

1005

AGREEMENT

BETWEEN

**THE WEST MILFORD TOWNSHIP
BOARD OF EDUCATION**

AND THE

**WEST MILFORD CUSTODIAL AND
MAINTENANCE ASSOCIATION**

COVERING THE PERIOD OF

JULY 1, 1993, THROUGH JUNE 30, 1996

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PREAMBLE

THIS AGREEMENT, is made and entered into this ____ day of _____ in the year One Thousand Nine Hundred and Ninety-Four.

BY AND BETWEEN, the BOARD OF EDUCATION OF THE TOWNSHIP OF WEST MILFORD, hereinafter referred to as the "Board";

AND, the WEST MILFORD CUSTODIAL AND MAINTENANCE ASSOCIATION, hereinafter referred to as the "Association";

NOW, THEREFORE, the Board and the Association, parties hereto, under the provisions of Chapter 123 of Public Laws of 1974, in consideration of their mutual covenants, do hereby agree in manner as follows:

ARTICLE 1

RECOGNITION

A. The Board hereby recognizes the Association as the exclusive and sole representative for the purpose of collective negotiations concerning grievances and terms and conditions of employment for all of its custodian, maintenance, mechanic, messenger, serviceman/mechanic helper, assistant head custodian, head custodian and security guard employees. The custodial and maintenance foreman and all other supervisory personnel shall be excluded from the unit.

B. Definitions of Employees:

Unless otherwise indicated, the term "employee", "custodial employee", "maintenance employee", and "transportation employee", when hereinafter used in this Agreement, shall refer to

the employees represented by the Association in the negotiating unit performing those duties, and all references to male employees shall include female employees.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

1. The Board and the Association agree to enter into collective negotiations in good faith on all matters related to terms and conditions of employment within the time frames required by law. Any changes to the expressed terms of this Agreement shall first be negotiated with the Association.

2. Any agreement reached as a result of negotiations shall be reduced to writing, signed by the Board's negotiating committee and the Association's negotiating committee, and be submitted to the Board and Association for ratification.

3. The Association and the Board shall exchange all proposals they desire to present as subjects for negotiations in writing at the initial negotiating session. Proposals for ground rules shall be exchanged at the same time contract proposals are exchanged.

4. Each party upon request shall promptly make available to the other party information within its possession which is not privileged under law and which is relevant to the matters under discussion.

5. Either party may, if it so desires, utilize the services

of outside consultants and may call upon professional and lay representatives to assist in the negotiations.

6. Whenever any representative of the Association participates during working hours in negotiations meetings, he shall suffer no loss in pay.

ARTICLE 3

GRIEVANCE PROCEDURE

A. DEFINITIONS

1. Employee--the term "employee" shall mean any regularly employed individual included in Article I of this Agreement receiving compensation from the Board.

2. Grievance -- a "grievance" shall be defined as a dispute or complaint by an employee or the Association based upon the interpretation, application, or violation of this Agreement, Board policies or administrative decisions affecting terms and conditions of employment.

3. Aggrieved Party--an "aggrieved party" is the employee, employees or the Association filing the complaint.

4. Immediate Supervisor -- the term "immediate supervisor" shall mean building principal for custodial employees, Business Administrator for maintenance, security guard employees and messenger employees and Supervisor of Transportation for mechanic/servicemen employees.

5. Work Day--a "work day": in the grievance procedure shall be defined as any day when the Board of Education is open.

6. Representative--the term "representative" shall mean an agent authorized or designated by the Association.

B. PROCEDURE

1. The purpose of the grievance procedure is to resolve grievances affecting employees at the lowest step. Both parties agree that grievance proceedings will be kept confidential and that any aggrieved employee shall be free from prejudicial or punitive action as a result of invoking the grievance procedure.

2. At all steps of the grievance procedure the standards of due process shall be followed. Except for Step One, these standards shall include a hearing which provides for the right to confront and cross examine witnesses, to present evidence, to testify, and to call witnesses.

3. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants. Unless requested to do otherwise by the aggrieved party, any documents, communications, and records dealing with the grievance will be kept in the strictest confidence and will not be made available to potential employers or others inquiring about the aggrieved party.

4. If there is a question regarding the appropriateness of the level at which a grievance shall be initiated, it shall be determined jointly between the Association and the Superintendent or his designee.

5. Grievances shall be moved by the steps described below and time limits may be extended by mutual agreement in writing.

Whenever the aggrieved party and district employee representatives participate during working hours in grievance meetings/hearings, they shall suffer no loss in pay.

