

4-3222

09-64

AGREEMENT

BETWEEN

WALDWICK BOARD OF EDUCATION

AND THE

WALDWICK BUILDING SERVICE EMPLOYEES

EFFECTIVE ~~JULY~~ JULY 1, 1980

THROUGH

~~JUNE~~ JUNE 30, 1982

FRARY
Management and
Relations

SEP 29 1981
RUTGERS UNIVERSITY

ARTICLE I

Except as otherwise provided in this agreement and under the applicable statutes of the State of New Jersey, the Association recognizes that the Board has the responsibility and authority to manage and direct, in behalf of the public, all the operations and activities of the Waldwick School District to the extent authorized by law.

ARTICLE II

EMPLOYEE COMPENSATION

A. Salary Guide:

All full time custodial, maintenance and ground employees shall be covered by this agreement. The basic salary schedule for such employees is set forth in Appendix "A", 1980-1981 and Appendix "B" 1981-1982 (Building Service Employees Salary Guide). Such salary guides shall remain in effect during the terms of this agreement.

All employees shall be placed on the appropriate step of the Salary Guide for which they have bonafide work experience. Work experience shall be determined by the School Business Administrator.

Employees must work a period of six (6) months to receive credit for next step on the Salary Guide.

B. Longevity Increment 1980-1981:

1. Longevity increment of \$300.00 above guide shall be paid to the employee who has completed eighteen (18) years of service in the district, or if the employee's anniversary of eighteen (18) years of service to the district occurs during the contract year.

Longevity increment of \$350.00 above guide shall be paid to the employee who has completed twenty-one (21) years of service in the district, or if the employee's anniversary of twenty-one (21) years of service to the District occurs during the contract year.

Another longevity increment of \$350.00 shall be paid to the employee who has completed twenty-four (24) years of service or if the employee's anniversary of 24 years of service occurs during the contract year.

Another longevity increment of \$350.00 shall be paid to the employee who has completed twenty-seven (27) years of service or if the employee's anniversary of 27 years of service occurs during the contract year.

Longevity Increment 1981-1982:

2. Longevity increment of \$325.00 above guide shall be paid to the employee who has completed eighteen (18) years of service in the district, or if the employee's anniversary of eighteen (18) years of service to the district occurs during the contract year.

Longevity increment of \$375.00 above guide shall be paid to the employee who has completed twenty-one (21) years of service in the district, or if the employee's anniversary of twenty-one (21) years of service to the District occurs during the contract year.

Another longevity increment of \$375.00 shall be paid to the employee who has completed twenty-four (24) years of service or if the employee's anniversary of 24 years of service occurs during the contract year.

Another longevity increment of \$375.00 shall be paid to the employee who has completed twenty-seven (27) years of service or if the employee's anniversary of 27 years of service occurs during the contract year.

C. Extra Stipends Above Guide:

Second Shift Differential	\$400.00
Black Seal License	100.00
Black Seal license required (additional)	100.00
Elem. Night-in-Charge	158.00
H.S. Night-in-Charge	600.00
Grounds Foreman	1,700.00
Maintenance Foreman	1,700.00
Elem. Head Custodian	1,400.00
H.S. Head Custodian	2,100.00

D. Overtime:

Time and one-half will be paid for all hours in excess of forty (40) hours per week. Double time will be paid for work on Sundays. The employees will be compensated at a double time rate of pay in addition to the days pay for work on holidays.

A days pay, for the purpose of determining the overtime pay rate, shall be defined as one two hundred and sixtieth (1/260) of the contracted yearly salary. The days pay shall then be divided by eight (8) to determine the base hourly rate of pay for the employees. In the event an employee compensation is to be reduced, a days pay is to be determined in the same manner.

ARTICLE III

Following is a list of holidays for each year of the contract, provided school is not in session on these days.

New Years Day
Washington's Birthday (legal holiday)
Good Friday
Memorial Day
Independance Day
Labor Day
Columbus Day (legal holiday)
Veterans Day (legal holiday)
N.J.E.A. days (2 days)
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day
New Years Eve

If any of the above holidays shall fall on a day that school is in session, or on a Saturday or Sunday, then employees covered by this agreement shall be granted another day when school is not in session.

The 1980-1981 school calendar has not as yet been developed. Also the Yom Kippur holiday falls on a Saturday in 1980. Furthermore, it should be noted that building service employees cannot be granted a holiday when school is in session. However, if schools are closed for Yom Kippur in the future, the Board of Education will grant the building service employees this holiday. If schools are not closed the holiday will not be granted.

