

AGREEMENT

BETWEEN

HOLLAND TOWNSHIP CUSTODIANS ASSOCIATION

AND

HOLLAND TOWNSHIP BOARD OF EDUCATION

JULY 1, 1995

TO

JUNE 30, 1998

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## PREAMBLE

This Agreement entered into by and between the Board of Education, Township of Holland, New Jersey, hereinafter called the "Board," and the Custodians Association, hereinafter called the "Association."

WHEREAS, the Board and the Association recognize and declare that providing a quality education for the students of the Holland Township School District is their primary aim and that the character of such education depends in part upon,

WHEREAS, the custodians play a vital part in the successful operation of the school program, and

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1975, to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have reached certain understandings which they desire to confirm in this Agreement, be it

RESOLVED in consideration of the following mutual covenants, it is hereby agreed as follows:

## RECOGNITION

### ARTICLE I

#### A. UNIT

The Board of Education hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all of their respective personnel employed by the Board.

#### B. DEFINITION OF EMPLOYEE

Custodians

Unless otherwise indicated, the term "employee" when used hereinafter in the Agreement shall refer to all employees in the negotiating unit represented by the Association as above defined and references to male employees shall include female employees.

NEGOTIATION PROCEDUREARTICLE II

A. The parties agree to enter into collective negotiations to determine a successor agreement in accordance with N.J.A.C. 19:12-2.1 in a good faith effort to reach agreement concerning the terms and conditions of members' employment. Such negotiations shall begin not later than December 3rd of the calendar year preceding the calendar year in which this agreement expires. Any agreement so negotiated and ratified shall apply to all members as defined in Article I, Recognition, be reduced to writing, and be signed by the authorized representatives of the Board and the Association.

B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The respective negotiating committees for the Association and the Board shall consist of no more than four (4) representatives for any given session. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals, and make counter proposals in the course of negotiations.

1. Should a mutually acceptable amendment to this Agreement be negotiated and ratified by the parties, it shall be reduced to writing and signed by authorized representatives of the Board and the Association.

2. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement with any organization other than the Association for the duration of this Agreement.

3. 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.

GRIEVANCE PROCEDUREARTICLE III

## A. Definition

A grievance is a claim by an employee, a group of employees, or the Association based upon an alleged violation, interpretation or application of this Agreement, policies or administrative decisions affecting the terms and conditions of employment of an employee, a group of employees, or the Association.

B. Purpose

Any individual member of the Association shall have the right to appeal any violation, interpretation or application of this Agreement, policy, and administrative decisions affecting him through administrative channels. With respect to his personal grievances, he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal or designate representatives of the Holland Township Paraprofessional Association or another person of his own choosing currently employed by the Holland Township Board of Education to appear with him or for him at steps one and two. At steps three and four, he may appear with anyone of his own choosing providing a representative of the Association is present.

C. Procedure

1. Any grievant or his representative(s) shall, within seven (7) school days after the occurrence discuss the grievance first with his/her supervisor and then the Business Administrator in an attempt to resolve the matter informally at that level, and having the grievance adjusted without intervention of the Association provided the adjustment is not inconsistent with the terms of this Agreement. It is understood that if a grievance occurs at the termination of the school year, the period allowed shall not exceed ten (10) calendar days.

2. If, as a result of the discussion held at Step one (1), the matter is not resolved to the satisfaction of the grievant, within five (5) school days he shall set forth his complaint in writing to the Superintendent stating the nature of the grievance. Articles and sections of the Agreement or Policies allegedly violated shall also be stated in writing along with the possible remedy. Administrative decisions shall be handled in the same manner when in dispute.

Within two (2) days of the receipt of the letter a meeting will be held at a mutually agreed-upon time between the grievant and/or his official representative(s) and the administration in an attempt to settle the grievance.

The Superintendent shall communicate his decision with reasons, in writing, within three (3) school days after the completion of the meeting. When a grievance occurs at the end of the school year, the periods allowed shall not exceed three (3) calendar days.

3. If the grievance is not resolved to the grievant's satisfaction he may request within fifteen (15) school days, a review by the Board. The request shall be submitted in writing

through the Superintendent to the Board. The Board or a committee thereof shall review the grievance, hold a hearing with the grievant and/or his representative if requested within seven (7) school days and the Board shall render a decision with reasons in writing within fifteen (15) school days of the review or hearing or next Board meeting. If this falls at the termination of the school year the period allowed shall not exceed fifteen (15) calendar days.

