

**AGREEMENT**

**BETWEEN THE**

**SADDLE BROOK BOARD OF EDUCATION**

**AND THE**

**SADDLE BROOK CUSTODIANS AND MAINTENANCE ASSOCIATION**

**FOR THE**

**SCHOOL YEARS**

**2018-2019, 2019-2020 and 2020-2021**

**SADDLE BROOK, NEW JERSEY**

## CONTENTS

<u>ARTICLE</u>		<u>PAGE</u>
	Preamble	1
I	Recognition	2
II	Grievance Procedure	2-4
III	Tenure	4
IV	Vacations	4-5
V	Sick Leave	5
VI	Personal Days	6
VII	Insurance Protection	6-7
VIII	Uniforms	8
IX	Licenses	8-9
X	Vacancies and New Positions	9
XI	Salary Guide	10-11
XII	Other Compensation	12-13
XIII	Holiday Schedule	13
XIV	Management Rights	13
XV	Evaluations	13-14
XVI	A.M.-P.M. Breaks	14-15
XVII	Work Schedule and Workweek	15-16
XVIII	Time Clock	17
XIX	Personal Protection	17
XX	Other Absences	17

XXI	Military/Jury Duty	17
XXII	Agency Shop	18-19
XXIII	Withholding of Increments	19
XXIV	Negotiation Procedure	19
XXV	Term of Agreement	20
XXVI	Retirement	20



**PREAMBLE**

This Agreement was reached as the result of Meetings between the Saddle Brook Board of Education and the Salary Committee of the Saddle Brook Custodians and Maintenance Association.

Dated of Ratification: July 23, 2018

*Handwritten initials/signature*

**ARTICLE I**  
**RECOGNITION**

The Board of Education hereby recognizes the Saddle Brook Custodians and Maintenance Association as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all custodial personnel, whether under contract, on leave, or on a per diem basis, employed or to be employed by the Board including all custodial staff, maintenance, grounds workers, bus drivers, and any other future custodial positions created in this system. Association members will not evaluate each other.

**ARTICLE II**  
**GRIEVANCE PROCEDURE**

**A. Definitions:**

1. Grievance:

A grievance is a claim by an employee or the Association based upon the interpretation, application or violation of the expressed written terms of this Agreement.

2. Aggrieved person:

An "aggrieved person" is the person or persons or the Association making the claim.

**B. Procedure:**

1. Since it is important that grievances be processed as rapidly as possible, the number of days should be considered as maximum and every effort be made to expedite the process.

2. In the event a grievance is filed at a time which, if left unresolved for the indicated periods of time, could result in irreparable harm to a party in interest, the time limits shall be reduced so that the grievance procedure may be exhausted as soon thereafter as is possible.

3. A copy of all grievances, appeals and decisions, which are reduced to writing, must be given to the employee, Supervisor of Building and Grounds, the Business Administrator, the Superintendent and the Board of Education.

4. The aggrieved party must first present his/her grievance in writing to the building principal. If the matter is not resolved to the satisfaction of the aggrieved employee, he/she shall set forth his/her complaint in writing to the Supervisor of Buildings and Grounds. Maintenance employees shall present their grievances to the Supervisor of Buildings and Grounds as the First Step. The Supervisor shall render a decision, in writing, within ten (10) business days of the receipt of the written complaint.



5. The employee may appeal the Supervisor's decision, in writing, to the Business Administrator. The appeal must set forth the grounds upon which the complaint is based. The Business Administrator shall render a decision, in writing, along with supporting reasons, as expeditiously as possible within a period not to exceed ten (10) business days.

6. The employee may appeal the Business Administrator's decision to the Superintendent of Schools. This appeal shall follow the same conditions as an appeal to the Business Administrator as outlined in Paragraph Five (5) of this Agreement.

7. If the grievance is not settled after reaching the Superintendent, the Association shall have ten (10) business days to notify the Board whether it intends to appeal the grievance to the Board.

