

**AGREEMENT**  
**BETWEEN**  
**THE FRANKLIN BOARD OF EDUCATION**  
**AND**  
**THE FRANKLIN CUSTODIAL ASSOCIATION**  
**JULY 1, 2006- JUNE 30, 2009**

THIS AGREEMENT, entered into this 22th day of May, 2006 by and between the Board of Education of the Borough of Franklin, hereinafter called the "Board," and the Franklin Custodial Association, an unincorporated association, hereinafter called the "Association"

WITNESS, THAT WHEREAS, the majority of the custodial staff of the Franklin Elementary School system has designated the Franklin Custodial Association as their representative for the purpose of collective negotiations in accordance with and pursuant to the provisions of N.J.S.A. 34:13A-513 and;

WHEREAS, the Association and the Board have reached certain understanding which they desire to confirm in this Agreement pursuant to Chapter 303 of the Public Laws of 1968.

IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

1. All regular full-time custodial personnel paid on a 12-month basis shall be covered under this contract concerning grievance terms and conditions of employment. This condition, however, shall exclude the head custodian and other administrative personnel.
2. All full-time custodial employees are regular employees of the Board of Education of the Borough of Franklin.
3. This Agreement shall be the sole employment contract between the Board and the Association.
4. This Agreement represents a three year term and shall continue in effect from July 1, 2003 through June 30, 2006.

#### SECTION I

SALARIES - See Salary Guide (Attachment A)

- A. The starting salary of a new custodian shall be at the direction of the Board, but shall not exceed the present salary of those custodians employed by the Board.
- B. The designated custodian who will assume supervisory responsibilities in the absence of the head custodian will receive a \$1,200 per annum stipend.\* The administration will designate this individual annually. \*See Attachment A.
- C. A \$400 stipend will be given to the custodians working the afternoon shift for each year of this contract.
- D. \$450.00 stipend in the first year, a \$475 stipend in the second year and a \$500 stipend in the third year of this contract will be paid in each year of the contract for a custodial employee with a registered Boiler's License. License must be displayed on a designated wall in the school's boiler room.
- E. A \$600.00 stipend in the first year and a \$650 stipend in the second and third year of this contract will be paid one person on the afternoon shift. This person shall be designated as the "Night Foreman." Responsibilities of the Night Foreman, in addition to his/her regular work, will include supervision of the afternoon shift, building security, issuing of supplies needed on afternoon shift and giving assistance to outside functions using the school at night.
- F. All stipends shall be prorated, based upon a twelve month fiscal period, for changes in the custodial staffing pattern, or scheduling or the attainment of a boiler's license.
- G. When a pay day falls on a custodian's vacation, and if the custodian wishes to be paid on the Friday before the start of the vacation, this will be accomplished if the custodian notifies the Business Administrator/Board Secretary in writing prior to the first of the month in which the vacation falls.

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- H. Expense for attainment of CL License (enabling a custodian to drive a school bus) will be paid by the Board of Education upon the Board of Education's request to obtain said license.

OVERTIME

- A. Employees are assigned to one of two shifts morning or afternoon. Flexible hours per employee as determined by the Superintendent or his/her designee will be assigned to accommodate facility and/or programmatic needs with regard to beginning and end of shift times. A shift is 8 hours inclusive of lunch.
- B. Overtime shall be paid at the rate of time and one-half the employee's normal hourly rate, except on Sundays and Holidays, the rate of pay shall be double time for a non-school function.
- C. Overtime will be paid on a monthly basis and by separate paycheck.
- D. Any employee who is called in to work overtime because of a non-school function or activity shall be guaranteed a minimum of four hours at the double time rate. A non-school function or activity shall be defined as any function or activity not under the supervision and jurisdiction of the Board. (The attached memorandum 2/3/98 is an exception to this clause. This memorandum will sunset and cease July 1, 2007. When an employee is required to be present for the church session on Sundays, he/she will perform the boiler check at that time and receive compensation for non-school function as cited above. He/she will not receive boiler check compensation as listed in paragraph F below on said Sundays.)
- E. Any custodian who is called in to work because of an emergency will be guaranteed a minimum of four hours at the time and a half rate.
- F. Weekend boiler checks will be made during the heating months by custodians at the rate of three hours per day paid at time and one-half the employee's normal hourly rate. Any boiler checks made on holidays will be paid the same as weekends. Weekend boiler checks will be scheduled on a rotating basis.
- G. Any custodian who responds to an alarm after hours will be paid \$60 per call out. A priority list will be assigned by the head custodian in part based on response time.

