

**AGREEMENT BETWEEN**

**THE**

**EAST ORANGE EDUCATIONAL SUPPORT**

**PROFESSIONALS'**

**ASSOCIATION**

**AND THE**

**EAST ORANGE BOARD OF EDUCATION**

**JULY 1, 2019**

**TO**

**JUNE 30, 2024**

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## **PREAMBLE**

This agreement is made and entered into the \_\_\_\_ day of, \_\_\_\_\_ 2019 by and between the Board of Education of East Orange, City of East Orange, in the County of Essex, a body corporate hereinafter called the "Board", and the East Orange Educational Support Staff Association, hereinafter called the "Association", witnesseth:

**Whereas**, the Board and the Association desire and intend to negotiate in good faith the terms and conditions of employment existing between the Board and the Laws of the State of New Jersey, particularly Chapter 123, Public Laws 1974; and

**Whereas**, both parties have agreed to comply with all of the terms and conditions and covenants contained in this agreement;

**Now, therefore**, in consideration of the full and faithful performance by each of the parties hereto all of the terms, conditions, and covenants herein contained, it is hereby agreed and understood between the Board and the Association, as follows:

### **ARTICLE I - RECOGNITION**

- A. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all personnel employed by the Board as follows:
1. Head Custodians
  2. Custodians
- B. Unless otherwise indicated, the term employee, when used in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as defined.

### **ARTICLE II - NEGOTIATION PROCEDURE**

The parties agree to enter collective negotiations in good faith, in accordance with Chapter 123, Public Laws 1974.

During negotiations, the Board and Association shall present relevant data, exchange points of view and make proposals and counterproposals. Copies of the budget shall be made available by the Board when completed.

Neither party in any negotiations shall exercise any control over, nor interfere with the selection of any negotiating representatives of the other party.

All meetings between the parties shall be regularly scheduled at a time mutually convenient. No such meetings shall be held during the working hours of a regular school day. No compensation shall be paid by the Board to the Association or any of its representatives in connection with such negotiations.

Should a mutually acceptable amendment to this Agreement be agreed upon, the same shall be reduced to writing and signed by the legal authorized representatives of the Board and the Association.

Before the Board adopts a change in policy which affects terms and conditions of employment of Head Custodians and Custodians, the Board will notify the Association, in writing, that it is considering such a change. The Association shall have the right to negotiate with the Board for a mutually acceptable change in said policy. Any agreement reached with the Board shall be reduced in writing, signed by the Board and the Association and becomes an addendum to this agreement.

### **ARTICLE III - GRIEVANCE PROCEDURE**

#### **A. DEFINITION**

A grievance shall mean a complaint by an employee in the bargaining unit that there has been to him/her a violation, misinterpretation or inequitable application of any of the provisions of this Agreement, or (2) that she/he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, except that the term grievance shall not apply to any matter as to which (1) a method of review is prescribed by law or by any rule or regulation of the Commissioner of Education for the State of New Jersey which has the force and effect of law, or (2) by any policy of the Board of Education, or (3) the Board of Education is without authority to act. As used in this definition, the term employee shall mean also a group of employees having the same grievance.

#### **B. PURPOSE**

1. It is understood and agreed that the Association has the right to utilize all provisions of this article and that grievances may be processed either by the employee who has been aggrieved or by the Association.
2. It is the policy of the Board and the Association that all grievances be resolved informally or at the earliest possible stage of the grievance procedure. The results of all informal resolution shall be reduced to writing with copies to all parties involved. The Board and the Association recognize that the procedure is available without any fear of discrimination because of its use.
3. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems, which may from time to time arise affecting the working conditions of the employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the grievance procedure.
4. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration, and having the grievance adjusted if it is not inconsistent with the terms of this Agreement.

#### **C. PROCEDURE**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, because of extenuating circumstances, shall be extended by mutual agreement.
2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved person, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

#### **D. SUBMISSION OF GRIEVANCE**

1. Before submission of a written grievance, the aggrieved party must attempt to resolve it informally.

2. Each grievance shall be submitted in writing on a form approved by the Board and the Association and shall identify the aggrieved party, the provision(s) of this agreement, the policy or the practice involved in the grievance, the time when and the place where the alleged events or conditions constituting the grievance existed, and if known, the identity of the person responsible for causing such events or conditions and a general statement of the grievance and redress sought by the aggrieved party.
3. A grievance shall be deemed waived unless it is submitted within thirty (30) calendar days, after the aggrieved party knew or should have known of the events or conditions on which it is based.
4. An employee or group of employees may submit grievances which affect them personally and shall submit such grievance to the building principal or immediate superior.
5. The Association may submit a grievance. If the grievance is limited to one (1) school, the grievance shall be submitted to the building principal or immediate superior.

E. **LEVELS**

1. **Level One**

An employee with a grievance shall first discuss it with his/her principal or immediate Supervisor, either privately or with the Association's Building Representative and/or an officer of the Association present, with the objective of resolving the matter informally.

