

*Contract no. 1205*

**ARTICLES OF AGREEMENT**

**BY AND BETWEEN**

**THE BOARD OF EDUCATION OF  
THE BOROUGH OF TOTOWA**

**AND**

**THE TOTOWA EDUCATIONAL  
CUSTODIAL ASSOCIATION**

**JULY 1, 1992 TO JUNE 30, 1994**

## 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 EDUCATIONAL CUSTODIAL ASSOCIATION, hereinafter referred to as the "ASSOCIATION" agree as follows:

### ARTICLE I RECOGNITION

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

### ARTICLE II SUCCESSOR CLAUSE

The Board and the Association agree to begin 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 attached in Appendix A, is hereby adopted.

#### OVERTIME

The Board agrees to pay overtime at the rate of time and a half for work beyond the normal work week or on a day off with a guaranteed minimum of at least one hour for any overtime worked.

Overtime worked on a Sunday or holiday as specified in the list included in Article XV of this contract shall be compensated at the rate of double time.

#### SALARY DIFFERENTIAL

There shall be a salary differential for the Head Custodian and Maintenance Man. This differential is to be added to the base salary.

<u>1992-1993</u>	<u>1993-1994</u>
\$2,500.00	\$2,500.00

## SERVICE AWARD

Subsequent to the twentieth (20th) year of service to the Totowa Public Schools an employee will be awarded a service stipend of \$500.00 which is non-cumulative.

## ARTICLE IV

### FRINGE BENEFITS

#### HOSPITALIZATION

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

#### DENTAL PLAN

The Board of Education agrees to provide the same dental plan consistent with that offered to other employee units.

#### PRESCRIPTION PLAN

The Board of Education agrees to provide the same prescription plan consistent with that offered to other employee units.

#### WORKSHOES

Each member of this unit is entitled to an allowance for work shoes in an amount not to exceed \$75.00 or the Board will provide work shoes.

#### BOILER LICENSE

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

#### PAYMENT OF SICK LEAVE UPON RETIREMENT

At retirement each employee may cash in unused sick days at a value of fifty percent (50%) of their per diem rate of pay to a maximum of \$3,000.00. Request for payment must be made prior to the budgeted year of retirement. Payment will be made upon retirement in one lump sum or apportioned at the request of the employee. The per diem rate will be calculated at one two hundred sixtieth (1/260th) of the annual salary.

## ARTICLE V

### 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**

1. A twelve (12) month employee shall be granted twelve (12) days accumulated sick leave.

a) 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.

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 five (5) consecutive days, shall at this time, file with the Superintendent, a certificate from their physician attesting to the illness and necessity for the absence.

5. In case of absence of ten (10) consecutive school days or, a more written certificate 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 employee 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 a twelve (12) month contract, one two hundred sixtieth (1/260) 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 thereof. 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. Four (4) days with pay shall be granted in emergencies of a personal nature.

2. Unused personal days shall be accumulated as sick days.

3. 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.

4. 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 before the leave is taken regardless whether the written request form is submitted or waived in accordance with the terms set forth. 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 judgement, the absence of a sufficient number of employees would cause undue hardship on the efficient operation of the schools.

#### C. BEREAVEMENT PERSONAL LEAVE

It is agreed by and between the parties hereto that the following shall be the basis for a bereavement personal leave of absence.

1. 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 mother, father, spouse, sister, brother, child, mother-in-law, father-in-law, sister-in-law, brother-in-law, grandparents and grandchildren.

a. Anyone making his or her home with the family.

### ARTICLE VI

#### ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees, upon written request of the employees to release to it pertinent non-privileged information as will assist the Unit to develop accurate and informed proposals concerning salary, working conditions of employment for all representatives of the Custodial Unit. It is to be noted and expected that the Board will have a reasonable time to respond to such requests by either 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 professional taste.

## ARTICLE VII

### WORK HOURS

A. Employees are expected to devote to their assignment 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.

B. On a snow day when the schools are closed, employees may leave work if all snow has been removed after five (5) hours of work at the discretion of the Chief School Administrator.

## ARTICLE VIII

### 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 employee involved is given reasons for said change by the Superintendent in a meeting between both parties within two (20) 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 schedules as soon as practicable.

C. Members of the Unit who may be required to use their own automobile 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 the Federal Government's allowance per mile for the use of their vehicle for all driving done to respective buildings.

## **ARTICLE IX**

### **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 to the Superintendent within the time limit specified in the notice.

4. Were the vacancies to occur during the summer months, the Superintendent would notify the Unit representative of 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 a temporary or permanent basis.

## **ARTICLE X**

### **EMPLOYEE'S ANNUAL EVALUATION**

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

B. Employees 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 in April.

## **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-tenured employee.

The term "employee" shall mean any regularly employed individual receiving compensation from the Board.

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 with 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 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 to the school principal 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 of a determination by him in accordance with the provisions thereof is deemed unsatisfactory by either party, the 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 Educational 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 for 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 request 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 is 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 herein above set forth.

## **ARTICLE XII**

### **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 week vacation.
3. Those employed for ten years shall be granted four 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 (10) days.

All full-time employees must adjust their vacation periods according to the demands of the 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 may be taken during the months of July and August and when school is NOT in session as approved by the Superintendent.

## **ARTICLE XIII**

### **SCHOOLING/IN-SERVICE**

When the Board requires an employee to attend any school, workshop or training, it shall pay the cost of the training and will consider the time to be time worked on the job.

## **ARTICLE XIV**

### **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 on full force and effect.

**ARTICLE XV**

**HOLIDAYS**

The holiday calendar is agreed to consist of the following fifteen (15) individual holidays.

Independence Day	First Workday after Christmas
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Veterans Day	Lincoln's Birthday
Thanksgiving	Washington's Birthday
Day after Thanksgiving	Good Friday
Christmas Eve	Memorial Day
Christmas Day	

**ARTICLE XVI**

**NJEA CONVENTION**

The Board of Education will allow the TECA to select one (1) member of its organization to attend the November NJEA Convention. The attendee shall be required to submit registration documentation as evidence of attendance at the conference.

**DURATION**

This agreement shall be in effect as of July 1, 1992 and continue in effect until June 30, 1994.

**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

\_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS  
VIKTOR J. JOGANOW

\_\_\_\_\_  
PRESIDENT  
SHARON MASKLEE

ATTEST:

TOTOWA EDUCATIONAL  
CUSTODIAL ASSOCIATION

\_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS  
VIKTOR J. JOGANOW

\_\_\_\_\_  
WILLIAM HEEREMA

\_\_\_\_\_  
DATE

\_\_\_\_\_  
WALTER PLOG

### CUSTODIAL SALARY GUIDES

	<u>1992-1993</u>	<u>1993-1994</u>
Step 1	22,261.00	23,761.00
Step 2	23,300.00	24,800.00
Step 3	24,340.00	25,840.00
Step 4	25,379.00	26,879.00
Step 5	26,418.00	27,918.00
Step 6	27,458.00	28,958.00
Step 7	28,497.00	29,997.00
Step 8	29,987.00	31,487.00