

987

HAWTHORNE PUBLIC SCHOOLS  
HAWTHORNE, NEW JERSEY

AGREEMENT

HAWTHORNE CUSTODIAL, MAINTENANCE & BUS DRIVERS' ASSOCIATION

AND

HAWTHORNE BOARD OF EDUCATION

SCHOOL YEARS 1990-93

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NEGOTIATIONS COMMITTEE

REPRESENTING THE BOARD OF EDUCATION:

Mr. Edward D. McGuirk  
Miss Joanne J. Graziano  
Mr. Joseph P. Lembo

Mr. Garret G. Sinning, President

REPRESENTING THE HAWTHORNE CUSTODIAL/MAINTENANCE ASSOCIATION:

Mr. Jack De Knight  
Mrs. Lois Tricoli

Mr. Charles Tucker, N.J.E.A.

SUPERINTENDENT OF SCHOOLS:

Dr. Frank P. Chiofalo, Jr.



ARTICLE I

RECOGNITION

The Hawthorne Board of Education does hereby recognize the Hawthorne Custodial, Maintenance and Bus Drivers' Association, for and during the term of this Agreement, as the exclusive bargaining representative of the Public Employee membership lawfully upon the Association rolls, all as defined and in accordance with Chapter 123 - Laws of 1974 and further known as N.J.R.S. 34:13A-1, the Acts Amendatory thereof and Supplementary thereto, but excluding herefrom the Superintendent of Schools, principals, teachers supervisors, administrative personnel and office and clerical personnel, inclusive, however, of custodians, matrons, maintenance employees and bus drivers.

ARTICLE II

NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor agreement according to the timetable established by the Public Employment Relations Commission.

Any Agreement so negotiated applying to members of unit aforesaid shall be reduced to writing, be signed by the Board and the Association and be adopted by the Board.

- B. The Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the Board and the Association.

- C. Neither party in any negotiations shall have any control over the selection of the negotiation representative of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiation.



ARTICLE III

GRIEVANCE PROCEDURE

A. Introduction:

1. Persons in the employ of the Board of Education of the school district of the Borough of Hawthorne, Passaic County, New Jersey, shall have the right to make known their individual grievances through the administrative channels of the said school system. Individuals or the Association presenting personal or unit grievances respectively shall be assured at all times of freedom from restraint, interference, coercion, discrimination, intimidation or reprisal in presenting the appeal. The individual or the Association shall have the right to present the appeal or to designate a representative of the Association, Attorney-at-Law, or other person of his or the unit's own choosing to appear with him or the Association at any formal step of the proceeding in the appeal procedure.

B. Procedure:

Step 1: (Informal)

An employee or the unit who has a grievance shall present it to the immediate supervisor for consideration, discussion and determination of the matter. The entire procedure shall be informal and shall be resolved forthwith by the person before whom and to whom it has been presented.

Step 2: (Formal)

In the event that the matter is not resolved to the satisfaction of the employee or the unit within seven (7) school days from the date of the determination of said grievance, the employee, or his designated representative, or the unit shall set forth the grievance, in writing, in duplicate to the Supervisor of Buildings and Grounds. The writing shall set forth:

- (a) The nature of the grievance
- (b) The prior disposition thereof
- (c) The reason or reasons for the dissatisfaction with the prior finding.



ARTICLE III - Continued

It shall be the duty of the Supervisor of Buildings and Grounds to render a decision in the matter, in writing, in triplicate, within five (5) school days from the receipt of said grievance, delivering a copy of the decision to the employee and or Association.

Step 3:

The employee or Association within seven (7) school days from the receipt of said decision shall have the right of appeal to the Superintendent. The appeal shall be in writing, in triplicate and shall state:

- (a) The grounds of the grievance
- (b) Prior disposition thereof
- (c) The reason or reasons for the dissatisfaction with the prior findings.

It shall be signed by the employee or the unit representative submitting the appeal and shall be dated. It shall be the duty of the Superintendent to:

- (a) Confer with the Supervisor of Buildings and Grounds relative to the matter
- (b) Confer with the aggrieved relative to the matter and:
- (c) Confer with both relative to the matter.

