

AGREEMENT

BETWEEN

**HACKENSACK CUSTODIAL AND MAINTENANCE
ASSOCIATION**

AND THE

BOARD OF EDUCATION

2003-2006

**BOARD - CMA AGREEMENT
TABLE OF CONTENTS**

<u>ARTICLE</u>	<u>TITLE</u>	<u>PAGE</u>
1	Recognition	1
2	Negotiation Procedure	1
3	Grievance Rights	1
4	Employee Rights	6
5	Association Rights	7
6	Board Rights	7
7	Uniforms and Equipment	8
8	Advisory Council	8
9	Sick Leave	9
10	Temporary Leaves of Absence	9
11	Extended Leaves of Absence	10
12	Insurance	11
13	Employee Promotions	12
14	Credit Union Deductions	12
15	Custodial and Maintenance Vacations	12
16	Holidays	13
17	Custodial and Maintenance Employee Tenure	14
18	Extra Compensation	14
19	Past Practices	15
20	Miscellaneous Provisions	15
21	Work and Overtime Hours	15
22	Representation Fee	16
23	Terminal Leave	18
24	Grade Classification	18
25	Subcontracting	19
26	Salaries	19
27	Duration of Agreement	19

HACKENSACK BOARD OF EDUCATION
CUSTODIAL AND MAINTENANCE ASSOCIATION AGREEMENT

ARTICLE 1 - RECOGNITION

In accordance with the provisions of the New Jersey Employer-Employee Relations Act (Chapter 123 of the Public Laws of 1974) hereinafter referred to as the Act, the Hackensack Board of Education hereinafter referred to as the Board, hereby recognizes the Custodial and Maintenance Association of the Hackensack Public Schools, hereinafter referred to as the Association, as the exclusive representative designated for the purposes of collective negotiations by a majority of the Custodians and Maintenance employees employed by the Board excluding any employees whose duties, all or in part, are of supervisory nature within the meaning of the New Jersey Employer-Employee Relations Act.

ARTICLE 2 - NEGOTIATION PROCEDURE

A. The Board and the Association shall enter into collective negotiations or a successor agreement in accordance with the rules and regulations of the Public Employment Relations Commission (PERC).

B. Both parties shall exchange written proposals to this contract at the first negotiating meeting.

C. As soon after January 1st as a tentative budget is available for the succeeding school year, the Superintendent shall, upon request, conduct a conference with the negotiating committee of the Association for the purpose of discussing and making available that budget.

ARTICLE 3 - GRIEVANCES

A. A grievance shall be defined and subject to limitations as follows:

1. A grievance is a complaint by any member or members of the bargaining unit represented by the Association, or by the Association itself, that there has been an actual personal loss because of an interpretation, application, or violation of policies or agreements, or as a result of an administrative decision affecting terms and conditions of employment.

2. The grievance procedure shall not be applicable to claims.
 - a. By non-tenure employees by reason of their not being re-employed.
 - b. Wherein a method of review is prescribed by law or by rule or regulation of the State Commissioner or State Board of Education.
3. A grievance to be considered under this procedure must be initiated, in writing, within twenty (20) school days of its occurrence.

B. The following procedures shall govern the processing of all grievances:

1. It is understood that while participating in these procedures, the grievant shall continue to observe all assignments and applicable rules and regulations of the Board.
2. A grievance may be presented by the grievant or by a representative designated by the grievant. The Association may be represented at any level of the procedure in order to make known its position and the manner in which it believes the grievance should be resolved. The Board may designate a representative to participate at any level of the procedure. A minority organization shall neither present nor process grievances.
3. Failure at any level of this procedure to communicate a written decision within the specified time limits permits the grievant to proceed to the next level. Failure at any level of the procedure to appeal to the next level within the specified time limits or failure to appear at a scheduled hearing without reasonable cause, explained in writing within two (2) days of the scheduled hearing, shall constitute acceptance of the decision rendered at the previous level. Time limits may, however, be extended by mutual agreement.

