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**AGREEMENT FOR THE  
SCHOOL YEARS**

**2013-14, 2014-15, 2015-16, 2016-2017, 2017-18**

BETWEEN

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**THE HAWTHORNE CUSTODIAL, MAINTENANCE, AND  
BUS DRIVERS' ASSOCIATION**

AND

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**THE BOARD OF EDUCATION  
OF THE BOROUGH OF HAWTHORNE**

**NEGOTIATIONS COMMITTEE**

**A. REPRESENTING BOARD OF EDUCATION:**

Figueroa Ramon  
Michele Hyams, President  
Victor Terraglia, Chairperson  
Elaine Tolomeo

**B. REPRESENTING HAWTHORNE CUSTODIAL, MAINTENANCE &  
BUS DRIVERS' ASSOCIATION:**

John Covertino  
Scott Stoll  
Ismet Mefail  
Walter Szczesny  
Ramon Figueroa, President  
George Ellanye, Uniserv Field Representative

**C. SUPERINTENDENT OF SCHOOLS:**

Jill Mortimer

**D. BUSINESS ADMINISTRATOR/BOARD SECRETARY**

Anthony Juskiewicz

**E. SUPERVISOR OF BUILDINGS AND GROUNDS:**

Robert Blanchard

## ARTICLE I - RECOGNITION

### A. Unit:

The Hawthorne Board of Education does hereby recognize the Hawthorne Custodial, Maintenance and Bus Drivers' Association, for and during the term of this Agreement, as the exclusive bargaining representative of the Public Employee membership lawfully upon the Association rolls, all as defined and in accordance with Chapter 123 - Laws of 1974 and further known as N.J.R.S. 34:13A-1, the Acts Amendatory thereof and Supplementary thereto, but excluding here from the Superintendent of Schools, Assistant Superintendent, principals, teachers, supervisors, administrative personnel and office and clerical personnel, inclusive, however, of custodians, matrons, maintenance employees, bus drivers and custodial/bus drivers.

### B. No Privatization:

The Board agrees that it will not privatize nor subcontract any custodial or maintenance jobs, duties, practices, and/or functions usually performed by school custodians, head custodians, and maintenance employees during the term of this Agreement. No custodial or maintenance position shall be reduced through the Board's hiring of a private firm, and/or personnel to perform functions and/or duties previously performed by members of the custodial and maintenance staff.

## ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor agreement according to the timetable established by the Public Employment Relations Commission.

Any Agreement so negotiated applying to members of unit aforesaid shall be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

- B. The Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the Board and Association.
- C. Neither party in any negotiations shall have any control over the selection of the negotiation representative of the other party. 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 negotiation.

## ARTICLE III- GRIEVANCE PROCEDURE

### A. Introduction:

Persons in the employ of the Board of Education of the School District of the Borough of Hawthorne, Passaic County, New Jersey, shall have the right to make known their individual grievances through the administrative channels of the said school system. Individuals or the Association presenting personal or unit grievances respectively

shall be assured at all times of freedom from restraint, interference, coercion, discrimination, intimidation, or reprisal in presenting the appeal. The individual or the Association shall have the right to present the appeal or to designate a representative of the Association, Attorney-at-Law, or other person of his or the unit's own choosing to appear with him or the Association at any formal step of the proceeding in the appeal procedure.

**B. Procedure:**

Step 1. (Informal)

An employee or the unit who has a grievance shall present it to the immediate supervisor for consideration, discussion, and determination of the matter. The entire procedure shall be informal and shall be resolved forthwith by the person before whom and to whom it has been presented.

Step 2. (Formal)

In the event that the matter is not resolved to the satisfaction of the employee or the unit within seven (7) school days from the date of the determination of said grievance, the employee, or his designated representative, or the unit shall set forth the grievance, in writing, in duplicate to the Supervisor of Buildings and Grounds. The writing shall set forth:

- a. The nature of the grievance.
- b. The prior disposition thereof.
- c. The reason or reasons for the dissatisfaction with the prior finding.

It shall be the duty of the Supervisor of Buildings and Grounds to render a decision in the matter, in writing, in triplicate, within five (5) school days from the receipt of said grievance, delivering a copy of the decision to the employee and or Association.

Step 3.

The employee or association within seven (7) school days from the receipt of said decision shall have the right of appeal to the Superintendent. The appeal shall be in writing, in triplicate and shall state:

- a. The grounds of the grievance.
- b. Prior disposition thereof.
- c. The reason or reasons for the dissatisfaction with the prior findings.

It shall be signed by the employee or the unit representative submitting the appeal and shall be dated. It shall be the duty of the Superintendent to:

- a. Confer with the Supervisor of Buildings and Grounds relative to the matter,
- b. Confer with the aggrieved relative to the matter and:
- c. Confer with both relative to the matter.

The Superintendent shall forthwith examine and consider all of the evidence presented and shall within a period of ten (10) days from the date of the conference with all parties in interest, submit his decision in writing. A copy of the decision shall be forwarded to the employee or unit aggrieved. A copy shall be forwarded to the Supervisor of Buildings and Grounds. A copy shall be filed with the District Secretary of the Board.

Step 4.

Should the grievance remain unsettled after presentment to the Superintendent of Schools, the entire matter, including the written appeal, items of evidence presented and any and all documents and proceedings related to the cause shall be transmitted to the District Secretary who shall forthwith advise the President of the Board of the receipt of same. The District Secretary shall make a separate complete file thereof. The President of the Board shall issue a call for a special closed hearing of the Board of Education as a whole within ten (10) days from the receipt of the notification by the District Secretary that the file has reached his office and direct that the aggrieved, the Superintendent and any and all witnesses and parties in interest in the matter be summoned and/or subpoenaed to appear before the said Board.

