

AGREEMENT BETWEEN HOBOKEN BOARD OF EDUCATION

**AND
LIBRARY
THE HOBOKEN SCHOOL EMPLOYEES ASSOCIATION**

JUL 1999

1.0 PREAMBLE

RUTGERS UNIVERSITY

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, 1991 until June 30, 1994.

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 p.m., there will be a differential of \$ 125 per hour after 4 p. m. per year pro rated for days actually worked. This differential shall not apply to the regular night shift employees.

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.

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. 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 three (3) regular work shifts and three special work shift 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)

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)

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 Skilled Laborers will be assigned to work the morning shift (7 a.m. to 4 p.m.).

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 and/or Sundays as part of their regular work shift.

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

5.7 On days when school is closed due to inclement weather (snow, hurricane, etc.) 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)

On workdays preceding a holiday the day shift shall be from 7:00 a.m. until 11:00 a.m. The night shift shall be from 11:00 a.m. until 3:00 p.m.

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 members of the Association 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 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.

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 For the first eight hours of work on a Saturday or Sunday outside of a regular shift for a Hoboken public school system event, or for work on a Saturday for an event for the children of the City of Hoboken, an employee shall receive his/her regular rate of pay for each hour worked. For all other work on a Saturday or Sunday, or for hours worked in excess of 8 on a Saturday or Sunday, an employee shall receive one and one half his/her hourly rate of pay for each hour worked.

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 (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.

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 employee's spouse, child, parent, grandparent, grandchild, brother, sister, brother-in-law, 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. For those employees retiring between the day of ratification of this contract and June 30, 1992, the cash value shall be based upon 1/240 of the annual base salary at the time of retirement for each unused personal illness day, after the 50% factor has been applied. For those employees retiring between July 1, 1992 and June 30, 1993, the cash value shall be the lesser of 1/240 of the annual base salary at the time of retirement or \$ 140.00 for each unused personal illness day, after the 50% factor has been applied. For those employees retiring between July 1, 1993 and June 30, 1994, the cash value shall be the lesser of 1/240 of the annual base salary at the time of retirement or \$ 120.00 for each unused personal illness day, after the 50% factor has been applied. Payment shall be made in one lump-sum payment in the final salary check issued in the retirement year.

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.

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 two calendar years 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 given 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 All employees covered by this Agreement shall receive a Clothing Allowance of \$ 500.00 per year, payable in two installments of \$ 250.00 each, due July 15 and January 15 of the school year. Uniforms must be worn everyday. 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.

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, 1991 through and until June 30, 1994.

Hoboken Board of Education

Hoboken School Employees Association

Jonathan R. Gordon, President

Dennis Doneman, President

Schedule A

Salary Guide
1991 - 1992

Step	Custodian	Head Custodian	Engineer	Skilled Laborer
1	\$16,415	\$19,800	\$16,665	\$19,500
2	17,193	20,800	17,443	20,500
3	18,063	21,863	18,363	21,563
4	19,191	22,991	19,491	22,691
5	20,391	24,191	20,691	23,891
6	21,665	25,465	21,965	25,165
7	23,019	26,819	23,319	26,519
8	24,458	28,258	25,646	27,958
9	25,974	29,774	26,274	29,474
10	27,339	31,139	27,639	31,229
11	28,568	32,368	28,868	32,068
12	29,673	33,473	29,973	33,173
13	30,668	34,468	30,968	34,168
14	31,563	35,363	31,863	35,063
15	32,369	36,169	32,669	35,869
16	33,095	36,895	33,395	36,595
17	33,747	37,547	34,047	37,247
18	34,335	38,135	34,635	37,835
19	34,863	38,663	35,163	38,363
20	35,339	39,139	35,639	38,839
21	35,768	39,568	36,068	39,268
22	36,153	39,953	36,453	39,653
23	36,500	40,300	36,800	40,000
24	36,500	40,300	36,800	40,000
25	36,500	40,300	36,800	40,000
26	36,500	40,300	36,800	40,000
27	36,500	40,300	36,800	40,000
28	36,500	40,300	36,800	40,000
29	36,500	40,300	36,800	40,000
30	36,500	40,300	36,800	40,000
31	36,500	40,300	36,800	40,000
32	36,500	40,300	36,800	40,000
33	36,500	40,300	36,800	40,000
34	36,500	40,300	36,800	40,000