4. Any non-tenure employee who is not offered a succeeding contract shall be permitted to conference with the Superintendent, if requested, to discuss the non-renewal of his employment. Any tenured employee who has not been reappointed to a position for which tenure is either not possible or not required shall be permitted a conference with the Superintendent, if requested, to discuss his not having been reappointed to such position.

5. The following steps shall be followed in processing a grievance:

IN SCHOOL BUILDINGS:

- Step 1 - to the Principal
- Step 2 - to the Business Administrator/Board Secretary
- Step 3 - to the Superintendent
- Step 4 - to the Board
- Step 5 - to Arbitration

IN OTHER ADMINISTRATIVE OFFICES

- Step 1 - to the Immediate Supervisor
- Step 2 - to the Business Administrator/Board Secretary
- Step 3 - to the Superintendent
- Step 4 - to the Board
- Step 5 - to Arbitration

6. All grievances shall be initiated at the first level submitting a written grievance statement to the appropriate administrator. The grievance statement shall include the name or names of the grievant(s); the nature or articles of the agreement or Board policies, if any, claimed to have been violated; the manner in which said sections or articles were violated; the nature of the personal loss; and the remedy sought.

7. The administrator at the first level of appeal shall, upon receiving the grievance statement, advise the Association and the Superintendent of the grievance and its nature. He shall then hold a hearing at a time mutually agreed upon and shall communicate his decision, in writing, to the grievant and to the Association within five (5) school days of his having received the written statement.

8. If the grievant decides to proceed to the second level of appeal, viz., the Business Administrator/Board Secretary, this must be done within (5) school days of receiving the written decision from the first level administrator. The grievant may request review by the Business Administrator/ Board Secretary by submitting to him the grievant statement submitted to the prior level and setting forth the reasons for dissatisfaction with the decision previously rendered. The Business Administrator/Board Secretary may hold a hearing at a time mutually agreed upon and shall communicate a written decision to the grievant and to the Association within eight (8) school days of his having received the request for review.

9. If the grievant decides to proceed to the third level of appeal, viz., the Superintendent, this must be done within (5) school days of receiving the written decision from the second level administrator.

The grievant may request review by the Superintendent by submitting to him the grievant statement submitted at the prior level and setting forth the reasons for dissatisfaction with the decision previously rendered. The Superintendent may hold a hearing at a time mutually agreed upon and shall communicate a written decision to the grievant and to the Association within (8) school days of his having received the request for review.

10. If the grievant decides to proceed to the fourth level of appeal, viz., the Board, this must be done within five (5) school days of receiving the written decision from the Superintendent. A request for review by the Board, setting forth the reasons for dissatisfaction with the Superintendent's decision shall be submitted to the Board, in writing, through the Superintendent. The Superintendent shall attach all papers and related materials and forward the request to the Board. The Board shall hold a hearing at a time mutually agreed upon and within twenty (20) school days from the Superintendent's receipt of request for review by the Board. The Board shall then communicate its decision, in writing, to the grievant and to the Association within ten (10) school days after the hearing by the Board.

11. If the grievant decides to proceed to the fifth level of appeal, viz., arbitration, it must be done within five (5) school days of receiving the written decision from the Board the grievant shall notify the Board, in writing, through the Superintendent, of the grievant's decision to submit the grievance to arbitration and shall request the American Arbitration Association to submit a roster of persons qualified to function as arbitrators and willing to conduct hearings outside school hours. Arbitration shall be conducted pursuant to applicable laws and statutes and the rules and regulations of the American Arbitration Association.

12. If the grievant and Board are unable to determine a mutually satisfactory arbitrator from the submitted list within three (3) school days of receiving it, an arbitrator, who is willing to conduct hearings outside of school hour, shall be appointed by the American Arbitration Association.

13. The arbitrator shall be limited to the evidence and arguments presented by the grievant, the grievant's representatives, the Association, the Association's representatives, the Board, and the Board's representatives and shall consider nothing else. The arbitrator shall neither add anything to, nor subtract anything from the Agreement or any policy of the Board.

