Bloomingdale Board of Education

&

Bloomingdale Custodian Association

Agreement

2023 -2027



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PREAMBLE

THIS AGREEMENT, made this **28th day of November 2023** by and between Bloomingdale Board of Education in the Borough of Bloomingdale, New Jersey, hereinafter called the "Board" and and the Bloomingdale Custodial Association (the "Association"), hereinafter called the "Association"

ARTICLE I - RECOGNITION

The Board of Education of the Borough of Bloomingdale recognizes the Bloomingdale Custodial Association as the exclusive bargaining agent for all full and part time custodial employees of the Bloomingdale Public School System. This Agreement shall not apply to substitute, seasonal or occasional employees.

ARTICLE II - SUCCESSOR AGREEMENT

- A. The Association and the Bloomingdale Board of Education agree to commence negotiations for a successor agreement no later than December 31 of the year prior to the year in which the Agreement expires.
- B. All bargaining proposals of both parties will be exchanged at the first bargaining session.
- C. The scattergram data and base salaries should be based on those employees as of the 15th of October of the last year of the present contract.

ARTICLE III - GRIEVANCE PROCEDURE

A. Definitions

1. A "grievance" is a claim based upon an event or condition, which affects the welfare or working conditions of an employee or group of employees and/or the interpretation or meaning of any of the

provisions of this Agreement or any subsequent Agreement entered into pursuant to this Agreement.

- 2. An "aggrieved" person is the person or persons making the claim.
- 3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purpose

- 1. The purpose of this procedure is to secure, at the lowest possible administrative level, equitable solutions to the problems which arise affecting the welfare or working conditions of employees. Both parties agree that these proceedings shall be kept as informal and confidential as may be appropriate at any level of the procedure.
- 2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to proceed independently of this grievance procedure.

C. Procedure Steps

- 1. Any employee who has a grievance shall discuss it first with his immediate supervisor (Supervisor of Buildings & Grounds) in an attempt to resolve the matter informally at that level.
- 2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) working days, the employee shall present the grievance in writing, directly or through his/her Association Representative to the School Business Administrator and copied to the Superintendent of Schools. The grievance shall identify the specific alleged violation and the requested remedy. An interview is arranged within two (2) days; a decision in writing is given by the immediate supervisor within three (3) days after the interview. If the matter is settled or explained to the aggrieved person's satisfaction, the matter is resolved.

- 3. If the decision made at the second step does not satisfy the employee, the Association Representative has five (5) days to file an appeal with the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the supervisor, shall confer with the concerned parties and, upon request, with the employee, the Association Representative and or supervisor separately. He shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) working days. The Superintendent shall communicate his decision in writing, along with the supporting reasons, to the employee, the Association Representative and supervisor.
- 4. If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education. 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. The Board, or a committee thereof, shall review the grievance, may hold a hearing with the employee, if requested, and render a decision in writing within thirty (30) calendar days. Within ten (10) days after the next scheduled board meeting, the Board will notify the employee and the Association of its decision in writing.
- 5. Any grievance supported by the Association and not resolved to the satisfaction of the employee after review by the Board of Education, shall, at the request of the Association, be submitted to advisory arbitration agreeable to all parties.
- 6. The costs of arbitration, including the arbitrator's fees but excluding the attorney fees, shall be divided equally between both parties.
- 7. An aggrieved person must continue to follow an administrative directive or a Board policy. The party of interest is

required to continue under the direction of the superintendent and administrators, regardless of the pendency of any grievance, until such grievance is properly resolved.

- 8. No grievance shall be considered under the grievance procedure outlined herein unless it is presented for consideration within 30 school days from the date of its known occurrence or unless good and sufficient reason is given for not presenting the grievance within this period.
- 9. Documents dealing with the process of grievances shall be filed separately from the personnel file of the participants.
- 10. To ensure prompt resolution of grievances, all time limits are considered maximum but may be extended by mutual agreement.

ARTICLE IV - VACANCIES AND PROMOTIONAL OPPORTUNITIES

- A. All vacancies and promotional opportunities and newly created positions shall be posted within the district, thus providing district employees with adequate opportunity to apply for such employment.
- B. Said postings shall include the position title, application procedures, and deadline for application.
- C. All positions shall be posted online and sent by email.
- D. No permanent position shall be filled until such postings have been made and all qualified applicants have been considered.