6. Step One--An aggrieved party shall first discuss the grievance with his immediate supervisor, within thirty (30) work days of the occurrence. The reply or decision to the grievance at this step shall be made to the aggrieved party within three (3) work days.

7. Step Two--If the aggrieved party is not satisfied with the disposition of the grievance at Step One, it shall be submitted in writing within three (3) work days to the:

a. Assistant Superintendent in the case of maintenance, security, and messenger employees.

b. Business Administrator in the case of custodial, mechanic and serviceman/mechanic employees.

A hearing at this step shall be held with the aggrieved party within five (5) work days of receiving the grievance, and a decision with reason(s) shall be rendered to the aggrieved party in writing within three (3) work days of the hearing.

8. Step Three--If the aggrieved party is not satisfied with the disposition of the grievance at Step Two, he may submit the grievance in writing to the Superintendent. The appeal to the Superintendent shall be made within three (3) work days. The Superintendent shall meet with the aggrieved party and render a written decision with reasons within five (5) work days of said meeting.

9. Step Four--If the grievance is not resolved to the satisfaction of the aggrieved party, a review by the Board of Education may be requested within five (5) work days of the Superintendent's decision. The request shall be submitted in writing through the Superintendent of Schools. The Board, or the appropriate Board committee, shall review the grievance and shall hold a hearing with the aggrieved party and render a decision in writing to the aggrieved party. The decision of the Board in grievances alleging administrative errors or misapplication of district policies or practices shall be final and binding. Steps Three and Four shall not exceed forty (40) work days from the date the grievance shall have been received by the Superintendent.

10. Step Five--Arbitration--If the grievance is deemed out of the area of administrative error or misapplication of district policies or practices and the aggrieved party is not satisfied with the disposition of his grievance in the foregoing steps, he shall have thirty (30) work days to notify the Board and file for arbitration. Failure to act within said thirty (30) work days shall indicate that the grievance has been withdrawn.

The Board or the aggrieved party, or his representative, shall apply for an arbitrator through the Public Employment Relations Commission and shall be governed by rules and regulations thereof. The arbitrator's decision on all matters concerning this agreement shall be final and binding on all parties and all parties shall immediately perform and comply with the terms of the award. The cost of the services of the arbitrator, including professional fees

and expenses, if any, shall be borne equally by the Board and the aggrieved party. Any additional expenses shall be paid by the party incurring same.

The arbitrator shall not add to or subtract from, or in any way modify, the terms of this Agreement.

ARTICLE 4

ASSOCIATION RIGHTS

1. The Board agrees that upon submission of a dues checkoff card for payroll deduction of Association membership dues, the proper deduction will be made each month from the employee's salary and forwarded, at the direction of the Association, monthly by the 15th of the following month.

2. The duly authorized financial officer of the Association shall certify to the Board the amount to be deducted monthly from the wages of such employees; such person to be identified to the Board by September 1, of each year. If the amount so certified is to be changed, the amount to be deducted from the wages of an employee who has authorized deductions shall be set by September 1 and shall not be increased or decreased until thirty (30) working days after written notice of such change has been received by the Superintendent from the duly authorized financial officer of the Association.

3. Bulletin board space shall be reserved at an accessible place to Association employees in each building for the posting of official notices or announcements of the Association and Board.

All other notices for posting are to be approved by the Superintendent or his designee prior to posting.

4. The Board agrees that there will be no lockout during the life of this Agreement. Association acknowledges that the employees of the Board, which it represents, are not entitled to strike, slow-down, stoppage of work, or mass sick call, or to import sanctions, or to take any other collective action to disable the Board in the discharge of its statutory and governmental duties, and the Association agrees that such action would constitute a material breach of the Agreement. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief as it may be entitled to have, in law or in equity, for injunction or damages or both in the event of such breach. It is further agreed that participation in any such illegal activity by any employee represented by the Association shall constitute sufficient grounds for termination of the employment of such employee or employees. The Association agrees that it will indemnify and save the Board harmless from any and all liability, claim, responsibility, damage, or suit which may arise out of any action taken by the Board in accordance with the terms of this Section or in reliance upon authorization described herein.