14. The findings and recommendations of the arbitrator shall be recommendatory or advisory only, except that they shall be final and binding on both parties when contract items are an issue.

15. Only the Board, its representatives, the Association, its representatives, the grievant, and the grievant's representatives shall be given copies of the arbitrator's report of findings and recommendations, and it shall be given to each of these. This report shall be submitted by the arbitrator within fifteen (15) calendar days of the completion of the hearings on the matter. This report shall be kept confidential and shall not be disclosed or released, directly or indirectly in whole or in part, by the Board, the Association, the grievant, or by any of their representatives for a period of fifteen (15) calendar days after issuance of the report by the arbitrator.

16. The grievant and the Board, or their representatives, shall, within fifteen (15) calendar days, notify one another of their acceptance or rejection, in whole or in part, of the arbitrator's findings and/or recommendations.

-5-

17. The fees and expenses of arbitrator shall be shared equally; one-half (1/2) being paid by the Board and one-half being paid by the grievant. Each party shall bear the total of other costs it has incurred.

ARTICLE 4 - EMPLOYEE RIGHTS

Whenever an employee is required to appear before any administrator or supervisor, Board or any committee or member thereof, concerning a matter which shall result in a written report, which shall be placed in his or her personnel file and/or which would adversely affect the continuation of that employee in his or her position, employment or the salary or any increments pertaining thereto, then he or she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him during such meeting or interview. The annual evaluation conference shall be excluded from this provision.

No employee shall be reduced in rank or compensation or otherwise deprived of any benefit under the terms of this contract without cause.

Copies of the current agreement shall be printed by the Board of Education within thirty (30) days after the agreement is signed, and copies provided to all concerned parties.
(Custodians/maintenance employees now employed, Board Office, Board Members, and Business Administrator/Board Secretary.)

The Board of Education shall provide each new employee all information necessary for employment, including available health insurance and a contract agreement within the first five (5) working days.

ARTICLE 5 - ASSOCIATION RIGHTS

A. Display of Association Material

The Board shall provide bulletin boards in each building for the use of the Association. Location within the schools or Central Administration shall be determined by the Principal or Business Administrator/Board Secretary respectively after receiving recommendation from the Association. Any dispute as to the location of bulletin boards or material placed thereon shall be referred to the Superintendent. If such disputes cannot be resolved at the Superintendent's level they may be made the subject of a grievance.

B. Board Minutes

Three copies of the official minutes of the Board of Education shall be given to the President of the Association as soon as they are available.

C. Meeting of Custodial and Maintenance Personnel

Custodial and Maintenance personnel shall be granted by the Board, free of charge, a place to hold monthly meetings, upon submission of the "Application for Use of Public Schools Facilities" form. The designated area shall be sufficiently large to accommodate the membership of the requesting body.

ARTICLE 6 - BOARD RIGHTS

The Board reserves to itself sole jurisdiction 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 (a) to direct employees of the school district, (b) to

hire, promote, transfer, assign and retain employees in positions in the school district, and to suspend, to demote, discharge or take other disciplinary action against employees, (c) to relieve employees from duty because of lack of work or for other reasons, (d) to maintain the efficiency of the school district operations entrusted to them, (e) to determine the methods, means and personnel by which such operations are to be conducted and (f) to take whatever actions may be necessary to carry out the mission of the school district.

-7-

ARTICLE 7 - UNIFORMS AND EQUIPMENT

A. All custodial staff, except field men, shall receive three(3) uniforms per contract year. Maintenance men and field staff shall receive four (4) uniforms per year.

B. Foul weather gear (winter jackets and waterproof work boots) shall be provided for the use of the custodial staff in each school building and for the central maintenance department. Worn or damaged gear shall be replaced as needed. Three raincoats shall be kept in each building for use during inclement weather.

C. All permanent custodial and maintenance employees shall receive \$215.00 per year for the purpose of purchasing and repairing work shoes and laundering work clothing. One-half (1/2) of the payment shall be made by January 31, and the remaining one-half (1/2) by June 30.

