

**HILLSDALE  
BOARD OF EDUCATION**

**HILLSDALE  
EDUCATION ASSOCIATION**

**CUSTODIANS AGREEMENT**

**FOR THE PERIOD**

**July 1, 2005 -- June 30, 2008**

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**ARTICLE I**  
**RECOGNITION**

The Hillsdale-Board of Education, after examination of all signed authorization cards, hereby recognizes the Hillsdale Education Association as the exclusive negotiating representatives in accordance with the provisions of Chapter 303, New Jersey Public Laws of 1968, for all employees in the classifications set forth as follows:

Custodians

Groundsmen

Bus Drivers

but excluding

.Part-time employees working less than 25 hours per week

.Temporary employees hired for less than a ninety (90) day period

.Supervisor of Maintenance

.School Facility Supervisors

**NOTICE TO PARTIES**

"All notice or communications by and between the parties shall be as below:

If by the Association to the Board:

Superintendent of Schools  
32 Ruckman Road  
Hillsdale, New Jersey 07642

If by the Board to the Association:

Association President  
School Building Address or Home Address

The Association shall be required to notify the Superintendent of Schools of the home and school address of the Association President with five (5) calendar days of the date of taking office."

The use of masculine or feminine gender in this Agreement shall be construed as including both genders and not as sex limitations.

**ARTICLE II**

**GRIEVANCE PROCEDURE**

Definition

A "grievance" shall mean a complaint by an employee of the Public School System or the Hillsdale Education Association who claims that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or misapplication, or inequitable application of the contract, an administrative decision, including disciplinary determination, and/or an established policy governing the employees' terms and conditions of employment.

The term "grievance" shall not apply to:

- (a) Any matter for which a method of review is prescribed by law, or
- (b) any rule or regulation of the State Commissioner of Education, or
- (c) a complaint of an employee which arises by reason of his not being reemployed.

A grievance to be considered under this procedure must be initiated by the employee or Hillsdale Education Association within thirty (30) calendar days of its occurrence, assuming the employee or Hillsdale Education Association could reasonably be expected to do so.

Procedure

Level I - Principal or School Facility Supervisor (Informal)

Any employee who has a grievance shall discuss it orally with his Principal or School Facility Supervisor in an attempt to resolve the matter informally at that level. If as a result of the discussion the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his grievance in written to the Principal or School Facility Supervisor specifying:

**ARTICLE II** (continued)

- (a) The nature of the grievance including what contract provisions, Board policy, or administrative decision is being grieved and what remedy is being sought.
  
- (b) The nature and extent of the injury, loss, or inconvenience.
  
- (c) The results of previous discussions.

The Principal or School Facility Supervisor shall communicate his decision to the employee in writing within five (5) school days of receipt of the written grievance.

Level Two - Principal and Business Administrator/Board Secretary

The employee may appeal the Principal's or School Facility Supervisor's decision to the Business Administrator/Board Secretary within five (5) school days. The appeal to the Business Administrator/Board Secretary must be made in writing reciting the matter submitted to the Principal or School Facility Supervisor as specified above. The Business Administrator/Board Secretary shall attempt to resolve the matter as quickly as possible but within a period not to exceed five (5) school days. The Business Administrator/Board Secretary shall communicate his decision in writing to the employee.

Level Three - Superintendent

The employee may appeal the Business Administrator/Board Secretary's decision to the Superintendent of Schools within five (5) school days. The appeal to the Superintendent must be made in writing reciting the matter submitted to the Business Administrator/Board Secretary as specified above. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the employee.

**ARTICLE II** (continued)

Level Four - Board of Education

If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education within five (5) school days. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education within five (5) school days. The Board, or a committee thereof, shall review the grievance and may hold a hearing with the employee within thirty (30) calendar days of receipt of the grievance by the Board. The Board shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or within thirty (30) calendar days of the date of the conclusion of the hearing with the employee.

