

Contract no. 1568

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AGREEMENT  
BETWEEN THE  
HUNTERDON CENTRAL BOARD OF EDUCATION  
AND THE  
HUNTERDON CENTRAL CUSTODIAL AND MAINTENANCE ASSOCIATION  
July 1, 1990 to June 30, 1993

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HUNTERDON CENTRAL BOARD OF EDUCATION  
HUNTERDON CENTRAL CUSTODIAL AND MAINTENANCE ASSOCIATION  
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## PREAMBLE

This Agreement entered into this     th day of     1990, by and between the Board of Education of the Hunterdon Central High School district, Flemington, New Jersey, hereinafter called the "Board" and the Hunterdon Central Custodial and Maintenance Association, affiliated with NJEA/NEA hereinafter called the "Association".

## ARTICLE 1

### RECOGNITION

- 1.1. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all regular full and part-time maintenance, custodial and ground employees whether under contract or on leave, employed by the Board, but excluding: All other employees employed by the Board.
- 1.2. Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association, and references to male employees shall include female employees.

## ARTICLE 2

### NEGOTIATION PROCEDURE

- 2.1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 (N.J.S.A. 34:13A-1 et seq. as amended) in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than December 1st of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all employees, be reduced to writing, and be signed after ratification by the Board and the Association.
- 2.2. During negotiations, the Board and the Association shall present all relevant data, exchange points of view and make proposals and counterproposals.
- 2.3. Neither party in any negotiations shall have control over the selection of negotiation representatives of the other party. The parties mutually pledge that their representatives shall

be clothed with all necessary power and authority to make proposals, consider proposals, and make counterproposals in the course of negotiations.

- 2.4. Should a mutually acceptable amendment to this Agreement be negotiated by the parties, it shall be reduced to writing and signed by the Board and the Association following ratification.
- 2.5. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the board in force on said date, shall continue to be applicable during the term of this Agreement.
- 2.6. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article 1 of this Agreement, with any organization other than the Association for the duration of this Agreement.
- 2.7. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- 2.8. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

### ARTICLE 3

#### EMPLOYEE RIGHTS AND RESPONSIBILITIES

- 3.1. Pursuant to Chapter 123, Public Laws 1974 (N.J.S.A. 34:13A-1 et seq. as amended), the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations and other concerted activities for mutual aid and protection. As a duly selected body exercising governmental power under color of Law of the State of New Jersey, the Board undertakes and agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights

conferred by Chapter 123, Public Law 1974 or other Laws of the New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment by reason of his/her membership in the Association and its affiliates, his/her participation in any activities of the Association and its affiliates, collective negotiations with the Board or his/her institution of any grievance, complaint or proceeding under this Agreement or otherwise with respect to any terms or conditions of employment.

- 3.2. Nothing contained herein shall be construed to deny or restrict to any employee, administrator, or Board member such rights as he may have under New Jersey Laws or other applicable Laws and Regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.
- 3.3. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- 3.4. Individuals associated with the Board of Education, Administration and the Association will not discuss with the students or attempt to influence students' opinions in regard to any matter under discussion by the parties to the Agreement. This applies during school days and at school sponsored activities.
- 3.5. Any questions or criticism of an employee, Board member or administrator shall be made in confidence and not in the presence of students, parents or at any public gatherings.
- 3.6. Board members, employees and administrators shall be guided by the Code of Ethics of their respective organization.

#### ARTICLE 4

##### ASSOCIATION RIGHTS AND RESPONSIBILITIES

- 4.1. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information.
- 4.2. Representatives of the Association, the New Jersey Education Association, and the National Education Association shall be permitted to transact official Association business on school property at all reasonable times, provided that this shall not interfere with or interrupt normal school operations.

- 4.3. The Association and its representatives shall have the privilege to use the school buildings at all reasonable hours for meetings, except from 11:00 p.m. to 6:00 a.m., including holidays and weekends. A request to the Director of Plants and Facilities shall be made in advance of the time and place of all such meetings.
- 4.4. The Association shall have the privilege to use school facilities normally available to employees. The Association shall pay for the reasonable cost of all materials and supplies incident to such use, and will assume responsibility for its proper operation and maintenance.
- 4.5. The Association shall have space to post notices on two designated facilities.
- 4.6. The Association shall have the privilege to use the inter-school mail facilities and school mail boxes.
- 4.7. The Board of Education agrees to grant up to five (5) days leave to the Association for Association business. Request for such leave shall be submitted to the Director of Plants and Facilities.
- 4.8. The Association shall be permitted to hold up to four (4) Association meetings in the school building per year on Board time. The Superintendent shall be notified of the proposed meeting date at least one week in advance and the Superintendent shall have the right to change the meeting date if the meeting conflicts with school activities. The meeting shall begin not earlier than fifteen (15) minutes prior to the end of the day shift and shall end not later than fifteen (15) minutes after the beginning of the second shift.