ARTICLE 5

BOARD RIGHTS

1. It is recognized that the Board has and will continue to

retain, whether exercised or not, the sole and unquestioned right, responsibility and prerogative to direct the operation of the public schools in the Township of West Milford in all its aspects, including, but not limited to the following:

2. To maintain public, elementary, and secondary schools and such other educational activities as in its judgment will best serve the interest of the Township of West Milford, to decide the need for school facilities; to determine the type of work to be performed, to assign all work to employees, and to contract for the performance of any work, with or without bid, and with outside independent contractors; to determine shift schedules and hours of work; to decide the methods, procedures, and means of conducting the work; to select, hire, and demote employees, including the right to prescribe and enforce reasonable rules and regulations for the maintenance of discipline and for the performance of work in accordance with the requirements of the Board of Education, provided such rules and regulations are made known in a reasonable manner to the employees affected by them; to discharge or otherwise discipline any employees for just cause; to promote, transfer, and lay off employees; to prepare and submit budgets to the voters and to allocate monies appropriated by the Township for maintenance of the schools, and to make such transfers of funds within the appropriate budget as it shall deem desirable. These rights, responsibilities, and prerogatives are not subject to delegation in whole or in part, except that the same shall not be exercised in violation of any of the specific terms and provisions of this

agreement.

3. It is understood and agreed that the provisions of the adopted policies of the Board of Education now in effect shall be binding on the parties hereto, except to the extent that any specific provision thereof shall be superseded by a specific provision or provisions of this Agreement, in which event this Agreement shall control.

4. The Board may, during the life of this Agreement, continue to make unilateral amendments, additions, subtractions, or modifications to its adopted policies, provided that no such amendments, additions, subtractions, or modifications shall override or contradict any specific provisions of this Agreement or reduce the benefits provided herein.

ARTICLE 6

EMPLOYEE RIGHTS

1. Whenever any employee is required to appear before any administrator or supervisor, Board or any committee, member, representative or agent thereof concerning any matter which could adversely affect the continuation of that employee in his position or employment or the salary or any benefits pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have representative(s) of the Association present to advise him and represent him during such meeting or interview.

2. An employee may request a change of school, assignment,

or both by written request made prior to May 1 for the ensuing school year. Such written requests shall be sent to the employee's immediate supervisor with a copy to the Superintendent of Schools.

3. Vacancies for positions shall be posted in all building locations accessible to Association employees and a copy sent to the Association President.

4. When the Board believes that a transfer will be in the best interest of the employee or the school affected, the employee will be advised in writing of this decision. A conference may be requested with the employee's immediate supervisor.

5. An employee and his representative shall, upon reasonable notice to the Administration, have the right to examine and, at his expense, receive copies of any documents in the employee's personnel file. Once every three (3) years the employee may indicate those documents, which, he believes, are irrelevant or obsolete or are otherwise inappropriate to retain. The Superintendent or his designee shall review these documents to determine whether or not any document should, in fact, be removed from the file. This decision shall be appealable only through Level 4 of the grievance procedure.

ARTICLE 7

SENIORITY

1. The Board shall maintain a list of employees showing their seniority in length of service with the Board and provide the Association with a copy on July 15 and January 15 of each year.

Upon completion of their probationary period, new employees shall be added to the list according to the date of first contract.

2. An employee shall be considered a probationary employee for the first ninety (90) calendar days from the date of first contract. All of the probationary period worked for continuous substitute employment prior to an employee's first contract to a position within the same job classification shall be waived.

In the case of probationary employees, there shall be no responsibility upon the Board for continuous employment nor for reemployment if laid off before the completion of their probationary period, but all other provisions of this Agreement shall apply. During such probationary period, layoff or discharge shall be left to the discretion of the Board.

3. In the event of an indefinite layoff, employees shall be laid off in the inverse order of their seniority in the district and in accordance with appropriate statutes. (See Law Reference Section.)

4. In the event that two or more employees commenced their employment on the same date, seniority shall be determined by alphabetical order of their last names at the date of first contract.

5. Laid-off full-time employees shall be rehired in the order of seniority and in accordance with appropriate statutes. (See Law Reference Section.)

6. Job openings will be posted thirty (30) days before the anticipated date that the job will become vacant, if at all

possible.

7. Where a promotional vacancy occurs, the Board shall promote the employee applicant, if any, with the greatest seniority who demonstrates the necessary ability and work experience to do the job. This decision may be appealed through all steps of the grievance procedure.

8. An employee who is promoted shall serve the same probationary period on the new job as a new hire. If he is removed from the new job during, or at the conclusion of, the probationary period, he shall be returned to his former job without loss of seniority or other benefits. This decision may be appealed only through Step 4 of the Grievance Procedure.

9. Nothing herein shall preclude the Board from filling emergency positions with any employee in the bargaining unit whom it finds qualified, provided such temporary assignment shall not exceed fifteen (15) working days. If the emergency extends beyond fifteen (15) working days, the Board and Association will meet to work out a mutually acceptable solution.

10. An employee shall lose his seniority rights under any of the following circumstances:

(a) Resignation

(b) Discharge for just cause

(c) A laid-off employee, who fails to respond to a recall notice from the Board within ten (10) days after receipt.

