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THIS BOOK DOES
NOT CIRCULATE

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WALL TOWNSHIP BOARD OF EDUCATION
and
AMERICAN FEDERATION OF STATE,
COUNTY, MUNICIPAL EMPLOYEES, AFL-CIO

July 1, 1969 - June 30, 1970

PREAMBLE

This Agreement entered into this first day of July 1969, by and between the Wall Township Board of Education, New Jersey, hereinafter called the "Board", and the American Federation of State, County, Municipal Employees, AFL-CIO, hereinafter called the "Union".

ARTICLE I

RECOGNITION

A. The Board hereby recognizes the Union as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for all of the maintenance and custodial employees and groundsmen, excluding all supervisory personnel and all other employees of the Board.

ARTICLE II

PROBATIONARY PERIODS

A. All newly hired non-certified personnel shall serve a six month probationary period. This probationary period may be extended an additional six months upon notification to the union by the Board during the first five months of employment. Upon notification, joint review will be made by the Board and the Union.

B. In the event of the filling of a position of head custodian such employee shall serve a trial basis of three months with such trial basis taking place during the school year, between September 1st through June 15th.

C. No employee, other than those on probationary status, shall be discharged or disciplined without just cause, subject to the grievance procedure.

ARTICLE III

NEGOTIATION PROCEDURE

A. In accordance with Chapter 303, Public Law 1968, the parties agreed to enter into negotiations in a good faith effort to reach agreement concerning the terms and condition of employment.

B. On or before the third Thursday in September of each year, the Union shall meet with the Board in formal session to present all demands and to establish procedural ground rules for negotiation.

C. Representatives of the Board and the Union shall begin negotiation on or before the third Thursday in October. During the interim period, between the date of submission of demands and the date of commencing of negotiation by the representatives, union representatives shall meet as requested for the purpose of clarification of financial details and contractual meaning with Board Representatives as is necessary.

D. This Agreement incorporates the entire understanding of the parties on matters which were or could have been the subject of negotiation. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.

E. Except as this agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement shall remain in full

force and effect except proposed new rules or modification of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

F. All present conditions beneficial to employees not covered by this Agreement, and now in effect as regular Employer practice shall remain in effect unless provided for otherwise in this Agreement, or unless otherwise changed hereafter by mutual consent of the Board and the Union.

ARTICLE IV

GRIEVANCE PROCEDURE

A. Definition

A "grievance" shall mean a complaint by an employee (1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this Agreement or (2) that he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, except that the term "grievance" shall not apply to any matter as to which (a) a method of review is required by law or by any rule or regulation of the State Commissioner or Education having the force and effect of law, or (b) the Board of Education is without legal authority to act or (c) a complaint of a probationary employee which arises by reason of his not being re-employed.

B. Procedure

1. Any individual employee of the district shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal.

2. A grievance to be considered must be taken up by the employee within ten (10) calendar days of its occurrence or within ten (10) calendar days after he would reasonably be expected to know of its occurrence.

3. An employee, with or without the Shop Steward, shall first discuss with his immediate supervisor the nature of his complaint.

4. If the complaint is not resolved to the employee's satisfaction with the immediate Supervisor, the employee may, within ten (10) work days of receipt of answer from the immediate Supervisor, submit it to the Building Principal in writing specifying his dissatisfaction with decisions previously rendered. (copy to the immediate Supervisor).

5. The Building Principal shall meet with the Employee and Shop Steward within ten (10) work days from the date of the application.

6. The Building Principal shall advise the Employee of his decision in writing within ten (10) work days after such meeting.

7. If the Building Principal fails to act as outlined in Paragraph 6 or 7 above, or the Employee is dissatisfied with the Building Principal's decision, the Employee, within ten (10) work days of the failure and/or date of decision by the Building Principal, may submit his grievance to the Superintendent. This shall include all written communications and shall include a statement as to the dissatisfaction with the Building Principal's action. (copy to Building Principal).