## ARTICLE 5

### GRIEVANCE PROCEDURE

#### 5.1. Definitions

- A. A "grievance" is a claim based on any of the provisions of this Agreement and/or past common practice resulting from an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of employees and/or the interpretation, meaning or application thereof.
- B. An "aggrieved person" is the person or persons making the claim.

- C. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against who action might be taken in order to resolve the claim.
- D. The term "work days" shall include all regular work days during the work year July through June and shall not include all holidays, weekends and days when the district is closed for all employees.
- E. An aggrieved person shall have thirty (30) work days from the date of the occurrence or the first knowledge of said occurrence to initiate a grievance.

5.2. Purpose

- A. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of employees. Both parties agree that those proceedings will be kept as informal as is mutually agreeable and confidential at every level of the procedure.
- B. Nothing herein contained shall be construed as limiting the right of any employee or group of employees having a grievance to discuss the matters informally with any appropriate member of the Administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement.

5.3. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. Failure to initiate and process a grievance within the designated period of time at each step shall deem the grievance resolved. Failure to respond to a grievance within the specified time limits shall permit the grievance to be advanced to the next step. The time limits specified may, however, be extended by mutual agreement.

5.4. A. Level One--Director of Plants and Facilities

An employee or group of employees with a grievance shall first verbally identify the matter as a grievance and discuss it with the Director of Plants and Facilities either directly or through the Association's grievance representatives, with the objective of resolving the matter informally.

**B. Level Two--Superintendent**

If the aggrieved person or group of persons is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within five (5) work days after the grievance was discussed at Level One, the grievant must notify the Grievance Representative of his/her request to process a formal grievance within five (5) work days after the discussion at Level One or ten (10) work days after the grievance was submitted to the Director of Plants and Facilities. The Association's Grievance Representative shall submit a written grievance to the Superintendent within five (5) work days after receiving the request to process the grievance.

The Superintendent shall meet with the grievant and the Association's Grievance Representative to review the grievance within ten (10) work days of receipt of the grievance. The Superintendent shall render a written decision within five (5) work days of said meeting. If no decision has been rendered or if the grievant is dissatisfied with the decision, the grievant may submit the grievance to the Board of Education within five (5) work days.

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

The Board of Education or its designee shall hold a meeting within ten (10) work days of receipt of the grievance and shall review the grievance, hear all witnesses, assess all relevant information and see all pertinent documents. The Board shall render a decision within five (5) work days of its next regularly scheduled meeting, this shall not include special agenda meetings.

**D. Level Four--Arbitration**

If the aggrieved person or group of persons is not satisfied with the disposition of his grievance at Level Three or if no written decision has been rendered within thirty-five (35) calendar days after the grievance was delivered to the Board, he/she may request in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious for further consideration, it must submit the grievance to the Public Employment Relations Commission for arbitration within ten (10) work days after receipt of the request by the aggrieved person and shall notify the Board of such submission.



The Arbitrator so selected shall confer with the representatives of the Board and the Association, hold hearings promptly and shall issue his decision not later than thirty (30) calendar days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. 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 a decision which requires the commission of an act prohibited by Law or which is in violation of the terms of this Agreement. The decision of the Arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

- 5.5. The costs for the services of the Arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring the same.
- 5.6. Any party in interest may be represented at all stages of the grievance procedure by himself/herself or at his/her option by a representative from the Association. Following Level One, the Association may process a grievance through all levels of the grievance procedure even though the aggrieved person or group of persons does not wish to do so.
- 5.7. No reprisals of any kind shall be taken by either party, Board and/or representatives or Association and/or representatives, against any party in interest or other participant in the grievance procedure by reason of such participation.
- 5.8. Decisions rendered at Level Two, Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest.
- 5.9. All written grievances and decisions shall be filed in a separate grievance file, available to the Superintendent, the Association's grievance representatives and the aggrieved person or persons, and shall not be kept in the personnel file of any of the participants.
- 5.10. All grievances shall be filed on the designated grievance form attached herein.

