

AGREEMENT

between the

BOARD OF EDUCATION OF THE TOWNSHIP OF WAYNE  
PASSAIC COUNTY, NEW JERSEY

and the

CENTRAL OFFICE MAINTENANCE SUPERVISORS

JULY 1, 2002

to

JUNE 30, 2005

Effective July 1, 2002

Approved by the Wayne Township Board of Education: \_\_\_\_\_

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## ARTICLE I

### REPRESENTATION

- A. This Agreement shall include the following positions: Maintenance Foreman, Custodial Foreman, Lead Groundskeeper, Night Lead Mechanic and Night Head Custodian.
- B. The Central Office Maintenance Supervisors Association shall hereinafter be referred to as "COMSA". The term "unit member" shall herein after refer to all employees represented by COMSA. The Wayne Township Board of Education Association shall hereinafter be referred to as "the Board".
- C. As soon as possible after an employee is hired into an existing position represented by COMSA, the Board shall notify COMSA, through its President, of the name and title of the newly-hired employee.
- D. The Board shall notify COMSA, through its President, if the Board intends to add a new position to the list of positions represented by COMSA.
- E. Prior to Board appointment of any person to a position represented by COMSA, the finalist candidate shall be notified by the Board that the employee's position is represented by COMSA, and shall be given the name of the COMSA President.
- F. Each year COMSA will notify the Board of the name of the COMSA President and the address where the COMSA President can be reached. COMSA will notify the Board of any change(s) in this information as soon as possible after the change(s) occur(s).

## ARTICLE II

### GRIEVANCE PROCEDURE

#### Step 1

It is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to grievances of COMSA through procedures under which the Board and COMSA are afforded adequate opportunity to dispose of their differences. A grievance is a complaint by any unit member, group of unit members, or COMSA, that there has been an improper interpretation, application, or violation of this Agreement involving terms and conditions of employment.

#### Step 2

If the problem cannot be resolved, the unit member is to request a meeting with his/her immediate superior and present a formal grievance in writing within five (5) working days of the alleged act and three (3) working days prior to the requested meeting. Any grievance not presented within the foregoing time limit shall not be permitted to proceed in accordance with the parties' grievance procedure and the aggrieved employee and COMSA shall be unconditionally barred from any relief thereafter.

The unit member may have present or be represented by an officer of the COMSA. If agreement cannot be made at this point, the procedure shall go to step 3 if a request is made in writing within five (5) working days following the decision at step 2.

#### Step 3

This step is a conference with the Superintendent of Schools or Assistant Superintendent, the individuals involved, and an officer of COMSA. If the problem is not resolved and a request is made in writing within five (5) working days following this conference, the problem may be filed at step 4.

#### Step 4

This is a conference meeting with the whole Board of Education and the individuals mentioned in step 3.

### ARTICLE III

#### MANAGEMENT'S RIGHTS

The Board reserves to itself sole jurisdiction and authority:

- A. to direct employees of the school district;
- B. to hire, promote, transfer, assign, and retain employees in positions in the school district, and to suspend, demote, discharge, or take other disciplinary action against employees, where such actions are not arbitrary, capricious, or illegal;
- C. to relieve employees from duty because of lack of work or for other legitimate reasons;
- D. to maintain efficiency in the school district operations entrusted to them;
- E. to determine the methods, means, and personnel by which such operations are to be conducted;
- F. to take whatever actions may be necessary to carry out the responsibilities of the school district in situations of emergency; and
- G. to require every unit member, at the discretion of the administration, to participate in up to six (6) hours of inservice training each year at no additional compensation. Inservice training shall be scheduled by the Plant Manager or his designee, as may be appropriate, after discussion with COMSA.

ARTICLE IV  
LEAVES

A. SICK LEAVE

1. Employees shall receive thirteen (13) sick days with full pay each year which will be cumulative without limit. In case absence of employees is of greater duration than accumulated sick leave, this situation will be referred to the Board of Education for consideration.
2. Payment for unused sick leave days shall be granted for employees leaving the school system based on a minimum of ten (10) years plus one (1) day of service within the last consecutive fifteen (15) year period and only upon actual certified retirement Pursuant to the Public Employees' Retirement System (P.E.R.S.), at a rate of 30% of 1/250th of the annual salary (30% of the daily salary) on the date of leaving, a maximum of 100 days.

B. BEREAVEMENT LEAVE

1. Spouse, child, parent, grandparent, brother, sister, or in-law - up to five (5) days.
2. Relative outside the immediate family-two (2) days. Relative shall be interpreted to mean aunts, uncles, first cousins, or as a designated pallbearer.
3. It is essential when calling these in to state the reason as death or funeral and identify the relationship.
4. These days must be called in to the immediate supervisor.

C. PERSONAL LEAVE

1. Two (2) days leave are allotted for personal matters which cannot be addressed outside of the regular work day. These might include:

Family Illness	House Closings
Legal Business	Household Emergencies
Weddings*	Other Good Cause
Graduations*	

\* For the employee, an immediate family member or a relative.