The Superintendent or the Board shall forthwith examine and consider all of the evidence presented and shall within a period of ten (10) days from the date of the conference with all parties in interest, submit his decision in writing. A copy of the decision shall be forwarded to the employee or unit aggrieved. A copy shall be forwarded to the Supervisor of Buildings and Grounds. A copy shall be filed with the District Secretary of the Board.

Step 4:

Should the grievance be not settled after presentment to the Superintendent of Schools, the entire matter, including the written appeal, items of evidence presented and any and all documents and proceedings related to the cause shall be



transmitted to the District Secretary who shall forthwith advise the President of the Board of the receipt of same. The District Secretary shall make a separate complete file thereof. The President of the Board shall issue a call for a special closed hearing of the Board of Education as a whole within ten (10) days from the receipt of the notification by the District Secretary that the file has reached his office and direct that the aggrieved, the Superintendent and any and all witnesses and parties in interest in the matter be summoned and/or subpoenaed to appear before the said Board. The call for said special hearing shall be in writing and all summons and/or subpoenas shall also be in writing, attested to under the signature of the District Secretary and the seal of the Board.

The Board of Education, en banc shall hear the entire matter, de novo, and at the conclusion thereof shall render a written decision thereon. The said decision, in writing, shall be rendered under the signature of the President, sealed and attested by the Secretary of said Board, within ten (10) days from the conclusion of the hearing. A copy of the decision shall be forwarded personally or by certified mail upon:

- (a) The aggrieved
- (b) Supervisor of Buildings and Grounds
- (c) Superintendent of Schools
- (d) The original to be filed in the office of the District Secretary of the Board of Education.

Step 5:

Should the grievance be not then resolved to the satisfaction of the aggrieved, then in that event the matter shall be submitted to advisory arbitration to wit:

The Public Employees Relations Commission for the assignment of an arbitrator. Should the services of the aforesaid Commission be not available, then in such event, the services of the American Arbitration Association shall be used. The said grievant may within ten (10) school days from the receipt of the aforesaid decision, file a notice of intent to submit the grievance to arbitration. Such notice of intent may be filed with the District Secretary of the Board of Education at the Board offices.



C. Arbitration Procedure:

- a. All matters specifically contained in the written contract between the parties shall be considered proper subject matters for advisory arbitration.
- b. Any contract matter having specific document reference shall be subject to advisory arbitration.
- c. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary cost of travel, subsistence expenses and the cost of the hearing room, if any, shall be borne equally by the Board and the individual grievant and/or Association as the case may then be. Any other expenses incurred shall be paid by the party incurring the same.

D. General Provisions as to Grievances and Arbitration:

1. No reprisals shall be taken by the Board or by any member of the school administration against any party in interest, school representative, Association member or any other participant in the grievance procedure by reason of such participation. Nor shall the grievant take any action or reprisal against the Board or its representatives for such participation.
2. The filing or pending of a grievance shall in no way operate to impede or delay or interfere with the right of the Board to take any action complained of. The grievant shall continue under the direction of the Supervisor of Buildings and Grounds and school administrators, regardless of the pendency of any grievance, until such grievance is properly determined.
3. The party in interest may be represented at all stages of the formal grievance procedure by a person of his own choosing.
4. With the exception of step 1 (informal) of the steps of a procedure, failure to communicate the decision in writing relative to a grievance, within the stated time limit, shall permit the grievant to proceed to the next step. Failure at any step to act by the grievant within the time limit stated shall preclude the grievant from continuing his action.



