

AGREEMENT

between

THE WAYNE BOARD OF EDUCATION

and

THE WAYNE CUSTODIAL-MAINTENANCE ASSOCIATION

covering

CUSTODIAL AND MAINTENANCE PERSONNEL

2003-2004

2004-2005

2005-2006

Approved by the Board of Education: _____

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PREAMBLE

The Agreement is made and entered into on the _____ day of _____, 2003 by and between the BOARD OF EDUCATION OF THE TOWNSHIP OF WAYNE in the County of Passaic, hereinafter referred to as the “Board”, and the WAYNE CUSTODIAL-MAINTENANCE ASSOCIATION, hereinafter referred to as the “Association”; and

WHEREAS, the Association is the sole representative of the full-time custodial and maintenance workers in collective negotiations with the Board; and

WHEREAS, pursuant to negotiations under the provision of the New Jersey Public Employer-Employee Relations Act, Chapter 123, Public Laws of 1974, the Board and the Association have reached agreement with respect to terms and conditions of employment for custodial and maintenance workers for the school years 2003-2004, 2004-2005, and 2005-2006; and

WHEREAS, said Public Employer-Employee Labor Relations Act requires that when such agreement has been reached its terms shall be embodied in writing and signed by the respective parties:

NOW, THEREFORE, it is mutually agreed between the parties hereto as follows:

SECTION I

NEGOTIATIONS FOR A SUCCESSOR AGREEMENT

The parties to this Agreement shall commence negotiations for a successor agreement on or after October 1 of the last year of the contract but in no event later than 120 days prior to the Board's required budget submission date.

SECTION II

SALARIES

A. Salaries for the 2003-2004, 2004-2005, and 2005-2006 school years shall be paid in accordance with the salary schedules annexed hereto, made a part hereof, and identified as Schedules A-1 through A-3. These salary schedules reflect a four percent (4%) salary increase in each of three years, inclusive of increment.

B. Head Custodians

Each Head Custodian shall receive the following appropriate annual contract salary in addition to his/her annual custodian's salary as set forth on the current year's salary guide (Schedule A-1, A-2 or A-3):

Elementary School:	\$1,000
Middle School:	\$2,000
High School:	\$3,000

SECTION III

WORKING HOURS AND CONDITIONS- CUSTODIAL, MAINTENANCE, GROUNDS AND NIGHT SECURITY PERSONNEL

A. Employee Work Schedules

CUSTODIANS

Elementary

Day Shift	7:00 a.m. to 3:00 p.m.
Night Shift	3:00 p.m. to 11:00 p.m.

Middle School

Day Shift	7:00 a.m. to 3:30 p.m.
Night Shift	3:00 p.m. to 11:00 p.m.
Head Custodian	7:00 a.m. to 3:00 p.m.

High School

Early Day Shift	6:00 a.m. to 2:30 p.m.
Regular Day Shift	7:00 a.m. to 3:30 p.m.
Night Shift	3:00 p.m. to 11:00 p.m.
Head Custodian	7:30a.m. to 4:00 p.m.

Split-Time Shift

First School	3:00 p.m. to 7:00 p.m.
Lunch and Travel Time	7:00 p.m. to 7:45 p.m.
Second School	7:45 p.m. to 11:00 p.m.

MAINTENANCE PERSONNEL

Day Shift	7:00 a.m. to 3:30 p.m.
Night Shift	3:00 p.m. to 11:00 p.m.
Summer Hours	6:30 a.m. to 3:00 p.m.

GROUNDS PERSONNEL

Day Shift	7:00 a.m. to 3:30 p.m.
Summer Hours	6:30 a.m. to 3:00 p.m.

NIGHT SECURITY

Hours 11:00 p.m. to 7:00 a.m.