ARTICLE IV

All employees covered by this agreement who have satisfied the time requirements stated below, prior to July 1, 1977 shall be entitled to the following vacation:

- After six months - One (1) week
- After one year - Two (2) weeks
- After five years - Three (3) weeks
- After nine years - One (1) additional vacation day for each year.
Total possible vacation of four weeks after thirteen (13) years.
- After fourteen years - One month's vacation. (One month to be defined as twenty-two (22) days.)

In order to determine the number of years of service for vacation benefits, after completion of one full year, an employee who worked in his first year less than one year, but more than half a year shall be given credit for a full year of service.

It is further agreed that in the event that two or more people in the same department request the same vacation period, the person with the most seniority in the department should have first choice.

ARTICLE V

SICK LEAVE

1. All full time employees covered by this agreement shall be allowed sick leave with full pay for a minimum thirteen (13) sick days yearly. If any person requires less than the specified number of days of sick leave, all days not utilized shall be accumulative.

2. Physician's Certificate:

In case of sick leave claimed, the Board of Education may require a physician's certificate to be filed with the Secretary of the Board of Education.

3. Sick Leave Defined:

Sick leave is hereby defined to mean the absence from his or her post of duty, of any such person because of personal disability due to illness or injury, or because he or she has been excluded from work by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.

4. Definition of Excessive Absence and a day's Salary:

When absence, under the circumstances described in Section 3 of this act, exceeds the annual leave and the accumulated leave the Board of Education may pay the employee additional leave benefits as found in Article VI-5 of this agreement for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/260 of the annual salary.

5. Leave of Absence for Temporary Illness (A Catastrophe)

A catastrophe shall be deemed to exist when both of the following conditions are met:

- a. When a continuous illness exceeds twenty (2) work days.
- b. When the accumulated sick leave has expired.
- c. When both of these conditions exist simultaneously, the Board of Education shall pay to the sick employee 50% of his or her's contracted day's salary for a period of time not to exceed the total number of days of accumulated sick leave accredited to the employee at the beginning of the continuous illness. Or the Board shall pay the ill employee 50% of his or her's day's salary for a period of time equal to ten (10) days for each year of service in the Waldwick School system. If this aggregate number of days is greater than the accumulated sick leave as previously defined.
- d. In the event that no one is hired or no employee receives additional compensation to perform duties of the absentee employee, then the employee will be eligible to receive 2/3 of his or her's day's salary as catastrophe pay as described in Article VI-5C.
- e. The catastrophe pay shall commence on the 21st day of the illness or at the expiration of the accumulated sick leave, whichever event occurs later.

6. Salary in Cases of Absence not Constituting Sick Leave

Nothing contained herein shall affect the right of the Board of Education to fix either by rule or by individual consideration the payment of salary in cases of absence not constituting sick leave or granting sick leave over and above the minimum sick leave as found in this Article.

7. Computation of Salary Deductions

Any deductions for leaves of absence without pay shall be made on the following basis:

- a. Twelve month employees - one two-hundred-sixtieth (1/260) of the annual salary.

8. Transfer of Sick Leave Credit

In accordance with P.L. 34, 1961, a newly hired employee who has been employed immediately prior to such hiring by any other school district or districts in Bergen County shall be credited in the Waldwick School district with sick leave accumulated in such other district or districts.

ARTICLE VI

TEMPORARY LEAVES OF ABSENCE

This policy shall cover brief absences not chargeable to sick leave. The provisions for leave at full pay stated below shall be for each school year, and no unused days shall be accumulative for use in another year.

1. Death in the Immediate Family

An allowance of up to five (5) days leave shall be granted. Immediate family shall be considered: father, mother, father-in-law, mother-in-law, spouse, child, brother, sister, or any member of the immediate household.

2. Serious illness in the Immediate Family

An allowance of up to three (3) days leave shall be granted. (Immediate family same as (1) above).

3. Death of Other Relative or Close Friend

An allowance of one day's leave shall be granted.

4. Other Emergencies of Personal Nature

a. Recognition of a religious holiday

b. Court Subpoena

c. Marriage of employee or marriage in his immediate family

d. Personal business which cannot be handled outside of working hours; reasons in a general context, shall be stated in writing.

e. Any other emergency or urgent reason, which shall be stated in writing, not included in (a) to (d) above if approved by the School Business Administrator

5. Jury Duty

Employees who are required to serve on jury duty will have deducted from their salary the amount of money which they have been paid for this service.