8. The request to the Board shall be submitted in writing through the Superintendent of Schools within ten (10) business days of the date said decision should have been rendered. The Board shall review the grievance, conduct a hearing if requested by the employee, and render a decision in writing setting forth the reasons for its decision within thirty (30) business days.

9. If the employee is not satisfied with the disposition by the Board or if no decision is rendered within thirty (30) business days, he/she may request in writing that the Association submit the grievance to advisory arbitration. If the Association determines that the grievance is meritorious, it may submit to advisory arbitration within ten (10) business days after receipt of a request by the employee.

10. Within ten (10) business days after such written notice of submission to advisory arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator, a list of arbitrators may be obtained from the Public Employees Relations Commission (PERC). The parties shall then be bound by the rules and procedures of the Public Employees Relations Commission (PERC) in the selection of an arbitrator and during arbitration proceedings.

11. The arbitrator selected shall confer with the representatives of the Board and the Association and hold a hearing promptly and issue his decision no later than thirty (30) days from the date of the close of the hearing or from the date the final statements and proofs are submitted to the arbitrator. The arbitrator's decision shall be advisory only and shall be in writing and shall set forth his findings of fact, reasoning, and conclusions on the issues submitted.

12. The authority of the arbitrator shall be limited to the interpretation, the application or the compliance with the express provisions of this Agreement, and the arbitrator shall have no authority to modify, add to, subtract from or in any way alter any terms of this Agreement. The arbitrator shall be bound by all applicable New Jersey and Federal Statutes, the Constitution of New Jersey and of the United States and all decisions of the Commissioner of Education, the State Board of Education, the Courts of New Jersey and the Federal Courts having jurisdiction over matters arising within the State of New Jersey.

13. The Board and the Association shall bear the total cost incurred by themselves. The fees and expenses of the arbitrator are the only costs which shall be shared by the Board and the Association and such costs shall be shared equally. Any time lost by an employee due to the arbitration proceedings will not be charged to the employee.

14. All grievances must be filed within forty-five (45) days of alleged occurrence or the aggrieved party will be precluded from remedy.

15. In the event the aggrieved person shall fail to process his/her grievance in accord with the procedure set forth in Subparagraph B, then in said event said grievance shall be denied.

16. The terminal step for a grievance alleging a violation of a Past Practice shall be the Board. The terminal step for a grievance alleging a violation of the expressed written terms of this agreement shall be advisory arbitration.

17. In the event there is no response to the grievance within the time periods set forth herein, then in said event, the grievant shall be entitled to proceed to the next step in this grievance procedure.

### ARTICLE III

#### TENURE

Effective July 1, 2010, new employees/members subject to this Agreement, will not be eligible to receive tenure and shall be appointed for a fixed term on a school year-to-school year basis.

### ARTICLE IV

#### VACATIONS

Each employee shall be entitled to the following vacation with pay at the annual rate of pay such employee is receiving at the time the vacation is actually taken:

1. Two (2) weeks vacation after one (1) full year's employment.
2. Three (3) weeks vacation after four (4) year's employment.
3. Four (4) weeks vacation after ten (10) year's employment.
4. Should a legal holiday fall during a vacation the employee is entitled to one (1) extra day of vacation.
5. Vacations must be scheduled on an orderly basis based on seniority as per the requirements of the district and complete vacation schedules must be in the hands of the Supervisor of Buildings and Grounds 15 days after the approval of the holiday list for custodial and maintenance employees. A confirmation of leave approval will be provided to each employee within ten (10) days of being



submitted.

6. For any vacation time not fully scheduled by April 15<sup>th</sup>, five (5) days' notice must be provided and the approval of said time subject to the needs of the district.

7. When an employee wishes to change his/her vacation after the deadline, the employee must give the changes to the Supervisor in writing no later than five (5) days before the scheduled vacation. Any changes will be granted unless the change conflicts with another employee's vacation or conflicts with the work requirements of the district. All employees may carry up to three (3) unused vacation days annually over to the following year. Such days must be used prior to December 30 of the following year. Days not utilized by this date will be lost.

8. Employees are encouraged to take their vacation days during the summer months.

Vacation days cannot be used during the full week before school starts and the first full week of school, and June 1 through the last day of school.