A grievance hearing shall be conducted by the Board at its next regularly scheduled meeting, unless the meeting is within ten (10) days from receipt of the notification by the District Secretary that the file has reached his office, which will result in the hearing taking place at the following regularly scheduled board meeting.

Step 5.

Should the grievance remain unresolved to the satisfaction of the aggrieved, then in that event the matter shall be submitted to advisory arbitration to wit:

The Public Employment Relations Commission for the assignment of an arbitrator. Should the services of the aforesaid Commission be not available, then in such event, the services of the American Arbitration Association shall be used. The said grievant may within ten (10) school days from the receipt of the aforesaid decision, file a notice of intent to submit the grievance to arbitration. Such notice of intent may be filed with the District Secretary of the Board of Education at the Board offices.

**C. Arbitration Procedure:**

1. All matters specifically contained in the written contract between the parties shall be considered proper subject matters for advisory arbitration.
2. Any contract matter having specific document reference shall be subject to advisory arbitration.
3. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary cost of travel, subsistence expenses and the cost of the hearing room, if any, shall be borne equally by the Board and the individual grievant and/or Association as the case may then be. Any other expenses incurred shall be paid by the party incurring the same.

**D. General Provisions as to Grievances and Arbitration:**

1. No reprisals shall be taken by the Board or by any member of the school administration against any party in interest, school representative, Association member or any other participant in the grievance procedure by reason of such participation. Nor shall the grievant take any action or reprisal against the Board or its representatives for such participation.
2. The filing or pending of a grievance shall in no way operate to impede or delay or interfere with the right of the Board to take any action complained of. The grievant shall continue under the direction of the Supervisor of Buildings and

- 
- Grounds and school administrators, regardless of the pendency of any grievance, until such grievance is properly determined.
3. The party in interest may be represented at all stages of the formal grievance procedure by a person of his own choosing.
  4. With the exception of step 1 (informal) of the steps of a procedure, failure to communicate the decision in writing relative to a grievance, within the stated time limit, shall permit the grievant to proceed to the next step. Failure at any step to act by the grievant within the time limit stated shall preclude the grievant from continuing his action.
  5. Specified time limits in the procedural steps shall only be changed by mutual agreement, signed by the Superintendent of Schools, the Board President, and the President of the Association.
  6. All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate file and not made a part of the personnel files of the participants.
  7. The Association agrees that it will not bring or continue nor will not represent any employee in any grievance which is similar to grievance denied by the final decision rendered by the Board of Education and the Board agrees that it will apply to all like situations, the decision rendered as the result of deliberation sustaining a grievance.
  8. In the course of investigating any grievance, representatives of the Association will report to the principal or representative in charge of the building visited, immediately upon their arrival and will orally state the purpose of their visit.
  9. Involvement of students in all phases of the grievance procedure, unless such students be required as witnesses.
  10. Each grievance shall be initiated within fifteen (15) school days from the occurrence of the cause for complaint. However, if neither the aggrieved nor/or the Association had knowledge of said occurrence at the time of happening, then the said grievance shall be initiated within five (5) school days of the first such knowledge by either the aggrieved or the Association. In no event, however, shall action be taken by any party as foretasted later than three (3) months from the date of the occurrence. Board notices shall be considered as binding the Association and all members of the negotiating unit with knowledge of the subject matter related in said notices after such notices have been appropriately dated and posted.
  11. A member of the Association who is a party in interest in any grievance shall not serve as the Association grievance representative in the processing of such grievance.
  12. The parties in interest shall process grievances after the regular work day or at such other times which do not interfere with assigned duties; provided, however, that upon mutual agreement between the aggrieved, the Association and the Board, proceeding may be held during the regular working hours. In such case, the grievant, the Association representatives, and others necessary to the hearing shall be released from assigned duties without loss of salary.

13. The Association covenants and agrees that during the life of this agreement that it will not engage in any illegal strike or walkout, nor shall it engage in any illegal sanctions against the Board.
14. It is understood by all parties that under the rulings of the court of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers as granted by law.

## ARTICLE IV - SALARIES

### A. Custodial and Maintenance Salaries:

1. The Association and the Board agree that salary guides for full-time custodians, head custodians, and maintenance employees for the 2013-14, 2014-15, and 2015-16, 2016-17, and 2017-18 school years shall be in accordance with Appendix A. Salary advancement to the next increment step shall operate in accordance with Section A.3 herein below.
2. The base salary cost for each year shall be increased by the following amounts inclusive of increment:

Year One (2013-14)	2.0% of the 2012-2013 base with an additional \$25,805 added to the guide
Year Two (2014-15)	2.5% of the 2013-14 base with an additional \$32,940 added to the guide
Year Three (2015-16)	2.25% of the 2014-15 base with an additional \$30,395 added to the guide
Year Four (2016-2017)	2.0% of the 2015-16 guide with and additional \$27,680 added to the guide
Year Five (2017-2018)	2.0% of the 2016-17 guide with and additional \$28,224 added to the guide
3. Custodial/Maintenance personnel employed after December 15th in any given school year will remain on the same step of the new guide for the ensuing year of employment. Such newly employed staff members shall be the recipients of any increased salary benefits for the step on the salary guide on which they are placed.
4. Custodial/Maintenance personnel employed and actually working on or before December 15th in any given school year shall move to the next full step for the next school year. Salary advancement to the next increment step is not automatic, but is subject to the recommendation of the Superintendent.
5. The Head Custodian at Hawthorne High School and the Head of Maintenance shall be placed on the same guide that was formerly called the HCustHS guide. With this successor agreement it will be called HMaint/HCustHS.

