

Contract no. 1400

Board of Education  
So. Hackensack, N.J. 07606  
Linda A. Ortense

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**FULL TIME CUSTODIANS**

**ARTICLE I**

**RECOGNITION**

**A. UNIT**

The Board hereby recognizes the Association as the exclusive representative for collective negotiation concerning grievances and terms and conditions of employment for all full time custodians employed by the Board whether under contract or on leave.

## ARTICLE II

### NEGOTIATION OF SUCCESSOR AGREEMENT

#### A. DEADLINE DATE

The parties agree to enter into collective negotiation over a successor Agreement in accordance with Chapter 123, Public Laws of 1974 in a good-faith effort to reach agreement on terms and conditions of employment. Such negotiations shall begin in accordance with the negotiation time table set forth by the Public Employees Relations Commission. Any agreement so negotiated shall apply to all custodians be reduced to writing, be signed by the board and the association, and be adopted by the Board and Association.

#### B. MODIFICATION

This agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

ARTICLE III

ASSOCIATION RIGHTS AND PRIVILEGES

This article pertains to all employees under this Agreement.

A. RELEASED TIME FOR MEETINGS

Whenever any representative of the Association or any custodian participates during working hours in negotiations or grievance proceeding, he shall suffer no loss in pay if prior written permission is granted by the Chief School Administrator.

## ARTICLE IV

### WORK SCHEDULE

This article pertains to all custodians covered by this Agreement.

#### A. WORK HOURS

The work time required of the custodial staff shall be clearly specified to insure the smooth and regular operation of the South Hackensack School District under the direction of the Chief School Administrator.

1. From September 1 to June 30, full time custodians shall work eight (8) hours per day, five days per week plus one-half hour for lunch.
2. The full time custodian who checks the school during weekends and holidays will work a seven and one-half (7 1/2) hour day plus one-half (1/2) hour for lunch. It is understood that in consideration of this reduction in work day, the services rendered in checking the school on weekends and holidays shall not be compensated as over-time pay for the first two and one-half hours.
3. The full time custodian who works the night shift will work seven and one-half hours (7 1/2) per day including one-half hour for supper.
4. If custodian's schedule of work or shift is to be changed, a two (2) week notification will be given.
5. If illness or unforeseen circumstances shall require a change of work schedule, notification will be immediate.

B. SUMMER HOURS

1. The full time custodians shall work eight hours per day, five days per week plus one-half hour for lunch. Work hours shall be 7:00 a.m. to 3:30 p.m.
2. The full time custodian who checks the school during weekends and holidays will work a seven and one-half hour day plus one-half hour for lunch.

C. OVERTIME

1. Any custodian called in on an Emergency (snow storm, boiler trouble, etc.) outside of his regular scheduled shift shall be paid for four (4) hours minimum at time and a half.
2. The Board of Education will use the full time personnel to fill in when one of the custodians is out sick, on leave, etc., for a short period of time. Extra time will be paid for service rendered according to the terms of the Board/Custodians Contracts.
3. Over their weekly assigned shift, the custodians will receive time and one-half per hour.
4. Time worked on a holiday shall be compensated at double time.

ARTICLE V

TEMPORARY LEAVE OF ABSENCE

Annually, all employees under this Agreement, shall be entitled to one days's leave of absence in recognition of his or her birthdate. Employees may choose to take this leave any day except immediately before or after a holiday.

Employees are to give one week advance notification of the requested date to the Chief School Administrator.

Any employee not taking this leave will be reimbursed one full day's pay at the end of the school year.

ARTICLE VI

INSURANCE PROTECTION

A. FULL HEALTH-CARE COVERAGE

The Board shall pay the premium rate for each custodian including family-plan coverage under the New Jersey State Health Benefits Program. Must be employed three (3) days a week on a full time basis to receive benefits.

B. DENTAL COVERAGE

The board shall pay the premium rate for each custodian including family-plan coverage under the Delta Dental Plan of New Jersey, Inc. or equal. Must be employed 3 days a week on a full time basis to receive benefits.