- 3.11. No meetings or hearings under this procedure shall be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

## ARTICLE 6

### WORK YEAR AND WORK HOURS

- 6.1. All full-time employees shall be employed on an annual twelve (12) month basis.
- Every effort will be made to equalize work loads, however, the Association recognizes the Board's right to change work assignments and work loads to achieve this purpose.
- 6.2. The regular work schedule shall consist of forty (40) hours per week worked on five (5) consecutive days. For payroll purposes, the regular work week for all employees shall begin at 12:01 a.m. Sunday and end 12:00 Midnight Saturday. This Article is intended to define the normal hours of work and it shall not be construed as a guarantee of hours of work per day or days of work per week. First shift shall normally commence at 7:00 a.m., second shift shall normally commence at 3:00 p.m. and third shift shall normally commence at 11:00 p.m. Employees who are initially employed to work Monday through Friday will not be involuntarily reassigned to a Tuesday through Saturday or Wednesday through Sunday work schedule. Nothing contained herein shall restrict the Board's ability to change shift times.
- 6.3. A full-time employee is defined as any employee who is regularly scheduled to work twenty (20) hours or more per work week. All full-time employees shall receive all benefits as provided for in this Agreement.
- 6.4. A part-time employee is defined as any employee who is regularly scheduled to work less than twenty (20) hours per week. Part-time employees will receive no benefits.
- 6.5. Temporary employees may be hired by the Hunterdon School District to work for less than ninety (90) days to perform sporadic projects. In addition, the Board may utilize work study students and they shall not be considered employees under this Agreement.
- 6.6. Employees will receive two scheduled fifteen (15) minute breaks in each work day. Employees will also receive a scheduled thirty (30) minute paid lunch period at

approximately mid-point in the work day. No changes in breaks or lunch periods shall occur unless approved by the immediate supervisor.

- 6.7. Whenever the cafeteria is closed during the day, the lunch hour shall be forty (40) minutes. The work day shall not be lengthened to accommodate this lunch.
- 6.8. On days school is closed due to weather conditions, employees are expected to report to work since snow removal is essential for school reopening. However, it is understood that unusual weather conditions may make roads impassable and unsafe. As a result, an employee might be unable to report to work. Under these circumstances, the employee shall be required to make up the hours of work missed as mutually agreed upon by the employee and immediate supervisor.
- 6.9. Each employee will receive three (3) sets of uniforms in the initial year of hire. Thereafter, each employee will receive an additional three (3) uniforms every other year. In addition, the grounds crew will each receive one (1) set of foul weather gear.

## ARTICLE 7

### OVERTIME

- 7.1. Overtime shall be paid for all hours authorized and worked. Overtime is defined as any time spent at regular duties or other assigned duties consistent with this Agreement, either before/after regular daily work hours, or any day other than provided in the regular work week.
- 7.2. Overtime at the rate of time and one-half (1-1/2) times the straight time rate of pay shall be paid for all hours authorized and worked in excess of forty hours (40) in any work week and in excess of eight (8) hours in any work day. Overtime work shall be distributed on a rotating seniority basis, except that first preference for overtime assignment for weekend work shall be given to employees who are on Building/Boiler check duty for that weekend. There shall be no pyramiding or duplication of overtime. All overtime worked must be voluntary and mutually agreed to by the employee and immediate supervisor. In the event that overtime is necessary and insufficient employees volunteer, then the least senior employee must work the overtime. In the event that overtime is unforeseen, the supervisor may mandate overtime without regard to seniority. Whenever an employee is required to work on a seventh day, he/she will receive double time.

- 7.3. Holidays, personal days, sick days, funeral days or any other paid absence from work will count as days worked in the computation of overtime. All employees will complete a time sheet for each week worked, have it signed by their immediate supervisor, and turned in to the payroll clerk promptly at the end of each week. Overtime shall be paid in the succeeding pay period following the pay period in which the overtime was worked.
- 7.4. All overtime will be rounded to the nearest 1/2 hour at the end of each pay period. This will be remunerated at the rate of one and one-half (1-1/2) times the regular hourly salary. A standard form, showing hours of overtime and overtime salary will accompany each check.
- 7.5. Any employee reporting for work at the regularly scheduled time when he/she has not been notified not to report for work, shall receive two (2) hours time at his/her regular hourly rate except in an emergency situation or if caused by an act of God. Any full-time employee leaving work at his/her own request with approval of the immediate supervisor shall be paid only for hours worked.
- 7.6. Employees called back to work after their regular schedule will be paid for a minimum of three (3) hours. A call-back employee, when requested to work may refuse to report for work without prejudice. A list of employees available to work call-back shall be developed each year.
- 7.7. Employees who are assigned to Building Check/Boiler Check duty by the Director when school is closed shall be compensated for a minimum of two (2) hours per Building Check/Boiler Check at their hourly rate including overtime rate where appropriate.

## ARTICLE 8

### VACATION AND HOLIDAYS

- 8.1. Employees shall be granted vacation pursuant to the following provisions:
- A. First year through fifth year of employment--ten (10) working days will be granted as vacation time.
  - B. Sixth year through fifteenth year of employment--fifteen (15) working days will be granted as vacation time.

