

AGREEMENT

HILLSDALE BOARD OF EDUCATION

AND

SCHOOL FACILITY SUPERVISORS/SUPERVISOR OF MAINTENANCE

July 1, 2008 through June 30, 2011

PREAMBLE

This Agreement is made and entered into this First Day of July, 2008, by and between THE HILLSDALE BOARD OF EDUCATION, a body corporate and politic of the State of New Jersey, having offices located at 32 Ruckman Road, Hillsdale, New Jersey 07642 (hereinafter referred to as "BOARD") and The School Facility Supervisors and Supervisor of Maintenance (hereinafter referred to as Supervisors), pursuant to Chapter 123 Public Laws of 1968, which provides for an agreement between the Board and the Supervisors with respect to the terms and conditions of employment.

ARTICLE I -- AGREEMENT

- A. Both parties agree that said employees shall perform the duties of Supervisor of Maintenance and School Facility Supervisor in and for the Hillsdale Public School District as prescribed by the rules and regulations established by the Board of said District.
- B. The Supervisors shall have the appropriate experience and knowledge to act in accordance with the Board adopted job description for the School Facility Supervisor and Supervisor of Maintenance positions.
- C. All Supervisors must obtain a Fireman's Low Pressure Boilers License (Black Seal) and if hired after 2002, a CDL School Bus Drivers License.
- D. Supervisors will be offered a yearly contract which expires on June 30 of each year. New Contracts are issued for the year beginning July 1 and ending June 30.
- E. Notification of Status shall be given on or before May 31 of each year.

The Board shall give to each employee either:

- (1) A Written offer of a contract for employment or,
- (2) A written notice that such employment shall not be offered.

Any Supervisor who receives a notice of non-employment may, within ten (10) days thereafter, request from the School Business Administrator/Board Secretary a written statement of reasons for the discharge.

ARTICLE I - AGREEMENT
(Continued)

Such statement of reasons shall be delivered by the School Business Administrator/Board Secretary to the Supervisor within ten (10) days of the filing of the request. The employee, within ten (10) days may appeal the decision of the School Business Administrator/Board Secretary to the Superintendent of Schools. The Superintendent of Schools will render a decision on the appeal within ten (10) days. The decision of the Superintendent of Schools will be final.

F. New Employees (Hired after July 1, 2005)

New employees shall serve a probationary period of ninety (90) days before a contract is issued. The services of new employees may be terminated upon one week's notification by either the employer or the employee. Probationary employees will not be eligible for paid vacation days, sick days, temporary leave days, as stated in Article V and VI, during the 90-day probationary period.

ARTICLE II -- PROCEDURES

- A. This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.
- B. In the event that a new Agreement is not agreed to by the start of the new contract year, this existing Agreement will continue in effect.

Upon reaching a new Agreement, terms and conditions will be retroactive to the start of the new contact year.
- C. This Agreement may be terminated at any time by either party giving to the other thirty days' notice in writing.

ARTICLE III - GRIEVANCE PROCEDURE

Definition

A “grievance” shall mean a complaint by an employee of the Public School System or the School Facility Supervisors/Supervisor of Maintenance who claims that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or misapplication of the contract, an administration decision, including disciplinary determination, and/or an established policy governing the employees’ terms and conditions of employment. The term “grievance” shall not apply to:

- (a) Any matter for which a method of review is prescribed by law, or
- (b) any rule or regulation of the State Commissioner of Education, or
- (c) a complaint of an employee which arises by reason of his not being reemployed.

A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of its occurrence, assuming the employee could reasonably be expected to do so.

ARTICLE III - GRIEVANCE PROCEDURE

(Continued)

Procedure

Level One - Principal or Business Administrator (Informal)

Any employee who has a grievance shall discuss it orally with his Principal or Business Administrator in an attempt to resolve the matter informally at that level. If as a result of the discussion the matter is not resolved to the satisfaction of the employee within five (5) school days, he shall set forth his grievance in writing to the Principal or the Business Administrator/Board Secretary.

- (a) The nature of the grievance including what contract provisions, Board policy, or administrative decision is being grieved and what remedy is being sought.
- (b) The nature and extend of the injury, loss, or inconvenience.
- (c) The results of previous discussions.

The Principal or Business Administrator shall communicate his decision to the employee in writing within five (5) school days of receipt of the written grievance.

ARTICLE III - GRIEVANCE PROCEDURE

(Continued)

Level Two - Superintendent

The employee may appeal the Principal's or Business Administrator/Board Secretary's decision to the Superintendent of Schools within five (5) school days. The appeal to the Superintendent must be made in writing reciting the matter submitted to the Principal or Business Administrator/Board Secretary as specified above. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) school days. The Superintendent shall communicate his decision in writing to the employee.

