

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE WEST MILFORD TOWNSHIP  
BOARD OF EDUCATION**

**AND THE**

**WEST MILFORD CUSTODIAL AND  
MAINTENANCE ASSOCIATION**

**COVERING THE PERIOD OF**

**JULY 1, 2009, THROUGH JUNE 30, 2012**

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**PREAMBLE**

THIS AGREEMENT is made and entered into this 22<sup>nd</sup> day of February in the year Two Thousand and Ten.

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 Supervisor of Operations and Environmental Compliance 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 – SALARY AND HOURS

- A. 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 ½) continuous hours each day including one-half (½) 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 six (6) working days, Monday through Sunday. Shift schedules for custodial employees are set forth in Schedule "B" attached and part of this Agreement.
- B. Overtime rates at time and one-half will be paid when authorized by the Superintendent of Schools or designee on the following basis:
1. All time worked in excess of eight (8) hours in one work day.
  2. All time worked on Saturdays.
- C. Overtime rates at double time will be paid for hours worked on Sundays and on Holidays, as set forth in Article 6, Vacations and Holidays.
- D.
1. Full-time employees shall be given preference on all overtime assignments, except Messenger and Security Guard positions.
  2. If weekend overtime is necessary at the high school, the following manpower assignments may be made: if two people are to work the same shift, one may be a regular part-time employee; if three or four people are to work the same day, one may be a regular part-time employee.
  3. At the Middle School, if two or more employees are necessary, one may be a regular part-time employee.

4. The parties recognize that the program set forth in paragraphs (2) and (3) above are new. They, therefore, agree to meet as is necessary to discuss problems that may arise.
- E. 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.
- F. 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 E 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.
- G. 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 five (5) work days shall on the sixth (6th) 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.
- H. 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.

- I. Employees shall be paid prior to vacation leave when possible.

### ARTICLE 3 – BENEFITS

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

1. A Board-sponsored insurance program of medical-surgical hospitalization, Rider J, major medical, shall be provided to all contractual employees working more than twenty-five (25) hours per week with full coverage on family health insurance. For persons selecting the Traditional/PPO program; second opinions shall be required prior to certain medical and surgical treatments; pre-admission notification and continued stay renew shall also be required. Employees hired after May 20, 2004, shall only be eligible for point-of-service (POS) medical insurance coverage, if otherwise qualified, however they may buy up to Traditional/PPO coverage by paying the difference in premiums through payroll deduction.
2. Effective March 1, 2010, the co-pay has increased for POS participants to fifteen dollars (\$15.00) for all services as described in the schedule of covered services.
3. Effective March 1, 2010, the deductible for the Traditional/PPO plan participants will increase to three hundred dollars (\$300.00) per person and six hundred dollars (\$600.00) per family.

4. Employees currently enrolled in Traditional/PPO who voluntarily switch to POS will receive 35% of the difference in premiums between the Traditional/PPO plan and the POS plan for the same type of coverage for three (3) years following the switch. After three (3) years, payment will terminate. Once an employee switches to POS, the employee shall no longer be eligible for Traditional/PPO.
  5. A Board-sponsored insurance program of dental protection.
  6. Employees shall be notified in writing of any changes in procedures or benefits for all insurance and pension plans.
- B. 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.
- C. Employees may voluntarily forego health insurance coverage. Any employee who voluntarily foregoes health insurance will receive a stipend in the amount of: \$2,000 for each year of the term of this Agreement. Any employee who voluntarily foregoes health insurance coverage shall be entitled to re-establish coverage he/she is eligible upon the occurrence of a major life event.

#### ARTICLE 4 – LEAVES

- A. Sick Leave: 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. Beginning July 1, 2000, the sick leave entitlement shall be thirteen (13) days per year. 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. The unused portion of annual sick days is cumulative, except while an employee is on leave of absence without pay.

1. Unused Sick Day Reimbursement: Upon certified retirement, an employee shall receive payment for accumulated unused sick leave at the following rate: \$60.00 per day for each year of the term of this agreement. Payment shall be made by January 15<sup>th</sup> of the year following retirement. 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.
2. 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.
3. It shall be the responsibility of the employee to notify the Operations Department of an absence before the start of his shift. To the extent possible, afternoon shift absences must be reported by 10:00 a.m. As in the past, in addition to notifying the Operations Department, Head Custodians must arrange coverage for their own absence.
4. For absences exceeding five (5) consecutive workdays, it shall be the responsibility of the employee to provide a doctor's certification via the Supervisor to the Superintendent of Schools attesting to the need for absence and the employee's ability to resume performance of duties.
5. The Superintendent of Schools may request acceptable medical certification from any employee if absence from duty occurs frequently or habitually.