5. Specified time limits in the procedural steps shall only be changed by mutual agreement, signed by the Superintendent of Schools, the Board President and the President of the Association.
6. All documents, communications and records dealing with the processing of a grievance shall be filed in a separate file and not made a part of the personnel files of the participants.
7. The Association agrees that it will not bring or continue nor will not represent any employee in any grievance which is similar to grievance denied by the final decision rendered by the Board of Education and the Board agrees that it will apply to all like situations, the decision rendered as the result of deliberation sustaining a grievance.
8. In the course of investigating any grievance, representatives of the Association will report to the principal or representative in charge of the building visited, immediately upon their arrival and will orally state the purpose of their visit.
9. The parties shall avoid any interruption of work activities and further avoid the involvement of students in all phases of the grievance procedure, unless such students be required as witnesses.
10. Each grievance shall be initiated within fifteen (15) school days from the occurrence of the cause for complaint. However, if neither the aggrieved nor/or the Association had knowledge of said occurrence at the time of happening, then the said grievance shall be initiated within five (5) school days of the first such knowledge by either the aggrieved or the Association. In no event, however, shall action be taken by any party as aforesaid later than six (6) months from the date of the occurrence. Board notices shall be considered as binding the Association and all members of the Negotiating unit with knowledge of the subject matter related in said notices after such notices have been appropriately dated and posted.
11. A member of the Association who is a party in interest in any grievance shall not serve as the Association grievance representative in the processing of such grievance.

12. The parties in interest shall process grievances after the regular work day or at such other times which do not interfere with assigned duties; provided, however, that upon mutual agreement between the aggrieved, the Association and the Board, proceeding may be held during the regular working hours. In such case, the aggrieved, the Association representatives and others necessary to the hearing shall be released from assigned duties without loss of salary.
13. The Association covenants and agrees that during the life of this agreement that it will not engage in any illegal strike or walkout, nor shall it engage in any illegal sanctions against the Board.
14. It is understood by all parties that under the rulings of the court of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers as granted by law.



ARTICLE IV

SALARIES

A. Salaries:

The Association and the Board agree that salaries for the duration of this contract shall be increased by 6%, 9% and 9% respectively for each year during the duration of this agreement.

The parties agree that the guide will be reduced by one step and that suggested guides reflecting this concept be submitted by the Association to the Board for approval.

1. Custodial/Maintenance personnel employed after December 15th in any given school year will remain on the same step of the new guide for the ensuing year of employment. Such newly employed staff members shall be the recipients of any increased salary benefits for the step on the salary guide on which they are placed.
2. Custodial/Maintenance personnel employed and actually working on or before December 15th in any given school year, shall move to the next full step for the next school year.

B. Part-Time Salaries:

1. Part-Time Custodial Staff:

The annual starting hourly rate of pay for part-time custodians and matrons shall be increased 6% in 1990-91, 9% in 1991-92 and 9% in 1992-93.

C. Pay Differentials:

1. Payment of Night Differential:

The salary differential for staff members assigned to the night shift (3:00 p.m. to 11:00 p.m.) shall be:

- 1990-91 - \$600 Annually
- 1991-92 - \$700 Annually
- 1992-93 - \$800 Annually

The night supervisor shall receive a \$500 salary adjustment.



2. Boiler License Stipend:

Each custodial and Maintenance member of the Buildings and Grounds Department who now holds a Boiler License shall receive an additional annual stipend of:

1990-91 - \$300/year  
1991-92 - \$350/year  
1992-93 - \$400/year

A \$100 incentive bonus shall be added for anyone getting the license within one year from the original hiring contract date.

In the future, the Board will not pay for tuition fees or the stipend to employees obtaining a license after July 1, 1977, except in cases when directed or requested by the Board of Education to obtain same. If such a request is forthcoming, the Board of Education will pay both the tuition fees and the additional annual stipend.

3. Compensation for Extra-Duty Supervisory Responsibility:

Whenever supervisory personnel within the staff of the Department of Buildings and Grounds are absent from duty for an extended period of time which necessitates the temporary delegation of their supervisory role to another staff member within the department, the individual who temporarily receives the added responsibility for supervision will be compensated for this extra duty assignment at the rate of \$50.00 per week.

The extra duty supervision may be deemed necessary whenever the absence of the regular supervisor exceeds five (5) consecutive school days.