4. Any grievance not resolved to the satisfaction of the grievant or grievants in the third step of the grievance procedure may be submitted to arbitration within fifteen (15) calendar days after receipt of the third step answer. The parties will be bound by the rules and procedures of the American Arbitration Association. The only grievances which may be arbitrated are those based upon an allegation that there has been a violation of the terms of this Agreement as it relates to this Article, Section A, with the exception of issues relating to Board policy which shall be excluded from binding arbitration.

5. The arbitrator shall hold hearings promptly and shall issue his decision not later than twenty (20) calendar days from the date of the close of the hearings, or from the date of receipt of final statements or proofs. The arbitrator's decision shall be in writing and shall set forth his finding of fact, reasoning and conclusions only on the issues submitted.

6. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The arbitrator can add nothing to, nor subtract anything from, the Agreement between the parties. His decision shall be final and binding on both parties. No grievant or member of the Association shall have the right to refuse a directive from his/her supervisor or Administration until the grievance has been properly determined.

7. All costs for the services of the arbitrator shall be borne equally by the Board and the Association except a transcript of the hearing shall be borne by the party requesting the transcript.

D. Miscellaneous

1. These meetings and hearings pertaining to the grievance procedure shall be conducted in closed session and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

2. The above time limits on any step may be extended or reduced by mutual agreement in writing.

3. Within the grievance procedure nowhere shall it be interpreted that the Board of Education has relinquished legal prerogatives.

4. The grievant does not have the right to refuse a directive from his/her supervisor or the Administration on the grounds that he has instituted a grievance.

5. In the case of a grievance filed by two or more employees, participation in the arbitration proceedings will be limited to one employee acting as a party in interest, plus his representative.

6. Every effort will be made to hold the arbitration hearings in the school building at a time set by the arbitrator, preferable after school hours.

WORK YEAR

ARTICLE IV

1. The work year for all custodians will be twelve (12) months, starting July 1.

DAILY WORK HOURS

ARTICLE V

1. The work day for custodians shall consist of eight and one-half (8.5) hours, including a 30-minute unpaid lunch period.

OVERTIME

ARTICLE VI

1. For work performed over forty (40) hours per week the employee shall receive one and one-half (1.5) times his/her rate of pay. For all work performed on Sundays the employee shall receive two (2) times his/her rate of pay.

2. For holiday work on the holidays listed in Article VIII the employee shall receive two (2) times their rate of pay for the number of hours worked in addition to their other holiday pay.

3. An employee called in to work outside of his/her regularly scheduled shift shall be guaranteed a minimum of two (2) hours work.

## COMPENSATION

### ARTICLE VII

1. Travel Expenses--Employees on approved Board or school business shall be reimbursed for travel at a rate of 27-cents per mile for 1992-93, 1993-94, and 1994-95.

2. Compensation for Acting Supervisor--An individual who is appointed to the position of acting supervisor, (e.g., acting Supervisor of Maintenance and Custodial Services or ) will be compensated an additional one dollar and seven cents (\$1.07) per hour on a per diem basis for those respective positions effective immediately upon their appointment. After a three (3) week period, the temporary replacement will be compensated an additional \$1.34(\$1.07 + .27) per hour on a per diem basis. After a six-week period, the temporary replacement will be compensated at his/her contractual salary plus 10%, such amount, however, shall not be greater than the rate of the person being replaced. The necessity for such a temporary appointment will be established by the Administration with the approval of the Board. Such temporary appointment will include regularly scheduled vacation.

3. The Board shall reimburse employees for job-related courses at the rate of ninety (90) percent for courses taken at N.J. public institutions and seventy-five (75) percent for courses taken at private institutions, to a maximum of twelve (12) credits or their equivalents per year as determined by and with the prior approval of the Superintendent.

4. The Board shall reimburse employees the cost to renew the Black Seal License.

## BENEFITS

### ARTICLE VIII

1. Vacation--Twelve (12) month employees: one week after six (6) months of employment; two weeks after one full year of employment; three weeks after six (6) full years of employment; four (4) weeks after twelve full years of employment; and five (5) weeks after eighteen (18) full years of employment.

2. Holidays--Twelve (12) month employees: New Year's Day; Friday of Presidents' Weekend; Good Friday, Easter Monday provided school is not in session; Memorial Day; 4th of July' Labor Day; Thanksgiving Day; Day after Thanksgiving; where Christmas Eve falls on a workday and school is not in session, employees shall be given



an paid holiday; Christmas; First working day after Christmas; and the first working day before New Year's Day.

