amount of interbuilding travel. Such employees shall be notified of any changes in their schedule as soon as practicable.
- C. Members of the Unit who may be required to use their own automobiles in the performance of their duties, and employees assigned to more than one (1) building per day, shall be reimbursed for all such travel at the rate of twelve (12¢) per mile for all driving done to respective buildings.

ARTICLE X

PROMOTIONS

- A. Promotional positions are defined as all positions on the supervisory level.

- B. Vacancies shall be adequately publicized by the Superintendent of Schools in accordance with the following procedure:
- 1) Notice shall be posted in each school building setting forth a general statement of duties and a summary of qualifications being sought for the position.
 - 2) Such notice shall be posted at least twenty (20) days prior to the last day on which applications will be accepted.
 - 3) Employees who desire to apply for such vacancies shall submit their applications in writing to the Superintendent within the time limit specified in the notice.
 - 4) Were the vacancies do occur during the summer months, the Superintendent would notify the Unit representative representing the Custodial Unit and follow the procedures outlined in steps one, two and three.
 - 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 XI

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 XII

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.

The term "party" means an aggrieved employee, his immediate superior, the school principal or any staff member below the Superintendent who may be affected by the determination of the Superintendent in connection with the procedure.

PROCEDURE

1. An aggrieved employee shall institute action under the provision hereof within thirty (30) days of the occurrence complained of, or within thirty (30) school days after he would reasonably be expected to know of its occurrence. Failure to act within said thirty (30) day period, shall be deemed to constitute an abandonment of the grievance.

2. An employee processing a grievance, shall be assured freedom from restraint, interference, coercion, discrimination or reprisal.

3. In the presentation of a grievance, the employee shall have the right to present his own appeal or to designate a representative to appear with him at any step in his appeal. A Minority Organization shall not have the right to present or process a grievance.

4. Whenever the employee appears with a representative the Board shall have the right to designate a representative to participate at any stage of the grievance procedure.

5. An employee shall first discuss his grievance orally with his immediate superior. A decision shall be rendered within five (5) days of said hearing.

6. If the grievance is not resolved to the employee's satisfaction, within five (5) days from the determination referred to in Paragraph 5 above, the employee shall submit his grievance to the Superintendent of Schools in writing specifying:

- (a) The nature of the grievance;
- (b) The results of the previous discussion;
- (c) The reason for his dissatisfaction with the determination.

7. A copy of the writing called for in Paragraph 6 above, shall be furnished to the school principal and to the immediate superior of the aggrieved employee.

8. Within ten (10) days from the receipt of the written grievance (unless a different period is mutually agreed upon) the Superintendent shall hold a hearing at which all parties in interest shall have the right to be heard.

9. Within ten (10) days of said hearing (unless a different period is mutually agreed upon), the Superintendent shall, in writing, advise the employee and his representative, if there be one, of his determination and shall forward a copy of said determination to the school principal and to the immediate superior of the aggrieved employee.

10. In the event of the failure of the Superintendent to act in accordance with the provision of Paragraphs 8 and 9, or in the event a determination by him in accordance with the provisions thereof is deemed unsatisfactory by either party - the dissatisfied party, within ten (10) days of the failure of the Superintendent to act or within ten (10) days of the determination by him, may appeal to the Board of Education.

11. Where an appeal is taken to the Board, there shall be submitted by the appellant:

(a) The writing set forth in Paragraphs 6 and 9 and a further statement in writing setting forth the appellant's dissatisfaction with the Superintendent's action. A copy of said statement shall be furnished to the Superintendent and to the adverse party.

(b) The Totowa Custodial Association, or its appropriate professional rights and responsibility committee, shall advise the Board, in writing, whether it will process the appeal on behalf of the appellant, and if it chooses not to process said appeal, it shall set forth the reasons for such decision. However, the appellant shall be privileged to process the appeal in his or her own right.

12. If the appellant, in his appeal to the Board, does not request a hearing, the Board may consider the appeal on the written record submitted to it, or the Board, may, on its own, conduct a hearing; or it may request the submission of additional written material. Where additional written materials are requested by the Board, copies thereof, shall be served upon the adverse parties who shall have the right to reply thereto. Where the appellant requests in writing a hearing before the Board, a hearing shall be held.

13. The Board shall make a determination within thirty (30) calendar days from the receipt of the grievance and shall in writing notify the employee, his representative if there be one, the immediate superior and the Superintendent; of its determination. This time period may be extended or reduced mutually between the parties.

14. In the event a grievance should be filed by any employee who is not subject to the jurisdiction of any principal or who may be answerable to more than one principal he shall discuss his grievance initially with the Superintendent and if dissatisfied, with the determination, may appeal to the Board in accordance with the provisions herein set forth.

15. All employees shall be entitled to resort to the full procedure hereinabove set forth.

ARTICLE XIII

VACATION

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

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

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

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

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

ARTICLE XIV

SEVERABILITY

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

ARTICLE XV

DURATION

This agreement shall take effect as of July 1, 1973 and continue in effect until June 30, 1975.

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: *Carmel J. Tapania*

Carmel J. Tapania
PRESIDENT

ATTEST:

TOTOWA CUSTODIAL ASSOCIATION

James Demice
PRESIDENT