1. Any deviation from the above hours must be mutually agreed upon by the Principal and the Facilities Manager. When such deviation is of a permanent nature, the custodial and maintenance representative will be asked to participate in the discussion prior to the decision of becoming part of the regulations.
2. With reference to the day shift in schools where there are two (2) or more custodial employees on the day shift, the Building Principal may set an 11:00 a.m. to 11:30 a.m. lunch break for one (1) custodial employee and 11:30 a.m. to 12:00 noon for another custodial employee or some other reasonable variation in order to provide each custodial person with their lunch period.
3. In schools where there is one custodial and maintenance employee on duty, the Principal may set a one-half (1/2) hour lunch period at a reasonable time and at such time as is possible to provide the custodian and maintenance employee with a one-half (1/2) hour lunch period.
4. Night shift schedule shall include a one-half (1/2) hour paid lunch period. This period shall be considered part of the eight (8) hour day.
5. The split-time shift schedule shall include a one-half (1/2) hour paid lunch period and fifteen (15) minutes traveling time included in the eight (8) hour working day.

B. Overtime Hours

1. Overtime shall be paid at the rate of one and one-half (1 1/2) times the custodial and maintenance employee's hourly rate.
2. Overtime shall be paid after eight (8) working hours in one day. Overtime shall be paid for all regular hours in excess of forty (40) regular working hours in any one week.

3. Overtime hours shall be worked at the direction of the Facilities Manager and/or the request of the Principal with the approval of the Facilities Manager.
4. Overtime hours shall be worked where necessary in connection with a permit for the use of the building.
5. Holiday work shall be paid time and one-half (1-1/2) plus the day's pay.
6. Overtime within each position category (e.g. custodian, maintenance, copy center, groundskeeper, bus mechanic) shall be assigned on a rotating basis based on seniority, except in cases of emergency in which case may be assigned overtime without regard to seniority.

C. Work Week

1. A regular work week shall be Monday through Friday inclusive except in the case of custodial and maintenance employees hired after July 1, 1972. These custodial and maintenance employees may be asked to assume a work week of Tuesday through Saturday. In such cases, these custodial and maintenance employees shall consider Sunday and Monday as eligible overtime days subject to stipulations listed below in 2 and 3.
2. Saturday and/or Sunday work, where required, shall be paid at the hourly rate of one and one-half (1-1/2) times the custodial and maintenance employee's basic hourly rate for each hour worked.
3. Saturday and/or Sunday hours shall be worked where necessary in connection with a permit for the use of the building.

D. School Closing or Vacation

When school is closed or during a school vacation (excluding summer break), the regular hours for all custodial and maintenance employees will be from 7:00 a.m. to 3:30 p.m., which includes one-half (1/2) hour for lunch. If activities are scheduled in the building during the evening, the Building Principal may change the duty hours of the custodial and maintenance employee with the approval of the Facilities Manager.

SECTION IV

HOLIDAYS

A. All custodial and maintenance employees shall be paid for holidays as outlined below except when they conflict with the school calendar in which case alternate holiday dates will be selected by the Facilities Manager. The Facilities Manager shall provide advance notice of the alternate holiday dates selected. In the event two (2) holidays fall on the same day, the employees will be compensated for both days.

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

B. If, for any reason, a building is required to be open on any of these days or any alternate holiday dates, the custodial and maintenance employees directed will report for work as usual. For time so worked on these stated holidays or any alternate holiday dates, time and one-half (1-1/2) for each hour worked will be paid in addition to the day's pay for the holiday.

C. Any of the outlined holidays falling on Saturday or Sunday shall be rescheduled by the Facilities Manager at a time when school is not in session.

D. To be eligible for holiday pay, all WCMA members are expected to report for work the days preceding and following a holiday, if those days are regularly scheduled work days. An employee shall not be paid for any of the above holidays if he does not report for work the days preceding and following the holiday when those days are regularly scheduled work days unless he has prior approval to use vacation or personal days. A sick day may be considered an approved absence under this paragraph. A medical certificate of illness may be asked to be provided by the employee's physician.

SECTION V

SICK DAYS

- A. Thirteen (13) sick days with full pay shall be allowed each year which will be cumulative without limit. In case absence of custodial and maintenance employees is of greater duration than accumulated sick leave, this situation will be referred to the Board of Education for special consideration.

- B. Payment for unused sick days for custodial and maintenance employees leaving the school system based on a minimum of ten (10) years of service in the Wayne School District and only upon actual certified age service retirement pursuant to the Teachers Pension and Annuity Fund or the Public Employees Retirement System, whichever is applicable, at a rate of 28% of 1/250th of the annual salary (28% of the daily salary) on the date of leaving with a maximum of 100 days, effective July 1, 1994.