Schedule A
Salary Guide
1992 - 1993

Step -----	Custodian -----	Head Custodian -----	Engineer -----	Skilled Laborer -----
1	\$15,000	\$19,010	\$16,000	\$18,722
2	16,415	19,800	16,665	19,500
3	17,193	20,800	17,443	20,500
4	18,063	21,863	18,363	21,563
5	19,191	22,991	19,491	22,691
6	20,391	24,191	20,691	23,891
7	21,665	25,465	21,965	25,165
8	23,019	26,819	23,319	26,519
9	24,458	28,258	25,646	27,958
10	25,974	29,774	26,274	29,474
11	27,339	31,139	27,639	31,229
12	28,568	32,368	28,868	32,068
13	29,673	33,473	29,973	33,173
14	30,668	34,468	30,968	34,168
15	31,563	35,363	31,863	35,063
16	32,369	36,169	32,669	35,869
17	33,095	36,895	33,395	36,595
18	33,747	37,547	34,047	37,247
19	34,335	38,135	34,635	37,835
20	34,863	38,663	35,163	38,363
21	35,339	39,139	35,639	38,839
22	35,768	39,568	36,068	39,268
23	36,153	39,953	36,453	39,653
24	36,500	40,300	36,800	40,000
25	36,500	40,300	36,800	40,000
26	36,500	40,300	36,800	40,000
27	36,500	40,300	36,800	40,000
28	36,500	40,300	36,800	40,000
29	36,500	40,300	36,800	40,000
30	36,500	40,300	36,800	40,000
31	36,500	40,300	36,800	40,000
32	36,500	40,300	36,800	40,000
33	36,500	40,300	36,800	40,000
34	36,500	40,300	36,800	40,000

Schedule A
Salary Guide
1993 - 1994

<u>Step</u>	<u>Custodian</u>	<u>Head Custodian</u>	<u>Engineer</u>	<u>Skilled Laborer</u>
1	\$14,360	\$18,250	\$15,360	\$17,973
2	15,450	19,580	16,480	19,284
3	16,907	20,394	17,165	20,085
4	17,709	21,424	17,966	21,115
5	18,604	22,518	18,913	22,209
6	19,767	23,681	20,076	23,372
7	21,003	24,917	21,312	24,608
8	22,315	26,229	22,624	25,920
9	23,710	27,624	24,019	27,315
10	25,192	29,106	26,415	28,797
11	26,754	30,668	27,063	30,359
12	28,159	32,073	28,468	32,166
13	29,425	33,339	29,734	33,030
14	30,563	34,477	30,872	34,168
15	31,588	35,502	31,897	35,193
16	32,510	36,424	32,819	36,115
17	33,340	37,254	33,649	36,945
18	34,087	38,001	34,396	37,692
19	34,760	38,674	35,069	38,365
20	35,365	39,279	35,674	38,970
21	35,909	39,823	36,218	39,514
22	36,400	40,314	36,709	40,005
23	36,841	40,755	37,150	40,446
24	37,238	41,152	37,547	40,843
25	37,595	41,509	37,904	41,200
26	37,595	41,509	37,904	41,200
27	37,595	41,509	37,904	41,200
28	37,595	41,509	37,904	41,200
29	37,595	41,509	37,904	41,200
30	37,595	41,509	37,904	41,200
31	37,595	41,509	37,904	41,200
32	37,595	41,509	37,904	41,200
33	37,595	41,509	37,904	41,200
34	37,595	41,509	37,904	41,200

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