

July 11/10

4-3056

# 487

07-22

LIBRARY  
INSTITUTE OF MANAGEMENT  
AND LABOR RELATIONS

APR 23 1990

RUTGERS UNIVERSITY

A G R E E M E N T

Between

BOARD OF EDUCATION OF THE TOWNSHIP OF WEST ORANGE

and

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68-68A-68B

(Custodian/Maintenance)

\*\*\*\*\*

July 1, 1988 - June 30, 1991

THIS AGREEMENT, made as of the First day of July, 1988, by and between the BOARD OF EDUCATION OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX, hereinafter referred to as the "Board", and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68-68A-68B, hereinafter referred to as the "Union":.

WHEREAS, the Board and the Union have carried on negotiations in order to implement the provisions of N.J.S.A. 34:13A-5.1 et seq. [New Jersey Employer-Employee Relations Act], and to encourage and increase the effective and harmonious working relationships between the parties hereto; and

WHEREAS, as a result of said collective negotiations, the parties have reached certain agreements with respect to a collective negotiations agreement;

NOW, THEREFORE, in consideration of covenants hereinafter contained, it is mutually understood and agreed as follows:

1. RECOGNITION:

The Board recognizes the Union as the majority representative in accordance with N.J.S.A. 34:13A-5.1 et seq., for the employees of the Board in the following appropriate unit:

A. All employees in the classification of Head Custodian, Custodian, full-time Driver, Utility Worker and Maintenance, excluding all executive, clerical and professional personnel.

2. Any of the rights, power or authority the Board had when there was no collective bargaining representation are retained by the Board and may be exercised without prior notice to or consultation with the Union except those specifically abridged or modified by this

Agreement. The Board retains the right to institute time clocks and appropriate procedures for use of same during the course of this Agreement.

3. **SEPARABILITY:**

It is the intent of the parties hereto to abide by all applicable statutes covering the subject matter of this Agreement. Should any provision or provisions of the Agreement be declared illegal or contrary to any statute, all other provisions of the Agreement shall remain in full force and effect, and substitutions for the invalidated provision or provisions shall be immediately negotiated.

4. The employees within the Bargaining Unit agree to perform their duties under the direction of their respective supervisors and in accordance with this Agreement, the rules, regulations, policies and by-laws of the Board, the State Board of Education and the statutes pertinent thereto.

5. The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement.

6. **INSURANCE:**

A. The Board shall continue to provide the hospitalization/surgical, major medical and \$2 co-pay prescription insurance

protection as currently established, and shall provide the existing District-wide dental insurance program as described on Appendix "A-3," which is annexed hereto and made a part hereof. Employees shall receive the same major medical insurance benefit improvement provided to teachers in 1986, commencing on or about the date the teachers receive such upgrade.

B. If, during the term of this Agreement, the Board should change the insurance coverages described in Paragraph A. above, the parties agree to reopen this Agreement solely for the purpose of negotiating as to whether, when and to what extent such change should be applicable to the employees in the unit.

**7. SENIORITY RIGHTS:**

Seniority rights for tenure employees shall be as set forth in N.J.S.A. 18A:17-4.

**8. TENURE AND PROBATIONARY PERIOD:**

A. All tenure-eligible employees who have been employed for a period of three (3) consecutive calendar years shall be given an appointment for an unfixed term so that tenure may be acquired in accordance with N.J.S.A. 18A:17-3. All other tenure-eligible employees will be given a similar appointment upon the completion of three (3) consecutive calendar years on the third anniversary of their employment date. Time spent on leaves of absence shall not be included in computing said three (3) year period.

B. It is expressly understood and agreed that the provisions in the Agreement relating to fringe benefits will not be applicable to newly hired employees who are subject to the ninety (90) day probationary period, subject, however to provisions of law and any contract between the Board and its insurance carrier.