### B. Bus Driver Salaries:

The base salary cost for each year shall be increased by the following amounts inclusive of increment:

- |                    |  |
|--------------------|--|
| Year One (2013-14) | 2.0% of the 2012-2013 base with an additional \$2,992 added to the guide |
| Year Two (2014-15) | 2.5% of the 2013-14 base with an additional                              |

Year Three (2015-16) \$3,812 added to the guide  
 2.25% of the 2014-15 base with an additional  
 \$3,511 added to the guide  
 Year Four (2016-2017) 2.0% of the 2015-16 guide with and additional  
 \$3,170 added to the guide  
 Year Five (2017-2018) 2.0% of the 2016-17 guide with and additional  
 \$3,282 added to the guide

**C. Part-Time Custodial Staff:**

The annual hourly rate of pay for part-time custodians and matrons shall be:

School Year	Hourly Rate
2013-14	\$12.50
2014-15	\$12.50
2015-16	\$12.50
2016-17	\$12.50
2017-18	\$12.50

**D. Pay Differential:**

1. Payment of Night Differential

The salary differential for staff members assigned to the night shift (3:00 p.m. to 11:00 p.m.) shall be:

2013-14 - \$850 annually  
 2014-15 - \$850 annually  
 2015-16 - \$850 annually  
 2016-17 - \$850 annually  
 2017-18 - \$850 annually

The night supervisor shall receive a \$500 annual salary adjustment in addition to the Night Differential.

2. Boiler License Stipend

- a. All employees who were hired prior to July 1, 1993 shall receive a \$400 stipend when the boiler license is obtained.
- b. All members employed after June 30, 1993 shall receive a \$300 stipend for the boiler license.
- c. All employees hired after June 30, 1994 shall receive a \$150 stipend for the boiler license.
- d. All employees hired after June 30, 1995 shall receive no stipend for the boiler license.
- e. For newly hired custodians, the Board shall reimburse the employee for the cost of successfully completing boiler school and obtaining the boiler license no later than the end of his/her first year of employment, up to a maximum amount of \$500.



3. Compensation for Extra-Duty Supervisory Responsibility

- a. When supervisory personnel within the staff of the Department of Buildings and Grounds are absent from duty for an extended period of time which necessitates the temporary delegation of their supervisory role to another staff member within the department, the individual who temporarily receives the added responsibility for supervision will be compensated for this extra duty assignment at the rate of \$75.00 per week.
- b. The extra duty supervision may be deemed necessary whenever the absence of the regular supervisor exceeds five (5) consecutive school days.
- c. Whenever the five (5) consecutive day absence period is accumulated on a day to day basis, the interim supervisory function shall become effective on the fifth day, which shall also be the effective date of the extra compensation.
- d. For the purpose of this Policy, Supervisory personnel shall include persons in charge of a sub-unit of three (3) or more staff members.

4. Driving Stipend

Any Custodian or maintenance person who had a CDL license and has driven a bus for the District at least twice in a school year shall be paid a \$500.00 stipend at the end of the school year.

**E. Salary Payments:**

Members employed on a twelve (12) month basis shall be paid in twenty-four (24) equal semi-monthly installments. When a pay day falls on or during a school holiday vacation or weekend, members shall receive their pay checks on the last previous working day.

**F. Fixed Term Contracts:**

1. All Custodial, Maintenance, and Bus Driver employees hired after July 1, 1987, shall be hired for a fixed term and shall not accrue tenure.
2. The rights of tenure-track employees hired prior to July 1, 1987, shall not be affected by this Article.

**G. Call Back Time:**

1. When called back to deal with unusual circumstances during non-working hours or days, buildings and grounds personnel will be paid at a rate rounded-up to the full hour.
2. In the event an individual is called back between the hours of 12:00 a.m. to 6:00 a.m., the individual will be paid for a two hour minimum at time and one-half; call backs on Sunday and holidays will be paid at double time with a two hour minimum. If during the original two hour period the employee is called back again, for the same incident, he/she will not be entitled to additional compensation. If during the original two hour period the employee is called back for a different incident, he/she will be entitled to the two hour minimum

between the hours of twelve (12) midnight and six (6) o' clock a.m. If the employee stays beyond the two hours after his/her second time called back for the same incident, he/she will be compensated for all hours after two at time and one-half rounded to the next full hour.

3. If an individual is called out a second or more time after the first two hour call out, he/she will be paid the two hour minimum again.

#### **H. Summer Work**

Full time bus drivers who work as a custodian during the summer shall be paid at the rate of \$12.50 an hour.

### **ARTICLE V – DAILY WORK**

#### **A. School Custodians:**

1. **Regular Shift**

Custodial members assigned to the regular shift normally start work at 8:00 a.m. and finish at 4:00 p.m.

2. **Night Shift**

Custodial members assigned to the night shift normally shall work from 3:00 p.m. to 11:00 p.m.

3. **Custodial/Bus Driver**

- a. The Board shall be able to create no more than one (1) combined position of night custodian at Hawthorne High school and District bus driver. The regular shift for this position will be Tuesday through Friday from 3:00 p.m. to 11:00 p.m. and Saturday from 8:00 a.m. to 4:00 p.m.
- b. The Supervisor of Buildings and Grounds may assign the custodial/bus driver to a different building. The work week may be defined as either Tuesday, Wednesday, Thursday, Friday, and Saturday or Tuesday, Wednesday, Thursday, Friday, and Monday; depending on the needs of the District. In the event a Monday is scheduled, the hours will be from 3:00 p.m. to 11:00 p.m.
- c. The custodial/bus driver in this position shall work summer hours as specified in ARTICLE V, Section G.

4. **Lunch Period**

Regular shift and night shift dinner will be forty-five (45) minutes in length as scheduled by the Supervisor of Buildings and Grounds.

**B. High School Head Custodian:**

Custodial member in this category shall work normally from 6:30 a.m. to 2:30 p.m.