ARTICLE VII

PAYMENTS TO BANK

An employee may have a percentage of salary deducted each pay period from July 1 to June 30. These accumulated deductions will be deposited in the bank and withdrawn at any time by the employee.



**ARTICLE VIII**

**BENEFIT**

**(SEVERANCE PAY)**

Upon leaving the school system, employees under this Agreement who are not yet eligible for retirement under the Public Employees Retirement System shall be entitled to compensation for unused Sick Leave at a rate of one day's pay for every four days accumulated. Compensation will be the daily rate of pay the subject employee earns under the current contract at the time of so leaving.

The following formula will be used to compute the amount of severance pay due the employee.

(Daily Rate of Pay X Total Accumulated Sick Leave divided by 4 = Severance Pay due employee in year of leave.)

## ARTICLE IX

### BENEFIT

A tenured employee under this contract who is eligible for retirement benefits under the Public Employees Retirement System will be given full compensation for unused sick leave upon leaving Memorial School.

Any custodian who should die after retirement, but before receiving full payment under this Article, the balance of payment shall be payable to that custodian's estate or beneficiary if stated.

Custodians hired after July 1, 1988, of this contract shall be allowed to accumulate up to one hundred (100) days of sick pay for the purpose of pay out of retirement at 50% of the then per diem rate payable over three (3) years with a minimum of twenty-five (25) days payable in any one (1) year.

ARTICLE X

CUSTODIAL UNIFORMS

Custodial personnel shall receive a maximum of three (3) long sleeve shirts, three (3) short sleeve shirts and three (3) pairs of pants per year.

One pair of steel toe safety shoes, not exceeding \$75.00 will be received per year. Verification by the Chief School Administrator or Board Secretary.

A coat will be received when necessary.

ARTICLE XI

Each employee will be entitled to two (2) personal days without loss of pay per year.

An advanced notification of two weeks must be given. Under an abnormal or emergency situation personal time will be given with notification of the Chief School Administrator.

Personal days will be non-accumulative.

ARTICLE XII

BEREAVEMENT LEAVE

Five (5) calendar days bereavement leave without loss of pay will be permitted commencing immediately with the date of death in the immediate family: mother, father, child, sister, brother, grandparents, mother-in-law, father-in-law, spouse. *As provided.*

## ARTICLE XIII

### GRIEVANCE PROCEDURE

#### I. DEFINITIONS

1. A grievance is a complaint by an employee based under this contract based upon the interpretation, application or violation of this Agreement, Board Policy or Administrative decision. To be considered under this procedure, a grievance must be initiated within 25 school days of its occurrence.
2. A complaint by a non-tenured employee concerning his not being reemployed is not subject to this procedure.
3. An aggrieved person is the employee under this contract making the complaint.

#### II. GENERAL PROVISIONS

1. It is the intent of these provisions to provide for the orderly settlement of difference in a fair, equitable and confidential manner as expeditiously as possible.
2. An employee under this contract shall have the right to present his complaint in accordance with these procedures free from coercion, interference, restraint, discrimination or reprisal.
3. An employee under this contract, the chief school administrator, and the board shall have the right to be represented at any stage of the procedures by persons of his own choice.

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4. At each step of the procedure, if differences are not resolved within the prescribed time, the employee has the right to move directly to the next stage, if he so chooses.
  - a. Any allegedly aggrieved member of the bargaining unit shall continue under the direction of the Administration and the Board pending the final outcome of the grievance.
5. This procedure is to assure equitable and proper treatment under the existing laws and this contract. It is not designed to be used for changing such laws and contract or establishing new ones.
6. All documents dealing with the processing of a grievance shall be kept in a separate grievance file and shall not be kept in the personnel file of any of the participants.

III. PROCEDURES

1. The aggrieved person shall, within 25 school days of the occurrence, present the grievance in writing to the Chief School Administrator.
2. The Chief School Administrator shall investigate the grievance and give his decision in writing within five (5) days to the aggrieved person.
3. If the aggrieved person is not satisfied with the disposition of the grievance, he shall, within five (5) days of the report of the Chief School Administrator, request a review by the board. The request shall be submitted in writing through the Chief School Administrator, who shall attach all records of the grievance and forward the same to the board. Within 30 days the board or committee of the board, shall review the grievance, hold a meeting with the aggrieved if requested, and render the decision in writing.

