

4-30-89

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CURRENT

AGREEMENT

between

AMERICAN FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, COUNCIL 73, LOCAL 2283

AND

WALL TOWNSHIP BOARD OF EDUCATION (Employer)

1988-89

1989-90

* July 1, 1988 - June 30, 1990

FREAMBLE

This Agreement entered into this first day of July, 1988, by and between the Wall Township Board of Education, New Jersey, hereinafter called the "Board" and the American Federation of State, County, and Municipal Employees, AFL-CIO, Local 2283, hereinafter called the "Union".

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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, custodian employees, matrons, groundsmen, head mechanic, mechanic, assistant mechanic, excluding all supervisory personnel and all other employees of the Board.

B. 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 except proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

ARTICLE II
DUES

A. The Board agrees to honor each properly completed and signed AFSCME membership card, and to make a dues deduction from each individual member's gross monthly pay period. The Secretary-Treasurer of the Union shall notify the Board of any change in the amount of dues to be deducted thirty (30) days prior to the intended effective date of such change.

B. All dues collected by payroll deduction in the preceding month will be transmitted by Board check to the area AFSCME COUNCIL office. The Board agrees to be solely responsible for the security of all funds withheld as dues deductions during any

month until the monies have been transmitted to the area AFSCME COUNCIL office.

C. Dues deduction for any employee covered by the terms and conditions of this agreement shall be limited to AFSCME, Local 2283. Therefore, the employer agrees not to deduct dues for any other organization from AFSCME members covered by this agreement.

ARTICLE III

UNION REPRESENTATIVES

A. A Steward shall be granted a reasonable amount of time during his regular working hours, without loss of pay, to interview an employee who has a grievance and to process the grievance through all the steps as outlined in the terms of the grievance procedure.

B. The Steward shall not leave his work without first obtaining permission from the applicable Supervisor (Supv. of Buildings and Grounds, Transportation Supervisor or the Building Principal) which permission shall not be unreasonably withheld.

ARTICLE IV

SENIORITY

A. Seniority shall be defined as either bargaining unit seniority or job classification seniority.

(a) Bargaining unit seniority is defined as the continuous unbroken employment by an employee in the bargaining unit covered by this Agreement, irrespective of the job classification in which the service is rendered.

(b) Job-Classification seniority is defined as the continuous unbroken employment by an employee in a job-classification contained in the bargaining unit covered by this Agreement. In the event job-classification seniority is broken by a transfer to another job-classification in the bargaining unit, all prior service in the same classification will be accumulated in the event there is a return to the initial job classification.

(c) It is agreed that two seniority lists will be maintained. One list shall be entitled "Bargaining Unit Seniority" and the other shall be entitled "Job Classification Seniority". The latter list shall cover the following five (5) job classifications. Article IV shall not apply/cover the Transportation mechanics.

- (1) Maintenance Personnel
- (2) Maintenance Helper
- (3) Grounds Keepers
- (4) Custodians
- (5) Matrons (Females only)

There shall be annexed to this contract agreed upon lists establishing the seniority of all current employees. In establishing these and future lists it is recognized that the names of probationary employees (as elsewhere defined) shall not be added to the lists until the probationary period has been completed.

(d) It is understood and agreed that the Board has the unqualified right to make assignments of work and assignments of shift.

B. Whenever the Board decreases it's work force the following procedure will be followed in making lay-offs in the bargaining unit:

(a) Probationary employees in the job classification being reduced will be laid off first.

(b) In the event there are no probationary employees in the job classification then the employee with the least amount of job classification seniority shall be the first to be laid off.

