

A G R E E M E N T

BETWEEN THE

WYCKOFF BOARD OF EDUCATION  
COUNTY OF BERGEN  
NEW JERSEY

and the

WYCKOFF CUSTODIAL AND MAINTENANCE ASSOCIATION

\* \* \* \* \*

FOR THE PERIOD JULY 1, 2004 - JUNE 30, 2007

**PREAMBLE**

THIS AGREEMENT, is entered into this 13th day of January, 2004, by and between the Board of Education, Township of Wyckoff, County of Bergen, New Jersey, hereinafter called the "Board, and the Wyckoff Custodial and Maintenance Association, hereinafter called the "Association."

**ARTICLE I**

**RECOGNITION**

A. The Board hereby recognizes the Association as the majority representative and thereby as the exclusive representative for collective negotiation concerning the terms and conditions of employment as permitted by law of the full-time, regularly employed employees of the Board in the following designated positions:

Custodians

Maintenance Staff

but excluding all confidential employees, the Supervisor of Buildings, Grounds and Transportation, any administrators or other personnel who are required to perform any evaluation of personnel in the unit or who devote more than 50% of their time to

administrative or supervisory duties, hourly employees, part-time employees, substitute employees, and employees who hold positions of a basically temporary or seasonal nature.

- B. Full-time employees are those who are regularly employed for the full duty day and whose compensation is based on the applicable custodial/maintenance salary guide.
- C. Part-time employees are those who are regularly employed for less than a full day and/or less than the full work year.
- D. The term “employees” when used hereinafter in this Agreement shall refer to such personnel represented by the Association in the negotiating unit as above defined as the context of the text shall indicate.

## **ARTICLE II**

### **BOARD RIGHTS**

- A. The Board of Education, subject only to the legally enforceable express terms of this Agreement, and pursuant to applicable New Jersey Statutes, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof.

By way of illustration and not by way of limitation of the rights and responsibilities reserved to the Board are the right to executive management and administrative control of the school system and its properties and facilities and employees; to adopt or modify and to post rules and regulations governing working conditions, subject to any statutory obligations to negotiate the same; to hire, assign, promote, transfer and retain employees covered by this Agreement, or to suspend, demote, discharge or take other disciplinary action against employees; to relieve employees from duties because of lack of work or for other legitimate reasons; to decide upon the methods and means of accomplishing unit work and the duties, responsibilities and assignments of employees with respect thereto, including the determination of work load, and the terms and conditions of employment generally; to create, abolish, fill or fail to fill any position; to maintain the thoroughness and efficiency of the School District operations entrusted to it; to introduce new or improved methods and facilities; to contract out such goods and services as it deems proper; and to take whatever other actions may be necessary to accomplish the mission of the School District in any situation, subject only to the legally enforceable provisions of this Agreement.

### **ARTICLE III**

#### **RELATIONSHIP WITH ASSOCIATION**

- A. The Association shall be provided with a copy of the Board's Policy and Regulation Manual and revisions as they are established.
- B. The Association shall be provided agendas and minutes for public meetings as soon as they are available.
- C. The Association will be allowed the use of internal mail facilities, bulletin boards, school buildings and equipment, as per Board policy.

#### **ARTICLE IV**

#### **CONTRACT**

A. Copies of Original Contract:

There shall be two (2) signed copies of the final contract for purposes of record. One (1) copy shall be retained by the Board and one (1) by the Association.

B. Publication:

Copies of the Contract shall be provided to every member of the unit within a reasonable period of time after the contract is signed. Additional copies will be provided to new employees during the term of the contract. Cost of publication shall be shared equally by the Board and the Association.

C. General:

1. In the event that any provision of this Agreement is or shall at any time be contrary to law, current law and statute will prevail and all other provisions of the Agreement shall continue in effect.
2. This Agreement shall not be amended or modified in any way whatsoever except by written agreement of both parties.