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4. If the Association is not satisfied with the Board's disposition of the grievance and the grievance concerns an alleged violation of the express written terms of the contract, it may within five (5) school days of the Board's decision (or 35 days from when the grievance was presented to the Board, whichever is sooner) submit the grievance to advisory arbitration, using the services of the Public Employment Relations Commission (PERC).
  - a. Within ten (10) days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator, and shall obtain a commitment from said arbitrator to serve.
  - b. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified time, a request for a list of arbitrators shall be made to PERC. The parties shall then be bound by the rules and procedures of PERC.
5. The arbitrator shall not be limited to the issues submitted to him, and shall not add to, subtract from, or modify the terms of the agreement. The only grievances which may be arbitrated are those which allege that there has been a violation of the express written terms of the locally negotiated agreement. The arbitrator shall have no authority to rule on grievances on Board Policies, administrative decisions, or statutes and regulations.
6. The award of the arbitrator shall be advisory.
7. Arbitration meetings will be held at times other than the regular school day, unless mutually agreed upon.



ARTICLE XIV

Each custodian will be entitled to twelve (12) cumulative sick days per year.

## ARTICLE XV

### VACATION TIME

- 1 week per year after completion of one year's employment
- 2 weeks after 2 years employment
- 3 weeks after 7 years employment
- 4 weeks after 12 years employment

A minimum of two weeks must be taken between July 1 and September 1, in order of seniority as requested. Any additional time at the approval of the Chief School Administrator based on seniority. No accumulation of vacation time.

### DAYS OFF

- 1. New Year's Eve Day
- 2. New Year's Day
- 3. Martin Luther King's Birthday
- 4. George Washington's Birthday
- 5. Good Friday
- 6. Memorial Day
- 7. July 4th or recognized legal day observed
- 8. Labor Day
- 9. Columbus Day
- 10. Election Day
- 11. Veteran's Day
- 12. Thanksgiving Day
- 13. Day after Thanksgiving Day (Friday)
- 14. Christmas Eve Day
- 15. Christmas Day

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When Christmas and New Year's Day fall on Saturday or Sunday, all employees will have the Friday preceding these days off in recognition of the holiday. If school is open on the Friday before Christmas, then the Monday following December 25th will be observed.

Any holiday falling on Saturday or Sunday (with the exception of Christmas and New Year's) or a school day, the board will so designate the day off so not all personnel will be taking the same day.

ARTICLE XVI

SALARIES

	<u>1990-1991</u>	<u>1991-1992</u>	<u>1992-1993</u>
1-	22,684	24,158	25,728
2-	24,499	26,091	27,787
3-	26,092	27,788	29,594
4-	27,789	29,595	31,519
5-	29,594	31,518	33,567
6-	31,518	33,567	35,749

LONGEVITY

Longevity shall be paid for years of service to the South Hackensack School System as follows:

	<u>11 to 15 years of service</u>	<u>16 years of service and over</u>
1990-1991	\$400.00	\$750.00
1991-1992	500.00	850.00
1992-1993	600.00	950.00

ARTICLE XVII

Tenure will be granted to a full time custodian employed by the South Hackensack Board of Education after five (5) consecutive years of full time service and commencement of the sixth year.

DURATION OF AGREEMENT

A. DURATION PERIOD

This Agreement shall be effective as of July 1, 1990 and shall continue in effect, until June 30, 1993 subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

B. STATUS OF INCORPORATION

In witness whereof the parties hereto have caused this agreement to be signed by their respective presidents, attested by their respective secretaries, and their corporate seals to be placed hereon, all on the day and year first above written.

EDUCATION ASSOCIATION  
OF SOUTH HACKENSACK

SOUTH HACKENSACK BOARD  
OF EDUCATION

BY Edith Gerber  
President

BY Rita Capas  
President

BY Julie M. Sibbald  
Secretary

BY Linda A. Cortese  
Secretary

DATE November 29, 1990

DATE November 12, 1990