

**The Hopatcong Board of Education
Sussex County, New Jersey**

AND

Custodial/Maintenance



Cafeteria

&

Educational Support Personnel (ESP)



**EMPLOYMENT CONTRACT
2007-2008 through June 30, 2010**

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**ARTICLES
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For

**Custodial/Maintenance
Cafeteria
&
Educational Support Personnel (ESP)
EMPLOYEES**

ARTICLE I
RECOGNITION

The Board recognizes the Hopatcong Education Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all full-time and part-time Educational Support Personnel (ESP), cafeteria workers and custodial/maintenance employees.

ARTICLE II
GRIEVANCE PROCEDURE

- A. A grievance is a claim based upon the interpretation, application or violation of express contract terms, statutes and rules affecting terms and conditions, and policies and administrative decisions.
- B. Failure of the aggrieved person to meet the time limits at any step, for any reason, shall result in termination of the grievance.
- C. If a grievance is based on a change in terms of employment during the school year, then the management action that gave rise to the grievance shall remain in force and effect until the grievance is resolved.
- D. Disposition of grievances at all levels shall be in writing and state with particularity, the basis of the decision to resolve the grievance or the reasons for proceeding to the next level. Copies of correspondence at all levels shall be mailed to the Superintendent of Schools.
- E. **Level One**
1. **Informal:** An employee with a grievance shall first discuss it with his/her immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally. All grievances shall be discussed with the employee's immediate supervisor within 30 work days from the time the aggrieved party became aware of the problem.
 2. **Formal:** If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, he/she shall file the grievance in writing with the Facilities Supervisor [Custodial/Maintenance], Building Principal [ESP], Food Service Director [Cafeteria Workers] within five (5) school days after informal discussion of the grievance. The Facilities Supervisor, Building Principal or Food Service Director may render his/her written decision within five (5) school days after receipt of the employee's grievance. Copies of the written decision shall be forwarded to the aggrieved employee, Association, and the Superintendent of Schools.
- F. **Level Two – Superintendent of Schools**
- If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no written decision has been rendered within five (5) school days after the written presentation of the grievance, he/she may file the grievance in writing with the Association. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Superintendent of Schools, who shall render a written

decision within five (5) school days after receipt of the grievance.

G. **Level Three - Board of Education**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within five (5) school days after the grievance was delivered to the Superintendent, he/she may, within five (5) days after a decision by the Superintendent or fifteen (15) days after the grievance was delivered to the Superintendent, whichever is sooner, request in writing that the Association submit its grievance to the Board. The Association may submit the grievance to the Board within fifteen (15) school days after receipt of a request by the aggrieved person.

H. **Level Four - Arbitration**

1. If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three or if no decision has been rendered per G above, the Association may within ten (10) days submit the grievance to The American Arbitration Association and shall notify the Board in writing of said request for arbitration.
2. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decisions which would require the commission of an act prohibited by law, which is violative of the terms of this agreement, or which would significantly interfere with the exercises of inherent management prerogatives pertaining to the determination of governmental policy. The decision of the arbitrator shall be submitted to the Board and the Association. The arbitrator's decision shall be binding for custodial/maintenance employees only. The arbitrator's decision for cafeteria workers and ESP shall be advisory in nature.

**ARTICLE III
NEGOTIATIONS**

The parties agree to enter into collective negotiations in good faith on all matters related to terms and conditions of employment. Negotiations shall begin in accordance with the provisions of P.L. 123.

**ARTICLE IV
DISCRIMINATION**

The Board and the Association agree that there shall be no discrimination in the hiring, training, assignment, promotion, transfer or discipline of employees or in the application or administration of this agreement on the basis of race, creed, religion, national origin, sex, or marital status.

**ARTICLE V
EVALUATIONS**

- A. All employees covered by the contract are to be formally evaluated two times a year [one Fall, one Spring] with copies of each evaluation being forwarded to the Superintendent of Schools, Building Principal, personnel file and individual. Evaluation Reports shall be presented to each employee by his/her immediate supervisor and shall be issued in the name of the immediate supervisor.