2. **Level Two**

- a. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One or if no decision has been rendered within five (5) school days after presentation of the grievance, and he/she wishes to pursue the grievance, the Association shall submit it in writing to the grievant's building principal or immediate supervisor or if no decision has been rendered within the five (5) school days, the Association may submit a copy of the grievance to the Superintendent of Schools.
- b. The building principal or immediate supervisor shall respond in writing within five (5) school days. If the aggrieved person and/or Association is not satisfied with the response of the building principal or the immediate supervisor or if no decision has been rendered within five (5) school days, the Association may submit a copy of the grievance to the Superintendent of Schools within ten (10) school days after the decision of his/her building principal or immediate supervisor.

3. **Level Three**

Upon the request of the Association, the Superintendent or his/her designated representative shall confer with the aggrieved person and the Association with respect to the grievance and shall deliver to the aggrieved person and the Association a written decision no later than ten (10) school days after it is received him/her.

4. **Level Four**

- a. If the aggrieved person and/or the Association is not satisfied with the disposition of the grievance at Level Three, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Superintendent, the Association may, within ten (10) school days file the grievance in writing with the Board.

- b. Within fifteen (15) school days after receiving the written grievance, the Board shall meet with the aggrieved person, a representative of the Association and the Superintendent in an effort to resolve it.

5. **Level Five**

If the grievance is not settled to the mutual satisfaction of the parties, it may be submitted to arbitration in accordance with the rules and regulations of the Public Employment Relations Commission. For custodians, the award of the arbitrator shall be final and binding on all parties. It is understood and agreed that the arbitration must be rendered within thirty (30) days to the arbitrator. Whenever a reply in writing is required to be made within a specified time limit, failure to so reply within the time limit shall be interpreted as a denial of the grievance. Nothing contained herein shall be interpreted to deny the aggrieved of his/her right to proceed through the method of review prescribed by statute. It is mutually agreed, however, that the aggrieved must choose the method of review he/she intends to follow, it being agreed that he/she may not make use both of this grievance procedure and some other form of review he/she intends to follow.

F. **RIGHTS TO REPRESENTATION**

1. Any aggrieved person may be represented at all stages of the grievance procedure by a person of his/her own choosing, except that she/he may not be represented by a representative or an officer of any organization other than the Association. When an employee 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 except at Level One.
2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the Association or any other participant in the grievance procedure by reason of such participation.

G. **MISCELLANEOUS**

1. All documents, communications, and records dealing with the processing of a grievance shall be permanently filed separately from personnel files.
2. Any aggrieved employee shall continue to follow Board policy and administrative direction during the processing of a grievance, regardless of the pendency of any grievance, until such grievance is properly determined.
3. All meetings and hearings under this procedure shall be conducted in private and shall include only such parties as heretofore referred to in this Grievance Procedure.
4. A grievance, once it has been acted upon under the provisions of Level 4, shall not be resubmitted.
5. The Association shall be present at all steps of the grievance procedure and an employee shall not be required to discuss a grievance with the Board without having Association representation present.

**ARTICLE IV - EMPLOYEE RIGHTS**

Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every eligible employee of the Board shall have the right to organize, join and support the Association for the purpose of engaging in collective negotiations.

The terms "eligible employees" or "eligible employee" herein shall mean those persons covered by this Agreement.

There shall be no discrimination, interference, restraint, or coercion by the Board or of its agents or representatives against any eligible employee because of his/her membership in the Association or because of any lawful activities by such employee on behalf of the Association; and the Association shall not solicit membership in the Association, or payment of dues during working hours.

Eligible employees have the right to expect to be informed about matters, which could affect their employment.

No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates. Such insignia, however, shall be of reasonable size and shall note only identification of membership.

Employees shall immediately report cases of assault suffered by them in connection with their employment to their principal or other immediate supervisor.

## **ARTICLE V - ATTENDANCE**

### **A. ATTENDANCE PROCEDURES**

#### **1. Custodians**

- a. The following procedures shall apply when absences exceed an average of one (1) day per month or when tardiness exceed three (3) instances per month.
- b. The initial step shall be initiated when the tardiness or absences occur as noted above. Step 2 and beyond shall be instituted if no improvement is shown in the tardiness or attendance record or if tardiness or absenteeism continues.

Step 1: Conference shall be held and a memorandum-regarding same shall be placed in the personnel file.

Step 2: A conference shall be held which shall result in of the following: a verbal reprimand and/or written memo.

Step 3: A written reprimand being placed in the personnel file.

Step 4: In the case of continual tardiness, each fifteen (15) minutes or portion thereof shall result in the docking of pay at a rate equal to the regular hourly rate. In the case of absences, the nature and extent of the disciplinary action shall be at the discretion of the Board.

Step 5: Step 1 and above shall be repeated. The above procedures shall not apply to long term absences five (5) or more consecutive days due to illness. The above procedures shall not apply to absences due to death in the family, jury duty, worker's compensation or military reserve training.