Whenever the five (5) consecutive day absence period is accumulated on a day to day basis, the interim supervisory function shall become effective on the eleventh day, which shall also be the effective date of the extra compensation.

For the purpose of this Policy, Supervisory personnel shall include persons in charge of a sub-unit of three (3) or more staff members.



D. Salary Payments:

Members employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments. When a pay day falls on or during a school holiday vacation or weekend, members shall receive their pay checks on the last previous working day.

E. Fixed Term Contracts:

All Custodial, Maintenance and Bus Driver employees hired after July 1, 1987, shall be hired for a fixed term and shall not accrue tenure.

The rights of tenure-track employees hired prior to July 1, 1987, shall not be affected by this Article.

F. Call Back Time:

When called back to deal with unusual circumstances during non-working hours or days, buildings and grounds personnel will be paid at a rate rounded-up to the full hour.

In the event an individual is called back between the hours of 12:00 a.m. to 6:00 a.m., the individual will be paid for a two hour minimum at time and one-half; call backs on Sunday and holidays will be paid at double time with a two hour minimum. If during the two original two hour period he is called back again, he will not be entitled to additional compensation. If he stays beyond the two hours after his second time called back for the same incident, he will be compensated for all hours after two at time and one-half rounded to the next full hour.

If an individual is called out a second or more time after the first two hour call out, he will be paid the two hour minimum again.

ARTICLE V

DAILY WORK SCHEDULE

A. School Custodians:

Regular Shift:

Custodial members assigned to the regular shift normally start work at 8:00 a.m. and finish at 4:00 p.m.

Night Shift:

Custodial members assigned to the night shift normally shall work from 3:00 p.m. to 11:00 p.m.

Lunch Period:

Regular shift and night shift dinner will be forty-five (45) minutes in length as scheduled by the Supervisor of Buildings and Grounds.

B. High School Head Custodian:

Custodial member in this category shall work normally from 6:30 a.m. to 2:30 p.m.

C. Elementary School Head Custodian:

Head custodians at elementary schools are assigned working hours normally from 7:00 a.m. to 3:00 p.m.

D. Maintenance Men:

All members of the Maintenance Department shall normally work an 8:00 a.m. to 4:00 p.m. work shift. A twenty (20) minute allowance for clean-up and travel time is granted to permit sign-out at the high school maintenance shop at 4:00 p.m.

E. Flexibility of Normal Daily Work Schedule:

To provide for flexibility and to accommodate unusual circumstances and emergencies, the Supervisor of Buildings and Grounds and/or Superintendent of Schools is allowed the latitude to alter the normal daily work schedule of members of his staff as situations require.

Current work schedules established above will remain in effect with the exception of the Board being able to alter the normal daily work schedules ten times per



year, per member, with two week notification, for purposes of having custodial coverage on P.T.O. nights. Additionally, the starting and ending time for the middle school can be adjusted a total of 15 minutes so long as the length of the work day remains the same.

F. Summer Hours:

The work schedule for Custodial and Maintenance personnel during the period which coincides with the summer months, from July 1st to September 1st, shall consist of a seven (7) hour work day as scheduled by the Supervisor of Buildings and Grounds.

ARTICLE VI

OVERTIME

A. Regular Overtime and Rate of Pay:

Extra-duty assignments which call for Custodial and Maintenance Services in excess of the normal eight hour work shift, shall be paid at the rate of one and one-half times the individual's regular hourly rate of pay for all hours beyond 8 hours per day.

B. Saturday Overtime

Extra-duty assignments which call for custodial and maintenance services on Saturday, shall be paid at the rate of one and one-half times the individual's regular hourly rate of pay.

C. Sunday and Holiday Overtime:

Sunday and holiday work will be compensated at double time. The employee can elect to have compensation for this time in salary or compensatory time. If taken in compensatory time, it will also be paid in double time and the scheduling will be mutually agreeable with the Supervisor of Buildings and Grounds. This provision also applies if called in on an "in lieu of" day.