## **ARTICLE V**

### **GRIEVANCE PROCEDURE**

#### A. Definitions:

1. A “grievance” shall mean a complaint by a designated unit employee(s) or the Association that such designated unit employee(s) or the Association has been affected by a violation, misinterpretation, or misapplication of Board policy, or of an administrative decision, affecting terms and conditions of employment of such employee(s), or a violation, misinterpretation or misapplication of this Agreement affecting the terms and conditions of employment of such employee(s) or of the Association. A grievance to be considered under this procedure must be initiated by the aggrieved party within thirty (30) calendar days of its occurrence, otherwise the same shall be deemed to have been abandoned.

The term “grievance” shall not include the non-renewal of an employee’s

contract or employment.

2. An aggrieved person is the employee(s) or the Association affected by the action complained of.
3. For purposes of this grievance procedure, immediate supervisor shall mean the building Principal for custodial staff and the Supervisor of Buildings, Grounds and Transportation for maintenance staff.
4. Working day shall mean a day in which the central office is open to transact business.
5. Representative shall mean the persons designated as such by the aggrieved person or by the Superintendent of Schools or his designee.

B. General Provisions:

1. It is the intent of these procedures to provide for the orderly settlement of differences in a fair and equitable manner. The resolution of such differences at the earliest possible stage is encouraged.
2. The aggrieved person(s) shall have the right to present a complaint, or to have the Association do so, in accordance with these procedures, free from coercion, interference, restraint, discrimination or reprisal.
3. An aggrieved person may be accompanied or represented by not more than two (2) persons of his/her own choosing, of whom one (1) or both may be designated representatives of the Association. When an aggrieved person is not represented by the Association, a representative of the Association shall have

the right to be present and to state its views at all levels of the grievance procedure after Level One.

4. Each party shall have access, at reasonable times, to written statements and records pertaining to such case.
5. All hearings shall be kept confidential by all parties.
6. At each step of the procedure, if differences are not resolved within the prescribed time, the aggrieved person(s) has the right to move directly 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 a waiver of the grievance.
7. 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.
8. Any time period contained in this grievance procedure may be extended by mutual agreement of the parties in writing.
9. All documents, communications and records dealing with the processing of a grievance shall not be kept in the personnel file of any of the participants.

C. Procedures:

1. The aggrieved person(s) shall discuss the grievance with the immediate supervisor.



2. If the grievance is not satisfactorily disposed of, the Association may, on behalf of the aggrieved person(s), present the grievance in writing to the Superintendent of Schools within five (5) working days of the discussion.
3. The Superintendent of Schools or his designee shall investigate the grievance and render a decision in writing within ten (10) working days after receipt of the grievance.
4. If the grievance is not satisfactorily disposed of at the level of the Superintendent of Schools, the Association may, within ten (10) working days of the date of the decision, request a review by the Board. The request shall be submitted in writing through the Superintendent of Schools, who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance, hold a hearing with the aggrieved person(s), if requested, and render the final decision in writing within thirty (30) working days of the request. The Board's decision shall be final and binding.

## **ARTICLE VI**

### **EVALUATION PROCEDURE**

- A. Employees in the unit will be evaluated once annually, using the evaluation form adopted by the District at the time of the evaluation.
- B. Evaluations shall not be placed in the employee's files unless the employee has had an opportunity to read the evaluation and sign it. The employee shall acknowledge that the material has been read by signing the evaluation form. The signature shall

indicate that the material has been read and is not to be construed as agreement or disagreement with its contents. The employee has the right to make written comments on the evaluation form, or on a separate sheet which will be affixed to the evaluation, within five (5) days of receiving the typed copy.

## **ARTICLE VII**

### **PERSONNEL FILES**

- A. An employee shall have the right, upon request, to review the contents of his or her personnel file and to receive copies, at the employee's expense, of any document contained therein. The employee shall be entitled to have an Association representative accompany him or her during the review of the file.
- B. Any adverse material placed in the personnel file shall be signed by the employee indicating acknowledgment, but not necessarily agreement of content. The employee shall have the right to affix a reply to said document.

