

HILLSDALE BOARD OF EDUCATION - CUSTODIANS

HILLSDALE, NEW JERSEY

AGREEMENT FOR 1977-78
1978-79

Bergen County

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ARTICLE I

RECOGNITION

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

Custodial

Head Custodians

Custodians

Maintenancemen

Groundsmen

but excluding

Chief Custodian.

This recognition shall not impair the rights of any employee or group of employees under Section 19, Article I of the New Jersey Constitution.

NOTICE TO PARTIES

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

If by the Association to the Board:

Board President
Office of the School Business Administrator
32 Ruckman Road
Hillsdale, N.J. 07642

If by the Board to the Association:

Association President
School Building Address or Home Address

The Association shall be required to notify the School Business Administrator of the home and school address of the Association President within five (5) calendar days of the date of taking office."

ARTICLE II

GRIEVANCE PROCEDURE

Definition

A "grievance" shall mean a complaint by an employee of the Public School System that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of the contract and/or an established policy governing employees except that the term "grievance" shall not apply to:

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

This definition is based on a recent P.E.R.C. decision in the West Windsor School District case. Should this definition be reversed by a future Court Decision, this definition is null and void.

The Board hereby declares as a statement of policy that any employee of the Board invoking the Grievance Procedure herein set forth shall be free from any prejudicial or punitive action by reason of invoking such procedure or by reason of Association activities.

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

Level One - Principal or Chief Custodian

Any employee who has a grievance shall discuss it orally with his principal or chief custodian in an attempt to resolve the matter informally at that level.

If as a result of the discussion the matter is not resolved to the satisfaction of the employee within 5 school days, he shall set forth his grievance in writing to the principal or chief custodian specifying:

ARTICLE II (cont'd)

- (a) The nature of the grievance.
- (b) The results of previous discussions.
- (d) His dissatisfaction with decisions previously rendered.

The principal or chief custodian shall communicate his decision to the employee in writing within 3 school days of receipt of the written grievance.

Level Two - Board Secretary/Business Administrator

The employee may appeal the principal's or chief custodian's decision to the board secretary. The appeal to the board secretary must be made in writing reciting the matter submitted to the principal or chief custodian as specified above and his or her dissatisfaction with decisions previously rendered. The board secretary shall attempt to resolve the matter as quickly as possible but within a period not to exceed 5 school days. The board secretary shall communicate his decision in writing to the employee and the principal and chief custodian.

Level Three - Superintendent

The employee may appeal the board secretary's decision to the superintendent of schools. The appeal to the superintendent must be made in writing reciting the matter submitted to the board secretary as specified above and his or her dissatisfaction with decisions previously rendered.

The superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed 10 school days. The superintendent shall communicate his decision in writing to the employee, board secretary, principal and chief custodian.

Level Four - Board of Education

If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education within 5 calendar days following the receipt of such request by the superintendent. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the employee and render a decision in writing within 20 calendar days of receipt of the grievance by the Board or of the date of the hearing with the employee, whichever comes later.

ARTICLE II (cont'd)

Level Five - Arbitration

If the employee is dissatisfied with the decision of the Board of Education the employee or the Education Association may request the appointment of an arbitrator, such request to be made known to the superintendent no later than two weeks after the decision, in writing, of the Board of Education was made known.

The following procedure will be used to secure the services of an arbitrator:

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

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

Costs

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

ARTICLE III

VACATION

PAID HOLIDAYS

There will be 13 days paid holidays per school year based upon a schedule approved by the Board of Education prior to June 30 of each school year. The school calendar and scheduled paid holidays for 1977-78 and 1978-79 may be altered on short notice subject to any emergencies that may arise.

VACATION

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

Custodians who become eligible for four full weeks' vacation on or after July 1, 1975 will take a minimum of three weeks' vacation during the summer. The remaining week will be scheduled, on a seniority basis, during the school year with the approval of the Chief Custodian and Superintendent of Schools.

Custodians who have completed ten (10) full years of service in Hillsdale prior to July 1 and eligible for three weeks' vacation, may take a minimum of two weeks' vacation during the summer and one week during the school year with the approval of the Chief Custodian and Superintendent of Schools.

Those custodians who prior to July 1, 1975 were eligible for four full weeks' vacation will retain the option of taking the four full weeks during the summer recess. Employees who will be eligible for three (3) or more weeks' vacation shall have accrued the necessary service time for such additional vacation days prior to July 1st of the year in which they become eligible.

ARTICLE IV

TEMPORARY LEAVES OF ABSENCE

Custodians shall be entitled to the following leaves of absence will full pay each school year:

A. Five days for personal, legal, business, household, paternity or family matters which require absence during school hours. Application to the principal or immediate superior (chief custodian) for personal leave shall be made in writing at least two days before taking such leave except in the case of an emergency. The applicant shall be required to state that he is taking a personal leave day. If the employee is to take such a day immediately before or after a holiday in the Hillsdale School District, the employee shall give the specific reasons, in writing, for such day.

B. RELIGIOUS HOLIDAYS

Up to three days for religious holidays, the observance of which prevents an employee from working on said days, providing school is not officially closed on those days.

C. MARRIAGE

Up to five days for the purpose of marriage and honeymoon.

D. DEATH IN THE IMMEDIATE FAMILY

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

E. DEATH OUTSIDE THE IMMEDIATE FAMILY

One day at any one time in the event of death of a relative. If death occurs at a distance, extended time for traveling may be granted with pay, less the established rate of substitute.