- c. The above shall apply only in those instances where the employee has been late no more than five minutes, three (3) or fewer times — this applies for reporting to work.

- d. All such additional vacation days shall be available for use as of July 1, following the year in which they are earned and may be taken immediately or accumulated without limit. Such days shall be requested and approved in the same manner as all other requests for vacation.

- e. The above procedure shall not apply to jury duty, military reserve training, workers' compensation and approved vacation days.

f. Grievances under this Article shall be excluded from the Arbitration Provisions of Article III.

g. The Board will not act in an unfair manner.

## **B. CUSTODIAL EMPLOYEES**

For any employee hired prior to June 30, 2011, the Board will implement an attendance incentive program which will provide for a payment of \$225.00 for Perfect Attendance (No sick and/or personal days.) and \$100.00 for those employees who use no more than one day (sick and/or personal).

## **ARTICLE VI — SICK LEAVE**

Definition of Sick Leave: Sick leave is defined to mean the absence from his or her post of duty, of any person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household. N.J.S.A. 18A:30-1.

### **A. Custodians**

1. Absence for personal illness shall be allowed with full pay not exceeding twelve (12) working days in any school year from July 1<sup>st</sup> to June 30<sup>th</sup>.
2. Each custodial employee shall be entitled to twelve (12) sick days per year, which shall be accumulative without limit.
3. Absences on sick leave shall always be charged to the first twelve (12) days allowance for the current school year under sub-section "B.1" until it is fully utilized and thereafter to the accumulative credit to the extent such credit is available.
4. In all absences under this section totaling three (3) or more consecutive school days, the employee must file a physician's certificate with the Division of Labor Relations and Employee Services by way of the Supervisors of Custodial and Maintenance Services.
5. The Board reserves the right to require a doctor's certificate after one (1) day's absence due to illness.

## **ARTICLE VII - BEREAVEMENT**

### **A. Custodians**

1. A maximum of five (5) school days without loss of pay will be allowed for absences due to death in the immediate family, or of nearest relative who is a member of the household, in each school year in each case. Immediate Family includes, mother, father, mother-in-law, father-in-law, sister, brother, wife, husband, son or daughter. A nearest relative who is a member of the household includes anyone who resides within the same family unit as the employee and who is a member of the employee's family. A maximum of three (3) school days shall be granted for the death of a grandparent.
2. In the case of the death of a more distant relative not specified in sub-section "1" above, or of a close friend, absence shall be permitted under the personal leave provisions set forth in Article XVIII, below.



## **ARTICLE VIII – EXTENDED LEAVES OF ABSENCES**

### **A. MATERNITY LEAVE**

1. The Board shall grant maternity/disability and child rearing leaves subject to the provisions of the Federal and State Family Leave Acts.
2. It is expected that such leaves will commence no later than the start of the eighth (8<sup>th</sup>) month of pregnancy unless the employee presents a statement from her physician stating that she is physically capable of continuing her employment beyond that time, in which event she shall be permitted to continue to such time as may be certified by her physician to be safe.
3. Should the Board question the statement of the employee's physician, it may require the employee to submit to an examination by a physician designated by the Board.
  - a. The employee's attending physician shall discuss the situation with the Board's designee.
  - b. If there is a difference of opinion between the employee's attending physician and the physician designated by the Board as to the ability of the employee to continue to work, the Essex County Medical Society shall designate an impartial third physician to make an examination and his/her determination shall be conclusive and binding on the parties.
  - c. The employee and the Board shall share any expense of the examination by a third (3<sup>rd</sup>) physician, not covered by the employee's health insurance, equally.
4. Employees returning from pregnancy leaves of absence shall be entitled to all benefits to which aides returning from other types of sick or disability leave would be entitled

### **B. CHILD REARING LEAVE**

The Board will grant child-rearing leaves without pay to any employee upon request if the employee complies with the following requirements and conditions.

1. In cases where both the husband and wife may be employees in the school system, only one (1) of said persons shall be entitled to such leave.
2. In the case of female employees, the application for child rearing leave will become effective immediately upon termination of the pregnancy leave.
3. Child rearing leave will be for a period of up to one (1) year immediately following the birth or adoption of the child, but such leave may, at the option of the Board, upon the request of the employee, be extended for an additional year. Requests for extensions of such leaves must be made at least two (2) months prior to the expiration of the first year thereof.
4. Where the adoption of the child is anticipated during the last two (2) months of the school year or new semester and a child rearing leave is being requested, the child rearing leave must commence at the start of the school year or new school semester.
5. A child rearing leave approved by the Board must extend through the end of the school year in which it is taken.

6. Application for child rearing leave shall be filed at least two (2) months before the anticipated birth or adoption of the child.
7. An employee returning from a child rearing leave may be assigned to any position decided upon by the Superintendent.
8. A child rearing leave granted to an employee who has less than four (4) years of service will not be extended beyond the end of the contract year in which the leave is obtained.