8. The Superintendent shall take such steps as he deems necessary and desirable, which shall include a hearing with the Employee and Union Representative to effect an equitable determination of the grievance and shall render his decision in writing to the Employee within ten (10) working days from the receipt of said grievance.

9. If the Employee is dissatisfied with the decision or action of the Superintendent, he may submit his grievance to the Board. The Board shall take such steps as it deems

necessary and desirable, which shall include a hearing with the Employee and Union Representative to effect an equitable determination of the grievance and shall render its decision in writing to the Employee within fifteen (15) working days from the receipt of said grievance.

10. If the Employee is dissatisfied with the decision or action of the Board, the Employee or the Union may request the appointment of an Arbitrator, such request to be made known to the Superintendent no later than ten (10) work days after the decision of the Board was made known to the Employee.

11. The following procedure will be used to secure the services of an Arbitrator:

a. A representative of the Board and a representative of the Union will attempt to select a mutually-satisfactory Arbitrator.

b. If they are unable to do so within ten (10) work days after the Superintendent was notified of the Union's decision to go to Arbitration, a request will be made to the American Arbitration Association to submit a roster of persons qualified to function as an Arbitrator in the dispute in question.

c. If the parties are unable to determine a mutually satisfactory Arbitrator from the submitted list, the American Arbitration Association may be requested by either party to submit a second list of five names. Both the Board and the Union shall have the right to strike two names from the list.

12. All tenure limits may be waived by mutual consent if they should prove restrictive in any specific proceedings.

C. Costs:

a. Each party will bear the total cost incurred by themselves.

b. The fees and expenses of the Arbitrator are the only costs which will be shared by the two parties.

c. All cost of, and expenses incurred by, the Arbitrator will be shared equally by the Board and the Union.

ARTICLE V

SALARIES & ECONOMIC BENEFITS

- A. The Salary schedule, effective beginning July 1, 1969 is as shown on Schedule A attached:
- B. Wage increases for presently employed personnel to reach the salary guide effective July 1, 1970 is as indicated in Schedule B attached:
- C. For new hires the salary guide from Schedule A will be effective with the contract year of 1970-1971. Newly hired employees for the school year 1969-1970 will be hired on a 50% adjusted guide.
- D. The Board agrees to guarantee 11 paid holidays to the employees covered by this Agreement, with the understanding that if less than 11 paid holidays are provided in the school calendar, the remaining day or days shall be assigned at the discretion of the Supervisor.
- E. The Board agrees to provide two 15 minute coffee breaks. One in the morning and one in the afternoon, with the understanding that all coffee will be consumed on the school building premises and that if such coffee is not available on the premises, only one man is permitted to drive off the premises to pick up the necessary coffee.
- F. The Board agrees to guarantee four hours "call-in pay" for all employees covered by this Agreement for any maintenance or custodial emergency, recognizing that emergency is only an unplanned situation and does not cover any assigned scheduled work such as PTA meetings. The Union agrees that this four hour guarantee does not apply at the beginning of a work day which runs into a regular scheduled work period.

G. The Board agrees that all employees shall be covered by the basic hospitalization, medical-surgical, and major/medical health program, with the total cost for the family to be paid by the Board.

H. Vacations:

1. Those employees who have 15 days vacation, and who make prior arrangements and changing such prior arrangements will cause a lost of income or expense to the individual, shall be permitted to take those 15 days unencumbered. The present procedure for applying for more than 2 consecutive weeks of vacation shall be followed. The Union agrees to discuss any problems caused by the above in the event an emergency makes it desirable for the individual to forego his vacation time.

2. If an employee has less than 1 year service, he shall accrue 1 days vacation per month, not to exceed 10 vacation days.

3. The employee shall be permitted to consider his seniority as a right in selecting vacation time within the framework of the established vacation policy and the discretion of the supervisor concerning the need for work to be performed.

I. The Board's present policy concerning sick leave shall continue.

J. The renewal of the individual yearly contract for each employee shall not be withheld without just cause, subject to the grievance procedure.

