

522

AGREEMENT

BETWEEN:

THE WANAQUE BOROUGH DISTRICT BOARD OF EDUCATION

AND:

THE WANAQUE BOROUGH CUSTODIANS' ASSOCIATION

JULY 1, 1991 - JUNE 30, 1994

Prepared by:
SILLS CUMMIS ZUCKERMAN RADIN
TISCHMAN EPSTEIN & GROSS, P.A.
1 Riverfront Plaza
Newark, New Jersey 07102
(201) 643-7000

TABLE OF CONTENTS

ARTICLE I	Recognition	1
ARTICLE II	Negotiation of Successor Agreement	1
ARTICLE III	Grievance Procedure	2
ARTICLE IV	Working Hours	6
ARTICLE V	Overtime	6
ARTICLE VI	Holidays	7
ARTICLE VII	Vacation	7
ARTICLE VIII	Evaluation	8
ARTICLE IX	Disciplinary Procedures	9
ARTICLE X	Snow Days	10
ARTICLE XI	Leave Without Loss of Salary	11
ARTICLE XII	Health Insurance	11
ARTICLE XIII	Uniforms	12
ARTICLE XIV	Seniority	13
ARTICLE XV	Agency Shop	14
ARTICLE XVI	Tenure	16
ARTICLE XVII	Night Differential	16
ARTICLE XVIII	Accumulated Sick Leave Upon Retirement	16
ARTICLE XIX	Salary Guide	17
ARTICLE XX	Longevity	17
ARTICLE XXI	Black Seal License Stipend	17
ARTICLE XXII	Seniority	18
	Signatures	19

ARTICLE I - RECOGNITION

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

C. The term of this agreement shall be July 1, 1991 through June 30, 1994.

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

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

3. To determine methods and/or procedures for completion of the work to be done.

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

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

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

ARTICLE III - GRIEVANCE PROCEDURE

A. Any individual member of the WBCA shall have the right to appeal the application of policies and administrative decisions affecting him through administrative channels within thirty (30) 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, them, or the Association.

C. With respect to personal grievance, he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his appeal. He shall have the right to present his own appeal at the Supervisor of Buildings and

Grounds' level and the right to designate representatives of the WBCA to appear with him at successive levels of appeal.

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

E. If, in the judgment of the 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 Supervisor of Buildings and Grounds or immediate superior or department head (if applicable) in an attempt to resolve the matter informally at that level.

2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the employee within five (5) school/business days, he shall set forth his complaint in writing to the Supervisor of Buildings and Grounds. The Supervisor of Buildings and Grounds shall communicate his decision to the employee in writing within five (5) school/business days of the receipt of the written complaint.

3. The employee may appeal the Supervisor of Buildings and Grounds' decision with ten (10) school/business days to the Business Administrator the appeal to the Business Administrator must be made in writing and must set forth the grounds upon which the grievance is based. The Business Administrator shall request a written report on the grievance from the Supervisor of Buildings and Grounds, shall confer with

the concerned parties and, upon request, with the employee or Supervisor of Buildings and Ground separately. He shall attempt to resolve the matter as quickly as possible, but within a period not to exceed ten (10) school/business days. The Business Administrator shall communicate his decision in writing, along with the supporting reasons, to the employee and the Supervisor of Buildings and Grounds.

4. a. If the grievance is not settled after reaching the Business Administrator, 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 Supervisor of Buildings and Grounds, the Business Administrator and the Board of Education.

d. An employee whose grievance has been determined to be without merit by the WBCA shall retain the right to appeal, in writing, to the Board of Education.

5. If the grievance is not resolved to the employee's satisfaction, he may directly after step four (4) and within ten (10) school/business days request a review by the Board of

Education. The request shall be submitted in writing through the Business Administrator who shall attach all related papers and forward the request to the Board of Education. The Board, or a committee thereof, shall review the grievance, hold a hearing with the employee, if requested, and render a decision in writing within fifteen (15) school/business days from the time the Board receives the appeal, providing no outstanding grievance exists at the Board level. If an outstanding grievance exists, the fifteen (15) day period shall begin upon written reply to the previous grievance.

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

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

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

ARTICLE IV - WORKING HOURS

- A. Day Shift - Forty (40) hours per week.
- B. Night Shift - Thirty-seven and one-half (37 1/2) hours per week.
- C. Night Shift will commence one-half hour following regular dismissal time of students.

ARTICLE V - OVERTIME

A. Overtime work shall be compensated at the rate of one and one-half (1 1/2) times the employee's calculated hourly rate. The following situations shall warrant overtime pay:

- Any time over 37 1/2 hours per week night shift.
- Any time over forty (40) hours per week day shift.
- On Sundays and holidays when employee is called in for snow removal a minimum of four hours overtime will be paid.
- On Saturday, Sunday and holidays when an employee is called in a minimum of two hours overtime will be paid.