C. All newly hired employees shall be given a contract for a fixed term to run from the date of hiring to the following June 30. A copy of said contract is attached hereto and marked Appendix "A-4". All newly hired employees shall be subject to a ninety (90) day probationary period. During this period of ninety (90) days, the employee shall be subject to immediate dismissal. The thirty (30) day period set forth in Paragraph 1 of Appendix "A-4" shall not apply to probationary employees. Employees who successfully complete their probationary period shall at the conclusion of such ninety (90) day period be appointed as regular employees of the District; it being expressly understood, however, that such appointment refers only to a regular appointment on a year-to-year basis until the requisite service period for tenure accrual has elapsed, and does not constitute a tenured, unfixed term appointment.

9. **SALARIES, HOURS OF WORK AND OVERTIME:**

A. A normal, but not guaranteed work week shall consist of forty (40) hours, and five (5) days per week. All work in excess of forty (40) hours in any one week shall be considered overtime, payable at time and one-half (1-1/2) of the employee's normal rate of pay. Excused absence shall be considered as time worked for the purpose of

computing overtime. Overtime for full-time bus drivers shall be distributed based on low employee hours according to the overtime roster maintained by the shop steward for all bus drivers, whether full- or part-time, in accordance with the provisions of the part-time bus drivers contract.

B. Any employee who is required to report to work on a Saturday, Sunday, or holiday [as defined in the attached holiday calendar], or is called back to work for any emergency, shall be granted a minimum of three (3) hours' pay for each of said call-ins. If the call-in meets the requirements for payment of overtime set forth in paragraph A. of this Article 9, then the three (3) hours' pay granted the employee shall be at the applicable overtime rate.

C. The work week will be computed from 12:01 A.M. Sunday to 12:00 P.M. Saturday.

D. It is expected that an employee will work reasonable overtime when requested to do so.

E. Salaries of all employees covered by this Agreement for the school years 1988-89, 1989-90, and 1990-91 shall be as set forth in Appendix "A-2," which is annexed hereto and made a part hereof. Night differential pay shall be paid at the rate of \$500.00 per year. Said salary schedule is subject to voter approval at the annual budget election, and shall be administered according to the Board's Rules and Regulations.

F. Employees utilized in a temporary assignment at a higher classification shall be compensated at the following hourly rates:

(i) Maintenance - an additional \$0.85 per hour over and above the employee's applicable hourly base pay rate - rate to be effective after five (5) consecutive work days in the temporary assignment, retroactive to the first work day of the assignment.

(ii) Head Custodian - an additional \$0.75 per hour over and above the employee's applicable hourly base pay rate - rate to be effective after twenty (20) consecutive work days in the temporary assignment, retroactive to the first work day of the assignment.

(iii) Utility Worker - an additional \$0.50 per hour over and above the employee's applicable hourly base pay rate - rate to be effective after five (5) consecutive work days in the temporary assignment, retroactive to the first work day of the assignment.

**10. LONGEVITY:**

Effective January 1, 1990, employees who have completed the following specified years of service in the West Orange School District shall have the following stated longevity compensation amounts added to their regular annual salary, prorated from the relevant service completion anniversary date:

Completion of 14-18 years of service:	\$ 400
Completion of 19-23 years of service:	\$ 800
Completion of 24-28 years of service:	\$1,200
Completion of 29 or more years :	\$1,600

**11. VACATIONS, HOLIDAYS, AND EMPLOYEE ABSENCES:**

A. All employees covered by this Agreement shall be granted earned vacation in accordance with the following schedule:

(i) Employees with less than one (1) year of service by June 30 shall be granted one (1) working day for each month of employment before June 30, not to exceed ten (10) days. Employment in the first month must begin prior to the sixteenth (16th) day of the month to allow credit for vacation.

(ii) An annual vacation of ten (10) working days after completion of one (1) to six (6) years' satisfactory service.

(iii) An annual vacation of fifteen (15) working days after completion of six (6) to ten (10) years satisfactory service.

(iv) Those who complete more than ten (10) years of service by June 30 of any year will become eligible for twenty (20) days of annual vacation. Said vacation will be taken at times which are approved by the Superintendent of Buildings and Grounds.