C. Over fifteen years of employment--twenty (20) working days will be granted as vacation time.

- 8.2. Years of employment shall be defined as years of service in the Hunterdon Central School District in the categories of Custodian/Grounds and/or Maintenance. For the initial year of employment, employees hired after July 1st shall earn pro-rata vacation time in accordance with the number of months employed in that year. Such vacation time shall be rounded down to the nearest day for any portion equivalent to .59 or less. Such vacation time shall be rounded up to the nearest day for any portion equivalent to .6 or more.
- 8.3. Such days shall not accrue from year to year. In scheduling vacations, first consideration shall be the needs of the school, after which seniority shall be governing. Eligibility shall be computed as of July 1st. The last two weeks before the opening of school will not be used for vacation periods unless approved by the immediate supervisor and the Superintendent.
- 8.4. An employee may request extra vacation time. If such request is approved by the immediate supervisor and the Superintendent, the employee will have his/her salary reduced by the hourly rate multiplied by eight (8) times the number of work days missed.
- 8.5. Upon leaving employment at Hunterdon central, any employee who has unused vacation days due him/her will be paid for such days at his regular rate of pay.
- 8.6. A reply to a request for a vacation shall be received by the employee within five (5) working days of the request.
- 8.7. The following are recognized Holidays under this Agreement:

New Year's Eve	Labor Day
New Year's Day	Thanksgiving Day
President's Day	Day after Thanksgiving
Good Friday	Christmas Eve
Easter Monday	Christmas Day
Memorial Day	NJEA Convention Days (2)
Independence Day	

The above list of holidays shall be in lieu of any State or Federal Holiday. In the event that school is in session on any day listed above, an alternative day shall be designated for that holiday for all employees.

- 8.8. The employee shall be paid his/her regular scheduled hours at the straight time hourly rate for the jobs to which he/she is regularly assigned for each of these holidays not worked. An

employee who is absent without an acceptable excuse as provided for in Articles 8, 9, and 10 of this Agreement on the scheduled workday immediately preceding or immediately following a holiday shall forfeit the right to be paid for such holiday.

- 8.9. An employee required to work the above named holidays shall be paid one and one-half (1-1/2) times the regular rate of pay in addition to their regular pay for the holiday.

#### ARTICLE 9

##### SICK LEAVE

- 9.1. All employees shall be entitled to twelve (12) sick leave days each contract year as of the first official day of said contract year, whether or not they report for duty on that date.
- 9.2. In the first year of employment, employees hired after July 31st shall be entitled to a pro-rata of the days listed in 9.1. above based on their initial month of employment. Such days shall be credited upon initial employment.
- 9.3. the Board of Education reserves the right to require a certificate from a doctor in any case where a school employee is absent for three or more consecutive days. In cases when an employee exhibits patterned or chronic absenteeism, a doctor's certificate may be required in order for the employee to be compensated for the day.
- 9.4. All employees shall accrue sick leave from their initial date of continuous employment in the Hunterdon Central School District.

#### ARTICLE 10

##### TEMPORARY LEAVES OF ABSENCE

- 10.1. Employees shall be entitled to the following temporary non-accumulative leaves of absence with full pay each work year in addition to any sick leave to which the employee is entitled:
- A. Two (2) days leave of absence for personal legal business, or family matters which require absence during work hours. Application to the Director or Plants and Facilities for personal leave shall be made at least five (5) days before taking such leave (except in cases of

emergencies) and the applicant for such leave shall not be required to state the reason for taking such leave other than he/she is taking it under this Section. It is understood that such personal leave shall not be used to extend vacations, or for household and other routine matters which could otherwise be performed on days when work is not in session. Employees may accumulate one (1) unused personal leave day for use in the following year only.

Personal days shall not be granted immediately preceding or immediately following a vacation or holiday without prior approval. In such cases, the employee shall state the reason for requesting the time. Such leave shall be granted at the discretion of the Director of Plants and Facilities and shall not be arbitrarily denied.

- B. Time necessary for appearances in any legal proceeding connected with the employee's employment or with the school system if the employee is required by Law to attend.
- C. Up to five (5) consecutive days at any one time in the event of death of an employee's spouse, child, parent, brother, sister, any other member of the immediate household living with the employee, and mother-in-law and father-in-law. In the event of the death of a relative not listed above, one (1) day shall be granted.
- D. One (1) day for the purpose of attending the marriage of a member of the immediate family defined as children, parents and in-laws.
- E. Time necessary for persons called into temporary active duty, not to exceed three (3) months, of any unit of the U.S. Reserves or the State National Guard. An employee shall be paid the difference between his/her regular pay and any pay which he/she receives from the State or Federal Government so there is no loss in pay.
- F. Up to five (5) days for the purpose of marriage of the employee.
- G. In the event of jury duty, the Board of Education will reimburse an employee with the difference paid for jury duty and his/her salary so there is no loss in pay. An employee who is not selected for a panel or is dismissed by the court is to report to his/her immediate supervisor provided there remains a minimum of four (4) hours of his/her work shift for that day.

