

AGREEMENT BETWEEN HOBOKEN BOARD OF EDUCATION

AND

THE HOBOKEN SCHOOL EMPLOYEES ASSOCIATION

1.0 PREAMBLE

1.1 This agreement entered into by and between the Board of Education of the City of Hoboken, New Jersey, hereinafter referred to as the “Board” and the Hoboken School Employees Association, hereinafter referred to as the “Association” has as its purposes:

1.1.1 the promotion of harmonious relations between the Board and the Association;

1.1.2 the establishment of an equitable and peaceful procedure for the resolution of differences;

1.1.3 the establishment of rates of pay, hours of work, and other conditions of employment.

1.2 The Board will neither change nor modify any provision of this agreement without first successfully negotiating same with the Association.

1.3 This agreement shall be in effect from July 1, **2002**, until June 30, **2005**.

1.4 Except as herein set forth, all terms and conditions now in effect as regular employer/employee practices shall continue to be in effect for the duration of this contract.

2.0 RECOGNITION

2.1 The Board recognizes the Association as the sole exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all its full time and regular part time custodial and maintenance employees. The Hoboken School Employees Association is granted permission to use a school building for meetings of the Association.

2.2 For the purpose of this contract, “full time and regular part time employee” shall mean a person employed directly by the Board for more than three consecutive months and who is regularly employed at least 20 hours per week.

2.3 For the purpose of this contract an employee who is regularly employed less than 20 hours per week shall be considered a part time employee. Their salaries, wages, hours, and other conditions of employment are outside the scope of this agreement.

3.0 UNION SECURITY

3.1 The Board agrees to deduct the Association dues twice each month from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Board by the Treasurer of the Association and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Treasurer, by the tenth day of the month following the month in which the deductions are made. The authorization shall be irrevocable during the term of this agreement except as provided by the New Jersey Statutes.

3.2 Representatives of the Association not employed by the Board shall be permitted to visit with the employees during work hours at their work stations after obtaining permission from the Superintendent or his/her designee for the purpose of discussing Association matters, provided that the operations of the District are not affected. Permission for such visits shall not be unreasonably withheld.

3.3 Only representatives duly certified by the Association shall be recognized by the Board as authorized spokesmen or spokeswoman for the Association.

3.4 The Hoboken School Employees Association President shall receive four (4) hours weekly to attend to matters of Association business with Association members. These matters will be conducted within the confines of the school system.

3.5 Bulletin Boards will be allowed at each work location for use by the Association for purposes of posting notices and information of a non-controversial nature. The Board or its designee shall determine the location and size of said board, but the entire cost of the board shall be borne by the Association.

4.0 SALARIES AND OTHER PAYMENTS

4.1 Effective July 1, 1991, Schedule A shall be the only salary guide. In addition, employees shall be paid the differentials indicated by this section. In the event that the new salary per Schedule A plus all applicable differentials except for the differential in paragraph 4.2 below, is less than their scheduled salary under the prior contract, they will be continued to be paid at the prior rate for as long as this condition exists.

4.2 All employees assigned to the regular night shift shall receive a differential of \$1,000 per year over and above their regular salaries. This differential shall be pro rata for days actually worked. For regular shifts extending after 4:00 p.m., there will be a differential of \$125 per hour after 4:00 p.m. per year pro rated for days actually worked.

4.3 One employee in each building shall be designated as the Head Custodian. This employee shall receive the appropriate annual differential from Schedule A over and above all other compensation. **There shall be a minimum of one (1) head custodian assigned per building.**

4.4 Employees may be designated as Skilled Laborers. Any employee so designated shall be paid from the Skilled Laborer salary guide of Schedule A.

4.5 All employees possessing a Black Seal, but not qualifying for designation under Sections 4.3 or 4.4 above shall be paid from the Engineer Guide.

4.6 Employees with perfect attendance from July 1 to December 31 shall receive a perfect attendance bonus of \$250.00 payable in January. Employees with perfect attendance from January 1 to June 30 shall receive a perfect attendance bonus of \$250.00 payable in July. **Employees with perfect attendance for the full work year (July 1 through June 30) shall receive an additional bonus of \$100.00 payable in July.** Absences due to a job related injury that are approved by a physician designated by the Board shall not be considered to be absences for the purposes of this paragraph.

