

4. 8035

02-10

COLLECTIVE NEGOTIATION AGREEMENT

between

THE DUMONT BOARD OF EDUCATION

and

THE DUMONT CUSTODIAL ASSOCIATION

July 1, 1984 to June 30, 1987

LIBRARY
Institute of Management and
Labor Relations

MAY 30 1985

RUTGERS UNIVERSITY

**THIS DOES NOT
CIRCULATE**

Collective Negotiation Agreement

between
The Dumont Board of Education
and
The Dumont Custodial Association

July 1, 1984 to June 30, 1987

ARTICLE I

Recognition

The Board of Education recognizes the Dumont Custodial Association as the exclusive negotiating representative for the following custodial personnel: custodian, maintenance, and head custodian.

The following employees are specifically excluded from the provisions of this agreement:

Director of Buildings and Grounds
Supervisor of Custodial Personnel
Inventory Control Clerk
Part-time and per diem employees
Secretary to the Director of Buildings and Grounds

ARTICLE II

Negotiation Procedure

- A. All communications between the parties relating to this agreement shall be made in writing, addressed and given to the president and negotiation chairperson of and for the association and to the superintendent of schools on behalf of the board.
- B. The parties agree to enter into collective negotiation over a successor agreement in accordance with Chapter 123, Public Laws 1974, in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employees employment. Such negotiations shall begin no later than December 1, or in accordance with the timetable set by PERC of the calendar year preceding the calendar year in which this agreement expires. The starting date may be waived in writing by mutual agreement of both parties. Any agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the board and the association, in accordance with section E below.

- C. The board and the association shall exchange proposals on or before a mutually agreeable date. The proposal shall represent all the proposals of either party.
- D. The execution of the successor agreement by the parties hereto shall take place after ratification of the provisions herein by the association and by the board at its next regular or special meeting following the ratification by the association.
- E. The parties agree that all negotiable items have been discussed during the negotiations leading to this agreement, and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not, except by mutual consent. Further, in the event meetings are held and no agreement is reached between the parties amending the agreement, then neither party shall be charged with having created an impasse.
- F. This agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

Applicable Law

- A. It is expressly understood that this contract shall be binding upon the board of education only to the extent permitted by the Laws and Constitution of the State of New Jersey and of the United States of America and shall not impair the rights of any individual under Article I, Section 19 of the New Jersey State Constitution.
- B. It is understood by all parties that the board, on its own behalf and on behalf of the electors of the district, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by law and the Constitution of the State of New Jersey and of the United States.

ARTICLE IV

Reproduction of this Agreement

The cost of producing one hundred copies of this agreement shall be equally divided between the board and the association.

ARTICLE V

Grievance Procedure

A. Definition of a Grievance

A grievance is a claim by an employee or the association based upon a claimed loss, injury or inconvenience as the result of an alleged violation, misinterpretation, or inequitable application of any existing district regulation, policy or provision of this agreement, or administrative decision affecting an employee's terms and conditions of employment.

B. Purpose

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may, from time to time, arise affecting the welfare or working conditions of employees. Both parties agree that these proceedings shall be kept informal and confidential.

C. Procedure

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as maximum and every effort should be made to expedite the process. The time limits specified may be extended by mutual agreement in writing.
2. In the event a grievance is filed on or after June 1, which, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party-in-interest, the time limits set forth here shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year, or as soon thereafter as is practicable.
3. Level One: Any employee or the association who has a grievance shall first discuss it with his/her principal or immediate supervisor in an attempt to resolve the matter informally at that level.
4. Level Two: If as a result of the discussion at level one the matter is not resolved to the satisfaction of the employee or association within five (5) calendar days after presentation of the grievance at level one, he/she shall set forth his/her grievance, in writing, to the principal specifying: the alleged violation, misinterpretation, or inequitable application, the date of occurrence, the relief sought. Copies shall be sent to the superintendent and the association. The principal shall communicate his/her decision to the employee, superintendent of schools, and the association, in writing, within five (5) calendar days of receipt of the written grievance.
5. Level Three: The employee or association may, within five (5) calendar days after receiving the principal's decision, appeal the principal's decision to the superintendent of schools or

his/her designee. The appeal to the superintendent must be made in writing, and must set forth the grounds upon which the grievance is based. The superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed five (5) calendar days after receiving the appeal. The superintendent shall communicate his/her decision in writing, along with supporting reasons, to the employee, the principal and the association.

