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Contract No. 240
1990-92

B-10

AGREEMENT
BETWEEN THE BOARD
AND THE
CUSTODIAL/MAINTENANCE ASSOCIATION

1. RECOGNITION

The Board of Education recognizes the Kinnelon Custodial and Maintenance Association as the exclusive representative for collective bargaining concerning the terms and conditions of employment for all custodians, driver, and maintenance employees.

2. SUCCESSOR AGREEMENT

Not later than the date required by PERC the Board and the Association shall enter into negotiations over a successor agreement.

Negotiations will commence with a meeting between the parties at which time the parties shall present their total proposals for the successor agreement.

3. GRIEVANCE PROCEDURE

A. Definition: The term "grievance" means a complaint by any unit member or the Association that, as to that employee there has been a personal injury or loss because of any administrative decision or an unjust application, interpretation or violation of a Board policy or this Agreement.

B. Grievances shall be filed within fifteen (15) calendar days of their occurrence.

C. Procedure

1. Step One

a. An employee with a grievance shall first discuss it with his immediate supervisor and his principal, either directly or through the Association's designated Representative, with the objective of resolving the matter informally.

x 1/1/90 - 6/30/92

- b. If the matter is not resolved informally within fourteen (14) days, the employee shall present his complaint in writing to his immediate supervisor or building principal, whichever is applicable, on the sample form attached hereto as Appendix A.

2. Step Two

If the aggrieved person is not satisfied with the disposition of this grievance at Step One, or if no decision has been rendered within ten (10) days after presentation of the grievance, he may file the grievance in writing with the Association. The Association or the aggrieved person may then refer the grievance within ten (10) days to the Business Administrator.

3. Step Three

If the aggrieved person is not satisfied with the disposition of the grievance at Step Two, or if no decision has been rendered within ten (10) days after the grievance was delivered to the Business Administrator, said aggrieved person may appeal within ten (10) days to the Board of committee of the Board by submitting to the Board Secretary a request in writing that the Board hear the matter at the earliest opportunity. The President of the Board shall schedule review of the appeal at an executive session or special meeting with the proviso that the review be made no later than thirty (30) days after the date of receipt of the written request. The Board shall submit a written response within fourteen (14) days of the review.

D. Miscellaneous

1. Any party of interest may be represented to all stages of the grievance procedure by himself, or at his option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure. The Board may be represented by any representative of its own choosing.
2. If, in the judgment of the Association, a grievance affects a group or class of employees in more than one work location the Association may submit such grievance in writing to the Business Administrator directly and the processing of such grievance shall be commenced at Step Two.

3. Decisions rendered at Step One which are unsatisfactory to the aggrieved person and all decisions rendered at Steps Two and Three of the grievance procedure shall be in writing. Such decisions shall set forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association.
4. All documents, communications and records dealing with processing of a grievance shall not be included in the employee's personnel folder.

4. FIREMAN'S LICENSE

- A. Personnel who hold a Black Seal Fireman's License shall post the license in the boiler room.
- B. Employees who do not hold a Black Seal License will be permitted to attend the required classes to obtain the license. The Board shall pay for the cost of enrollment one time. The starting and ending time of the workday for employees on the afternoon shifts will be adjusted to permit attendance at the Black Seal School without loss of pay. The employee shall work four (4) hours on Black Seal School days.
- C. Employees hired after January 1, 1987 may be discharged without recourse to the grievance procedure if the employee fails to obtain a Black Seal License within one (1) year of his/her employment date.

5. HEALTH BENEFITS

Family N.J. Blue/Cross Blue/Shield, Rider J., Major Medical and Family N.J. Dental Service Plan or equivalent with no deductible.

6. PERSONAL ILLNESS

All contract personnel shall be entitled to one (1) sick leave day per month. Unused sick leave shall be accumulated from year to year with no maximum limit.

7. TEMPORARY LEAVES OF ABSENCE

- A. All contract personnel shall be entitled to two (2) personal business days per year with prior approval; one with a reason, one without, at least two days in advance. Ten (10) additional days for family illness and/or death in the family will be granted with approval of the building principal and business

administrator. Family for family illness is defined as parent, spouse, child and siblings if the sibling lives in the same household. Family for bereavement is defined as parent, spouse, child, sibling, or in-laws. Up to two (2) days listed in this subsection may be used in the event of death of any of the following family members: mother/father-in-law, grandparent and grandchild.

- B. Unused personal days will accumulate as sick leave days for possible use as sick leave days in future years, or for possible conversion at retirement. Also, members of the unit who do not utilize any family illness days will be credited with one (1) additional day of accumulated sick leave.

8. VACATIONS

- A. Two (2) weeks vacation during July or August after one year of service. The last week in August will not be available for vacation. (Vacation period shall be approved by the head custodian, building principal and business administrator.) For less than one (1) year of service, vacation shall be prorated.
- B. After eight (8) years of service, an employee will receive three (3) weeks of vacation per year and after thirteen (13) years of service, four (4) weeks vacation. All vacation is subject to approval of the building principal and business administrator.
- C. Ten-month custodian will be entitled to seven (7) days vacation pay.