C. **STATE/FEDERAL FAMILY LEAVE ACT** (The following is for information only and shall not be subject to the grievance procedure)

1. Employees who have worked at least 1000 hours in the twelve (12) months prior to the leave are entitled to twelve (12) weeks of unpaid leave in any twelve (12) month period for childbirth; adoption, foster care placement, or the serious illness of a child, parent, spouse, or self.
2. Employees who take such leave are entitled to the employer paid group health benefits they had prior to the leave period.
3. Employees who request such leave must submit medical certification of the reason for the leave.
4. The leave may be taken in blocks of time as required by the condition causing the leave; i.e., consecutively, intermittently, or on a reduced work schedule.
5. Employees who return from such leave are entitled to be placed in the same or an equivalent position.
6. Employees are required to give thirty (30) days advance notice of the leave, when such leave is foreseeable.

D. **MILITARY LEAVE**

Absence for military reserve training shall be allowed with full pay, provided that such leave is required by military orders and such orders are filed with the Business Administrator.

Employees who have such obligations should arrange this duty during vacation periods if possible.

Leave for military training will be approved by the Superintendent or his designee. Employees required to report to the Draft Board shall be allowed one (1) day's absence only for such purpose, with full pay.

E. **ABSENCE FOR JURY DUTY**

There shall be no salary deductions for an employee of the Board if that employee is absent due to service on a Grand or Petit Jury.

F. **OTHER LEAVES OF ABSENCE**

Other leaves of absence, without pay or benefits, maybe granted by the Board for good Reasons for up to one year.

All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave, shall recommence upon his/her return, and he/she shall be assigned, whenever possible, to the same position which he/she held at the time said leave commenced.

All extensions or renewals of leaves shall be applied for in writing to the Director of Labor Relations and Employee Services.

G. **MISCELLANEOUS**

Any employee's extended leave of absence shall, in the event that he/she exercises his/her right to return at the end of such leave, be entitled to return to a position in the District substantially equivalent to the one he/she held prior to going on leave. The Board shall grant previously accumulated unused sick leave to all returning employees.

**ARTICLE IX - HEALTH BENEFITS**

A. **MEDICAL:**

The Board shall continue the same insurance contract for all employees as in effect for the previous school year. The Board shall contribute to the Group Health Insurance premium for the individual or family plan the School Employees Health Benefits Plan. All employees shall contribute at least 1.5% of their base salary to the cost of premium.

B. **PRESCRIPTIONS:**

1. The Board shall provide a prescription plan, as established by the School Employees Health Benefits Plan for the employee and family (dependents to age 23), inclusive of contraceptives, with co-pays as determined by the Plan. The carrier shall be The School Employees Health Benefits Plan or its equivalent. The Board and the Association agree to encourage all employees to use the mail-in program for prescription drugs.

C. **DENTAL:**

1. The Board agrees to provide all members of this unit with an employee only dental plan.
2. All employees will have the option to purchase dental coverage, at their expense for their dependents at the Board's group rate.

D. **LIABILITY INSURANCE**

The Board shall carry liability insurance to protect all employees from financial loss arising out of any claim, demand, suit or judgment by reason of alleged negligence of other act resulting in accidental bodily injury to any person within or throughout the school building provided such employee at the time of the accident or injury was acting in the discharge of his/her duties, within the scope of his/her duties within the scope of his/her employment, and/or under the direction of the Board of Education.

**ARTICLE X - DEDUCTION FROM SALARY**

- A. The Board agrees to deduct from the salaries of its support staff employees, the East Orange Educational Support Staff Professionals' Association, the Essex County Education Association, the New Jersey Education Association and the National Education Association, or one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct.
- B. Each of the Associations named shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

## **ARTICLE XI - MISCELLANEOUS PROVISIONS**

### **A. COMPLIANCE BETWEEN INDIVIDUAL CONTRACT & MASTER AGREEMENT**

Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

### **B. SEPARABILITY**

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.

### **C. PRINTING OF AGREEMENT**

The Board shall provide each employee with an electronic copy of this agreement.

### **D. TRAVEL RATE:**

Employees who are required to use their own automobiles in the performance of their duties shall be reimbursed for all such travel at the OMB rate.

## **ARTICLE XII - DEFINITION OF AUTHORITY**

### **A. Board of Education**

The Board of Education is the legal agent of the public and it is appointed to efficiently manage the people's public schools. This Board is the final authority under whom all school employees function.

### **B. Head Custodian**

The work performed by the custodial staff in each public school is directed by the Board of Education appointed employee known as Head Custodian. He/she not only directs the work in his/her assigned building but he/she is also assigned regular custodial duties to perform. He/she is not only directly responsible to the Supervisors of Custodial and Maintenance Services for the efficient performance of work schedules assigned to himself/herself and other workers, but to the Principal of the School for the general tone and appearance of the Buildings and Grounds under his/her jurisdiction.