## **ARTICLE VIII**

### **VACANCIES AND TRANSFERS**

- A. The Association shall be notified of all vacancies or newly created positions in the unit. Applications from employees will be accepted and the fact of current employment and seniority within the system will be considered among other factors deemed relevant by the Board. The Association will be notified of the final decision.

## **ARTICLE IX**

### **HOURS OF WORK**

- A. The regular work week shall consist of Monday through Friday and shall consist of forty (40) hours, except for night shift personnel hired effective July 1, 1995. Night shift personnel hired effective July 1, 1995, will work Monday through Thursday evenings and Saturday days. Night shift personnel hired prior to July 1, 1995, will have the option of changing their Friday night work schedule to Saturday days if it is mutually agreeable between the Supervisor of Buildings, Grounds and Transportation and the affected employee. Night shift personnel hired effective July 1, 1998, will be required to work Monday to Thursday evenings and may be required to work either Saturday or Sunday based upon a schedule approved by the Supervisor of Buildings, Ground, and Transportation.
- B. The usual daily hours of work shall be eight and one-half (8-1/2) for day shift employees, including a half (1/2) hour for lunch.

- C. The usual daily hours of work shall be eight (8) for night shift personnel, including a half (1/2) hour paid lunch.
- D. If new shifts are created, classification of a shift as day or night will be made by the Supervisor of Buildings, Grounds and Transportation and/or the Business Administrator.
- E. All midday shift and second shift custodians may be placed on day-shift status at the close of the school calendar year and when school is not in session during school recess weeks. The Supervisor of Buildings, Grounds and Transportation will determine the shift hours and schedules for employees during the period after the close of school and the school recess weeks.
- F. Between the period July 1st and August 31st each year of this agreement, all members of the Association, with the approval of the Supervisor of Buildings, Grounds and Transportation, will be permitted to reduce their daily work schedule by one (1) hour every other day or a total of five (5) hours every two weeks. A maximum one hour reduction will occur at the end of a work day.

## **ARTICLE X**

### **OVERTIME**

- A. Overtime hours shall be assigned by the Supervisor of Buildings, Grounds and Transportation and/or the Business Administrator.

- B. Regular overtime is defined as hours worked during the regular work week in excess of forty (40) hours, and shall be compensated at one and one-half (1-1/2) times the employee's hourly rate.
- C. Hours worked on Sunday shall be compensated at one and one-half (1-1/2) times the employee's hourly rate, and on holidays at two (2) times the employee's hourly rate.
- D. Approved sick days and paid holidays shall be included as part of the forty (40) hour regular work week for overtime purposes.
- E. All overtime must be authorized and approved by the Supervisor of Buildings, Grounds and Transportation and/or the Business Administrator. Properly executed payroll vouchers shall be submitted to the Business Office as a condition to payment for overtime worked.
- F. An employee called in to work during an emergency callout shall be guaranteed a minimum payment of three (3) hours at one and one-half (1-1/2) times his/her hourly rate. Emergency callout on a holiday shall be compensated at two (2) times the employee's hourly rate.

**ARTICLE XI**

**WORK YEAR**

A. The work year shall consist of the period from July 1 through June 30.

## **ARTICLE XII**

### **HOLIDAYS**

- A. Employees in the unit shall receive fourteen (14) paid holidays during each work year.
- B. The holiday calendar shall be initially determined by the Supervisor of Buildings, Grounds and Transportation and approved by the Business Administrator. The holiday calendar shall be distributed to each unit member and to the Association no later than by the start of the fiscal work year after such approval. The holiday calendar may be changed to reflect a change in the school calendar.