6. Level Four: If the grievance is not settled to the satisfaction of the employee after reaching the superintendent, the matter may be referred to the association for consideration. This referral for consideration must be made within five (5) calendar days. The association's grievance committee shall make a determination as soon as possible, but within a period not to exceed five (5) calendar days after referral, notifying the employee and the superintendent in writing of that determination.

If the association determines that the grievance has, or may have merit, it shall recommend that the grievance be heard by the board of education. If the association determines that the grievance is without merit, the employee shall retain the right to appeal, in writing, to the board of education. The request, in either case, shall be submitted, in writing, within five (5) calendar days through the superintendent of schools, who shall attach all related papers and forward the request to the board of education.

The board of education shall review the grievance and may, at its option, hold a hearing if a hearing has been requested. The board shall render a decision, in writing, within thirty (30) calendar days of receipt of the grievance.

7. Level Five: If the association is not satisfied with the disposition of the grievance by the board, the association, may within ten (10) calendar days after receiving the decision from the board, submit the grievance to arbitration by requesting a list of arbitrators from the American Arbitration Association. The parties shall then be bound by the rules and procedures of the AAA. The superintendent shall receive a copy of the demand for arbitration. The arbitrator so selected shall confer with representatives of the board and the association and hold hearings promptly. The arbitrator's decision shall be in writing and shall set forth the findings of fact, reasoning, and conclusions for the issues submitted. The arbitrator shall be without power or authority to make a decision which violates the terms of this agreement. The arbitrator shall be without power to add to, delete from, or modify this agreement. He/she shall issue his/her decision no later than thirty (30) calendar days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statement and proofs are submitted. The decision shall be submitted to the board, the association and the aggrieved, and shall be binding with respect to grievances involving the alleged violation, interpretation or inequitable application of the expressed provisions of the contract, and shall be advisory with respect to all other matters.

The cost for services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, shall be borne equally by the board and the association.

8. Failure to File: A grievance to be considered under this procedure must be initiated within thirty (30) calendar days of this occurrence or impact on the individual. Failure to file or advance a grievance within a specified time limit shall constitute a waiver of the grievance. Failure to respond to a grievance within the specified time limits shall permit the aggrieved to proceed to the next level.

D. Rights to Employee to Representation

With respect to personal grievances, he/she shall be assured freedom from restraint, interference, coercion, discrimination or reprisal in presenting his/her appeal. The employee shall have the right to present his/her own appeal or designate representatives of the association or another person of his/her own choosing to appear with him/her or for him/her at any step in his/her appeal. When an individual is not represented by the association, the association shall have the right to be present and informed at all stages of the grievance procedure.

E. Miscellaneous

1. Decisions rendered at levels two, three and four of the grievance procedure shall be in writing, setting forth the decision and the reasons for the decision.
2. All documents, communications, and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
3. Forms for filing grievances, serving notices, taking appeals, making reports and recommendations, and other necessary documents shall be prepared jointly by the superintendent and the association, and given appropriate distribution by both parties so as to facilitate operation of the grievance procedure.
4. No employee shall have the right to refuse to follow an administrative directive or a board policy on the grounds that he/she has instituted a grievance.
5. All employees including the grievant shall continue under the direction of the superintendent and administrator regardless of the pendency of any grievance until such grievance is properly determined.

ARTICLE VI

Custodial Rights

Pursuant to Chapter 123, Public Laws of New Jersey, 1975, the board of education hereby agrees that every custodial employee of the board shall have the right to organize, join and engage in collective negotiations and other concerted and lawful activities for mutual aid and protection. As a duly elected body exercising governmental power under color of law of the State of New Jersey, the board of education undertakes and agrees that it will not discriminate against any custodial employee with respect to terms and conditions of employment by reason of his/her membership in the association, and his/her participation in any legal activities of his/her association, or his/her institution of any grievance with respect to any terms or conditions of employment.