B. Personal Leave: 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.

1. Personal Business:\* Two (2) days which have been applied for at least eight (8) 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.

2. Illness in immediate family\*: "Immediate family" as defined in G (5) of this Article shall apply.

3. Marriage\*

\*Personal leave provided in items 1, 2, and 3 above shall not exceed a total of five (5) days in any contract year. If no days are used under items 1, 2, and 3 above, two (2) additional days will be credited to the employee's sick days for the subsequent year.

4. 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.

C. Death in the Immediate Family: An employee shall be permitted up to seven (7) consecutive bereavement days, including weekends, immediately following the death of

an immediate family member. Immediate family member shall be a parent, spouse, child, brother, sister, father-in-law, mother-in-law, brother or sister-in-law, son or daughter-in-law, grandparent, grandchild, or registered domestic partner or civil union partner. Special circumstances may be appealed to the Superintendent.

D. Leaves of Absence:

1. 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.
2. 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 provides reasonable advance notice of his intent to return and 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 7 will apply.
3. 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.

**ARTICLE 5 – 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 Supervisor of Operations and Environmental Compliance and the Superintendent of Schools. Preference shall be given to employee seniority for initial requests. All subsequent requests shall be determined on a first come, first served basis, provided the 12 month and school calendars have been issued at the time of the initial request. Vacation requests for times between July 1 and September 1 must be received by May 15 and must be included in the initial request. Emergencies will be judged on a case by case basis. Head Custodians may not request vacation leave between August 25 and September 10.

4. An employee may elect to use vacation leave when an employee has no sick leave available.
5. The Board will supply employees a letter advising them of their remaining vacation days by March 1 of each year. If they choose to do so, employees are responsible for submitting a request by April 1 to carry over up to five (5) unused vacation days. Failure to remit a form requesting carryover approval shall result in the loss of unused vacation days on July 1. These requests shall be granted at the discretion of the Superintendent.
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 6 – PROFESSIONAL DEVELOPMENT**

- A. 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.
- B. 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 Supervisor of Operations and Environmental Compliance and the Superintendent or his designee. 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. “Successful completion” shall mean “B” or better, or “Pass” when pass/fail is the only option for grading.
- C. The Board shall cooperate with the Association in providing "in-service" training and vocational courses to employees submitting requests for same.

#### **ARTICLE 7 – SENIORITY**

- A. 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.

- B. An employee shall be considered a probationary employee for the first one-hundred and eighty (180) calendar days from the date of first contract, without regard for time previously served as a substitute. For the purposes of pay, an employee will be paid a probationary rate for the first ninety (90) days and then go on guide. A new employee will get credit for time spent as a substitute toward then 90 days probation.

In the case of probationary employees, there shall be no responsibility upon the Board for continuous employment nor for re-employment 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.

- C. 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).
- D. 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.
- E. Laid-off, full-time employees shall be rehired in the order of seniority and in accordance with appropriate statutes. (See Law Reference Section)
- F. Job openings will be posted thirty (30) days before the anticipated date that the job will become vacant, if at all possible.
- G. Where a vacancy occurs the Board shall select the best qualified individual from either a current employee, if any, taking into consideration seniority, a demonstrated ability to do the job, work ethic, and work experience; or a candidate who is not an employee, who

demonstrates the necessary ability, work ethic, experience to do the job and satisfactory reference checks. This decision may be appealed through all steps of the grievance procedure.

- H. 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.
- I. 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.
- J. An employee shall lose his seniority rights under any of the following circumstances:
  - 1. Resignation
  - 2. Discharge for just cause
  - 3. A laid-off employee who fails to respond to a recall notice from the Board within ten (10) days after receipt.
- K. 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 – EMPLOYEE SAFETY

- A. 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.
- B. The Board shall provide (5) uniforms per employee each year. Employees must wear the uniforms, including shoes, provided by the Board during their paid working hours.
- C. The Board shall furnish safety equipment and accessories to any employee working in hazardous locations and on hazardous equipment.
- D. No employee shall be required to work in any area deemed unsafe by the Safety Committee.
- E. The Board shall provide security guards with flashlights and two-way radios.
- F. An Association committee shall review all uniform bids for quality and style and to make appropriate recommendations to the Board.
- G. Employees shall be required to successfully complete safety training programs provided by the Board in their areas of responsibility, offered during their regular working hours. If a program is offered during non-working hours, the employee shall be compensated for attending.