For the protection of the employee and for proper payroll accounting and audit, every absence for a full day or more must be accounted for in writing and reported to the School Business Administrator.

ARTICLE VII

HEALTH BENEFITS

The Board of Education agrees to pay full employee and dependents premiums for health insurance coverage under the New Jersey Public and School Employee Health Benefit Program.

The Board of Education further agrees to pay for a dental plan for employee only. Benefits to be the same as provided in Walwick Education Association agreement.

ARTICLE VIII

SALARY DEDUCTIONS

- A. The Board of Education, through payroll deductions, will provide a savings program under the rules and regulations of the State Board of Education. Deductions shall be deposited in monthly interest bearing accounts.
- B. The Board of Education, through monthly payroll deductions, will purchase U.S. Savings Bonds for employees covered under this agreement in accordance with Title 18A 16-8 and 16-9.

ARTICLE IX

INITIAL MEETING DATE

The initial negotiation session to discuss the 1982-1983 agreement will be held in compliance with State Department regulations.

ARTICLE X

CLOTHING

The Board of Education will provide annually three (3) work shirts and three (3) work pants or three (3) other suitable uniforms for each Building Service employee, no later than September 1.

The Board of Education will provide a \$35.00 shoe allotment per year for all building service employees. The shoes shall be maintained and kept in good condition by the employees. The employees must provide evidence of purchase.

The employee must forward to the Supervisor of Buildings and Grounds a voucher and a copy of the sales receipt for the work shoes he or she has purchased. The Board of Education will then approve reimbursement at its next regular scheduled monthly public meeting.

The Board of Education also provides winter jackets with hood, for all C-2 Custodians, Grounds Mechanics and Maintenance Mechanics. The Supervisor of Buildings and Grounds will purchase replacement, when the jackets are worn out no later than November 1 of each year.

The Board of Education shall provide rain gear for all Building Service employees as needed for use in the performance of their duties.

All clothing provided by the Board of Education shall be maintained by the employees and kept in good condition.

ARTICLE XI

GRIEVANCE PROCEDURE

For purpose of this Article a grievance is defined as any dispute between the parties of this contract arising out of a matter of interpretation or claim of violation of an article or paragraph of the agreement or disciplinary action and/or dismissal effecting an employee or group of employees.

The term "Grievance" and the procedure established for the processing of a "Grievance" shall not be deemed applicable in the following instances.

1. In matters of initial salary guide and salary step determination and assignments;
2. In matters of temporary job transfers or assignments;
3. In matters of selection for promotion;
4. In matters where the Board or its representatives are without authority to act;
5. In matters involving temporary employees, including dismissal. For the purpose of this procedure, temporary employees shall be defined as new employees working for a period of less than sixty (60) days.

Procedure:

1. In the presentation of a grievance, the employee shall have the right to present his or hers own appeal or to designate a representative to appear with him or her at any step in his appeal. Whenever the employee appears with a representative, the Board or its representative shall have the right to designate a representative to participate at any step in the grievance procedure.
2. An employee shall not lose pay for time spent during his or her's regular working hours at the following steps of the grievance procedure.
3. Saturdays, Sundays and holidays shall not be considered working days in the computing of the time limits indicated in the grievance procedure.
4. Failure at any step of this procedure to communicate the decision of the grievance within the specified time limits shall permit the aggrieved to proceed to the the next step. Failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered at that step.
5. The time limits specified in Section D may be adjusted by mutual consent of the parties.
6. It is understood that employees shall, during and notwithstanding the peadancy of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any effect thereof shall have been fully determined.

Steps:

1. Any employee having a grievance shall present it to his or her's Supervisor within five (5) working days after the occurrence of the event from which the grievance arises. An answer will be submitted within three (3) working days. Any grievance not presented within five (5) days shall be deemed abandoned unless the parties by mutual agreement consent to an additional period of time.
2. If the employee is not satisfied with the answer, the grievance shall be put in writing specifying:
 - a. The nature of the grievance;
 - b. The results of the discussion with the Supervisor;
 - c. The basis of his or her's dissatisfaction with the determination, signed by the employee and presented to the Supervisor of Buildings and Grounds, with a copy to the Supervisor, within three (3) working days. An answer will be submitted in writing, within five (5) working days, after a hearing involving all parties.
3. If the employee is dissatisfied with the answer, or in the event no answer is received within five (5) working days, the employee may appeal, in writing within three (3) working days thereafter, to the School Business Administrator, Secretary with copies to the Supervisor of Buildings and Grounds and the Supervisor. An answer will be submitted within five (5) working days after a hearing involving all parties.
4. If the employee is dissatisfied with the answer, or in the event no answer is received within five (5) working days, the employee may appeal in writing, within three (3) working days thereafter, to the Superintendent of Schools, with copies to the School Business Administrator, Secretary, Supervisor of Buildings and Grounds, and the Supervisor. An answer will be submitted within twenty (20) calendar days after a hearing involving all parties.
5. If the employee is dissatisfied with the answer, or in the event no answer is received within twenty (20) calendar days the employee will have the right to appeal within five (5) working days as follows:
 - a. In grievance matters covered under N.J. Statutes 18A or interpretations adjudications thereof, the appeal must be made to the New Jersey Commissioner of Education.
 - b. In grievance matters not covered under (a) preceding the appeal shall be in the form of a request for advisory arbitration pursuant to the rules and regulations established by the American Arbitration Association.
 - c. The arbitrator shall be bound by the provisions of this agreement and restricted to the application of the facts presented to him involved in the grievance.

- d. The cost for the service of the arbitrator shall be borne equally between the Board of Education and the Union. Any other expenses incurred, including but not limited to the presentation of witnesses, shall be paid by the party incurring same.
- 6. The Waldwick Board of Education shall make the final decision on the issues of the grievance within fifteen (15) days after submission of the Arbitrator's report.

ARTICLE XII

DURATION OF AGREEMENT

This agreement shall be effective as of July 1, 1980 and shall remain in effect until June 30, 1982/

This agreement incorporates the entire understanding of the parties on all matters which were or should have been the subject of negotiations.

INWITNESS THEREOF, The Board of Education and the Waldwick Building Service Employees have hereto caused this agreement to be signed by their respective representatives.

BUILDING SERVICE EMPLOYEES

WALDWICK BOARD OF EDUCATION

By _____
President

By _____
Lois Erwin
President

By _____
Secretary

By _____
Jerome F. Bohnert
Secretary

1980 - 1981 SCHOOL YEAR SALARY GUIDE

APPENDIX A

<u>GUIDE STEP</u>	<u>C-1</u>	<u>C-2</u>
1.	7,457	10,170
2.	7,804	10,581
3.	8,151	10,992
4.	8,498	11,403
5.	8,845	11,814
6.	9,192	12,225

<u>GUIDE STEP</u>	<u>GM</u>	<u>MM</u>
1.	11,274	13,651
2.	11,685	14,062
3.	12,096	14,473
4.	12,507	14,884
5.	12,918	15,295
6.	13,329	15,706

1981 - 1982 SCHOOL YEAR SALARY GUIDE

APPENDIX B

- A. The total cost of the 1981 - 1982 salary guide, inclusive of increments, shall be 8.3% higher than the total cost to the Board to implement the 1981 - 1982 salary guide and agreement.
- B. The 1981 - 1982 salary guide shall be developed in the following manner:
 - 1. The total cost of the 1980 - 1981 agreement shall be multiplied by 8.3%.
 - 2. The 1981 - 1982 increment cost and increases in extra stipends shall then be subtracted from the product (outline above #1)
 - 3. The remaining funds shall then be applied to derive the new salary guide. This guide shall be developed by increasing each step of the old (1980-1981) salary guide by the same factor or percentage, no later than December 1, 1980.
 - 4. All computation shall be computed and furnished to the Association on or before December 1, 1980 and shall be based on the existing staff as of November 1, 1980

BOARD OF EDUCATION
BOROUGH OF WALDWICK

1981 - 1982 SCHOOL YEAR SALARY GUIDE

APPENDIX B

<u>GUIDE STEP</u>	<u>C-1</u>	<u>C-2</u>
1.	7,981	10,884
2.	8,352	11,324
3.	8,723	11,764
4.	9,095	12,204
5.	9,466	12,644
6.	9,837	13,083

<u>GUIDE STEP</u>	<u>GM</u>	<u>MM</u>
1.	12,066	14,610
2.	12,506	15,049
3.	12,945	15,489
4.	13,385	15,929
5.	13,825	16,369
6.	14,265	16,809

6-15-81 Board Approved