#### SICK LEAVE

#### ARTICLE IX

1. Personal Illness--(a) All 12-month employees covered under this contract who are steadily employed by the Board shall be allowed twelve (12) full days of sick leave with full pay. All days of such minimum sick leave not utilized in that year shall be accumulative to be used for additional sick leave as needed in subsequent years. (b) By October 1st of each year, all employees shall receive written notification of their total number of days of accumulated sick leave. (c) Up to three (3) days of an employee's annual sick leave entitlement may be used for sickness in the employee's immediate household.

2. Retirement Benefit Program--(a) All full-time employees who have accumulated a minimum of fifty (50) unused sick days at the time of retirement from the district and are eligible for pension benefits as defined by Title 18A:66-1 et seq., "Teachers' Pension and Annuity Fund" of "Public Employees Retirement Fund." (b) Each employee shall receive a retirement benefits of \$15 per day accumulated unused sick leave beyond the minimum fifty(50) days. The maximum amount payable per employee shall be \$1900. (c) Retirement benefits payments shall be made in a lump sum by July 1 next following the school year in which the eligible employee terminates. Such payment shall be in addition to such annual salary of the year in which he/she terminates.

#### OTHER LEAVES OF ABSENCE

#### ARTICLE X

All members shall be entitled to the following leaves of absence:

1. Personal days--Three (3) days leave of absence for personal legal business, household or family matters which requires absence during school hours. Application to members' principal or immediate supervisor for personal leave shall be made at least three (3) days before taking such leave (except in the case of emergencies). Any unused personal leave days will be paid in the last pay period of the contract year at the rate of \$25.00/day.

2. Maternity/Paternity Leave--All employees seeking maternity/paternity leave shall notify the Superintendent as soon as pregnancy is determined. Within one month, the employee shall specify, in writing, the date on which he or she intends to commence leave, and the date on which he or she intends to return after the birth, with the maximum leave being eighteen (18) months. Non-tenured employees with less than two (2) years service will be granted a maternity/paternity leave up to the end of their contract year. The Board may require any employee to produce a

certification from a physician to support the requested leave dates. The Board may remove any pregnant employee from her duties if her physical condition or capacity is such that her health would be impaired were she to continue working. Such physical incapacity shall be deemed to exist only if the pregnant employee fails to produce a certification from her physician that she is medically able to continue working.

In case of interrupted pregnancy or stillbirth, the maternity leave of absence may be terminated by the Board at the employee's request, provided the employee's physician certified that she is in good health and capable of performing her required duties. Where an interrupted pregnancy occurs in the case of an employee who has not taken a leave of absence because she is unaware of her pregnancy, the employee will ask for a leave of absence and return when her physician certified that she is in good health and is capable of performing her required duties.

Adoption--Any employee adopting a pre-school age child shall receive similar leave which shall commence upon his/her receiving de facto custody of said child or earlier if necessary to fulfill the requirements of the adoption.

Substituting--No employee on maternity/paternity leave shall, on the basis of said leave, be denied the opportunity to substitute in the area of his or her certification or competence, providing (in the case of a female) the attending physician certifies she is capable of performing her required duties.

Return from Maternity Leave-- Employees returning from maternity leave shall do so at the beginning of the beginning of the year or at the beginning of the 3rd Quarter. It is understood that these time limits may extend the leave to coincide with the natural break. If he/she so desires, he/she shall be given the assignment and position he/she held prior to the maternity/paternity leave with the approval of the Superintendent.

3. Funeral Leave--Five (5) days absence with pay will be allowed in one school year for the death in the immediate family. This allowance cannot be accumulated from year to year. Immediate family means: husband, wife, child, father and mother, brothers and sister, grandfather, grandmother and grandchild, father-in-law, mother-in-law, and any other person who has lived in the home of the employee for a considerable length of time preceding death.

4. Quarantine--An employee is expected to remove himself from contagion. Should an employee be absent because of quarantine by the Board of Health, no deduction in pay or sick leave shall be made.

5. Court--An employee who is called for jury duty or is requested by law to attend court sessions as a properly subpoenaed witness or on behalf of Federal, State, County, or Municipal

agencies, except in actions against the Board initiated by the Association or members of the Association, shall be allowed such absences without loss of pay. Any reimbursement from the courts, excluding expenses for the above duty, will be paid to the Board Secretary/Business Administrator.