## **ARTICLE XIII - TEMPORARY ABSENCES AND LEAVES**

### **A. General Policy**

1. Under no circumstances shall any person be absent from work without the knowledge of the Head Custodian. The Head Custodian shall notify the Supervisors of Custodial and Maintenance Services and the building principal of such absences.
2. When any Custodian is absent, he/she shall notify the Head Custodian before his/her scheduled starting time. Employees working out of the Service Building shall notify the Supervisors of Custodial and Maintenance Services before his/her scheduled starting time.

3. The following rules pertaining to absence shall apply to all staff members.

**B. Types of Absences and Leave**

**1. Accidents on School Property**

- a. Absence of employees who have been injured while on duty will not count against their sick leave provided:
  1. Employee reports said accident to his/her supervisor before the end of the working day.
  2. Employee is under the care of a doctor authorized by the Board of Education and provides doctor's note prior to returning to work.
  3. In the case of prolonged injury or illness, notification of intent to return to work must be made every thirty (30) days.

**2. Illness in the Family**

- a. Where personal presence is requested by a physician, because of the critical illness of (1) an employee's spouse, child, a parent, father-in-law, mother-in-law, brother, sister, or (2) any other person living in the employee's immediate family household, absences will be allowed with pay for a total period of five (5) days each year, cumulative to a maximum of five (5) days.

**3. Quarantine**

- a. Absences due to quarantine on account of exposure to a contagious disease, shall be allowed with pay.
- b. A certificate from a doctor indicating the need to quarantine due to contagious disease shall be filed with LRES for all absences due to quarantine under this section.

**3. Personal Leave**

- a. A maximum of two (2) workdays per year shall be allowed with pay for the discharge of important personal matters, family business, legal and religious responsibilities that cannot be handled outside of regular work hours, or for other personal emergencies. All employees are required to give twenty-four (24) hours notice to the Head Custodian in advance of such leave.<sup>1</sup> Personal Leave shall not be allowed during the first two (2) weeks of school, during the last two (2) weeks of school, nor on the day immediately preceding or following a holiday or vacation period.
- b. All unused personal leave shall be added to available personal illness days at the end of the year.

**5. Public Obligations**

- a. Employees shall be permitted to be absent with pay when it is necessary for the purpose of performing jury duty, giving testimony in court, and performing other public duties, obligations or services as required by subpoena. The subpoena shall be filed with the Director of Labor Relations and Employee Services.
- b. If the employee is a party to a suit, absences from work in that connection shall be granted subjected to the provisions for personal leave.

<sup>1</sup> This restriction shall not apply to absences for death of a distant relative pursuant to Article VI(B).

- c. Custodians working on second shift (3:00 P.M. – 11:00 P.M.) shall report to work at 6:00 P.M. on days for which they have jury duty.
- d. Staff who experience particular hardship shall discuss the matter with the Director of Labor Relations and Employee Services who shall consider the individual circumstances and provide appropriate relief where warranted.

6. **Religious Holidays**

- a. Religious holidays where religious responsibilities cannot be handled outside of regular work-hours will be provided for by personal leave as given above.

7. **Holidays**

- a. New Year's Day  
Martin Luther King's Birthday  
Good Friday  
Washington's Birthday  
Memorial Day  
Independence Day (Except Saturday)  
Labor Day  
NJEA Convention Days - (Four (4) Officers or Designees)  
[President, Vice President, Secretary, Treasurer]  
Thanksgiving Recess - (Two (2) days)  
Christmas Recess
- b. Whenever an employee is required to work on any of the holidays, he/she shall receive time and one-half his/her regular salary in addition to his/her normal day's pay for said holiday.
- c. Officers attending the NJEA Convention shall be eligible for attendance incentives.

8. **Resignation or Retirement**

Any employee who resigns or retires, who has accrued vacation days in the previous year but has not yet used such days, may be permitted to take the balance of such days, not to exceed the number of days normally allowed from the first day of the fiscal year, as a vacation immediately preceding the date of resignation or retirement.

**ARTICLE XIV - WORK HOURS AND OVERTIME RATES**

The normal starting and ending hours of work for custodians will be as required by the Board through its administrators/supervisors, after consultation with the Head Custodian assigned to the facility. Custodians shall work eight (8) hours per day. The eight (8) hours per day include one-half hour allowed for lunch or supper.

A. **Lunch**

Custodians shall be permitted to leave their building during their lunch period provided someone is left to watch the building. It is understood that employees shall be entitled to one-half (1/2) hour duty-free lunch period. Lunch period will be assigned by the Head Custodian.

B. **Absence Without Leave**

Employees taking any time off from work except for sickness or injury without permission from his/her supervisor, will be considered absent without leave and subject to disciplinary action.

C. **Overtime Rates**

1. All employees shall receive time and one-half their regular hourly rate for all work in excess of eight (8) hours per day.
2. Anyone called in on an emergency basis will be paid for the time actually worked.

D. **Seniority**

The seniority provision in the contract shall only apply to those custodians who were employed prior to June 2, 1991.

Seniority shall prevail in layoffs.

