

AGREEMENT

between the

WESTWOOD BUILDINGS AND GROUNDS ASSOCIATION

and the

BOARD OF EDUCATION OF THE WESTWOOD REGIONAL SCHOOL DISTRICT

COUNTY OF BERGEN, NEW JERSEY

Board of  
Education (Employer)

1982-83

1983-84

1984-85

LIBRARY  
Institute of Management and  
Labor Relations

AUG 5 1982

RUTGERS UNIVERSITY

X July 1, 1982 - June 30, 1985

## RECOGNITION

### UNIT

The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiations concerning terms and conditions of employment for all personnel employed or to be employed by the Board, such personnel being specifically identified as follows: custodians, grounds keepers, maintenance workers.

### DEFINITION OF EMPLOYEE

Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined.

### NEW EMPLOYEES

New employees shall have a probationary period of 3 months before a contract is issued. The services of a new employee may be terminated upon 1 week's notification by either the employer or the employee.

### WORK WEEK

The work week is 40 hours.

### OVERTIME

All authorized overtime shall be paid on a basis of 1.5 times the basic hourly rate with a minimum of 4 hours of work scheduled.

Employees who are authorized to work on Sunday will be paid at a rate of 2.0 times the basic hourly rate.

### HOLIDAYS

There are 12 paid holidays: July 4, Labor Day, Columbus Day, Veterans Day, Thanksgiving, the day following Thanksgiving, Christmas, New Year, Lincoln's Birthday, Washington's Birthday, Good Friday, and Memorial Day.

If July 4, Christmas, New Year, or Lincoln's Birthday falls on a Saturday or Sunday either the adjacent Friday or Monday, respectively, shall be the declared holiday.

In the event that work is required on a paid holiday, an employee shall be paid 2 times his basic hourly rate or shall be given the equivalent in time on a work week day.

To be eligible for a paid holiday, the employee must work the last working day before the holiday and the first working day following the holiday.

### VACATION

Employees for a full year, July 1 of any given year to June 30 of the next year, shall receive a vacation of two weeks (10 working days) during the following July or August unless otherwise arranged. Employees of less than a full year on June 30 shall receive a vacation determined on the basis of one day of vacation for each full month of employment with a maximum of 2 weeks (10 working days).

## VACATIONS (Continued)

Employees shall be entitled to 3 weeks vacation upon completion of 7 years of continuous service as of June 30 of a given school year.

## PERSONAL LEAVE

Written requests for a day of personal leave with pay may be granted when the absence must occur on a working day. Examples: closing of a mortgage, required court attendance, moving etc. Prior approval must be obtained from the Superintendent of Schools.

## BEREAVEMENT LEAVE

In case of death in the immediate family, a maintenance or custodial employee shall receive full salary for not more than five working days. This leave is not deducted from the accumulated sick leave. Immediate family is designated as wife, husband, child, father, mother, brother, sister of the employee. In the case of death of a mother-in-law, or father-in-law, a maintenance or custodial employee shall receive full salary for not more than one working day. This leave is not deducted from the accumulated sick leave.

## GRIEVANCE PROCEDURE

A grievance shall mean a complaint by an employee based upon the interpretation, application or violation of policies, agreements, and administrative decisions affecting them. The term grievance shall not apply to any matter which (1) a method of review is prescribed by State Law or State Board of Education Rule having the force and effect of law, or (2) the Board is without authority to act or (3) a complaint of an employee which arises by reason of the final decision of the Board not to re-employ the employee. As used in this definition the term "employee" shall mean also a group of employees having the same grievance. An employee shall have the right to present a grievance or designate representatives of the Westwood Buildings and Grounds Association or another person of the employee's own choosing to appear with the employee or for the employee at any step in the procedure. A grievance to be considered under this procedure must be initiated by the employee within 30 calendar days of the action or deed which prompted the grievance.

- A. Any custodial or maintenance employee who has a grievance shall discuss it first with the Supervisor of Buildings and Grounds in an attempt to resolve the matter informally at that level.
- B. 1. If, as a result of the discussion, the matter is not resolved to the satisfaction of the custodial employee within 5 school days, the employee shall set forth the employee's complaint in writing to the Principal. The Principal shall communicate his decision to the employee in writing within 3 school days of receipt of the written complaint.
- B. 2. If, as a result of the discussion, the matter is not resolved to the satisfaction of the maintenance or grounds keeper employee, within 5 school days the employee shall set forth the complaint in writing to the Superintendent of Schools. The Superintendent of Schools shall attempt to resolve the matter as quickly as possible but within a period not to exceed 10 school days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the employee and Supervisor of Buildings and Grounds.

## GRIEVANCE PROCEDURE (Continued)

- C. The custodial employee may appeal the Principal's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the Principal or Supervisor, shall confer with the concerned parties and, upon request, with the employee or Principal (Supervisor) separately. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed 10 school days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the employee and the Principal or Supervisor.
- D. Further Appeal
1. If the grievance is not resolved to employee's satisfaction after reaching the Superintendent, the matter may be referred to the local Association for consideration. The Association shall make a determination as soon as possible, but within a period not to exceed 10 school days, notifying the employee in writing of that determination.
  2. If the Association determines that the grievance has or may have merit, it shall recommend that the grievance be heard by the Board.
  3. If the Association determines that the grievance is without merit, it will so advise the employee and a copy of its findings shall be sent to the Principal, the Superintendent, and the Board.
  4. An employee whose grievance has been determined to be without merit by the Association shall retain the right to appeal in writing to the Board.
- E. If the grievance is not resolved to the employee's satisfaction, the employee may request a review by the Board. The request shall be submitted in writing through the Superintendent 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 employee if requested, and render a decision in writing within 30 calendar days.
- F. An appeal from the decision of the Board may be made directly to the Commissioner of Education.