11. Shift preference may be granted on the basis of seniority within the classification as openings occur. Before vacancies are

filled, employees in the classification may be given shift preference. →

ARTICLE 8

WAGES AND HOURS

1. Regular hours of employment for all departments under this Agreement shall be forty (40) hours per week consisting of five (5) working days, Monday through Friday, inclusive, of eight and one-half (8 1/2) continuous hours each day including one-half (1/2) hour lunch period. The one-half hour lunch period shall be duty-free, except in case of emergency. In the case of the security guard, regular hours shall be thirty-five (35) hours per week consisting of seven (7) working days, Monday through Sunday, inclusive of five (5) continuous hours each day. Shift schedules for custodial employees are set forth in Schedule "B" attached and part of this Agreement.

2. Overtime rates at time and one-half will be paid when authorized by the Superintendent of Schools or designee on the following basis:

(a) All time worked in excess of eight (8) hours in one work day.

(b) All time worked on Saturdays.

3. Overtime rates at double time will be paid for hours worked on Sundays and on Holidays, as set forth in Article 9: Vacations and Holidays.

4. Full-time employees shall be given preference on all

overtime assignments.

5. The Board agrees that there will be a reasonably equal distribution of scheduled overtime work within classifications at each school among the employees at that school, taking into consideration the shift to which they are regularly assigned and the opportunities granted but turned down by an employee for overtime work.

6. An employee on "emergency call in" shall be paid a minimum of three (3) hours. Emergency overtime shall not be considered part of the "reasonably equal distribution of scheduled overtime work" referred to in Section 5 of this Article. The Association shall be given a list of all overtime hours worked by each employee on a regular basis. Emergency overtime shall not be considered in the equalization of regularly scheduled overtime. The section shall not apply to maintenance mechanics when on emergency call related to their respective specialty area, which is compensated in the salary for said positions. Specialty areas shall include: plumber, electrician, heating/ventilation, carpenter, and mechanic.

7. During the school year, a custodial employee assigned to substitute in the position of Head Custodian, Assistant Head Custodian (2nd shift), or Second Assistant Custodian (Cafeteria) for ten (10) work days shall on the eleventh (11th) work day receive the added compensation for that position. The same employee shall again receive the added compensation for any subsequent work days in the same substitute assignment within the

current school year.

8. Compensation for all classifications is set forth in the attached Schedule "A" and is part of this Agreement.

Movement to the next consecutive step shall occur on July 1 of each subsequent year. Except that, employees must have been hired prior to February 1 in order to move to the next consecutive step in the current year.

9. Employees shall be paid prior to vacation leave when possible.

ARTICLE 9

VACATIONS AND HOLIDAYS

A. Vacations:

1. For the purpose of this Article, length of service is defined as continuous service with the Board since the date of first contract.

2. All employees covered by this Agreement shall earn vacation leave determined by length of service as outlined below:

a. Less than 1 year -- One (1) vacation day for each month of service by July 1st of the current year, not to exceed ten (10) days.

b. Less than 5 years -- Ten (10) vacation days for one (1) year but less than five (5) years of service by July 1st of the current year.

c. Less than 10 years -- Fifteen (15) vacation days for five (5) years but less than ten (10) years of service by July 1st

of the current year.

d. Ten years -- Twenty (20) vacation days for ten (10) years of service by July 1st of the current year for employees hired prior to July 1, 1990.

e. Twelve years -- For employees hired on or after July 1, 1990, twenty (20) vacation days for twelve (12) years of service by July 1st of the current school year.

3. The vacation day schedule will be set up by mutual agreement between the head custodian or the employee's immediate supervisor and the employee, with the approval of the Superintendent of Schools. Preference shall be given to employee seniority.

4. An employee may elect to use vacation leave when an employee has no sick leave available.

5. Unused vacation days up to a maximum of five (5) days may be carried over to the subsequent year with the Superintendent's approval.

6. Reasonable requests for vacation during the school year shall be granted with the approval of the Superintendent of Schools or School Business Administrator.

7. After the first year of employment, employees who leave the district shall receive unused vacation pay prorated and based upon the percentage of the nearest whole month worked over twelve (12) from the previous July 1st.

B. Holidays:

1. All employees covered by this Agreement shall be entitled to thirteen (13) paid holidays per contract year.

2. The Board shall adopt the school calendar for each year after discussion with the Association.

3. Under normal circumstances, the following days shall be observed as days off with full pay: New Year's Day, Lincoln's Birthday or Washington's Birthday, Good Friday, Easter Monday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, Christmas Eve, Christmas Day, and a thirteenth day designated by the Superintendent.