C. An employee who has been laid off for lack of work shall have the right to request a job transfer to another classification within the bargaining unit. This right shall be limited to a transfer to a classification lower in rank than the one from which he has been laid off. For purposes of this paragraph, the job classifications rank from highest to lowest as follows: (1) Maintenance personnel (2) Maintenance Helper (3) Grounds Keeper (4) Custodian (5) Matron (females only). In no event shall a male be eligible for the position of Matron. In order to be eligible for a transfer after lay-off for lack of work, the laid-off employee must apply in writing for transfer to a specific job classification no later than ten (10) working days after he/she has been notified of his/her lay-off. He/she shall be eligible to replace an employee in the requested position only if his/her bargaining unit seniority exceeds that of the incumbent employee.

D. An employee who has been laid off for lack of work shall have his/her name retained on the seniority lists for (a) a

period of one (1) year from the date of lay-off or (b) until he/she has refused a request to return from a lay-off, whichever period is shorter. If an employee should be re-employed by the Board after his/her name is one stricken from the seniority lists he/she shall be treated as a new employee and shall be placed at the bottom of the lists when his/her probationary status is completed.

ARTICLE V

JOB TRANSFERS

A. In the event there is a job vacancy and two or more employees make application for the position, the Board shall make a determination as to which if any of the applicants meet the job requirements established by the Board. In the event the Board determines that two or more meet the qualifications, then the employee with the most bargaining unit seniority shall be awarded the position. Article V shall not apply/cover Transportation mechanics.

ARTICLE VI

PROBATIONARY PERIODS

A. All newly hired non-certified personnel shall serve a 12 MONTH probationary period. This probationary period may be extended an additional six months upon notification to the Union by the Board during the first 11 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 of 6 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 VII

NEGOTIATION PROCEDURE

A. As per FERC requirements, the parties agree to enter into negotiations in a good faith effort to reach agreement concerning the terms and conditions of employment.

B. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of the Agreement shall remain in full force except proposed new rules or modification of existing rules governing working conditions shall be negotiated with the majority representative before they are established.

ARTICLE VIII

GRIEVANCE PROCEDURE

A. DEFINITION: A "grievance" shall mean a complaint by an employee (1) that there has been as to him/her a violation, misinterpretation or inequitable application of any of the provisions of this Agreement or (2) that the employee 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 of 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/her not being re-employed.

B. GRIEVANCE PROCEDURE: Any dispute or complaint which may arise between the parties including the application, meaning or interpretation of this Agreement, shall be settled in the following manner:

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

STEP 1: The employee, with his/her Shop Steward, shall first discuss his/her complaint with his/her immediate supervisor. The immediate supervisor shall give his/her decision on the matter within five (5) working days of the date of the discussion.

STEP 2: If the grievance is not resolved to the employee's satisfaction with the immediate supervisor, the employee may, within five (5) working days of receipt of the answer of the immediate supervisor, submit to the Business Administrator of the Board of Education in writing, specifying his/her dissatisfaction with the decision previously rendered. (Copy to be sent to the immediate supervisor). The Business Administrator shall meet

with the concerned parties and respond to the grievance within five (5) working days of submission of said grievance.

STEP 3: If the grievance is not settled at Step 2, the grievance shall proceed to the Superintendent of Schools within five (5) working days of the Step 2 decision. 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 fifteen (15) working days from the receipt of said grievance. The Superintendent shall, prior to rendering his decision, consult with the majority of the Board of Education. If the Board of Education desires additional information on the grievance they can request the presence of the employee for review with his/her representative. If the Board agrees with the Superintendent's determination, he shall so notify the Union of his determination within five (5) working days and the Union may then proceed to Step 4.

STEP 4: If the grievance is not resolved at Step 3, the Union may request within ten (10) calendar days arbitration using the following procedure provided the dispute concerns the application, meaning or interpretation of the Agreement.

a. The Superintendent and a representative of the Union will attempt to select a mutually satisfactory arbitrator.

b. If the parties are unable to determine a mutually satisfactory arbitrator within ten (10) days, the Public

Employment Relations Commission (PERC) may be requested by either party to submit a list of five names. Both the Board and the Union shall have the right to strike names alternately from the list, with the Board striking first, until there is one name left. The remaining person shall be the arbitrator.