## ARTICLE V

### SICK LEAVE

Thirteen (13) days per year shall be allowed as sick leave for 12 month employees. However, no half days will be allowed.

In accordance with State Law, all sick days are cumulative.

Each member of the custodial staff upon retirement from the Saddle Brook School System, shall be entitled to payment at his/her per diem rate for unused sick days at the rate of one for three days. The maximum paid under this provision shall be \$15,000.00.

In the event of the death of an employee during his/her employment with the district, the benefits under this article shall be paid to his/her estate.

Approval for a sick day leave will not be granted prior to or immediately following a school holiday or vacation day unless accompanied by a physician's note. Failure to provide a physician's note shall result in the employee being docked a day's pay.

Any employee who does not utilize any personal or sick days after a third consecutive full calendar work year shall be eligible to receive two (2) additional vacation days to be taken in the subsequent calendar year.

An employee who reports to work but must leave work due to illness prior to completing a three (3) hour shift, shall be charged with the use of one-half (1/2) sick day. An employee who reports to work but leaves work prior to the end of a full shift but after working a six (6) hour shift will not be charged a sick day.



## ARTICLE VI

### PERSONAL DAYS

Members of the custodial staff shall be granted leave with pay up to three days for personal emergencies each year. Three (3) personal days shall not require a reason for taking such a day. Such personal days shall be in accordance with the regulations covering all personnel.

Two members of the Custodial Association shall be granted the time off to attend the Teachers Convention, however, such members of the Custodians Association must attend such convention in order to be granted such time off.

For each personal day not utilized, an additional day shall be added to the accumulated sick leave.

Requests for personal days shall be submitted to the Supervisor of Building and Grounds not less than two (2) days prior to the date for which leave is requested. A confirmation of leave approval will be provided to each employee. Approval for a personal day leave will not be granted prior to or immediately following a school holiday or vacation day.

## ARTICLE VII

### INSURANCE PROTECTION

- A.
1. Effective July 1, 2018, members of the SBCMA will pay a maximum of seventeen percent (17%) of the "cost of coverage," which is defined as the premium or periodic charges for health/medical and prescription drug plan coverage, based on employees/members' base salary and level of coverage chosen pursuant to P.L. 2011, c. 78.
  2. Effective July 1, 2012, current and new staff shall have the option of declining coverage from the Board. The employee must show proof of alternative health coverage and shall receive payment at the following rate per year: 25% of the amount saved by the Board as a result of the waiver of coverage, to a maximum of \$5,000, whichever figure is less. If spouse is also employed by the Saddle Brook School District, or covered by any state health benefits plan, then said spouse will not be entitled to receive the waiver. Payment shall be made as follows: one-half of opt out/waiver amount shall be paid by December 15 and the balance paid by June 15 of each year.
  3. All new employees on or after July 1, 2012 shall be offered the option to enroll in the School Employee Health Benefits Plan (SEHBP), with Direct 20/30 medical plan as the base option, whereas such employees shall not be permitted to enroll in any other NJ Direct Plan other than the high deductible. (i.e. HD 1500). If any

other medical plan is selected, the employee shall be required to buy up and pay the full incremental cost differential (if higher than Direct 20/30 premium costs) to enroll in any plan other than Direct 20/30, subject to the same Chapter 78 health care contributions.

4. Individuals who elect to decline coverage will have the right to re-enroll immediately for their choice of coverage should family circumstances change such that their coverage is lost. Circumstances include, but are not limited to death, divorce, loss of employment of the insurer or any other event that results in loss of or diminution of the insurance. Re-enrollment for any other reason can only occur during an open enrollment period. The effective date of coverage is subject to the carrier's requirements.

5. Section 125

The Board shall establish a plan(s) pursuant to Section 125 of the Internal Revenue Code (26 U.S.C. 125) as required by law.

6. Should the State make unilateral changes to the School Employee Health Benefits Plan (SEHBP), including prescription, that results in coverage that is not equal to or better than the then current plans, such unilateral changes shall not otherwise subject the Board to a grievance(s) and/or Unfair Practice Charge(s) by the Association and/or its members.