4. If the Board shall determine to keep the school district open on one or more of the above days, employees shall receive vacation day credit as a substitute for each day.

5. New Year's Eve Day shall be observed as a full day off with pay if it occurs on a Monday, Tuesday, Wednesday, Thursday, or Friday.

ARTICLE 10

LEAVE PROVISIONS

1. Employees who are absent because of personal illness, injury other than on the job, physical and emotional disability, or quarantine regulations of a Board of Health shall be entitled to full pay for twelve (12) days each year. Effective July 1, 1994, employees hired after July 1 of any year shall receive their first year sick leave pro-rated at the rate of one (1) day per month.

2. The unused portion of annual sick days is cumulative, except while an employee is on leave of absence without pay.

3. In exceptional cases, the Board may grant additional sick leave with pay. Requests for such additional sick leave shall be in writing and be submitted to the Superintendent of Schools.

4. It shall be the responsibility of the employee to notify the Operations Department of an absence before the start of his shift. As in the past, in addition to notifying the Operations Department, Head Custodians must arrange coverage for their own absence.

5. For absences exceeding five (5) consecutive work days, it shall be the responsibility of the employee to provide a doctor's certification to the Superintendent of Schools attesting to the need for absence and the employee's ability to resume performance of duties.

6. The Superintendent of Schools may request acceptable medical certification from any employee if absence from duty occurs frequently or habitually.

7. Personal Leave Provisions: Personal leave at full pay as stated below shall be provided per contract year and shall not be cumulative for use in another contract year.

a. Personal Business:* Two (2) days which have been applied for at least three (3) work days in advance, except in the case of emergency, and approved by the employee's immediate supervisor. Employees will not be required to state reasons except for Mondays or Fridays and the day preceding or the day following

a holiday or vacation.

b. . Illness in immediate family* "Immediate family" as defined in 8(e) of this Article shall apply.

c. Marriage*

*Personal leave provided in items a, b, and c above shall not exceed a total of five (5) days in any contract year. If no days are used under items a, b, and c above, two (2) additional days will be credited to the employee's sick days for the subsequent year.

d. Jury Duty: An employee who is required to be absent from work in order to report for jury duty on a regularly scheduled work day shall not be required to report for work on such day and will receive pay at the regular base rate less the compensation paid him with respect to such jury duty. This provision shall not apply in case of jury duty on any day during which an employee is not scheduled to work, nor on holidays, vacation periods, or authorized leaves of absence, nor shall such provision apply to employees who have volunteered for jury duty.

e. Death in the Immediate Family: Up to five (5) days. Immediate family shall be considered: father, mother, spouse, child, brother, sister, mother-in-law, father-in-law, son- or daughter-in-law, sister- or brother-in-law, grandparent or grandchild.

9. Leaves of Absence:

a. The Board of Education may grant leaves of absence without pay for a period not to exceed one (1) year. Requests for

such leave shall be made in writing to the Superintendent and shall include a statement of the reasons for and the length of leave requested.

b. Any employee who takes a leave of absence without pay of thirty (30) days or more shall be reinstated to his former job or one of similar class or grade if one then exists, provided such employee reports for work at the expiration of the leave of absence. If no such job is available, the employee will be considered to have been laid off for lack of work and the appropriate provisions of Article VII will apply.

c. Any benefits for sick leave, the accumulation of sick leave, personal leave, holiday and vacation leave, longevity service provided in this Agreement shall not apply to any employee on leave of absence without pay.

10. Upon certified retirement, an employee shall receive payment for accumulated sick leave at the following rate: \$40.00 per day for the life of this Agreement.

Should an employee, for the life of this agreement, otherwise be eligible for a certified retirement under PERS die before retirement, the unused sick day payment above shall be made to the employee's estate.

ARTICLE 11

INSURANCE AND PENSION

1. The Board shall provide and pay for the following insurance for all employees and their enrolled dependents:

(a) A Board-sponsored insurance program of medical-surgical, hospitalization, Rider J, major medical, and dental protection shall be provided to all contractual employees beyond a minimum of twenty (20) hours per week with full coverage on family health insurance.

(b) New Jersey Dental Service Plan, Inc.

(c) A Prescription Drug Plan-not to exceed \$144 per employee.

(d) Employees shall be notified in writing of any changes in procedures or benefits for all insurance and pension plans.

2. The Association and the Board of Education both recognize the ever spiraling costs of health insurance programs and agree to work together in eliminating double coverage, incorrect coverage, and other problems in order to provide maximum benefits for the premium spent.