(v) Effective July 1, 1989, employees who have completed more than twenty (20) years of service by June 30 of any year will become eligible for twenty-two (22) days of annual vacation. Said vacation will be taken at times which are approved by the Superintendent of Buildings and Grounds.



B. Custodians may take one week's vacation during the winter months when schools are not in session, with approval of the Superintendent of Buildings and Grounds, provided that adequate staffing is available in each building during such requested vacation time.

C. Thirteen (13) holidays shall be granted each year during the period July 1 - June 30, the dates to be set forth in a holiday calendar established by the Board of Education and attached hereto for reference purposes only. Effective July 1, 1989, fourteen (14) holidays shall be granted each year during the period July 1 - June 30, the dates to be set forth in a holiday calendar established by the Board of Education and attached hereto for reference purposes only. Employees shall be granted absences from employment as presently established by and subject to the Board's Rules and Regulations [attached as Appendix "A-1" for reference].

**12. CHECK-OFF OF UNION DUES:**

A. The Board agrees to deduct monthly Union dues from the wages of employees covered by this Agreement who are members of the Union and who individually and voluntarily sign an authorization card for such deductions. The parties agree that the check-off authorization card shall be as prescribed by N.J.S.A. 52:14-15.9e.

B. In making deductions the Board shall rely upon the most recent communication from the Union as to the rate of the monthly dues. The Union agrees to indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall

arise out of or by reason of action taken or not taken in respect to deduction of dues and initiation fees made pursuant to the provisions of this Article.

C. Any employee who is not a member of the Union shall pay a representation fee in lieu of dues for services rendered by the Union. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law and, in no event, shall such representation fee exceed the legal maximum allowance percentage of the regular membership dues, fees and assessments. Membership in the Union is available to all employees on an equal basis and the Union has established and maintains a demand and return system which complies with Section 2(c) and 3 of the Act. The payroll deductions for such representation fees shall be made pursuant to the procedure applicable in the District to salary deductions.

D. The Union agrees to indemnify and save the Board harmless from any damages or expenses, including attorneys' fees, which may be incurred by the Board as the result of claims made by an employee relating to this Paragraph and any payroll deductions made hereunder, provided that:

(a) The Board gives the Union timely notice in writing of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this Paragraph; and

(b) If the Union so requests in writing the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Union in the defense of the claim.

13. The Union acknowledges the right of the Board to alter and amend its rules concerning the operation of the schools, based upon educational needs. The Board agrees, however, that it will not alter the basic financial terms of this contract, specifically (a) Compensation, (b) Sick Days, (c) Personal Days, (d) Vacations; and (e) Insurance Protection during the term of this Agreement without making appropriate adjustments as to these basic financial terms, with the employees covered by this Agreement.

14. GRIEVANCE PROCEDURE:

The following grievance procedure is hereby established:

A. If any employee has a problem or complaint, he shall discuss it informally with his immediate supervisor prior to filing a formal grievance pursuant to this Article.

B. For the purpose of this Agreement, the term "grievance" shall mean any dispute between the Board and the Union, or between the Board and any employee within the bargaining unit, concerning the meaning and application of the provisions of this Agreement.

C. Grievances to be considered hereunder must be submitted no later than five (5) working days after the alleged grievance has arisen and if not so submitted shall be waived. Grievances will be handled according to the following procedure:

STEP 1:

The grievance shall be submitted by the aggrieved employee to his immediate supervisor in writing on a form to be provided by the Board. This form will provide copies of the grievance for the aggrieved

and for the Union. If the matter is not satisfactorily settled in this stage within five (5) working days after presentation of the grievance, it may within two (2) more working days be referred to the Superintendent of Buildings and Grounds. If the grievance pertains only to a situation involving a building which is administered by a Building Principal, then in that event the grievance shall go from the immediate supervisor as aforesaid to the Principal of the particular building involved. If the matter is not satisfactorily settled at this stage within five (5) working days after submission to the Principal, it may, within two (2) more working days be referred to the Superintendent of Buildings and Grounds.