## ARTICLE 9 – DISCIPLINARY PROCEDURE

- A. 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.
- B. Disciplinary actions shall, depending on the nature of the infraction, normally include:
  - 1. a verbal warning
  - 2. a written warning



3. suspension without pay, remediation period, or reassignment
  4. discharge.
- C. All disciplinary actions may be appealed through the established grievance procedure, commissioner, or courts.
- D. 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 10 – GRIEVANCE PROCEDURE

A. Definitions:

1. Employee--the term "employee" shall mean any regularly employed individual included in Article I of this Agreement.
2. Grievance--a "grievance" is an allegation by an employee or the Association on behalf of a group of employees that there has been a breach, misinterpretation, or improper application of the terms of this Agreement, or arbitrary or discriminatory application of, or failure to act pursuant to, policies or administrative decisions affecting terms and conditions of employment.
3. Aggrieved Party--an "aggrieved party" is the employee or employees or any authorized representative thereof filing the complaint.
4. Immediate Superior--the term "immediate superior" shall mean building principal for custodial employees, Supervisor of Operations and Environmental Compliance 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 assigned by the Association.

B. Purpose The purpose of this procedure is to resolve grievances affecting employees at the lowest step. Both parties agree that these proceedings will be kept informal and confidential.

The Board and the Association hereby declare that any employee of the Board invoking the grievance procedure herein set forth shall be free from any prejudicial or punitive action.

C. Procedure:

1. Time Limits--Grievances shall be moved by the steps described below promptly. Time may be extended by common agreement, in writing.
2. Step One--An aggrieved employee shall first discuss the grievance with his immediate superior either within five (5) work days of the occurrence or when the employee is aware that an incident can lead to a grievance when school is in session, or within fifteen (15) work days of the occurrence or when the employee is aware that an incident can lead to a grievance when school is not in session.  
  
The reply or decision to the grievance at this step shall be made to the aggrieved employee within three (3) work days.
3. Step Two--If the aggrieved employee is not satisfied with the disposition of the grievance at Step One, he may submit the grievance in writing to the Superintendent or his designee. The appeal to the Superintendent or his designee

shall be made within three (3) work days. The Superintendent or his designee shall render his decision after receiving such written grievance from the aggrieved employee.

4. Step Three--If the grievance is not resolved to the satisfaction of the aggrieved employee, 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 a committee thereof, shall review the grievance and shall hold a hearing with the aggrieved employee and render a decision in writing to the aggrieved employee. Steps Two and Three shall not exceed forty (40) work days from the date the grievance shall have been received by the Superintendent.

5. Step Four--Arbitration--If the aggrieved employee 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 employee, 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 shall be final and binding on all parties. 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 employee. Any additional expenses shall be paid by the party incurring same.

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

#### **ARTICLE 11 – BOARD RIGHTS**

- A. 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:
- B. 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.

- C. 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.
- D. 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 12 – ASSOCIATION RIGHTS**

- A. The Board agrees that upon submission of a dues check-off 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.
- B. 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.
- C. 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.

- D. 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 13 – EMPLOYEE RIGHTS**

- A. 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.

- B. If no vacancy exists, an employee may request a change of school, assignment, or both by written request 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.
- C. Vacancies for positions shall be posted in all building locations accessible to Association employees and a copy sent to the Association President.
- D. 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.
- E. An employee and his representatives 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 14 – REPRESENTATION FEE**

- A. **Purpose:** If an employee does not become a member of the Association during any membership year, said employee will be required to pay a representation fee to the Association. The purpose of the fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative. Fees are not required for

partisan, political activities or causes or ideological positions only incidentally related to terms and conditions of employment and all benefits available only to members of the majority representation.