4.7 Employees working out of job title requiring higher pay shall receive the greater sum for the period temporarily assigned.

5.0 WORK SHIFTS

5.1 There shall be **four (4)** regular work shifts and three special work shifts for Engineers. Initially the hours of these shifts shall be as follows:

7:00 a.m. to 4:00 p.m. (Morning Shift)

9:00 a.m. to 6:00 p.m. (Day Shift)

3:00 p.m. to 12:00 a.m. (Night Shift)

11:00 a.m. to 8:00 p.m. or Noon to 9:00 p.m. (Mid-day Shift) *

6:00 a.m. to 3:00 p.m. (Engineer Shift)

7:00 a.m. to 4:00 p.m. (Engineer Shift)

3:00 p.m. to 12:00 a.m. (Engineer Shift)

*** Employees assigned to a mid-day shift shall receive a shift differential in accordance with Article 4.2 effective upon their attainment of a Black Seal license. Only employees hired after July 1, 2002, and volunteers may be assigned to a mid-day shift.**

5.1.1 One employee in each building who possesses a valid Black Seal shall be designated as the Engineer. Only the Engineer may be assigned to the Engineer Shift in each building at any time.

5.1.2 All employees hired after July 1, 1989, must obtain a Black Seal within one year of hire. The Board shall provide classes for Black Seal for all newly hired employees or employees lacking this certification at no cost to the employee.

5.1.3 In the event that the Engineer is absent, any other employee with a Black Seal may be assigned as the Engineer for the duration of the absence.

5.2 Food Workers shall work 181 days.

5.3 In the event that the Superintendent deems changes in shift assignments to be necessary, volunteers for the changes will be solicited and honored. If there are insufficient volunteers for the changes, involuntary assignments will be made in reverse order of seniority of those possessing the qualifications to perform the work.

5.4 The Superintendent may change the hours of these shifts or implement new shifts with 90 days notice to the Association subject to the following limitations:

5.4.1 A work shift shall consist of the same nine continuous hours for five consecutive days and will include one hour for lunch.

5.4.2 Shifts shall not start before 6:00 A.M. nor end after midnight.

5.4.3 Shift changes must be approved by a majority vote of a Shift Committee. This committee shall consist of two (2) members appointed by the Association and three (3) members appointed by the Board President. This committee shall evaluate the need for a change in the hours of a shift or for new shifts and approve or disapprove the request.

5.5 Only employees hired on or after July 1, 1991, may be assigned to work Saturdays or Sundays as part of their regular work shift.

5.6 No unit member may be scheduled to work alone with the exception of a building Engineer. No unit member may work on weekends without the prior approval of the Superintendent or his designee.

5.7

5.7.1 On days when school is closed due to inclement weather (snow, hurricane, etc.) the work schedule will be as follows:

7:00 a.m. to 11:00 a.m. (Morning and Day Shift)

11:00 a.m. to 3:00 p.m. (Night Shift)

5.7.2 On summer Fridays all shifts will end at 2:00 p.m.

5.7.3 On workdays preceding holidays, when students are dismissed at 1:00 p.m., unit personnel will be dismissed at 2:00 p.m. When no students are in attendance on workdays preceding holidays, unit personnel will work an abbreviated (four hour) workday.

5.8 In every event those employees except as otherwise provided shall enjoy a one hour lunch period, to be scheduled as closely to mid-shift as can be arranged. In the event that an employee cannot enjoy his/her lunch hour, he/she shall be compensated at the rate of time and one half for the lunch hour worked. An employee must have the approval of the Superintendent or his/her designee to work through the lunch hour.

5.9 The Board shall have discretion to make promotions, demotions, school transfers of more than three (3) months and duty changes, provided that this discretion shall not be exercised in an arbitrary or unreasonable manner and that seniority,

qualifications, ability to perform and past performances shall be factors to be considered by the Board in the exercise of its discretion.