ARTICLE V - HOLIDAYS

A. Not less than fourteen (14) paid holidays shall be granted during the period July 1st to June 30th each year. The dates to be set

forth in a holiday calendar established each year by the Board and distributed to the employees in the bargaining unit.

- B. Custodians shall be able to request days to attend the NJEA Convention in November of each given year of this agreement. Custodians must request in writing to their immediate supervisor ten days in advance.
- C. If the District is closed on Juneteenth, Custodial workers shall be granted the day off without the day counting against their holiday allotment.

ARTICLE VI -SALARY GUIDES Effective 7/1/23 Custodians Salary Guide

Step	2023-2024	2024-2025	2025-2026	2026-2027
1	39,150	40,105	41,430	42,335
2	39,650	40,605	41,930	42,835
3	40,150	41,105	42,430	43,335
4	40,900	41,855	42,930	43,835
5	41,650	42,605	43,530	44,335
6	42,400	43,305	44,130	44,835
7	43,150	44,005	44,730	45,335
8	43,900	44,705	45,330	45,835

Part-time salaries are based on an hourly pro-ration of the above 40 hours/52 week salaries.

ARTICLE VII - UNIFORM ALLOWANCE

- A. The Board shall allot each member \$250 for an annual uniform stipend and \$75 for an annual shoe allowance. By January 1st the Board shall make its selected clothing vendor available for selection of uniform and shoe options.
- B. Employees shall wear their uniforms whenever the employee is on duty. Failure to report for duty in a clean, serviceable uniform shall cause the employee to be temporarily removed from the job. The employee shall be given one hour to report back to work in a proper uniform and shall make up the one hour work time. On the second occasion, the employee reports to work without the proper uniform, the employee shall be given one hour to report back to work in a proper uniform. The employee shall be docked one hour's pay and shall make up the one hour work time. Multiple violations of these provisions may result in written documentation to personnel file and discipline up to but not limited to withholding of increment.
- C. The selections of uniforms shall be mutually agreed upon between the Board of Education and the Association.
- D. Reimbursement for uniforms and shoes shall be made as receipts are submitted.

ARTICLE VIII - PERSONAL LEAVE OF ABSENCE

A. Sick Leave

1. Employees shall have twelve (12) days sick leave per year, cumulative without limit, as specified in Title 18A. Employees initially hired after the first month of the work year shall be granted one (1) day of sick leave per month remaining in the work year. All sick leave shall be credited to the employees as of the first day of employment.

- 2. A physician's certificate may be required for any employee for an illness following the third day, or at any time the Superintendent is not satisfied with the attendance of an employee.
- 3. All unused sick leave days shall be accumulated from school year to school year.

B. Child Care Leave

- 1. A leave of absence without pay for the birth or adoption of a child will be granted to any tenured unit member in good standing.
- 2. The maximum period of time for any childcare leave shall be no longer than one year from the next September 1st.
- 3. Terms of the State Family Leave Act and the Federal Family and Medical Leave Act shall apply.

C. Military Leave

- 1. Any employee who is drafted into the defense forces of the United States shall receive leave without pay.
- 2. State and Federal laws shall be applied concerning reinstatement and accrued benefits of a unit member in his position.
- 3. Unit members serving their country in the National Guard, or other part-time service of their country, shall be granted up to two (2) weeks with pay, less military pay annually, while undergoing military training.

D. Bereavement Leave

1. An employee may be absent from school without loss of pay for five (5) days school is in session during a seven (7) calendar day period immediately following the death of a member of the immediate family (mother, father, child, grandchild, sister, brother, husband, wife, grandparent, mother-in-law, father-in-law,

brother-in-law, sister-in-law, son-in-law, daughter-in-law, step-child, step-parent, civil union partner, or any other member of the household living with the employee as a permanent member of the home.)