SENIORITY

- A. In the event of a reduction in force, custodians shall be laid off in accordance with their seniority; i.e., length of service as custodian with the Board providing each has satisfactory written evaluations for the past three (3) consecutive years.

**SECTION II**

HOLIDAYS

- A. In addition to the annual vacation, the following will be paid holidays for all full-time employees:

- |                           |   |
|---------------------------|---|
| 1. New Year's Day         | 8. Christmas Eve  |
| 2. Good Friday            | 9. Christmas Day  |
| 3. Memorial Day           | 10. New Year's Eve  |
| 4. July Fourth            | 11. Three (3) floating holidays   |
| 5. Labor Day              | 12. Monday or Friday of Mid-winter vacation, first choice by seniority. |
| 6. Thanksgiving Day       |   |
| 7. Day after Thanksgiving |   |

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... FOR A TOTAL OF 14 HOLIDAYS

If any of the above mentioned holidays falls on a Saturday, the Friday before shall be considered a the paid legal holiday. If any of the above mentioned holidays falls on a Sunday, the Monday following shall be considered as the paid holiday.

In the event holidays cannot be taken in a given year, up to ten (10) days (holiday and vacation days combined)\* will be bought back at the per diem rate (1/240 annual salary). This payment will be made in the June supplemental payroll.

- B. Any of the above days (Section II-A) when students are required to attend school (student day) shall not be considered a holiday where extra pay is given. However, this day may be taken as an additional floater at a later date, approved by the head custodian.
- C. Floating holidays are subject to approval by the head custodian and such approval shall not be arbitrarily withheld.

\* Note: No more than ten (10) days (holiday and vacation days combined) will be bought back.

VACATION

- A. The vacation schedule of employees shall be as follows:
  - 1. Two weeks vacation per annum beginning with the first year of employment, but not before a four-month probationary period is completed. The first vacation period is prorated from the date of hire to the end of the fiscal year.
  - 2. Three weeks vacation per annum after six (6) years of employment.
  - 3. Four weeks vacation per annum after twelve (12) years of employment.
- B. Vacation schedules are subject to approval of the head custodian. No more than two (2) custodians are permitted to use vacation days at the same time. An employee wishing to utilize this vacation time shall apply to the head custodian at least two weeks prior to the beginning of such vacation.
- C. Typically, no employee scheduled for vacation during the school calendar year shall be subject to emergency service during that period. If, however, the emergency is extreme, said employee may be subject to service at the discretion of the head custodian.
- D. Vacation schedules are first choice by seniority.
- E. In the event all vacation days cannot be taken in a given year, up to ten (10) unused days (holiday and vacation days combined)\* may be bought back at the per diem rate (1/240th annual salary). This payment will be made in the June supplemental payroll.

\* Note: No more than ten (10) days (holiday and vacation days combined) will be bought back.

**SECTION II**

**I**

BENEFITS

- A. The Board shall provide health care insurance protection as provided to teachers in the FEA negotiated contract.
- B. The Board of Education will provide a family Prescription Plan per State Health Benefits Plan for all employees working the number of hours per week required for eligibility. Any employee hired after

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July 1, 1997 will not receive this prescription benefit.

C. The Board will furnish uniforms as follows:

- 5 shirts and 5 pairs pants every year
- 1 winter jacket every 4th year (if needed)
- 1 spring jacket every 4th year (if needed)
- A yearly stipend of \$120 for work shoes to be paid in July in each contract year

D. Upon retirement, each employee shall be entitled to reimbursement money in the amount of \$20 for each day of unused sick leave which has been accumulated by the employee during his/her employment.

E. If an employee furthers his/her education in a job-related school, the Board will pay full tuition cost for such schooling, including books. If the Board pays for books, they shall remain the property of the Board at such time as the employee leaves or is terminated. All courses taken by custodial employees require the approval of the Superintendent.

F. Lunch hours and breaks will be as follows:

Day custodians are entitled to one-half hour lunch and custodians on the afternoon shift will have a one-half hour lunch period.

Each custodian shall be entitled to two 10-minute breaks per shift--one to be taken the first half of the shift and one to be taken the second half of the shift.