3. Any employee who voluntarily diminishes coverage shall be entitled to re-establish the diminished coverage during the next open enrollment period. Any employee who voluntarily acts under this provision shall be reimbursed for the cost of coverage obtained under COBRA benefits obtained by a spouse in the event same becomes necessary during the diminished period until the next open enrollment opportunity.

ARTICLE 12

EMPLOYEE SAFETY

1. A joint Safety Committee shall be formed by the Board and the Association and said Committee shall meet as required to review the Association's recommendations with respect to safety and health conditions in all departments.

2. The Board shall provide four (4) uniforms per employee each year as soon as possible.

3. The Board shall furnish safety equipment and accessories to any employee working in hazardous locations and on hazardous equipment.

4. No employee shall be required to work in any area deemed unsafe by the Safety Committee.

5. The Board shall provide security guards with flashlights and two-way radios.

6. An Association committee shall review all uniform bids for quality and style and to make appropriate recommendations to the Board.

7. Employees must wear the uniforms, including shoes, provided by the Board during their paid working hours.

ARTICLE 13

EMPLOYEE DEVELOPMENT

1. The Board shall pay the full cost of tuition and other reasonable expenses incurred in connection with any course, workshop, seminar, conference, in-service training session, or such

sessions which a full-time employee is required to attend by the Board.

2. Employees who wish to enroll in or attend any course, workshop, seminar, conference, or in-service training session must receive the prior approval of the immediate Supervisor, the Superintendent or his designee and the Board. Employees receiving such approval shall be reimbursed for tuition and other reasonable expenses associated with attendance. Payment will be made upon successful completion of the course and submission of required documentation.

3. The Board shall cooperate with the Association in providing "in-service" training and vocational courses to employees submitting requests for same.

ARTICLE 14

DISCIPLINARY PROCEDURE

1. All disciplinary actions shall be applied in a fair manner and shall be consistent with the infraction for which the disciplinary action is being applied.

2. Disciplinary actions shall, depending on the nature of the infraction, normally include:

- (a) a verbal warning
- (b) a written warning
- (c) suspension without pay, remediation period, or reassignment
- (d) discharge

and shall follow this order.

3. All disciplinary actions may be appealed through the established grievance procedure, commissioner, or courts.

4. All suspensions and discharges must be for just cause and must be stated in writing with reason given and a copy given to the employee within one (1) working day of suspension or discharge.

ARTICLE 15

SAVINGS CLAUSE

Should any article, section or portion thereof, of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific Article, section, or portion thereof directly specified in the decision; upon the issuance of such a decision, the parties agree immediately to negotiate concerning a substitute for the invalidated Article, section, or portion thereof.

ARTICLE 16

DURATION OF AGREEMENT

This agreement shall be effective as of the first day of July 1, 1993, and shall remain in full force and effect until the 30th day of June, 1996.

IN WITNESS WHEREOF, The parties hereto have caused this Agreement to be signed by their respective Presidents, attested to by their respective Secretaries, and their corporate seals placed thereon, all on the day and year first above written.

ATTEST:

Barbara Kaye Mortimer
Barbara Kaye Mortimer
Board Secretary

BOARD OF EDUCATION OF THE
TOWNSHIP OF WEST MILFORD, IN THE
COUNTY OF PASSAIC

By: Joseph Duffy
Joseph Duffy
President

WEST MILFORD CUSTODIAL AND
MAINTENANCE ASSOCIATION

John Wilson
John Wilson
Association Secretary

By: Marino Reffi
Marino Reffi
President

T. Kershaw
Ted Kershaw, Vice President

Robert Bott
Robert Bott
Negotiating Committee

Paul McKinnon
Paul McKinnon,
Negotiating Committee

SCHEDULE A: COMPENSATION

-I. <u>SALARY</u>	<u>93-94</u>	<u>94-95</u>	<u>95-96</u>
<u>A. CUSTODIANS:</u>			
1. <u>High School:</u> (220,000 square feet or higher)			
a. Head Custodian	35,069	35,893	36,934
b. Assistant Head Custodian (Computer)	31,711	32,456	33,397
c. Assistant Head Custodian	30,640	31,360	32,269
d. 2nd Assistant Head Custodian (Cafeteria)	29,417	30,108	30,981
2. <u>Middle School:</u> (120,000 - 219,999 square feet)			
a. Head Custodian	31,964	32,715	33,664
b. Assistant Head Custodian	30,640	31,360	32,269
c. 2nd Assistant Head Custodian (Cafeteria)	29,417	30,108	30,981
3. <u>Elementary School:</u> (up to 120,000 square feet)			
a. Head Custodian	30,741	31,463	32,376
b. Assistant Head Custodian	29,622	30,318	31,197
4. <u>Custodian - All Schools:</u>			
Step 1:	24,361	24,914	25,637
Step 2:	26,569	27,193	27,982
Step 3:	28,297	28,962	29,802
<u>B. MAINTENANCE:</u>			
1. Maintenance Mechanics			
(a) Plumber			
(b) Heating/Ventilation Specialist			
(c) Carpenter			
(d) Electrician			
(e) Maintenance Equipment Mechanic			
Step 1:	28,374	29,042	29,884
Step 2:	30,947	31,675	32,593
Step 3:	32,961	33,736	34,714