ARTICLE VII

Management Rights Clause

The board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this agreement in accordance with applicable laws and regulations to:

- A. direct employees of the school district,
- B. hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote discharge, or take other disciplinary action against employees,
- C. relieve employees from duty because of lack of work or for other legitimate reasons,
- D. maintain efficiency of the school district operations entrusted to them,
- E. determine the methods, means, and personnel by which such operations are to be conducted, and,
- F. take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

It is understood by all parties to this agreement that, under the rulings of the courts of New Jersey and the state commissioner of education, the board of education is forbidden to waive any rights or powers granted by law.

ARTICLE VIII

Association Rights and Privileges

Duly authorized representatives of this association may be given permission to transact official custodial organization business on school property at such time and place as the administration deems reasonable so as not to interfere with or interrupt normal school operations.

In the use of buildings by the association, the board of education may make a reasonable charge when special custodial service is required.

The association may use school equipment when not otherwise in use in accordance with board policy. Supplies in connection with such equipment use will be furnished by the association.

ARTICLE IX

Sick Leave

A. Definition of Sick Leave - 18A:30-1

"Sick leave is hereby defined to mean the absence from his or her post of duty of any person because of personal disability due to illness or because she/he has been excluded from school by the school district's medical authorities on account of contagious disease or of being quarantined for such a disease in her/his immediate household."

B. Absence of all full-time employees shall be governed by state law and the following detailed provisions:

1. Sick leave with pay shall be granted to all full-time employees of the board of education in accordance as follows: One (1) day per month of employment during each school year. All days for the year will be credited on the first day of employment each year.
2. For absences of three (3) days or less, the employee must file with the building principal or immediate superior assigned, a signed statement showing dates and reason for absence immediately upon his/her return to employment.
3. Absences beyond a three (3) day period require a doctor's certificate. These certificates are to be attached to the sick leave form and forwarded to the office of the superintendent.
4. If any employee requires in any school year less than the specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized shall be accumulative to be used for additional sick leave in subsequent years. (18A:30-3)
5. Whenever an employee is absent from his/her post of duty as a result of a personal injury caused by an accident arising out of and in the course of his/her employment, the board of education shall pay to such employee the full salary wages for the period of such absence for up to one (1) calendar year without having such absence charged to the annual sick leave or the accumulated sick leave. (18A:30-2.1)
6. In cases where full salary is paid by the board of education during periods of absence covered by workmen's compensation, the employee shall endorse the workmen's compensation checks to the board of education. (18A:30-2.1)
7. In cases where an employee must leave school during regular hours for personal illness or other emergency, the following rules shall apply:
 - a. Prior to two (2) hours, full day deduction of pay or time.
 - b. More than two (2) hours, but less than four (4) hours, one-half (1/2) day deduction of pay or time; such time to begin when the employee's normal work or school day begins.
 - c. Over four (4) hours, no loss of pay or time.

8. For absences where no provision for payment has been made, salary will be deducted as follows:
 - a. Ten (10) month employees - daily rate of 1/200th of yearly salary.
 - b. Twelve (12) month employees - daily rate of 1/260th of yearly salary.

ARTICLE X

Extended Sick Leave

Prolonged Absence Beyond Sick Leave Period - 18A:30-6

ARTICLE XI

Personal Leave

- A. In an effort to prevent undue hardship to employees who must be absent from school to attend to urgent personal business, three (3) days of personal leave without deduction in salary will be provided for each year of regular employment. Such leave shall not be cumulative (except for severance pay purposes).
- B. The intent of the board of education is that these days be used for urgent personal business which cannot be attended to conveniently on a day or time other than a school day.
- C. Requests for leaves of this nature shall be submitted to the principal or immediate supervisor for his/her recommendation forty-eight (48) hours in advance. Emergency requests will be submitted via the substitute call service and the employee shall be required to submit the reason for the emergency request on the first day that he/she returns to work.
- D. Reasons for leave in this category may include illness in the family, religious holidays, death of friends, graduation of members of the immediate family, house closing or moving.
- E. Reason or reasons for personal leave must be stated and it is understood that leave shall not be taken prior to or following a school holiday, with the following exceptions:
 1. In extenuating situations, a leave may be granted prior to or following a school holiday. The superintendent, may, in his/her discretionary power, grant personal leave. However, a refusal to grant leave under this exception is not grievable.
 2. Personal leave is not to be used as an extension of vacation time.
 3. In the application for personal leave day request prior to or after a school holiday period, said request is to go directly from the employee to the superintendent.
- F. Granting of days of leave shall be in accordance with the operational needs of the school system as defined by the superintendent of schools.
- G. Any undue hardships caused by circumstances beyond the control of the employee, and not covered in this article, may be reviewed by the superintendent upon request of the employee. The superintendent may, if he/she deems it necessary, grant an adjustment of leave beyond the terms of this article.