6. Other leaves of absence with pay may be granted by the Superintendent in writing with the Association's knowledge.

BENEFITS: All benefits to which an employee was entitled at the time his leave of absence commenced, including unused sick leave, will be in effect upon his return.

### INSURANCE PROTECTION

#### ARTICLE XI

The Board shall provide the health care insurance protection designated below. The Board shall pay the full premium for each full time, eligible employee and in cases where appropriate, for family-plan coverage. Provisions of the health-care insurance program shall be as follows:

The Principal Financial Group  
Morris Corporation Center III, Bldg. C  
400 Interpace Parkway  
Parsippany, New Jersey 07054  
(201) 299-9111  
Group # N75511

Comprehensive Medical Insurance including:

Medical  
Vision  
Term Life  
Accidental Death and Dismemberment  
Long Term Disability  
Prescription Drug

Dental Plan - Year 2 and 3 single coverage paid for by the Board, with an optional family coverage 100% paid for by the covered employee.

### EMPLOYEE RIGHTS AND PRIVILEGES

#### ARTICLE XII

1. Pursuant to Chapter 123, Public Laws 1975, 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.

2. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New

Jersey School laws or other applicable laws and regulations.

3. Whenever any employee is mutually scheduled by the parties to participate during working hours in negotiating, grievance proceedings, conferences or meetings, he shall suffer no loss in pay.

4. No employee shall be disciplined, reprimanded, reduced in rank or compensation, or deprived of any or all employee rights and/or association rights and privileges, as defined in this Agreement, without just cause.

5. Assaults by a pupil upon an employee of the Board shall be handled as prescribed in N.J.S.A. 18A:37-2.1.

6. The Board agrees that Association members are covered under its non-owned automobile--additional insured endorsement AUD 502--subject to the applicable limits of liability, exclusions, conditions and other terms of the policy and to the following additional provisions; (1) The "person insured" provision as amended to include as insured an employee of the Board, but only while acting in the performance of and within the scope of his duties as such. (2) The "non-owned automobile" as amended to include an automobile owned by any person who is an additional insured provided that at the time of the occurrence, (a) such automobile is being used in the business of the Board, and (b) such use is either by such owner or by any other person whose actual operation or (if he is not operating) whose other actual operation thereof is with such owner's permission.

#### ASSOCIATION RIGHTS AND PRIVILEGES

##### ARTICLE XIII

The Association and its representatives may have the right to use school buildings at all reasonable hours for meetings upon approval of the Administration provided such use does not interfere with normal operations.

#### BOARD RIGHTS

##### ARTICLE XIV

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations:

- a. to direct employees of the school district;
- b. to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote,

discharge, or take other disciplinary action against employees;  
 c. to relieve employees from duty because of lack of work or for other legitimate reasons;  
 d. to maintain efficiency of the school district operations entrusted to them;  
 e. to determine the methods, means and personnel by which such operations are to be conducted, and  
 f. to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

### MISCELLANEOUS PROVISIONS

#### ARTICLE XV

1. The Board shall carry out the commitments contained in this Agreement and give them full force and effect as apart of Board Policy.

2. Compliance between individual contract and master Agreement; 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, during its duration shall be controlling.

3. Participation by any member of the negotiating unit in a strike, job action, work slowdown, or any concerted activity which does or has the potential for interfering with normal school district operation and administration, or a refusal to perform duties, shall be just cause for disciplinary action.

4. No lock-out of employees shall be instituted by the Board. The Association agrees that neither it nor its officers, employees, or members shall engage in, encourage, sanction, support or suggest any strikes, work stoppages, boycotts, slowdowns, mass resignations, mass absenteeism, picketing, or any other similar actions, which would involve suspension of, or interference with the normal operations of the school and work of the Board. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities may be disciplined by the Board.

#### 5. Fully Negotiated Provisions

This Agreement represents and incorporates the complete and final understanding and settlement of the parties of all negotiated issues for the term of this Agreement. During the term of this Agreement, neither party will 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 signed this Agreement.

6. Placement on Salary Schedule

Each employee shall be placed on his proper step on the salary schedule as of July 1. Any employee employed prior to January 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.

7. Resignations

An employee who is resigning shall give two (2) weeks notice.

8. Notification of Contract and Salary

Employees shall be notified of their contract and salary status for the ensuing year no later than June 1.

9. Non-Discrimination, N.J.S.A. 10:5-1 et seq.

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 members or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

LAW

ARTICLE XVI

Separability--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 application shall continue in full force and effect.