- C. Custodial and maintenance employees will be entitled to a pro rata portion of the number of sick days to which they may be entitled in the last year of employment if the custodial and maintenance employee works less than one year.

- D. Sick Day Bank
 - 1. The Sick Day Bank is a program to offer assistance to employees in time of extended illness in the form of extension of their accrued personal sick days. It is not the purpose of the Bank to provide for an illness of a brief nature. The Sick Day Bank is a cooperative program whose implementation and maintenance is dependent on employee support.
 - 2. The Bank will be built up once annually, as needed, by the employees contributing one or more of their accumulated sick leave days to the Bank. No days will be added to the Bank until the number drops below 300 days. At the end of the school year, any unused sick days remaining in the Bank will be carried over to the next year.
 - 3. In the event that the Board of Education and the WCMA agree to dissolve the Bank for whatever reason, all days left in the Bank will be divided equally by the employees. No employee will receive more days than he/she has contributed to the Bank.

4. The Board of Trustees shall consist of five (5) WCMA members, appointed by the WCMA annually to receive requests for the use of sick leave days in the Bank and to determine whether to recommend such requests for approval.
5. The Trustees shall provide the Board annually with the names of employees who contributed to the sick leave bank and the number of days they contribute. The Board of Education shall maintain records on the donation and usage of sick leave bank days, which shall be the records relied on by all parties involved. At the end of each school year, the Board of Education shall provide the WCMA a written accounting of donation and usage for that year to support the total number of days shown by the Board of Education as remaining in the Bank.
6. The Board of Trustees reserves to itself, the right to have a second medical opinion of the employee making the claim for Bank use. The cost for such examination shall be paid for by the employee and the doctor used will be of the Bank's choice.
7. The trustees of the Bank will be limited to granting up to sixty (60) school days at one time. A member may request additional sick leave by submitting a request and a doctor's certificate.
8. If in the judgment of the Trustees the employee qualifies, the Trustees shall submit the request to the Board of Education. If the Board of Education agrees with the Trustees, the Board of Education will arrange payment to the employee. If the Board of Education rejects the request, the Board will notify the Trustees of the Bank.
9. The parties acknowledge that the decision of the Board of Education shall be final and binding and shall not be reviewable by a court or agency of competent jurisdiction or subject to the contractual grievance or arbitration procedures. The Board of Education shall not withhold its approval for illegal reasons.
10. When an employee is on sick leave beyond his/her allotted number of days with pay, the deductions from his/her pay will be in the amount of 1/200th (10-month employees) and 1/240th (12 month employees) of his/her annual salary per day.
11. Prior to any recommendation or approval of the use of sick leave bank days, every applicant must sign an agreement to indemnify, defend and hold harmless the Board of Education, the WCMA, their members, agents, servant, and employees from any and all claims, liabilities, damages, and costs related to:
 - a. The solicitation and/or contributions of sick leave days to the Bank;
 - b. The communication of the names of WCMA members who contribute to the Bank and/or the number of days they contribute;

- c. The application for use of sick leave days in the Bank and/or the WCMA's committee review and recommendation process; and
- d. The Board of Education's approval or denial of recommendations to allow the use of sick leave days in the Bank.

SECTION VI

PERSONAL DAYS, DEATH IN FAMILY, PREGNANCY AND CHILD CARE LEAVE - CUSTODIAL AND MAINTENANCE PERSONNEL

A. Personal Days

A maximum of two (2) personal days may be granted by the School Business Administrator upon the recommendation of the employee's supervisor for legal, business or family matters which require the employee's absence during school hours. Application for these days shall be made at least three (3) days before the requested leave day(s), except in cases of emergency. Any unused personal days shall accumulate to unused accumulated sick days.

B. Death in Family

Up to five (5) days may be granted in the event of death in the immediate family (employee's spouse, children, parent, brother, sister, mother-in-law, father-in-law, grandchild) or for persons residing within the household for which the employee has a family-like responsibility. Up to two (2) days may be granted in the event of the death of a grandparent. Up to one day may be granted to attend the funeral of employee's relative outside the employee's immediate family or household as defined above. Funeral home visitations are to be scheduled after working hours.