D. Overtime assignments in the high school shall rotate in alphabetical order to insure all qualified employees, i.e., black seal license, a fair share of the overtime. Saturday overtime can also be paid in compensatory time at time and one-half.

E. There shall be no loss of pay for serving on jury duty. Men who work the night shift shall not be asked to report for work if they have served on jury duty during the day.



ARTICLE VII

EMPLOYEE ABSENCE

A. Annual Sick Leave:

1. Each full time, 12 month employee, shall be allowed 12 days each year due to personal illness; 10 month employees shall be allowed 10 days each year due to personal illness. Any unused days of sick leave shall accumulate from year to year with no maximum limit to be used for additional sick leave as needed in subsequent years.
2. Members shall be given a written accounting of accumulated sick leave days no later than September 15th of each school year.
3. When sick leave exceeds such accumulated leave as said employee may have accrued, the employee shall receive his salary less the established substitute pay for a period equivalent to one week for each year said employee shall have been regularly employed in the public schools of Hawthorne. It is further provided that said employee shall, when absent for ten consecutive days, obtain a medical certificate from the attending physician stating that the employee is still under medical care and estimating the earliest possible date on which return to the position may be expected. Each employee with twenty-five years service in Hawthorne may be granted sick leave for rest and recuperation.

This leave shall be for one year at half pay or one-half year at full pay and shall be subject to the approval of the Board. None of the above shall be construed as limiting the Board from making disposition of individual cases according to merit.

B. Accumulated Unused Sick Leave at Retirement:

Members, upon retirement, shall receive compensation for unused accumulated sick leave, computed on the basis of \$20.00 per each unused day.

To qualify for the above, an individual must have at least 50 days accumulated and four years service in the district and be at least 55 years of age.

A custodian or maintenance person shall be considered retired when he/she submits an application for retirement to the Pension Fund of which he/she is a member and the application is approved by the Pension Fund, thereby placing the individual on its rolls.



C. Personal Leave:

Each employee who has three (3) or more years of service, shall be granted three (3) days absence each year for the purpose of attending to urgent and unavoidable personal business; employees with less than three (3) years shall be granted two (2) days absence.

Personal leave is not intended for vacation, personal convenience or pleasure. If the use of a personal day is proven abused, the employee's salary for that day shall be returned to the Board of Education.

Unused personal days shall accumulate as sick days.

Except in cases of emergency, personal days shall be requested at least three (3) days in advance.

D. Death in the Immediate Family:

Upon the death of a member of the immediate family of the employee, said employee may be granted up to five (5) consecutive school days leave without deduction of pay; if more time is required, two days absence with deduction of substitute pay shall be allowed. Immediate family shall be interpreted as meaning husband, wife, children, mother, father, mother-in-law, father-in-law, sister, brother, grandmother, grandfather or others residing in the same domicile at time of death or illness.

E. Death Outside of Immediate Family:

Death of a relative outside immediate family - Each employee shall be allowed absence of one day on one occasion per contract year, without deduction of pay, upon death of relative not in the immediate family. Absence above this time shall be construed as personal business.

F. Illness in Family:

Serious illness in immediate family - Each employee shall be allowed two days leave without deduction of pay; if more time is required three days with deduction of substitute pay shall be permitted.

G. Government Mandates:

There shall be no deduction of pay for absence due to recognized government mandates over which employee has no control.



Summons to answer violations of law, due to personal reasons, shall not be construed as coming under this heading.

H. Application for Leave:

Employees applying for leave shall apply to:

Maintenance - To Supervisor of Buildings and  
Grounds to Superintendent of Schools.

Custodians - To building principal and Supervisor of  
Buildings and Grounds to Superintendent  
of Schools.

I. Association officers shall be allowed time off with pay to attend the N.J.E.A. Convention.

J. With the consent of the Supervisor, members of the negotiating team may negotiate during working hours.

ARTICLE VIII

EVALUATION

A. An evaluation report of each member of the Buildings and Grounds Department, shall be prepared annually and submitted to the Superintendent of Schools for his review and recommendations. The Board and the Association recognizes that evaluation can be useful in the retention, guidance and promotion of staff members and is a guide to each member in the area of self-improvement.