E. **Transfer**

1. The Board agrees that no custodian shall remain in an acting head custodian position for more than six (6) consecutive months; s/he shall either be appointed or removed on or before the expiration of the six (6) month period.
2. It is understood and agreed that a position shall be deemed vacant when the incumbent has resigned, retired, has been demoted, terminated or separated or has otherwise permanently left or been removed from the position as a head custodian.
3. Nothing in this section shall limit or otherwise restrict the right of the Board to create, abolish, fill or otherwise manage the position of head custodian.

F. **Work Week/Day**

1. The workweek shall be defined as any five (5) days of the week, Sunday through Saturday. This provision shall apply to any and all custodians employed thirty (30) days after the ratification of the July 1, 2001 - June 30, 2004 agreement. The work week may be changed by the Board with ten (10) days prior written notice for custodians affected by this provision.
2. The workday shall consist of any period of eight (8) consecutive hours. This provision shall apply to any and all custodians employed on or after July 1, 1998. The workday may be changed by the Board with ten (10) days prior written notice for custodians affected by this provision.
3. The night shift differential shall be paid to employees whose regular work assignment requires 50 per cent or more of their work hours after 3 p.m.

G. The President of the Association shall be granted release time to conduct Association business upon notifying the principal. Such time is not to exceed five (5) hours per month.

H. The President of the Association shall be entitled to release time in addition to that specified in Paragraph G above, subject to the prior approval of the Superintendent of Schools or his/her designee.

**ARTICLE XV - COMPENSATION & EXTRA COMPENSATION**

A. **Black Seal License Bonus:** A one-time bonus of \$ 1,000 shall be paid to all custodians who obtain a black seal/boiler operator license during the term of this agreement.

**B. Longevity:**

\$645 after 20 years of service

\$895 after 25 years of service

**C. Differential for Heads**

Type 1 School \$1,950 per year

Type 2 School \$2,150 per year

Type 3 School \$2,350 per year

Type 4 School \$2,550 per year

Type 5 School \$3,300 per year

**D. Shift Differentials**

A. Differential for 2nd Shift \$910 per year

B. Differential for Acting Head - \$20.00 per day

**E. All Head Custodians shall possess a black seal/boiler operator license.****F. DIFFERENTIAL FOR HEADS BY FACILITY**

Type 1 17,000-80,999 sq. ft.	Type 2 81,000-99,999 sq. ft.	Type 3 100,000-148,999 sq. ft.	Type 4 149,000-194,999 sq. ft.	Type 5 195,000+ sq. ft.
Fresh Start High & Enrollment Center (combined total =17,550 sq. ft.)	Tyson Elem. (84,920 sq. ft.)	Bowser School (100,000 sq. ft.)	STEM Academy (149,000 sq. ft.)	Tyson M/H (197,084 sq. ft.)
Althea Gibson Academy (22,600 sq. ft.)	Banneker Academy (91,505 sq. ft.)	Houston Academy (103,000 sq. ft.)		Campus High (260,000 sq. ft.)
Jackson Academy (35,300 sq. ft.)	Warwick Institute (99,000 sq. ft.)	Fresh Start Middle/Service Building/Early Childhood/Carver (combined total =102,800 sq. ft.)		
Wahlstrom Academy (39,000 sq. ft.)		Truth (112,000 sq. ft.)		
Cochran Academy (50,000 sq. ft.)		Costley (128,888 sq. ft.)		
199 4 <sup>th</sup> Avenue (50,000 sq. ft.)		Hughes School (101,805 sq. ft.)		
Parks Academy (50,000 sq. ft.)				
Louverture (60,000 sq. ft.)				
Garvin School (75,853 sq. ft.)				
Healy (80,000 sq. ft.)				



## **ARTICLE XVI - CONDITIONS OF EMPLOYMENT**

### **A. VACANCIES**

1. An attempt will be made to fill all vacancies from the ranks before seeking outside applicants. The Board will give as much advance notice of vacancies as is possible and all replies to said notices must be in writing.
2. The Board agrees to post Head Custodian positions when they become vacant. A copy of the posting shall be sent to the Association and a copy shall be provided for posting in each facility to which custodians are assigned.
3. Custodians who wish to apply for such Head Custodian positions shall submit a letter of application or Request for Transfer form to the Office of the Superintendent.
4. All actions of the Board with regard to the posting of Head Custodian positions shall not be grievable or arbitrable.

### **B. DISCIPLINARY ACTION**

1. All warnings for offenses shall be in writing with copies to the affected employee and the Association. The warning shall contain the nature of the offense as well as an indication of the extent of the disciplinary action.
2. The rules and regulations shall apply to custodial employees of the Board of Education, and the penalty for any serious infractions of these rules and regulations shall be as follows:
  - a. first offense - written warning
  - b. second offense - one (1) to three (3) days suspension without pay
  - c. third offense - three (3) to five (5) days without pay
  - d. fourth offense - discharge
    1. Discharge shall be for unsatisfactory job performance.<sup>2</sup>
    2. After due warning from the supervisor to the employee.
    3. The Association shall be notified, in writing, of a discharge within three (3) days.
3. The employee shall have the right to representation at any meeting with the supervisor, if such meeting will result in disciplinary action.