ARTICLE XII

Bereavement

Five (5) days' leave with pay are allowed for death in the immediate family. For purposes of definition regarding absence, the immediate family includes: husband, wife, child, or the father, mother, brother, sister, or relatives by marriage in the same degree of the relationship, except as noted below.

Three (3) days' leave with pay are allowed for death of grandparent, grandchild, brother/sister-in-law, or other relative living in the employee's household.

One (1) day's leave with pay is allowed for reason of death of a relative, other than those specified above.

ARTICLE XIII

Child-bearing and Child-rearing Leave

- A. During the period of actual disability related to pregnancy, employees may, at their option, utilize regular sick leave. The board may require, as a condition of the employee's return to service at the conclusion of the period of disability, production of a certificate from a physician certifying that the employee is medically able to resume her duties.
- B. The board shall grant child-rearing leave of absence without pay immediately following the conclusion of sick leave associated with childbirth or commencing on a mutually agreeable date following the birth of the child, to any employee upon request, in accordance with applicable statutes, regulations, and state agency decisions, for the balance of the school year in which the leave is requested. In addition, employees shall, upon written request, be granted a leave of absence without pay for child-rearing purposes for one (1) full year (July through June) following the year in which the initial child-rearing leave occurs. In no event shall any such leave be extended beyond the end of the contract year in which the leave is requested to commence for non-tenured employees, unless the board otherwise elects.
- C. In the event that an employee's pregnancy terminated prior to the expiration of the leave which has been granted, or prior to the inception of the leave which may have been requested, said employee may apply for early re-instatement by filing a written request therefor with the superintendent, accompanied by a physician's certification that she is medically able to resume, or continue to perform her duties. The board shall grant such a request if it has not contractually obligated itself to employ a replacement for the employee in question during the period for which leave has been originally requested or granted, and if such request can be fulfilled without substantially interfering with the effective administration of the education program to which the employee in question was assigned and seeks to be reinstated. The board shall not contractually obligate itself for such a replacement if the leave requested is for a period of sixty (60) days or less.
- D. Employees adopting a child shall receive similar leave which shall commence upon receiving de facto custody of said child, or earlier, if required for adoption. The board reserves the right to set the term of the leave, within reasonable limits, in the best interests of the school.

ARTICLE XIV

Performance of Legal Responsibilities

Leave for performance of a civic duty in serving on a petit or grand jury when required by law shall be granted providing a letter confirming the purpose of such leave from a sheriff, court, or United States attorney, depending upon jurisdiction, is filed with the superintendent of schools. An amount equal to the income derived from jury service will be deducted from the staff member's base salary.

Leave for acquiescing to a court or other valid subpoena, may be allowed without loss of pay, dependent on circumstances and at the discretion of the superintendent of schools.

ARTICLE XV

Military Leave

A. Request for Leave

Any permanent custodian of the Dumont Public Schools who may be conscripted into the defense forces of the United States for service or training shall make application for military leave.

B. Reinstatement

The custodian shall be reinstated to a position in the school system with full credit, including the annual increment, in accordance with law, under the salary schedule, upon meeting the following conditions:

1. That he/she is physically and mentally capable of performing the duties of his/her former position.
2. That he/she make written application for reinstatement at least thirty (30) days prior to requested date of re-employment, and that such request is no later than ninety (90) days following his/her date of separation or discharge from active military service.
3. That he/she furnished proof of an honorable discharge or separation from military service.

C. Reserve Military Training

Any permanent custodian shall be granted leave, up to a maximum of two weeks per year, for reserve military training. Such leave shall not be counted against accumulated vacation time. A custodian on reserve training leave shall be paid by the school district at his/her regular rate of the normal work week, less such military pay allowances except travel allowance, which he/she shall receive for such training. The custodian shall provide the office of the business administrator with evidence of the amount of compensation received for summer training so that the proper adjustment can be made.