C. Pregnancy and Child Care

A pregnant WCMA member shall be deemed to be sick for purposes of this Article during the period thirty (30) calendar days before and thirty (30) calendar days after termination of pregnancy. All other claims for sick leave based on pregnancy shall be supported by a detailed physician's certification which shall state the reason(s) that the member is sick and unable to perform her duties.

A pregnant member shall notify her immediate supervisor in writing as soon as practical after her pregnant condition has been established. Such notice shall include a physician's

certification of pregnancy, the anticipated date of delivery, and anticipated leave date. A pregnant member may continue working as long as her condition permits; if, in the Board's opinion, the member's job performance is being adversely affected by the pregnancy, the Board may also, in its sole discretion, require a physician's certificate as to her ability to continue her employment.

D. Child Care Leave

1. An employee may ask the Board for a child care leave for his/her minor child for a period not exceeding one (1) year. The request shall be made in writing to the Board. The decision to grant or deny the request shall be made solely by the Board. Such leave, if granted, shall be without pay and for such period of time as may be set by the Board. Nontenured employees shall not be granted leave beyond the period of their contract.
2. During child care leave, an employee may not hold other full-time employment or the Board may terminate the child care leave.
3. At the end of a child care leave, the WCMA member shall at his/her request, unless the position has been eliminated by attrition, or has otherwise been filled, be offered a comparable position.

SECTION VII

MISCELLANEOUS LEAVE OF ABSENCE PROVISIONS

A. Leave of Absence

Leave of absence may be granted, without pay, only to custodial and maintenance employees having tenure. Requests for leave of absence shall be made in writing to the Board of Education.

B. Attendance Record

Custodial and maintenance employees shall submit, through their supervisor or school secretary, whichever applies, an individual daily attendance record to the Facilities Manager's office on the first and sixteenth of each month.

C. Absence from Work

Absence known to occur on the next work day of the day shift must be reported to the Chief Custodian or Maintenance Supervisor by telephone the preceding evening before 10:00 p.m. at his home. Custodial and maintenance employees on the evening shift shall report their absence to the Facilities Manager's office before 2:00 p.m. on that day. In the event there is failure of telephone contact, the custodial and maintenance employee must notify the Facilities Manager at his home and, failing this, the Head Custodian or Principal of the school involved.

An employee who fails to notify his supervisor of his absence as required by this paragraph shall not be paid for the period of said absence except where his failure to provide such notification is caused by an emergency.

SECTION VIII

VACATIONS - CUSTODIAL AND MAINTENANCE PERSONNEL

- A. Custodial and maintenance employee vacations shall be scheduled at the discretion of the Principal and Facilities Manager.

- B.
 - 1. Service of one (1) year or less will be granted at the rate of one (1) day per month of service prior to July 1, not to exceed ten (10) days vacation in any one year.
 - 2. Service of one (1) through five (5) years, ten (10) days will be allowed.
 - 3. After five (5) years of service, fifteen (15) days will be allowed.
 - 4. After five (5) years of service, employees will receive an additional day of vacation for each two (2) years of service. Those employees who have earned more than four (4) weeks vacation shall continue to receive the same number of days they were entitled to receive as of December 31, 1985. All other employees shall be entitled to a maximum of twenty (20) days vacation.

- C. Vacation schedules during June, July and August shall be so staggered that each school shall have at least one custodial and maintenance employee in attendance every weekday.

- D. When a holiday falls within a custodial and maintenance employee's vacation period, an extra day shall be given at any time at the discretion of the Facilities Manager.

- E. Prior to custodial and maintenance employees leaving on their vacations, they shall be paid in advance for the period of their vacations if they so elect. Such requests must be in writing thirty (30) days prior to the vacation period.

- F.
 - 1. A school year is defined as the period from July 1 to June 30.
 - 2. Effective July 1, 1999, the Board and the Association agree that the maximum number of vacation days which may be carried over from one school year to a second school year (June 30 to July 1), except as described in Section VIII (F)(3) below, is forty (40) days.