5.10 All unit personnel assigned to a particular building shall report to the head Custodian for that building. The head Custodian for a building shall report to the principal of that building. For this purpose, the head Custodian of the Kennedy Stadium shall report to the Hoboken High School principal. Employees assigned district wide shall report to an individual as directed by the Superintendent.

6.0 INSURANCE

6.1 Coverage under the New Jersey State Health Benefits Plan, including but not limited to the hospitalization program, major medical, and Rider "J", shall remain in effect for the life of this agreement for the employees and their dependents at no cost to the employees.

6.2 The Board shall continue to provide full family optical, prescription, dental and prescription plans (\$1.00 co-pay for prescription) with the premiums paid by the Board. In the event employees are not eligible for family coverage, individual coverage will be provided. This coverage will be provided on exactly the same basis as to the instructional staff as of July 1, 1991, unless agreed to in writing by the Association and the Board.

7.0 OVERTIME AND HOLIDAYS

7.1 Overtime shall be distributed as equally as possible among employees with the same classification and within the same school. Overtime will commence after forty hours worked in one week.

7.2 Two-thousand eighty (2080) hours shall be the hourly factor when computing overtime and shall be divided into the annual base salary to get the hourly regular rate.

7.3 Seventeen holidays are defined in Schedule B. An employee assigned to work on one of the days defined in Schedule B shall receive three times their regular hourly rate of pay. As per past practice, when a paid holiday falls on a day when school is in session, unit employees eligible for the holiday will be given an alternate day off.

7.4 Employees working scheduled shifts on municipal election days shall not thereby receive any supplement to their salaries. If the public schools are closed on said day, employees will work abbreviated 5 hour shifts as determined by the Superintendent in consultation with the Association in a manner that ensures full coverage of all polling places located within the public schools.

7.5 Overtime will not be paid for stipended duties.

7.6 Any employee who is requested to and returns to work after his/her regularly scheduled shift during the same day shall be guaranteed a minimum of three hours at the overtime rate. This article shall be construed to protect the employee who completes

his/her regular shift and has gone home and is directed to return to work for an emergency or other reason.

8.0 LEAVES OF ABSENCE

8.1 Employees with less than five (5) years of service shall receive ten (10) days per year of sick leave. Employees with five (5) years and one day of service shall receive fifteen (15) days per year of sick leave.

8.2 All unused sick leave shall be cumulative from year to year.

8.3 A doctor's certificate may be required by the Board in the following cases:

8.3.1 Personal illness of five (5) or more consecutive days.

8.3.2 Sickesses over extended periods of time. In such cases the date the employee is anticipated to return to work should be furnished.

8.3.3 Frequent or patterned absences.

8.4 Sick Leave necessitated because of an accident or illness related to work shall be as set forth under New Jersey Statutes.

8.5 Employees shall be entitled to three (3) personal days per year. Personal days must be taken during the school year and are not cumulative from year to year. No personal days may be taken before or after a holiday without the advance permission of the building principal.

8.6 Bereavement leave shall be seven (7) calendar days, which shall commence with the first absence. This first absence shall be either the day of death of the employee's immediate family member, or the day immediately following the death of the employee's immediate family member. An immediate family member is defined as the sister-in-law, mother-in-law, father-in-law, son-in-law, or daughter-in-law, or other member of the immediate household.

8.7 Any employee who is absent and has no accumulated sick leave shall be docked one full day's pay for each day of absence.

8.8 A record of sick time shall be given to all employees by the Board in January and July.

8.9 An employee who elects to retire under one of the plans for the P.E.R.S./N.J.T.P.A.F. shall be granted the cash value for 50% of all unused accumulated personal illness days. Payments shall be made in one lump-sum payment in the final salary check issued in the retirement year. The maximum sick bank pay-out for employees hired after January 1, 1999, shall be \$15,000.

8.10 In the event of death before retirement, but after ten (10) years of service, the deceased's estate shall receive a lump sum payment specified in paragraph 8.9 above.

8.11 A procedure regarding call-in to the building principals for employee absences will be developed by the parties and made a part of this Agreement.

9.0 SENIORITY

9.1 Seniority is defined as the employee's total length of service with the Board, beginning with his/her original date of hire including per diem time, provided such per diem time was immediately followed by appointment. In the event that two or more employees are hired by the Board on the same day, their seniority shall be based on the order that their names appear in the resolution of appointment.