**C. Elementary School Head Custodian:**

Head custodians at elementary schools are assigned working hours normally from 7:00 a.m. to 3:00 p.m.

**D. Maintenance Personnel:**

All members of the Maintenance Department shall normally work a 7:00 a.m. to 3:00 p.m. work shift.

**E. Bus Driver Hours:**

The regular hours of work for bus drivers shall be 7:00 a.m. to 9:30 a.m. and 2:00 p.m. to 4:30 p.m. In addition, bus drivers may be required to work up to an additional three (3) hours a day. This shall not include custodial or maintenance personnel driving a bus.

**F. Flexibility of Normal Daily Work Schedule:**

1. To provide for flexibility and to accommodate unusual circumstances and emergencies, the Supervisor of Buildings and Grounds and/or Superintendent of Schools is allowed the latitude to alter the normal daily work schedule of members of his staff, as situations require.
2. Current work schedules established above will remain in effect with the exception of the Board being able to alter the normal daily work schedules ten times per year, per member, with two week notification, for purposes of having custodial coverage on PTO nights. Additionally, the starting and ending time for the middle school can be adjusted a total of fifteen (15) minutes so long as the length of the workday remains the same.
3.
  - a. Drivers will stay with the bus.
  - b. Drivers will keep a record of when breaks are taken and teachers, coaches and chaperones will be notified by the driver when he/she leaves and returns from their break.

**G. Summer Hours:**

The work schedule for Custodial and Maintenance personnel during the period which coincides with the summer months, from July 1st to September 1st, shall consist of a seven (7) hour work day as scheduled by the Supervisor of Buildings and Grounds.

**H. Notice of Transfer or shift change:**

All employees covered by this contract should be given a thirty (30) day notice of any transfers or shift changes so that the said employee has the time to arrange changes in his/her personal hardships that are related to this transfer or shift change.

**ARTICLE VI - OVERTIME**

**A. Regular Overtime and Rate of Pay:**

Extra-duty assignments which call for Custodial and Maintenance Services in excess of the normal eight hour work shift, shall be paid at the rate of one and one-half times the individual's regular hourly rate of pay for all hours beyond eight (8) hours per day.

**B. Saturday Overtime:**

Extra-duty assignments, which call for custodial, and maintenance services on Saturday, shall be paid at the rate of one and one-half times the individual's regular hourly rate of pay.

**C. Sunday and Holiday Overtime:**

Sunday and holiday work will be compensated at double time. The employee can elect to have compensation for this time in salary or compensatory time. If taken in compensatory time, it will also be paid in double time and the scheduling will be mutually agreeable with the Supervisor of Buildings and Grounds. This provision also applies if called in on an "in lieu of" day.

**D. Overtime Rotation:**

Overtime assignments in all schools shall rotate in alphabetical order to insure all qualified employees, i.e., black seal license, a fair share of the overtime. Saturday overtime can also be paid in compensatory time at time and one-half.

**E. Jury Duty:**

There shall be no loss of pay for serving on jury duty. Employees who work the night shift shall not be asked to report for work if they have served on jury duty during the day.

**F. Bus Driver Extra Duty Assignments:**

1. Weekdays

Mid-day runs and field trip rotations will commence with the driver with the least number of regular hours and continue the rotation in that manner in an equitable fashion (e.g. Begin with the 5 regular hrs., then 5.5 regular hrs., then 6 regular hrs., etc.)

2. Weekdays and Holidays--

a. Assignments which are scheduled each year according to the district calendar will rotate alphabetically from A-Z. Drivers will receive the annual proposed schedule rotation in writing one week before the first day of school. This schedule will be verified and initialed by the drivers and returned by the first day of school. If changes are made in the schedule by the drivers prior to initialing it, those drivers will put said changes in writing and forward them to the supervisor. Once schedule is initialed, it constitutes commitment to the assignment.

b. Unscheduled assignments will be rotated alphabetically from A to Z.

3. Substitutes

If substitutes are needed in an emergency situation, substitutes will be called from the A-Z list. Because time is of the essence in emergency substituting, the supervisor must talk to the driver to confirm the run.

4. Driver Responsibility

a. If a driver refuses to do an assignment, or if an assignment is canceled, the rotation continues in order.

b. If an employee fails to show up without notification or just cause, the employee will be removed from the rotation for a period of six (6) months after the third refusal of extra duty assignments. July and August will not be counted as part of the six (6) months.

c. If an employee refuses to do three assignments without reasonable explanation, the employee will be removed from the rotation for a period of six (6) months after the third refusal of extra duty assignments. July and August will not be counted as part of the six (6) months.

5. When a bus driver is given an extra duty assignment, his/her response will be to accept or refuse the assignment. If the driver refuses an assignment, he/she must report to the office to sign the refusal. A copy of the refusal is available on request. If the driver is unavailable due to an unforeseen emergency situation he/she shall submit a written request to be excused from an assignment. The Supervisor will consider the request and reply by accepting or denying the request. If the request is denied the employee will be charged with a refusal.

6. The Association President will receive a list of all trips, scheduled and unscheduled, upon request to the supervisor.

## ARTICLE VII - EMPLOYEE ABSENCE

### A. Annual Sick Leave:

1. Each full time, 12 month employee, shall be allowed 12 days each year due to personal illness; 10 month employees shall be allowed 10 days each year due to personal illness. Any unused days of sick leave shall accumulate from year

to year with no maximum limit to be used for additional sick leave as needed in subsequent years.

2. Members shall be given a written accounting of accumulated sick leave days no later than September 15th of each school year.
3. The Board reserves the right to request an employee to provide a doctor's note which substantiates his/her absence. Medical notes shall be provided when an employee is absent three (3) or more days.