3. Each employee who has more than forty (40) unused vacation days on June 30, 1999, and who carries more than forty (40) vacation days over from one school year to a second school year (June 30 to July 1) shall, on or before June 30 of that second school year, use all of the new vacation days which first became available on July 1 of that second school year. In addition, the employee shall use ten (10) of his/her carried-over vacation days on or before June 30 of that second school year. If the employee has carried less than fifty (50) vacation days into the second school year, s/he shall, in addition to using his/her new vacation days, use whatever lesser number of carried-over vacation days during the second school year as may be necessary to reduce his/her number of unused vacation days to forty (40) by the end of that second school year. The provisions of this Section VIII (F)(3) shall not be applicable to any employee who does not have more than forty (40) unused vacation days on June 30, 1999.

4. Each employee who carries forty (40) or fewer vacation days over from one school year to a second school year shall only be obligated to use as many new vacation days during the second school year as may be necessary to leave the employee with forty (40) or fewer unused vacation days on June 30 of that second year.

5. Failure to use the days as required in this Section VIII (F) shall result in forfeiture without pay, on June 30th, of all unused vacation days which were supposed to be used by the end of the school year.

6. The Board agrees that it shall notify all employees, each year no later than September 15, of the number of days carried over from the prior June 30 to July 1, the days newly credited as of July 1, and the total number of days which must be used by the following June 30. All notifications shall be enclosed in a sealed envelope. The purpose of this procedure is to notify employees about the number of days which must be used, to give employees the greater part of the year to use their days, and to allow employees to bring down their carried over vacation days by no more than ten (10) days per year.

SECTION IX

INSURANCE

1. Unit members hired on or after January 1, 1999 to work thirty (30) or more hours per week shall be provided insurance coverage in the manner hereinafter provided:
 - a. Beginning with the first year of employment in the district, individual employee hospitalization and medical coverage, all premiums to be paid by the Board.
 - b. Beginning with the second year of employment in the District, family hospitalization and medical coverage, all premiums to be paid by the Board.
 - c. Beginning with the third year of employment in the district, individual employee and family vision, dental and prescription coverage, all premiums to be paid by the Board.
2. Current unit members hired to work thirty (30) or more hours per week shall be provided complete family hospitalization and medical coverage, a dental service plan, a prescription plan and a selected optical plan.
3. There is a ten dollar (\$10.00) Prescription Co-Pay for individual employees and their families, if eligible. Co-payment cannot be claimed for reimbursement under Major Medical.
4. A deductible of \$200 per person and \$400 per family per year shall apply to all medical expenses payable under the insurance coverages described herein. For current employees, these deductibles will take effect in the month following the ratification of this Agreement, or as soon thereafter as is practicable.
5. Effective January 1, 1999, or as soon thereafter as is practicable, unit members as described above shall receive the Blue Cross/Blue Shield Horizon Plan.. Under this plan, Preferred Provider Network (“PPO”), Blue Review and Green Spring Review shall be imposed on 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. Blue Review encompasses ancillary hospital and medical appropriateness review. Green Spring Review encompasses mental health and substance abuse pre-admission review and medical appropriateness review.
6. 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.

7. At the request of the W.C..M.A. 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 costs and any other qualifying costs.
8. 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.
9. According to the attached Addendum 1, the Board of Education shall provide dental insurance under a UCR Fee Program for the individual employee, if eligible, and for the full family, if eligible. The Board's maximum contribution shall be the amount required to be paid per year for employee only coverage and for supercomposite coverage effective for June 30, 1997. An addendum to this paragraph shall be incorporated into this Agreement when the amounts required to be paid by the Board are determined.
10. Usual and customary rates (UCR) for all coverage.
11. Vision care services, if the employee is eligible, as referred to above, shall be contained in Addendum 2 and all of the other above referenced services shall be contained in Addendum 3.

SECTION X

OTHER COMPENSATION

A. Stipends

1. Supervisory

An additional Ten Dollars (\$10.00) per day stipend for duties temporarily assumed as Head Custodian in the elementary, middle, and high schools after the completion of the fifth day retroactive to the first day of assuming managerial responsibility.