2. Absence without loss of pay for one (1) day is allowed for death of a relative outside of the immediate family.

E. Personal Days

- 1. Unit members will be allowed three (3) days per year without loss in pay for personal business which cannot be handled outside of school hours, and shall not be required to state the reason for taking these days other than that he is taking them under this section. Three (3) days prior written request or notice is required.
- 2. Unused personal days shall be added to accumulated sick leave days.
- 3. Personal Day approval shall not be unreasonably withheld. Personal days cannot be grouped together, taken before or after a district scheduled holiday, previously scheduled vacation day or utilized sick day without prior approval of the Superintendent of Schools.

F. Unpaid Leave of Absence

Members may request an unpaid leave of absence for up to six months for personal reasons. This request must be made in writing to the Superintendent of Schools and is subject to final decision and approval by the Board of Education.

G. Jury Duty

If an employee is called for jury duty and is placed and serves on the jury for the day, the employee will not be required to report for work within that day or evening, without loss of pay. Any compensation received by the employee for jury duty will be paid to the Board. An employee selected for jury duty shall follow Board Policy.

ARTICLE IX - VACATION SCHEDULE

- A. Twelve-month (12) contractual employees shall be entitled to the following vacation schedule:
 - Ten (10) days to all association members up to ten (10) school years of service
 - Fifteen (15) total days after working part of ten (10) school years or more.
 - Twenty (20) total days after working part of fifteen (15) school years or more.
 - Twenty five (25) total days after working part of twenty school (20) years or more.
- B. New employees hired after July 1st of any school year, but prior to April 1st of any school year, shall be entitled to a pro rata portion, as outlined below of the ten (10 vacation days) for one year's service.

Month of Hire (Start in Position) - Vacation Earned

August - 9 days day earned
September - 8 days day earned
October - 7 days earned
November - 6 days earned
December - 6 days earned
January - 5 days earned
February - 4 days earned
March - 3 days earned

- C. New employees hired after April 1st of any school year shall not be entitled to vacation until July 1st of the next succeeding school year.
- D. Other than in unusual circumstances vacations will not be approved for the first week prior to the opening of school and the first week after school opens.

- E. No custodian employee will be permitted to take vacation during the five days following the close of the school year.
- F. Vacation Hold Over Employees may carry up to one week's vacation, which must be used during the following contract year.
- G. Vacation applications shall be submitted to the Supervisor at least two (2) weeks in advance. Vacation days can be taken at any time. Up to three (3) vacation days can be taken in a row when school is in session and approval will not be unreasonably withheld.
- H. Members will be permitted to take five (5) vacation days in a row during the school year under the following condition:
- 1. At the time of vacation application no other member has submitted a request for time off during the same time frame. If an additional member has submitted a request for time off, the request for vacation time may be denied.
- I. All vacation requests will be handled on a first come first serve basis and will be processed within five (5) days of receipt in Frontline by the immediate Supervisor.

ARTICLE X - SPECIAL LICENSES

A. Custodial personnel shall receive annual salary adjustments for holding the following job related licenses, subject to the approval of the Superintendent.

	2023-2024	2024-2025	2025-2026	2026-2027
Boiler	1,500	1,500	1,500	1,500

B. All employees represented by the Bloomingdale Custodial Association who are in possession of a Black Seal license and who

perform work under the authority of said license, shall receive the stipend by July 1st of each school year. An employee, who does not use the license, will not be paid this stipend.

- C. When an employee is required or permitted to attend a training course, the employee will be granted time off with pay if the course is conducted during the employee's regular work hours. The employee may be required to make up the time. The Board will pay the cost of the training course provided the employee satisfactorily completes the course and/or obtains the desired license.
- D. New custodial personnel are required to commence courses to obtain a boiler operator's license within the first year of employment and are required to obtain/maintain the license within the first two years of employment or they may be terminated.
- E. Stipend shall be prorated based on number of months employed and/or number of months with active license. Stipend will be paid out in the June 30th payroll.

ARTICLE XI - BOILER LICENSE

- A. The Board will provide an annual professional development course for all custodial staff on Boiler Maintenance procedures and best practices. Each custodian will attend the annual professional development course as a condition to receive the stipend. Payment for attending the course on their time as part of the stipend for up to two hours in time.
- B. As a required duty, all custodians must accurately log in the record book accurate boiler metrics and report concerns to the Supervisor.