9. HOLIDAYS

- A. Holidays listed below will be afforded on the day listed in the school calendar. Should the holidays listed below fall on a Sunday, the following Monday will serve as the holiday (in keeping with the practice prescribed by the State of New Jersey N.J.S.A. 36:1).
- B. All full-time (8 hours per day) twelve (12) month personnel covered by this contract will receive fourteen (14) paid holidays per year. The fourteen (14) paid holidays shall include:

Independence Day
Labor Day
Thanksgiving Day
Day after Thanksgiving
New Year's Day
Memorial Day

The remaining eight (8) holidays will be scheduled by the Board at the time the school calendar is set. These dates will be subject to change in the event of emergency school closings with a minimum of two (2) weeks' notice of the change to be given to employees. The holiday schedule will be distributed to each employee the month of July.

10. EMERGENCIES

Personnel called in on emergencies and/or for other reasons (excluding building checks) shall be paid for a minimum of two (2) hours at time and one-half (1-1/2) their regular hourly rate and at double time on Sundays and holidays.

11. UNIFORMS

Four (4) sets of uniform work clothes and one (1) pair of shoes shall be provided for each contract employee at a cost not to exceed \$200 for custodians and \$225 for maintenance personnel in 1990-91 and not to exceed \$225 for custodians and \$250 for maintenance personnel in 1991-92. Prior approval of the Business Administrator is needed if custodians want to purchase anything other than what is listed above.

12. Any work over eight (8) hours per day and/or forty (40) hours per week shall be compensated at the rate of one-and-one-half times (1-1/2) of the employee's hourly rate; paid leaves of absences and holidays are included in the forty (40) hours. Employees working overtime in excess of six (6) hours in one week will not be granted personal days the following week unless the personal day was scheduled prior to the overtime being scheduled. All work performed on Sundays and holidays as listed in this agreement shall be paid for at two (2) times the regular hourly rate.

13. Any hourly employee working at least thirty (30) hours per week on a continuous basis will be granted credit for vacation purposes from the date of original employment if the individual is eventually hired on a contract basis.

14. NEW EMPLOYEES

For all new contract employees, there will be a thirty (30) day trial period. During the trial period, termination may occur at any time. After the trial period is complete, these thirty (30) days will count toward vacation credit.

15. Head custodians or an alternate who is approved in advance by the Business Administrator will be responsible for checking the school each day school is not open from

November 1st through March 31st. When the building check is performed by someone other than the head custodian there will be a pay adjustment as follows:

High School	\$15.00
Pearl Miller	\$14.00
Stonybrook	\$13.00
Kiel School	\$12.00

The head custodian pay will be reduced and the alternates pay will be increased by these amounts.

16. Whenever any employee retires from the Kinnelon School District under the terms of PERS or TPAF Pension Funds, they will be reimbursed as follows: During 1990-91 \$25.00 per day of accumulated and unused sick leave, during 1991-92 \$30.00 per day of accumulated and unused sick leave. Notification of retirement must be given prior to December 1st of year before actual retirement. Payment will be made during July in the next budget year. If notification takes place after December 1st, payment will be made as soon as possible in the next budget year.
17. On snow days when blizzard conditions exist (decided by Business Administrator), employee hours will be from 8:30 a.m. to 3:30 p.m. This section shall also apply to other emergencies as determined by the Business Administrator.
18. PROMOTIONS AND OTHER JOB OPENINGS

All job openings to be posted for a minimum of five work days. Interviews for promotional positions will be granted to unit members who apply.
19. ASSOCIATION RIGHTS

Transacting Association business, use of school building, facilities and equipment, and use of inter-school mail, as long as the above do not interfere with normal school operations or the employees' duties.
20. WAGES

See attached Salary Guides

SALARY GUIDE 1990-91

<u>STEP</u>	<u>CUSTODIAL</u>	<u>MAINTENANCE</u>
1	15768	17411
2	16863	18506
3	17958	19600
4	19053	20696
5	20148	21791
6	21353	22995
7	22557	24200
8	23762	25404
9	24960	26609
10	26280	27704

STIPENDS

Black Seal	\$ 548
Maintenance Mechanic	\$1095

HEAD CUSTODIAN

Kiel	\$ 986
Stonybrook	\$1095
Pearl Miller	\$1369
High School	\$1643

LONGEVITY

25 years	\$1750
15 years	\$ 750

SALARY GUIDE 1991-92

<u>STEP</u>	<u>CUSTODIAL</u>	<u>MAINTENANCE</u>
1	16052	17850
2	17250	19048
3	18448	20246
4	19646	21442
5	20844	22641
6	22042	23839
7	23360	25157
8	24677	26475
9	25996	27792
10	27306	29110
11	28750	30308

STIPENDS

Black Seal	\$ 600
Maintenance Mechanic	\$1198

HEAD CUSTODIAN

Kiel	\$1079
Stonybrook	\$1198
Pearl Miller	\$1498
High School	\$1797

LONGEVITY

25 years	\$1750
15 years	\$ 750

21. DURATION

July 1, 1990 to June 30, 1992.

Base salary, overtime, and longevity are retroactive to July 1, 1990.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, and attested by their respective secretaries, on the day and year first written above.

KINNELON CUSTODIAN/MAINTENANCE
ASSOCIATION

Robert J. Brooks

President

Robert F. Riecke

Secretary

KINNELON BOARD OF
EDUCATION

President

Secretary