## **ARTICLE XIII**

### **TEMPORARY LEAVES OF ABSENCE**

- A. Requests for non-accumulative personal leave must be made in writing to the School Principal with a copy to the Business Administrator and the Supervisor of Buildings, Grounds and Transportation. Requests for leave must be submitted at least one week in advance of such leave, unless excused by the Superintendent of Schools for reason of unanticipated emergency beyond the control of the employee.

The building Principal or other immediate supervisor may grant non-accumulative personal leaves of up to one day with or without pay. Non-accumulative personal leave for more than one day may be granted with or without pay by the Superintendent of Schools.

- B. At the end of each month, every employee shall submit an Employee Absence Report to the Board Office through the Supervisor of Buildings, Grounds and Transportation.

#### **ARTICLE XIV**

#### **SICK LEAVES**

- A. Employees in the unit shall be provided with fifteen (15) cumulative sick days per year.
- B. In cases of frequent or intermittent illness, or illness in excess of three (3) consecutive days, the employee may be required by the immediate supervisor to submit a statement of health from a physician.
- C. Time lost due to a personal injury arising out of and in the course of a unit member's employment will not be chargeable to cumulative sick leave, for up to one calendar year from the date of the injury.
- D. Notification of absence for illness must be provided to the Supervisor of Buildings, Grounds and Transportation as soon as possible before the employee's shift begins.

- E. At the end of each month, every employee shall submit an Employee Absence Report to the Board Office through the Supervisor of Buildings, Grounds and Transportation.
- F. Upon retirement from a State administered Pension Fund (P.E.R.S./TPAF), each employee who has completed ten (10) years of service in the district shall receive payment for unused accumulative sick leave days at the rate of twenty-two (\$22.00) dollars for each such day up to a maximum of \$3,300.00. Vesting of pension shall not be deemed retirement from the Pension Fund. Notification of the retirement must be provided to the business office by December 1, of the year preceding the retirement in order for the employee to receive payment upon retirement. If such notice is not received by December 1, of the year preceding retirement, the Board may postpone payment to the following year.

## **ARTICLE XV**

### **EXTENDED LEAVES OF ABSENCE**

- A. The Board shall grant maternity leaves as prescribed by law.
- B. The Board may grant a leave of absence without pay up to one (1) year to an employee for the purpose of caring for a sick member of the employee's immediate family. Immediate family is defined as: spouse, children, parents, sisters, brothers, aunts, uncles, grandparents and grandchildren.



- C. The Board may grant a leave of absence without pay up to one (1) year to an employee who has a prolonged illness.
- D. The Board may grant other leaves of absences without pay for good cause.
- E. All leaves, extensions and renewals shall be applied for in writing. If said leave is granted, then approval shall be in writing.
- F. All benefits to which an employee was entitled prior to the leave of absence shall be restored upon his/her return, excluding increment.

## **ARTICLE XVI**

### **TUITION AND FEE REIMBURSEMENT**

- A. The Board shall provide for payment of registration fees for employees whom the Board designates to attend workshops, conferences, and seminars without loss of pay, if said conference occurs during the working day.
- B. The Association may suggest to the Board ideas for professional days, in-service training courses, workshops, conferences, and programs designed to improve the quality of performance of custodial and maintenance staff.
- C. An employee wishing to take an on-premises course in a job-related area in a college, technical or vocational school shall apply in writing to the Business Administrator. If the Business Administrator recommends that the course be taken by the employee, and such recommendation is approved by the Superintendent of

Schools, the employee shall receive full or partial reimbursement for the cost of tuition for such course, in such amount as may be determined by the Board in each individual case. Reimbursement will be contingent upon the employee's compliance with any requirements set by the Board as a condition thereto, and is expressly subject to the employee's receiving a grade of "C" or better in the course, or a "Pass" if the only grade given is "Pass/Fail."