Level Three - Board of Education

If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education within five (5) school days. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education within five (5) school days. The Board, or a committee thereof, shall review the grievance and may hold a hearing with the employee within thirty (30) calendar days of receipt of the grievance by the Board. The Board shall render a decision in writing within thirty (30) calendar days of receipt of the grievance by the Board or within thirty (30) calendar days of the date of the conclusion of the hearing with the employee.

ARTICLE III - GRIEVANCE
(Continued)

Level Four - Arbitrator

If the Supervisor is dissatisfied with the decision of the Board of Education, the Supervisor may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than two weeks after the decision in writing of the Board of Education was made known. Nothing in this Agreement shall prevent the Board and the Association from requesting arbitration on items which are in consonant with the definition of grievance. The following procedure will be used to secure the services of an arbitrator:

- (a) A request will be made to P.E.R.C. to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- (b) If the parties are unable to determine a mutually satisfactory arbitrator from the submitted list, they will request that P.E.R.C. submit a second roster of names.
- (c) If the parties are unable to determine, within ten (10) school days of the initial request for arbitration, a mutually satisfactory arbitrator from the second submitted list, P.E.R.C. shall be requested by either Party to designate an arbitrator.

ARTICLE III - GRIEVANCE
(Continued)

The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall only be advisory. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of the completion of the hearings.

Costs

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board of Education and the Supervisor. Any other expenses incurred shall be paid by the party incurring them.

ARTICLE IV -- SALARY

- A. Salaries for the Supervisors shall be set forth in this agreement.
- B. Increments are not automatically granted. A satisfactory rating upon evaluation by the Building Principal or Business Administrator/
Board Secretary is essential for an increase to be granted.
- C. The Supervisors shall be paid in twenty-four (24) semi-monthly installments for each twelve-month period of employment.
- D. When payday falls on or during a school holiday, vacation or weekend, the Supervisors shall receive his paycheck prior to the nonworking day or days.

ARTICLE V - SICK LEAVE AND TEMPORARY LEAVE OF ABSNECE

The Supervisors shall be entitled to the following leaves of absence with full pay each school year.

- A. Sick days shall be in accordance with Title 18A, Education, N.J. Statutes Annotated, excepting that twelve-month employees shall be entitled to twelve (12) cumulative sick days per year.
- B. Five days for personal, religious, legal business, paternity, household or family matters which require absence during school hours. Application to the Superintendent of Schools for the personal leave shall be made at least two days before taking such leave except in the case of an emergency. The Supervisors shall not be required to state reasons for taking such leave other than he is taking it under this section. These days will not be taken immediately prior to or immediately following a legal holiday or school holiday.
- C. Death in the Immediate Family - Up to five days at any one time in the event of death of a member's spouse, child, children-in-law, parent, parent-in-law, sister, brother, sister - or brother-in-law, or any other member of the immediate household.
- D. Death Outside the Immediate Family -- One day at any one time in the event of death of a relative. If death occurs at a distance, extended time for traveling may be granted by the Superintendent with pay.

ARTICLE V - SICK LEAVE AND TEMPORARY LEAVES OF ABSENCE

(Continued)

- E. Illness or Emergency in the Immediate Family -- Three (3) days' absence during any given school year without loss of pay for illness or emergency in the immediate family. In addition, the Supervisors may claim two (2) additional days at the rate of salary, during any school year for the same purpose.

- F. Military Service -- Time necessary when called into temporary duty of any unit of the U. S. Reserves or State National Guard, provided such obligations cannot be fulfilled on days when school is not in session.

This will be in accordance with statutory requirements.

ARTICLE VI - INSURANCE AND OTHER BENEFITS

- A. Health Insurance -- The Board will pay the full premium for the Supervisors and dependents for all health insurance presently included in the New Jersey School Employees Health Plan.

- B. Dental Insurance -- The Board shall provide for coverage of the Supervisors and eligible dependents in the New Jersey Dental Plan, Inc., or other plan which is mutually acceptable. An “eligible employee” under this Paragraph B of this Article VI shall be an employee who is eligible to receive the Health Plan Benefits of Paragraph A of this Article VI and was employed by the Board prior to July 1, 1995. Employees hired on or after July 1, 1995, will be subject to a twenty-five percent co-pay for their initial three (3) years of employment.

- C. Holidays -- There will be granted thirteen (13) paid holidays per year based upon a schedule approved by the Board of Education. The school calendar and scheduled paid holidays may be altered on short notice subject to any emergencies that may arise.

- D. Vacation -- The Supervisors will be eligible for two weeks’ summer vacation after one (1) full year of service; three weeks after five full years; and four weeks after twelve full years in the district. After eight full years of service, the Supervisor shall receive one (1) additional day vacation for each full year of service up to a maximum of four (4) weeks.

