

**AGREEMENT**

**BETWEEN**

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

**AND**

**THE WANAQUE BOROUGH CUSTODIANS' ASSOCIATION**

**JULY 1, 2000 - JUNE 30, 2003**

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## **ARTICLE I**

### **RECOGNITION**

The Wanaque Borough Board of Education ("Board") 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 full-time 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.

## **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/her through administrative channels within ten (10) business days.
- 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/her, them, or the Association.
- C. With respect to personal grievance, he/she shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. He/she shall have the right to present his/her own appeal at the Building Principal and Business Administrator level and the right to designate representatives of the WBCA to appear with him/her 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 WBCA, a grievance affects a group of custodians, the WBCA may submit such grievance according to grievance procedures given for the employee.
1. Any employee who has a grievance shall discuss it first with the Building Principal or Business Administrator, Supervisor, Buildings and Grounds (as applicable) in an attempt to resolve the matter informally at that level.
  2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school/business days, he/she shall set forth his/her Building Principal and Business Administrator. The Building Principal and Business Administrator shall communicate his/her decision to the employee in writing within five (5) school/business days of the receipt of the written complaint.
  3. The employee may appeal the Building Principal and Business Administrator's decision within ten (10) school/business days to the Superintendent or his designee. The appeal to the Superintendent or his designee must be made in writing and must set forth the grounds upon which the grievance is based. A written grievance must include; the names of all grievants, the particular decision, contract provision or policy being grieved, the adverse impact on the employee(s), the remedy sought, the date of the violation, and the signature and date of submission. The Superintendent or his designee shall request a written report on the grievance from the Building Principal and Business Administrator, shall confer with the concerned parties and, upon request, with the employee or Building Principal and Business Administrator separately. He/she shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school/business days. The Superintendent or his designee shall communicate his/her decision in writing, along with the supporting reasons, to the employee and the Building Principal and Business Administrator.
  4.
    - a. If the grievance is not settled after reaching the Superintendent or his designee, the matter must be referred immediately to the WBCA for consideration. The WBCA shall make a determination as soon as possible, but within a period not to exceed ten (10) school/business days, notifying the employee in writing of the determination.
    - b. If the WBCA determines that the grievance has or may have merit, it shall recommend that the grievance be heard by the Board of Education.
    - c. If the WBCA determines that the grievance is without merit, it will so advise the employee, and a copy of its findings shall be sent to the Building Principal and Business Administrator, the Superintendent or his designee and the Board of Education.

- d. An employee whose grievance has been determined to be without merit by the WBCA shall retain the right to appeal, in writing, to the Board of Education.
5. If the grievance is not resolved to the employee's satisfaction, he/she 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 or his designee 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/her grievance, he/she 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. The arbitrator shall not add to, subtract from, or otherwise modify this agreement.
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.

- D. The work schedule for all custodial personnel during the period which coincides with the summer months, from July 1st to September 1st, shall consist of forty (40) hours per week

## **ARTICLE V**

### **OVERTIME**

- A. Overtime work shall be compensated at the rate of one and one-half (1 1/2) times the employee's calculated hourly rate. The following situations shall warrant overtime pay:
- Any time over 40 hours per week.
  - On Saturdays, Sundays and holidays when employee is called in for snow removal a minimum of four hours overtime will be paid.
  - On Saturday, Sunday and holidays when an employee is called in a minimum of two hours overtime will be paid.
  - Saturday hours shall be paid at the rate of one and one half (1 1/2) times the hourly rate of pay and Sunday hours at two (2) times the hourly rate of pay, provided the employee has five (5) other paid days that week.
- B. Employees shall be paid two (2) times their hourly rate for time worked on days declared by the Governor as a State of Emergency Day, if schools are open and they are required to report.
- C. 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.
- D. Overtime that is offered to members of the unit shall be done in order of seniority on a rotating basis until the list is done, provided the individual is qualified for the job. This system shall not apply to employees held over for overtime at the end of his or her shift.

**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. If a holiday falls during an employees vacation he/she shall receive an additional day of vacation for each holiday.

**ARTICLE VII**

**VACATION**

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

<u>Length of Service in District</u>	<u>Annual-Vacation Days</u>
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
Twenty-five (25) years and over	Twenty-two (22) days

B. During the two weeks prior to school opening, Christmas, Easter or Winter or Spring recesses, not more than one (1) employee per building, per shift may be permitted to take vacation each week. Additional vacations during these periods may be approved at the discretion of the Supervisor of Buildings and Grounds and the Business Administrator/Board Secretary. These vacation opportunities shall be rotated by seniority.