ARTICLE 8 - ADVISORY COUNCIL

A. The Custodial and Maintenance Advisory Council shall be established as soon as possible after the effective date of this agreement. It shall consist of four (4) representatives from the Association and four (4) representatives from Administration. It shall meet at the request of the Association or the Administration to consider any matter relating to Custodial and Maintenance personnel in the school system.

B. The non-voting chairman of the Council shall be the Superintendent or his designee. A representative of the Association may sit in on the meetings as an observer. The Council shall have an advisory function only. All recommendations of the Council shall be submitted in writing to

the Board. The Council shall establish its own rules for operation.

C. The Council may consult and meet with any other member or members of the staff as may be appropriate to the topic under consideration.

D. The Council shall meet annually to review the adopted school calendar and recommend to the Board a calendar for the ensuing year.

E. All service by members of the Council shall be voluntary.

-8-

ARTICLE 9 - SICK LEAVE

A. All employees may be absent thirteen (13) days per year for personal illness without loss of pay. All unused days are to be accumulated from year to year. Additional sick leave may be granted at the discretion of the Board upon the recommendation of the Superintendent.

ARTICLE 10 - TEMPORARY LEAVE OF ABSENCE

A. One day of leave shall be granted each year for personal business, household, or family matters which require absence during school hours. When possible, the applicant shall apply for such leave five (5) calendar days in advance, except in cases of emergency. The applicant for such leave shall not be required to state the reason for taking it other than that he is taking it under this section, except in cases of emergency. Leave days shall not be taken at the beginning or end of a vacation period. Granting of days of leave shall be in accordance with the operational needs of the school system as defined by the Superintendent.

B. Unused personal leave days shall be accumulated to a total of three (3) for the purposes stated above. Unused leave days beyond three (3) shall be accumulated and added to accumulated sick leave in accordance with Article 9, Paragraph A.

C. Up to three (3) days leave per school year may be granted with the approval of the Superintendent or his designee, for the purpose of attending meetings or conferences of an educational nature.

D. In the event of death in the immediate family five (5) days' leave, exclusive of Sundays and legal holidays as defined in N.J.S.A. 36:1-1, shall be granted. The immediate family is defined to include the employee's spouse, parent, parent-in-law, child, sibling, and any other member of the immediate household. In the case of death in the immediate family for which absence extends beyond the five days allowed with pay, there shall be a deduction of one-half pay. The length of time of one-half pay deduction shall be recommended by the Superintendent and approved by the Board. In the event of death of a relative defined as outside of the immediate family, one day of leave shall be granted with pay.

-9-

E. Other temporary leaves of absence with or without pay may be granted for good reason by the Board upon the recommendation of the Superintendent.

ARTICLE 11 - EXTENDED LEAVES OF ABSENCE

A. Military leaves without pay shall be granted to any employee who is inducted or enlists following notification of induction, or may be granted to any employee who requests leave to enlist in any branch of the armed forces of the United States for the period of said induction or initial enlistment or to the spouse of any employee who is so inducted to join him for a period of special training in preparation for duty overseas in combat zones.

B. The Board shall grant disability leave without pay to any Custodial or Maintenance employee upon request subject to the following stipulations and limitations:

1. Leave of absence shall commence and terminate on the date requested by the employee. The leave shall be for a maximum period of two (2) years unless extended by the Board.
2. Any Custodial or Maintenance employee granted leave shall upon request, be restored to a comparable position and at a grade level vacated at the commencement of said leave.
3. Any Custodial or Maintenance employee granted leave without pay according to the provisions of this section may

elect to use all or any part of accumulated sick leave during the period of such absence and receive full pay benefits for the same.

4. No Custodial or Maintenance employee shall be required to leave work because of a disability at any specific time prior to the disability nor be prevented from returning to work solely on the ground that there has not been a time lapse of specific duration between termination of the disability and the desired date of return.

5. The Board shall not remove any Custodial or Maintenance employee from duties unless the employee cannot produce a certificate from the attending physician that the employee is medically able to continue employment.

-10-

6. The Board shall not be obliged to grant or extend a leave of absence of any non-tenured employee beyond the end of the contract school year in which the leave is obtained.