B. 1. The Board of Education will also provide to custodial employees (and family dependents where applicable), a Dental Insurance Plan, subject to the employee/member's contribution set forth herein.

2. Current deductible limits for Basic Services will be changed to a \$50.00 annual deductible for a single employee and a maximum of \$150.00 annual deductible for a family. In the event a family consists of less than 3 members, the deductible will be reduced to reflect \$50.00 per family member. For example, if there are two (2) members in the family the annual deductible will equal \$100.00 per year.

C. The Board shall provide to the employee/member, a \$6.00 co-pay for generic drugs/\$12.00 co-pay for name brands, full family prescription plan, subject to the employee/member's contribution set forth herein. The Association agrees to change from the current prescription plans to the SEHBP prescription program.



## ARTICLE VIII

### UNIFORMS

All employees/members must wear unaltered, Board approved uniforms on every working day. Any employee/member who is out of uniform shall be sent home and docked a day's pay.

The Saddle Brook Board of Education will provide uniform jackets and shoes to all employees/members. All employees/members are required to be in uniform and wear proper footwear during their work hours. Sneakers shall not be considered proper footwear. An employee/member wearing sneakers at work will be considered out of uniform.

- a. Five (5) short-sleeve T-shirts and two (2) long-sleeve T-shirts will be provided in each year of this agreement.
- b. One (1) winter jacket, water repellant snow pants, and one (1) spring jacket will also be provided at commencement of this contract or employment.
- c. If employee needs a replacement shirt, pants, etc., the damaged item must be returned to the Building and Grounds Supervisor and a replacement item will be provided.
- d. The Board agrees to provide uniform shoes to all custodial and maintenance staff at the commencement of this contract. Shoes may be returned and replaced on an as-needed basis; however, a maximum of one pair for each year of the contract shall be provided. The Board agrees to reimburse the employee up to a maximum of one hundred fifty dollars (\$150.00) per calendar year for the shoes. The employee must present the purchased shoes and the receipt to their supervisor to prove purchase and before they will be reimbursed.

## ARTICLE IX

### LICENSES

All new bus drivers/custodians hired must obtain a properly endorsed bus license within one year of employment.

A. The Board of Education will pay for all licenses pertaining to the job. (i.e. bus drivers, Master Plumbers, electrical and boiler licenses). The Board shall pay all associated expenses required for keeping a license.

B. All employees shall maintain their Black Seal Boiler License current and shall provide proof of same to the Supervisor of Buildings and Grounds within thirty (30) calendar days of its expiration.

C. The Board of Education shall pay for the cost to obtain a Black Seal Boiler License from an accredited state-approved licensing program.

## ARTICLE X

### VACANCIES AND NEW POSITIONS

1. Notice of all vacancies in custodial positions shall be posted in each school by the School Administrator within five days of:

A. Receipt of letter of resignation.

B. Official Board action vacating a position or creating a new position within the school system.

2. Association members who are interested may then apply for such position according to the school protocol:

A. Five school days will be given in which to submit a letter of intent of interest.

B. All those who are interested will be considered by application.

C. Each applicant will be given the courtesy of a reply to his or her application or interview within a reasonable time.

D. Anyone hired after July 1, 2008 shall be offered a 90-day probation employment position. During this probationary period, an employee shall be paid on a full-time hourly basis and receive health and pension benefits as required by law. These employees will not receive sick or personal days during probation, will be evaluated by the supervisor at least twice during probation and either be dismissed or offered a permanent fix-term position at the conclusion of this period. A person who is offered a fix-term full time employment will receive a contract retroactive to the start date of their probation period.