2. Fireman's License

Any custodial and maintenance employee possessing a Fireman's License shall be compensated an additional stipend of Three Hundred Fifty Dollars (\$350.00) per annum upon proper presentation of a valid New Jersey Fireman's License.

B. Tuition

1. Each employee shall receive reimbursement of tuition for courses which are related to his/her job and which are approved by the Facilities Manager.
2. Each employee shall receive reimbursement of tuition for courses taken during his/her District employment in order to secure a Boiler License.

C. Jury Duty

If an employee is assigned to jury duty, any monies received from said duty shall be retained by the employee.

SECTION XI

TOOLS

The Board shall purchase and maintain those tools that are necessary for the vehicle mechanics to perform their assigned duties. If the maintenance mechanic tools are damaged or stolen on the Board's premises during the course of the maintenance mechanic's employment by the Board, they shall be repaired or replaced by the Board.

SECTION XII

UNIFORM ALLOWANCE

- A. Custodians and maintenance employees shall receive five (5) sets of uniforms (pants and shirts) per year at no cost to them.
- B. Custodians and maintenance employees shall receive winter coats every third year in place of all uniforms they would have otherwise received that year.
- C. Each employee shall receive five (5) T-shirts per year, purchased by the Board at no cost to the employee.
- D. Each employee shall, upon initial employment, receive a set of rain gear, purchased by the Board at no cost to the employee. Rain gear shall be replaced when damaged.

SECTION XIII

STORM WEATHER CONDITIONS - CUSTODIAL AND MAINTENANCE PERSONNEL

During stormy, freezing, or inclement weather, regardless of whether or not the schools are closed that day, custodial and maintenance employees shall report to their schools or shop for storm work, to permit schools to operate on schedule as quickly as possible. Custodial and maintenance employees must report by telephone to the Facilities Manager their inability to report for work and state whether they are to be charged a personal or vacation day. Should absence from work occur, when in the opinion of the Principal and Plant Manger storm conditions did not warrant such absence, the circumstances may be subject to review.

SECTION XIV

TRANSFERS AND VACANCIES

A. Vacancies

All vacancies which may arise shall be posted in a prominent location in all schools for a period of not less than one week. A copy of any vacancy posting shall be forwarded to the Association President and Secretary at the time it is posted by the Office of Personnel.

B. Transfers

Requests for transfers to vacancies in existing or new schools, or other positions, shall be in writing to the Facilities Manager. If the employee is a custodian and the request is granted, the Facilities Manager shall notify the Principal. The deciding factor in the selection of employees to other or different positions shall be performance.

SECTION XV

REDUCTION IN FORCE

Any reduction in the work force shall be accommodated on the basis of seniority.

SECTION XVI

PERFORMANCE EVALUATION/INCREMENTS - **CUSTODIAL AND MAINTENANCE PERSONNEL**

- A. Review of performance evaluation shall be conducted each year before July 1, to determine if the custodial and maintenance employee qualifies for an increment. Salary increases shall become effective in accordance with the salary guide, on July 1, of each year.

- B. The Facilities Manager shall review job performance of new custodial and maintenance employees within six (6) months of their employment date and take appropriate action to retain or dismiss the custodial and maintenance employee after conference with the Principal.

- C. If an adverse decision on a salary increment is reached, the custodial and maintenance employee will be asked to meet with the Facilities Manager and Principal at which time he/she will be apprised of the reason therefor. The custodial and maintenance employee may, at his/her request, have a representative of the Association present. Such decision will then be forwarded to the Superintendent for transmittal to the Board of Education.