- H. One (1) day leave of absence shall be granted as a family illness day.
- I. Other leaves of absence with pay may be granted by the Board for any good reason, and extensions or renewals of leaves as outlined above may be granted by the Superintendent upon request.

## ARTICLE 11

### EXTENDED LEAVES OF ABSENCE

- 11.1. Military leave without pay shall be granted to an employee who is inducted or enlists in any branch of the Armed Forces of the United States for the period of said induction or initial enlistment.

Upon return from this leave an employee shall be considered as if he/she were actively employed by the Board during the leave and shall be placed on the salary schedule at the level he/she would have achieved if he/she had not been absent. However, credit on the salary schedule for sick leaves taken shall be limited to a maximum of four (4) years.

- 11.2. The Board of Education shall provide leaves of absence for any employee of the District whose absence from duties is due to a physical or mental disability in accordance with the provisions listed below.

- A. An employee, requesting such leaves who has an actual or an anticipated disability shall present to his/her supervisor a written statement from his/her physician (as soon as possible) indicating the nature of the disability, the date or estimated date of actual disability, and the anticipated date of return to work.
- B. Prior to returning to work, the employee shall be required to submit a physician's statement that the employee is physically or mentally fit to return to his/her assigned duties.
- C. If the District is not satisfied with the statement from the employee's physician, as to disability or return from disability, it may require a review and examination by the school physician or a physician selected by the District. In the event the physician appointed by the District offers a contrary opinion to that of the employee's physician, both parties shall agree that an impartial third physician shall be selected whose medical



opinion shall be binding on the issue of physical or mental capacity to continue in the performance of duties. If as a result of such examination, the employee is found to be fit to perform assigned duties, he/she shall do so.

If as a result of such examination, the employee is found to be unfit to perform assigned duties, the employee shall be placed on a mandatory sick leave with such compensation which he is entitled and disability provisions of this Agreement, under the sick leave and disability provisions Agreement, until a recommendation to return to work is provided to the Board by the third physician.

11.3. The Board of Education shall grant a leave of absence for medical reasons associated with pregnancy and birth to employees on the same terms and conditions governing leaves of absence for all other disabilities as outlined in 11.2. above. It is recognized that an employee's maternity leave involves both a disability and a child-care phase.

A. The disability phase is that period of time both prenatal and postnatal--during which a physician certifies in writing inability to work.

The employee shall provide sixty (60) days notice to the Board in writing specifying the date on which she wishes to commence the disability leave and the date on which she wishes to return to work after the birth. The employee's accumulated sick leave may be used during the disability phase.

B. The child-care phase is that period of time selected by the employee which follows the disability phase and/or birth of the child. Such maternity leave shall be an unpaid leave of absence and may continue for a maximum of two (2) years. Notification of child-rearing leave must be made in writing at least one (1) month prior to the starting date for such leave and should indicate the anticipated starting date and ending date of such leave.

Any employee adopting a child may receive similar leave which shall commence upon receiving custody of such child or earlier if necessary to fulfill the requirements of the adoption.

11.4. An employee shall not be advanced on the salary schedule unless he/she has worked at least one hundred thirty (130) days during the contract year in which the leave of absence was taken.

- 11.5. Other leaves of absence without pay may be granted by the Board or by the Superintendent with the approval of the Board for good cause. Such requests shall not be arbitrarily denied.
- 11.6. All benefits to which an employee was entitled at the time his/her leave of absence commenced, including unused accumulated sick leave shall be restored to him/her upon his/her return, and he/she shall be assigned to a position on the same basis as if he/she had been employed by the Board during the period of his/her absence.
- 11.7. All extensions or renewals of leaves shall be applied for in writing to the Superintendent within thirty (30) days prior to the expiration of such leave.

## ARTICLE 12

### SENIORITY

- 12.1. For those employees in the bargaining unit covered by this Agreement, seniority shall be based upon the length of continuous service from the initial month of employment in any combination of positions in the Hunterdon Central School District. Seniority will be a factor considered by the Board in promotions, demotions, and transfers. It is understood, however, that the Board will also consider efficiency and capability. Seniority will be the only factor for lay-offs and recalls after lay-offs within the unit.
- 12.2. No employee shall acquire any seniority rights until he/she has been continually employed in the Hunterdon County School District for a period of six (6) months. Upon successful completion of this probation period seniority shall relate back to the initial month of hire in the Hunterdon Central School District.
- 12.3. All vacancies and new positions must be posted for five (5) consecutive work days on the designated Association bulletin boards. The job posting shall include the title, shift, hours, rate of pay, qualifications and the effective date for filling the vacancy.

Any employee may apply for the position to the Personnel Office. All applicants will be considered.

The Board or its designee will be free to fill the position from within or hire a new employee and will be solely responsible for the selection.