ARTICLE XI

CUSTODIAL SERVICE SALARY GUIDE

**2018-2019**

Step	A1	A2	B1	B2	C1	C2	D1	D2
1		42,297		46,030		48,282		46,609
2		42,788		46,521		48,757		47,100
3		43,279		47,012		49,232		47,591
4		43,770		47,503		49,707		48,082
5		44,754		48,485		50,182		49,312
6		45,737		49,470		51,658		50,542
7		46,967		50,698		53,133		51,770
8		48,197		51,928		54,607		53,000
9		49,670		53,403		56,082		54,474
10	55,989	51,146	57,339	54,877	60,002	57,558	58,824	55,949
Off Guide		52,900						

**2019-2020**

Step	A1	A2	B1	B2	C1	C2	D1	D2
1		43,337		47,070		49,322		47,649
2		43,828		47,561		49,797		48,140
3		44,319		48,052		50,272		48,631
4		44,810		48,543		50,747		49,122
5		45,794		49,525		51,222		50,352
6		46,777		50,510		52,698		51,582
7		48,007		51,738		54,173		52,810
8		49,237		52,968		55,647		54,040
9		50,710		54,443		57,122		55,514
10	57,029	52,186	58,379	55,917	61,042	58,598	59,864	56,989
Off Guide		53,400						

**2020-2021**

Step	A1	A2	B1	B2	C1	C2	D1	D2
1		44,352		48,085		50,337		48,664
2		44,843		48,576		50,812		49,155
3		45,334		49,067		51,287		49,646
4		45,825		49,558		51,762		50,137
5		46,809		50,540		52,237		51,367
6		47,792		51,525		53,713		52,597
7		49,022		52,753		55,188		53,825
8		50,252		53,983		56,662		55,055
9		51,725		55,458		58,137		56,529
10	58,044	53,201	59,394	56,932	62,057	59,613	60,879	58,004
Off Guide		54,000						

- Guide A1-Custodian (Evening)
- A2-Custodian (Evening)
- B1-Day Custodian
- B2-Day Custodian
- C1-Maintenance
- C2-Maintenance
- D1-Bus Driver/Custodian
- D2-Bus Driver/Custodian
- E- Bus Drivers- Part-time (Hourly rates of Guide D2 Calculated as follows: Salary amount divided by 1,920 hours equals hourly rate.)

<u>Stipends</u>	Day Custodian - High School	\$1500
	Evening Custodian-Lead Person	\$300
	Second or Third Shifts	\$500
	Tuesday through Saturday Shift	\$500
	Maintenance or Custodian (Day or Evening) with Bus License	\$500
	Skilled Maintenance	\$1500

*pkh 10/2*

All 12-month employees must work at least 10 calendar months in a school year in order to be eligible for advancement to the next salary step at the start of the following school year.

Employees will not be entitled to longevity pay. Employees who were to have earned longevity during the term of this Agreement will not receive it.

The Board agrees to keep the Head Custodian High School Stipend of \$1,000. But, said Stipend shall only be paid to the one (1) individual assigned and working in that position.

## ARTICLE XII

### OTHER COMPENSATION

A. Any employee/member who volunteers beyond their regular workday (Monday through Friday), Saturday, Sunday or Holiday shall be paid at time and one-half.

B. Overtime- All employees/members are required to work forty (40) hours per work week before being eligible for overtime pay. Vacations, sick and personal days do not count towards the forty (40) hours. The work week will be Monday through Sunday.

C. When an employee is called back to duty after his regular hours or on a Saturday, Sunday, or holiday, he shall be entitled to a minimum payment of two (2) hours, or the actual amount of time worked, whichever is greater. This paragraph does not apply to extensions to the beginning or to the end of a scheduled work shift; the employee must leave work for the day and be called back in order for this paragraph to apply.

D. In the event an employee is required to use his personal automobile for school business, he shall be compensated in accordance with the State OMB rate or IRS rate, whichever is applicable.

E. If extra work is to be performed inside at a particular school, the assignment of overtime will be given on a rotational system based on a seniority list of custodians and administered by the Supervisor of Building and Grounds to insure that all custodians have equal opportunity to work overtime. If no custodian accepts the assignment, the Supervisor of Buildings and Grounds may go to the Maintenance unit. Exceptions must be made when a black seal license is required.