2. General Maintenance

Step 1:	27,446	28,091	28,906
Step 2:	29,957	30,661	31,550
Step 3:	31,906	32,656	33,603

C. TRANSPORTATION:

1. Chief Mechanic	39,833	40,769	41,951
2. Mechanic - Class 1	31,906	32,656	33,603
3. Mechanic - Class 2	30,762	31,485	32,398
4. Mechanic - Class 3	29,620	30,316	31,195
5. Serviceman/Mechanic Helper	28,297	28,962	29,802

D. OTHER CLASSIFICATIONS:

1. Messenger	23,580	24,134	24,834
2. Security Guard	19,935	20,403	20,995
3. Substitute Custodian	7.00/h	7.00/h	7.00/h
4. Probationary Employee	8.80/h	8.80/h	8.80/h

II. LONGEVITY PLAN

1. Plan for employees hired prior to July 1, 1990, as follows:

	93-94 Rate	3 YEARS	5 YEARS	10 YEARS	15 YEARS	20 YEARS	25 YEARS
CUSTODIAN							
HIGH SCHOOL							
Head	\$35,069	\$701	\$1,052	\$1,753	\$2,455	\$3,156	\$3,507
Asst. Head	\$30,640	\$613	\$ 919	\$1,532	\$2,145	\$2,758	\$3,064
2nd Asst. Head	\$29,417	\$588	\$ 883	\$1,471	\$2,059	\$2,648	\$2,942
MIDDLE SCHOOL							
Head	\$31,964	\$639	\$ 959	\$1,598	\$2,237	\$2,877	\$3,196
Asst. Head	\$30,640	\$613	\$ 919	\$1,532	\$2,145	\$2,758	\$3,064
2nd Asst. Head	\$29,417	\$588	\$ 883	\$1,471	\$2,059	\$2,648	\$2,942
ELEMENTARY							
Head	\$30,741	\$615	\$ 922	\$1,537	\$2,152	\$2,767	\$3,074
Asst. Head	\$29,622	\$592	\$ 889	\$1,481	\$2,074	\$2,666	\$2,962
ALL SCHOOLS							
Custodian	\$28,297	\$566	\$ 849	\$1,415	\$1,981	\$2,547	\$2,830
MAINTENANCE							
Maintenance Mech	\$32,961	\$659	\$ 989	\$1,648	\$2,307	\$2,966	\$3,296
Gen Maintenance	\$31,906	\$638	\$ 957	\$1,595	\$2,233	\$2,872	\$3,191
TRANSPORTATION							
Chief Mechanic	\$39,833	\$797	\$1,195	\$1,992	\$2,788	\$3,585	\$3,983
Mechanic 1	\$31,906	\$638	\$ 957	\$1,595	\$2,233	\$2,872	\$3,191
Mechanic 2	\$30,762	\$615	\$ 923	\$1,538	\$2,153	\$2,769	\$3,076
Mechanic 3	\$29,620	\$592	\$ 889	\$1,481	\$2,073	\$2,666	\$2,962
Serviceman Helper	\$28,297	\$566	\$ 849	\$1,415	\$1,981	\$2,547	\$2,830
OTHERS							
Messenger	\$23,580	\$472	\$ 707	\$1,179	\$1,651	\$2,122	\$2,358
Security Guard	\$19,935	\$399	\$ 598	\$ 997	\$1,395	\$1,794	\$1,994

2. Plan for employees hired on or after July 1, 1990, as follows: Longevity increments of \$500 after 15, 20, 25, 30, and 35 years shall be granted for employment experience within the school district.