**B. Accumulated Unused Sick Leave at Retirement:**

1. Members, upon retirement, shall receive compensation for unused accumulated sick leave, computed on the basis of \$35.00 per each unused day.
2. To qualify for the above, an individual must have at least 50 days accumulated and four years service in the district and be at least 55 years of age.
3. A custodian or maintenance person shall be considered retired when he/she submits an application for retirement to the Pension Fund of which he/she is a member and the application is approved by the Pension Fund, thereby placing the individual on its rolls.

**C. Personal Leave:**

1. Each employee who has three (3) or more years of service, shall be granted three (3) days absence each year for the purpose of attending to urgent and unavoidable personal business; employees with less than three (3) years shall be granted two (2) days absence.
2. Personal leave is not intended for vacation, personal convenience, or pleasure. If the use of a personal day is proven abused, the employee's salary for that day shall be returned to the Board of Education.
3. Unused personal days shall accumulate as sick days.
4. Except in cases of emergency, personal days shall be requested at least three (3) days in advance.

**D. Death in the Immediate Family:**

Upon the death of a member of the immediate family of the employee, said employee may be granted up to five (5) school days leave without deduction of pay. Immediate family shall be interpreted as meaning husband, wife, children, mother, father, mother-in-law, father-in-law, sister, brother, grandmother, grandfather or others residing in the same domicile at time of death or illness.

**E. Death Outside of Immediate Family:**

Death of a relative outside immediate family - Each employee shall be allowed absence of one day on one occasion per contract year, without deduction of pay,

upon death of relative not in the immediate family. Absence above this time shall be construed as personal business.

**F. Illness in Family:**

Serious illness in immediate family - Each employee shall be allowed two days leave without deduction of pay.

**G. Government Mandates:**

There shall be no deduction of pay for absence due to recognized government mandates over which employee has no control. Summons to answer violations of law, due to personal reasons, shall not be construed as coming under this heading.

**H. Application for Leave:**

Employees applying for leave shall apply to:

Maintenance: To Supervisor of Buildings and Grounds and to Superintendent of Schools.

Custodians: To building principal, Supervisor of Buildings and Grounds and to Superintendent of Schools.

**I. NJEA Convention:**

Association officers shall be allowed time off with pay to attend the NJEA Convention.

**J. Negotiations:**

With the consent of the Supervisor of Buildings and Grounds, members of the negotiating team may negotiate during working hours.

## ARTICLE VIII - EVALUATION

**A. Purpose of Evaluation:**

An evaluation report of each member of the Buildings and Grounds Department shall be prepared annually and submitted to the Superintendent of Schools for his review and recommendations. The Board and the Association recognizes that evaluation can be useful in retention, guidance, and promotion of staff members and is a guide to each member in the area of self-improvement.

1. Each employee shall be shown a copy of their ratings or any other written evaluation of their work, prepared by the Supervisor of Buildings and Grounds, and shall be given the opportunity to discuss the ratings with the evaluator and append their comments before it is submitted to the Superintendent of Schools.
2. All such written evaluations must bear the signatures of both the evaluator and the employee and shall be placed in the personnel file of the employee.

3. The evaluation report shall be used as a guide of the employee's competency and the basis of the Superintendent's recommendation for advancement to the next step of the Salary Guide. Advancement is not automatic and is dependent upon the performance as indicated in the evaluator's report.
4. Each employee shall receive a copy of the written evaluation, which is on file with the Superintendent of Schools, for his/her personal record.

**B. Evaluation of New Employees:**

New Employees shall be subject to a ninety (90) day probationary period. During this period, the employee's immediate supervisor and the Supervisor of Buildings and Grounds shall evaluate the employee's performance. Upon completion of the ninety (90) day probationary period and based on a satisfactory evaluation of the employee's performance, the Supervisor of Buildings and Grounds shall recommend the employees continued employment. At any time during the ninety (90) day probationary period, and based on an unsatisfactory evaluation of the employee's performance, the Supervisor of Buildings and Grounds shall recommend the employee's termination.

**C. Promotional Interviews:**

Interviews will be granted to all unit members who apply for promotional positions as long as they meet the requirements for the position.

## **ARTICLE IX - FRINGE BENEFITS**

**A. Insurance:**

1. The Board agrees to provide medical insurance for each employee and dependent through the School Employees Health Benefits Program subject to the contributions required by law.
2. Selected Dental Service Plan as follows:  
  
The Board of Education agrees to provide a Dental Service Plan for each employee and dependent which is comparable to the plan that was in effect for the 2012-13 school year.
3. Selected Prescription Plan as follows:  
  
The Prescription plan will be provided by the Board and shall be a \$15.00 for 30 day retail generic, \$20.00 for 30 day retail brand, and -0- for 90 day mail order. These amounts will be the same for each of the three years of this agreement.
4. Selected Optical Plan as follows:  
  
The optical plan will be provided by the Board which is comparable to the plan that was in effect for the 2012-13 school year.



5. Effective September 1, 1991, contracted part-time employees will receive medical benefits according to a schedule based on contributions from the Board of Education at a rate equal to the employee's full time equivalent (FTE). The remaining portion of the premiums will be paid by the employee. If the employee elects not to contribute to the premium, the Board will not be responsible to provide partial coverage or reimbursement.

The above is exclusive of primary hospital and major medical coverage.