F. If extra work is to be performed outside at any particular school, the assignment of overtime will be given on a rotational system based on a seniority list of Maintenance and administered by the Supervisor of Buildings and Grounds to insure all have equal opportunity to work overtime. If no one in this unit accepts the assignment, the Supervisor of Buildings and Grounds may go to the Custodial unit.



G. It is understood that the Supervisor of Buildings and Grounds is to place in writing and verbally instruct all custodians and maintenance personnel as to what is required of that employee when working in another school or other overtime capacity.

H. Any employee agreeing to overtime or refusing an overtime assignment shall complete the required form and submit it to the Supervisor of Buildings and Grounds.

I. The Board of Education will pay for D.O.T. physicals for bus drivers every two (2) years. Said physicals shall be conducted by the Board's physician during non-working hours.

J. If an employee/member is going to be absent, he/she is to call the Supervisor of Buildings and Grounds by 6:30 a.m. The High School Day Custodian must call by 5:00 am. For employees on any shift other than the morning shift, the employee must call in at least four (4) hours before the scheduled start time. Failure to notify the Supervisor of Buildings and Grounds of absences in a timely manner will result in disciplinary action.

K. Emergency school closing days will be paid at time and one half if hours are beyond the employee's regular workday regardless if any vacation, sick or personal days were taken in the work week.

### ARTICLE XIII

#### HOLIDAY SCHEDULE

The Holiday Schedule, which shall consist of fourteen (14) holidays for each school year for the duration of this Agreement, shall be developed after the school calendar is officially approved.

When there is a presidential election (every fourth year), an additional holiday will be granted for election day.

### ARTICLE XIV

#### MANAGEMENT RIGHTS

The Board shall have the exclusive right to hire, fire, discipline, assign and/or transfer employees and that the provisions of this Article shall not be construed so as to limit in any way, any and all rights and powers reserved to the Board by the Constitution and laws of the State of New Jersey.

### ARTICLE XV

#### EVALUATIONS

A. Evaluations of employees assigned to school buildings shall be made jointly by the Principal and the Supervisor of Buildings and Grounds. The Supervisor of Buildings and Grounds



shall make evaluations of employees not assigned to school buildings. All completed evaluations shall be submitted to the Superintendent by the 30<sup>th</sup> day of the month following the month in which the evaluation is made.

All employees will be provided with a minimum of two (2) written evaluations per year of the year.

B. All written evaluations shall become a part of the employee's permanent record. Therefore, all employees shall be permitted to review written evaluations and have a conference with the evaluator before the evaluation is forwarded to the Superintendent.

C. A copy of the written evaluation shall be presented to the employee within ten (10) working days after its completion. Each employee shall have the right to respond in writing to any part of the evaluation within ten (10) working days of its receipt by the employee and said response shall be made a part of the permanent record of the employee.

D. The employee and the evaluator, Principal or Supervisor of Buildings and Grounds, shall have a conference following the submission of the evaluation to the employee. The conference shall occur within ten (10) working days of the receipt of the evaluation by the employee. The employee shall have the right to waive review of the written evaluation and the conference.

E. The written annual evaluation summary is to be signed by both, the evaluator and the evaluated employee within ten (10) working days of its receipt by the employee. If the employee refuses to sign the annual evaluation, the evaluation will still become part of his/her permanent personnel file.

F. No material derogatory to an employee's conduct, service, character or personality shall be placed in his/her personnel file without the knowledge of said employee. Said employee will be afforded the right to submit a written response to any material placed in his/her employee file. Any submitted response will be affixed to the original copy

G. Any employee/member given written discipline shall receive a written notification within ten (10) days of the incident.

## ARTICLE XVI

### A.M.-P.M. BREAKS

A. All day shift employees will be permitted one break in the morning. The break shall not exceed twenty (20) minutes in duration. Break time will be taken at current work location. Compensation time will not be allowed for break time not used.

B. The break shall take place from:  
9:30 a.m.- 9:50 a.m.

ruu RDY

C. Employees will be given latitude, if an emergency occurs, as to when the break will be taken. The night shift at the grammar schools shall also receive the same consideration should there be a change in their nightly schedule due to events that may occur through-out the evening.