ARTICLE XVI

Health Benefits and Insurance

The board agrees to provide, without cost to the employee, the following:

1. The Public and School Employees Health Benefits Program, administered through the New Jersey Division of Pensions, or its equivalent, under individual or family plan, whichever is applicable to the employee.

Carrier will be chosen by the board.

2. Dental Plan

The board shall provide the funds necessary to implement full dental plan coverage, including orthodontics, under individual or family plan, whichever is applicable to the employee, for the period of this agreement.

Carrier will be chosen by the board.

3. Optical Plan

Effective July 1, 1985, the board shall pay the cost of family optical plan. The board's premium cost shall be limited to the rate in effect on July 1, 1985.

Carrier will be chosen by the board.

ARTICLE XVII

Work-Schedule, Vacations, and Holidays

A. Work Year

1. Twelve (12) month employees:
 - a. The work year is from July 1 through June 30.
2. Ten (10) month employees:
 - a. The work year is from September 1 through June 30.

B. Work Week

1. The work week for custodial employees, excluding head custodians, shall consist of five eight-hour work shifts a week totaling forty (40) hours. Hours worked in excess of eight (8) per day or forty (40) per week shall be paid at the overtime rate.

2. Excess hours (overtime) shall be paid when more than eight (8) hours are worked in a single twenty-four (24) hour period.

Custodians shall receive overtime pay in this manner: time and one half for Saturdays and double time for Sundays and holidays.

The head custodians shall be paid for building checks in this manner: double time for the first hour, and time and one-half for any additional time worked as part of the building check time.

Employees called back to work after their regular working hours shall be guaranteed two hours overtime pay.

2. The normal work week shall be defined as starting at 12:01 a.m. Sunday and terminating 11:59 p.m. Saturday. The hourly rate shall be computed by dividing the annual salary by 2080.

C. Vacations

1. Vacation Allotment - Vacation is an earned benefit based on continuous years of service as follows:

Less than one (1) year - one day per month worked (maximum of ten) with employment commencing prior to February 1.

After one year through the fifth year - two weeks.

Beginning with the sixth year through the tenth year - 3 weeks.

The vacation period will be 3 weeks plus one additional day for each year beyond the tenth year up to a maximum of 4 weeks to be reached at the 15th year of employment.

After the 15th year - 4 weeks vacation.

2. Vacation will be taken during July and August, or when school is not in session during recess periods. Exceptions to this policy may be made with consent of the business administrator and the consent of the superintendent of schools.
3. If a holiday falls during an employee's vacation period, the employee shall have an extra day off.
4. Vacation schedules should be arranged with the director of buildings and grounds and the business administrator, and forwarded to the office of the superintendent of schools, for approval, no later than May 1.
5. Vacation days cannot be accrued beyond July 1 following the work year in which they were earned.

D. Holidays

A. The list of paid holidays to which each custodian is entitled, for the contract period July 1 through June 30 is as follows:

- | | |
|-----------------------|---------------------------|
| 1. Independence Day | 7. Christmas Day |
| 2. Labor Day | 8. New Year's Eve |
| 3. Columbus Day | 9. New Year's Day |
| 4. Veterans Day | 10. Washington's Birthday |
| 5. Thanksgiving Day-2 | 11. Good Friday |
| 6. Christmas Eve | 12. Memorial Day |

- B. The superintendent may recommend additional holidays to the board of education for their consideration in accordance with the school calendar.
- C. In the event the holiday falls on a Saturday or a Sunday, an additional day will be designated in lieu thereof by the superintendent of schools.
- D. If the schools are open on any of the above holidays, a day will be substituted, on a day when school is not in session, that is approved by the superintendent of schools.

ARTICLE XVIII

Withholding of Increments

It shall be clearly understood by all custodial employees that negotiated salary schedules or individual contracts do not guarantee an 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 this procedure:

1. Whenever the superintendent of schools decides to submit a recommendation to the board to withhold a salary increment, the employee to be so 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 necessary 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 10 days, give written notice of such action, together with the reasons therefore, to the employees concerned.

