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AGREEMENT BETWEEN HOBOKEN BOARD OF EDUCATION

AND

HOBOKEN SCHOOL EMPLOYEES ASSOCIATION

Salaries:  
Pages 10-13

PREAMBLE

This agreement entered into by and between the Board of Education of the City of Hoboken hereinafter referred to as the "Employer" and the Hoboken School Employees Association hereinafter referred to as the "Association" has as its purpose the promotion of harmonious relations between the Employer and the Association; the Establishment of an equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment.

Except as hereinafter 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.

The Board will neither change nor modify any terms or conditions of employment without first successfully negotiating same with the Association.

RECOGNITION

1.1 The Employer recognizes the Association as the sole exclusive bargaining agent for the purpose of establishing salaries, wages, hours and other conditions of employment for all of its full time and regular part time custodial and maintenance employees.

1.2 Hoboken School Employees Association is granted permission to use a school building for meetings of the Association.

1.3 For the purpose of this contract full time and regular part time shall mean an employee who is working more than three consecutive months.

1.4 For the purpose of this contract regular part time employees shall mean an employee who is working more than three consecutive months and twenty or more hours per week.

UNION SECURITY

2.1 The Employer 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 Employer 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 succeeding month from when the deductions are made. The authorizations shall be irrevocable during the term of this Agreement

July 1, 1984 - June 30, 1986

except as provided by the New Jersey Statutes.

2.2 Representatives of the Association not employed by the Employer shall be permitted to visit with the employees during working hours at their work stations after obtaining permission for the business office which permission shall not be unreasonably withheld for the purposes of discussing Association matters provided that the operations of the school system are not affected.

2.3 Only representatives duly certified by the President of the Association shall be recognized by the Employer as authorized spokesmen for the Association.

#### WORK SCHEDULES

Except as otherwise currently practiced the work week shall consist of five consecutive days Monday through Friday.

The work schedules for all full-time employees shall be as follows:

A) Janitors:

7:00 A.M. -- 4:00 P.M. (Day shift)  
3:00 P.M. -- 12:00 A.M. (Night shift)

B) Maintenance Employees:

7:00 A.M. -- 4:00 P.M.

C) Engineers:

6:00 A.M. -- 3:00 P.M. or  
7:00 A.M. -- 4:00 P.M. (Day Shift)  
3:00 P.M. -- 12:00 A.M. (Night shift)

In all events the work day shall be continuous except for lunch hours.

Shift differential: all employees on the night shift (3 P.M. to 12 A.M.) except those presently assigned at their request, shall receive an additional Seven Hundred Fifty (\$750.00) Dollars per year over and above their regular salaries.

D) Snow days -- for the 1985-1986 School year only, (on days when school is closed) Janitorial day shift shall work for (4) hours, from 7:00 A.M. to 11:00 A.M. Janitorial night shift shall work from 11:00 A.M. to 3:00 P.M.

In every event those employees except as otherwise provided shall enjoy a one hour lunch period, to be scheduled as closely in mid-shift as can be arranged. In the event, and for whatever purpose, an employee cannot enjoy his lunch hour he shall be compensated at the rate of time and one-half for the lunch hour worked, provided however that nothing here to the contrary shall change the current practice of the lunch period for the Engineers and the remuneration received by them.

It is recognized that scheduling is a management prerogative, however, because of safety considerations, no men will be scheduled to work a lone except in emergency situations.

#### OVERTIME

Overtime shall be distributed as equally as possible among employees within the same classification and within the same school.

2080 hours shall be the hourly factor when computing overtime and shall be divided into the annual base salary to get the hourly rate.

All personnel shall be paid one and one half times the regular rate of pay for any work conducted on a Saturday and two times the regular rate of pay for any work performed on a Sunday. And in addition any employee working on a Holiday shall receive three times his hourly rate of pay.

In all other cases, overtime shall be one and one half the hourly rate for all work performed beyond the normal shift.

#### PENSIONS

Employees shall receive pensions and retirement pursuant to the provisions of State Law and Local Ordinances.