Level Five - Arbitrator

If the employee is dissatisfied with the decision of the Board of Education, the employee or the Hillsdale Education Association may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than two weeks after the decision in writing of the Board of Education was made known. Nothing in this Agreement shall prevent the Board and the Association from requesting arbitration on items which are in consonant with the definition of grievance. The following procedure will be used to secure the services of an arbitrator:

- (a) A request will be made to P.E.R.C. to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- (b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request that P.E.R.C. submit a second roster of names.
- (c) If the parties are unable to determine, within ten (10) schooldays of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, P.E.R.C. shall be requested by either Party to designate an arbitrator.

**ARTICLE II** (continued)

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall only be advisory. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the hearings.

Costs

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board of Education and the Hillsdale Education Association. Any other expenses incurred shall be paid by the party incurring them.

**ARTICLE III**

**VACATION**

Paid Holidays

There will be thirteen (13) paid holidays per school year based upon a schedule approved by the Board of Education prior to June 30 of each school year. The school calendar and scheduled paid holidays may be altered on short notice subject to any emergencies that may arise.

Vacation

Employees will be eligible for two weeks' Summer vacation after one (1) full year of service; three weeks after five full years; and four weeks after twelve full years. After eight full years of service, employees shall receive one (1) additional day vacation for each full year of service up to a maximum of four (4) weeks. For less than one full year of service prior to July 1, an employee will receive one day's Summer vacation for each full month served to a maximum of ten work days.

Employees who have earned three weeks of vacation must take a minimum of two (2) weeks' vacation during the summer break. Employees who have earned four weeks vacation must take a minimum of three (3) weeks during the summer break. The remaining days/weeks will be scheduled during the school year with the approval of the Superintendent of Schools or his designee. The employee may request a waiver of this requirement to the Superintendent or his designee. The decision of the Superintendent is final and shall not be subject to the provisions of the grievance procedure.

Unused vacation days may be carried into the following year subject to the approval of the Superintendent.

**ARTICLE IV**

**TEMPORARY LEAVES OF ABSENCE**

Employees shall be entitled to the following leaves of absence with full pay for each school year. For less than full-time employees, application of this Article shall be prorated accordingly. Leave taken pursuant to this Article shall be in addition to any sick leave to which an employee is entitled under the law. Copies of applicable sections of Title 18A, New Jersey Statutes, will be provided in the Non-Certificated Employee Handbook

A. Personal Days

1. Five (5) days for personal, legal, business, household, paternity or family matters which require absence during school hours. Notification to the Superintendent through the Building Principal or immediate superior of personal leave shall be made at least three (3) days before taking such leave except in the case of emergency. The employee shall not be required to state a reason for taking such leave other than he is taking it under this section, except in the event the employee is to take such a day immediately before or after a holiday in the Hillsdale School District. In such case, the employee shall give the specific reasons, in writing, for such day(s) and shall be subject to a salary reduction of 1/480 of his/her annual salary for each day taken. This reduction may be waived by the Superintendent. The decision of the Superintendent is final and shall not be subject to the provisions of the grievance procedure.
2. Absence initiated by the Administration or Board for employees to attend meetings or conventions concerning school business shall not be credited to the above provision.

**ARTICLE IV** (continued)

B. Death in the Immediate Family

Up to five (5) days at any one time in the event of death of an employee's spouse, child, children-in-law, parent-in-law, sister, brother, sister- or brother-in-law, or any other member of the immediate household.

C. Death Outside the Immediate Family

1. One (1) day at any one time in the event of death of a relative.

If death occurs at a distance, extended time for traveling may be granted by the Superintendent with pay, less the established rate of a substitute.

2. In the event of the death of a teacher, employee or student in the school district, a representative number of employees, such number to be at the Superintendent's discretion, in consultation with the Building Principal and Association leadership, shall be granted time off to attend the funeral. Personal Days, as described in Part A above, may not be used to circumvent this section.