ARTICLE XII - INSURANCE COVERAGE

A. Health Benefits

- 1. Eligible employees hired may enroll in medical insurance coverage for the employee and dependents through the School Employees Health Benefits Program (SEHBP) by choosing the plan known as Direct 15 or a less expensive plan. Notwithstanding the above, Direct 15 shall be the base plan for eligible employees, unless required by law to be enrolled in the educators plan or garden state plan. Health care coverage shall be subject to the statutory employee contributions in the rates set forth in P.L. 2011, Ch.78. or P.L. 2020, Ch. 44. Contributions shall be made through payroll deduction (section 125 Plan shall be available).
- 2. Insurance carrier shall be selected by the Board of Education.

B. Dual Benefit Coverage

An employee who can provide proof of other benefit coverage may elect the option to discontinue their benefit coverage provided by the Bloomingdale Board of Education and receive a payment of 25% of the premium savings to the Board, not to exceed \$5,000-as required by law.

The reimbursements shall be payable in two payments, one in December and one in June (covered by Section 125 Premium waiver Plan). An employee who has waived coverage, but later loses coverage under his/her alternate insurance plan, may resume coverage under the Board's plan, subject to the rules and regulations of the insurance carrier and the Board's 125 plan.

If coverage is discontinued or re-established for a partial year, the payment will be prorated.

C. Prescription Insurance

The Board shall provide Prescription Drug Benefits for each eligible employee member and his/her dependents, through the Direct 15 SEHBP Prescription Program or less expensive plan at the employee's option. Prescription coverage shall require mandatory generics if available and approved by the physician. The prescription

drug service/carrier shall be selected solely by the Board, provided the carrier offers coverage equal to or better than the existing carrier.

D. Dental Insurance

The Board shall provide single, two party or 100% of the family contract coverage to all eligible custodial employees.

The Board agrees to provide a dental plan, which includes the following elements:

1. Preventive and Diagnostic 100%

2. Basic Services 80/20 co-pay

3. Prosthodontic Benefits 50/50 co-pay

4. Child orthodontia 50% up to \$2,000 per dependent child

The maximum amount payable for the above services shall be \$1,500 per calendar year.

Any cost assessed to an employee will be deducted in pre-tax dollars.

E. Part-time Eligibility

Employees must work a regular work week of at least 30 hours to be eligible for insurance under this Article.

F. Custodians who voluntarily waive the insurance benefits set forth above, will be paid twenty-five percent (25%) of the premium cost of the program(s) in which the employee is currently enrolled. Employees hired after the date of this Memorandum shall receive twenty-five percent (25%) of the premium cost of the lowest cost program(s). Payment will be made in two installments - January 31st and June 30th. Once an employee voluntarily waives insurance coverage(s), the employee may re-enroll upon proof of any of the

following events: birth or adoption of a child, death of spouse, disability of spouse, divorce, legal separation, loss of employment, or change in employment status resulting in ineligibility of benefits. Employees hired after July 1st of any year who elect not to take insurance coverage(s), or employees who terminated employment prior to June 30th, shall have the payment prorated based on the number of months the teacher was employed.

An IRS Section 125 plan shall be available for purposes of health insurance contributions, waivers and flexible spending accounts, including a dependent care flexible spending account.

ARTICLE XIII - EMPLOYEE RIGHTS AND PRIVILEGE

A. Overview

Effective personnel practices indicate that certain rules and regulations are necessary for the safety, security and productivity of employees and the school district management. The best working conditions prevail where supervisors and employees demonstrate consideration for themselves, their fellow employees, their employer and students. To make clear the conduct which our district expects to see practiced, a series of rules and regulations have been set forth with which all employees are expected to comply. All employees should be aware of these rules. The District insists that these rules and regulations are properly observed in order to assure the well-being of all.

The violations of rules are categorized into two major groups. Group I Rules are concerned with major items of personal conduct. Group II Rules, although somewhat less serious when violated, warrant prompt attention and correction. Both categories describe the nature of improper action and cannot be considered as the only examples. It is the intent of Bloomingdale School District to ensure that discipline, when required, is carried out in a fair and consistent manner. While all employees are expected to conduct themselves according to generally accepted rules of conduct and performance, this article addresses itself to the relative few who do not and thereby cause

disciplinary problems. The disciplinary procedure is designed to improve the work pattern of problem employees and to provide a record of corrective action taken to modify behavior or change performance.