ARTICLE XIX

Compensation

- A. Refer to Addendum #1 Salary Guide attached.
- B. February 1 shall be the cut off date for a full increase in salary. After contract time designates less than a complete six months of work the salary increase will be halved.
- C. Clothing Allowances

The board of education shall furnish the following:

- 1. Three (3) uniforms per employee per year.
- 2. Commencing during the 1986-1987 school year, one (1) pair of workshoes for each employee.
- 3. Foul weather gear -
Two (2) sets each for Lincoln and Grant Schools.
Three (3) sets each for Honiss, Selzer, High School
and grounds maintenance.

ARTICLE XX

Agency Shop

- A. Purpose of Fee

If an employee does not become a member of the association during any membership year, (i.e., 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 for that membership year to offset the costs of services rendered by the association as majority representative.

- B. Amount of Fee

Prior to the beginning of each membership year, the association will notify the board in writing 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 non-members will be equal to the maximum allowed by law.

- C. Deduction and Transmission of Fee

The board agrees to deduct from the salary of any employee who is not a member of the association for the current membership year the full amount of the representation fee set forth in the section above, and promptly will transmit the amount so deducted to the association.

The board agrees to deduct the representation fee in equal installments, as nearly as possible, from the pay checks paid to each employee during the remainder of the membership year in question. The deductions will begin thirty (30) days after the employee begins his/her employment in a bargaining unit position.

D. Termination of Employment

If an employee who is required to pay a representation fee terminates his/her employment with the board before the association has received the full amount of the representation fee to which it is entitled under this agreement, the board will deduct the unpaid portion of the fee from the last pay check paid to said employee during the membership year in question, and promptly forward same to the association.

E. Mechanics

Except as otherwise provided in this agreement, the mechanics for the deduction of representation fees and the transmission of such fees to the association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the association.

ARTICLE XXI

Miscellaneous Provisions

- A. This agreement shall go into effect on July 1, 1984, and shall expire on June 30, 1987. It shall be renegotiated prior to its expiry by use of the negotiation procedures provided in this agreement.
- B. If any provision of this agreement or any application of this agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in force and effect.

ARTICLE XXII

Severance Pay

- A. Effective January 1, 1985, employees who retire and qualify for immediate PERS pension benefits shall be eligible for severance pay, provided that the employee has spent a minimum of ten (10) years in the school district.
- B. Severance pay shall be determined by multiplying fifteen (\$15) dollars times the number of unused sick and personal leave days accumulated by the employee at the time of retirement. Accumulated sick leave days shall be based on the employee's total time of employment in the district. The accumulation of unused personal days shall begin with days earned during the 1983-1984 school year.
- C. Severance pay checks shall be issued not later than July 15th of the school year following the school year in which the employee retires.
- D. In the event that an employee retires and dies prior to receipt of the severance pay check, the money shall be paid to the employee's estate.

ARTICLE XXIII

Duration of Agreement

This agreement shall be effective as of July 1, 1984, and shall continue in effect until June 30, 1987. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated.

Dumont Custodial Association

Dumont Board of Education

James J. Romano
President

Dr. James Y. Essig
President

Barnett L. Jost
Negotiating Chairperson

Stanley S. Robinson
Negotiating Chairperson

Date 6/7/84

Date 6/7/84

Custodial Salary Guide1984 - 85

<u>Step</u>	<u>Custodian</u>	<u>Lead Night Lincoln/ Grant</u>	<u>Lead Night Honiss/ Selzer</u>	<u>Lead Night High School</u>	<u>Head Lincoln/ Grant</u>	<u>Head Honiss/ Selzer</u>	<u>Head High School</u>	<u>Maintenance</u>
1	\$13,108	\$13,533	\$13,658	\$13,783	\$13,783	\$14,033	\$14,483	\$15,283
2	13,408	13,833	13,958	14,083	14,083	14,333	14,783	15,408
3	13,708	14,133	14,258	14,383	14,383	14,633	15,083	15,533
4	14,008	14,433	14,558	14,683	14,683	14,933	15,383	15,658
5	14,308	14,733	14,858	14,983	14,983	15,233	15,683	15,783
6	14,608	15,033	15,158	15,283	15,283	15,533	15,983	15,908
7	14,908	15,333	15,458	15,583	15,583	15,833	16,283	16,233
8	15,208	15,633	15,758	15,883	15,883	16,133	16,583	16,558
9	15,508	15,933	16,058	16,183	16,183	16,433	16,883	16,883

Each employee upon satisfactory evaluation will receive \$1258 increase for the 1984-1985 school year.