D. Illness or Emergency in Immediate Family (As defined in B. of this article)

The employee shall be granted three (3) days' absence during any given school year without loss of pay. In addition, the school employee may claim additional days at the rate of salary less the established rate of substitute pay, during the school year for the same purpose. In no case will a salary allowance for absence due to illness in the immediate family be granted beyond the five (5) days during any school year. Application of this clause shall be made through the Superintendent's office.

**ARTICLE IV** (continued)

E . Military

Time necessary for persons called into temporary active duty of unit of The U.S. Reserves or State National Guard, provided such obligations cannot be fulfilled on days when school is not in session. This will be in accordance with statutory requirements.

**ARTICLE V**

**EXTENDED LEAVES OF ABSENCE**

A. Military

Any employee who is inducted or enlists in any branch of the armed forces of the United State shall be granted a leave of absence, without pay, for the period of said induction or initial enlistment.

B. Child Care (Maternity-Paternity)

Leave for employees under this section shall be in compliance with the Family Leave Act S-2035 C.261-1989, with the following additions:

1. A female employee shall notify the Superintendent of her pregnancy, in writing, accompanied by her physician's note stating expected date of delivery, at least twelve (12) weeks prior to the requested commencement date of the leave unless a shorter period of time for such notice is made necessary by the medical condition of the employee.
2. Child Care Leave shall commence on a date mutually acceptable to the employee and the Board of Education, with exact dates of the leave to be arranged, if possible, with the least disruption to the operation of the school system.
  - a. The Board need not grant or extend the leave of absence of any nontenured employee beyond the end of the contract school year in which the leave is obtained unless the Board, in its own discretion, agrees to an extension of said leave.

**ARTICLE V** (continued)

B. Child Care (Maternity-Paternity.) (continued)

2.
  - b. The grant of Child Care Leave to an employee shall under no circumstances be deemed to be an offer of employment within the meaning of N.J.S.A., 18A:27-10 for any school year or portion of a school year in which such leave is granted.
  - c. If an employee wishes to return to work after the close of the school year, she may do so at the beginning of the first or second September 1st (if the date of leave is during the school year) or the second September 1st (if the child is born during July or August) provided she gives the Board notice in writing on or before March 1st of the year she intends to return. If an employee wishes to return to school on the first February 1st following the date she left, she must give notice in writing to the Board by the previous November 1st.
3. No employee shall be removed from her duties during pregnancy solely because she is pregnant. She may be removed based upon one of the following conditions:
  - a. Her performance has substantially declined from the accepted standard of performance established for the employees in which such person is employed.
  - b. The employee is found to be medically unable to continue working by her own physician and the Board's physician, or where these physicians disagree, by a third physician jointly selected by the Board's and the employee's physician whose opinion on medical capacity shall be final and binding.
  - c. Any other grounds for which a nonpregnant employee may be removed.
4. An employee adopting a child shall receive similar leave which shall commence upon receiving de facto custody or earlier if necessary to fulfill the requirements for adoption.

**ARTICLE V** (continued)

C Illness in The Immediate Family

(Immediate family as defined in Article IV, B.)

A leave under this section shall be in compliance with the Family Leave Act, S-2035

C.261-1989 with the following addition:

A leave of absence without pay up to one year may be granted for the purpose of caring for a member of the employee's immediate family.

D. Good Cause

Other leaves of absence up to one year without pay may be granted by the Board for good reason such as, but not limited to, appointment or election to serve in a full-time position of State or National professional or Governmental organization or agency, career or life re-evaluation, temporary reassignment of employee's spouse, with the following restrictions:

1. To be eligible an employee must have seven (7) years of service in the district.
2. The leave must be taken from September 1 - June 30 of a given school year.
3. Only one person per year will be granted a leave under this section on a first come-first serve basis.
4. The leave is subject to the approval of the Superintendent of Schools.

E. Return from Leave

1. Employees on extended leaves of absence shall notify the Administration before March 1st of his/her desire to return effective September 1st.