III. STIPENDS:

A. Custodial/Maintenance:

1. Fireman's Certificate: A stipend of \$100 will be paid to all custodial employees who provide evidence of a valid boiler license.
2. Maintenance: A stipend of \$575 will be paid to maintenance employees with additional leadership responsibilities assigned prior to July 1, 1990, in the areas of electrical, plumbing, heating/ventilation, carpentry, and grounds.
3. Vacuum Repair: A stipend of \$450 will be paid for the additional assignment responsibility for the repair of district vacuum cleaners.
4. Glass Cutting: A stipend of \$450 will be paid for the additional assignment responsibility of glass cutting for district window repairs.
5. Certificate stipends of \$200 shall be "grandfathered" for employees receiving such stipends prior to July 1, 1990.

SCHEDULE B: SHIFT SCHEDULES

I.- Custodial Employees

A. REGULAR SHIFTS ON REGULAR DAYS/DELAY OPENINGS

<u>High School</u>	Head Custodian + Custodian	6:00 am - 2:30 pm
	2nd Asst Head Custodian (Caf)	7:00 am - 3:30 pm
	Asst Head Custodian & 2nd Shift	3:00 pm - 11:30 pm
<u>Macopin School</u>	Head Custodian	6:00 am - 2:30 pm
	2nd Asst Head Custodian (Caf)	9:00 am - 5:30 pm
	Asst Head Custodian & 2nd Shift	3:00 pm - 11:30 pm
<u>Elementary Schools¹</u>	Head Custodian	7:00 am - 3:30 pm
	Asst Head Custodian & 2nd Shift	3:00 pm - 11:30 pm
<u>Elementary Schools²</u>	Head Custodian	7:00 am - 3:30 pm
	Asst Head Custodian & 2nd Shift	3:00 pm - 11:30 pm

NOTE: If Elementary student start times change, second shift start times will change. Every effort will be made to notify affected employees by May 1 of each year.

B. UNPLANNED CLOSINGS

High School

6:00 am - 2:30 pm	Head Cust & Cust
7:00 am - 3:30 pm	2nd Asst Head
8:00 am - 4:30 pm ³	Rest of staff

Macopin School

6:00 am - 2:30 pm	Head Custodian
8:00 am - 4:30 pm	Rest of staff

Elementary Schools

7:00 am - 3:30 pm	Head Custodian
8:00 am - 4:30 pm	Rest of staff

¹ Those Elementary Schools with student starting times of 8:30 a.m. or earlier.

² Those Elementary Schools with student starting times after 8:30 a.m.

³ Or within reasonable time after call in by Head Custodian. Employees will work a full 8½ hour shift regardless of their arrival time.

C. PLANNED CLOSINGS

High School

7:00 am - 3:30 pm
Event coverage 2, 3 or 4 persons (with prior notice)

Macopin School

7:00 am - 3:30 pm
Event coverage 2 persons (with prior notice)

Elementary
Schools

7:00 am - 3:30 pm

D. SUMMER

7:00 am - 3:30 pm
Custodial/Maintenance/Mechanic personnel

- E. Any adjustment to "school year" shifts on non-teacher days shall first be discussed between the Association and the appropriate immediate supervisor and agreement approved by the Superintendent or designee.

II. Maintenance Employees:

Maintenance shifts shall remain unchanged, with the understanding that maintenance employees will not be brought in early in order to avoid payment of overtime. With one week's prior notice, the Board may change the Maintenance shifts to perform special projects.

III. Other Non-Custodial Employees:

As assigned by Immediate Supervisor

LAW REFERENCE SECTION

New Jersey Statutes, 18A:17-3: Tenure of janitorial employees. Every public school janitor of a school district shall, unless he is appointed for a fixed term, hold his office, position or employment under tenure during good behavior and efficiency and shall not be dismissed or suspended or reduced in compensation, except as the result of the reduction of the number of janitors in the district made in accordance with the provisions of this title or except for neglect, misbehavior or other offense and only in the manner prescribed by subarticle B of article 2 of chapter 6 of this title.

New Jersey Statutes, 18A:17-4: Reduction in number of janitorial employees. No board of education shall reduce the number of janitors, janitor engineers, custodians or janitorial employees in any district by reason of residence, age, sex, race, religion or political affiliation and when any janitor, janitor engineer, custodian or janitorial employee under tenure is dismissed by reason of reduction in the number of such employees, the one having the least number of years to his credit shall be dismissed in preference to any other having a longer term of service and the person so dismissed shall be and remain upon a preferred eligibility list, in the order of years of service, for reemployment whenever vacancies occur and shall be reemployed by the board in such order and upon reemployment shall be given full recognition for previous years in his respective positions and employments.

Workmen's Compensation: The Board hereby gives notice to all employees that payment of compensation has been secured in accordance with the provisions of the Employer's Liability Insurance Law, Title 34, Chapter 15, Article 5, Revised Statutes, New Jersey.