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

ARTICLE IX

SALARY GUIDE

1988/89 And 1989/90 School Year

	1988/89	1989/90
Matron	\$18,276.	\$19,774.
Custodian	19,169.	20,667.
Groundsman	20,068.	21,566.
Maintenance Helper	20,513.	22,011.
Maintenance	20,961.	22,459.
Head Mechanic	24,355.	25,853.
Mechanic	21,919.	23,417.
Assistant Mechanic	19,619.	21,117.

A. LONGEVITY ALLOWANCE: The following longevity allowance will be applicable to all 12 month full-time employees. Part-time contractual employees will receive longevity pro-rated.

\$300.00 upon entering the sixth year of service with the district.

\$600.00 upon entering the tenth year of service with the district.

\$900.00 upon entering the fifteenth year of district service.

B. HEAD CUSTODIAN DIFFERENTIALS:

	1988/89	1989/90
Allenwood.....	\$ 700.00	\$800.00
West Belmar.....	700.00	800.00
Old Mill.....	1050.00	1200.00
Central.....	1050.00	1200.00
High School.....	1400.00	1600.00
Intermediate.....	1400.00	1600.00
Night Crew Supervisor.....	\$600.00	700.00

C. MAINTENANCE DIFFERENTIAL:

Shop Foreman.....	\$1400.00	1600.00
Grounds Foreman....	1400.00	1600.00

D. WATCHMAN: The Board agrees to release the head custodians from the requirement of checking their buildings twice each Saturday, Sunday and holidays and other times school is not in session.

E. BLACK SEAL LICENSE: \$230.00 1988/89 per year
\$260.00 1989/90 per year

F. CONTRACT RENEWAL: The renewal of the individual yearly contract for each employee shall not be withheld without just cause, subject to the grievance procedures, unless the employee is probationary.

G. CALL IN PAY: The Board agrees to guarantee four hours "call-in-pay" for all employees covered by the 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 FTA meetings. The Union agrees that this four (4) hour guarantee does not apply at the beginning of a work day which runs into a regular scheduled work period.

H. SUNDAY WORK: The Board agrees to pay overtime for scheduled Sunday work at the rate of double time.

NOTE: Example - If a custodian is to be present at a concert held in the Auditorium on Sunday and is notified ahead of time, he will be paid at the rate of double pay.

For emergency call-in service, the minimum of four (4) hours applied at the rate of time and one half (1-1/2); any time beyond the four (4) hours will be at the double time rate.

As a further example - A maintenance worker who is called in to repair storm damage. If he works two hours he would be paid a minimum of four hours at time and one half (1-1/2). If he works six (6) hours, he would be paid four (4) hours at time and one half and two (2) hours at double time.

ARTICLE X

OVERTIME AND OUTSIDE ACTIVITIES

A. OVERTIME:

1. The Board agrees to rotate overtime among all employees provided, however, that the employee to receive overtime must be fully qualified to perform the duties. Overtime will be at the rate of time and one half (1-1/2). (Monday through Saturday, Sunday - double time).

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.

B. PHYSICAL DISABILITY:

1. If an employee is injured while on the job, his/her position and salary will remain protected.

2. If an employee is injured outside of his/her job, his/her position can be changed to a position which he/she is capable of performing and his/her salary adjusted to agree with the salary guide for that position.

3. If the employee is physically unable to perform the duties of any position, he/she will be dismissed.

4. If the school doctor and the employee's physician are unable to reach an agreement on the ability of the employee to perform the duties of a position, a mutually agreed third doctor will be selected and his/her decision will be binding upon both parties.

C. SICK LEAVE:

The Board's present policy of granting twelve (12) days sick leave for full time and 12 month employees shall continue.