- B. The employee shall be presented with a copy of the evaluation report at least two (2) working days prior to the scheduled meeting with the supervisor to discuss the report. The employee shall be entitled to have his/her representative at any such meeting. After the meeting, the employee shall sign the evaluation report indicating only that he/she has read the report and that the requirement of the meeting has been met. The employee's signature is in no way to be recognized as giving approval to or agreeing with such report.
- C. The employee shall have the right to submit a written answer to any material derogatory to any employee's conduct, service, character or personality and his/her answer shall be reviewed by the Superintendent or his/her designee and attached to the file copy.
- D. Although the Board agrees to protect the confidentiality of personal references, credentials and other similar documents, it shall not establish any separate personnel file which is not available for the employee's inspection.

ARTICLE VI
POSTING

Job posting will be in accordance with present practice and will require posting for a minimum of five (5) days.

ARTICLE VII
JURY DUTY

Employees who serve a full day of jury duty will not be required to report to work on that day and will receive full pay for the day providing that they submit proper documentation from the courts certifying the dates and times served.

ARTICLE VIII
ASSOCIATION DUES

Deductions from employees' salaries shall be made by the Board of Education in accordance with N.J.S.A. 34:13 (a)-54.

ARTICLE IX

For

**Cafeteria
Employees Only**

EMPLOYMENT NOTIFICATION

- A. Reasons shall be given for all dismissals. The Board shall give two (2) weeks notice to all ten (10) month employees and notify the Association. The employee, within ten (10) days, may request a full Board hearing. The hearing will be scheduled for the next Regular Meeting of the Board, or within 31 calendar days. All employee dismissals shall be for just cause.
- B. Notification of changes in assignments shall be provided by August 15th or sooner, if possible, of each year for 10 month employees. Upon notification of a potential hardship with respect to this change in assignment to the immediate supervisor, a shift change or assignment may be withdrawn.
- C. All employees shall receive a written promise of reasonable employment letter to sign at the end of the school year.

SENIORITY

In the event of a reduction of personnel, the Food Service Director shall consider the seniority of each individual if all of their job skills are equal. Recall shall be in reverse order.

TEMPORARY LEAVES OF ABSENCE

A. **Sick Leave**

- 1. Absence for personal illness shall be allowed and shall include full pay not exceeding ten (10) working days in any one year. Medical verification of illness may be required as per statute. If fewer than ten (10) days of sick leave are taken in any year, the number of days not utilized shall be cumulative indefinitely.
- 2. Cafeteria employees completing ten (10) years of service will be paid at a rate of \$11 per day upon leaving the employment of the Hopatcong Board of Education. Sick day reimbursement shall be capped at 100 days or \$1,100. Cafeteria employees who maintain 100% attendance during the contract year, excluding personal days and bereavement days will be paid the equivalent of four (4) days pay. Payment will be made to the employee on June 30th of that contract year.

B. **Death in Family**

- 1. Absence due to death in the employee's immediate family or household shall be allowed with pay for the required period not to exceed four (4) school days. Immediate family is defined as mother, father, child, mother-in-law, father-in-law, spouse, brother, sister, grandparents, grandchild, stepfamily, and member of the immediate household.
- 2. In addition, any employee may use one day per year with pay to attend the funeral of a person not a relative or otherwise listed above.

Cafeteria Employees Only

C. Personal Leave

1. Absence for personal reasons shall be allowed and shall include full pay not exceeding three [3] days in any school year. Request for personal leave must be forwarded to the Business Office, Building Principal, Food Service Director or appropriate supervisor at least three [3] days prior to actual leave except in the case of an emergency. Additional personal leave may be allowed upon recommendation of the Business Administrator/Board Secretary without pay. Any personal absence on the day before a school vacation or the day after a school vacation shall be without pay, unless previously approved by the appropriate supervisor. Any unused personal days shall be carried over into the next year as sick leave.
2. Absence due to illness in employee's immediate family shall be allowed for a total of five [5] school days in each school year with employee's pay, less substitute pay. Thereafter, upon the recommendation of the superintendent, the absence may be allowed without pay.