C. Any employee who does not elect to take a maternity leave may continue to perform her duties according to sections (3) (4) above. The period of such absence will be deemed the same as for any other physical disability and she will be entitled to her annual and accumulated sick leave with pay during the period of her absence.

D. Any employee adopting a child shall receive similar leave which shall commence upon her receiving de facto custody of said child or earlier if necessary to fulfill the requirements for adoption.

E. A leave of absence without pay of up to one (1) year may be granted for the purpose of caring for a sick member of the employee's immediate family. Additional leave may be granted at the discretion of the Board.

F. The Board may grant a leave of absence without pay to any employee to campaign for a candidate for public office other than himself or to campaign for or serve in public office.

G. Other leaves of absence without pay may be granted by the Board for good reasons.

ARTICLE 12 - INSURANCE

A. The Board shall pay the full cost of health insurance premiums for individual employees and their dependents in accordance with the current provisions of the State Health Benefits Insurance Fund.

B. The Board shall pay full cost of dental insurance premiums for individual employees and their dependents in accordance with the current provisions of the Delta Dental Plan of New Jersey.

-11-

ARTICLE 13 - EMPLOYEE PROMOTIONS

A. All openings for positions paying a salary differential shall be adequately publicized and well defined by the Business Administrator/Board Secretary in accordance with this procedure. Notices of all vacancies shall be posted for at least ten (10) days prior to the final date for the submission of applications. A notice of any vacancy to be filled shall be posted in each school with a copy to be sent to the Association. The notice shall include the final date for the submission of applications to the Business Administrator/Board Secretary, the date on which applicants will be notified as to their acceptance or rejection, the qualification for the position, the duties, and the rate of compensation. In the event that any revision is made in the provisions of the notice of promotional vacancy, new notices shall be posted for at least ten (10) days. During this time additional applications shall be accepted.

B. Notice of vacancies occurring after the close of school in June and before the opening of school in September shall be sent to the homes of all employees not on duty in the job category for which the opening exists.

C. In filling vacancies consideration shall be given to the applicant's area of competency, quality of past performance, attendance record, prior experience in such positions and when all factors are substantially equal, preference shall be given to

employees in the Hackensack Public Schools. Seniority shall be given strong consideration in the selection of any candidate for promotion.

ARTICLE 14 - CREDIT UNION DEDUCTIONS

Provisions will be made for the Credit Union's Savings and Loan Payroll deductions.

ARTICLE 15 - CUSTODIAL AND MAINTENANCE VACATIONS

A. Custodial and Maintenance employees shall be entitled to paid vacations which, unless otherwise approved by the Superintendent or his or her designee, shall be taken during the months of July and August.

-12-

B. The number of vacation days to which each employee is entitled is as follows:

Number of years completed by June 30

less than 1 year	1 day for each full month to a maximum of nine (9) days.
1 - 4 years	ten (10) days
5 - 11 years	fifteen (15) days
12 or more	twenty (20) days

ARTICLE 16 - HOLIDAYS

Custodial and Maintenance personnel shall have at least 16 holidays with pay including each of the following days on which schools are closed.

July 4th	Christmas Day
Labor Day	News Years Day
Rosh Hashanah (2)	Martin Luther King-Birthday

Yom Kippur	Lincoln Birthday
Columbus Day	Washington Birthday
NJEA Convention (2)	Good Friday
Veteran's Day	Memorial Day
Thanksgiving Day (2)	

Should the number of holidays in any given year be less than sixteen (16), difference may be taken during any of the recess periods between September 1, and June 30 during which schools are closed. The taking of such recess days shall be scheduled within each school and the maintenance department in a manner which will meet the needs of that school of department.

When Christmas Eve and New Years Eve fall on days other than Saturday and Sunday employees shall have these days off with pay. If either of these days fall on a Saturday or a Sunday, no alternate days off shall be granted.

The school calendar and the calendar of employee Holidays shall be distributed to the members within ten (10) calendar days following the adoption of the School Calendar.