**B. Uniform Allowance:**

Regular members of the Department of Buildings and Grounds shall be issued uniforms in accordance with the following regulations:

1. New Employees – Five (5) sets of uniforms (one set will consist of one shirt and one pair of slacks or skirt or one piece uniform) or five (5) smocks.
2. Annual replacement shall consist of five (5) full sets per person per year. Employees are expected to launder and maintain their own uniforms throughout the school year. Those who use smocks shall be entitled to five (5) smocks per year. Those who use smocks or T-Shirts shall be entitled to five (5) smocks or T-shirts and not entitled another uniform.
3. Custodial, Maintenance and Bus Driver personnel shall report for duty each school day dressed in the prescribed uniform that is clean and neat in appearance. If the employee does not comply with this requirement, he/she shall be sent home without pay for the day.
4. Adequate foul weather gear will be provided in each school.
5. T-Shirts to be worn during the summer break or by approval of the supervisor.

**C. Uniform Maintenance Allowance:**

1. The uniform allowance shall be provided as follows:

2013-14 - \$375  
2014-15 - \$375  
2015-16 - \$375  
2016-17 - \$375  
2017-17 - \$375

Uniform allowance will be payable in the final paycheck of the school year.

**D. Footwear Reimbursement:**

Employees may opt to purchase work shoes (exclusive of sneakers). The Board of Education will reimburse the employee \$50.00 annually for the purchase of such work shoes (exclusive of sneakers). Requests for reimbursement must include an original receipt.

**ARTICLE X – VACATION POLICY**

**A. Vacation Entitlement:**

The policy which governs the vacation program of Custodial and Maintenance personnel shall be as follows:

1. Two weeks vacation after completing one full year of service in the district.
2. Three weeks vacation after completing five full years of employment in the district.
3. After ten full years of employment, the individual shall receive one additional day of vacation for each year of the succeeding five years of employment.
4. Four weeks vacation after completing fifteen full years of employment.

**B. Vacation Entitlement for Partial Year:**

When an employee is hired after July 1, vacation shall be prorated in the first year. The anniversary date shall be used to compute vacation entitlement based on the schedule above.

For example:

An employee hired on 1/1/98 will have earned five vacation days (prorated) as of 6/30/98. These 5 days can be used between 7/1/98 and 6/30/99. Each succeeding year the employee will earn 2 weeks vacation, which will become available on 7/1 of each year. At the employee's 5th year anniversary, 1/1/2003, the employee will then have access to one additional week. On July 1, 2003, the employee will then have access to two more vacation weeks. Starting the 6th year, the employee will then have access to 3 weeks vacation on every July 1 of each year. On their 10th year anniversary date, the employee will have access to one additional day on their anniversary date; the employee will have access to one additional day on their anniversary date of each succeeding year for 5 years.

1/1/98		6/30/98	5 Days to be used between 7/1/98 - 6/30/99
7/1/98	(1yr)	6/30/99	2 Weeks to be used between 7/1/99 - 6/30/00
7/1/99	(2 yrs)	6/30/00	2 Weeks to be used between 7/1/00 - 6/30/01
7/1/00	(3 yrs)	6/30/01	2 Weeks to be used between 7/1/01 - 6/30/02
7/1/01	(4 yrs)	6/30/02	2 Weeks to be used between 7/1/02 - 6/30/03
Come 1/1/03 (5 year anniversary date) will have access to 1 week			
7/1/02	(5 yrs)	6/30/03	2 Weeks to be used between 7/1/03 - 6/30/04
7/1/03	(6 yrs)	6/30/04	3 Weeks to be used between 7/1/04 - 6/30/05
7/1/04	(7 yrs)	6/30/05	3 Weeks to be used between 7/1/05 - 6/30/06
7/1/05	(8 yrs)	6/30/06	3 Weeks to be used between 7/1/06 - 6/30/07
7/1/06	(9 yrs)	6/30/07	3 Weeks to be used between 7/1/07 - 6/30/08
Come 1/1/08 (10 year anniversary date) employee will have access to one additional vacation day that year and each succeeding year until their 15 year anniversary date.			
7/1/07	(10 yrs)	6/30/08	3 Weeks to be used between 7/1/08 - 6/30/09
7/1/08	(11 yrs)	6/30/09	3 Weeks to be used between 7/1/09 - 6/30/10
7/1/09	(12 yrs)	6/30/10	3 Weeks to be used between 7/1/10 - 6/30/11
7/1/10	(13 yrs)	6/30/11	3 Weeks to be used between 7/1/11 - 6/30/12
7/1/11	(14 yrs)	6/30/12	3 Weeks to be used between 7/1/12 - 6/30/13

Come 1/1/13 (15 year anniversary date) will have access to 1 week			
7/1/12	(15 yrs)	6/30/13	3 Weeks to be used between 7/1/13 - 6/30/14
6/1/13	(16 yrs)	6/30/14	4 Weeks to be used between 7/1/13 - 6/30/14

**C. Vacation Carry Over:**

A maximum of ten (10) vacation days may be carried over (for banking purposes) to future contract years. These days cannot accumulate beyond July 1 of any school year except and unless an employee is asked to defer vacation time by the Superintendent or his designee and the employee accepts the request.

**D. Vacation**

No more than two (2) custodians per building and four (4) maintenance employees in the district shall be permitted to take vacation days during the last two weeks of August. In the event that there are more custodians and/or maintenance employees seeking to take vacation during this period, vacations will be assigned on a rotating basis.

**ARTICLE XI - PERSONAL SAFETY - EMPLOYEE ALONE IN BUILDING**

Every effort shall be made to ensure that no maintenance/custodial employees are left alone in the building.

**ARTICLE XII - BUS DRIVER LICENSE COMPENSATION AND SAFE DRIVING**

**A. Bus Driver License Fees:**

Members of the Department of Buildings and Grounds designated as bus drivers and who qualify for a bus driver's license, shall have the original and renewal of this bus driver's license fee paid by the Board of Education.