STEP 2:

The employee and the Union official [if the employee so desires] may meet with the Superintendent of Buildings and Grounds for the purpose of discussing the grievance. The Superintendent of Buildings and Grounds shall give his reply within ten (10) working days, following presentation of the grievance. If the grievance is not settled at Step 2, the grievance, within five (5) working days, may be referred to Step 3.

STEP 3:

The aggrieved employee and a Union official [if the employee so desires] may meet with the Superintendent of Schools or his designee for the purpose of discussing the grievance. The Superintendent of Schools or his designee shall give his reply within ten (10) working days following the meeting.

STEP 4:

In the event that the Union is not satisfied with the decision of the Superintendent of Schools or his designee, such grievance or grievances may be taken to arbitration. The parties shall be bound by the rules and procedures of the American Arbitration Association. The power and authority of the impartial arbitrator shall be limited to the construction and interpretation of this Agreement as applied to the subject of the particular grievance involved. He shall have no authority or power to add to, delete, disregard, or modify any of the provisions of this Agreement. The decision of the impartial arbitrator shall be final and binding upon the parties. Arbitration, if any, shall be held in New Jersey.

D. It is expressly understood and agreed that in addition to the exclusion from the provisions of the grievance and arbitration clause which are contained elsewhere in the Agreement, the following are not subject to the grievance and arbitration provision of this Agreement:

- (i) Matters where a method of review is prescribed by law, or by any rule, regulation or by-law of the State Commissioner of Education or the State Board of Education.
- (ii) Matters where the Board is without authority to act.
- (iii) Matters involving the sole and unlimited discretion of the Board; except as modified by this Agreement.
- (iv) Matters where the discretion of the Board may not be limited, but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.

E. The expenses and fees incident to the services of the impartial arbitrator shall be jointly paid by the Board and the Union.

F. Either the Board or the Union may utilize the service of any suitable consultant for assistance in arbitration. The cost of such service shall be borne fully by the party utilizing the same.

**15. JOB POSTING:**

All notices of job opportunities within the bargaining unit [as defined in Article 1] shall be posted in all schools and the Administrative Office a reasonable time in advance of interviewing. A copy of said notice shall be sent to the Union.

**16. FIREMAN'S LICENSE:**

A stipend of \$450.00 shall be paid to each Head Custodian or Custodian possessing a New Jersey Fireman's License.

**17. SCHOOL BUS DRIVERS' LICENSE AND EYE EXAM:**

The Board will reimburse fees to all employees securing a school Bus Driver's license [\$25 initial license, \$4 annual renewal].

In addition, the Board will reimburse the cost of an annual eye exam for all drivers.

**18. UNIFORMS AND FOUL WEATHER GEAR:**

Uniforms shall be provided by the Board. The Board shall also provide each employee with one pair of safety shoes per school year. Employees are required to wear such shoes.

**19. INSPECTION OF VEHICLES:**

The Board agrees that all District vehicles utilized by bargaining unit members will undergo annual State Motor Vehicle inspection.

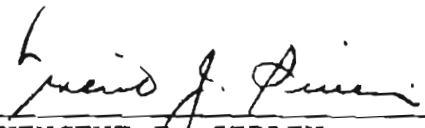
**20. DURATION OF AGREEMENT:**

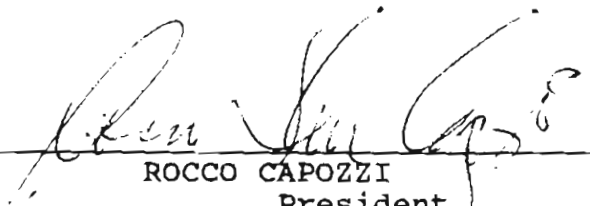
This Agreement shall cover the period commencing July 1, 1988 and expiring at 12 o'clock Midnight on June 30, 1991.


IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and their proper corporate seals to be affixed hereto on the dates set forth below.