- B. Amount of Fee: Prior to the beginning of each school year, the Association will notify the Board, in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that year. The representation fee to be paid by nonmembers will not exceed eighty-five (85) percent. The Association will certify to the Board prior to the start of each school year that the amount of the representation fee to be assessed does not exceed eighty-five (85) percent of dues, fees, and assessments and does not include any amount of dues, fees, and assessments that are 1) expended for partisan, political or ideological activities or causes that are only incidentally related to terms and conditions of employment or 2) applied toward the cost of benefits available only to members of the majority representative.
- C. Deduction and Transmission of Fee: The Association shall establish a demand and return system. This system provides that a non-union member may appeal the amount of the representation fee assessed against him/her. The non-member shall receive a full and fair hearing. The Association has the burden of proof in justifying the amount of the fee. Non-members who are dissatisfied with the outcome of their appeal at the local level may appeal to a three-member Tripartite State Board.
- D. Payroll Deduction Schedule: The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the year in question. The deductions will begin with the first paycheck paid a) thirty (30) days after receipt of the aforesaid list by the Board; or



b) thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on layoff.

E. Termination of Employment: The collection structure will be on a pro rata basis. Employees terminating their employment will be considered "paid in full" with their last pro rata monthly deduction.

F. Changes/New Employees: The Association will notify the Board in writing, of any changes in the list provided for in paragraph D above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than thirty (30) days after the Board received said notice.

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding 30-day period. The list will include names, job titles and dates of employment for all such employees.

G. Indemnification and Save Harmless Provision: The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the employer in conformance with this provision.

#### **ARTICLE 15 – NEGOTIATION OF SUCCESSOR AGREEMENT**

A. The Board and the Association agree to enter into collective negotiations in good faith on all negotiable 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.

- B. Whenever any representative of the Association participates during working hours in negotiations meetings, he shall suffer no loss in pay. The Board reserves the right to limit participation during working hours to three (3) representatives, unless the participants agree to make up the lost working hours within the same week.

#### **ARTICLE 16 – 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 17 – DURATION OF AGREEMENT**

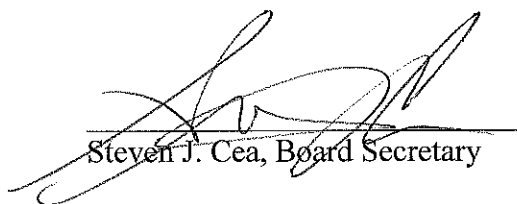
This agreement shall be effective as of the first day of July 1, 2009, and shall remain in full force and effect until the 30th day of June 2012.

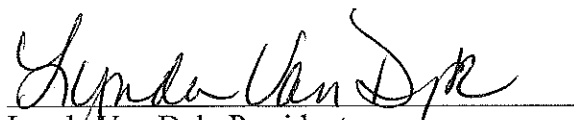
**ARTICLE 18 – CERTIFICATION OF AGREEMENT**

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.

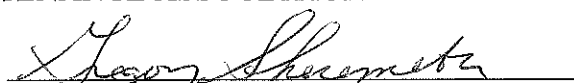
ATTEST:

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

  
\_\_\_\_\_  
Steven J. Cea, Board Secretary

By:   
\_\_\_\_\_  
Lynda Van Dyk, President

WEST MILFORD CUSTODIAL AND  
MAINTENANCE ASSOCIATION

\_\_\_\_\_  
By:   
\_\_\_\_\_  
Gregory Sheremeta, President

3/29/00

**SCHEDULE A: COMPENSATION**

I.

<u>Steps</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
<u>1</u>	<u>39,035</u>	<u>39,500</u>	<u>40,000</u>	<u>40,500</u>
<u>2</u>	<u>43,475</u>	<u>42,000</u>	<u>43,000</u>	<u>44,000</u>
<u>3</u>	<u>47,425</u>	<u>44,525</u>	<u>45,525</u>	<u>46,000</u>
<u>4</u>	<u>50,495</u>	<u>48,525</u>	<u>47,325</u>	<u>48,500</u>
<u>5</u>		<u>51,910</u>	<u>49,325</u>	<u>50,500</u>
<u>6</u>			<u>53,600</u>	<u>52,500</u>
<u>7</u>				<u>55,445</u>
	<u>path for current employees</u>			
	<u>step 1</u>	<u>step 3</u>	<u>step 5</u>	<u>step 7</u>
	<u>step 2</u>	<u>step 4</u>	<u>step 6</u>	<u>step 7</u>
	<u>step 3</u>	<u>step 5</u>	<u>step 6</u>	<u>step 7</u>

**PENSIONABLE STIPENDS:**

1.