1. Each employee shall be shown a copy of their ratings or any other written evaluation of their work, prepared by the Supervisor of Buildings and Grounds, and shall be given the opportunity to discuss the ratings with the evaluator and append their comments before it is submitted to the Superintendent of Schools.

2. All such written evaluations, must bear the signatures of both the evaluator and the employee and shall be placed in the personnel file of the employee.

3. The evaluation report shall be used as a guide of the employee's competency and the basis of the Superintendent's recommendation for advancement to the next step of the Salary Guide. Advancement is not automatic and is dependent upon the performance as indicated in the evaluator's report.



4. Each employee shall receive a copy of the written evaluation, which is on file with the Superintendent of Schools, for his/her personal record.

B. Promotional Interviews:

Interviews will be granted to unit members for a promotion in the event such member has not been interviewed for that job title before.

ARTICLE IX

FRINGE BENEFITS

A. Health/Medical Benefits:

Full insurance coverage, family plan, will be provided by the Board of Education for each employee and dependents. The insurance plan will provide coverage in accordance with the provisions of Blue Cross, Blue Shield, Rider "J" and Major Medical Insurance Programs.

A Dental Plan shall be provided according to the following caps:

1990-91 - \$57.43/person/month  
1991-92 - \$68.91/person/month  
1992-93 - As per HTA/Board negotiated agreement

B. Prescription/Optical Benefits:

Subject to the terms, conditions and limitation of the prescription and optical plans currently in effect in the district, members of this association shall be included, subject to the following caps:

Prescription:

1990-91 - \$32.08  
1991-92 - \$40.10  
1992-93 - As per HTA/Board negotiated agreement

Optical:

1990-91 - \$14.49  
1991-92 - \$17.38  
1992-93 - As per HTA/Board negotiated agreement

Employee to pay any additional costs above these caps.

C. Uniform Allowance:

Regular members of the Department of Buildings and Grounds shall be issued uniforms in accordance with the following regulations:

New Employees - Three sets of uniforms (one set will consist of one shirt and one pair of slacks or skirt or a one piece uniform).

Annual replacement shall consist of two full sets per person per year. Employees are expected to launder and maintain their own uniforms throughout the school year.



Custodial and Maintenance personnel shall report for duty each school day dressed in the prescribed uniform that is clean and neat in appearance.

Adequate foul weather gear will be provided in each school.

#### ARTICLE X

#### VACATION POLICY

The existing policy which governs the vacation program of Custodial and Maintenance personnel shall be continued without change during the 1987-88, 1988-89 and 1989-90 school years.

Two weeks vacation after completing one full year of service in the district.

Three weeks vacation after completing five full years of employment in the district.

After ten full years of employment, the individual shall receive one additional day of vacation for each year of the succeeding five years of employment.

Four weeks vacation after completing fifteen full years of employment.

NOTE: In computing credit for a full year of service, the year must be completed prior to July 1st of the given year.

ARTICLE XI

PERSONAL SAFETY - EMPLOYEE ALONE IN BUILDING

Every effort shall be made to ensure that no maintenance/ custodial employees are left alone in the building.

ARTICLE XII

BUS DRIVER LICENSE COMPENSATION

Members of the Department of Buildings and Grounds, designated as bus drivers and who qualify for a bus driver's license, shall have the original and renewal of this bus driver's license fee paid by the Board of Education.

ARTICLE XIII

ANNUAL PHYSICAL EXAMINATION

Every member of the Custodial and Maintenance Department shall submit to an annual physical examination conducted by the school physician at Board of Education expense.

The employee must pass the annual physical examination to qualify for consideration as a continuing member of the school staff.



ARTICLE XIV

HOLIDAYS

Legal holidays as listed below which coincide with the school calendar shall be paid holidays for custodial and maintenance personnel, but in any case, the Board guarantees fourteen (14) paid holidays per year for custodial and maintenance personnel.