F. ILLNESS OR EMERGENCY IN IMMEDIATE FAMILY

The regular full-time employee shall be granted three (3) days' absence during any given school year without loss of pay. In addition, the school employee

ARTICLE IV (cont'd)

may claim two (2) additional days at the rate of salary less the established rate of substitute pay, during any school year for the same purpose. In no case will a salary allowance for absence due to illness in the immediate family be granted beyond the five (5) days during any school year.

G. MILITARY

Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or State National Guard, provided such obligations cannot be fulfilled on days when school is not in session.

This will be in accordance with statutory requirements.

H. SICK LEAVE

Leaves taken pursuant to this section shall be in addition to any sick leave to which the employee is entitled under the law.

ARTICLE V

WORK HOURS - OVERTIME

- A. All day shift custodians shall work forty (40) hours per week Monday through Friday during September 1 through June 30.
- B. All day shift custodians shall work eight (8) hours per day plus one (1) hour for lunch.
- C. All night shift custodians starting after three (3) P.M. shall work thirty-five (35) hours per week Monday through Friday September 1 through June 30.
- D. All night shift custodians shall work seven (7) hours per night exclusive of lunch time.
- E. During the summer vacation period of July 1 through August 31, all custodians shall work thirty-five (35) hours per week consisting of seven (7) hours per day plus one (1) hour for lunch Monday through Friday.

In the event that Hillsdale should extend the school term, then paragraph "A" would be appropriately extended and this clause "E" would be reduced by an equivalent amount.

- F. Overtime shall be paid for all hours over eight (8) hours in one day or over forty (40) hours in any one week, at the following rate:

Weekdays	Time and one-half
Saturdays	Time and one-half
Sundays & Holidays	Double time

- G. All overtime remuneration shall be at the proper rate.
- H. Any employee called to return to work outside of his regular scheduled shift shall be paid for a minimum of four (4) hours at the proper overtime rate of pay.
- I. For the purpose of determining the work week, the following shall count as regular work days:

1. Paid sick days
2. Vacation days
3. Personal days
4. Holidays
5. Other approved paid leaves

The employee's work week will commence at 12:01 A.M. on Monday.

- J. Night custodians who work a 35-hour week and all custodians working a 35-hour week summer schedule will receive overtime after they have worked an eight (8) hour day and/or a forty (40) hour week.

ARTICLE VI

SALARIES

- A. Salaries for all full-time custodial employees shall be as set forth in this Agreement.
- B. Commencing July 1, 1976 the Board agrees to compensate custodians who satisfactorily complete an approved Boiler Operator's Course leading to a Black Seal Low Pressure Boiler Operator's Certificate.
- Upon receipt of the certificate, and a copy filed with the Business Administrator, the custodian will receive a one-time payment of \$200.00

ARTICLE VII

MISCELLANEOUS

1. The Board will furnish foul weather gear for outdoor use. One set at each K-6 school and two sets at the K-8 school.

2. New Employees

New employees shall serve a probationary period of 90 days before a contract is issued. The services of new employees may be terminated upon one week's notification by either the employer or the employee.

Probationary employees will not be eligible for paid vacation days, sick days, temporary leave days, as stated in Article IV, until they complete the 90-day probationary period and are issued a contract at which time the above benefits will be retroactive to the first date of employment.

3. Annual Contract

After fulfilling the 90-day probationary period employees are offered a yearly contract which expires on June 30 of each year. New contracts are issued for the year beginning July 1 and ending June 30.

4. Physical Examinations

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

ARTICLE VIII

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1977 and shall continue in effect for a period of two years ending June 30, 1979, provided, however, that if a successor Agreement is not entered into between the parties hereto on or before July 1, 1979, the present Agreement shall remain operative and binding upon the parties until such successor Agreement becomes effective.
- B. In witness whereof the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries, all on the day and year first written.

HILLSDALE EDUCATION ASSOCIATION

BY

MARIE HANLON
President

BY

A. MARYLIN MURPHY
Secretary

HILLSDALE BOARD OF EDUCATION

BY

DR. JOHN J. LEE
President

BY

ANNA F. FELTEN
Secretary

HILLSDALE BOARD OF EDUCATION
HILLSDALE, NEW JERSEY

CUSTODIAL SALARY GUIDE

SCHEDULE A

<u>Guide Step</u>	<u>1977-78</u>	<u>1978-79</u>
1	\$ 8,300	\$ 8,700
2	8,600	9,000
3	8,900	9,300
4	9,200	9,600
5	9,600	10,000
6	10,000	10,400
7	10,500	10,900
8	11,100	11,400

Those employees above the guide step will receive a 9% increase for 1977-78 and a 7% increase for 1978-79.

1. Increments are not automatically granted. A satisfactory rating upon evaluation by the Chief Custodian and Building Principal each year is essential for an increase to be granted. Withholding of increment will be done in accordance with Title 18:29-14.
2. A probationary employee shall start at \$200.00 less than Step 1 on the Custodial Salary Guide in existence at the time of his/her employment. Upon successful completion of the probationary period an employment contract will be issued at the pro-rated amount of Step 1 of the applicable Salary Guide from the date of issuance of contract.
3. Employees hired before January 1 will be entitled to move to the next step on guide in accordance with item 1 above. Employees hired after January 1 will repeat the step on guide.
4. Commencing July 1, 1977 the Board agrees to compensate custodians who have completed 20 years or more of service in the Hillsdale system. The annual stipend shall be at a rate of \$250.00 above the salary schedule position. Employee must have completed 20 years of service in the district prior to July 1 of the year he becomes eligible to collect the longevity pay.