B. Rules Violations

1. Group I Rule Violations

Violations listed below may be considered cause for suspension of pay, withholding of increment, suspension without pay, withholding of increments and/or dismissal of employee:

- a. Assaults involving contact with students and co-workers or using weapons.
- b. Verbal Threats [to cause harm to students, co-workers or employees].
- c. Stealing of any records or property of the school district or property of another employee, students or other individuals on school premises.
- d. Making false statements on employee records, time sheets, insurance applications or reimbursement requests for self or other employees.
- e. Working while under the influence of alcohol, intoxicants, misuse of prescription or nonprescription drugs or other controlled dangerous substances, or possessing, using or selling such materials or related paraphernalia anywhere on school district property. The parties agree to meet and discuss a comprehensive drug and alcohol procedure during the life of this agreement.
- f. Performing malicious acts resulting in destruction to school district or personal property.
- g. Carrying a concealed weapon, or bringing, possessing or using

firearms or weapons of any type on school district property.

h. Committing any act which would be considered to be an indictable offense as defined by the laws of the State of New Jersey.

The above list of items is non-exhaustive and the administration reserves the right to add items of similar nature should they not already be listed.

2. Group II Rule Violations

Violations listed below will subject an employee to reprimand by their supervisor. A repeated violation may be considered cause for suspension of pay, withholding of increment, suspension without pay, withholding of increments and/or dismissal of employee:

- a. Failing to observe working hours by tardiness or by unexcused or excessive absenteeism.
- b. Using profane language.
- c. Misuse of school property, including District telephones.
- d. Leaving the work site earlier than scheduled and/or without permission.
- e. Failing to adhere to rules or regulations as defined by the supervisor either orally or in writing.
- f. Working without designated protective safety equipment provided by the District, such as safety shoes, safety glasses, face shields, etc. when the supervisor has deemed them necessary in performing the assigned job or disregarding safety instruction.
- g. Smoking on school property.
- h. Failure to wear uniform while performing duties. This provision shall not apply to new employees who have not been

provided with uniforms.

The above list of items is non-exhaustive and the administration reserves the right to add items of similar nature should they not already be listed.

C. Disciplinary Procedures and Actions

The following steps will normally be taken in carrying out discipline for rules violations. Based on the severity of the offense, the administration reserves the right to bypass any step.

1. Step One – Verbal Warning

The first step in the disciplinary procedure consists of a verbal warning followed by a counseling session which points out, in a constructive fashion, the area of deficiency and offers the employee assistance in attempting to correct same. The counseling session may consist of getting further explanation of the rules, regulations or requirements of the job. It should be mentioned that a recurrence of the violation may result in a written warning, which will be placed in the personnel file.

2. Step Two – Written Warning

A written warning is documentation that corrective action has not been taken as a result of the previously issued verbal warning, or that another rule has been violated. In the case of a written warning, the language of the reprimand should be clear, specifically identifying the nature and circumstances of the offense.

3. Step Three – Suspension

The third step in the disciplinary procedure should be given serious consideration by both supervisor and the employee, as the next step would normally be dismissal. Suspension without pay for a period of three days is recommended, although circumstances may dictate a longer or shorter period of time and is determined by the administration.

4. Step Four-Dismissal or Withholding of Increment

For employees, a subsequent disciplinary step procedure would be withholding of increment or dismissal.

- D. Application of Disciplinary Actions
- 1. No employee shall be disciplined, reprimanded, reduced in rank or compensation or deprived of any professional advantage without just cause. Any discussion of such action asserted by the District, or any agent or representative thereof, shall not be held in public and the topic itself shall not be subject to the grievance procedure. The overall procedure used shall be subject to the grievance procedure.

Of note, performance matters are not subject to the grievance procedure.

Disciplinary measures will always be governed by a strong sense of fairness and equity as determined by the seriousness of the rules which are violated.

Group I Rules are concerned with major areas of personal conduct, are areas of serious consequence and violations should never be condoned.