In any instance of EXTENDED ILLNESS, additional sick days up to a TOTAL NOT TO EXCEED THREE (3) days for each year of previous employment may be granted upon the recommendation of the Superintendent of Schools and approval by the Board. Used portions of these extended sick leave days shall not be reinstated.

D. FLU SHOTS:

Preventative flu shots shall be offered by the school physician according to a schedule established by the Administration at no expense to the employees..

E. MEDICAL INSURANCE:

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

F. DENTAL PLAN:

Effective July 1, 1986, full family coverage \$366.48 at District expense. Increase present schedule from a Schedule B to Schedule 12 encompassing a "0" deductible with orthodontia benefit of \$800.

G. REIMBURSEMENT OF SICK LEAVE UPON RETIREMENT

1988/89 - \$10.00 per day to a maximum of \$750.00

1989/90 - \$10.00 per day to a maximum of \$750.00

Retirement will be as per the statutory definition. The Board of Education must be notified by December 15th for reimbursement to occur by the following August. If this notification is not given, the employee must wait until the subsequent August to be paid. Fifteen years of service in the district is required to participate in this reimbursement.

H. PRESCRIPTION PLAN:

The Wall Township Board of Education agrees to contract for a \$1.00 deductible Prescription Plan that is fifty percent contributory. Seventy percent membership is required for this Plan to be implemented.

ARTICLE XI
PERSONAL DAYS

A. The Board agrees to four (4) personal days with the stipulation that written requests be made to the Superintendent specifying the reasons for the request.

B. Personal days are for emergency situations, religious holidays or legal commitments that cannot be done during non-working hours.

C. The Union agrees to control the use of personal days among its membership to prevent its abuse.

ARTICLE XII
BEREAVEMENT LEAVE

Employees shall be entitled to a maximum of five (5) work days within any consecutive seven (7) day period of absence with pay immediately following each death in the immediate family. Immediate family is interpreted to include: Spouse, parents, son, daughter, brother, sister, father-in-law, mother-in-law, grandparents, grandchildren, brother-in-law, sister-in-law.

ARTICLE XIII
HOLIDAYS

The Board agrees to guarantee 12 paid holidays to the employees covered by the Agreement with the understanding that if less than 12 paid holidays are provided in the school calendar, the remaining day or days shall be assigned at the discretion of

the Supervisor. The Board also agrees to declare any day designated as a holiday or any day extended to employees by the Federal Government or by the State of New Jersey as a holiday for the employees providing school is not in session.

ARTICLE XIV

VACATION

All persons employed on a twelve months basis and classified as non-instructional personnel will be eligible for vacation periods as follows:

- After one year service.....10 working days
- After 7 years service.....15 working days
- After 15 years service.....20 working days

Vacations will be computed as of the date of hire for each employee. (Refer to paragraph E for less than one year's service.)

A. Those employees who have fifteen (15) days vacation and who make prior arrangements and changing such prior arrangements will cause a loss of income or expense to the individual shall be permitted to take those fifteen (15) days unencumbered. The present procedure for applying for more than two (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/her vacation time.

B. The Supervisor of Buildings and Grounds shall determine at his discretion the availability of requested vacation dates.

C. In scheduling vacation where two or more employees have requested the same available dates, then the employee or employees with the most job classification seniority shall be entitled to first choice.

D. The Board agrees to purchase vacation time at double pay from employees who desire to sell all or part of vacation time in accordance with established guidelines. (See next page.)

E. If an employee has less than one (1) year service, he/she shall accrue one (1) day vacation per month, not to exceed ten (10) vacation days. This time to be taken during the next full contract year. During the second full contract year he/she will be entitled to ten (10) full days vacation.

ARTICLE XV

COFFEE BREAKS

The Board agrees to provide two (2) fifteen (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.

ARTICLE XVI

UNIFORMS

A. The Board reserves the right to select the style and the color of the uniform.

B. Uniform allowance shall be \$180.00 for all full time employees for 1988/89 and \$210.00 for 1989/90.

ARTICLE XVII

MISCELLANEOUS

Employees called in for snow removal prior to the regular starting time shall be guaranteed two (2) hours overtime provided he reports on the job within one (1) hour after notification.