B. The Board of Education shall make every effort to provide that overtime pay be received by the employees as soon as

possible after service is performed. A custodian has the right to refuse overtime without any repercussion.

C. 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.

ARTICLES VI - HOLIDAYS

Custodians shall be entitled to holidays consistent with the official school calendar; Independence Day and Labor Day less teachers' convention, winter recess, and spring recess.

ARTICLE VII - VACATION

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

<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

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. 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. Payroll checks will be available for employees on vacation on the normal payroll day. The parties will develop a form so that employees may request to have their paychecks mailed home during vacation periods.

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 with five (5) working days after receipt of said evaluation, at their request, concerning such a report.

D. In the event the custodian receives an unsatisfactory evaluation, the evaluator is to immediately develop a performance guideline for the said custodian. This performance guideline will indicate the duties and responsibilities of the custodian's position, and in addition, will outline the ways by which the custodian can increase his performance to a satisfactory level. The performance guideline will indicate a period of sixty (60) days during which an improvement to a satisfactory level is expected.

ARTICLE IX - DISCIPLINARY PROCEDURES

A. If the employee fails to increase performance to a satisfactory level within the sixty (60) day time a 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.

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 designee.

B. The Board of Education shall allow five (5) days leave at any one time for death in the immediate family. Immediate family shall be: wife, husband, children, mother, father, sister, brother, grandfather, grandmother and the above for employee's spouse. In circumstances where five (5) days are insufficient to fulfill the intent of this article, the Business Administrator shall have the discretionary authority to extend the period beyond the five (5) days.

C. All custodians shall be entitled to twelve (12) sick days per year, such days to be cumulative. Custodians shall be given written accounting of accumulated sick leave sometime during the year at the convenience of the administration.

ARTICLE XII - HEALTH INSURANCE

A. The Board of Education shall provide each employee with New Jersey Public Employees' Health Benefit Plan and pay the premium for said employee.

B. The Board of Education shall pay 100% of the premium for dependents of full-time employees who desire their dependents to be covered by the aforementioned plan.

C. The Board of Education will 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.

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

E. The Board shall provide a full family dental plan with a cap of \$612.84 per employee from July 1, 1991 through June 30, 1993. Any increase in premium for dental coverage for the twelve (12) months commencing July 1, 1993 and ending June 30, 1994 shall be paid by the Board. The Board shall not be obligated to pay any additional increases in dental premiums effective after June 30, 1994, 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 \$275.00 per employee per contract 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 was laid off. There shall be no mid-year advance pursuant to Policy #416 of the Wanaque Board of Education.

G. Benefits for laid off employees shall continue for one month after layoff.

H. When an opening in a section occurs, consideration may be given to an interested employee, provided that:

1. the employee indicates in writing to the Supervisor of Buildings and Grounds 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.

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 \$600.00 over their appropriate step on the salary guide.

ARTICLE XVIII - ACCUMULATED SICK LEAVE UPON RETIREMENT

Upon retirement an employee will be compensated for 50% of unused sick days for a maximum payment of up to \$3,500.00. Effective July 1, 1993, the maximum payment shall be \$3,750.00.

ARTICLE XIX - SALARY

Step	1991-92	1992-93	1993-94
1	19,135	20,570	22,113
2	20,640	22,188	23,852
3	25,048	26,926	28,946

ARTICLE XX - LONGEVITY

At the 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.

ARTICLE XXI - BLACK SEAL STIPEND

An employee with a valid Black Seal License shall receive a stipend of \$250.00 per year. For new hirees, possession of a valid Black Seal License shall be a requirement to acquire tenure in the District.

SENIORITY

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.

JESS THOMPSON	SEPTEMBER 6, 1972
HAROLD PORTER	NOVEMBER 20, 1972
JOSEPH RUBISKI	JANUARY 10, 1979
ROY THOMPSON	JULY 16, 1984
JOHN WARDLAW	FEBRUARY 1, 1987
RUTH WARDLAW	JULY 16, 1987
EDWARD LOVE	JANUARY 19, 1988
RAYMOND DALY	JUNE 1, 1988
JOHN DE BENEDETTO	JULY 27, 1988
ARNOLD GARRISON	JANUARY 16, 1989
JOHN HARTY	SEPTEMBER 1, 1990

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 _____, 1992.

Mr. Harold Porter
President WBCA

Mary Conklin, President
Wanaque Board of Education

Secretary

Board Secretary

Date

Date