SALARY AND HOURS OF WORK

- A. The minimum work year shall be 175 days. The minimum work day shall be four (4) hours per day and five (5) hours per day for managers.
- B. All cafeteria employees will be paid on the 15th and last working day of each month.
- C. Adjustments in pay shall be made on the 15th of the month pay period directly following the month in which the additional hours have been accumulated.
- D. Hourly rates for Saturday work shall be calculated at one and one half (1 ½) times the regular rates and the hourly rates for Sunday and holiday work shall be at 2 times the regular rate.
- E. Minimum starting salaries for new cafeteria employees will be \$11.96 for the first two (2) years of the contract and will increase in the third year of the contract (2009/2010) to \$12.51 per hour.
- F. Current Cafeteria Managers as of the effective date of this contract shall receive \$18.33 per hour in the 2007/2008 school year, \$18.88 per hour in the 2008/2009 school year and \$19.43 per hour in the 2009/2010 school year. If a cafeteria worker is assigned the duties of a cafeteria manager after one week, the temporary replacement will receive the additional \$.35 per hour. Should the temporary position turn into a permanent position, the manager will continue to receive the \$.35 pay differential per hour.
- G. A Salary increase for each of the three (3) year term of the contract is \$.55 per hour.

Cafeteria Employees Only

- H. Starting with the 2007/08 school year, longevity shall be as follows:
- | | |
|----------------|----------|
| After 10 years | \$250.00 |
| After 15 years | \$350.00 |
| After 20 years | \$450.00 |
| After 25 years | \$550.00 |

UNIFORMS

Cafeteria employees will be provided three (3) uniforms each year to be purchased by a vendor selected by the District Food Service Director.

GENERAL PROVISIONS

- A. All skilled and unskilled cafeteria workers, if they choose to eat lunch at the school cafeteria, shall have a lunch period not to exceed thirty [30] minutes assigned at a time determined by the Food Service Director.
- B. One fifteen [15] minute coffee break will be assigned by the Food Service Director for all cafeteria workers who work four hours or more per day.
- C. All employees will report each day to the specific job to which they have been assigned by the Food Service Director.
- D. Each worker is responsible for the care and cleaning of the work area which he/she is assigned.
- E. All employees will report any missing utensils to the Food Service Director.
- F. Employees will return recipe cards to the cafeteria office when they are finished. Employees are responsible for checking all ingredients required and reporting to the Food Service Director any that are in short supply.
- G. Employees not reporting for work on a particular day shall notify the Food Service Director prior to 7:00 a.m. on the day of absence. Failure to notify will result in the loss of one day's pay. In the event the Food Service Director cannot be contacted, employee shall notify their Cafeteria Manager and, in the event the Cafeteria Manager cannot be contacted, then all reasonable attempts will be made to give notification of absence.
- H. Each cafeteria employee shall sign daily time sheets, [in and out].
- I. All cafeteria employees shall be responsible for completing the Food Handlers Course, as required by the Borough of Hopatcong.

PHYSICAL EXAMINATION REQUIREMENT

All employees and any candidate for employment shall, at the discretion of the school Board Secretary, and/or Superintendent, undergo a physical examination, the scope whereof shall be determined under rules of the State board, at least once in every year and may require additional individual psychiatric or physical or mental health examination.

Cafeteria Employees Only

Any required examination or diagnostic tests may be made by a physician or institution designated by the Board, in which case, the cost thereof shall be borne by the Board or, at the option of the employee, they may be made by a physician or institution of his/her own choosing, approved by the Board, in which case said examination shall be made at the employee's expense.

EMPLOYEE MEETINGS AND WORKSHOPS

All employees will be required to stay one afternoon each month after school for an employees' meeting and workshop. The time and date of this meeting will be scheduled at least three [3] days in advance so that all employees will be able to make arrangements to be present. An employee will also be required to attend at least one annual workshop per year at "Hopatcong Schools." The annual workshop will not exceed two [2] days per year. Participation in any additional workshops and/or meetings will be voluntary and the Board shall assume the cost thereof.

SNOW DAYS

Employees need not report on snow days when schools are closed. However, other than snow days, if school is closed for other emergency, cafeteria personnel are required to report to work unless decided otherwise by the Food Service Director.

CAFETERIA WORKERS APPRECIATION DAY

Each October, a district cafeteria workers appreciation day will be established in all schools.

SUBSTITUTES

The procurement and assignment of substitutes is the prerogative of the Cafeteria Manager. On days when a school cafeteria is closed for early dismissal [i.e., conference days, etc.], the cafeteria workers in that school will have the first option to work as a substitute in another building as may be determined by the Food Service Director.

