

DEMAREST CUSTODIAL ASSOCIATION

JULY 1, 2008 TO JUNE 30, 2011

RECOGNITION

- A. The Board recognizes the Association as the exclusive collective bargaining representation of all members of the custodial staff.
- B. Whenever the word “employee” is used in this Agreement, it shall be deemed to mean the employees in the bargaining unit covered by this Agreement, as defined in Paragraph A above.
- C. Whenever the work “part-time employee” is used in this Agreement, it shall be deemed to mean any employee in the bargaining unit covered by this Agreement, as defined in Paragraph A above.

POWERS OF THE BOARD OF EDUCATION AND ITS SUPERINTENDENT OF SCHOOLS

Except as explicitly limited by a specific provision of this Agreement and L. 1968, c. 303, as amended and supplemented, the Board, acting directly or through superintendent of schools, shall continue to have the exclusive right to take any action it deems appropriate in the Superintendence management and control of the educational affairs of the school district, and to this end it hereby reserves to itself all powers, functions, and prerogatives granted expressly or by implication, or reasonably necessary to discharge the duties imposed by the statutes of the State of New Jersey.

The Board’s failure to exercise any function hereby reserved to it, or its exercise of any function in a particular way shall not be deemed a waiver of its right to exercise such function or preclude the Board from exercising the same in some other way not in direct conflict with the express provisions of this Agreement and L. 1968, c. 303, as amended and supplemented.

INSURANCE PROTECTION AND PHYSICAL EXAMINATIONS

- A. Custodians regularly employed 28 ½ hours weekly are eligible for paid Health Benefits including Dental coverage, for their immediate family after the 60 day probationary period.
- B. The Board shall provide 100% insurance protection for individual employees covered by this Agreement and their families under the New Jersey State Health Benefits Plan.
- C. The Board shall pay the premium in each year of this Agreement for dental insurance.
- D. If the Board requires a physical examination of any employee, the Board shall pay up to \$125 for such examination at a doctor of their choice. Employees may go to a physician of their choice for this examination at the employee expense, but such physician must submit his/her findings to the Board via its school physician.

SICK LEAVE

- A. Full time Custodians shall be allowed twelve (12) days for personal illness in a school year on a prorated basis. Personal illness leave not utilized by a Custodian in any one year shall be accumulated and may be used for personal illness in subsequent years so long as the Custodian continues employment in the school district.

Custodians who, after serving ten (10) years of continuous service in the Demarest School District, and actually retire from the Public Employment Retirement System, shall receive moneys for each day of sick leave which they have accumulated but have not used as per the following schedule:

- \$25.00 per day - 1-50 accumulated days
- \$30.00 per day - 51-100 accumulated days
- \$35.00 per day - 100-150 accumulated days

Days accumulated in excess of 150 days have no dollar value upon retirement.

PERSONAL LEAVE

- A. Custodians will be granted three (3) personal days annually, following their probationary period. Personal days will be prorated based on the employee's status. All unused personal days shall be accumulated as unused sick leave from year to year.

JURY DUTY

- A. An employee called for jury duty will be excused from work for the period actually in attendance in court and he/she will be paid the difference between jury duty fees received and his/her regular daily earnings for such time as he/she is required to be in attendance in court.

BEREAVEMENT LEAVE

- A. When a death occurs in an employee's and/or spouse's immediate family (husband, wife, children, mother, father, as well as brothers or sisters), the employee shall be allowed five (5) days absence without loss of pay.
- B. When the death of a relative outside the immediate family of an employee occurs, the employee shall be allowed one (1) day's absence without loss of pay.

PREMIUM PAY

- A. All work performed in excess of forty (40) hours in a calendar week shall be paid for at one and one-half (1 ½) times the regular rate of pay. Sick leave shall not count as hours worked for overtime purposes.
- B. All work performed on Saturday shall be paid for at one and one-half (1 ½) times the regular rate of pay beyond forty (40) hours.
- C. All work performed on Sunday shall be paid at two (2) times the regular rate of pay beyond forty (40) hours.

HOURS OF WORK

- A. The full time work day will consist of eight hours per day and an additional unpaid one-half (1/2) hour for lunch.

HOLIDAYS

- A. Custodians shall not be required to work on the following holidays, if school is not in session. If school is in session on one of these holidays, the Custodian shall report to work, but shall be given a compensatory day as approved by the immediate supervisor.

New Year's Day	Martin Luther King Day
Washington's Birthday	Good Friday
Memorial Day	Independence Day
Labor Day	Columbus Day
Veteran's Day	Thanksgiving Day
Thanksgiving Friday	Christmas Eve
Christmas Day	New Year's Eve

A holiday falling on a Saturday or a Sunday shall be observed on the prior Friday or following Monday if school is not in session, as determined by the Chief School Administrator.

In the event a holiday(s) cannot be taken because school is in session, an equal number of substituted holidays, in In-Lieu Day, shall be granted to the employee.