**HEAD & ASSISTANT HEAD STIPENDS**

		<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
HS	Head	<u>12,025</u>	<u>12,360</u>	<u>12,760</u>	<u>13,210</u>
	Asst. Head	<u>4,160</u>	<u>4,280</u>	<u>4,420</u>	<u>4,570</u>
	2nd Asst.	<u>1,985</u>	<u>2,040</u>	<u>2,110</u>	<u>2,180</u>
MIDDLE	Head	<u>6,521</u>	<u>6,700</u>	<u>6,920</u>	<u>7,160</u>
	Asst. Head	<u>4,160</u>	<u>4,280</u>	<u>4,420</u>	<u>4,570</u>
	2nd Asst.	<u>1,985</u>	<u>2,040</u>	<u>2,110</u>	<u>2,180</u>
ELEM	Head	<u>4,340</u>	<u>4,460</u>	<u>4,600</u>	<u>4,760</u>
	Asst. Head	<u>2,350</u>	<u>2,420</u>	<u>2,500</u>	<u>2,590</u>

\*Commencing September 1, 2006, as the 2<sup>nd</sup> Assistant Head Custodian (Café) positions become vacant, the stipended positions will be abolished. Existing employees in these positions will be grandfathered.

NOTE: For purposes of calculating overtime compensation, both salary and pensionable stipends will be applied.

B. MAINTENANCE:

1. Maintenance Mechanics
  - (a) Plumber
  - (b) Heating/Ventilation Specialist
  - (c) Carpenter
  - (d) Electrician
  - (e) Maintenance Equipment Mechanic

	<b>2008-09</b>	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
<b>START</b>		50,600	52,600	53,600
<b>1</b>	50,380	53,500	55,500	56,500
<b>2</b>	54,950	56,500	59,000	60,250
<b>3</b>	58,525	60,160	62,120	64,260

2. General Maintenance

	<b>2008-09</b>	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
<b>START</b>		49,250	50,250	52,000
<b>1</b>	48,725	52,150	53,250	55,000
<b>2</b>	51,955	55,150	56,250	58,000
<b>3</b>	56,650	58,240	60,130	62,200

C. TRANSPORTATION:

1. Chief Mechanic

	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
<b>START</b>	64,500	65,500	66,700
<b>1</b>	67,000	68,500	70,000
<b>2</b>	69,500	72,000	73,500
<b>3</b>	72,700	75,060	77,650

2. Mechanic - Class 1

	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
<b>START</b>	51,900	52,900	54,000
<b>1</b>	53,900	54,900	56,250
<b>2</b>	56,000	57,000	59,250
<b>3</b>	58,580	60,480	62,570

3. Mechanic - Class 2

	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
<b>START</b>	49,750	50,750	52,000
<b>1</b>	52,000	53,500	55,000
<b>2</b>	53,450	56,000	57,500
<b>3</b>	56,150	58,000	60,030

4. Mechanic - Class 3

	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
<b>START</b>	48,000	49,000	50,500
<b>1</b>	50,000	51,000	52,600
<b>2</b>	52,000	53,250	55,000
<b>3</b>	54,060	55,845	57,800

5. Serviceman/Mechanic Helper

	<b>2009-10</b>	<b>2010-11</b>	<b>2011-12</b>
<b>START</b>	45,800	46,800	48,000
<b>1</b>	47,500	48,500	49,700
<b>2</b>	49,600	50,750	52,000
<b>3</b>	51,650	53,325	55,165

D. OTHER CLASSIFICATIONS:

	<u>2009-10</u>	<u>2010-11</u>	<u>2011-12</u>
<u>Messenger</u>	<u>24,475</u>	<u>25,425</u>	<u>26,425</u>
<u>Sec. Guard</u>	<u>37,575</u>	<u>39,000</u>	<u>40,485</u>
<u>H Sec.</u>			
<u>Guard</u>	<u>25,135</u>	<u>26,060</u>	<u>27,085</u>
<u>Probation</u>	<u>15.40/h</u>	<u>16.00/h</u>	<u>16.60/h</u>
<u>PT</u>	<u>16.40/h</u>	<u>17.00/h</u>	<u>17.70/h</u>