2. Personal days should not be construed as vacation days.
3. Requests for personal leave shall be submitted in writing to, and approved by, the immediate supervisor or his/her designee at least seven (7) days in advance, or within a reasonable period if the reason for the request could not have been reasonably foreseen. The request shall describe, in writing, the reason for the personal leave request in general terms.
4. Payment for any personal days in excess of two (2) days shall be deducted.
5. The following are prohibited without specific prior written authorization from the employee's immediate supervisor:
  - a. Personal days before or after vacations or holidays.
  - b. Taking half (1/2) days.
6. Effective July 1, 1995 any unused personal days shall be added to accumulated sick days.

## ARTICLE V

### VACATIONS AND HOLIDAYS

#### A. VACATION

1. All vacation requests must be submitted to your immediate supervisor for prior approval, which approval shall be subject to the staffing levels in the district and the needs and demands of the school district.

- a. Service of one (1) year or less, vacations will be granted at the rate of one (1) day per month of service, prior to July 1, not to exceed ten (10) days in any one year.
- b. Service of one (1) through five (5) years, ten (10) days will be allowed.
- c. After five (5) years of service, fifteen (15) days will be allowed.
- d. After seven (7) years of service, sixteen (16) days will be allowed.
- e. After nine (9) years of service, seventeen (17) days will be allowed.
- f. After eleven (11) years of service, eighteen (18) days will be allowed.
- g. After thirteen (13) years of service, twenty (20) days will be allowed.
- h. After fifteen (15) years of service, twenty (20) days will be allowed.

2. All personnel employed on or after July 1, 1995 shall receive the following vacations:

- a. Any employee hired after July 1 shall accrue vacations days for the remainder of that school year on a pro-rated basis at the rate of ten (10) days per year. This truncated school year shall count as an employee's first school year of service for vacation purposes only.
- b. For service of one (1) through five (5) school years, ten (10) vacation days will be allowed per year.
- c. For service of six (6) through ten (10) school years, twelve (12) vacation days will be allowed per year.
- d. For service of eleven (11) or more school years, fifteen (15) vacation days will be allowed per year.



3. For employees hired on or after July 1, 1995, vacation earned for any school year may not be used until the next school year following the year it was earned, and that vacation shall be exhausted or forfeited without pay on or before the end of that next school year. If reasonable requests to use accrued vacation during the appropriate year have been denied by an employee's supervisor, unused accrued vacation shall be carried over for use in the next school year.

## B. HOLIDAYS

All personnel shall be paid for holidays as outlined below except when they occur when school is in session.

Fourth of July	Christmas Eve
Labor Day	Christmas Day
Yom Kippur	New Year's Eve
Columbus Day	New Year's Day
Friday after (Teacher's) Convention	Lincoln's Birthday
Thanksgiving Day	Washington's Birthday
Friday after Thanksgiving	Good Friday
Veteran's Day	Memorial Day

## ARTICLE VI

### SALARY & BENEFITS

#### A. SALARY

1. The salaries set forth in Attachment "A"- COMSA Salary Guide represent an increase of 3.6% over the previous year's unit salary base. (An additional \$1,500 has been added to the salary of the Night Lead Mechanic in the first year of this contract. The 3.6% increase in each subsequent year for the Night Lead Mechanic will be based on the first year salary including this additional \$1,500).
2. The Maintenance Foreman shall receive a \$300.00 equipment allowance each year.
3. Any member of the COMSA possessing a Fireman's License shall be eligible for a \$300.00 pay adjustment upon successfully passing the appropriate test which shall be administered by the Plant Manager.
4. The Custodial Foreman shall receive a \$2,000 annual stipend for performing pest extermination services for the Board as directed by the Plant Manager. The stipend shall be prorated, if appropriate, to reflect the portion of the year during which the Custodial Foreman maintains a valid Pesticide License and performs pest extermination services for the Board.
5. Any member of the COMSA who is certified in asbestos removal will be paid for repairs or removal of asbestos containing building materials at a rate of two (2) times his/her normal overtime rate.
6. All salaries and stipends shall be prorated to reflect period(s) of actual employment in the position(s) and/or actual performance of duties.

#### B. INSURANCE BENEFITS

The Board and COMSA agree that the insurance coverage hereinafter referred to shall be provided to each Unit member upon initial employment in the manner hereinafter set forth:

1. Individual employee and family hospitalization and medical coverage, vision, dental and prescription coverages; all premiums to be paid by the Board.
2. Effective November 1, 2000, a Prescription Drug Plan Ten Dollar (\$10.00) Co-Pay for individual employees and their families. Co-payments cannot be claimed for reimbursement under Major Medical.
3. Effective November 1, 2000, a deductible of \$200 per person and \$400 per family per year shall apply to all medical expenses payable under the insurance coverages described in paragraphs 1 and 2.
4. Effective November 1, 2000, employees shall be covered under the Wayne Select Plan, which shall include Preferred Provider Network (“PPO”) and pre-notification to the insurance company of in-patient procedures imposed on the health insurance plans offered by the Board to eligible employees and family members. The PPO provides a comprehensive major medical program with In Network and Out of Network benefits. Pre-notification encompasses ancillary hospital and medical appropriateness review as well as mental health and substance abuse pre-admission review and medical appropriateness review.
5. Any employee who has dependent coverage through his or her spouse’s employer (other than the Wayne Township Board of Education) may waive all insurance coverages from the Board and shall receive 50% of the single coverage costs. Payment shall be prorated bi-monthly and will be added to the employee’s payroll check. The employee shall, however, not be entitled to payment until the effective date of the enrollment change. Employees who elect this option will have the right to re-enroll for another coverage, should their family circumstances change. Re-enrollment is subject to the plan’s requirements. The effective date of coverage is subject to the plan’s requirements.
6. At the request of COMSA, the Board shall establish within thirty days of the date of this contract, a plan pursuant to Section 125 of the internal Revenue Code (26 U.S.C. 125) for payment by the employee of the medical insurance premium cost and any other qualifying costs.

7. In the event of a change of insurance carrier or carriers, the coverage provided by the carrier shall be at least as comprehensive and extensive as the initial coverage heretofore provided for, and shall be done with the approval of COMSA.
8. According to the attached Addendum 1, the Board of Education shall provide dental insurance under a UCR Fee Program for the individual employee or for the full family. The Board's maximum contribution shall be the amount required to be paid per year for employee only coverage and for super-composite coverage effective for June 30, 1999.
9. Usual and customary rates (UCR) for all coverage.
10. The Board shall pay an additional Fifteen Thousand Dollars (\$15,000) premium for improved x-ray, laboratory, emergency room, and vision services.

C. MILEAGE REIMBURSEMENTS.

1. The guidelines for mileage reimbursements will be as stated in the Internal Revenue Service's recognized guidelines for the year in which the mileage occurred.
2. All COMSA employees will be encouraged to utilize District vehicles for work related travel.

D. TUITION REIMBURSEMENTS

1. All COMSA employees will be reimbursed for tuition costs, up to a maximum of three hundred and fifty dollars (\$350.00) per year. Tuition to be reimbursed upon satisfactory completion of the educational course. Amounts in excess of \$350.00 shall require Board approval.
2. The Board agrees to pay the full cost of tuition incurred in connection with any courses, workshops, seminars, conferences, in-service training sessions, or any other such sessions which a COMSA employee is required to attend by the Plant Manager, Supervisor, or Board of Education. Prior approval will be required for sessions over three (3) days in length.

ARTICLE VII

UNIFORM ALLOWANCE

A. UNIFORM ALLOWANCE

1. All Custodial/Maintenance Supervisors shall receive five (5) sets of uniforms per year at no cost to them.
2. All COMSA employees shall receive winter coats every third year.
3. All COMSA employees shall receive five (5) tee shirts per year, purchased by the Board.
4. All COMSA employees shall receive one (1) set of rain/foul weather gear. Rain gear will be replaced when damaged or worn out.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

A. FULLY BARGAINED CLAUSE

This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiations. 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 parties at the time they negotiated or executed this Agreement.

B. MODIFICATION

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. NONWAIVER

The failure of either party to exercise any right it may have shall not constitute a waiver of that right.

ARTICLE IX

TERM

Pursuant to negotiations under the provisions of the New Jersey Public Employer-Employee Relations Act (chapter 303 Public Laws of 1968) the BOARD OF EDUCATION OF THE TOWNSHIP OF WAYNE (hereinafter "BOARD") and the Central Office Maintenance Supervisors (hereinafter "ASSOCIATION" or "COMSA") have reached agreement with respect to the terms and conditions of employment.

The term of this Negotiated Agreement between the BOARD and the ASSOCIATION shall be from July 1, 2002 through June 30, 2005. A three (3) year period encompassing school years 2002-2003, 2003-2004, and 2004-2005.

CENTRAL OFFICE MAINTENANCE  
SUPERVISORS

BOARD OF EDUCATION OF THE  
TOWNSHIP OF WAYNE

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
CATHERINE HERMAN  
Board President

WITNESS:  
  
\_\_\_\_\_

BOARD OF EDUCATION OF THE  
TOWNSHIP OF WAYNE  
  
By: \_\_\_\_\_  
WILLIAM NELSON  
Interim Business Administrator

Date:

Date:

ATTACHMENT "A"

Custodial Maintenance Supervisors Salary Guide

	<u>01-02</u>	<u>02-03</u>	<u>03-04</u>	<u>04-05</u>
Night Lead Mechanic	\$38,082	\$41,084	\$42,563	\$44,095
Night Head Custodian	\$39,526	\$41,028	\$42,505	\$44,035
Custodial Foreman	\$44,058	\$45,560	\$47,200	\$48,899
Maintenance Foreman	\$46,417	\$47,924	\$49,649	\$51,436
Lead Groundskeeper	\$40,571	\$42,073	\$43,587	\$45,157