ARTICLE X

For:

**Custodial/
Maintenance**

Employees Only

EMPLOYMENT NOTIFICATION

- A. Reasons shall be given for all dismissals. The Board shall give two weeks notice to all ten month employees and notify the Association. The employee, within ten (10) days, may request a full Board hearing. The hearing will be scheduled for the next Regular Meeting of the Board, or within 31 calendar days. All employee dismissals shall be for just cause.
- B. Notification of changes in assignment shall be provided, by August 15th or sooner if possible, of each year for 10 month employees, whenever possible, with at least two (2) weeks notice for 12 month employees. Upon notification of a potential hardship with respect to this change in assignment to the immediate supervisor, a shift change or assignment may be withdrawn.

SENIORITY

Notice of termination for the first three employment contracts shall be fifteen (15) days. Beginning with the fourth employment contract, notice of termination shall be sixty days. Termination arising out of lack of work and/or district reorganization will be based upon seniority. Any reduction in the number of maintenance personnel will be on the basis of seniority. The affected individual's continued employment in the school district will be based upon district wide seniority. In cases where an employee is dismissed for disciplinary reasons (cause), the dismissal shall become effective immediately and the employee shall receive two (2) weeks severance pay.

TEMPORARY LEAVES OF ABSENCE

A. **Sick Leave**

- 1. Absence for personal illness shall be allowed and shall include full pay not exceeding twelve (12) working days in any one year. Medical verification of illness may be required as per statute. If fewer than twelve (12) days of sick leave are taken in any year, the number of days not utilized shall be cumulative indefinitely.
- 2. Employees requesting PERS retirement will be paid at a rate of \$35 per day for unused sick days. The maximum number of sick days paid will be 200.

B. **Death in Family**

Absence due to death in the employee's immediate family or household shall be allowed with pay for the required period not to exceed four (4) school days. Immediate family is defined as mother, father, child, mother-in-law, father-in-law, spouse, brother, sister, grandparents, grandchild, stepfamily, and member of the immediate household.

C. **Personal Leave**

Absence for personal reasons shall be allowed and shall include full pay not exceeding four [4] days in any school year. Request for personal leave must be forwarded to the Facilities Supervisor at least three days prior to actual leave except in the case of an emergency. Additional personal leave may be allowed upon recommendation of the

Custodial/Maintenance Personnel Only

Facilities Supervisor without pay. Any personal absence on the day before a school vacation or the day after a school vacation shall be without pay, unless previously approved by the Facilities Supervisor. Personal days taken during May and June must first be approved by the Facilities Supervisor so that no facility is understaffed. Any unused personal days shall be carried over into the next year as sick leave.

INSURANCE

All custodial/maintenance personnel hired prior to July 1, 1992, shall receive 100% Board of Education paid coverage for hospitalization, major medical and dental insurance for single individuals and/or family, as appropriate. All custodial/maintenance personnel hired after July 1, 1992, shall receive 100% Board of Education paid single coverage for hospitalization, major medical and dental. Custodial/maintenance personnel desiring to receive family health benefit coverage to include hospitalization, major medical and dental, will be required to pay 50% of the annual family premium costs in their first year of employment, 30% of the annual family premium costs in their second year of employment and 15% of the annual family premium costs in all employment years thereafter.

SALARY AND HOURS OF WORK

- A. Custodial/maintenance employees will be paid on the 15th and the last working day of each month.
- B. Adjustments in pay shall be made on the 15th of the month pay period directly following the month in which the additional hours have been accumulated.
- C. The regular work week shall consist of forty-two and one-half hours (42 ½).
- D. Salary increase for each of the 3 year term of the contract is 3.95%.
- E. Pay differential of \$1.00 per hour for third shift employees.
- F. Each employee will receive a salary corresponding to his/her appropriate step on the salary guide. Initial placement of new custodial/maintenance employees will be set by the Board; thereafter, employees will advance to the next step each year of continuous and uninterrupted employment subject to the Board's right to withhold increment for unsatisfactory evaluation.
- G. Custodial/maintenance personnel without a black seal license will receive \$400 less than the prevailing salary guide step. Once the black seal is secured, they will move onto the guide and receive the \$400.
- H. Anyone holding a State authorized Building Trade Certificate will receive an additional annual \$900 stipend [plumbing, electrical, air-conditioning, and asbestos.] Lead custodians will also receive a \$900 annual stipend.