10 month employees salary pro-rated.

Custodial Salary Guide1985 - 86

<u>Step</u>	<u>Custodian</u>	<u>Lead Night Lincoln/ Grant</u>	<u>Lead Night Honiss/ Selzer</u>	<u>Lead Night High School</u>	<u>Head Lincoln/ Grant</u>	<u>Head Honiss/ Selzer</u>	<u>Head High School</u>	<u>Maintenance</u>
1	\$14,142	\$14,567	\$14,692	\$14,817	\$14,817	\$15,067	\$15,517	\$16,492
2	14,442	14,867	14,992	15,117	15,117	15,367	15,817	16,617
3	14,642	15,167	15,292	15,417	15,417	15,667	16,117	16,742
4	14,942	15,467	15,592	15,717	15,717	15,967	16,417	16,867
5	15,242	15,767	15,892	16,017	16,017	16,267	16,717	16,992
6	15,542	16,067	16,192	16,317	16,317	16,567	17,017	17,117
7	15,842	16,367	16,492	16,717	16,717	16,867	17,317	17,242
8	16,142	16,667	16,792	17,017	17,017	17,167	17,617	17,567
9	16,442	16,967	17,092	17,317	17,317	17,467	17,917	17,892

Each employee upon satisfactory evaluation will receive \$1334 increase for the 1985-1986 school year.

10 month employees salary pro-rated.

Custodial Salary Guide1986 - 87

<u>Step</u>	<u>Custodian</u>	<u>Lead Night Lincoln/ Grant</u>	<u>Lead Night Honiss/ Selzer</u>	<u>Lead Night High School</u>	<u>Head Lincoln/ Grant</u>	<u>Head Honiss/ Selzer</u>	<u>Head High School</u>	<u>Maintenance</u>
1	\$15,251	\$15,676	\$15,801	\$15,926	\$15,926	\$16,176	\$16,626	\$17,776
2	15,551	15,976	16,101	16,226	16,226	16,476	16,926	17,901
3	15,851	16,276	16,401	16,526	16,526	16,776	17,226	18,026
4	16,051	16,576	16,701	16,826	16,826	17,076	17,526	18,151
5	16,351	16,876	17,001	17,126	17,126	17,376	17,826	18,276
6	16,651	17,176	17,301	17,426	17,426	17,676	18,126	18,401
7	16,951	17,476	17,701	17,726	17,726	17,976	18,426	18,526
8	17,251	17,876	18,001	18,026	18,026	18,276	18,726	18,651
9	17,551	18,176	18,301	18,326	18,326	18,576	19,026	18,976

Each employee upon satisfactory evaluation will receive \$1409 increase for the 1986-1987 school year.

10 month employees salary pro-rated.

1. No individual shall be advanced in salary, classification or category unless his/her services have been reviewed by the superintendent of schools with his/her supervisor and the superintendent shall have recommended such advancement to the board of education for approval.
2. The withholding of any advance in salary for any given year shall not create an obligation to restore such advancement.
3. Personnel may move from one position title to another, on the recommendation of the superintendent of schools and approval of the board of education, with a ninety (90) day probationary period. During this probationary period no salary increase, if forthcoming, shall be paid until the ninety-first (91) day in the new position, at which time the increase shall be retroactive to the first day in the new position.
4. February 1st shall be the cut-off date for a full increase in salary. When contract time designates less than a complete six months of work the salary increase will be halved.
5. Personnel contracted for less than a twelve (12) month work year will have their salaries pro-rated in accordance with their work assigned calendar, their classification, or category of employment.
6. A candidate for employment shall negotiate his/her starting salary with the board of education. The bargaining unit shall negotiate subsequent salary agreements for said employee.

This same procedure shall be in effect for all custodial/maintenance employees who move from one classification or category to another.

7. Assignment of Category:
 - a) Classification has no reference to the individual's personal ability or qualification, but is intended to group together positions which are basically similar in duties and responsibilities.
 - b) Classification and category placement will be determined by the superintendent of schools, subject to the approval of the board of education.