- a. Group I Rule Violations
- (1) 1st offense: Dismissal

The administration reserves the right to put forward a less harsh discipline such as a withholding of increment based on the circumstances of the event.

b. Group II Rule Violations

(1) 1st offense: Verbal warning(2) 2nd offense: Written Warning

(3) 3rd offense: Suspension and/or Withholding of Increment

(4) 4th offense: Withholding of increment and/or dismissal

The disciplinary actions described above represent the maximum penalty for the offense listed. A margin of reason and discretion will always be left to the individual supervisor/administrator. Each case should be judged individually, with such factors as length of service, performance record, attendance, attitude, etc. being taken into consideration when evaluating the employee's total record.

2. Responsibility

Supervisors and administrators will be responsible for initiating remedial actions necessary to correct, improve and promote proper employee behavior. Consultation and guidance for uniform application of this policy is to be obtained from the Superintendent or their designee prior to issuing written warnings.

3. Documentation Procedure

Supervisors and administrators must notify the District Superintendent or their designee of all verbal warnings. In the case of a written warning of suspension notification, the Superintendent or their designee will review and approve the documentation prior to the distribution to the employee. One copy given to the employee and one copy forwarded to the Personnel Office for inclusion in the employee's Personnel file. Any written document should contain the employee's signature. If the employee refuses to sign the document, a notation "employee refused to sign" must be made. Any employee who feels they have been treated unfairly in the discipline process may seek redress via the grievance procedure.

E. Whenever any employee is required to participate in any disciplinary meeting or interview, or appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in their office,

position or employment or the salary or any increments pertaining thereto, then they shall be given prior notice of the time, date, location, and reasons for such meeting or interview and shall be entitled to have a person of their own choosing present to advise and represent them during such meeting or interview.

ARTICLE XIV - WORK RULES

A. Work Hours

Custodial personnel shall work the following hours, with specific start/end times set by the Board:

(a) Full-time – eight (8) hours with one-half (1/2) hour for lunch, which shall not be taken during the first or last hours of the day.
(b) Part-time – five (5) hours with no lunch.

B. Call in Time

Custodial personnel will be paid a minimum of two (2) hours for Call-In-Time.

C. Overtime

- 1. All work performed on Saturdays shall be compensated at one and one-half times the employee's regular hourly rate provided the employee has been paid for forty (40) hours during the week.
- 2. During the heating season, defined as [October 15th thru April 15th], if an employee is required to stay in the building during their one-half (1/2) hour lunch due to heating system operations and lack of coverage, the employee shall be entitled to receive compensation hours (ability to leave that shift early, a future shift early or come in late) that will bank and be used at a later date mutually agreed upon by the Supervisor of Buildings & Grounds and member.
- 3. All employees shall take breaks no longer than fifteen (15) minutes in the morning. Breaks are to be scheduled with the

Supervisor of Buildings and Grounds. They cannot be combined or carried over to any other day or work time. It is expected that breaks shall be taken in a manner so as not to disrupt the orderly process of work. It is recognized that unplanned and special events that place within the school and thus break time may be altered from the consistent schedule due to such.

- 4. For special group events, overtime will be scheduled as follows:
- a. Unlock the facility fifteen (15) minutes before scheduled entry time.
- b. Clean-up after the event Bathrooms and floors are to be cleaned and garbage is to be collected and disposed of at the end of each event. Along with the usual times written on the front of the timesheet, the employee is to note on the back of the timesheet the amount of clean-up time and reasons for the time allotment. Administration will grant a "reasonable amount of time" for clean up. Overtime is to reflect time actually worked.
- 5. Employees may be assigned to a Tuesday through Saturday shift or a Saturday only shift and shall not receive overtime unless they work more than 40 hours for the week (Monday through Sunday).

D. Lay-Offs

- 1. Lay-offs shall be based on seniority within the job classifications, full-time and part-time When an employee changes job classifications he/she will continue to accrue seniority in the former classification(s).
- 2. The last employee hired in a classification will be the first to be laid off. An employee who is to be laid off in one classification may bump an employee with less seniority in his/her former classification. Recall will be in the inverse order of lay-off with the most recently laid-off employee recalled first. Notice of recall will be made by certified mail with return receipt to the employee's last

known address. The employee will have three (3) days from the date of receipt of the recall notice to return to work. Employee names will be maintained on the recall roster for one year from the date of lay-off.