Custodial/Maintenance Personnel Only

- I. Overtime pay at the rate of one and a half times (1 ½) the corresponding hourly rate shall be paid for hours exceeding eight (8) hours per day. In cases where individuals work overtime on Sunday or Holidays, they shall be paid double-time. The exception will be work performed in connection with the Sunday Men's Soccer Program. Utilizing the district seniority list, the Facilities Supervisor will assign individuals to work the Sunday Men's Soccer Program. Employees will be paid at a flat rate of \$26.00 per hour for this activity. The employee's responsibilities will be to open and properly close and secure the facility and provide assistance with ministerial needs such as providing access to district facilities, assuring that lavatories have adequate toilet tissue, paper towels, etc. Generally, they are to be available as needs of the sponsoring organization arise during the course of the day. Assigned employees shall not be required to perform other custodial work.

During those times when there are multiple users of Hopatcong High School facilities during Sunday Men's Soccer, the employee assigned may be required to provide assistance to the sponsoring organization. This would be limited to small groups of individuals that may be utilizing the auxiliary gym. However, in situations where a major event to include tricky trays, play practice, dance recitals, etc., are scheduled during Sunday Men's Soccer a second custodian will be assigned utilizing the district seniority list and will be compensated at double time, as per contract.

- J. Each employee will be granted a 35 minute lunch period each day, as well as one 15 minute break. Custodial/maintenance personnel will have the same lunch time and break time in the summer and when school is not in session.
- K. Call Backs - Any custodial/maintenance personnel called in for emergencies that arise after their regular workday or on weekends and holidays, will be guaranteed two (2) hours pay at straight time. These situations would include assignments such as resetting security and fire alarms, securing a window, exit doors, etc. In situations that require the employee to perform actual work, the employee will be compensated for all time worked. Work performed will be paid at time and one-half (1 ½) on weekdays and Saturdays and at double time on Sundays and contractual holidays. Call backs that fall on the contracted holiday list will be guaranteed a minimum of four (4) hours pay at the prevailing rate.
- L. Employees called in for snow removal will be assigned and paid according to current practice, (i.e., second and third shift custodians are to report by 9:00 a.m., on days when schools are closed for inclement weather and will work their standard workday with no additional compensation.) Maintenance employees and day lead custodians who are required to report to work earlier than their regular shift, will be compensated at time and a half for time worked prior to the start of their shift. Employees called in on Saturdays will receive time and one-half (1 ½) and double time on Sundays and contractual holidays for time worked for a minimum of four (4) hours.
- M. The district shall utilize custodial/maintenance employees for overtime in accordance with the following procedures when it is determined by the Facilities Supervisor that overtime is necessary:

Custodial/Maintenance Personnel Only

1. When overtime is necessary due to short-time notification, the Facilities Supervisor will:
 - a. Seek coverage internally from the building's seniority list on a continuous/rotating basis through the list.
 - b. If no one individual from the building chooses to take the assignment, such assignment shall be shared by employees in the building, if approved by the Facilities Supervisor.
 - c. If overtime coverage, in accordance with a or b above is not possible, then the Facilities Supervisor will seek overtime coverage from the district's seniority list on a continuous/rotating basis.
2. When overtime is necessary through advance notification, the Facilities Supervisor will seek coverage from the district's seniority list on a continuous/rotating basis.
3. Advanced notification shall be defined as 14 or more calendar days from the date of the initial administrative review.

In 1 and 2 above a continuous/rotating basis means that the Facilities Supervisor will move through the list from top to bottom for the building or district until coverage can be arranged.

- N. Custodial and maintenance staff shall be notified of their salary status for the ensuing year no later than April 15, if possible.
- O. After six (6) years of employment in Hopatcong, custodial/maintenance employees will receive a longevity stipend as follows:

After 6 years	\$350.00
After 12 years	\$550.00
After 15 years	\$1,050.00
After 18 years	\$1,200.00

APPRENTICESHIP

All custodial/maintenance personnel shall be employed on a temporary basis for a trial period of ninety (90) days. During the ninety (90) day trial period, the custodial/maintenance personnel will not be covered by any benefits. Custodial/maintenance personnel who perform in a satisfactory manner during the ninety day trial period will then be issued a contract with accumulated sick leave and personal leave retroactive to the original date of employment and shall be covered by medical and dental benefits.

