

522

AGREEMENT

BETWEEN

**THE WANAQUE BOROUGH DISTRICT SCHOOL
BOARD OF EDUCATION**

AND

THE WANAQUE BOROUGH CUSTODIANS' ASSOCIATION

JULY 1, 1997 - JUNE 30, 2000

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- E. If, in the judgment of the WBCA, a grievance affects a group of custodians, the WBCA may submit such grievance according to grievance procedures given for the employee.
1. Any employee who has a grievance shall discuss it first with the Building Principal and Business Administrator or immediate superior or department head (if applicable) in an attempt to resolve the matter informally at that level.
 2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school/business days, he/she shall set forth his/her Building Principal and Business Administrator. The Building Principal and Business Administrator shall communicate his/her decision to the employee in writing within five (5) school/business days of the receipt of the written complaint.
 3. The employee may appeal the Building Principal and Business Administrator's decision within ten (10) school/business days to the Superintendent or his designee. The appeal to the Superintendent or his designee must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent or his designee shall request a written report on the grievance from the Building Principal and Business Administrator, shall confer with the concerned parties and, upon request, with the employee or Building Principal and Business Administrator separately. He/she shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school/business days. The Superintendent or his designee shall communicate his/her decision in writing, along with the supporting reasons, to the employee and the Building Principal and Business Administrator.
 4.
 - a. If the grievance is not settled after reaching the Superintendent or his designee, the matter must be referred immediately to the WBCA for consideration. The WBCA shall make a determination as soon as possible, but within a period not to exceed ten (10) school/business days, notifying the employee in writing of the determination.
 - b. If the WBCA determines that the grievance has or may have merit, it shall recommend that the grievance be heard by the Board of Education.
 - c. If the WBCA determines that the grievance is without merit, it will so advise the employee, and a copy of its findings shall be sent to the Building Principal and Business Administrator, the Superintendent or his designee and the Board of Education.
 - d. An employee whose grievance has been determined to be without merit by the WBCA shall retain the right to appeal, in writing, to the Board of Education.

ARTICLE V

OVERTIME

- A. Overtime work shall be compensated at the rate of one and one-half (1 1/2) times the employee's calculated hourly rate. The following situations shall warrant overtime pay:
- Any time over 40 hours per week.
 - On Saturdays, Sundays and holidays when employee is called in for snow removal a minimum of four hours overtime will be paid.
 - On Saturday, Sunday and holidays when an employee is called in a minimum of two hours overtime will be paid.
- B. The Board of Education shall make every effort to provide that overtime pay be received by the employees as soon as possible after service is performed. A custodian has the right to refuse overtime without any repercussion.
- C. Overtime that is offered to members of the unit shall be done in order of seniority on a rotating basis until the list is done, provided the individual is qualified for the job. This system shall not apply to employees held over for overtime at the end of his or her shift.

ARTICLES VI

HOLIDAYS

Custodians shall be entitled to holidays consistent with the official school calendar; Independence Day and Labor Day less teachers' convention, winter recess, and spring recess. If a holiday falls during an employees vacation he/she shall receive an additional day of vacation for each holiday.

ARTICLE VII

VACATION

- A. Custodians shall be entitled to vacations based on full years (12 months) of service as of June 30th of each year in accordance with the following schedule.

- B. A Copy of the formal evaluation report shall be given to the custodian. Such reports shall include:
1. Strength of the custodian as evident during the evaluation.
 2. Weaknesses of the custodian as evident during the evaluation.
 3. Specific suggestions as to the measures which the custodian might take to improve performance in each of the areas wherein weaknesses have been indicated.
 4. Improvements in performance, or lack thereof or status quo from previous evaluation shall be noted as such.
- C. The custodian and the evaluator shall indicate their mutual receipt thereof by signing two copies of the report which shall be retained by the respective person. Said signature in no way indicates agreement with the contents thereof. All custodians shall have an opportunity to have a conference within five (5) working days after receipt of said evaluation, at their request, concerning such a report.
- D. In the event the custodian receives an unsatisfactory evaluation, the evaluator is to immediately develop a performance guideline for the said custodian. This performance guideline will indicate the duties and responsibilities of the custodian's position, and in addition, will outline the ways by which the custodian can increase his/her performance to a satisfactory level. The performance guideline will indicate a period of sixty (60) days during which an improvement to a satisfactory level is expected.

ARTICLE IX

DISCIPLINARY PROCEDURES

- A. If the employee fails to increase performance to a satisfactory level within the sixty (60) day time period as outlined in Article VIII - Evaluation, the employee may be suspended without pay for a period of not more than ten (10) school/business days, through procedures available in Title 18A.
- B. The employee returning to work after a period of suspension shall be considered probationary for a period of sixty (60) days during which time performance must be improved to a satisfactory level. Failure to improve may result in the termination of employment pursuant to the tenure laws.
- C. The employee shall have the right to submit a written response pertinent to any evaluation following the conference as outlined in Article VIII, paragraph C.