- 12.4. The Director of Plants and Facilities shall have the right to temporarily transfer employees to meet emergencies and other unusual requirements, and to fill vacancies caused by absences of less than two (2) weeks.

An employee temporarily assigned to work out of his/her classification for more than one (1) hour per day will be paid at his/her normal rate or the rate of the other classification, of the same experience level, whichever is higher.

Out of classification work shall be voluntary and assigned on a rotating seniority basis. If no employee volunteers, the Director of Plants and Facilities shall assign on a rotating reverse seniority basis; that is, the last senior person shall be the first required to perform the work.

### ARTICLE 13

#### DISCHARGE AND DISCIPLINE

- 13.1 A probationary employee may be disciplined or dismissed for any reason considered justifiable by the Director of Plants and Facilities. Notification of discipline or dismissal shall include a written statement of reasons for non-reemployment. Within five (5) calendar days of receipt of notification of dismissal, the employee may request in writing a meeting to discuss the termination with the Superintendent of Schools. The Superintendent shall schedule a meeting within five (5) calendar days of receipt of the written request from the employee. The Superintendent must notify the employee in writing of his final determination within three (3) days of the meeting. Any disciplinary action of a probationary employee shall not be subject to the grievance procedure of this Agreement.
- 13.2. Violations of Board policy, rules or regulations shall be cause for disciplinary action as outlined below when just cause exists. Employees shall have the right to dispute any charge or alleged violation and may appeal such action through the grievance procedure provided under this Agreement. There shall be four (4) separate penalties applied when it is necessary to impose discipline on any of the employees of the Board.
- 13.2.1. Oral reprimand.
- 13.2.2. A written reprimand to be placed in the employee's personnel file to be applied in the case of minor offenses. The Board shall furnish the employee and the Association with a copy of

the reprimand. The employee shall be required to sign the file copy for the sole purpose of acknowledging receipt of a copy.

- 13.2.3. Suspension from work (without pay) for periods varying from one (1) to fifteen (15) days, according to the gravity of the offense and the previous record of the employee concerned to be applied in cases of a first serious offense or continued or repeated minor ones.
- 13.2.4. Discharge.
- 13.2.5. The Board may bypass any step of this procedure based on the offense and record of the employee.
- 13.3. Any warnings issued under the provisions of this Article for a first or second offense which does not lead to a third offense shall be removed from the employee's personnel file after twelve (12) months from the date of issue of the last offense warning.
- 13.4. If an employee is required to attend a meeting with the Board, Superintendent or a designated representative for the purpose of discipline, he/she will be so advised and may have an Association representative present during such a meeting.
- 13.5. In the event of termination of employment by the employee or by the Board, ten (10) working days notice shall be given.

#### ARTICLE 14

##### UNION SECURITY CLAUSE

- 14.1. Upon the request of the Association, the Board shall deduct a representation fee from the wages of each employee who is not a member of the Association.
- 14.2. These deductions shall commence thirty (30) days after the beginning of employment in the unit or ten (10) days after cancelling their membership in the Association.
- 14.3. The amount of said representation fee shall be certified to the Board of Education by the Association within five (5) working days after the effective date of this Article, which amount shall not exceed eighty-five percent (85%) of the regular membership dues, fees and assessments charged by the Association to its members.
- 14.4. The Association agrees to indemnify and hold the Board of Education harmless against any liability, cause of action, or

claims of loss, whatsoever arising as a result of said deductions.

- 14.5. The Board of Education shall remit the amounts deducted to the Association monthly, on or before the 15th of the month following the month in which such deductions were made.
- 14.6. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13A-5.4(2)(c) and (3) (L.1979 c.477) and membership in the Association shall be available to all employees in the unit on an equal basis at all times. In the event the Association fails to maintain such a system, or if membership is not so available, the Board of Education shall immediately cease making such deductions.

#### ARTICLE 15

##### PROTECTION OF EMPLOYEES

- 15.1. Employees shall not be required to work under unsafe or hazardous conditions or to perform tasks which endanger their health, safety or well-being.
- 15.2. In the absence of a certified person, an employee may use reasonable force as necessary to protect himself from attack, to protect another person or property, to quell a disturbance threatening physical injury to others, or to obtain possession of weapons or other dangerous objects upon the person or within control of a pupil.
- 15.3. The Board shall give full support including legal and other assistance for any assault upon the employee while acting in the discharge of his duties.
- 15.4. Employees shall immediately report cases of assault suffered by them in connection with their employment to their immediate supervisor.

Such notification shall be forwarded immediately to the Superintendent who shall comply with any reasonable request from the employee for information relating to the incident or the persons involved, and shall act appropriately as liaison between the employee, the police and the Courts.