## SECTION IV

### ABSENCE

A. Any employee who may have cause to be absent from work must give notice to the head custodian or his/her designee the night before such absence or not later than one hour before his/her starting time. Failure to comply with the above shall cause forfeit of payment of one full day's salary.

1. Sick leave is defined as absence from post of duty because of personal disability due to illness or injury, or because of exclusion from school by the medical authorities due to a contagious disease or being quarantined for such a disease in the immediate household.
2. Absence for personal illness shall be allowed and shall include full pay for twelve working days in any one year. If fewer than the permitted number of days of sick leave are taken in any one year, the number of days not utilized shall be cumulative.
3. In case of illness extending beyond the employee's sick leave credit, the deductions will be made on the basis of 1/20 per day of the monthly base salary.
4. In all absences where sick leave exceeds five consecutive school days, the employee may be required to file a physician's certificate with the school superintendent.

B. Absence due to death in the employee's family

1. Absence due to a death in the employee's immediate family or household shall be allowed with pay for the required period not to exceed five school days per occurrence.
2. The term "immediate family" shall include wife, husband, children, mother, father, mother-in-law, father-in-law, sister, brother, grandchild.

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3. Absence due to death of the employees grandparents shall be allowed to two (2) days.
4. Absence due to a death in the employee's non-immediate family shall be allowed with pay, to attend the day of the funeral or the bereavement service. This bereavement benefit shall not exceed three (3) occurrences per year.
5. All absences due to death of family (immediate and non-immediate) shall be taken within fourteen (14) calendars days of the death.

### C. Personal Leave

1. Three days leave will be granted without loss of pay for legal business, household or family matters which require absence during working hours.
2. All days of personal leave which are not used during a given year may be added to the employee's sick leave at the end of the year and accumulate as sick leave.
3. Absence for the purpose of marriage or to attend the wedding of friends or relatives may be allowed without pay upon the approval of the superintendent.
4. Absence from work by reason of a subpoena shall be allowed with pay, provided that the subpoena is filed with the superintendent.
5. Any employee serving on jury duty will receive full pay. Any money received by the employee for jury duty from the court/state will be submitted to the school.

## SECTION V

### GRIEVANCE PROCEDURES

The Board of Education of the Borough of Franklin, Sussex County, New Jersey, does hereby adopt the following rules and regulations concerning the orderly process of hearing and deciding grievances and disputes by employees of the school system so as to facilitate and assure the smooth and efficient operation of the local school system and to recognize and guarantee the rights of the employees thereof to an orderly and complete process for hearing and deciding all controversies within the said school system.

- I. Grievance procedures shall be conducted on the following levels:

Level 1: In the event that any person, while in the employ of the Board of Education of the Borough of Franklin, shall for any reason be aggrieved by the application, interpretation or alleged violation of any rule, regulation, policy or decision of his/her immediate supervisor, the administration or the Board of Education, said employee shall present this to his/her immediate supervisor for consideration in verbal or written form.

- A. "Immediate Supervisor" is that person directly superior to the complainant who is charged with the responsibility of deciding, carrying out, formulating or implementing the subject matter of the dispute.

Level 2: In the event that the controversy cannot be settled by the "Immediate Supervisor" or if the decision reached after hearing is not acceptable to the employee, the employee shall, within five (5) days after the decision of the "Immediate Supervisor" have the right to have a complaint referred to the Superintendent for hearing and determination.

- A. Upon referral of a complaint to the Superintendent, the "Immediate Supervisor" to whom the

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appeal was first made may prepare a written report of his/her findings and decision which said report shall be submitted to the Superintendent and the complainant. The Superintendent may review the matter informally. The Superintendent shall schedule a hearing date not more than ten (10) days after submission of the application for review by the complainant for a hearing of the controversy. The Superintendent shall render a decision within five (5) days after the close of said hearing or review unless both parties shall consent to an extension of said times.

Level 3: In the event that the dispute is not settled by the Superintendent or the complainant is dissatisfied with the decision of the Superintendent, the complainant, within ten (10) days thereafter, must notify the Superintendent of his/her intention to exercise his/her right to a review of the controversy by a plenary hearing by the Board. Said review shall be granted to the complainant upon the filing of a written statement of the grounds for review, copies of which shall be delivered to the complainant's immediate supervisor and the Superintendent whereupon the Board, at its next regularly convened monthly meeting or at a special meeting called by the Board for the purpose of hearing the controversy shall afford all parties an opportunity to be heard.