**ARTICLE VI**

**WORK HOURS**

- A. All full-time employees shall:
1. Work a forty (40) hour week.
  2. Work eight (8) hours per day excluding one-half (1/2) hour for lunch or dinner.
  3. Receive two (2) fifteen minute breaks per eight (8) hour work day.
  4. Receive Time and One Half (1-1/2) for all hours worked over eight (8) hours in one day or over forty (40) hours in any one week.
  5. Receive Double Time for all hours worked on Sundays and Holidays, and if required to work during their approved vacation period.
  6. Receive a minimum of four (4) hours at the proper overtime rate of pay when called to return to work outside of his regular scheduled work day. All overtime remuneration shall be at the proper rate.
  7. Receive overtime remuneration at the proper rate for hours worked prior to the regularly scheduled shift.

**ARTICLE VI** (continued)

- B. For the purpose of determining the work week (40 hours), the following shall count as regular work hours:
1. Paid sick days (8 hours).
  2. Vacation days (8 hours).
  3. Personal days (8 hours).
  4. Holidays (8 hours).
  5. Other approved paid leaves (8 hours).
- C. The employee's work week will commence at 12:01 A.M. on Monday, with the exception that no more than one (1) custodian may be assigned to a Tuesday-Saturday work week at a given time. No more than fifteen (15) Saturdays will be assigned during a given school year.
- D. All employees may be called in to work the day shift on days school is closed and that students and teachers are not required to report for the following reasons:
1. Emergency School Closings due to snow storms, other weather conditions, boiler failure, etc.
  2. School Holidays as noted on the School Calendar adopted by the Board of Education, employees will work a seven (7) hour day.

**ARTICLE VII**

**SALARIES**

- A. Salaries for all full-time employees shall be set forth on the Salary Guide in this Agreement. Part-time employees shall be paid a proportionate amount of the appropriate salary guide step.
- B. Increments are not automatically granted. A satisfactory rating upon evaluation by the School Facility Supervisor and Building Principal or the Supervisor of Maintenance, (whichever is appropriate) each year is essential for an increase to be granted. Withholding of an increment will be done in accordance with Title 18:29-14.
- C. An employee who does not hold a Fireman's Low-Pressure Boilers License (Black Seal) shall start at \$400.00 less than the appropriate step on the Custodial Salary Guide in existence at the time of his/her employment.  

Upon successful completion of obtaining a Fireman's Low-Pressure Boilers License (Black Seal), an employment contract will be issued at the prorated amount of the appropriate step of the applicable Salary Guide from the date of issuance of contract.
- D. Employees hired before January 1 will be entitled to move to the next step on guide in accordance with Item B above. Employees hired after January 1 will repeat the step on guide.

**ARTICLE VII** (continued)

- E. Each night shift custodian shall receive a pay differential of three (3) percent over his scheduled salary. Custodians assigned to a mid-afternoon/early evening shift will receive a pay differential of one and a half (1 ½) percent over his scheduled salary.
- F. The Board agrees to compensate employees who have completed the following years of service in the Hillsdale School System at the indicated increase in base salary.

<u>TIER I</u>		<u>TIER II</u>	
<u>Employed Prior to July 1, 1999</u>		<u>Employed On or After July 1, 1999</u>	
15 years	\$1400	21 years	\$1500
18 years	\$1900		
21 years	\$2400		
24 years or more	\$2900		

Such service shall be completed prior to July 1 for twelve-month employees, and prior to September 1 for ten-month employees.

**ARTICLE VIII**  
**HEALTH PROGRAM COVERAGE**

A. Health Plan

The Board will pay the full premium for individuals eligible under State law and eligible dependents for all health insurance presently included in the New Jersey State Health Benefits Program. (Eligible employees are defined as employees working twenty-five (25) hours or more per week.) Employees hired prior to July 1, 1999, who worked more than twenty-two (22) hours per week during the 1998-99 school year, whose work hours are subsequently reduced to twenty (20) or more will continue to receive all benefits as outlined above. In addition, employees who worked more than twenty-two (22) hours during the 2004-05 school year will continue to receive all benefits as outlined above as long as they continue to work a minimum of twenty-two (22) hours in the Hillsdale School District.