D. All night shift employees will be permitted thirty (30) minutes of break time. Break time will be taken at current work location from 7:00 to 7:30 pm each evening.

E. Any employee working a split shift or is on a traveling shift will be afforded thirty (30) minutes of break time and will be responsible for punching out and back in indicating when these breaks were taken.

F. Traveling maintenance workers will be required to punch out and in at the building they are assigned to on a given day and will travel with their time cards. Employees who are out of the building on a job-related assignment will be exempt from this article for that day.

**ARTICLE XVII**

**WORK SCHEDULE AND WORKWEEK**

**Regular work hours shall be as follows:**

Elementary Schools:

Custodian (day) From 7:00 A.M. to 3:00 P.M. includes a thirty (30) minute paid lunch

Custodian (evening) From 3:00 P.M. to 11:00 P.M. includes a thirty (30) minute paid lunch

High School:

Custodian (day) From 6:00 A.M. to 3:00 P.M. includes a one (1) hour unpaid lunch. If there is a third shift the day custodian's work will be adjusted accordingly.

Custodian(s)(evening) From 3:00 P.M. to 11:00 P.M. includes a thirty (30) minute paid lunch

Third Shift: From 11:00 P.M. to 7:00 A.M. includes a (30) minute paid lunch. The Board agrees to take all reasonable efforts to fill this position with a new hire, including agreeing to post the position internally and in at least one newspaper for two (2) weeks prior to exercising its managerial prerogative.

*RL BDT*



Maintenance Workers	<p>First Shift: From 7:00 A.M. to 3:00 P.M. includes a thirty (30) minute paid lunch</p> <p>Second Shift: From 10:00 A.M. to 6:00 P.M. includes a (30) minute paid lunch. The Board agrees to take all reasonable efforts to fill this position with a new hire, including agreeing to post the position internally and in at least one newspaper for two (2) weeks prior to exercising its managerial prerogative.</p>
Bus Driver/Custodian	<p>Monday-Friday</p> <p>a) First Shift – From 7:00 A.M. to 4:00 P.M. includes a one (1) hour unpaid lunch Effective 7/1/16-Second Shift-2:00 P.M. to 10:00 P.M. includes a thirty (30) minute paid lunch</p> <p>b) Tuesday-Friday: From 7:00 A.M. to 4:00 P.M. includes a one (1) hour unpaid lunch Saturday – From 7:30 A.M. to 4:00 P.M. includes a thirty (30) minute paid lunch</p>

**Summer Hours are as follows:**

Custodians (day), Maintenance, and Bus Driver/Custodian:

From 7:00 A.M. to 3:00 P.M. includes a thirty (30) minute paid lunch.

Custodian (evening)

From 8:00 A.M. to 4:00 P.M. includes a thirty (30) minute paid lunch.

All custodians and maintenance workers will begin their summer hour schedule on the day following the last day of school for students and continue throughout the summer. The return to the regular work schedule will commence on the day the teaching staff returns.

All members of this association are required to report to work at their work assignment on any day when schools are closed for emergencies. Evening custodian will report at 7:00 A.M. unless directed by the Supervisor of Buildings and Grounds.

The Board of Education may exercise an option to switch the Maintenance employees' regular shift up to four (4) times per year, per person, not to exceed a one (1) hour cap/max at each at each end of their regular work shift with no less than forty-eight (48) hours' notice. Up to two (2) times a year, a maintenance employee may also be shifted to work a Saturday or Sunday or evening shift. A reasonable effort will be made to give one week's notice to the employee before changing a shift to include a Saturday or Sunday or evening, however, no less than forty-eight (48) hours' notice will be given to the employee.

*RA DJS*

**ARTICLE XVIII**

**TIME CLOCK**

A. All employees shall be required to punch-in (time clock scanner) at the beginning of their workday and to punch-out (time clock scanner) at the end of their workday. All Bus drivers/custodians will also punch-out at the start of their unpaid lunch hour and punch back in when their lunch hour concludes.

B. All employees shall be required to punch-in at the beginning of an after-hours activity, including but not limited to, weekends and holidays and to punch-out at the end of said activity.