C. **CUSTODIAL HANDBOOK**: The Custodian's handbook will be provided to each custodian and he/she shall be responsible for carrying out the instructions therein.

## **ARTICLE XVII - UNIFORMS**

- A. **FOUL WEATHER GEAR**: The Board agrees to place in each school adequate foul weather gear appropriate in size for employees in that location.
- B. **UNIFORMS**: The Board of Education will provide seven (7) uniforms for all employees. It shall be the responsibility of the employee to clean the uniforms.
- C. **IDENTIFICATION**: The Board of Education will provide identification cards with pictures for all employees.

<sup>2</sup> Examples: excessive tardiness, excessive absenteeism, theft, drinking on the job or no-shows.

- D. **SHOES**: The Parties agree that the allowance for steel toe boots for Custodians shall be \$60.00 annually.

## **ARTICLE XVIII - RESPONSIBILITIES**

A. **Property**

1. During severe weather conditions, all Head Custodians shall report to their buildings and investigate any damages that may occur in the building as a result of such weather conditions. It shall be the Head Custodians' duty to attend to boilers whenever necessary and to protect all parts of the building from freezing.
2. Custodians will perform all duties as required by the Supervisors of Custodial and Maintenance Services.

B. **Emergency School Closings**

1. Custodians who do not work on any day when schools are closed for an emergency shall not be paid and shall be docked an amount equal to one (1) day of pay.
2. Weather-Related State of Emergency: Personnel who are required to work on any day when schools are closed for a weather-related state of emergency shall be paid 1.5 times their salary, in addition to their regular day of pay.
3. Non-Weather Related State of Emergency and/or Public Health Emergency: Personnel who are required to work on any day when schools are closed for a public health emergency and/or non-weather state of emergency shall be paid 1.5 times their salary, in addition to their regular day of pay for up to forty (40) work-days per year (not to be rolled over). In the event that the public health emergency and/or non-weather state of emergency exceeds forty (40) work-days, Personnel who are required to work shall be paid straight time beginning with the forty-first work day.
4. No custodian shall be required to work and shall be paid their regular salary on any day when the Governor orders citizens not to leave their homes.

C. **Safety**

The Custodial employees are responsible, in a great measure, for the safety of the people who use the buildings and grounds. They must continuously be alert to such hazards and loose panes and glass, defective stairs and sidewalks, slippery hallways, poor electrical connections, unprotected oily rags in storeroom closets, and ineffective fire prevention equipment as well as for fire hazards of all kinds.

D. **Performance of Duties Listed on Work Schedules**

All custodial employees are responsible for adequately performing all assignments listed on the work schedules.

E. **Building Checks**

Custodians who are assigned to conduct building checks shall be paid for the time actually worked at the rate of time and one-half

1. **PROCEDURES FOR BUILDING CHECKS (FOR INFORMATION ONLY)**

The procedures outlined below must be followed by all custodians who are assigned the responsibility for conducting building checks.

1. Check boiler operations, using the boiler room check list.
2. Conduct a complete inspection of the inside of the building, paying particular attention to signs of water leaks and break-ins or vandalism AND take appropriate action to correct the problem.
3. Conduct a complete inspection of the outside of the building, with particular attention to broken windows or doors, open windows or doors, graffiti, or any other unusual conditions, as follows:
  - a. Any broken windows or doors which can be used to gain access into the building must be secured.
  - b. Remove all offensive graffiti; e.g., profanity, etc.
4. Conduct a complete inspection of the building grounds and clean all debris as necessary.
5. Any special projects which the Head Custodian wishes to have completed during the building check time period must be approved by the Custodial Supervisor, after consultation with the Head Custodian.
6. The timing of building checks will be jointly determined by the Supervisors of Custodial and Maintenance Services and the Head Custodian, during daylight hours.
7. All custodians who are assigned to conduct building checks must punch-in and punch-out. If the time clock is not working or is not accessible, custodians must sign-in and sign-out.
8. Any custodian who encounters a special problem or condition while conducting a building check must contact the central security office. Security will contact the necessary supervisor. The custodian should remain at the building until s/he receives instructions about what to do.
9. Custodians who are assigned to conduct building checks shall be entitled to additional pay for travel time based on their city of residence, as follows:

<b>East Orange</b>	10 minutes
<b>Cities next to East Orange</b>	20 minutes
<b>Other cities</b>	30 minutes

#### **ARTICLE XIX - TENURE**

**See 18A:17-3.**

#### **ARTICLE XX - VACATIONS**

- A. Up to one (1) year, one (1) working day per month up to a maximum-of ten (10) working days; from one (1) to eight (8) years, ten (10) working days; from nine (9) to seventeen (17) years, fifteen (15) working days; eighteen (18) years and over, twenty (20) working days.
- B. Vacation shall be scheduled throughout the year based on seniority with the approval of the Head Custodian in each school.