B. Dental Plan

The Board shall provide for coverage of eligible employees and eligible dependents in the New Jersey Dental Plan, Inc., or other plan which is mutually accepted. An "eligible employee" under this Paragraph B of this Article VIII shall be an employee who is eligible to receive the Health Plan Benefits of Paragraph A of this Article VIII and was employed by the Board prior to July 1, 1995. Employees hired on or after July 1, 1995, will be subject to a twenty-five (25) percent co-pay for their initial three (3) years of employment.

**ARTICLE IX**  
**MISCELLANEOUS**

1. Clothing

A. The Board will furnish foul weather gear for outdoor use as follows:

5- White School    2- Meadowbrook School    2- Smith School.

B. The Board agrees to purchase and supply three shirts of choice and three pairs of pants at or near the beginning of each year of employment as well as \$200 towards the purchase of additional clothing with the requirement that safety tipped shoes be purchased yearly and be worn at all times.

Receipts must be presented by the employee to the Business Administrator in order to receive reimbursement for the shoes and/or other items of clothing which may be purchased at the employee's choice of stores. Each custodian at all times of employment shall continue to be dressed in proper uniform.

2. New Employee

New employees shall serve a probationary period of ninety (90) days before a contract is issued. The services of new employees may be terminated upon one week's notification by either the employer or the employee. Probationary employees will not be eligible for paid vacation days, sick days, temporary leave days, as stated in Article IV, during the 90-day probationary period.

**ARTICLE IX - MISCELLANEOUS** (continued)

3. Conditional Employee

All employees hired on or after July 1, 2002, must obtain a Fireman's Low-Pressure Boilers License (Black Seal) and a CDL School Bus Drivers License within nine (9) months of employment. Extensions may be granted by the Superintendent of Schools upon recommendation by the School Business Administrator/Board Secretary.

4. Annual Contract

(a) After the probationary period and obtaining a Fireman's Low-Pressure Boilers License (Black Seal), employees will be offered a yearly contract which expires on June 30 of each year. New contracts are issued for the year beginning July 1 and ending June 30.

(b) Notification of Status shall be given on or before May 31 of each year. The Board shall give to each employee either:

- (1) A written offer of a contract for employment or,
- (2) a written notice that such employment shall not be offered.

(c) Any employee who receives a notice of non-employment may, within ten (10) days thereafter, request from the School Business Administrator/Board Secretary a written statement of reasons for the discharge. Such statement of reasons shall be delivered by the School Business Administrator/Board Secretary to the employee within ten (10) days of the filing of the request. The employee, within ten (10) days may appeal the decision of the School Business Administrator/Board Secretary to the Superintendent of Schools. The Superintendent of Schools will render a decision on the appeal within ten (10) days. The decision of the Superintendent of Schools will be final.

**ARTICLE IX - MISCELLANEOUS** (continued)

5. Physical Examinations

All probationary employees are required to successfully pass a physical examination prior to being issued an annual contract. The Board of Education will pay the cost of the physical when the employee goes to a Board Approved physician. Employees may go to their own physician at their own expense.