C. All vacations are scheduled upon approval of the Supervisor of Buildings and Grounds and will be scheduled in accordance with seniority, subject to the rotation system provided for in subparagraph (B).

D. Each employee shall receive his/her vacation pay prior to the start of his/her vacation if a thirty (30) day prior notice is given.



- E. Any employee upon resignation, termination or retirement shall be paid their regular rate of pay for each day of accumulated unused vacation time. Employees terminated for cause shall not be paid for unused vacation time.

## ARTICLE VIII

### EVALUATIONS

- A. Prior to January 15th and June 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/her performance to a satisfactory level. The performance guideline will indicate a period of sixty (60) days during which an improvement to a satisfactory level is expected.

## ARTICLE IX

### DISCIPLINARY PROCEDURES

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

## ARTICLE X

### SNOW DAYS

#### A. SNOW DAYS

Those days when hazardous conditions exist and school is closed for teaching staff and students, all custodians are required to report for work as soon as possible and work to the end of their respective shift hours without penalty.

#### B. DELAYED OPENING

When night shift employees are called in for snow removal duties, when schools are open, night shift employees shall be allowed to begin the night shift up to two hours later, at their discretion, and must complete their regular shift hours.

#### C. SNOW PLOW POSITIONS

- 1. The Board shall have the right to establish and post for up to two (2) snow plow positions each year. If the candidates' skills and qualifications are equal, seniority

shall prevail. The Board retains the right to determine the skills and qualifications of each employee applicant.

2. Employees selected for these positions shall receive a weekly stipend of \$60 during the period from December 1 through March 31 each year. The Board shall provide these employees with beepers so that they maybe contacted in case of a snow emergency. Failure to report, if called, will result in the loss of the stipend for that week.
- D. The parties recognize that employees are required to work their full number of shift hours from the time they report on days that school is closed due to snow. That is, night shift employees shall work seven and one-half (7½) hours; day shift, eight (8) hours. In addition, employees called in under these circumstances, or for overtime, must report within one (1) hour of receiving their call.

## ARTICLE XI

### LEAVE WITHOUT LOSS OF SALARY

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

## ARTICLE XII

### HEALTH INSURANCE

- A. The Board of Education shall provide each employee with a plan providing benefits similar to those of the New Jersey Public Employees' Health Benefit Plan and pay the premium for said employee.
- B. The Board of Education shall pay 100% of the premium for dependents of full-time employees who desire their dependents to be covered by the aforementioned plan.
- C. The Board of Education will reimburse the employee for the medical plan deductible, up to \$100. for each employee covered under this plan, for the duration of this contract, upon presentation of appropriate documentation. Effective July 1, 1997, this \$100 payment shall be eliminated and \$100 shall be added to the employees' base salary as set forth in the 1996-96 salary guides. Negotiated increases shall be calculated after this adjustment is made.
- D. Beginning in 2000-01, a new category for insurance coverage will be created; "Husband/wife in district" or "family in district." Anyone included in this health benefits category will be made whole for all eligible medical benefits equivalent to having separate coverage in the district. The Board of Education will hold these members harmless for any eligible costs that would not have been incurred if both district employees had family or husband/wife coverage. In the event of death of a spouse or divorce the employee(s) will be covered automatically from day one of their change in marital status. EOB's or other necessary documents may be submitted at the employees' convenience to the district and will be paid within a reasonable amount of time.
- E. The Board shall provide a full family dental plan with a cap consistent with that of the Wanaque Borough Education Association's contract per employee for the duration of this contract. The Board shall not be obligated to pay any additional increases in dental premiums effective after June 30, 2003, unless the parties' negotiate same in the successor contract.
- F. Should the Board anticipate a change in policy coverage or carrier during the term of the contract, the Association will have the right to inspect the proposed coverage.

## 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 \$450.00 per employee per year. 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 employees returning from a layoff shall be placed on the next highest step of the salary guide if he/she had worked six months of the year in which he/she was laid off. There shall be no mid-year advance pursuant to Policy #4141 of the Wanaque Board of Education.
- G. Benefits for laid off employees shall continue for one month after layoff.
- H. When an opening in a section occurs, consideration may be given to an interested employee, provided that:
  - 1. the employee indicates in writing to the Principal such desire prior to the assignment - of a replacement,

2. evaluations of the interested employee have been favorable.