ARTICLE VI - INSURANCE AND OTHER BENEFITS

(Continued)

For less than one full year of service prior to July 1st, the Supervisor will receive one day's summer vacation for each full month served to a maximum of ten work days. Supervisors will take a minimum of two (2) weeks' vacation during the summer. The remaining week, if appropriate, will be scheduled during the school year with the approval of the Superintendent of Schools or his designee. The decision of the Superintendent is final and shall not be subject to the provisions of the grievance procedure.

Unused vacation days may be carried into the following year subject to the approval of the Superintendent.

- E. Membership Fees - The Board shall pay the Supervisors' membership dues for the following organization: New Jersey Buildings and Grounds Association; Bergen County Chapter, if the Supervisor has obtained the N.J. Educational Facilities Manager Certification.
- F. Work Hours - Supervisors will work a forty (40) hour week, which includes an eight (8) hour day excluding one-half (1/2) hour for lunch. They will receive one and one-half (1 ½) for all hours worked over eight (8) in one day or over forty (40) hours in any one week.

ARTICLE VI - INSURANCE AND OTHER BENEFITS

(Continued)

It being the understanding of the parties that the Supervisor of Maintenance will work a flexible schedule in addition to being on call for a Tuesday- Saturday work week to minimize the need for overtime remuneration. Supervisors will receive double time for all hours worked on Sundays and Holidays and if required to work during an approved vacation period. On days that schools are closed for emergency reasons and/or the school calendar, the work day will be seven (7) hours.

- G. Longevity - The Board agrees to compensate employees who have completed the following years of service in the Hillsdale School System at the indicated increase in base salary.

| <u>TIER I</u> | | <u>TIER II</u> | |
|---------------------------------------|---------|--|---------|
| <u>Employed Prior to July 1, 1999</u> | | <u>Employed on or After July 1, 1999</u> | |
| 15 years | \$1,400 | 21 years | \$1,500 |
| 18 years | \$1,900 | | |
| 21 years | \$2,400 | | |
| 24 years or more | \$2,900 | | |

Such service shall be completed prior to July 1st for twelve-month employees, and prior to September 1st for ten-month employees.

ARTICLE VI - INSURANCE AND OTHER BENEFITS

(Continued)

- H. Clothing - The Board agrees to purchase and supply three shirts of choice and three pairs of pants to the Supervisors at or near the beginning of each year of employment, as well as \$200 towards the purchase of additional clothing with the requirement that safety tipped shoes be purchased yearly and be worn at all times. The selection shall be given to the Business Administrator/Board Secretary, in writing, no later than two weeks before the start of each school year. The Supervisors at all times of employment shall continue to be dressed in proper uniform.
- I. Cellular Phone: The Supervisor of Maintenance will be provided with a cellular phone by the Board for school related business calls. All personal calls made by the Supervisor will be reimbursed to the Hillsdale Board of Education.
- J. License Reimbursement: The Board will reimburse the Supervisors the cost of the renewal of their Low-Pressure Boilers License and CDL School Bus Driver's License where appropriate. Costs may include such items as fingerprinting, Health examinations, and renewal fees. The Board will not be responsible for late fees or any miscellaneous costs due to any late filing or loss of licenses due to circumstances caused by the Supervisor. All costs must be itemized and supported by bills or other acceptable evidence before they will be approved by the Board for payment.

ARTICLE VII -- PAYMENT FOR UNUSED SICK LEAVE

A. Subject to the conditions hereinafter set forth, the Supervisors shall receive payment for unused sick leave. To be eligible to receive such payment, the Supervisors must satisfy all of the following conditions:

- (1) Have at least thirteen (13) years of service in the Hillsdale School District as of the effective date of retirement or the date of death. In computing the required thirteen (13) years of service, any paid or unpaid leave of absence having a time duration of one-half of a school year or longer shall not be counted.
- (2) Have at least sixty five (65) days of accumulated sick leave as of the effective date of retirement or the date of death. In computing the required number of days of accumulated sick leave, only sick leave days accruing under the provisions of N.J.S.A. 18A:30-2 shall be counted. In no event shall sick leave days accruing or awarded under the provisions of N.J.S.A. 18A:30-2.1, 18A:30-6 or any other law be counted.

ARTICLE VII - PAYMENT FOR UNUSED SICK LEAVE

(Continued)

- (3) Where the claim for payment of unused sick leave is based upon the retirement of the employee, the employee must have filed a bona fide application for retirement with the Public Employee's Retirement System of New Jersey under the applicable provisions of law and the application so filed must request the payment of a pension commencing immediately on the effective date of the employee's retirement from the Hillsdale School District; it being the intention of the parties to this Agreement that a deferred retirement of the employee shall not qualify for the payment of unused sick leave.
- (4) A written application requesting payment for unused sick leave shall be filed by or on behalf of the employee with the Hillsdale Board of Education no later than twelve (12) calendar months immediately following the effective date of retirement or the date of death of the employee, whichever shall first occur. In no event shall payment for unused sick leave be made if the required application is filed after the expiration of the twelve (12) month period.