ARTICLE XI

LEAVE WITHOUT LOSS OF SALARY

- A. All custodians shall be entitled to three personal days consistent with the provisions made by the Board for the teachers. All unused personal days shall accrue as sick days at the end of each year. It is understood that only one personal day is permitted during school recesses during the school year, unless prior approval is granted by the Superintendent or his/her designee.
- B. The Board of Education shall allow five (5) consecutive days leave at any one time for death in the immediate family. Immediate family shall be: wife, husband, children, mother, father, sister, brother, grandfather, grandmother and the above for employee's spouse. In circumstances where five (5) consecutive days are insufficient to fulfill the intent of this article, the Superintendent shall have the discretionary authority to extend the period beyond the five (5) days.
- C. All custodians shall be entitled to twelve (12) sick days per year, such days to be cumulative. Custodians shall be given written accounting of accumulated sick leave sometime during the year at the convenience of the administration.

ARTICLE XII

HEALTH INSURANCE

- A. The Board of Education shall provide each employee with a plan providing benefits similar to those of the New Jersey Public Employees' Health Benefit Plan and pay the premium for said employee.
- B. The Board of Education shall pay 100% of the premium for dependents of full-time employees who desire their dependents to be covered by the aforementioned plan.
- C. The Board of Education will reimburse the employee for the medical plan deductible, up to \$100. for each employee covered under this plan, for the duration of this contract, upon presentation of appropriate documentation. Effective July 1, 1997, this \$100 payment shall be eliminated and \$100 shall be added to the employees' base salary as set forth in the 1996-96 salary guides. Negotiated increases shall be calculated after this adjustment is made.

- F. An employees returning from a layoff shall be placed on the next highest step of the salary guide if he/she had worked six months of the year in which he/she was laid off. There shall be no mid-year advance pursuant to Policy #4141 of the Wanaque Board of Education.
- G. Benefits for laid off employees shall continue for one month after layoff.
- H. When an opening in a section occurs, consideration may be given to an interested employee, provided that:
 - 1. the employee indicates in writing to the Principal such desire prior to the assignment of a replacement,
 - 2. evaluations of the interested employee have been favorable.

ARTICLE XV

AGENCY SHOP

- A. If a bargaining unit member does not become a member of the Association effective September 1, of each year, or during the course of the year if he or she is a new employee, said unit members shall be required to pay a representation fee to the Association for that membership year. The purpose of the fee is to offset the cost of service rendered by the Association.
- B. Prior to October 1, of each year, the Association will notify the Board in writing of the amount of the regular membership dues charged by the Association. The representation fee paid by non-members will be 75% of that amount.
- C. If the representation fee is increased by law it will automatically be increased at the beginning of the next Association membership year.
- D. Prior to September 15, the treasurer of the Association shall submit to the Board Secretary a list of employees who have not become members. The Board will commence deducting the representation fee in the October paycheck and transmit it to the Association.
- E. On the last working day of each month the Board will submit to the Association a list of all employees who began their employment in the unit during the previous thirty days. The list will include names, date of employment, social security number, assignment, and home phone number.

ARTICLE XIX
SALARY GUIDE

<u>Step</u>	<u>1997-98</u>	<u>1998-99</u>	<u>1999-00</u>
1	26,111	26,763	26,925
2	28,279	28,610	28,633
3	30,447	30,457	30,541
4	32,615	32,304	32,049
5	34,785	34,151	35,757
6		36,002	33,465
7			37,172

Note: Employees on Step 3 in 1996-97 shall move to Step 5 in 1997-98, Step 6 in 1998-99 and Step 7 in 1999-2000.

ARTICLE XX
LONGEVITY

At the conclusion of eight (8) years of service (computed on the anniversary of employment) employees will be granted a longevity stipend of \$600. per year, through 15 years.

At the conclusion of fifteen (15) years of service (computed on the anniversary of employment) employees will be granted longevity stipend of \$1,200. per year, through 20 years.

At the conclusion of twenty (20) years of service (computed on the anniversary of employment) employees will be granted a longevity stipend of \$1,500. per year thereafter.

ARTICLE XXIV

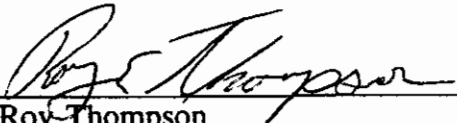
DURATION

The term of this agreement shall be July 1, 1997 through June 30, 2000.

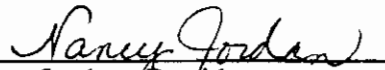
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested by their respective Secretaries at Wanaque, New Jersey, on this 26th day of August 1997.

WANAQUE BOROUGH CUSTODIANS'
ASSOCIATION

WANAQUE BOROUGH DISTRICT
SCHOOL BOARD OF EDUCATION

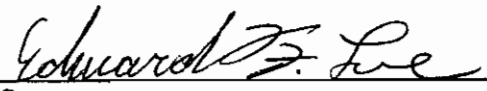


Roy Thompson
President WBCA




Nancy Jordan, President

WANAQUE BOROUGH DISTRICT
SCHOOL BOARD OF EDUCATION



Secretary



Board Secretary

8/26/97

Date

8/26/97

Date

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