GUIDELINES FOR PURCHASE OF VACATION TIME

1. The Administration will solicit custodians, groundsmen, maintenance men interested in selling all or part of the annual vacation allowance at the beginning of each school year (July).
2. Vacation time will be purchased at the option of the Board. The Board reserves the right to establish the weeks vacations will be worked.
3. Vacation time will be purchased on a seniority basis. The Board will attempt to see that time purchased will be distributed evenly.
4. The employee will have the option of offering all or part of his vacation time in weekly parts. (1, 2 or 3 weeks)
5. An employee may work in a school other than his assigned school during the vacation week.
6. If a holiday falls on the week purchased, the employee will be paid for the full week and not work on the holiday.
7. The employee who does not make a commitment to sell vacation time at the beginning of the school year may offer to

sell time during the year, subject to a priority being placed on initial commitments.

8. Purchase time will be purchased thusly:

Annual salary divided by 52 times 2 = vacation time purchase price.

ARTICLE XVIII

LABOR-MANAGEMENT CONFERENCES (SEMI-ANNUAL)

To promote harmonious relations between the Union and the Wall Township Board of Education, both parties agree to set up a semi-annual labor/management conference to discuss matters of mutual interest.

These meetings can be called by either the Union or the representatives of the Board at a time and place of mutual convenience of both parties, and shall discuss whatever issues are involved. The side that calls for the meeting shall submit an agenda to the other party involved. These meetings are not intended to circumvent the grievance procedure.

WALL TOWNSHIP PUBLIC SCHOOLS

WORKING HOURS FOR CUSTODIAL/MAINTENANCE STAFF

WORKING HOURS	DAY WORKERS		LUNCH
	SUMMER HOURS:		
8	Maintenance	8:00 A.M. - 4:30 P.M.	1/2 hr.
8	Elementary	7:00 A.M. - 3:30 P.M.	1/2 hr.
	SCHOOL HOURS		
	INTERMEDIATE		
8	Head Custodian	6:30 A.M. - 3:00 P.M.	1/2 hr.
8	Day Man	7:30 A.M. - 4:00 P.M.	1/2 hr.
8	Matron	7:00 A.M. - 3:30 P.M.	1/2 hr.
	HIGH SCHOOL		
8	Head Custodian	6:30 A.M. - 3:00 P.M.	1/2 hr.
8	Day Man	6:30 A.M. - 3:00 P.M.	1/2 hr.
8	Day Man	11:00 A.M. - 7:00 P.M.	1/2 hr.
8	Matron	6:30 A.M. - 3:00 P.M.	1/2 hr.
	NIGHT WORKERS		
7	Elementary	3:00 P.M. - 11:00 P.M.	1 hr. (6-7 P.M.)
7	Intermediate	3:00 P.M. - 11:00 P.M.	1 hr. (6-7 P.M.)
7	High School (1)	3:00 P.M. - 11:00 P.M.	1 hr. (5-6 P.M.)
7	(4)	4:00 P.M. - 12:00 P.M.	1 hr. (6-7 P.M.)
8	SUMMER HOURS		
	a. Custodians	7:00 A.M. - 3:30 P.M.	
	b. Maintenance/Groundmen	8:00 A.M. - 4:30 P.M.	

UNION LEAVE TIME

The Board agrees to grant officially elected delegates of the Local Union time off with pay for the purpose of attending Union conventions, conferences or workshops provided that:

1. The total time off does not exceed an aggregate of two (2) working days for the life of the contract.
2. Not more than two (2) such Union delegates shall be permitted to attend such convention or conference at any one time.
3. Written request specifying the amount of time off to be received by the Board at least five (5) days in advance of granting of each time off. Under certain circumstances this five (5) day period may be waived by the Board.