#### CALL-IN-TIME

Any employee who is requested to and returns to work after his 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 regular shift and has gone home and is directed to return either for an emergency or other reasons.

INSURANCE

The Blue-Cross-Blue Shield Group Insurance Program presently in effect, including but not limited to Major Medical and Rider "J" coverage shall remain in effect for the life of this Agreement for the employees and their dependents at no cost to the employees.

The Board shall continue to provide a Dental Plan for all employees within this bargaining unit.

In addition, the Board agrees to provide a Prescription Plan for all members. Effective 1980-81 the district shall pay for each member the initial year's premium as quoted by the Carrier at the inception of the insurance coverage (per year) towards the purchase of Full Family Prescription Insurance (\$1.00 co-pay) members not eligible for Full Family Coverage shall continue to receive individual coverage at district expense.

The intent of the above is that all insurance provided this bargaining unit shall be the same as those provided the instructional staff of the Board of Education.

LEAVE OF ABSENCE

Leaves of absence shall be provided with pay as follows:

- a) Ten days per year sick leave. Unused sick leave shall be cumulative from year to year. Sick leave is hereby defined to mean the absence from duty of any employee because of personal disability due to illness for injury. A doctor's certificate may be requested in the following cases.
  1. Personal illness of five or more consecutive days.
  2. Sicknesses over extended period of time (in such cases date employee is anticipated to return should be furnished.
  3. Frequent or patterned absences.
- b) Leaves of absence necessitated because of an accident or illness related to work shall be as set forth under New Jersey Statutes 18A:30-2.1.
- c) Two personal leave days each year provided that the employee shall except in the case of emergency, give one week's notice.

- d) Bereavement leave not to exceed four consecutive days because of a death in the employees's immediate family
- e) Employees to a maximum of four will be granted leaves of absence without pay to attend Union conventions and conferences, not to exceed two (2) days. The Board or Business Office will be given two weeks notice.
- f) Any employee who is absent and has no accumulated sick leave shall be docked one full days pay.

#### SENIORITY

Seniority is defined as the employee's total length of service with the Employer, beginning with his original date of hire including per diem time provided such per diem time was immediately followed by appointment.

An employee having broken service with the employer (as distinguished from leave of absence) shall not accrue seniority credit for the time when not employed by the employer. Employees hired after the effective date of the agreement and hired on the same date as other employees will have their seniority determined at the discretion of the employer. However, in the event seniority is the same, the employee with broken service shall have seniority.

Broken service is defined as that period of time when an employee voluntarily leaves the service of this District for a period of two years or more.

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

All vacancies in permanent promotional positions shall be publicized by the Board or its designee who shall set forth a description of and the qualifications for the vacant positions including salary where possible by posting a notice in each school as far in advance as practicable - ordinarily at least (15) fifteen school days before the final date when applications must be submitted and in no event 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 posting. Unit members who desire to apply for such vacancies shall submit their applications in writing to the Business Office within the time limit specified in the notice.

The Board shall have discretion to make promotions, demotions, school transfers of more than three 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 performance shall be factors to be considered by the Board in the exercise of its discretion.

GRIEVANCE PROCEDURE

Any grievance or dispute which may arise between the parties, pertaining to the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

a) A grievance shall be presented by an employee to the Business Manager or the person designated by the Board Secretary at an informal hearing to be held within ten (10) working days of the occurrence of said grievance or condition or conditions giving rise thereto. A representative of the Association (shall) be present. A written answer to the grievance shall be made by the Business Manager or other person designated by the Board Secretary 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.

If the disposition of the matter by the Business Manager or other person designated by the Board Secretary is not satisfactory to the grievant, then the Association shall notify the Board Secretary in writing that the grievance will proceed to the next step (step B.)

b) If the grievance is not settled by Step A, the Association shall have the right to submit said grievance to the Board of Education. After the grievance has been submitted to the Board of Education, said 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.

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

c) If the Grievance is not settled by steps (A), and (B) 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. If either party raises any questions with respect to the arbitrability of the grievance then in that event the arbitrator before hearing and determining whether the grievance is arbitrable.

