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16-13

AGREEMENT

BETWEEN:

THE WANAQUE BOROUGH DISTRICT BOARD OF EDUCATION

AND:

THE WANAQUE BOROUGH CUSTODIANS' ASSOCIATION

X JULY 1, 1985 - JUNE 30, 1988

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ARTICLE I - RECOGNITION

The Wanaque Borough Board of Education hereby recognizes the Wanaque Borough Custodians' Association, hereafter referred to as the WBCA, as the exclusive and sole representative for collective negotiations concerning grievances and terms and conditions of employment for all fulltime custodians.

ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations in accordance with the rules and regulations as established by PERC.

B. Any agreement so negotiated shall be reduced to writing, be signed by the Board of Education and the WBCA, and be adopted by the Board and the WBCA.

C. The term of this agreement shall be July 1, 1985 through June 30, 1988.

D. The WBCA recognizes that the Board has and will continue to retain, whether exercised or not, the sole and unquestioned authority, responsibility and prerogative to direct the operation of the Wanaque Borough Schools in all its aspects, including, but not limited to the following:

1. To decide the need for school facilities.
2. To determine the type of work to be performed, to assign all work to employees or to outside contractors if nature of the work is such that it cannot be accomplished by the employees.
3. To determine methods and/or procedures for completion of the work to be done.

4. To select, hire, and review work performance of any employees prior to his/her advancement on salary schedule.

5. To formulate rules and regulations for the maintenance of discipline and for the performance of work in accordance with the WBOE requirements.

6. Nothing in Article II-D shall be interpreted to detract from any right or benefit the association may have under law, PERC or court decisions.

ARTICLE III - GRIEVANCE PROCEDURE

A. Any individual member of the WBCA shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels.

B. A grievance is defined as a claim by the employee or employees, or the Association, that there has been an improper application, interpretation, or violation of a policy, this agreement, or an administrative decision affecting him, them, or the Association.

C. With respect to personal grievance, he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal at the Superintendent of Buildings and Grounds' level and the right to designate representatives of the WBCA to appear with him at successive levels of appeal.

D. The WBCA may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

E. If, in the judgment of the CA, 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 Superintendent of Buildings and Grounds 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 shall set forth his complaint in writing to the Superintendent of Buildings and Grounds. The Superintendent of Buildings and Grounds shall communicate his 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 Superintendent of Buildings and Grounds' decision within ten (10) school/business days to the Superintendent of Schools.* The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a written report on the grievance from the Superintendent of Buildings and Grounds, shall confer with the concerned parties and, upon request, with the employee or Superintendent of Buildings and Grounds separately. He shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school/business days. The Superintendent shall communicate his decision in writing, along with the supporting reasons, to the employee and the Superintendent of Buildings and Grounds.

*Hereafter sometimes referred to as Superintendent

4. a. If the grievance is not settled after reaching the Superintendent of Schools, 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 Superintendent of Buildings and Grounds, the Superintendent of Schools 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.

5. If the grievance is not resolved to the employee's satisfaction, he may directly after step four (4) and within ten (10) school/business days request a review by the Board of Education. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the employee, if requested, and render a decision in writing within fifteen (15) school/business days from the time the Board receives the appeal, providing no outstanding grievance exists at the Board level. If an outstanding

grievance exists, the fifteen (15) day period shall begin upon written reply to the previous grievance.

6. If the aggrieved person is not satisfied with the disposition of his grievance, he may within five (5) school/business days request in writing that the WBCA submit the grievance to binding arbitration. If said WBCA determines that the grievance is meritorious, it may submit the matter to binding arbitration within ten (10) school/business days after receipt of the request by the aggrieved person. Such arbitration shall be in accordance with Rule 19:12-14 of the New Jersey Public Employment Relations Commission, as supplemented and amended.

7. The parties agree to follow the procedures outlined in the agreement, and to use no other channels to resolve any question or proposal until the procedures within this agreement are fully exhausted. However, if both parties to this agreement mutually agree, expedited arbitration procedures under the rules of PERC may be utilized at any step of the procedure.

8. The cost for the service of the arbitrator, including per diem expenses, if any, and the cost of the hearing room, shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

ARTICLE IV - WORKING HOURS

A. Day Shift -- Forty (40) hours per week.

B. Night Shift -- Thirty-seven and one-half (37 1/2) hours per week.

C. Night Shift will commence one-half hour following regular dismissal time of students.

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 37 1/2 hours per week night shift.

-Any time over forty (40) hours per week day shift.

-On 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.

ARTICLE 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.

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.

Length of Service in District	Annual Vacation Days
Less than one (1) year	One (1) day per month not to exceed ten (10) days
One (1) to five (5) years	Ten (10) days

Six (6) years and over

Fifteen (15) days

Twelve (12) years and over

Twenty (20) days

B. No vacations may be taken during the two weeks prior to school opening; Christmas, Easter or Winter or Spring recesses.