VACATION

- A. After completion of one (1) year of continuous employment, custodial/maintenance employees receive two weeks vacation with pay.

Custodial/Maintenance Personnel Only

- B. Beyond five years of continuous employment, custodial/maintenance employees receive three weeks vacation with full pay.
- C. After ten years of service, custodial/maintenance employees shall receive three weeks plus two days vacation; after the 11th year, three weeks plus four days vacation, and after twelve years, four weeks vacation plus custodial/ maintenance personnel shall receive one additional day's vacation up to a maximum of five (5) weeks total vacation.
- D. All vacations for custodial/maintenance employees shall be approved by the Facilities Supervisor so as to prevent a lack of custodial and maintenance coverage within the district. In the event that a vacation period falls within a paid holiday in which custodial and maintenance personnel are not required to work, the employee will not be charged with a vacation day on that day and will receive full pay for the holiday.
- E. Conflicting requests for vacation by custodial/maintenance employees shall be honored based upon seniority within the district.

HOLIDAYS

Except when teachers are required to work, the following will be paid holidays for custodian/maintenance personnel: July 4, Labor Day, Veterans' Day, Columbus Day, Thanksgiving (2 days), Christmas Eve, Christmas Day, New Year's Eve, New Year's Day, Presidents' Day, Good Friday and Memorial Day. On days when school is in session, an alternate day will be issued subject to mutual agreement.

UNIFORMS

- A. The Board shall provide uniforms for custodial/maintenance employees. Uniform and coverall cleaning will be provided by the Board. The procedures for cleaning will be followed at the direction of the Facilities Supervisor.
- B. The custodial/maintenance employees' uniforms will be issued once a year. Uniforms will only be worn for work in the school system. If a uniform is damaged while on the job to the extent that it cannot be worn it will be replaced at the discretion of the Facilities Supervisor. If a custodial/maintenance employee terminates within a contract year, all uniforms are to be returned before final paychecks are issued.
- C. New custodial/maintenance employees will have the uniforms ordered for them after three months of service in the school system and receive them as soon as possible.
- D. All custodial/maintenance employees will wear the uniforms while on duty. If a custodial/maintenance employee works on the weekends to cover an activity, he/she will wear their uniform. Custodial/maintenance employees who are not in proper uniform will be sent home and subject to being docked the time missed until they return to work properly attired.
- E. Adequate foul weather gear will be provided to custodial/maintenance personnel required to do outdoor work in inclement weather. In all other circumstances, responsibility for the provision of foul weather gear rests with the employee.

Custodial/Maintenance Personnel Only

- F. All custodial/maintenance employees shall be reimbursed up to \$85 per year for proper safety work shoes upon submission of proper documentation of purchase. Custodial/maintenance employees must wear safety work shoes at all times and if and in cases where safety work shoes are not being worn, the custodial/maintenance employee will be sent home from work and shall be subject to being docked the time missed until they return to work wearing safety work shoes.

BLACK SEAL

- A. All full-time and part-time custodial/maintenance employees will be required to secure a black seal boilers license within 18 months of permanent employment. The 90 probationary period will not count toward this period. The Board of Education will defray the cost of the course and materials upon successful completion of the course and attainment of the license. The cost of the initial license will also be defrayed by the Board. Subsequent renewals will be the responsibility of the staff member and it will also be the responsibility of the staff member to maintain a current license while employed by the district.
- B. Failure of the employee to attain the black seal license may result in the termination of employment. The employee has a right to appeal the termination decision to a review panel. The review panel shall review all pertinent and mitigating circumstances offered by the employee through the appeal process as to why their employment should be continued. The employee work history and performance to date may also be considered by the panel before its final determination. If the above work requirement is waived by the panel, the employee will be paid in accordance with the non-black seal provisions of the agreed to salary guide.