The decision of the arbitrator shall be binding on both parties. The cost of the arbitration shall be borne equally by the Association and the Board of Education.

d) The Association President, or his authorized representative may report an impending grievance to the Board of Education 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.

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

TEMPORARY ASSIGNMENTS

Employees working out of a job title requiring higher pay shall receive the greater sum for the period temporarily assigned. However, it is the intention of the parties herein the engineers should come under the aegis of the head janitor at that time during the school year when the boiler room is shut down.

VACATIONS

Vacations with pay shall be granted to employees hired by the Board of Education as follows:

Up to six months	1 week
Six months to four years	3 weeks
Five to <u>nine</u> years	4 weeks
<u>Ten</u> years and over	5 weeks

Vacations shall be taken at mutually agreed upon times between the employee and the Board of Education.

Any employee covered by this agreement and as part of the above vacation allowance may choose to take a winter vacation not to exceed ten work days per year.

SAFETY AND HEALTH

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.

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

All custodians, maintenance employees and engineers shall receive a clothing allowance of Two Hundred & Fifty (\$250.00) dollars per year, beginning with the 1985-1986 School year. Uniforms must be worn every day. Head Custodians will be responsible for uniform inspection.

HOLIDAYS

New Year's Eve	Election Day
New Year's Day	Veterans Day
Lincoln's Birthday	Thanksgiving Day
Washington's Birthday	Day after Thanksgiving
Columbus Day	Good Friday
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	Municipal Election
Martin Luther King Day	

If any of the above holidays fall on a Saturday or Sunday, the  
y preceding Friday or Monday at the discretion of the Board or its designee shall  
be observed as the holiday.

LONGEVITY

Beginning July 1, 1974 a longevity program will be established wherein  
and whereby any employee in the bargaining unit beginning with:

15 years of service will receive	\$750.00	
20 years of service will receive	250.00 additional	1,000
25 years of service will receive	300.00 additional	1,300
30 years of service will receive	200.00 additional	1,500

BULLETIN BOARDS

Bulletin Boards will be allowed at each work location for use of 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.

GENERAL PROVISIONS

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



SALARIES

Effective July 1st, 1984 all salary guides shall be adjusted to provide a salary increase of six (6%), percent, inclusive of increment, for all job titles and positions covered by the bargaining unit.

Effective July 1st, 1985, all salary guides shall be adjusted to provide a salary increase of ten (10%) percent, inclusive of increment, for all job titles and positions covered by this bargaining unit.

DURATION AND TERMINATION

This Agreement shall be retroactive to July 1st, 1984 and shall terminate on June 30, 1986.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized officers this 2<sup>nd</sup> day of March 1985.

HOBOKEN BOARD OF EDUCATION

By *J. Pope* PRESIDENT

Attest:

*Anthony H. Lomano*

HOBOKEN SCHOOL EMPLOYEES ASSOCIATION

By *Dennis Doneman* President

Attest:

*Anthony Totondi*  
Vice President

CUSTODIANS

	84 - 85	85 - 86
1.	12,640.00	13,904.00
2.	13,699.00	15,068.00
3.	14,331.00	15,764.00
4.	14,962.00	16,458.00
5.	15,651.00	17,216.00
6.	16,230.00	17,853.00
7.	16,300.00	17,930.00
8.	16,398.00	18,038.00
9.	16,427.00	18,070.00
10.	16,462.00	18,108.00
11.	16,497.00	18,147.00
12.	16,549.00	18,204.00
13.	16,618.00	18,279.00
14.	16,699.00	18,369.00
15.-16.	16,728.00	18,401.00
17.-19.	18,014.00	19,815.00
20.-24.	18,367.00	20,204.00
25.-29.	18,714.00	20,585.00
30.	18,945.00	20,840.00