In addition to the holidays set forth in Paragraph A, employees shall be granted a 4 hour work day on the day before Thanksgiving.

ARTICLE 17 - CUSTODIAL AND MAINTENANCE EMPLOYEE TENURE

Any Custodial or Maintenance employee who is regularly employed on a full-time basis and has been or shall have been so employed for three (3) consecutive years, shall hold his employment under tenure during good behavior and efficiency and shall not be dismissed, suspended, or reduced in compensation except for neglect, misbehavior, or other offense.

ARTICLE 18 - EXTRA COMPENSATION

A. All employees assigned to the evening shift and to the Tuesday to Saturday shift shall receive \$220.00 per month in addition to the annual base pay for the duration of this agreement.

B. All men assigned to checking buildings shall receive a minimum of twenty-seven dollars and fifty cents (\$27.50) per inspection. A building check shall consist of a three hour on site inspection and duties shall include security and preventative maintenance and other necessary housekeeping.

C. In the event an employee assumes the duties of a superior for a period of two weeks or longer, he or she shall be compensated at that superior's rate of pay. If these duties are performed for two weeks or longer, such pay shall be retroactive to the first day of the superior's absence. The rate of compensation shall be at the grade and step of the superior but in no event less than the employees regular grade and step.

-14-

D. All custodial and maintenance personnel identified in Article 1 Recognition, who are required to use their own vehicles in the performance of their duties or for local emergencies will be reimbursed at the rate of \$5.00 per trip. Payment will be made through supplemental payroll sheets.

E. A school bus maintenance stipend shall be \$6,500.00 for 2004-2005 and \$6,760.00 for 2005-2006.

ARTICLE 19 - PAST PRACTICES

Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the signing date of this Agreement to employees covered by this Agreement as established by the rules, regulations, administrative practices and/or policies of the Board in force on said date shall continue to be applicable during the term of this Agreement.

ARTICLE 20 - MISCELLANEOUS PROVISIONS

A. Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions of the Agreement, either party shall do so in writing to the following:

1. If by the Association, to the Superintendent of Schools, Board of Education, 355 State Street, Hackensack, N.J. 07601.

2. If by the Board, to Association in care of its President at his address.

B. Any dispute relating to a conflict between an individual employee's contract and this Agreement shall be resolved through the grievance procedure.

C. If any provisions of the Agreement is found to be in violation of any statute or any ruling or decision of the Commissioner of Education or the State Board of Education, the remaining provisions of this Agreement shall remain in force and effect.

ARTICLE 21 - WORK AND OVERTIME HOURS

A. All full time custodial and maintenance personnel shall work forty (40) hrs. per week exclusive of lunch.

-15-

B. Starting and ending times of each staff member shall be established in accordance with the needs of the various buildings and the maintenance department. The custodial staff shall be released by the Head Custodian upon completion of all snow removal duties when school is closed.

C. All custodial and maintenance personnel shall have a duty free lunch period of at least (30) minutes.

D. Custodial and maintenance personnel who work hours in addition to their regularly scheduled hours shall be compensated as follows: Compensation shall be in addition to their regular salary and computed by multiplying the hours worked by the employee's equivalent hourly salary (annual salary divided by 2080 (52 weeks X 40 hours) times the factor indicated.

Work beyond eight hours in one day 1.5

Saturdays	1.5
Sundays	2.0
Holidays (Legal)	2.0
Holidays (School)	1.5

E. Compensatory time shall not be substituted for overtime salary.

F. Employees called in for emergency, special or other assignment not contingent to his or her regular workday shall be guaranteed three (3) hours paid overtime.

G. If any employee is required to work on a non-snow emergency day, he/she will be granted a compensatory day on the condition that the day cannot be added to a vacation and cannot be taken in July or August.

ARTICLE 22 - REPRESENTATION FEE

1. If a member of the bargaining unit represented by the Association does not become a member of the Association during any membership year (i.e., from September 1st to the following August 31st), which is covered in whole or in part by this

-16-

Agreement, that bargaining unit member 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.