ARTICLE 16

INSURANCE PROTECTION

- 16.1. The Board will provide individual and full family insurance coverage as provided for all professional employees in the District, not including Administrative Personnel. Such coverage shall include:
- Health Insurance  
Dental  
Prescription  
Disability
- 16.2. An overview of benefits provided in 16.1. above shall be distributed to all new employees upon hire.
- 16.3. Effective July 1, 1991, the prescription insurance co-pay shall be three dollars (\$3.00).

ARTICLE 17

SALARIES

- 17.1. The salaries of all employees covered by this Agreement for the school years 1990-91, 1991-92 and 1992-93 are set forth in Schedule A which is attached hereto and made a part hereof.
- 17.2. All employees shall be placed on guide and shall move in accordance with the salary implementation schedule.
- 17.3. First and third shift employees shall be paid on the 15th and 30th of each month. However, second shift employees shall be paid on the 14th and 29th of each month.
- 17.4. When a payday falls on or during a school holiday, a personal vacation day, or weekend, employees shall receive their paychecks on the last previous working day on which the banks are opened, provided the checks are available from the computer.
- 17.5. Effective July 1, 1989, the Board shall reserve the right to determine initial placement on guide for all new employees except that such placement may not exceed the third step on the Custodial/Grounds Guide or the fourth step on the Maintenance Guide.

ARTICLE 18

RETIREMENT BENEFIT PROGRAM

- 18.1. The Board agrees to provide a Retirement Benefit Program as follows:
- A. All full-time employees who have accumulated a minimum of forty (40) unused sick days at the time of retirement from the District and who are collecting pension benefits pursuant to Title 18A:66-1 et seq. "Teacher Pension and Annuity Fund" or "Public Employee Retirement System" are eligible.
  - B. No employee shall be entitled to the Retirement Benefit Program upon returning from a leave of absence, other than sick leave, until said employee has completed a minimum of ten (10) months work.
  - C. Each eligible employee shall receive a retirement benefit of one (1) day's salary (a benefit day) for each three (3) days accumulated unused sick leave but not to exceed fifty (50) benefit days. The method of calculating the rate shall be at the hourly rate paid at the time of retirement.
  - D. Retirement benefit payments shall be made in a lump sum by January 30 or June 30 following the effective date of retirement. Such payment date shall be at the option of the employee.
  - E. July 1, 1988, shall serve as the effective starting date for accumulating unused sick leave days which shall qualify for compensation in accordance with the provisions outlined in A. through D. above.
  - F. A stipend of five hundred dollars (\$500.00) shall be given to a full-time employee who has acquired seventy (70) unused accumulated sick days at the close of the work year in which said employee has accumulated seventy (70) days. The stipend shall be given to any particular employee only once.
  - G. a stipend of five hundred dollars (\$500.00) shall be given to a full-time employee who has acquired one hundred and ten (110) unused accumulated sick days at the close of the school year in which said employee has accumulated one hundred and ten (110) days. The stipend shall be given to any particular employee only once.

ARTICLE 19

BOARD RIGHTS

- 19.1. The Board and the Association agree that except as modified by Law and this Agreement, the Board of Education has the right:
- A. To direct employees of the school district;
  - B. To hire, assign, retain or discharge employees of the school district;
  - C. To maintain efficiency of the school district operation entrusted to it; and
  - D. To determine methods, means and personnel by which such operations are to be conducted.
- 19.2 The Board shall adopt and post reasonable rules and regulations as it may desire, provided that these rules and regulations are not contrary to or in conflict with this Agreement.

ARTICLE 20

MISCELLANEOUS PROVISIONS

- 20.1. This Agreement constitutes Board and Association policy for the term of said Agreement, and the Board and Association shall carry out the commitments contained herein and give them full force and effect as Board and Association policy.
- 20.2. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to Law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect.
- 20.3. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.
- 20.4. The Board and the Association agree that there shall be no discrimination, and that all practices, procedures and policies of the school system shall clearly exemplify that there is 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, color, religion, national origin, sex, age, domicile, or marital status.

20.5. Copies of this Agreement signed and duly executed shall be reproduced at the expense of the Board within thirty (30) days after the Agreement is signed. Copies of the Agreement shall be presented to all employees now employed, hereafter employed or considered for employment by the Board.

20.6. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions(s) of this Agreement, either party shall do so by letter at the following addresses:

1. If by the Board to the Association:

President  
Hunterdon Central Custodial and Maintenance Assn.  
Hunterdon Central High School  
Flemington, N.J. 08822

2. If by the Association to the Board:

Secretary  
Board of Education  
Hunterdon Central High School  
Flemington, N.J. 08822

ARTICLE 21

DURATION OF AGREEMENT

21.1. This Agreement shall be effective as of July 1, 1990, and shall continue in effect until June 30, 1993.

Negotiations on a successor Agreement shall commence as provided for in Article 2. Discussions on the general operation of Hunterdon central are appropriate at any time.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives.