HEAD CUSTODIAN

	84 - 85	85 - 86
1.	14,470.00	15,917.00
2.	14,991.00	16,490.00
3.	15,512.00	17,063.00
4.	16,033.00	17,637.00
5.	16,554.00	18,209.00
6.	17,076.00	18,784.00
7.	17,597.00	19,357.00
8.	18,176.00	19,994.00
9.	18,268.00	20,095.00
10.	18,361.00	20,197.00
11.	18,452.00	20,297.00
12.	18,546.00	20,401.00
13.	18,673.00	20,540.00
14.	18,905.00	20,796.00
15.	20,081.00	22,089.00
16.-19.	20,061.00	22,067.00
20.-24.	20,428.00	22,471.00
25.-29.	20,805.00	22,886.00
30.	21,059.00	23,165.00

SKILLED PERSONNEL

	84 - 85	85 - 86
1.	15,136.00	16,650.00
2.	15,830.00	17,413.00
3.	16,641.00	18,305.00
4.	17,573.00	19,330.00
5.	18,089.00	19,898.00
6.	18,633.00	20,496.00
7.	18,726.00	20,599.00
8.	18,772.00	20,649.00
9.	18,830.00	20,713.00
10.-14.	18,888.00	20,777.00
15.-19.	20,008.00	22,009.00
20.-24.	20,295.00	22,325.00
25.-29.	20,642.00	22,706.00
30.	20,874.00	22,961.00

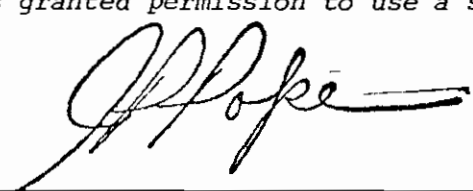
ENGINEERS


	<u>84 - 85</u>	<u>85 - 86</u>
1.	13,659.00	15,025.00
2.	14,586.00	16,045.00
3.	15,512.00	17,063.00
4.	16,027.00	17,630.00
5.	16,542.00	18,196.00
6.	16,919.00	18,611.00
7.	16,983.00	18,681.00
8.	17,041.00	18,745.00
9.	17,116.00	18,828.00
10.	17,151.00	18,866.00
11.	17,186.00	18,905.00
12.	17,237.00	18,961.00
13.	17,290.00	19,019.00
14.	17,347.00	19,082.00
15.	17,423.00	19,165.00
16.-19.	18,703.00	20,573.00
20.	19,050.00	20,955.00
21.-24.	19,218.00	21,140.00
25.	19,455.00	21,401.00
30.	19,739.00	21,713.00

X MEMORANDUM OF AGREEMENT ON SALARIES  
between the

Hoboken Board of Education and Hoboken School Employees Association  
(Custodial and Maintenance Employees)

1. This memorandum of agreement shall apply to all employees represented by the Hoboken School Employees Association, including Custodians, Maintenance Employees, and Engineers.
2. Terms of the Agreement shall be for two (2) years.
3. Except as this memorandum shall otherwise provide, all terms of the current collective bargaining agreement shall be continued.
4. Effective July 1st, 1984, all salary guides shall be adjusted to provide a salary increase of six (6%), inclusive of increment, for all job titles and positions covered by the bargaining unit.
5. Effective July 1st, 1985, all salary guides shall be adjusted to provide a salary increase of ten (10%) percent, inclusive of increment, for all job titles and positions covered by this bargaining unit.
6. SNOW DAYS - for the 1985 - 1986 School Year (when schools are closed) Janitorial day shift shall work four (4) hours - from 7 A.M. to 11:00 A.M. Janitorial night shift shall work from 11:00 A.M. to 3:00 P.M.
7. All custodians, maintenance employees and engineers shall receive a clothing allowance of Two Hundred-Fifty (\$250.00) Dollars per year beginning the 1985 - 1986 school year. Uniforms must be worn every day.
8. Grievance Procedure - step (a) of the Grievance Procedure shall be eliminated.
9. Hoboken School Employees Association is granted permission to use a school building for meetings of the Association.

  
John P. Pope, President  
Hoboken Board of Education

  
Dennis Doneman, President  
Hoboken School Employees Assn.

X July 1, 1984 - June 30, 1986