When the school calendar provides for school closing on Friday or Monday in celebration of a legal holiday occurring on Saturday or Sunday, the holiday entitlement shall apply to custodial and maintenance personnel.

The following are to be considered holidays as applied to the policy indicated above:

- New Year's Day
- Martin Luther King Day
- Lincoln's Birthday
- Washington's Birthday
- Good Friday
- Memorial Day
- July 4th
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Day After Thanksgiving Day
- Christmas Eve (Day before Christmas)
- Christmas Day

If school is open on any of these days, the Superintendent of Schools shall set a day to be used "in lieu of" the guaranteed holiday.

Compensation days for holidays worked shall be determined by mutual consent between the Superintendent and the Association.

Bus Drivers shall be given two days pay at Christmas time in addition to their regular pay. Bus Drivers shall receive the following two holidays: Columbus Day and Veterans Day.

Should bus drivers be asked to work on either of these two days, the rate of pay will be time and one-half plus the day.

Employees primarily assigned as bus drivers may receive \$200 per year for having a perfect driving record. Perfect driving record shall be understood to mean no accidents and no traffic violations while acting in their capacity as bus drivers.



ARTICLE XV

SAVINGS CLAUSE

Should any provision of this Agreement be found illegal or unenforceable by any Court or Agency of competent jurisdiction, or by virtue of any enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect.

ARTICLE XVI

EMPLOYEE AND BOARD RIGHTS AND RESPONSIBILITIES

No member of the Association shall be reduced in rank nor suffer any loss in pay without just cause and unless the following procedures are followed:

- A. Whenever any employee is required to appear before the Superintendent or his/her designee, the Board of Education, or any committee or member of the Board authorized to investigate, recommend or impose disciplinary action, concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment, or his/her salary or increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him/her during such meeting or interview.
- B. All employees shall be notified regarding the renewal or non-renewal of their contracts of employment and of their salary status for the ensuing school year no later than May 30th.
- C. Upon request, any employee whose contract of employment is not renewed for the following school year shall receive verbally the specific reasons for this action.
- D. Withholding of Increment:
  1. No administrator shall recommend withholding an employee's increment unless the employee is also notified and given reasons why his/her increment is in jeopardy. Written notification regarding the reasons for such action must be given to the employee by May 30th of the school year.



2. Any increment withheld may be restored upon petition by the employee to the Superintendent of Schools, the Superintendent shall recommend to the Board of Education whether the increment shall be restored or withheld. However, the final decision shall rest with the Board.
  3. No increment will be withheld unless this procedure is followed.
  4. Nothing herein shall be construed to restrict or limit the Board's managerial right to lay-off employees for reasons of economy and efficiency
- E. The Association and the Board agree that the following subjects are within the managerial rights of the Board:
1. The right to determine the size of the district's work force.
  2. The right to determine work standards, and to control the quality of district services.
  3. The right to determine when and whether to fill job vacancies subject to the provisions of the contract.
  4. The right to discipline and discharge employees subject to contract and grievance procedures.
  5. The right to evaluate the work performance of employees.

ARTICLE XVII

REPRESENTATION FEE

A. Purpose of Fee:

If an employee does not become a member of the Association during any dues year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative. Membership in the Association shall be open to all employees on an equal basis.

B. Notification and Amount of Fee:

Prior to the beginning of each dues 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 dues year and shall provide the Board with a copy of the "demand and return system" established by the Association pursuant to N.J.S.A. 34:13A-5.6. The representation fee to be paid by non-members will be computed annually by the Association in accordance with N.J.A.C. 19:17-3.4. The Board shall be notified of the amount of said representation fee.

C. Payroll Deduction Schedule:

The Board will deduct the representation fee in prorated installments from the paychecks paid to each bargaining unit employee listed by the Association as a non-member. The deduction will begin with the first paycheck paid:

1. Ten (10) days after receipt of the aforesaid list by the Board, or
2. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was re-employed in the bargaining unit from a re-employment list, in which event the deduction will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
  - a. Procedures - Except as otherwise provided in this Article, the procedures for the deduction



of representation fees and the transmission of such fees to the Association will be the same as those used for the deduction and transmission of regular membership dues to the Association.