2. Prior to the beginning of each membership year, the Association will notify the Board, in writing, of the amount of the membership dues, initiation fees, and assessments charged by the Association to its own members for that membership year. The representative fee to be paid by non-members will be equal to the maximum allowed by law.

3. The Board agrees to deduct from the salary of any member of the bargaining unit represented by the Association who is not a

member of the Association for the current membership year the full amount of the representation fee set forth above and promptly to 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 paychecks of those concerned during the remainder of the membership year in question. The deductions for a particular person will begin no longer than (30) days after that person fills a bargaining unit position.

4. Except as otherwise provided in the Article, 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 for the deduction and transmission of regular membership dues to the Association.

5. Of an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question and promptly forward same to the Association.

6. The Association agrees to indemnify and hold the Board harmless against any liability for damages and legal fees which may arise by reason of any action taken by the Board applying with the provisions of this Article.

-17-

ARTICLE 23 - TERMINAL LEAVE

Terminal leave compensation shall be provided for retiring Custodial and Maintenance employees who have served in the district.

Employees shall receive 2003-2004 - \$54.00; 2004-2005 - \$54.00; 2005-2006 - \$54.00 for each day beyond twenty (20) of unused accumulated sick leave.

An employee will be paid \$54.00 for the first twenty days of unused Accumulated sick leave if he/she notifies the Board January 1st of their intention to retire July 1st or thereafter.

In the event of the death of a custodian/maintenance employee prior to retirement from the Hackensack School District, said payment shall be made to the estate of said employee.

Terminal leave compensation payment shall be made according to the options selected by the eligible retiring Custodian and Maintenance employee.

The options available are:

1. Lump Sum Payment - Thirty (30) days after employee's retirement date.
2. Lump Sum Payment - January of the calendar year following termination.

ARTICLE 24 - GRADE CLASSIFICATION

Grade 1 - Custodian

Grade 2 - Assistant Head Custodian - Elementary,
Truck Driver/Storeroom Assistant

Grade 3 - Assistant Head Custodian - Middle School
Storeroom Manager
Groundsperson

Grade 4 - Assistant Head Custodian - High School
Carpenter
Electrician
Plumber
General Maintenance*

-18-

Grade 5 - Head Custodian - Elementary
Maintenance Foreman

Grade 6 - Head Custodian - Middle School

Grade 7 - Head Custodian - High School

*The job classifications of Mr. Towers shall be held under this agreement as follows:

Mr. Towers shall remain at a Grade 6 Classification unless otherwise promoted to a higher grade classification, or leave the

employ of the Hackensack Board of Education. Replacements for these positions will be placed on Grade 4.

ARTICLE 25 – SUBCONTRACTING

The Board agrees that prior to any formal Board action to consider subcontracting, it shall discuss the matter fully with the Association and its representatives. The Board further agrees that it will not subcontract in bad faith for the purpose of laying off employees or substituting private sector employees for the employees covered by this agreement.

ARTICLE 26 - SALARIES

The salary guides shall be increased for 2003-2004 by 3.99%, For 2004-2005 by 3.99%, and 2005-2006 by 3.99%.

ARTICLE 27 – DURATION OF AGREEMENT

This agreement shall be effective for the period of July 1, 2003 through June 30, 2006, for all employees represented by the Association unless an extension is agreed to in writing by both parties.

IN WITNESS WHEREOF the parties hereunto set their hands and seals this ____ day of _____ 2004.

**FOR THE HACKENSACK
BOARD OF EDUCATION**

**FOR THE HACKENSACK
CUSTODIAL AND
MAINTENANCE
ASSOCIATION**

PRESIDENT

PRESIDENT

SECRETARY

SECRETARY

2003-2006 SALARY GUIDES

LONGEVITY

Upon completion of ten (10) years of regular employment by the Board of Education, all Custodial and Maintenance employees shall receive longevity pay of one percent (1%) of the base annual salary for each five

(5) years of employment. In calculating longevity pay, each group of five (5) years of employment will be determined in accordance with Policy C3050 of the Hackensack Board of Education Policies, Regulations and By-Laws.