CDL LICENSE

- A. At times, the Board may desire to expand its pool of bus drivers. In cases where custodial/maintenance employees apply for a posted substitute bus driver position and are selected, the custodial/maintenance employee must be in possession of a valid CDL Type B drivers license. Upon selection for the posted position, the employee shall be entitled to a \$500 annual stipend. Payment of the stipend requires the employee to accept driving assignments, as needed. Custodial/maintenance personnel, who are requested to drive during the course of their regular work day, will receive their prevailing hourly wage. Custodial/maintenance personnel serving as a bus driver at the end of their regular work day will receive an hourly wage consistent with the starting bus driver wage. Work performed on Saturdays will be paid at one and one half times (1 ½) the starting bus drivers' hourly rate and double time for driving performed on Sundays and holidays.
- B. In the event that a custodial/maintenance employee previously selected during the current year, is not requested to provide any additional driving assignments, the employee will continue to receive the \$500 stipend for that year. Substitute bus driving positions will be posted on an annual basis, when necessary, and will once again be eligible to receive the annual stipend as stipulated earlier in this section.

Custodial/Maintenance Personnel Only

EMPLOYEE RESPONSIBILITY

Each custodian shall be assigned by the Facilities Supervisor to a particular section of each building. Each custodian is responsible for the security of his/her section and will be called back, at no expense to the Board of Education, to fulfill this responsibility. If a person called back is not available, another will be called back at the two hour minimum.

COMMODITIES

The Facilities Supervisor shall assign two men whenever the expected commodities load exceeds one hundred large or heavy pieces.

PRIVATE VEHICLES

In cases where private vehicles are utilized for job-related duties and by contractual agreement, reimbursement will be at New Jersey State rates.

TUITION REIMBURSEMENT

Requests for attendance at professional workshops by custodial/maintenance employees shall be made through the Facilities Supervisor. The custodial/maintenance employee shall receive full tuition reimbursement for workshops attended and successfully completed. Reimbursement will occur only for pre-approved workshops by the Facilities Supervisor.

SUBCONTRACTING

In the event of privatization of any employee category, the Board shall implement and abide by the following procedure:

The Board shall formally notify the Association of its intention to subcontract unit work 120 days prior to budget adoption.

CUSTODIAL/MAINTENANCE SALARY GUIDE

Year 1
2007-2008

STEP	SALARY
1	\$30,287
2-3	30,787
4	31,936
5	33,084
6	34,231
7	35,378
8	36,500
9	37,996
10	39,496
11	40,996
12	42,495
13	43,995
14	45,491
15	47,541
16	48,864
17	51,203
18	52,338

Year 2
2008-2009

STEP	SALARY
1	31,264
2	31,764
3-4	32,264
5	33,424
6	34,583
7	35,742
8	36,875
9	38,387
10	39,902
11	41,417
12	42,932
13	44,447
14	45,959
15	48,030
16	49,366
17	51,729
18	52,876

Year 3
2009-2010

STEP	SALARY
1	32,287
2	32,787
3-4	33,287
5	33,787
6	34,958
7	36,130
8	37,275
9	38,803
10	40,335
11	41,866
12	43,398
13	44,929
14	46,458
15	48,551
16	49,902
17	52,290
18	53,450

*Custodial/maintenance personnel without a black seal license will receive \$400 less than the prevailing salary guide step. Once the black seal is secured, they will move onto the guide and receive the \$400.

ARTICLE XI

For

**Educational Support
Personnel (ESP)
Only**

Educational Support Personnel Only

EMPLOYMENT NOTIFICATION

- A. Reasons shall be given for all dismissals. The Board shall give two (2) weeks notice to all ten (10) month employees and notify the Association. The employee, within ten (10) days, may request a full Board hearing. The hearing will be scheduled for the next Regular Meeting of the Board, or within 31 calendar days. All employee dismissals shall be for just cause.
- B. Notification of changes in assignments shall be provided by August 15th or sooner of each year for 10 month employees whenever possible. Upon notification of a potential hardship with respect to this change in assignment to the immediate supervisor, a shift change or assignment may be withdrawn.
- C. All employees shall receive a written promise of reasonable employment letter at the end of the school year.

SENIORITY

If and when a reduction in force is necessary, dismissals, and recalls will consider administrative recommendations, past evaluations, as well as seniority.