K. Overtime:

1. The Board agrees to rotate overtime among all employees provided however, that the employee, to receive overtime, must be full qualified to perform the duties.

2. The Union agrees that necessary overtime within the department must be performed and if no other person desires such overtime, the least senior man who is qualified must perform the required overtime.

3. The Board agrees to continue the present procedure of granting 15 minutes overtime pay for any portion of 15 minutes worked overtime.

ARTICLE VI

MISCELLANEOUS

A. The Board agrees to consider seniority for job transfers with the expressed provision that the Board retains the right to establish job requirements, to determine those who qualify for a position and that after such determination is made, the most senior of those who qualify, according to the determination of the Board, shall receive the job.

B. The Board agrees, at its expense, to secure a Uniform Rental service including laundering for custodians, maintenance men, and groundsmen.

C. The Board agrees to release the employees from work when the T-HI exceeds 82. (T-HI equals $td + tw \times .4 + 15$)
or above.

D. The Board agrees, by July 1, 1969, to release the head custodian from the requirement of checking their buildings twice each Saturday, Sunday, Holiday and other time school is not in session. The Board intends to accomplish this by hiring a security employee and making such duty part of his job description.

ARTICLE VII

DURATION

This Agreement shall be effective as of July 1, 1969 and shall continue in effect until June 30, 1970. It shall be automatically renewed each year thereafter, subject only to admendments, modifications, or additions in accordance with Article III, Section B.

In witness whereof the parties hereto have caused this Agreement to be signed by their respective representatives.

UNION:

BOARD:

By: _____

By: _____

By: _____

By: _____

Date: _____

SCHEDULE A:

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WALL TOWNSHIP PUBLIC SCHOOLS

Salary Guide
Maintenance-Custodial

<u>Step</u>	<u>MOT-2</u>	<u>MOT-2a</u>	<u>MOT-3</u>	<u>MOT-3a</u>	<u>MOT-3b</u>	<u>MOT-5</u>
1	3583	4300	4650	4850	5250	4900
2	3791	4550	4900	5100	5500	5150
3	3999	4800	5150	5350	5750	5400
4	4207	5050	5400	5600	6000	5650
5	4415	5300	5650	5850	6250	5900
6	4623	5550	5900	6100	6500	6150
7	4831	5800	6150	6350	6750	6400
8	5039	6050	6400	6600	7000	6650
9	5247	6300	6650	6850	7250	6900
10	5455	6550	6900	7100	7500	7150
9@	\$208	9@ \$250	9@ \$250	9@ \$250	9@ \$250	9@ \$250

- MOT-2 - 10 mos. Custodians & Matrons
- MOT-2a - 12 mos. Custodians & Matrons
- MOT-3 - 12 mos. (Head Custodians - Allenwood & West Belmar & Groundsmen)
- MOT-3a - 12 mos. Head Custodian - Central
- MOT-3b - 12 mos. Head Custodians - High School & Intermediate
- MOT-5 - 12 mos. Maintenance Personnel

SCHEDULE B:

WALL TOWNSHIP PUBLIC SCHOOLS

Salary Guide
Maintenance -Custodial
Wage Increments of Presently Employed Personnels to
Achieve Salary Guide

Name of Employee	Wage Increment July 1, 1969	Wage Increment July 1, 1970
Adam	550	550
Stone	375	375
White	325	325
Delius	300	300
Rosner	450	450
Godin	258	259
Lokerson	425	425
Lowitz	525	525
Deitrich	300	300
Black	275	275
Dalton	450	450
Foley	425	425
Andrews	400	400
Muir	525	525
Woolley	400	400
Hunt	325	325
O'Malley	325	325
Gratton	375	375
McAndrews	325	325
Abbott	325	325
Herr	300	300
Miller	325	325
Crosby	275	275
Fitterer	325	325
Heulitt	275	275
Walling	425	425
Langel	425	425
Hasbrouck	325	325
Newman	325	325
Chandler	400	400