**ARTICLE XIX**

**PERSONAL PROTECTION**

Personal protection, i.e. goggles and work belts, will be provided as needed at the discretion of the Supervisor of Buildings and Grounds.

**ARTICLE XX**

**OTHER ABSENCES**

Illness-Family: Absence because of serious injury or illness in the "immediate family or household" will be fully compensated only until arrangements can be made for the essential security of the family, a matter of hours or perhaps a day at the most.

Each employee shall be entitled to two (2) Family Illness Days per year, which days shall be non-cumulative and shall be subject to the approval of the Superintendent of Schools.

"Immediate Family" shall mean-husband, wife, father, mother, parents-in-law, child, brother, sister, and immediate members of the household.

Funerals: Absence due to death in the immediate family, is allowed without deduction for up to five (5) days. Absence due to death of other relatives is allowed without deduction for one (1) day only.

**ARTICLE XXI**

**MILITARY/JURY DUTY**

Jury duty and military service shall be recognized in accordance with statutory authority.



ARTICLE XXII

AGENCY SHOP

1. Representation Fee:

If any employee does not become a member of the Association during any membership year (July 1 to the following June 30) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost for services rendered by the Association as majority representative.

2. Amount of Fee:

Prior to the beginning of each membership year, the association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be determined by the Association in accordance with the law.

3. Legal Maximum:

In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the representation fee should be equal in amount to the regular dues, initiation fees and assessments charged by the Association to its own members, and the representation fee may be set up to 85 percent of that amount as the maximum presently allowed by law.

4. Deduction and Transmission of Fee:

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees, the full amount of the representation fee and promptly transmit the amount so deducted to the Association upon proof of the existence of a "demand-and-return System".

5. Payroll Deduction Schedule:

The Board will deduct the representative fee in equal installments, as nearly as possible from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deduction will begin in accord with the rules and regulations of PERC.

6. Termination of Employment:

If an employee who is required to pay a representation fee terminates his employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

7. Indemnification:

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of, or by reason of any action taken by the Board in conformance with this Article.

**ARTICLE XXIII**

**WITHHOLDING OF INCREMENTS**

It shall be clearly understood by the Custodial and Maintenance Association that negotiated salary schedules or individual contracts do not guarantee and automatic salary increase. The Board reserves the right to withhold for inefficiency or good cause, any and all employment adjustment and merit increments. In the event the Board wishes to exercise such a right, it does hereby agree to follow the following procedure:

- 1) Whenever the Superintendent of Schools decides to submit a recommendation to the Board to withhold a salary increment, the employee to be deprived shall be put on notice of this recommendation.
- 2) Arrangements shall be made to afford said employee a reasonable opportunity to speak in his/her own behalf before the Board. Such a meeting before the Board shall not constitute a plenary hearing.
- 3) The Board will not take formal action until a date subsequent to the above meeting.
- 4) If the resultant action of the Board is to withhold an increment, it shall, within ten (10) days give written notice of such action, together with the reasons therefore, to the employee(s) concerned.

**ARTICLE XXIV**

**NEGOTIATION PROCEDURE**

Negotiations shall commence with a meeting at a mutually satisfactory place by January 15<sup>th</sup> of the calendar year in which this agreement expires.

Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meeting or in negotiations respecting the collective bargaining agreement, they will suffer no loss in pay.

ARTICLE XXV

TERM OF AGREEMENT

The term of this Agreement shall be for three (3) years and shall encompass the 2018-2019, 2019-2020 and 2020-2021 school years.

ARTICLE XXVI

RETIREMENT

Employees wishing to sever their relationship with the Saddle Brook Board of Education, for the purpose of retirement or to accept a job elsewhere, are required to give thirty (30) days advanced notice.

APPROVED:

Date 9/12/18 Angela Robinson  
President - Board of Education

Date 9/12/18 Paul Maty  
Secretary - Board of Education

Date 9/12/18 John Dylch  
President - Custodial Association

Date 9/12/18 Robert Calvert  
Secretary - Custodial Association