**ARTICLE X**

**PAYMENT FOR UNUSED SICK LEAVE**

A. Subject to the conditions hereinafter set forth, an eligible employee who retires or dies shall receive payment for unused sick leave. To be eligible to receive such payment, the employee must satisfy all of the following conditions:

- (1) The employee must have at least thirteen (13) years of service in the Hillsdale School District as of the effective date of retirement or the date of death. In computing the required thirteen (13) years of service, any paid or unpaid leave of absence having a time duration of one-half of a school year or longer shall not be counted.
- (2) The employee must have at least sixty-five (65) days of accumulated sick leave as of the effective date of retirement or the date of death. In computing the required number of days of accumulated sick leave, only sick leave days accruing under the provisions of N.J.S.A. 18A:30-2 shall be counted. In no event shall sick leave days accruing or awarded under the provisions of N.J.S.A. 18A:30-2.1, 18A:30-6 or any other law be counted.
- (3) Where the claim for payment of unused sick leave is based upon the retirement of the employee, the employee must have filed a bona fide application for retirement with the Public Employees' Retirement System of New Jersey under the applicable provisions of law and the application so filed must request the payment of a pension commencing immediately on the effective date of the employee's retirement from the Hillsdale School District; it being the intention of the parties to this agreement that a deferred retirement of the employee shall not qualify for the payment of unused sick leave.

**Payment for Unused Sick Leave** (continued)

(4) A written application requesting payment for unused sick leave shall be filed by or on behalf of the employee with the Hillsdale Board of Education no later than twelve (12) calendar months immediately following the effective date of retirement or the date of death of the employee, whichever shall first occur. In no event shall payment for unused sick leave be made if the required application is filed after the expiration of the twelve (12) month period.

B Where the claim for payment of unused sick leave is based upon the retirement of an employee for reasons other than physical or mental disability, the employee must give written notice of an intention to retire to the Hillsdale Board of Education at least six (6) calendar months prior to the effective date of retirement, but no later than January 15, in order to receive payment during the next school budget year. The written notice shall specify the effective date of retirement.

A written notice of intention to retire complying with the provisions of this Paragraph B may be filed with the Hillsdale Board of Education in lieu of the written application specified in Section (4) of Paragraph A of this Article X, if such written notice of intention to retire is filed prior to the expiration of the twelve (12) month time period specified in said Section (4) of Paragraph A; it being the intention of the parties to this agreement that no payment for unused sick leave shall be paid to any employee unless either the written application specified in Section (4) of Paragraph A or the written notice of intention to retire specified in this Paragraph B is filed with the Board prior to the expiration of the twelve (12) month period specified in Section (4) of Paragraph A.

**Payment for Unused Sick Leave** (continued)

C. Payment for unused, accumulated sick leave under this Article X shall be at the rate of \$53.00 per day for all days of unused sick leave accumulated by an eligible employee provided, however, that the maximum total payment to any eligible employee for all sick days of unused sick leave accumulated by the employee shall not exceed the total sum \$12,750 (2005-06), \$13,000 (2006-07), and \$13,500 (2007-08). Payment shall be made only for unused sick leave days accumulated by an eligible employee under the provisions of N.J.S.A. 18A:30-2 and not under any other provision of law. Sick leave days accumulated by an employee while serving in a part-time position (less than 25 hours per week) shall not be eligible for payment. No payment shall include interest of any kind.

- (1) When the employee is living at the time of payment of this benefit, payment shall be made directly to the employee.
- (2) When the employee is deceased at the time of payment of this benefit, payment shall be made to the person named by the employee as beneficiary to receive this benefit on a "Beneficiary Designation" form provided by the Hillsdale Board of Education. If the employee shall fail to name a beneficiary to receive this benefit or if the person so named shall be deceased at the time of payment of this benefit, payment shall be made to the employee's estate.

**ARTICLE XI**  
**DURATION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2005, and shall continue in effect for a period of three years ending June 30, 2008, provided, however, that if a successor Agreement is not entered into between the parties hereto on or before July 1, 2008, the present Agreement shall remain operative and binding upon the parties until such successor Agreement becomes effective.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on the day and year first written.

HILLSDALE EDUCATION ASSOCIATION

BY

Barbara Cassarini,  
President

BY

Christine Eckhoff  
Corresponding Secretary

HILLSDALE BOARD OF EDUCATION

BY

James D. Hayden, Jr.  
President

BY

Lirca Garcia  
Secretary

## CUSTODIANS SALARY GUIDE