VACATIONS

- A. Custodians employed 12 full months prior to July 1 shall receive ten (10) days vacation if, on that date, a Custodian has been employed less than 12 full months, but more than the 60 day probation period, the vacation will be prorated. Vacation time shall not be accrued during the provisional time. Custodians with at least five (5) years of continuous employment shall receive fifteen (15) vacation days. Custodians with at least ten (10) years of continuous employment shall receive twenty (20) vacation days. Vacation Day requests must be submitted in advance and approved by the immediate supervisor and the Chief School Administrator. Every effort should be made to utilize vacation days when school is not in session.
- B. For seniority to prevail, vacations shall be selected and scheduled by May 15 of each year.

UNIFORMS – PROTECTIVE CLOTHING

- A. The Board will pay up to \$400 annually to provide a Custodian with a uniform. New employees will be allocated up to \$450 in their first year to purchase necessary uniforms, after their probationary period. Purchase amount is prorated for part time employees. Said uniforms remain the property of the Board and are maintained by the Custodian. I.D. badges will be worn in lieu of names sewn on uniforms.

CUSTODIAL SALARY GUIDE

<u>STEP</u>	<u>2008-2009</u>	<u>2009-2010</u>	<u>2010-2011</u>
1	29,900	30,400	30,900
2	30,752	31,246	31,768
3	31,572	32,136	32,652
4	31,998	32,993	33,582
5	33,152	33,438	34,478
6	34,305	34,644	34,943
7	35,459	35,848	36,203
8	36,611	37,054	37,461
9	37,765	38,259	38,721
10	38,917	39,464	39,980
11	40,071	40,669	41,240
12	41,224	41,874	42,499
13	42,377	43,079	43,759
14	43,530	44,284	45,018
15	44,683	45,489	46,276

Custodians employed prior to December 31 in a school year will move vertically up one step on the next year pay scale. Custodians employed after January 1 in a school year will move horizontally and remain on the same step.

ADDITIONAL WAGE BENEFITS

Black Seal License	\$750
CDL S endorsement	\$750
Longevity after year 4	\$750
Longevity after year 10	\$750
Custodian in Charge	\$1,250
Night Differential	\$750

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. A grievance is a claim by an employee, or the Association, based upon the interpretation, application, or violation of this Agreement, Board Policy, or administrative decision, affecting terms and conditions of employment.
2. An “aggrieved person” is the person, persons, or the Association making the claim.
3. “Association” means the D.C.A. or a committee designated by the D.C.A.

B. PROCEDURE

1. All grievances of employees shall be taken up in accordance with the following procedures:

FIRST STEP: The aggrieved person and/or his/her representative shall give written notification to the immediate supervisor within ten (10) work days after cause of complaint arises. The immediate supervisor shall give his/her written answer in the FIRST STEP.

SECOND STEP: If no satisfactory settlement is reached in the in the FIRST STEP, the aggrieved person shall parent the grievance to the superintendent in writing within five (5) work days after the immediate supervisor shall have given his/her written answer in the FIRST STEP.

Within ten (10) work days after the presentation of such grievance, the superintendent or a designee shall meet with the aggrieved person or a designee for the purpose of discussing the matter and disposing of it in a mutually satisfactory manner. The superintendent or a designee shall render a written decision within five (5) work days after such meeting.

THIRD STEP: If no satisfactory settlement is reached in the SECOND STEP, the aggrieved person may, within ten (10) work days after the receipt of the answer at the SECOND STEP, request in writing a formal hearing before the Board which shall be held within thirty (30) days thereafter. The Board shall render a written decision setting forth its findings and conclusion within thirty days (30) after the hearing is concluded.

FOURTH STEP: In the event the grievance, to the extent that it pertains to an interpretation, application, or violation of the terms of the Agreement, shall not have been resolved in the foregoing steps, the Association shall have the right to request the Public

Employment Relations Commission, to furnish one arbitrator to consider the grievance and render findings, which said findings shall be binding upon the parties. The rules of PERC shall apply.

Such request for arbitration shall be made within ten (10) work days after the receipt of the Board's written decision under the THIRD STEP and a copy of said request shall be filed with the superintendent.

The arbitrator shall bill the Association and the Board separately for one-half (1/2) of the costs of his/her services.

A non-tenured custodian shall not be permitted to arbitrate a grievance challenging his/her non-renewal.

C. LIMITATIONS

Any disposition of a grievance from which no appeal is taken within the time limits specified in Paragraph B (1) above shall be deemed resolved and shall not thereafter be subject to the grievance provisions of this Agreement.

D. RIGHTS OF MEMBERS

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself or a representative of his/her choice. When a member is not represented by the Association, the Association may be present and state its view.

When submitting the grievance to the administrator or Board at any of the steps, the member or Association shall give written notification designating the representative(s).

No reprisals shall be taken against any aggrieved persons, their representatives, or other participants, by reason of participation in the grievance procedure.

E. GRIEVANCE FILE

All documents, communication, records, etc., dealing with a specific grievance shall be stored in a separate grievance file in the superintendent's office and not in the personnel file of the participants.

For the Demarest Custodian Association

President, Demarest Board of Education

Date

Date

Witness

Witness: F. G. Chilson, SBA/Bd. Secretary