SECTION XVII

GRIEVANCE PROCEDURE

1. An individual problem or disagreement within the framework of a building shall be discussed with the Principal, the individual involved, his/her immediate custodial or maintenance supervisor and the President of the Association, the grievance having first been submitted to the Principal in writing within three (3) working days prior to the requested meeting. If agreement or understanding cannot be made at this point, the procedure shall go to Step 2 at the request of either party.
2. A conference shall be held with the Facilities Manager, Principal, individual involved, his/her immediate custodial or maintenance supervisor, and President of the Association. If agreement cannot be made at this point, the procedure shall go to Step 3.
3. A conference with the Superintendent or Assistant Superintendent, the individual involved, and the President of the Association will be held. If no resolution can be determined at this time, proceed to Step 4.
4. A conference meeting shall be held with the whole Board of Education and the individuals mentioned in Step 2. Within ten (10) days after the conclusion of the meeting, the Board shall render a decision on the grievance in writing.
5. a. In the event that the aggrieved employee is dissatisfied with the determination of the Board of Education, he/she may, with prior written approval of the Association Executive Board, request that his/her grievance be submitted to arbitration. A request for arbitration shall be made within ten (10) days of the Board's determination. The aggrieved employee and the Board may mutually agree to extend the period of time in which arbitration may be requested.
- b. Within ten (10) days after such written request for submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon

an arbitrator or to obtain such a commitment within the specified period, a request for a lists of arbitrators may be made to the Public Employment Relations Commission by either party. The Parties shall then be bound by the rules and procedures of P.E.R.C. in the selection of an arbitrator.

- c. The arbitrator so selected shall limit him/herself to the issues submitted to him/her and shall consider nothing else. He/she can add nothing to nor subtract anything from this Agreement between the parties or any applicable policy of the Board.
 - d. The parties in interest shall be afforded a full opportunity to present any evidence, written or oral, which may be judged pertinent to the matter in dispute.
 - e. The decision of the arbitrator regarding the violation, interpretation or application of this Agreement shall be advisory only and not binding on either party.
 - f. Each grievance will be arbitrated separately except those of a similar nature and when mutually agreed to by both parties.
 - g. All charges made by the arbitrator shall be shared equally between the Board and the WCMA. All other costs related to arbitration, such as the payment for legal services, shall be paid for by the respective parties.
6. In no event shall a grievance be presented later than five (5) working days from the date of the alleged act complained of.

SECTION XVIII

EMPLOYEE RIGHTS AND PRIVILEGES

- A. Whenever any employee is required to participate in any disciplinary meeting or interview, or appear before the Board or any committee or member thereof concerning any matter which could adversely affect the continuation of that employee in his/her office, position or employment or the salary or any increments pertaining thereto, then he/she shall be given prior notice of the time, date, location, and reasons for such meeting or interview and shall be entitled to have a person of his/her own choosing present to advise and represent him/her during such meeting or interview.

- B. Any suspension of a custodian or maintenance employee shall be with pay, except when the employee has been indicted for a crime, is the subject of tenure charges certified by the Board, or under such other circumstances as provided for by law.

SECTION XIX

ASSOCIATION

The Board shall provide a storage closet for use by the Association for official business.

SECTION XX

REPRESENTATION FEE

A. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representatives.

B. Notification and Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by nonmembers will be no greater than eighty-five percent (85%) of that amount.

C. Payroll Deduction Schedule

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question. The deductions will begin with the first paycheck paid:

1. Ten (10) days after receipt of the aforesaid list by the Board; or
2. Thirty (30) days after the employee begins his or her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a nonbargaining unit position or was on layoff, in which event the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later.

a. Termination of Contract

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

b. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

3. Changes

The Association will notify the Board in writing of any changes in the list provided for in Paragraph (a) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than ten (10) days after the Board received said notice.

4. New Employees

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

D. The Association agrees to save the Board of Education harmless from any claims or expenses raised against it pursuant to the Board of Education fulfilling its contractual obligations in accordance with the terms of this Article.

SECTION XXI

MANAGEMENT'S RIGHTS

Except as limited by existing law and the terms of this Agreement, the Board reserves to itself sole jurisdiction and authority:

- 1) to direct employees of the school district;
- 2) 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;
- 3) to relieve employees from duty because of lack of work or for other legitimate reasons;
- 4) to maintain efficiency of the school district operations entrusted to them;
- 5) to determine the methods, means, and personnel by which such operations are to be conducted; and
- 6) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.

SECTION XXII

MISCELLANEOUS PROVISIONS

- A. All Board policies pertaining to the welfare of the custodial and maintenance employees in effect at the time of the agreement will continue as such. Any changes or additions must be negotiated to agreement with the WCMA.