REPRESENTATION FEE IN LIEU OF DUES FOR NON-MEMBER EMPLOYEES  
ARTICLE XVII

A. Purpose of Fee

If any employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, such employee shall be required to pay a

representation fee to the Association for that membership year. It is understood that representation fees under this Article shall be deducted prospectively only, beginning on the date of the signing of this Agreement. The purpose of this fee is to offset the employee's per capita cost of services rendered by the Association as majority representative, not for any Association activities or causes of a partisan political or ideological nature only incidentally related to the terms and conditions of employment or applied toward the cost of any other benefits available only to members of the majority representative.

B. Amount of Fee

Prior to the beginning of each membership year, the Association shall notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee shall not exceed 85% of that amount.

C. Deduction and Payment of Fees

Once during each membership year covered in whole or in part by this Agreement, the Association shall submit to the Board a list of those employees who have not become members of the Association for the current membership year. The Board shall deduct from the salaries of such employees the full amount of the representation fee in lieu of dues and shall transmit same to the Association. Such deductions shall be made on or after, but in no case sooner, than the thirtieth (30th) day following the employee's employment in the bargaining unit and on or after, but in no case sooner, than the tenth (10th) day following re-entry into the bargaining unit for employees who previously served in a position included in the bargaining unit who continued in the employ of the Board in a position outside the bargaining unit and individuals being reemployed in such unit from reemployment lists.

No representation fee deduction shall be made by the Board unless the Association first establishes a demand and return system which provides pro rata returns as described in N.J.S.A.34:13A-5,5c. The demand and return system shall include a provision by which persons who pay a representation fee in lieu of dues may obtain review of the amount returned through full and fair proceedings placing the burden of proof on the Association. If this demand and return system is not established or maintained during the life of this Agreement, then the Board shall not make the representation fee deductions. The Association agrees to make non-members aware of their legal rights of appeal and of the procedures available for such an appeal.

The Association shall indemnify and hold harmless the Board against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and

other legal costs and expenses, that may arise out of, or by reason of any action taken or not taken by the Board in conformity with this Article.

DURATION OF AGREEMENT

ARTICLE XVIII

This Agreement shall be effective as of July 1, 1995 and shall continue in effect until June 30, 1998, 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.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries and chief negotiators, and their corporate seals to be placed hereon, all on the day and year first above written.

By: <u><i>Kenneth W. Fugyter</i></u>	<u><i>James M. Albrecht</i></u>
President	President
CUSTODIANS ASSOCIATION	HOLLAND TOWNSHIP BOARD OF EDUCATION

<u><i>Kenneth W. Fugyter</i></u>	<u><i>James M. Albrecht</i></u>
Chief Negotiator	Chief Negotiator
CUSTODIANS ASSOCIATION	HOLLAND TOWNSHIP BOARD OF EDUCATION

<u><i>Harold Harrison Jr.</i></u>	<u><i>Donna Mc Cattin</i></u>
Secretary	Board Sec.
CUSTODIANS ASSOCIATION	HOLLAND TOWNSHIP BOARD OF EDUCATION

Dated: October 10, 1995



## CUSTODIANS SALARY GUIDES

<u>CUSTODIANS</u>	<u>1995-96</u>	<u>1996-97</u>	<u>1997-98</u>
Step 1	17,120	17,120	17,120
Step 2	18,490	18,490	18,490
Step 3	19,549	19,549	19,549
Step 4	20,609	20,609	20,609
Step 5	21,668	21,668	21,668
Step 6	22,728	22,728	22,728
Step 7	23,787	23,787	23,787
Step 8	24,846	24,846	24,846
Step 9	25,906	25,906	25,906
Step 10	26,965	26,965	26,965
OFF	29,090	*	*

Eligible, full-time custodians shall receive a 4% Second Shift differential over their base earnings.

\*Off Guide for 95/96, 96/97 and 97/98 is a raise of between 3% - 5%. 3% is a minimum - 5% is a maximum raise for these three periods. These % are based on the consumer price index for the region closest to Holland School.

Longevity

Only full-time employment shall count toward eligibility for longevity increases. The following amounts shall be added to the top step of the respective salary guide at the beginning of each appropriate year:

	<u>15-19 Years</u>	<u>20-24 Years</u>	<u>25+Years</u>
Twelve Month Employees	\$325	\$425	\$600
Ten Month Employees	225	325	500