HUNTERDON CENTRAL CUSTODIAL  
AND MAINTENANCE ASSOCIATION

HUNTERDON CENTRAL HIGH SCHOOL  
BOARD OF EDUCATION

By Kenneth W. Kuhlman

By Robert E. Smith

By George H. Pugh

By Lyndie Harmon

Date February 16, 1991

Date January 14, 1991

SCHEDULE A

1990-1991

	<u>CUSTODIAN</u>	<u>MAINTENANCE</u>
A	\$ --	\$ --
B	18,215	--
C	19,115	--
D	20,115	26,000
E	21,115	27,500
F	22,115	29,000
G	23,115	30,500
H	23,515	31,500
I	--	
J	27,200*	
K	28,600*	

1991-1992

	<u>CUSTODIAN</u>	<u>MAINTENANCE</u>
A	\$ --	\$ --
B	--	--
C	19,850	--
D	20,750	--
E	21,750	28,000
F	23,000	29,500
G	23,750	31,000
H	24,555	32,000
I	--	
J	28,240*	
K	29,640*	

1992-1993

	<u>CUSTODIAN</u>	<u>MAINTENANCE</u>
A	\$ --	\$ --
B	--	--
C	--	--
D	21,800	--
E	22,690	29,000
F	23,590	30,400
G	24,840	31,800
H	26,115	33,560
I	--	
J	28,760*	
K	30,160*	

\* These rates are red-circled for the duration of the agreement. The five red-circled employees shall be paid an additional \$520 bonus in 1992-93.

Step on guide does not reflect years of service.

Promotions

Employees who are promoted from custodian to maintenance will be placed on the lowest step on the maintenance guide.

Shift Differential

\$ .25 per hour for second shift  
\$ .50 per hour for third shift

Longevity

After 20 years of service to the District \$600  
After 25 years of service to the District an additional \$600

The Director of Plants and Facilities shall designate two (2) Black Seal In-Charge positions, up to five (5) Black Seal positions and one (1) Pesticide Applicator position which shall be compensated according to the following:

License Stipends:

Black Seal In-Charge	\$750/yr.
Black Seal	\$500/yr.
Pesticide Applicator	\$500/yr.

The Director of Plants and Facilities may require any employee holding a Black Seal license and not designated above, to use such license on a per diem basis. Said employee shall be compensated for such days at the rate of \$3.00 per day.

Lead Custodians/Grounds

The Director of Plants and Facilities shall designate a Lead Custodian per shift and a Lead Grounds person. All Lead Custodians and Lead Grounds persons shall be compensated an additional 5% above their contracted salaries.

SIDR-BAR AGREEMENT  
 BETWEEN THE  
 HUNTERDON CENTRAL BOARD OF EDUCATION  
 AND THE  
 HUNTERDON CENTRAL CUSTODIAL AND MAINTENANCE ASSOCIATION

The following accrued sick days shall be granted toward accumulated sick leave as of July 1, 1988 and shall be in addition to the days granted in Article 9.1, Sick Leave. Such leave shall not be credited toward the retirement benefit program outlined in Article 18.

<u>Name</u>	<u>Days</u>
Joyce D'Amico	19
Robert Hailes	47
Glenn Harmon	72
James Hartstall	24
James Masterpol	20

The following employees shall accrue seniority rights as of July 1, 1988 in accordance with Article 12.1, Seniority, based on their initial month/year of continuous employment in the Hunterdon Central School District.

<u>Name</u>	<u>Month/Year</u>
Harold Clawson	8-77
Glenn Harmon	4-63
Robert Hailes	1-69
Joyce D'Amico	4-77
James Masterpol	12-74 /
James Hartstall	1-77 .

The following employees shall be subject to the provisions of Article 12.2, Seniority Rights, as of July 1, 1988. Upon successful completion of the probationary period, said employees shall accrue seniority rights in accordance with Article 12.1, Seniority, based on their initial month/year of continuous employment in the Hunterdon Central School District.

<u>Name</u>	<u>Month/Year</u>
Frank Dudek	3-86 ✓
Kenneth Hovey	10-85 ✓
<del>Ralph DeGede</del>	<del>5-85 ✓</del>
L.C. Cunningham	9-86 ✓
<del>Mary Burd</del>	<del>2-88</del>
<del>Harley Burd</del>	<del>2-88</del>
Willie Cook	7-87 ✓
<del>Fred Shafer</del>	<del>1-87</del>
Ken Smith	8-87 ✓
Mary Ann Johnson	11-87 ✓
<del>Merwin Tidwell</del>	<del>1-87</del>
<del>Barbara Kiplortak</del>	<del>1-88</del>

FOR THE ASSOCIATION:

FOR THE BC

BY \_\_\_\_\_  
Date

BY \_\_\_\_\_

BY \_\_\_\_\_  
Date

BY \_\_\_\_\_