**B. Bus Driver Perfect Driving Record:**

1. Employees primarily assigned as bus drivers may receive \$300.00 per year for having a perfect driving record. Perfect driving record shall be understood to mean no accidents and no traffic violations while acting in their capacity as bus drivers.
2. This award shall be identified on the paycheck.
3. The Superintendent, at his discretion, may waive an incident that is not the fault of the driver.

**ARTICLE XIII - ANNUAL PHYSICAL EXAMINATION**

Every member of the Custodial and Maintenance Department shall submit to an annual physical examination conducted by the school physician at Board of Education expense.

The employee must pass the annual physical examination to qualify for consideration as a continuing member of the school staff.

**ARTICLE XIV- HOLIDAYS**

- A. Legal holidays as listed below which coincide with the school calendar shall be paid holidays for custodial and maintenance personnel, but in any case, the Board guarantees fourteen (14) paid holidays per year for custodial and maintenance personnel.
- B. When the school calendar provides for school closing on Friday or Monday in celebration of a legal holiday occurring on Saturday or Sunday, the holiday entitlement shall apply to custodial and maintenance personnel.
- C. The following are to be considered holidays as applied to the policy indicated above:

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

If school is open on any of these days, the Superintendent of Schools shall set a day to be used "in lieu of" the guaranteed holiday. Compensation days for holidays worked shall be determined by mutual consent between the Superintendent and the Association.

- D. Bus Drivers shall receive the following six (6) holidays: Good Friday, Labor Day, Thanksgiving Day, Christmas Eve, Christmas Day and New Year's Day. Should bus drivers be asked to work on any of these days, the rate of pay will be time and one-half plus the day.

**ARTICLE XV- SAVINGS CLAUSE**

Should any provisions of this Agreement be found illegal or unenforceable by any Court or Agency of competent jurisdiction, or by virtue of any enacted legislation, the remaining provisions of this Agreement shall remain in full force and effect.

**ARTICLE XVI - EMPLOYEE AND BOARD RIGHTS AND RESPONSIBILITIES**

**A. Renewal of Contract:**

No member of the Association shall be reduced in rank nor suffer any loss in pay without just cause and unless the following procedures are followed:

1. Whenever any employee is required to appear before the Superintendent or his/her designee, the Board of Education, or any committee or member of the Board authorized to investigate, recommend or impose disciplinary action, concerning any matter which could adversely affect the continuation of that

employee in his/her office, position or employment, or his/her salary or increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise and represent him/her during such meeting or interview.

2. All employees shall be notified regarding the renewal or non-renewal of their contracts of employment and of their salary status for the ensuing school year no later than May 30th.
3. Upon request, any employee whose contract of employment is not renewed for the following school year shall receive in writing, the specific reasons for this action.

**B. Withholding of Increment:**

1. No administrator shall recommend withholding an employee's increment unless the employee is also notified and given reasons why his/her increment is in jeopardy. Written notification regarding the reasons for such action must be given to the employee by May 30th of the school year.
2. Any increment withheld may be restored upon petition by the employee to the Superintendent of Schools, the Superintendent shall recommend to the Board of Education whether the increment shall be restored or withheld. However, the final decision shall rest with the Board.
3. No increment will be withheld unless this procedure is followed.
4. Nothing herein shall be construed to restrict or limit the Board's managerial right to lay-off employees for reasons of economy and efficiency.

**C. Managerial Rights of the Board:**

The Association and the Board agree that the following subjects are within the managerial rights of the Board:

1. The right to determine the size of the district work force.
2. The right to determine work standards and to control the quality of district services.
3. The right to determine when and whether to fill job vacancies subject to the provisions of the contract.
4. The right to discipline and discharge employees subject to contract and grievance procedures.
5. The right to evaluate the work performance of employees.
6. The right to evaluate new employees subject to a ninety (90) day probationary period.

**D. Notice of Discontinuance of Employment:**

Notice of discontinuance of employment shall be thirty (30) days as of July 1, 1996, except for disciplinary reasons, which shall be ten (10) days.

**E. Notice of Voluntary Termination:**

Employees must provide the Board of Education with a minimum of ten (10) days notice of voluntary termination. In the event the employee provides less than ten (10) days notice, the Board of Education will deduct from their final paycheck (including their accumulated vacation payable) one day's pay for each day less than the ten (10) days of required notice.

**F. Boiler Operator's License Required:**

All maintenance and custodial personnel hired after July 1, 2000 shall be required to obtain and maintain their Boiler Operator's License. If after a period of two (2) years from the date of his or her employment, the employee fails to obtain or maintain their Boiler Operator's License, the Board of Education shall have the right to terminate his or her employment.

**G. Uniforms Required:**

Employees shall be required to wear their issued work uniforms. During the summer break and with the approval of the Supervisor of Buildings and Grounds, non-issued clothing may be worn.

**ARTICLE XVII - REPRESENTATION FEE**

**A. Purpose of Fee:**

If an employee does not become a member of the Association during any dues year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative. Membership in the Association shall be open to all employees on an equal basis.

**B. Notification and Amount of Fee:**

Prior to the beginning of each dues year, the Association will 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 the dues year and shall provide the Board with a copy of the "demand and return system" established by the Association pursuant to N.J.S.A. 34:13A-5.6. The representation fee to be paid by non-members will be computed annually by the Association in accordance with N.J.A.C. 19:17-3.4. The Board shall be notified of the amount of said representation fee.

