

Contract no. 1699

X

AGREEMENT
BETWEEN
WALDWICK BOARD OF EDUCATION
AND THE
WALDWICK BUILDING SERVICE EMPLOYEES
EFFECTIVE JULY 1, 1992
THROUGH
JUNE 30, 1994

TABLE OF CONTENTS

| <u>ARTICLE</u> | | <u>PAGE</u> |
|----------------|---------------------------------------|-------------|
| I | Recognition | 1 |
| II | Salaries and Stipends | 2 |
| III | Holiday Schedule | 4 |
| IV | Vacation Schedule | 5 |
| V | Sick Leave | 6 |
| VI | Temporary Leaves of Absence | 9 |
| VII | Health Benefits | 11 |
| VIII | Salary Deductions | 12 |
| IX | Initial Meeting Date | 13 |
| X | Clothing | 14 |
| XI | Posting of New Openings | 15 |
| XII | Agency Shop | 16 |
| XIII | Grievance Procedure | 18 |
| XIV | Optical Allotment | 22 |
| XV | Working Conditions | 23 |
| XVI | Duration of Agreement | 24 |
| | Appendix A | 25 |
| | Appendix B | 26 |

ARTICLE I

RECOGNITION

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, on behalf of the public, all the operations and activities of the Waldwick School District to the extent authorized by law.

ARTICLE II

SALARIES AND STIPENDS

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", 1992-1993 and Appendix "B", 1993-1994 (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

A longevity increment of \$500.00 above guide shall be paid to the employee who has completed thirteen (13) years of service in the district or if the employee's anniversary of thirteen (13) years of service to the district occurs during the contract year.

Additional longevity increments equal to 1% of maximum step on the salary guide shall be paid to the employee for each succeeding year of service to the district up to and including twenty-one (21) years.

C. Extra Stipends Above Guide

| | |
|-----------------------|-----------|
| Second Shift | \$ 500.00 |
| Black Seal | 200.00 |
| Black Seal (required) | 100.00 |
| H.S. Night-In-Charge | 750.00 |
| Grounds Leadman | 1,800.00 |
| Maintenance Foreman | 2,800.00 |
| Elem. Head Custodian | 1,800.00 |
| H.S. Head Custodian | 2,600.00 |

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 day's pay for work on holidays.

A day's 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 day's pay shall then be divided by eight (8) to determine the base hourly rate of pay for the employees. In the event an employee's compensation is to be reduced, a day's pay is to be determined in the same manner.

ARTICLE III

HOLIDAY SCHEDULE

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

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

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 scheduling of the floating holiday by each employee shall be approved in advance by the school business administrator.

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

VACATION SCHEDULE

All employees covered by this Agreement who have satisfied the time requirements stated below shall be entitled to the following vacation:

After one (1) year - two (2) weeks

After five (5) years - three (3) weeks

After nine (9) years - one (1) additional vacation day for each year.

Total possible vacation of four (4) weeks after thirteen (13) years.

After fourteen (14) years of service - twenty-five (25) vacation days

In order to determine the number of years of service for vacation benefits after completion of one (1) full year, an employee hired prior to July 1, 1992 who worked in his first year less than one (1) 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 (2) 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 of twelve (12) sick days yearly. If any person requires less than the specified number of days of sick leave, all days not utilized shall be accumulated.

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 V-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 (20) work days.
- b. When the accumulated sick leave has expired.
- c. When both of these conditions exist simultaneously, the Board of Education may pay to the sick employee 50% of his or her 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 may pay the ill employee 50% of his or her 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. Under no circumstance shall the employee be paid an amount in excess of his or her day's salary, less the actual or estimated cost of a substitute for each day granted.

- 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 2/3rd of his or her day's salary as catastrophe pay as described in Article V-5c.
- e. The catastrophe pay, if granted, 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 (12) month employees - one two-hundred-sixtieth (1/260) of the annual salary.

8. Accumulated Sick Days

Any building service employee, who has completed ten (10) years of service in the Waldwick School District and who retired in the district pursuant to the Rules of the New Jersey Pension Funds, shall be compensated for unused sick days

accumulated at the rate of thirty (\$30.00) dollars per accumulated day. The maximum amount payable shall be \$5,000.00.