- B. Noncertified, contracted employees who have completed fifteen (15) years of service in Wayne shall be granted a one-time payment of \$500.00 in recognition of services rendered. In each case this amount shall be given in a lump sum to the employee at the time he/she ceases to be employed by the Wayne Public Schools.

- C. 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

- D. The failure of either party to exercise any right it may have under this Agreement shall not constitute a waiver of that right.

SECTION XXIII

DURATION

This Agreement shall be for a period of three (3) years, commencing July 1, 2003 and ending on June 30, 2006.

IN WITNESS WHEREOF, the parties hereunto have set their hand and seals on the _____ day of _____, 2003.

WITNESS:

FOR WAYNE B.O.E.

Frank Ceurvels
Board Secretary/
Business Administrator

Catherine Herman
President
Wayne Board of Education

Date:

WITNESS:

FOR W.C.M.A.

Brian Taylor
Vice President
Wayne Custodial-Maintenance
Association

Thomas DeYoung
President
Wayne Custodial-Maintenance
Association

Date:

SCHEDULE A-1

WAYNE CUSTODIAL-MAINTENANCE SALARIES

2003-2004

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
CUSTODIAN/COPY CNTR.	30,153	30,949	31,744	32,539	33,574	35,836	39,865
MAINTENANCE/BUS MECHANICS	35,167	36,366	37,564	38,763	39,962	41,161	43,135
GROUNDKEEPERS	33,014	33,695	34,377	35,058	35,821	37,691	40,365
STOREKEEPER	35,140	36,040	36,940	37,840	38,740	39,640	41,340

Head Custodians at the elementary schools shall receive a \$1,000 salary over their appropriate step on the Custodian/Copy Center guide. Head Custodians at the middle schools shall receive a \$2,000 salary over their appropriate step on the Custodian/Copy Center guide. Head Custodians at the high schools shall receive a \$3,000 salary over their appropriate step on the Custodian/Copy Center guide.

*As part of negotiations over any successor to this Agreement, the W.C.M.A. and the Board agree to discuss salary guide structure for the purpose of establishing and maintaining reasonable and regular increment costs.

SCHEDULE A-2

WAYNE CUSTODIAL-MAINTENANCE SALARIES

2004-2005

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
CUSTODIAN/COPY CNTR.	30,756	31,568	32,379	33,190	34,245	36,732	41,015
MAINTENANCE/BUS MECHANICS	35,870	37,093	38,315	39,538	40,761	42,190	44,335
GROUNDKEEPERS	33,674	34,369	35,065	35,759	36,537	38,633	41,515
STOREKEEPER	35,843	36,761	37,679	38,597	39,515	40,631	42,490

Head Custodians at the elementary schools shall receive a \$1,000 salary over their appropriate step on the Custodian/Copy Center guide. Head Custodians at the middle schools shall receive a \$2,000 salary over their appropriate step on the Custodian/Copy Center guide. Head Custodians at the high schools shall receive a \$3,000 salary over their appropriate step on the Custodian/Copy Center guide.

*As part of negotiations over any successor to this Agreement, the W.C.M.A. and the Board agree to discuss salary guide structure for the purpose of establishing and maintaining reasonable and regular increment costs.

SCHEDULE A-3

WAYNE CUSTODIAL-MAINTENANCE SALARIES

2005-2006

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7
CUSTODIAN/COPY CNTR.	31,525	32,357	33,188	33,854	34,930	37,467	42,015
MAINTENANCE/BUS MECHANICS	36,767	38,021	39,273	40,329	41,576	43,034	45,335
GROUNDKEEPERS	34,516	35,228	35,941	36,474	37,268	39,406	42,515
STOREKEEPER	36,739	37,680	38,621	39,369	40,305	41,444	43,490

Head Custodians at the elementary schools shall receive a \$1,000 salary over their appropriate step on the Custodian/Copy Center guide. Head Custodians at the middle schools shall receive a \$2,000 salary over their appropriate step on the Custodian/Copy Center guide. Head Custodians at the high schools shall receive a \$3,000 salary over their appropriate step on the Custodian/Copy Center guide.

*As part of negotiations over any successor to this Agreement, the W.C.M.A. and the Board agree to discuss salary guide structure for the purpose of establishing and maintaining reasonable and regular increment costs.