INTERNATIONAL UNION OF  
OPERATING ENGINEERS, LOCAL  
68-68A-68B

BOARD OF EDUCATION OF THE  
TOWNSHIP OF WEST ORANGE,  
IN THE COUNTY OF ESSEX

By   
VINCENT J. GIBLIN  
Business Manager

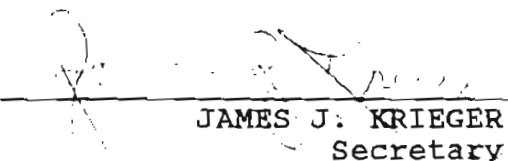
By   
ROCCO CAPOZZI  
President

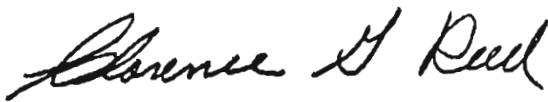
  
THOMAS P. GIBLIN  
President

ATTEST:

  
JOSEPH J. FARRELL  
Business Agent

ATTEST:

  
JAMES J. KRIEGER  
Secretary

  
CLARENCE REED  
Secretary

DATED:

DATED:



## APPENDIX A-1

### ABSENCE OF EMPLOYEES

#### 1. SICK LEAVE FOR PERSONAL ILLNESS:

All full-time employees shall be allowed ten (10) days or two (2) calendar weeks' absence annually with full salary for sickness in person or quarantine. All employees shall receive credit for their accumulated days of sick leave as of June 30, 1954. Thereafter, all unused sick leave shall be added to the accumulated total. Full salary shall be paid for absence due to sickness until such accumulated leave is exhausted. Thereafter, full salary shall be deducted in accordance with the method of calculating the daily rate.

#### 2. SUPPLEMENTARY SICK LEAVE:

Full-time employees shall be credited with five (5) days supplementary sick leave allowance for each year of service beginning with the 1960-61 school year, with unused days to be accumulated. Full-time employees, who have exhausted their regular sick leave, may utilize the accumulated supplementary sick leave to the extent necessary to provide total compensation of three (3) days in a month.

#### 3. LEAVE OF ABSENCE DUE TO PERSONAL ILLNESS:

Employees may request in writing a leave of absence due to illness or health reasons. Such a request shall be made to the Superintendent of Schools who shall transmit the request for Board of Education action. The Board of Education reserves the right to grant special extension of such leave in individual cases, which in its judgment, are deserving of such.

#### 4. COMPENSABLE ABSENCE:

Whenever any employee is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, the Board of Education shall pay to such employee the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in N.J.S.A. 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section shall be made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34 of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any worker's compensation award made for temporary disability.

5. EMERGENCY ABSENCE:

In addition to leave for personal illness as defined previously, an employee may be allowed a maximum of five (5) days in any one year with full salary because of death or serious illness within the immediate family. A maximum of five (5) additional days may be granted with deduction of substitute's salary where such additional absence is necessary and unavoidable. The number of days shall be determined by the Superintendent of Schools on the merits of each individual case. Thereafter, full deduction shall be made.

SERIOUS - shall mean an illness when the attending physician believes that the personal attention of the employee is required to assure the proper recuperation of the patient.

INTERMEDIATE 1. In the case of serious illness, IMMEDIATE shall be understood to include in the family the husband, wife, father, mother, child, brother, sister and any other relative making his or her home with the employee's family.

2. In the case of death, IMMEDIATE shall be understood to include, in addition to the person named above in "1", the following: mother-in-law, father-in-law, sister-in-law, and brother-in-law.

In case of death of a relative of the second degree, or close friend, absence of one full day may be allowed with full pay. Thereafter, full deduction shall be made.

Relative of the second degree - shall be understood to include aunt, uncle, grandparent, nephew, niece and cousin.

6. PERSONAL BUSINESS:

An application for absence for personal business shall be made, in writing, at least three school days prior to the time of absence, if possible, to the building principal, who will authorize the absence.