9.2 Any employee who voluntarily leaves the service of the District for **one (1)** calendar year or more shall forfeit any and all seniority rights that he/she has accrued prior to the date of their being rehired by the Board.

9.3 All vacancies in permanent promotional positions shall be publicized by the Board or its designee who shall set forth the description of and the qualifications for the vacant position including salary where possible. These shall be publicized by posting a notice in each school as far in advance as practical. This will ordinarily be at least fifteen (15) school days before the final date when applications must be submitted and in no case less than ten (10) school days before such date. A copy of said notice shall be given to the Association President at the time of the posting. Employees who desire to apply for such vacancies shall submit their application in writing to the Business Office within the time limit specified in the notice.

9.4 In all cases of layoffs, recalls, shift assignments, and vacation schedules, employees with the greatest amount of seniority to their credit shall be given preference, provided the employee has the ability to do the work assignment involved.

10.0 GRIEVANCE PROCEDURE

10.1 Any grievance or dispute which may arise between the parties pertaining to the application, meaning, or interpretation of this Agreement shall be settled as specified in this section of this Agreement.

10.2 A grievance shall be presented by an employee to the Board Secretary/Business Administrator or the person designated by the Board Secretary/Business Administrator at an informal hearing to be held within ten (10) working days of the occurrence of said grievance or condition or conditions giving rise thereto. A representative of the Association shall be present. A written answer to the grievance shall be made by the Board Secretary/Business Administrator or other person designated by the Board Secretary/Business Administrator within five (5) working days of the hearing's conclusion to the grievant and copies of said answer shall be filed with the Board Secretary's office and delivered to the Association.

10.3 If the grievance is not settled by the above, the Association shall have the right to submit said grievance to the Board within ten (10) calendar days of the decision at the lower level. After the grievance has been submitted to the Board, the Board shall prepare a written answer to said grievance which must be served upon the grievant and the Association no later than seven (7) working days following the submission of said grievance to the Board.

10.4 If the disposition of the matter by the Board is not satisfactory to the grievant, then the Association shall have five (5) working days to proceed to the next step.

10.5 If the grievance is not settled by the procedures specified above, then the Association shall have the right to submit such grievance to arbitration, pursuant to the rules and regulations of the New Jersey Public Employment Relations Commission. The cost of the arbitrator shall be shared equally.

10.6 The Association President, or his/her authorized representative, may report an impending grievance to the Board in an effort to forestall its occurrence, provided however, that the grievance shall be processed if not resolved, pursuant to the various steps of the grievance procedure.

10.7 It is agreed that employees shall, during and notwithstanding the dependency of any grievance, continue to observe all assignments and applicable rules and regulations of the Board.

11.0 VACATIONS

11.1 Vacation with pay shall be granted to employees hired by the Board as specified in Schedule C. Vacations shall be taken at times mutually agreed upon by the employee and the Board.

11.2 Two weeks notice must be given in order to receive vacation pay before leaving for vacation. Two (2) weeks notice must be given to the Superintendent or his/her designee in writing in order to leave for vacation.

11.3 Any employee covered by this Agreement and as part of the vacation allowance specified in Schedule C, may choose to take a winter vacation not to exceed ten (10) work days per year.

12.0 SAFETY AND HEALTH

12.1 The Board shall at all times maintain safe and healthful working conditions and shall provide all tools, devices, and other such things needed in the performance of the employees' duties.

12.2 The employees shall at all times observe and exercise the highest degree of care for their own safety and the safety of all persons in the school system.

12.3

12.3.1 All **custodial** employees covered by this Agreement shall receive a Clothing Allowance of **\$600.00** per year, payable in two installments of **\$300.00** each, due July 15 and January 15 of the school year.

12.3.2 Uniforms must be worn every day. **A proper uniform consists of a light blue shirt with dark blue slacks and work shoes.** Lack of proper uniform will result in the offending individual being sent home with loss of one day's pay. Head Custodians and district administrative staff will be responsible for uniform inspections.