ARTICLE VII - PAYMENT FOR UNUSED SICK LEAVE

(Continued)

- B. Where the claim for payment of unused sick leave is based upon the retirement of an employee for reasons other than physical or mental disability, the employee must give written notice of an intention to retire to the Hillsdale Board of Education at least six (6) calendar months prior to the effective date of retirement, but no later than January 15, in order to receive payment during the next school budget year. The written notice shall specify the effective date of retirement. A written notice of intention to retire complying with the provisions of this Paragraph B may be filed with the Hillsdale Board of Education in lieu of the written application specified in Section (4) of Paragraph A of this Article VII , if such written notice of intention to retire is filed prior to the expiration of the twelve (12) month time period specified in said Section (4) of Paragraph A; it being the intention of the parties to this Agreement that no payment for unused sick leave shall be paid to any employee unless either the written application specified in Section (4) of Paragraph A or the written notice of intention to retire specified in this Paragraph B is filed with the Board prior to the expiration of the twelve (12) month period specified in Section (4) of Paragraph A.

ARTICLE VII - PAYMENT FOR UNUSED SICK LEAVE

(Continued)

- C. Payment for unused, accumulated sick leave under this Article VII shall be at the rate of \$70 per day (2008-09 and 2009-10) and \$75 per day (2010-11) for all days of unused sick leave accumulated by an eligible employee provided, however, that the maximum total payment to any eligible employee for all sick days of unused sick leave accumulated by the employee shall not exceed the total sum of \$13,750 (2008-09), \$14,000 (2009-10) and \$14,250 (2010-11). Payment shall be made only for unused sick leave days accumulated by an eligible employee under the provisions of N.J.S.A. 18A:30-2 and not under any other provisions of law. Sick leave days accumulated by an employee while serving in a part-time position (less than 22 hours per week) shall not be eligible for payment. No payment shall include interest of any kind.
- (1) When the employee is living at the time of payment of this benefit, payment shall be made directly to the employee.
 - (2) When the employee is deceased at the time of payment of this benefit, payment shall be made to the person named by the employee as beneficiary to receive this benefit on a "Beneficiary Designation" form provided by the Hillsdale Board of Education. If the employee shall fail to name a beneficiary to receive this benefit or if the person so named shall be deceased at the time of payment of this benefit, payment shall be made to the employee's estate.

ARTICLE VIII -- SAVINGS CLAUSE

If, during the terms of this employment contract, it is found that a specific clause of the employment contract is illegal under Federal or State law, the remainder of the employment contract not affected by such a finding shall remain in force.

ARTICLE IX -- DURATION OF AGREEMENT

- A. The provisions of this Agreement shall be effective as of July 1, 2008, and shall remain in full force and effect until June 30, 2011.
- B. In Witness Whereof, the parties hereto have caused this Agreement to be signed on the day and year first above written:

HILLSDALE BOARD OF EDUCATION

By: _____

James D. Hayden, Jr. President

_____ Date

By: _____

Lirca R. Garcia, Business Administrator/ Board Secretary

_____ Date

HILLSDALE SCHOOL FACILITY SUPERVISORS/

SUPERVISOR OF MAINTENANCE ASSOCIATION

By: _____

President

_____ Date

By: _____

Secretary

_____ Date

SCHEDULE "A"
SALARY SCHEDULE

SCHOOL YEAR 2008-09

SCHOOL YEAR 2009-10

SCHOOL YEAR 2010-11

SCHEDULE "A-1"

SALARY SCHEDULE

SCHOOL YEAR 2008-09

\$48,600

SCHOOL YEAR 2009-10

\$51,500

SCHOOL YEAR 2010-11

\$54,500

SCHEDULE "A-2"

SALARY SCHEDULE

SCHOOL YEAR 2008-09

\$52,900

SCHOOL YEAR 2009-10

\$55,700

SCHOOL YEAR 2010-11

\$58,600

SCHEDULE "A-3"

SALARY SCHEDULE

SCHOOL YEAR 2008-09

\$68,380

SCHOOL YEAR 2009-10

\$70,950

SCHOOL YEAR 2010-11

\$73,500

SCHEDULE "A-4"

SALARY SCHEDULE

SCHOOL YEAR 2008-09

\$58,700

SCHOOL YEAR 2009-10

\$61,400

SCHOOL YEAR 2010-11

\$64,200