- E. Except in emergencies, on days when school is closed due to inclement weather, custodial employees will be released by the supervisor after a minimum of six (6) work hours and after all assigned work is complete. The supervisor may adjust the start/end times accordingly.
- F. Smoking on school grounds or in district-owned vehicles is prohibited. Violators are subject to criminal prosecution and/or discipline, up to and including increment withholding and termination.
- G. Custodial positions are not tenurable.
- H. Custodians may use the Schools to meet as an Association. The Schools will be reserved for said use by indicating the days/times on a calendar maintained with the Superintendent or designee.

ARTICLE XV - PROBATIONARY PERIOD FOR CUSTODIAL WORKERS

- A. The first sixty (60) calendar days of employment for all new employees shall be considered a probationary period.
- B. During the aforementioned probationary period, the Board may discharge a new employee for any reason whatsoever. A new employee discharged during his probationary period shall not have recourse to the Grievance Procedure. The Board shall have no responsibility to re-employ a probationary employee discharged during the probationary period.
- C. All probationary employees will be evaluated on or about the thirty (30) and before the sixty (60) day of employment. Members

will meet with their supervisor to discuss the evaluation and both parties must sign and receive a copy of the evaluations.

Employees shall not use accrued vacation or personal days until the successful completion of the probationary period.

Providing a new employee has been in the employment of the board for at least six (6) months of the school year, (including the probationary period) and received the recommendation of the Superintendent of Schools, he/she shall be granted a step increase in accordance with the agreement.

ARTICLE XVI - SEPARATION CLAUSE

- A. All employees will provide the Board (30) thirty days notice of separation from employment.
- B. Failure to provide full notice will result in a forfeiture of stipends owed for that year.

ARTICLE XVII - PRIVATIZATION CLAUSE

- A. The District agrees that ninety (90) days prior to any formal District Action to consider privatization it shall discuss the matter fully with the Association and its representatives.
- B. In the event of the privatization of any employee category, the district shall implement and abide by the following procedure:
- 1. District shall formally notify Association of an intention to privatize unit work ninety (90) days prior to budget adoption.
- 2. District shall provide to the association job specifications for each position intended to be privatized at least 90 days prior to notification.
- C. District shall provide severance benefits as follows:

- 1. The District shall pay all affected unit members at their per diem rate of pay for all vacation days credited to the employee's account.
- 2. The District shall maintain a seniority list of all affected employees and employees shall be recalled for any opening within their job classification in the order of their seniority.

ARTICLE XVIII - DURATION OF CONTRACT

The duration of the Contract shall be from July 1, 2023 to June 30, 2027.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by the respective authorized agents, and their corporate seals to be placed hereon, all on the day and year first written above.

President

Witness

BLOOMINGDALE BOARD OF EDUCATION

President

Board Secretary

BA	SE	YE	AR
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022-23	Bloomingdale C	Custodian			
Step	Salary	Staff	Cost	Incr.	Incr. Cost
1	38,570	3.00	115,710	500	1,500
2	39,070	2.00	78,140	500	1,000
3	39,570	3.00	118,710	750	2,250
4	40,320		-	750	-
5	41,070		-	750	
6	41,820		-	1,000	-
7	42,820		-	1,000	-
8	43,820		-		
	Total	8.00	312,560		4,750 1.52%

Step	Inc as %
1	1.30%
2	1.28%
3	1.90%
4	1.86%
5	1.83%
6	2.39%
7	2.34%
8	

Year 1 2023-24	Bloomingdale (Custodian				3.00%
Step	Salary	Staff	Cost	Incr.	Incr. Cost	\$ Raise
1	39,150	-	•	500	-	1,080
2	39,650	3.00	118,950	500	1,500	1,080
3	40,150	2.00	80,300	750	1,500	1,330
4	40,900	3.00	122,700	750	2,250	-
5	41,650	-	-	750	-	-
6	42,400		-	750	-	-
7	43,150	-	-	750	-	
8	43,900	-				-
	Total	8.00	321,950		5,250	
	i Otai	2022-23	312,560		1.63%	
		Difference	9,390			
		% Increase	3.00%			