## ARTICLE XV

### AGENCY SHOP

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

Effective July 1, 1991, possession of a Black Seal License shall be a prerequisite for the acquisition of tenure by new employees. Said license must be obtained within twelve (12) months of hire.

Tenure shall be granted to all qualified, full time custodians after the completion of three years plus one day of sustained satisfactory performance in the Wanaque School system. A year to be defined as twelve (12) months.

Should a period of performance be defined as unsatisfactory, and the procedures established in the Evaluations section have been followed, the time required to achieve tenure will be delayed by the amount of time covered by the unsatisfactory performance.

## **ARTICLE XVII**

### **NIGHT DIFFERENTIAL**

Custodians working the night shift shall be paid an additional \$750.00 over their appropriate step on the salary guide.

## **ARTICLE XVIII**

### **ACCUMULATED SICK LEAVE UPON RETIREMENT**

Upon retirement, an employee will be compensated for unused sick days at the rate of \$50 per accumulated day for a maximum payment of \$5,000.00. This benefit shall be paid to the estate of an otherwise eligible employee.

**ARTICLE XIX**

**SALARY GUIDE**

<u>Step</u>	<u>2000-01</u>	<u>2001-02</u>	<u>2002-03</u>
1	27,425	27,935	29,293
2	28,633	28,743	30,793
3	30,440	30,350	32,413
4	32,249	31,959	34,038
5	33,765	33,575	35,668
6	35,357	35,167	37,443
7	38,476	36,766	39,218
8		39,906	41,015

In 2002-03 Custodians Remain on Same Steps as in 2001-02.

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.

**ARTICLE XX**

**LONGEVITY**

For 2000-2002:

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

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

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

For 2002-2003:

At the conclusion of eight (8) years of service (computed on the anniversary of employment) employees will be granted a longevity stipend of \$700. per year, through 15 years.

At the conclusion of fifteen (15) years of service (computed on the anniversary of employment) employees will be granted longevity stipend of \$1,300. per year, through 20 years.

At the conclusion of twenty (20) years of service (computed on the anniversary of employment) employees will be granted a longevity stipend of \$1,600. per year thereafter.



**ARTICLE XXI**

**BLACK SEAL STIPEND**

An employee with a valid Black Seal License shall receive a stipend of \$350.00 per year. For new hires, possession of a valid Black Seal License shall be a requirement to acquire tenure in the District.

**ARTICLE XXII**

**EMPLOYEE RELATIONS COMMITTEE**

The Wanaque Board of Education agrees to "open up" the Employee Relations Committee to the entire membership of the Wanaque Borough Custodians' Association to discuss matters important to either side. Requests for such a meeting should be addressed to the Chairperson of the Committee with a copy sent to the office of the Business Administrator.

**ARTICLE XXIII**

**BOARD'S RIGHTS**

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


ARTICLE XXIV

DURATION

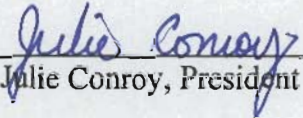
The term of this agreement shall be July 1, 2000 through June 30, 2003.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective Presidents and attested by their respective Secretaries at Wanaque, New Jersey, on this \_\_\_\_ day of \_\_\_\_\_ 2000.

WANAQUE BOROUGH CUSTODIANS'  
ASSOCIATION

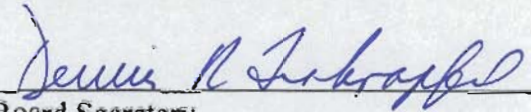
  
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Roy Thompson  
President, WBCA

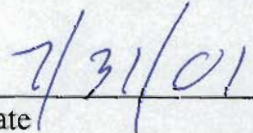
WANAQUE BOROUGH DISTRICT  
SCHOOL BOARD OF EDUCATION

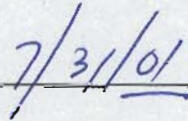
  
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Julie Conroy, President

WANAQUE BOROUGH DISTRICT  
SCHOOL BOARD OF EDUCATION

  
\_\_\_\_\_  
Secretary

  
\_\_\_\_\_  
Board Secretary

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date

## SENIORITY

Roy Thompson	July 16, 1984
John Wardlaw	February 1, 1987
Ruth Wardlaw	July 16, 1987
Edward Love	January 19, 1988
John Harty	September 1, 1990
Robert Caywood	January 1, 1998
Kenneth Richmond	May 1, 1998
Mildred Tierney	September 29, 1999
James Post	October 18, 1999