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 (1) day's leave shall be granted.

4. Other Emergencies of Personal Nature

An allowance of up to three (3) days' leave with prior approval by the school business administrator or his designee for any of the following reasons:

- 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 or his designee.

Nothing herein shall authorize the taking of personal leave for any venture resulting in remuneration for services rendered.

Nothing contained herein shall prevent the school business administrator from requesting supporting documentation where there exists reasonable suspicion to believe that personal leave is being abused or where a personal day is taken contiguous to a holiday, vacation or weekend.

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 or 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 shall pay the full premium for employee only coverage. For dependent or family coverage, the Board shall pay the full premium up to the premium charged for the 1992-1993 school year. If the premium for dependent or family coverage increases in any subsequent school year, the employee shall pay ten percent (10%) of the increase in premium from the 1992-1993 school year to the school year in question by an appropriate payroll deduction. A payroll deduction will not begin until all of the district's bargaining units have ratified 1993-1994 contracts reflecting employee contributions.

Effective July 1, 1992 the Board of Education agrees to pay 90% of the cost of either a single or family dental plan for all building services employees.

An employee who actually retires after fifteen (15) years of service in the Waldwick School District will be permitted to participate in the group health benefits program at his/her own cost and expense, subject to any rule and regulation that the insurance carrier may have with respect to eligibility, benefits and/or premiums.

ARTICLE VIII

SALARY DEDUCTIONS

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.

The Association and the affected employee agree to indemnify and hold the Board harmless, including the reimbursement of attorneys fees and all costs associated with any litigation, from any and all claims that may arise from the exercise of the Board's obligations under this Article.

ARTICLE IX

INITIAL MEETING DATE

The initial negotiation session to discuss the 1994-1995 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) other suitable uniforms for each building service employee, no later than September 1.

The Board of Education will provide a \$90.00 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

POSTING OF NEW OPENINGS

All openings for new positions and/or opportunities for promotion shall be adequately publicized, showing the job classification, salary range and location. All qualified building service employees shall be given adequate opportunity to make application for such positions.

ARTICLE XII

AGENCY SHOP

1. Purpose of Fee

If a building service employee does not become a member of the Association during any membership year (i.e., from July 1 to the following June 30) 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 to offset the cost of services rendered by the Association as majority representative, except for those services for which a fee payment is not required under Chapter 477 of the Public Law of 1979.

2. 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 equal to the maximum allowed by Chapter 477 of the Public Laws of 1979.

The Association will certify to the Board prior to the start of each membership year that the amount of the representation fee to be assessed does not exceed 85% of dues, fees and assessments and does not include any amount of dues, fees and assessments that are expended (1) for partisan, political or ideological activities or causes that are only incidentally related to terms and conditions of employment or (2) applied toward the cost of benefits available only to members of the majority representative.

3. Deduction and Transmission of Fee

The Board agrees to deduct from the salary of any building service employee who is not a member of the Association for the current membership year the full amount of the representation fee set forth in Section 2 above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments, as nearly as possible, from the pay checks paid to each building service employee during the remainder of the membership year in question. The deductions will begin thirty (30) days after the building service employee begins his or her employment in a bargaining unit position.

4. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction or 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.

5. Indemnification

The union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of or by reason of any action taken or not taken by the employer in conformance with this Article.

ARTICLE XIII

GRIEVANCE PROCEDURE

For the 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 her 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 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 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 4 may be adjusted by mutual consent of the parties.
6. It is understood that employees shall, during and notwithstanding the pendency 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 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 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 Public Employment Relations Commission.
 - 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 XIV

OPTICAL ALLOTMENT

The Board of Education will provide an optical allotment for employees covered by this contract. The cost of this allotment shall not exceed \$125.00 per employee for the two-year term of this contract.

However, the Board of Education will provide an optical allotment that shall not exceed \$225.00 per eligible employee for the two-year term of this contract if the eligible employee obtains OSHA approved safety glasses.

The employee must forward to the supervisor of buildings and grounds a voucher and a copy of the bill or receipt for services he or she has received. This allotment covers eye examinations, eye glasses and/or safety glasses (safety glasses must be OSHA approved). The Board of Education will then approve reimbursement at its next regular scheduled monthly public meeting.