TEMPORARY LEAVES OF ABSENCE

A. **Sick Leave**

- 1. Absence for personal illness shall be allowed and shall include full pay not exceeding ten (10) working days in any one year. Medical verification of illness may be required as per statute. If fewer than ten (10) days of sick leave are taken in any year, the number of days not utilized shall be cumulative indefinitely.
- 2. Employees requesting PERS retirement will be paid at a rate of \$10 per day for unused sick days. The maximum number of sick days paid will be sixty-five (65).

B. **Death in Family**

- 1. Absence due to death in the employee's immediate family or household shall be allowed with pay for the required period not to exceed four (4) school days. Immediate family is defined as mother, father, child, mother-in-law, father-in-law, spouse, brother, sister, grandparents, grandchild, stepfamily, and member of the immediate household.
- 2. In addition, any employee may use one day per year with pay to attend the funeral of a person not a relative or otherwise listed above.

Educational Support Personnel Only

C. Personal Leave

Absence for personal reasons shall be allowed and shall include full pay not exceeding three [3] days in any school year. Request for personal leave must be forwarded to the

Business Office, Building Principal, or appropriate supervisor at least three [3] days prior to actual leave except in the case of an emergency. Additional personal leave may be allowed upon recommendation of the Business Administrator/Board Secretary without pay. Any personal absence on the day before a school vacation or the day after a school vacation shall be without pay, unless previously approved by the appropriate supervisor. Any unused personal days shall be carried over into the next year as sick leave.

SALARY AND HOURS OF WORK

- A. The assignment of Educational Support Personnel, hereinafter referred to as ESP, to buses shall be determined by a student's individualized education program.
- B. The work year for all ESP will be 180 days on which school is in session for students.
- C. All employees covered by the contract will be paid on the 15th and the last working day of each month.
- D. Adjustments in pay shall be made on the 15th of the month pay period directly following the month in which the additional hours have been accumulated.
- E. Hourly rates for Saturday work shall be calculated at one and one half (1 ½) times the regular rates and the hourly rates for Sunday and holiday work shall be at two (2) times the regular rate.
- F. Minimum starting salaries for new ESP employees shall be \$9.28 for the duration of the contract.
- G. A salary increase for each of the three (3) year term of the contract for ESP is \$.55 per hour. A clear and unambiguous statement of dollar and cents per hour raise that will be applied to each employee's salary in each year of the agreement, as well as the starting hourly rate for each year will be provided. Also included will be the employee's date of hire.
- H. Starting with the 2007-08 year longevity shall be as follows:

After 3 years	\$200.00
After 7 years	\$400.00
After 10 years	\$600.00
After 15 years	\$700.00
After 20 years	\$850.00

Educational Support Personnel Only

- I. On scheduled early dismissal days, (i.e., parent conferences) ESPs will be allowed to leave at the children's dismissal time and that time would be made up with Principal approval (i.e., training, class trips, concerts, Books & Beyond, etc.). Adjustments for any hours that may not have been made up prior to the end of the work year will be deducted from the last paycheck in June. ESPs who are required to attend workshops beyond the compensatory exchanges shall voucher the appropriate hours. On days where school has either a delayed opening or an early dismissal due to inclement weather, or on other early dismissal days invoked by the administration, ESPs will receive payment for their full regularly scheduled workday.
- J. ESPs who work five (5) hours or more per day, shall receive an unpaid 30 minute continuous/uninterrupted lunch.
- K. ESPs working more than four (4) hours, but less than five (5) hours, will receive one fifteen (15) minute break.
- L. ESPs achieving highly qualified status through the provision of NCLB shall receive an annual stipend of \$500. ESPs procuring certification during the course of the work year will receive the pro rata portion of the annual stipend for the remaining months of the contract. Copies of certification must be submitted to the Personnel Office for payment and for placement in their personnel file.

PRIVATE VEHICLES

ESPs required to use their automobile for travel between building assignments, will be reimbursed mileage at the prevailing New Jersey State rates upon submission of documentation of mileage and voucher.

Wayne L. Threlkeld
Wayne L. Threlkeld, Superintendent of Schools
8/19/08
Date

Denise Tobin
Denise Tobin, President, Hopatcong Board of Education
8/19/08
Date

Frank Padula
Frank Padula, Negotiations Chairperson, Hopatcong Board of Education
8-19-2008
Date

Jeffrey Ryder
Jeffrey Ryder, President, Hopatcong Education Association
8-14-08
Date