#### **ARTICLE XXI - MISCELLANEOUS**

**A. Break**

All custodians will be allowed a fifteen (15) minute as determined by their supervisor. Employees must stay on the job during break.

**B. Check Cashing Language**

1. For Information Only: On those days which the Board of Education designates as pay days, custodians may combine their 30 minute lunch or supper period with a 15 minute break period for the purpose of transacting personal business related to cashing their pay checks.
2. This arrangement shall be subject to the prior approval of the building administrator. Such approval shall not be unreasonably or arbitrarily withheld. Decisions related to the granting or denial of this arrangement shall not be subject to the grievance procedure.

**APPENDIX A – CUSTODIAL SALARY GUIDES****YEAR 1****2019-20 EOESPA****Salary Guide**

<b>Step</b>	<b>Custodian</b>	<b>Custodian OG</b>
<b>1</b>	32,636	34,016
<b>2</b>	33,171	36,190
<b>3</b>	33,506	36,742
<b>4</b>	33,941	36,844
<b>5</b>	34,594	37,238
<b>6</b>	35,246	37,278
<b>7</b>	35,898	38,089
<b>8</b>	36,768	38,366
<b>9</b>	37,638	39,110
<b>10</b>	38,725	40,323
<b>11</b>	39,813	41,517
<b>12</b>	41,009	44,742
<b>13</b>	42,205	
<b>14</b>	43,401	
<b>15</b>	44,597	
<b>16</b>	46,010	
<b>17</b>	47,532	
<b>18</b>	50,642	

**YEAR 2****2020-21 EOESPA****Salary Guide**

<b>Step</b>	<b>Custodian</b>	<b>Custodian OG</b>
<b>1</b>	32,861	34,966
<b>2</b>	33,396	37,140

3	33,731	37,692
4	34,166	37,794
5	34,819	38,188
6	35,471	38,228
7	36,123	39,039
8	36,993	39,316
9	37,863	40,060
10	38,950	41,273
11	40,038	42,467
12	41,234	45,692
13	42,430	
14	43,626	
15	44,822	
16	46,235	
17	47,757	
18	51,592	

**YEAR 3****2021-22 EOESPA****Salary Guide**

Step	Custodian	Custodian OG
1	33,111	35,584
2	33,646	37,758
3	33,981	38,310
4	34,416	38,412
5	35,069	38,806
6	35,721	38,846
7	36,373	39,657
8	37,243	39,934
9	38,113	40,678
10	39,200	41,891
11	40,288	43,085
12	41,484	46,310
13	42,680	
14	43,876	
15	45,072	
16	46,485	
17	48,007	
18	52,210	

**Year 4****2022-23 EOESPA****Salary Guide**

Step	Custodian	Custodian OG
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<b>2</b>	33,907	38,583
<b>3</b>	34,242	39,135
<b>4</b>	34,677	39,237
<b>5</b>	35,330	39,631
<b>6</b>	35,982	39,671
<b>7</b>	36,634	40,482
<b>8</b>	37,504	40,759
<b>9</b>	38,374	41,503
<b>10</b>	39,461	42,716
<b>11</b>	40,549	43,910
<b>12</b>	41,745	47,135
<b>13</b>	42,941	
<b>14</b>	44,137	
<b>15</b>	45,333	
<b>16</b>	46,746	
<b>17</b>	48,268	
<b>18</b>	53,035	

**Year 5****2023-24      EOESPA****Salary Guide**

<b>Step</b>	<b>Custodian</b>	<b>Custodian OG</b>
<b>1</b>	33,671	37,309
<b>2</b>	34,206	39,483
<b>3</b>	34,541	40,035
<b>4</b>	34,976	40,137
<b>5</b>	35,629	40,531
<b>6</b>	36,281	40,571
<b>7</b>	36,933	41,382
<b>8</b>	37,803	41,659
<b>9</b>	38,673	42,403
<b>10</b>	39,760	43,616
<b>11</b>	40,848	44,810
<b>12</b>	42,044	48,035
<b>13</b>	43,240	
<b>14</b>	44,436	
<b>15</b>	45,632	
<b>16</b>	47,045	
<b>17</b>	48,567	
<b>18</b>	53,935	

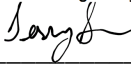

**DURATION OF AGREEMENT**

This contract shall encompass the understandings between the parties as an Agreement to take effect July 1, 2019 and continue in effect until June 30, 2024.

This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated.



In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

**FOR THE BOARD**

DocuSigned by:  
  
231154BF89B146F...  
DocuSigned by:  
  
6CB907DF7348493...

**DATE**  
May-04-2023  
  
Apr-25-2023

**FOR THE ASSOCIATION**

DocuSigned by:  
  
DEDF80A395D34A4...  
DocuSigned by:  
  
BB323E71DED947C...

**DATE**  
May-10-2023  
  
May-03-2023