C. All vacations are scheduled upon approval of the Superintendent of Buildings and Grounds and will be scheduled in accordance with seniority.

ARTICLE VIII - EVALUATIONS

A. Prior to October 15th and January 15th of each year, a formal evaluation of each employee's job performance will be conducted.

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 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.

D. Although evaluation remains the right and responsibility of those directed to do so by the Board and therefore is not subject to the grievance procedure, suspension of an employee (Article IX,

paragraph A) may be subject to the grievance procedure as outlined in Article III following any suspension.

ARTICLE X - SNOW DAYS

Those days when attendance is impractical will be off without loss of pay. Those days when attendance is practical will be regular work days.

ARTICLE XI - LEAVE WITHOUT LOSS OF SALARY

A. All custodians shall be entitled to three personal days consistent with the provision made by the Board for the teachers. All unused personal days shall accrue as sick days at the end of each year.

B. The Board of Education shall allow five (5) 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) days are insufficient to fulfill the intent of this article, the Superintendent of Schools 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 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 provide one (1) medical check-up per year for each employee to be performed by the school physician at the school site.

D. In the event the Teachers' Association negotiates a Rx Plan during the life of this agreement the Board hereby agrees to negotiate with this unit concerning the implementation of the same.

E. The Board shall provide a full family dental plan with a cap of \$3600.00 per year.

ARTICLE XIII - UNIFORMS

A. The Board and the Association agree that all members of the bargaining unit will wear clean, well-maintained uniforms, which will distinguish custodians from other personnel. The Board shall provide uniforms including shirts, shoes, pants, t-shirts and jackets not to exceed \$225.00 per employee. The custodians will maintain these uniforms.

B. The Board shall provide appropriate foul weather gear in each school for use by the custodians.

ARTICLE XIV - SENIORITY

A. School district seniority is defined as service in the Wanaque Borough Schools and the bargaining unit covered by this Agreement. Seniority shall accumulate from the first day of work and shall be continuous.

B. Seniority shall not be affected by occasional absences such as sick days or other authorized leaves granted by the Board.

C. Seniority shall be lost by an employee if he/she resigns or is discharged for cause unless extraordinary circumstances are present and an individual consideration is made by the Board allowing seniority accumulation during this period of time.

D. A seniority list shall be compiled by the Board and appended to this Agreement.

E. In the event of a reduction in the number of bargaining unit employees, such reductions shall be in the inverse order of seniority from the list compiled by item D above.

F. An employee 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 was laid off. There shall be no mid-year advance pursuant to Policy #416 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 Superintendent of Buildings and Grounds such desire prior to the assignment of a replacement,

2. evaluations of the interested employee have been favorable,

3. coverage may be arranged for the interested employee's section.

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.

F. The agency fee is to be paid monthly, at the rate of 1/10th of the agreed amount. Any non-member of the WBCA who leaves the school district any time on or after the 1st day of any month shall pay the full month's agency fee.

G. The Association is establishing and will maintain a demand and return system as required by N.J.S.A. 34:13A-5.6.

H. The Association agrees to indemnify and hold the employer harmless against any liability, course of action or claims of loss whatsoever arising as a result of said deductions.

ARTICLE XVI - TENURE CLAUSE

Tenure shall be granted to all full time custodians after the completion of three consecutive years of sustained satisfactory performance in the Wanaque School system. A year to be defined as twelve (12) months. In the event an unsatisfactory period based upon evaluation procedures under Article VIII occur, the three year period will start again.

ARTICLE XVII - NIGHT DIFFERENTIAL

Custodians working the night shift shall be paid an additional \$400.00 over their appropriate step on the salary guide.

ARTICLE XVIII - ACCUMULATED SICK LEAVE UPON RETIREMENT

Upon retirement an employee will be compensated for 50% of unused sick days for a maximum payment of up to \$2000.00

ARTICLE XIX - SALARY

Step	1985-86	1986-87	1987-88
1	14,300	15,400	16,300
2	15,300	16,300	17,100
3	16,300	17,300	18,500

Employees with four years seniority will move from level 1 to Step 3 for the 1985-86 year.

In order to advance one step on the salary guide, an employee must have served at least one half of the prior fiscal year with the district.

Seniority	Date Started
Jess Thompson	Sept,6,72
Harold Porter	Nov.20,72
Joseph Rubiski	Jan.10,79
Vivan DeGroat	Mar.3,80
Frances Hewitt	Mar.2,81
William Seland	June 8,81
William Presing	April 25,84
Roy Thompson	July 16,84
Dan Maskley	Oct.1,84
Scott Thompson	Jan. 28,85
Earl Burns	Mar.25,85