

FULL TIME CUSTODIANS

ARTICLE I

RECOGNITION

2004 - 2007

A. UNIT

The Board hereby recognizes the Education Association of South Hackensack as the exclusive representative for collective negotiation concerning grievances and terms and conditions of employment for all 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 (5) days per week plus one-half ($\frac{1}{2}$) hour for lunch.
2. The full time custodian who checks the school during weekends and holidays will work a seven and one-half ($7 \frac{1}{2}$) hour day plus one-half ($\frac{1}{2}$) 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 overtime pay for the first two and one-half ($2 \frac{1}{2}$) hours.
3. The full time custodian who works the night shift will work seven and one-half ($7 \frac{1}{2}$) hours per day, plus one-half ($\frac{1}{2}$) hour for lunch.
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 (8) hours per day, five (5) days per week, plus one-half ($\frac{1}{2}$) 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 ($7 \frac{1}{2}$) hour day plus one-half ($\frac{1}{2}$) hour for lunch.

C. OVERTIME

1. If a custodian is called in before the start of his normal shift, he shall be paid time and one-half for time spent until the start of the normal shift. 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. If custodian is required to return within the original four (4) hours, no additional overtime shall be paid.
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. The custodians will receive time and one-half per hour, for time worked over their forty (40) hours.
4. Time worked on a holiday shall be compensated at double time.

ARTICLE V

REPRESENTATION FEE

Commencing July 1, 2004, the parties agree that a representation fee shall be withheld by the Board and be remitted to the majority representative to the extent provided in N.J.S.A. 34:13A-5.5 and any other statute, rule or precedent that may be applicable.

ARTICLE VI

INSURANCE PROTECTION

A. FULL HEALTHCARE COVERAGE

The Board shall pay the premium rate for each custodian including family-plan coverage under the New Jersey State Health Benefits Program or equivalent. Must be employed thirty (30) hours or more per week to receive benefits.

B. DENTAL COVERAGE

The Board shall pay the premium rate for each full time custodian including family-plan coverage under the Delta Dental Plan of New Jersey, Inc. or equivalent. Must be employed thirty (30) hours or more per week to receive benefits.

ARTICLE VII

PAYMENTS TO BANK

A custodian may have a percentage of salary deducted and deposited each pay period from July to June. These deductions will be deposited in the bank account of the individual custodian at an FDIC insured bank utilized by the school district and/or the Central Bergen Federal Credit Union.

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 (4) days accumulated. Compensation will be the daily rate of pay the subject employee earns under the current contract at the time of so leaving.

Current employees shall be eligible for this benefit after ten (10) years of service. There shall be a maximum of fifty (50) days payable over two (2) years with a minimum of up to twenty-five (25) days in any one (1) year. Employees hired after April 1, 2001, shall not be eligible until completion of fifteen (15) years of service in the District.

Part-time custodians shall have this benefit, pro rata.

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

Any employee under this contract who is eligible for retirement benefits under the Public Employees Retirement System will be allowed to accumulate up to one hundred (100) days of sick pay for the purpose of pay out at retirement at fifty percent (50%) of the employees then per diem rate payable over three (3) years with a minimum of twenty-five (25) days payable in any one (1) year.

Any custodian who should die after retirement, but before receiving payment under this Article, is deemed to have authorized the Board to pay that amount to his/her estate or designated beneficiary.

Employees hired on or before April 1, 2001 shall be eligible for this benefit after ten (10) years of service. Employees hired after April 1, 2001, shall not be eligible until completion of fifteen (15) years of service in the District.

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. Additionally, the Board shall provide three (3) T-shirts and two (2) light pants for warm weather wear. Custodians shall wear custodial uniforms while on duty.

Upon verification by the Chief School Administrator or Board Secretary, one (1) pair of steel toe safety shoes, not exceeding \$100.00, will be received per year.

A coat will be received when necessary.

Any person commencing employment after March 1 of any contract year shall receive this benefit, but shall not again receive it during the following contract year.

ARTICLE XI

Each employee will be entitled to three (3) personal days without loss of pay per year.

An advanced notification of one (1) week must be given. Under an abnormal or emergency situation, personal time will be given with notification of the Chief School Administrator. Not more than one custodian shall be on a personal day at one time.

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, brother-in-law, sister-in-law or spouse.

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 twenty-five (25) school days of its occurrence.
2. A complaint by a non-tenured employee concerning his not being re-employed 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.
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.

ARTICLE XIII

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 twenty-five (25) school days of the occurrence, present the grievance in writing to the Chief School Administrator.

This document shall include:

- A. The nature of the Grievance and date occurred.
 - B. The specific section or sections of this Agreement, Board Policy or administrative decision alleged to have been violated, misinterpreted or misapplied.
 - C. The results of the previous discussions.
 - D. The employees' dissatisfaction with the decision previously rendered.
 - E. The specific relief sought.
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 thirty (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. Failure of the Chief School Administrator to render a decision shall be deemed a denial by the Chief School Administrator of the grievance.
 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 thirty-five (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 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 5 years employment.

4 weeks after 10 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

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 25 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.

If required by the administration, custodians will work on holidays designated in this article, with appropriate premium compensation as provided in Article IV C.

ARTICLE XVI

SALARIES

2004 - 2005

1. \$32,711
2. \$34,574
3. \$36,437
4. \$38,300
5. \$40,163
6. \$42,025

2005 - 2006

1. \$34,711
2. \$36,574
3. \$38,437
4. \$40,300
5. \$42,163
6. \$44,025

2006 - 2007

1. \$36,711
2. \$38,574
3. \$40,437
4. \$42,300
5. \$44,163
6. \$46,025

Annually, the Chief School Administrator shall designate a head custodian from the custodial staff and assign appropriate duties to that custodian. The Board will pay an annual stipend of \$2,500 paid in 24 equal payments to that custodian on account of those additional responsibilities and duties. The head custodian will also receive an auto stipend of \$2,000 per year paid in 24 equal payments. Custodians who may perform those duties occasionally as substitute for the designated head custodian shall not receive prorated stipends.

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>
2004 - 2007	\$700.00	\$1,050.00

ARTICLE XVII

All custodians initially employed by the South Hackensack Board of Education on or after July 1, 1993, shall not be tenured except as provided in N.J.S.A. 18A:17-3.

DURATION OF AGREEMENT

A. DURATION PERIOD

This Agreement shall be effective as of July 1, 2004, and shall continue in effect, until June 30, 2007, subject to the Associations' 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 _____
President

BY _____
President

BY _____
Secretary

BY _____
Christopher Moore, Secretary

Date _____

Date _____