ARTICLE XV

WORKING CONDITIONS

No employee shall be required to remove asbestos except in an emergency. Proper equipment will be supplied by the Board.

ARTICLE XVI

DURATION OF AGREEMENT

This Agreement shall be effective as of July 1, 1992 and shall remain in effect until June 30, 1994.

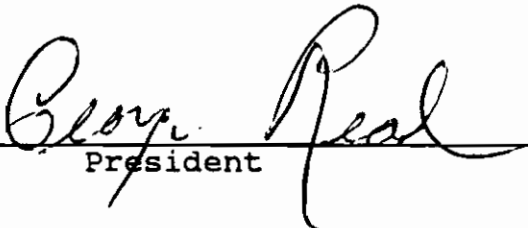
This Agreement represents and incorporates the complete and final understanding of the parties on all matters which were or could have been the subject of negotiations. During the term of this Agreement, neither party shall be required to negotiate with respect to any such matter, whether or not covered by the Agreement and whether or not within the knowledge or contemplation of either or both parties at the time they negotiated or executed this Agreement.

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

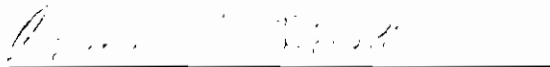
The failure of either party to exercise any right it may have under this Agreement shall not constitute a waiver of that right.

IN WITNESS THEREOF, the Board of Education of the Borough of Waldwick and the Waldwick Building Service Employees have hereto caused this Agreement to be signed by their respective representatives.

BUILDING SERVICE EMPLOYEES

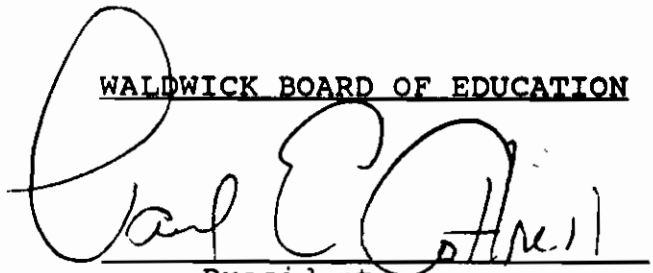


President

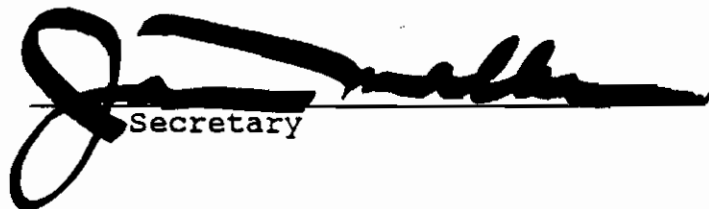


Secretary

WALDWICK BOARD OF EDUCATION



President



Secretary

Dated: 9/30/92

WALDWICK BOARD OF EDUCATION

WBSE SALARY GUIDES1992-1993 SCHOOL YEAR

| <u>STEPS</u> | <u>C-2</u> | <u>GM</u> | <u>MM</u> |
|--------------|------------|-----------|-----------|
| 1 | \$22,932. | \$25,428. | \$30,782. |
| 2 | 23,856. | 26,352. | 31,708. |
| 3 | 24,780. | 27,276. | 32,622. |
| 4 | 25,716. | 28,200. | 33,548. |
| 5 | 26,636. | 29,124. | 34,487. |
| 6 | 27,560. | 30,052. | 35,414. |

WALDWICK BOARD OF EDUCATION

WBSE SALARY GUIDES

1993-94 SCHOOL YEAR

| <u>STEPS</u> | <u>C-2</u> | <u>GM</u> | <u>MM</u> |
|--------------|------------|-----------|-----------|
| 1 | \$23,628. | \$26,196. | \$31,716. |
| 2 | 24,576. | 27,156. | 32,664. |
| 3 | 25,536. | 28,104. | 33,612. |
| 4 | 26,496. | 29,052. | 34,560. |
| 5 | 27,444. | 30,012. | 35,532. |
| 6 | 28,395. | 30,960. | 36,492. |