**C. Payroll Deduction Schedule:**

The Board will deduct the representation fee in prorated installments from the paychecks paid to each bargaining unit employee listed by the Association as a non-member. The deduction will begin with the first paycheck paid:

1. Ten (10) days after receipt of the aforesaid list by the Board, or

2. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was re-employed in the bargaining unit from a re-employment list, in which event the deduction will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.
3. Procedures - Except as otherwise provided in this Article, the procedures for the deduction of representation fees and the transmission of such fees to the Association will be the same as those used for the deduction and transmission of regular membership dues to the Association.
4. Changes - The Association will notify the Board in writing of any changes in the list of non-member unit employees and/or the amount of the representation fee, and such changes will be reflected in any deduction made more than ten (10) days after the Board receives said notice, subject, however, to the thirty (30) day waiting period for new bargaining unit employees described in paragraph C-2 above.
5. New Employees - On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

**D. Deduction of Fees from Non-Member Employees:**

The Association agrees to save the Board of Education, its members, agents and officers harmless from any and all claims related to or arising out of the deduction and transmission of representation fees from non-member employees and to fully indemnify the Board of Education, its members, agents and officers for any and all expenses, fees or costs incurred in connection with any such claim.

**ARTICLE XVIII - DURATION OF AGREEMENT**

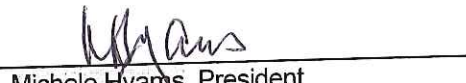
- A. This agreement shall be effective as of July 1, 2010, and shall continue in effect until June 30, 2013, subject to the Association's right to negotiate over a successor agreement as provided in Article II. This agreement shall not be extended orally and it is expressly understood that it shall expire on the date indicated, unless extended in writing.
- B. In witness whereof the parties hereto have caused this agreement to be signed by their respective corporate officers attested by their respective secretaries and the corporate seals to be placed hereon, all on the day and year first above written.

HAWTHORNE CUSTODIAL, MAINTENANCE AND  
BUS DRIVERS' ASSOCIATION

HAWTHORNE  
BOARD OF EDUCATION

  
Ramon Figueroa, President

9-9-14  
Date

  
Michele Hyams, President

9/19/14  
Date

  
Scott Stoll, Secretary

9-9-14  
Date

  
Dr. Joseph R. Amatuzzi, Interim  
SBA/Bd. Secretary

9/19/14  
Date



**APPENDIX A**

**CUSTODIAN GUIDE** Everyone remains on their step for years 2016-17 and 2017-18

Step	2013-14	2014-15	2015-16	2016-17	2017-18
1	31,767	31,882	31,887	32,752	33,634
2	32,567	32,582	32,587	33,452	34,334
3	33,567	33,282	33,287	34,152	35,034
4	34,567	34,207	34,037	34,902	35,784
5	35,592	35,232	35,062	35,927	36,809
6	36,642	36,262	36,162	37,027	37,909
7	37,392	37,262	37,262	38,127	39,009
8	38,167	38,262	38,412	39,277	40,159
9	38,942	39,332	39,577	40,442	41,324
10	39,742	40,407	40,777	41,642	42,524
11	40,792	41,482	41,982	42,847	43,729
12	41,707	42,297	42,882	43,747	44,629
13	42,607	43,297	43,782	44,647	45,529
14	43,607	44,307	44,807	45,672	46,554

P/T Cust. \$12.50/HR  
 NCust. \$850  
 HNCust \$850 + \$500  
 NMaint \$850

**BOILER LICENSE:**  
 Hire Date  
 Prior to 7/01/93 \$400  
 7/01/93 to 6/30/94 \$300  
 7/01/94 to 6/30/95 \$150  
 After 6/30/95 -0-

**MAINTENANCE/ HCUSTEL, HCUSTMS GUIDE**

Everyone remains on their step for years 2016-17 and 2017-18

Step	2013-14	2014-15	2015-16	2016-17	2017-18
1	36,067	36,182	36,187	37,052	37,394
2	36,867	36,882	36,887	37,752	38,634
3	37,867	37,582	37,587	38,452	39,334
4	38,867	38,507	38,337	39,202	40,084
5	39,892	39,532	39,362	40,227	41,109
6	40,942	40,562	40,462	41,327	42,209
7	41,692	41,562	41,562	42,427	43,309
8	42,467	42,562	42,712	43,577	44,459
9	43,242	43,632	43,877	44,742	45,624
10	44,042	44,707	45,077	45,942	46,824
11	45,092	45,782	46,282	47,147	48,029
12	46,007	46,697	47,182	48,047	48,929
13	46,907	47,597	48,082	48,947	49,829
14	47,907	48,607	49,107	49,972	50,854

**HMAINTENACE, HCUSTHS GUIDE**

Everyone remains on their step for years 2016-17 and 2017-18

Step	2013-14	2014-15	2015-16	2016-17	2017-18
1	44,667	44,782	44,787	45,652	46,534
2	45,467	45,482	45,487	46,352	47,234
3	46,467	46,182	46,187	47,052	47,934
4	47,467	47,107	46,937	47,802	48,684
5	48,492	48,132	47,962	48,827	49,709
6	49,542	49,162	49,062	49,927	50,809
7	50,292	50,162	50,162	51,027	51,909
8	51,067	51,162	51,312	52,177	53,059
9	51,842	52,232	52,477	53,342	54,224
10	52,642	53,307	53,677	54,542	55,424
11	53,692	54,382	54,882	55,747	56,629

**BUS DRIVERS**

<b>Step</b>	<b>2013-14</b>	<b>2014-15</b>	<b>2015-16</b>	<b>2016-17</b>	<b>2017-18</b>
1	\$22.21/HR	\$22.82/HR	\$23.38/HR	\$23.88/HR	\$24.40/HR
2	\$23.21/HR	\$23.82/HR	\$24.38/HR	\$24.88/HR	\$25.40/HR
3	\$24.21/HR	\$24.82/HR	\$25.38/HR	\$25.88/HR	\$26.40/HR

All employees receive 3% longevity after achieving ten (10) years of service and 5% longevity after achieving fifteen (15) years of service. The increase will be effective the July 1<sup>st</sup> immediately following the employee's anniversary date.

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