II. LONGEVITY PLAN -

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

	15 YEARS	20 YEARS	25 YEARS
<b>CUSTODIAN HIGH SCHOOL</b>			
Head	\$2,525	\$3,225	\$3,575
Asst. Head	\$2,175	\$2,825	\$3,125
2nd Asst. Head	\$2,125	\$2,675	\$2,975
<b>MIDDLE SCHOOL</b>			
Head	\$2,275	\$2,925	\$3,225
Asst. Head	\$2,175	\$2,825	\$3,125
2nd Asst. Head	\$2,125	\$2,675	\$2,975
<b>ELEMENTARY</b>			
Head	\$2,225	\$2,825	\$3,125
Asst. Head	\$2,125	\$2,725	\$3,025
<b>ALL SCHOOLS</b>			
Custodian	\$2,025	\$2,575	\$2,875
<b>MAINTENANCE</b>			
Maintenance Mechanic	\$2,375	\$3,025	\$3,325
Gen Maintenance	\$2,275	\$2,925	\$3,225
<b>TRANSPORTATION</b>			
Chief Mechanic	\$2,825	\$3,625	\$4,025
Mechanic 1	\$2,275	\$2,925	\$3,225
Mechanic 2	\$2,225	\$2,825	\$3,125
Mechanic 3	\$2,225	\$2,725	\$3,025
Serviceman Helper	\$2,025	\$2,575	\$2,875



OTHERS

Messenger	\$1,725	\$2,175	\$2,425
Security Guard	\$1,425	\$1,825	\$2,025

2. Plan for employees hired on or after July 1, 1990, as follows: Longevity increments of \$500 after 10, 15, 20, 25, and 30, years shall be granted for employment experience within the school district.

III. NON-PENSIONABLE STIPENDS:

A. Custodial/Maintenance:

1. Black Seal License: All custodial staff must possess a valid Black Seal boiler license. Custodial staff must obtain the license within 18 months of commencement of employment, or risk termination of employment. Compensation for this license is included in the base salary. Failure to comply due to extraordinary circumstances may be appealed to the Superintendent. A stipend of \$175.00 will be paid to other employee in the unit who are required to maintain a valid Black Seal boiler license as part of their job.
2. Maintenance: A stipend of \$600 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 \$475 will be paid for the additional assignment responsibility for the repair of district vacuum cleaners.
4. Certificate stipends of \$225 shall be "grandfathered" for employees receiving such stipends prior to July 1, 1990.
5. Commercial Drivers' License: An annual stipend of \$175 will be paid to those employees who are required to possess a commercial drivers' license as a part of their job requirements.

## 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 (Cafe)	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 (Cafe)	9:00 am - 5:30 pm
	Asst Head Custodian & 2nd Shift	3:00 pm - 11:30 pm
<u>Elementary Schools<sup>1</sup></u>	Head Custodian	7:00 am - 3:30 pm
	Asst Head Custodian & 2nd Shift	3:00 pm - 11:30 pm
<u>Elementary Schools<sup>2</sup></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.

**NOTE:** The work schedule for all custodial staff may be changed by administration upon two (2) weeks' notice and no more than four (4) times per year. The work schedules may not be changed for reasons of avoiding payment of overtime.

**NOTE:** The work schedule for the head custodian and the assistant head custodian may be changed by the Administration to discuss building issues on an as needed basis. No differential will be paid. The work schedules may not be changed for reasons of avoiding payment of overtime.

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

<sup>2</sup> Those Elementary Schools with student starting times after 8:30 a.m.

#### B. UNPLANNED CLOSINGS

##### High School

6:00	am - 2:30	pm	Head Custodian & Custodian
7:00	am - 3:30	pm	2nd Asst Head
8:00	am - 4:30 <sup>3</sup>	pm	Rest of staff

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

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

**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

During the summer, administration shall permit unit employees to leave one hour early on Fridays, provided, however, that the buildings will be ready for the start of school.

During the week before the opening of school only, the Board may require one person to work a 9:00 a.m. to 5:30 p.m. shift. The Board shall seek volunteers for this shift.

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

{00456215; 1}

## 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 re-employment whenever vacancies occur and shall be reemployed by the board in such order and upon re-employment 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.