## **ARTICLE XVII**

### **VACATIONS**

- A. Vacations shall be granted as follows:
- One (1) to four (4) years of employment in the district - ten (10) days;
  - Five (5) to nine (9) years of employment in the district - fifteen (15) days;
  - Over nine (9) years of employment in the district - twenty (20) days.
- B. Employees with less than ten (10) months of employment in the district will earn one (1) working day for each full month of service.
- C. All allowable vacations shall be taken after consultation with the employee and the approval of the Supervisor of Buildings and Grounds and Business Administrator. All vacation dates shall be arranged as not to interfere with the operation of the schools.

**ARTICLE XVIII**

**WORK CLOTHING**

A. Uniforms will be provided each year as follows:

Two (2) winter uniforms

Two (2) summer uniforms

B. One (1) winter jacket will be provided, and replaced on an as-needed basis.

C. Two (2) pairs of work shoes (total cost not to exceed \$150.00 per year).

D. One set of coveralls will be provided for the maintenance staff, and replaced on an as-needed basis.

E. New staff will be entitled to receive applicable work clothing after completion of three (3) months of employment.

F. All work clothing, except work shoes, will be purchased through the business office.

The purchase and wearing of work clothing (including work shoes) shall be in compliance with rules and regulations as promulgated and modified from time to time by the business office. Uniforms are required to be worn by employees when on duty.

**ARTICLE XIX**

**HEALTH CARE INSURANCE**

- A. The Board may substitute other insurance carriers or utilize self-insurance or other insurance pooling, so long as the applicable insurance coverages are substantially equivalent to those now being provided.
- B. Effective July 1, 1995, new employees to the district will be provided individual prescription and dental insurance coverage and family medical coverage funded by the Board of Education.
- C. Employees will be afforded the opportunity to purchase any upgrade in the provided insurance coverage at the group rate paid by the Board.
- D. Upon completion of three years of service (36 months), full family benefits for medical, prescription and dental will be provided in full by the Board.
- E. Co-pays for prescriptions shall be \$20 for brand name and \$10 for generic prescriptions and shall also pertain to mail order prescriptions.

## **ARTICLE XX**

### **SALARY SCHEDULE**

- A. The salaries of all custodial and maintenance staff personnel covered by this Agreement are set forth for 2004-2005, 2005-2006, and 2006-2007 as attached. The overall increase is at 3.4% for 2004-2005, 3.4% for 2005-2006 and 3.4% for 2006-2007. The minimum salary for the period July 1, 2004 through June 30, 2005, will be \$26,109 and the maximum salary will be \$45,636 exclusive of the Head

Custodian stipend, the Maintenance Staff stipend, and the longevity stipend. The minimum salary for the period July 1, 2005, through June 30, 2006, will be \$26,109 and the maximum will be \$47,1888, exclusive of the Head Custodian stipend, the Maintenance Staff stipend, and the longevity stipend. The minimum salary for the period July 1, 2006, through June 30, 2007, will be \$26,109, and the maximum salary will be \$48,792, exclusive of the Head Custodian stipend, the Maintenance Staff stipend, and the longevity stipend. The stipends of all custodial and maintenance staff personnel covered by this agreement are set forth and attached hereto as Schedule "A" and made a part hereto.

## **ARTICLE XXI**

### **NON-RENEWAL OF EMPLOYEE'S CONTRACT**

- A. Any employee who receives notice that his employment will not be renewed for the succeeding school year may, within ten (10) days thereafter, request in writing from the Board a statement of reasons for such nonemployment. Such written statement of reasons shall be given to the employee within thirty (30) days after receipt of the request for such statement.
- B. Within ten (10) days after receiving the written statement of reasons, the employee may request an informal appearance before the Board, by serving a written request

upon the Board Secretary. The informal appearance shall be scheduled within thirty (30) calendar days from receipt of the written request for the appearance.

- C. The appearance before the Board shall not be an adversary proceeding, and the purpose of the appearance shall be to permit the staff member to convince the members of the Board to offer reemployment. The proceeding shall be held in closed executive session, and the procedure and conduct of the proceeding shall be determined by the presiding Board officer.
- D. Within ten (10) days following the informal appearance, the Board Secretary shall notify the employee in writing of the Board's decision, which decision shall be final and binding and not subject to review under the Grievance Procedure.