12.3.3 Cafeteria personnel shall receive a clothing allowance of **\$300.00**, payable in two **\$150.00** installments on **July 15** and **January 15** of the school year.

13.0 GENERAL PROVISION

13.1 Should any portion of this Agreement be held unlawful and unenforceable by any Court of competent jurisdiction, the decision of such Court shall apply only to the specified portion of the Agreement affected by such decision, whereupon the parties agree to negotiate a substitute for the individual portion thereof.

14.0 DURATION

14.1 This agreement shall cover the period **July 1, 2002**, through and until **June 30, 2005**.

SCHEDULE A

ENGINEER

	01/02	02/03	03/04	04/05
1	17879	19082	19699	20456
2	18222	19282	19899	20656
3	18649	19482	20099	20856
4	18925	19682	20299	21056
5	19711	20499	20499	21256
6	20631	21456	21456	21456
7	21719	22588	22588	22588
8	23055	23977	23977	23977
9	24474	25453	25453	25453
10	25981	27020	27020	27020
11	27583	28686	28686	28686
12	30334	31547	31547	31547
13	31092	32336	32809	32809
14	32692	34000	34000	34122
15	34145	35511	35511	35511
16	35452	36870	36931	36931
17	36630	38095	38345	38408
18	37689	39197	39619	39879
19	38641	40187	40764	41204
20	39607	41191	41794	42395
21	40486	42105	42839	43466
22	41279	42930	43790	44552
23	41991	43671	44647	45541
24	42631	44336	45417	46433
25	44616	46401	48257	50187

HEAD CUSTODIAN

	01/02	02/03	03/04	04/05
1	21021	22783	23557	24587
2	21378	22983	23757	24787
3	21762	23183	23957	24987
4	22484	23383	24157	25187
5	23420	24357	24357	25387
6	24603	25587	25587	25587
7	25858	26892	26892	26892
8	27194	28282	28282	28282
9	28614	29759	29759	29759
10	30120	31325	31325	31325
11	31722	32991	32991	32991
12	33424	34761	34761	34761
13	35218	36627	36627	36627
14	36831	37836	38092	38092
15	38285	39816	39816	39816
16	39592	41176	41409	41409
17	40769	42400	42823	43065
18	41827	43500	44096	44536
19	42874	44589	45240	45860
20	43850	45604	46373	47050
21	44729	46518	47428	48227
22	45522	47343	48379	49325
23	46234	48083	49237	50314
24	47971	49890	50007	51206
25	48860	50814	52847	54961

CUSTODIAN

	01/02	02/03	03/04	04/05
1	16418	17852	19392	20149
2	16653	18052	19592	20349
3	17330	18252	19792	20549
4	17742	18452	19992	20749
5	19415	20192	20192	20949
6	20336	21149	21149	21149
7	20844	21678	21995	21995
8	22702	23610	23610	23610
9	24119	25084	25084	25084
10	25625	26650	26650	26650
11	27227	28316	28316	28316
12	28929	30086	30086	30086
13	30723	31952	31952	31952
14	32337	33630	33630	33630
15	33790	35142	35142	35142
16	35098	36502	36547	36547
17	36274	37725	37962	38009
18	37333	38826	39234	39480
19	38286	39817	40379	40803
20	39244	40814	41410	41995
21	40124	41729	42446	43067
22	40916	42553	43398	44144
23	41627	43292	44255	45134
24	42268	43959	45024	46025
25	44252	46022	47863	49777

MAINTENANCE

	01/02	02/03	03/04	04/05
1	20864	22430	23187	24218
2	21194	22630	23387	24418
3	21762	22830	23587	24618
4	22144	23030	23787	24818
5	23064	23987	23987	25018
6	24248	25218	25218	25218
7	25504	26524	26524	26524
8	26839	27913	27913	27913
9	28259	29389	29389	29389
10	29766	30957	30957	30957
11	31367	32622	32622	32622
12	33069	34392	34392	34392
13	34863	36258	36258	36258
14	36938	38416	38416	38416
15	37931	39448	39952	39952
16	39237	40806	41026	41550
17	40414	42031	42439	42667
18	41472	43131	43712	44136
19	42509	44209	44856	45460
20	43487	45226	45978	46650
21	44366	46141	47036	47817
22	45158	46964	47986	48917
23	45870	47705	48843	49906
24	47088	48972	49613	50797
25	48495	50435	52452	54550