3. Changes:

The Association will notify the Board in writing of any changes in the list of non-member unit employees and/or the amount of the representation fee, and such changes will be reflected in any deduction made more than ten (10) days after the Board receives said notice, subject, however, to the thirty (30) day waiting period for new bargaining unit employees described in paragraph C-2 above.

4. New Employees:

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

D. The Association agrees to save the Board of Education, its members, agents and officers harmless from any and all claims related to or arising out of the deduction and transmission of representation fees from non-member employees and to fully indemnify the Board of Education, its members, agents and officers for any and all expenses, fees or costs incurred in connection with any such claim.

ARTICLE XVIII

DURATION OF AGREEMENT

- A. This agreement shall be effective as of July 1, 1990, and shall continue in effect until June 30, 1993, subject to the Association's right to negotiate over a successor agreement as provided in Article II. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless extended in writing.
- B. In witness whereof the parties hereto have caused this agreement to be signed by their respective corporate officers attested by their respective secretaries and the corporate seals to be placed hereon, all on the day and year first above written.

HAWTHORNE CUSTODIAL,  
MAINTENANCE & BUS DRIVERS'  
ASSOCIATION

HAWTHORNE BOARD OF EDUCATION

Jack De Knight  
President

Samuel B. Loring  
President

Janet R Hawthorne  
Secretary

Arthur M. Helms  
Secretary



APPENDIX A

A longevity provision shall be added to the contract as follows:

After 15 years of service to the Hawthorne School District - \$250.00

After 20 years of service to the Hawthorne School District - \$500.00 (Total)

*[Faint signature]*  
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HAWTHORNE PUBLIC SCHOOLS  
HAWTHORNE, NEW JERSEY

CUSTODIAL/MAINTENANCE/BUS DRIVERS' SALARY GUIDES - 1990-93

	1990-91				Bus Drivers
	NCustEL		NCustNS	PTCust	
	Cust	& Maint			
1	15800	17300	17750	8.64	8.00
2	16425	17925	18375		8.20
3	17036	18515	19006		8.64
4	17540	19019	19510		8.76
5	18493	19864	20489		
6	19007	20371	20991		
7	19892	21323	21996		
8	21005	22484	23157		
9	22505	24484	25157		
10	23985	26464	27137		
11	26924	28403	29074		
					LONGEVITY
					Years
					Over Amount
					14.99 \$250.00
					19.99 \$500.00

	1991-92				Bus Drivers
	NCustEL		NCustNS	PTCust	
	Cust	& Maint			
1	16522	18122	19672	9.42	8.36
2	16822	18422	19972		8.72
3	17447	19047	20597		8.94
4	18083	19683	21233		9.51
5	18637	20237	21787		
6	19590	21190	22740		
7	20204	21804	23354		
8	21704	23304	24854		
9	23704	25304	26854		
10	26320	27920	29470		
11	28936	30536	32086		
					LONGEVITY
					Years
					Over Amount
					14.99 \$250.00
					19.99 \$500.00

	1992-93				Bus Drivers
	NCustEL		NCustNS	PTCust	
	Cust	& Maint			
1	16600	18250	19800	10.26	8.50
2	17100	18600	20250		9.11
3	17997	19741	21431		9.50
4	18497	20241	21931		10.06
5	19197	20941	22631		
6	19797	21541	23231		
7	20774	22518	24208		
8	21765	23509	25199		
9	23704	25448	27138		
10	26347	28091	29781		
11	30947	32691	34381		
					LONGEVITY
					Years
					Over Amount
					14.99 \$250.00
					19.99 \$500.00

	STIPENDS		
	1990-91	1991-92	1992-93
NCust	\$600.00	\$700.00	\$800.00
HNCust	\$500.00	\$500.00	\$500.00
MMaint	\$600.00	\$700.00	\$800.00
Boiler	\$300.00	\$350.00	\$400.00