Three days of personal leave, with full pay, are permissible without explanation where a substantial hardship exists. Thereafter, full deduction shall be made for personal business which has been explained to, and approved by, the principal.

APPENDIX A-2

1988-91 SALARY GUIDES

MAINTENANCE

---

STEP	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
1	21,330	22,950	24,700
2	21,870	23,530	25,300
3	22,465	24,170	26,000
4	23,110	24,865	26,800
5	23,870	25,685	27,750
6	24,730	26,610	28,700
7	25,680	27,630	29,800
8	26,650	28,675	30,900
9	27,650	29,750	32,000
10	28,800	30,990	33,300
11	30,130	32,415	34,715

NOTE: For 1990-91 employees remain on same number step as they were on in 1989-90.

---

CUSTODIANS

STEP	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
1	16,750	18,005	19,250
2	17,060	18,305	19,580
3	17,370	18,625	19,950
4	17,760	19,035	20,400
5	18,350	19,475	21,005
6	18,975	20,175	21,835
7	19,750	20,995	23,275
8	21,060	22,395	24,795
9	23,925	25,745	27,570

NOTE: Custodians moving from Step 8 in 1988-89 to Step 9 in 1989-90 shall receive a salary of \$22,850 effective July 1, 1989 and shall receive a salary of \$25,745 effective January 1, 1990. For 1990-91, employees remain on same number step as they were on in 1989-90.

APPENDIX A-2 (cont'd)

UTILITY

<u>STEP</u>	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
1	18,150	19,405	20,650
2	18,460	19,705	20,980
3	18,770	20,025	21,350
4	19,160	20,435	21,800
5	19,750	20,875	22,405
6	20,375	21,575	23,235
7	21,150	22,395	24,675
8	22,460	23,795	26,195
9	25,325	27,145	28,970

---

DRIVER

<u>STEP</u>	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
1	17,400	18,655	19,990
2	17,710	18,955	20,230
3	18,020	19,275	20,600
4	18,410	19,685	21,050
5	19,000	20,125	21,655
6	19,625	20,825	22,485
7	20,400	21,645	23,925
8	21,710	23,045	25,445
9	24,575	26,395	28,220

NOTE: For 1990-91 employees remain on same number step as they were on in 1989-90.

Ten-month drivers shall receive 10/12 of the applicable salary rate in the above guide.

APPENDIX A-2 (cont'd)

HEAD CUSTODIAN

ELEMENTARY SCHOOL

<u>STEP</u>	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
9	23,975	25,795	27,625
10	24,680	26,555	28,350
11	27,325	29,395	31,485

---

HEAD CUSTODIAN

MIDDLE SCHOOL

<u>STEP</u>	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
9	24,475	26,335	28,200
10	25,180	27,095	28,915
11	27,820	29,930	32,055

---

HEAD CUSTODIAN

HIGH SCHOOL

<u>STEP</u>	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
9	25,490	27,425	29,350
10	26,245	28,240	30,100
11	28,545	30,710	32,890

NOTE: For 1990-91 employees remain on same number step as they were on in 1989-90.

APPENDIX A-3

DENTAL COVERAGE

The Dental Insurance program is based upon the Usual, Customary and Reasonable (UCR) Fee Concept.

Co-Payment	Preventive and Diagnostic:	100%
	Remaining Basic Services:	100%
	Prosthodontic Benefits:	70/30
	(including Crowns, Inlays and Gold Restorations)	
	Orthodontic Benefits:	50/50

The maximum amount payable by the insurance carrier for the above dental services provided an eligible patient in any calendar year, excluding Orthodontic Benefits, is \$1,000.00. Effective January 1, 1989, or as soon thereafter as practicable, the maximum amount payable by the insurance carrier for the above dental services provided an eligible patient in any calendar year, excluding Orthodontic Benefits, will be \$2,000.

Orthodontic Benefits are subject to an \$800.00 maximum per case, which is separate from the \$1,000.00 or \$2,000.00 maximum payable to Basic and Prosthodontic Benefits.