## **ARTICLE XXII**

### **REPRESENTATION FEE**

- A. If an employee who is represented by the Association does not become a member of the Association during any membership year which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.
- B. Amount of Fee/Notification:

1. 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, and the representation fee to be paid by non-members. The representation fee to be paid by non-members shall not exceed the maximum percentage of regular membership dues, fees and assessments as allowed by N.J.S.A. 34:13A-5.5.b., and the Association will certify that fact to the Board, prior to the start of each membership year.

C. Deduction and Transmission of Fee:

1. Notification:

On or about the 15th of September of each year, the Board will submit to the Association a list of all employees in the bargaining unit. On or about December 1 of each year, the Association shall notify the Board of Education as to the names of those employees who are required to pay the representation fee.

2. Payroll Deduction Schedule:

The board will deduct from the salaries of the employees referred to in Paragraph C. 1, the full amount of the yearly representation fee in equal installments beginning with the first paycheck in January. Before any deductions are made, the Association will first establish a demand and return system in compliance with N.J.S.A. 34:13A-5.5.c. and will notify the Board in writing that it has done so.

3. Termination of Employment:

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

4. Mechanics:

Except as otherwise provided in this Article, the mechanics for the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association pursuant to N.J.S.A. 52:14-15.9.e.

5. Changes:

The Association will notify the Board in writing of any changes in the list provided for in paragraph C.1 above, and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

6. New Employees:

On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association a list of all employees who began their employment in a bargaining unit position during



the preceding 30 day period, together with their job titles. The Board will also notify the Association of any change in the employment status of an employee regarding retirement, resignation, separation from employment, or death.

7. Indemnification and Save Harmless Provision:

The Association agrees to indemnify and hold the Board harmless against any claims or liability which may arise by reason of any action taken or not taken by the Board in complying with the provisions of this Article. The Board gives the Association reasonable notice in writing of any claim, demand, suit, or other form of liability in regard to which it will seek indemnification.

8. Board's Responsibility

\_\_\_The Board will endeavor to comply with its responsibilities under this Article, but the Board shall not be liable to the Association for any deductions which it fails to make.

**ARTICLE XXIII**

**DURATION**

A. This agreement shall be effective as of July 1, 2004, and shall continue in effect until June 30, 2007.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and seals the day and year first above written.

WYCKOFF BOARD OF EDUCATION

ATTEST:

By \_\_\_\_\_

\_\_\_\_\_  
Alan C. Reiffe, Board Secretary

WYCKOFF CUSTODIAL AND  
MAINTENANCE ASSOCIATION

By \_\_\_\_\_

Douglas Habenstreit, President

**SCHEDULE "A"**

**Stipends**

The following stipends will be provided for in this contract for head custodians and maintenance personnel:

	<u>Head Custodian</u>	<u>Maintenance</u>	<u>Longevity</u>
2004/2005	\$2,773	\$3,009	\$1,180
2005/2006	2,867	3,111	1,220
2006/2007	2,965	3,217	1,261

**Salaries**

The Wyckoff Board of Education will provide each member of the bargaining unit with an overall increase of 3.4% for 2004-2005, 3.4% for 2005-2006 and 3.4% for 2006-2007 in their base salary for each year of the contract.

**CDL**

The Wyckoff Board of Education will provide a stipend as listed below for custodial/maintenance personnel who attain a CDL and act as substitute bus driver for twenty hours or more in a school year. Substitute bus driving is for A.M./P.M. pickup/delivery of students and does not include field trips and extra curricular activities.

2004/2005 - \$357.00

2005/2006 - 369.00

2006/2007 - 381.00

The Board of Education will pay for the training and the cost of the license for any custodial/maintenance personnel recommended by the Supervisor of Buildings, Grounds and Transportation for this program.