SECURITY

	01/02	02/03	03/04	04/05
1	16236	17210	18000	18800
2	16778	17785	18243	19080
3	17319	18358	18852	19337
4	17860	18932	19460	19983
5	18401	19505	20067	20627
6	18943	20080	20675	21272
7	19484	20653	21284	21916
8	20296	21514	21892	22561
9	21324	22603	22805	23206
10	22460	23808	23960	24173
11	23543	24956	25236	25397
12	24625	26103	27669	29329

TEACHER AIDE

	01/02	02/03	03/04	04/05
1	8986	9525	9800	10175
2	9310	9869	10097	10388
3	9635	10213	10461	10702
4	9960	10558	10826	11088
5	10284	10901	11191	11475
6	10717	11360	12042	12764

MATRONS

	01/02	02/03	03/04	04/05
1	13530	14342	15000	15500
2	14396	15260	15500	15900
3	14829	15719	16175	16430
4	15262	16178	16662	17146
5	15695	16637	17635	18693

CAFETERIA MANAGER

	01/02	02/03	03/04	04/05
1	23814	25243	25800	26400
2	24896	26390	26757	27348
3	25978	27537	27973	28363
4	26844	28455	30162	31972

COOK

	01/02	02/03	03/04	04/05
1	16886	17899	18400	19000
2	17535	18587	18973	19504
3	18185	19276	19702	20111
4	18618	19735	20919	22174

HANDY MAN

	01/02	02/03	03/04	04/05
1	8876	9409	9600	9850
2	9309	9868	9973	10176
3	9742	10332	10460	10571
4	10175	10786	11433	12119

5 HR GENERAL WORKER

	01/02	02/03	03/04	04/05
1	9092	9638	9850	10100
2	9525	10097	10216	10441
3	9958	10555	10702	10829
4	10391	11014	11675	12376

4 HR GENERAL WORKER

	01/02	02/03	03/04	04/05
1	5953	6310	6500	6700
2	6224	6597	6689	6890
3	6495	6885	6993	7090
4	6765	7171	7601	8057

LONGEVITY

<u>2001-02</u>	<u>2002-03</u>	<u>2003-04</u>	<u>2004-05</u>
10th Year \$ 250	\$ 250	\$ 250	\$ 250
15th Year 1100	1100	1100	1100
20th Year 1500	1500	2500	2500
25th Year 1550	1550	1550	1550

SCHEDULE B

Holidays are defined as follows:

New Year's Eve

New Year's Day

Martin Luther King Day

Lincoln's Birthday

Washington's Birthday

Good Friday

Memorial Day

Independence Day

Labor Day

Columbus Day

Election Day (November Only)

Veteran's Day

Thanksgiving Day

Day after Thanksgiving

Christmas Eve

Christmas Day

One day during NJEA Convention

Note: The above days are those as observed by the District, which may or may not coincide with the legal holiday.

SCHEDULE C

The following allowances of vacation shall apply to employees hired prior to July 1, 1992:

<u>Length of Service</u>	<u>Allowance</u>
Less than six months	1 week
Six months to four years	3 weeks
Five years to nine years	4 weeks
Ten years or more	5 weeks

The following allowances of vacation shall apply to employees hired after July 1, 1992:

<u>Length of Service</u>	<u>Allowance</u>
Less than six months	1 week
Six months to four years	2 weeks
Five years to nine years	3 weeks
Ten years or more	4 weeks

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AGREEMENT

between

The Hoboken Board of Education

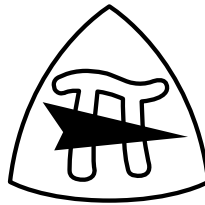
and

The Hoboken School Employees Association

July 1, 2002 through June 30, 2005

HOBOKEN SCHOOL EMPLOYEES ASSOCIATION

HSEA - HCEA - NJEA - NEA



President
Vice-President
Treasurer
Secretary

Dennis Doneman
Gary White
John Gullo
Joe Vitale