- A. Upon application or review by the Board, the Superintendent shall prepare a written review of the case which shall include all written reports submitted at prior levels as well as his findings for the Board which said report shall be submitted to the complainant for his/her review at least five (5) days prior to the scheduled hearing of the case by the Board.

Level 4: The aggrieved person may, after a hearing by the Board as per Level 4 and if not wholly satisfied by their judgment, appeal to an arbitration committee. This committee shall be composed of one representative of the Board of Education, one representative of the administration and one representative of the Franklin Custodial Association, which said committee shall review each factual allegation of the controversy, the probable effect upon the complainant and the school program in the event of acceptance or rejection of the relief sought and further confer with the principle parties involved or their representatives as to the factual allegations and decide on the arbitrability of the case. Should this committee deem it necessary, the aggrieved may then proceed to enter into non-binding advisory arbitration.

Within ten (10) days after the decision of the committee, the Board and the Franklin Custodial Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve.

The arbitrator so selected shall confer with both parties and their representatives and issue his decision not later than twenty (20) days after said conferences. The arbitrator's decision shall be in writing and set forth his findings on the issues submitted.

The arbitrator's decision shall be submitted to the Board and the Association and shall be advisory and non-binding on the parties.

The cost of said arbitration shall be equally borne by both the Board and the aggrieved or the representatives.

- II. In all informal grievance proceedings, both parties shall endeavor to dispose of the same by direct conferences and without the intervention of any third parties. However, either party may, below the third level of the formal proceedings, with the consent of the other, upon three (3) days notice, advise the other party of his, her or its desire to have a representative appear with or for him, her or them, in which case, said proceedings shall be continued thereafter with such representative present for and on behalf of the party concerned. However, at the third or fourth level, either party may have a representative of his/her own choice present at his/her discretion upon three (3) days notice and without the consent of the other party. If more than one representative is desired by a party in proceedings below the fourth level, this may be done if it is mutually agreeable to both parties.

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- A. Any individual employee, groups of employees and representatives of minority groups shall, within the framework of this policy, have the right to be heard as herein provided.
- B. All appeals before the Board of Education after the submission of reports and a hearing so herein provided shall be decided by the Board by resolution and its decision regarding the subject dispute shall be communicated through the Superintendent to all employees affected by the said decision.



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**ATTACHMENT A**

Salary increases for custodians will be as follows for the 2006-09 school year providing the individual's job performance has been satisfactory for the preceding year. Failure to achieve satisfactory job performance rating can result in a frozen salary and/or delay in movement in future years. In addition other actions may be taken at the Board's discretion.

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	<u>2006-07</u> \$1,714 + 2%	<u>2007-08</u> 4.0%	<u>2008-09</u> 4.0%
Clinton Predmore	\$48,459	\$50,397	\$52,413
Fred Jones	\$44,827	\$46,621	\$48,486
Steven Richards	\$35,609	\$37,034	\$38,515
Dave McDole	\$32,458*	\$33,756*	\$35,107*
Harry McDole	\$30,802	\$32,034	\$33,315
Joshua Savely	\$29,356	\$30,530	\$31,751

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\* Includes \$1,200 stipend for supervisory responsibilities. See Section 1, paragraph B.

RATIFICATION AND CONFIRMATION

The parties hereto, by the execution hereof, do ratify, acknowledge and agree that this Contract Agreement, effective July 1, 2006, shall constitute the agreement between the Association and the Board, pursuant to Chapter 303 Public Laws of 1968 until further modified in accordance with the provisions thereof.

DATE: FRANKLIN CUSTODIAL ASSOCIATION

By: \_\_\_\_\_  
Dave McDole, Representative

ATTEST: BOARD OF EDUCATION OF THE  
BOROUGH OF FRANKLIN

\_\_\_\_\_  
William J. Sabo,  
Business Admin./Board Secretary

By: \_\_\_\_\_  
Mary Alonso, President

Received by:

Fred Jones Date \_\_\_\_\_

Dave McDole Date \_\_\_\_\_

Harry McDole Date \_\_\_\_\_

Clinton Predmore Date \_\_\_\_\_

Steven Richards Date \_\_\_\_\_

Joshua Savely Date \_\_\_\_\_