## EMPLOYMENT - FAIR DISMISSAL PROCEDURE

- A. The Board shall provide each employee either a written offer of contract for employment for the next succeeding year or a written notice that such employment shall not be offered. If the employee decides to accept such employment, the employee shall notify the Board of such acceptance in writing within 10 days of the offer of employment.
- B. Any employee who receives a notice that his employment shall be terminated or whose contract not renewed shall be entitled to a review as follows: Joint conference with 1. Supervisor of Buildings and Grounds and Principal (Maintenance and Grounds Keeper employees will meet only with the Supervisor of Buildings and Grounds), 2. Superintendent of Schools, 3. Board of Education.

REDUCTION IN FORCE

Reduction in force and recall will be based on seniority and evaluation.

SALARY

1. An increase of nine and one-half percent (9½%) in base salary for the 1982-83 school year based upon the following formula and upon the recommendation of the Superintendent for satisfactory service:

Employment between 1 day and 1 day less than 4 months - No increase  
 Employment between 4 months and 1 day less than 8 months - ½ increase  
 Employment between 8 months and 12 months - Full increase

2. An increase of nine and one-half (9½%) percent in base salary shall be granted to each employee employed in the 1983-84 school year based upon the above formula and upon the recommendation of the Superintendent for satisfactory service.
3. An increase of nine and one-half (9½%) percent in base salary shall be granted to each employee employed in the 1984-85 school year based upon the above formula and upon recommendation of the Superintendent for satisfactory service.
4. Compensation in addition to the base salary for the employees designated in the special classifications listed shall be:

	<u>1982-83</u>	<u>1983-84</u>	<u>1984-85</u>
Head Grounds Keeper	\$ 767	\$ 840	\$ 920
Head Elementary Building Custodian	767	840	920
Asst. Head High School Building Custodian (Night)	767	840	920
Head Middle School Building Custodian	958	1049	1149

TRAINING STIPEND

Any member of the custodial or maintenance staff who attends a school offering a minimum of 72 hours of class work for the purpose of improvement of job skills directly applicable to the employee's assignment in the Westwood Regional School District shall receive a stipend of \$250 upon completion of this course and upon presentation of a certificate stating that the course has been satisfactorily completed.

All requests for courses shall have prior approval from the Superintendent of Schools.

Black Seal licenses shall be obtained by all employees within two years of employment. Present employees shall obtain a Black Seal license within two years of the inception of this agreement.

A stipend of \$250 shall be paid annually to each employee who holds a Black Seal license. This shall be included in the employee's annual salary.

## FRINGE BENEFITS

In addition to fringe benefits already being received; beginning with the 1982-83 school year, the following benefits will be provided at Board of Education expense to all employees who have successfully completed the probationary period:

Dental Plan #86858 for the employee and dependents  
Prescription Plan #86858 for the employee and dependents  
Vision Plan V21388 - Group #280-8003 for the employee

## DEDUCTIONS FROM SALARY

### A. Association Dues

1. The Board agrees to deduct from the salaries of its employees dues for the Westwood Buildings and Grounds Association, the Bergen County Education Association and the New Jersey Education Association as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, N.J. Public Laws of 1969 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Westwood Buildings and Grounds Association by the 15th of each month following the monthly pay period in which deductions were made.
2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

### B. Agency Fee

#### 1. Purpose of Fee

If an employee 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 to offset the costs of services rendered by the Association as majority representative.

#### 2. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

DEDUCTIONS FROM SALARY (Continued)

3. Deduction and Transmission of Fee

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

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

4. Termination of Employment

If an employee who is required to pay a representation fee terminates his/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 and promptly forward the same to the Association.

5. Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

B. Other deductions

The Board also agrees to deduct from the salary of any employee any of the following authorized by said employee subject to present rules and regulations of the Board of Education:

- a. Washington National Insurance Program
- b. Voluntary Savings Deduction for deposit in the East Bergen Federal Teachers Credit Union

OTHER ITEMS

- A. A job category overtime roster shall be established alphabetically and shall be maintained pursuant to the present rules and regulations.
- B. All association personnel shall report to duty within 2 hours of the employees' starting time of work at times of emergency.

OTHER ITEMS (Continued)

- C. No employee may leave a building or work station while on duty without the permission of an appropriate administrator (Supervisor of Buildings and Grounds, Business Administrator, Principal, or Superintendent.)
- D. The cost of three (3) uniforms shall be deducted from the salary of an employee who leaves employment or is terminated prior to the completion of one year of continuous employment in the district.



AGREEMENT

This agreement shall be effective as of July 1, 1982, and shall continue in effect until June 30, 1985, or until a subsequent successor agreement has been negotiated.

Negotiations for a successor agreement shall begin no later than October 15, 1984, and shall be completed for signature by both parties by December 15, 1984.

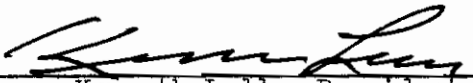
All present policies shall remain in effect except for such additions or changes as included in this agreement.

SIGNATURES OF AUTHORIZED REPRESENTATIVES

In witness of this agreement, the Westwood Custodial and Maintenance Association has caused this agreement to be signed by its Representatives and the Westwood Regional Board of Education has caused this agreement to be signed by its President attested by its Secretary and its corporate seal to be placed hereon, on this 30th day of June, 1982.


WESTWOOD CUSTODIAL & MAINTENANCE ASSOCIATION

WESTWOOD REGIONAL BOARD OF EDUCATION

By   
Kenneth Leddy, President

By   
Dr. Frank Mele, President

By   
Anthony Spinella, Secretary

By   
Martin E. Hughes, Secretary