Step	Inc as %
1	1.28%
2	1.26%
3	1.87%
4	1.83%
5	1.80%
6	1.77%
7	1.74%
8	

Year 2 2024-25	Bloomingdale	Custodian				4.00%
Step	Salary	Staff	Cost	Incr.	Incr. Cost	\$ Raise
1	40,105	-	-	500	-	-
2	40,605	-	-	500	-	1,455
3	41,105	3.00	123,315	750	2,250	1,705
4	41,855	2.00	83,710	750	1,500	1,705
5	42,605	3.00	127,815	700	2,100	-
6	43,305	-	***	700	-	-
7	44,005	-	-	700	-	
8	44,705	**	-			-
	Total	8.00	334,840		5,850	
		2023-24	321,950		1.75%	
		Difference	12,890			
		% Increase	4.00%			
		Base Year	2 Yr. Cum. Incre	ease	2 Yr. Cum.	
Step	Inc as %	Step	\$	%	Earnings	
1	1.25%	1	2,535	6.57%	80,755	
2	1.23%	2	2,785	7.13%	82,005	
3	. 1.82%	3	3,035	7.67%	83,505	
4	1.79%	4	2,985	7.40%	84,955	
5	1.64%	5	2,935	7.15%	86,405	
6	1.62%	6	2,885	6.90%	87,855	
7	1.59%	7	1,885	4.40%	88,605	
8		8	885	2.02%	88,605	

Year 3 2025-26	Bloomingdale	Custodian				4.00%
Step	Salary	Staff	Cost	Incr.	Incr. Cost	\$ Raise
1	41,430		-	500	-	•
2	41,930	-	-	500	***	-
3	42,430		-	500	-	1,825
4	42,930	3.00	128,790	600	1,800	1,675
5	43,530	2.00	87,060	600	1,200	1,525
6	44,130	3.00	132,390	600	1,800	-
7	44,730	-	-	600	-	-
8	45,330	**	-			-
	Total	8.00 2024-25 Difference % Increase	348,240 334,840 13,400 4.00%		4,800 1.38%	
		Base Year	3 Yr. Cum. Incre	250	3 Yr. Cum.	
Step	Inc as %	Step	\$	%	Earnings	
1	1.21%	1	4,360	11.30%	123,685	•
2	1.19%	2	4,460	11.42%	125,535	
3	1.18%	3	4,560	11.52%	127,635	
4	1.40%	4	4,410	10.9 4 %	129,685	
5	1.38%	5	4,260	10.37%	131,735	
6 7	1.36%	6	3,510	8.39%	133,185	
7	1.34%	7	2,510	5.86%	133,935	
8	:	8	1,510	3.45%	133,935	

Year 4 2026-27	Bloomingdale	Custodian				3.00%
Step	Salary	Staff	Cost	Incr.	Incr. Cost	\$ Raise
1	42,335	-	-	500	-	-
2	42,835	: . ~	-	500	-	-
2 3	43,335	•	-	500	-	-
4	43,835	· -	-	500	-	1,405
5	44,335	3.00	133,005	500	1,500	1,305
6	44,835	2.00	89,670	500	1,000	1,205
7	45,335	3.00	136,005	500	1,500	-
8	45,835	-	-			***
	Total	8.00	358,680		4,000	
	A.	2025-26	348,240		1.12%	
	16.1 15.1	Difference	10,440			
		% Increase	3.00%			
		Base Year 4	Yr. Cum. Incre	250	4 Yr. Cum.	
Step	Inc as %	Step	\$	%	Earnings	
1	1.18%	. 1	5,765	14.95%	168,020	
2	1.17%	2	5,765	14.76%	170,370	
3	1.15%	3	5,765	14.57%	172,970	
4	1,14%	4	5,515	13.68%	175,520	
5	1.13%	5	4,765	11.60%	177,570	
6	1,12%	6	4,015	9.60%	179,020	
7	1.10%	7	3,015	7.04%	179,770	
8		8	2,015	4.60%	179,770	