

AGREEMENT

Between the

WESTWOOD BUILDINGS AND GROUNDS ASSOCIATION

Westwood Regional School District Board of Education and the Board of Education  
BOARD OF EDUCATION OF THE WESTWOOD REGIONAL SCHOOL DISTRICT (Employer)

COUNTY OF BERGEN, NEW JERSEY

1988-89

1989-90

1990-91

X July 1, 1988 - June 30, 1991

## 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, mini-bus drivers.

### 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 - Excluding Mini-bus Drivers

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 a rate of 2.0 times the basic hourly rate.

### HOLIDAYS - Excluding Mini-bus Drivers

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/her 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 - Excluding Mini-bus Drivers

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, an 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, an employee shall receive full salary for not more than one working day.

## GRIEVANCE PROCEDURE

A grievance shall mean a complaint by an employee or the association 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 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 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 grievant within 5 school days, the grievant shall set forth the grievant's complaint in writing to the Principal. The Principal shall communicate his decision to the grievant in writing within 3 school days of receipt of the written complaint.

GRIEVANCE PROCEDURE (Continued)

C. The grievant 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 grievant or Principal (Supervisor) separately. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed no school days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the grievant and the Principal or Supervisor.


D. Further Appeal

If the grievance is not resolved to the grievant's satisfaction, he/she may, within ten (10) school days, 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, holding a hearing with the grievant if requested, and render a decision in writing within twenty (20) school days.

E. a) If the grievant is not satisfied with the disposition of the grievance at the Board level, or if no decision has been rendered within twenty (20) school days after the grievance was delivered to the Board of Education, the grievant may, within ten (10) school days after the decision by the Board of Education or thirty (30) school days after the grievance was delivered to the Board of Education, whichever is sooner, requesting in writing that the Association submit the grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within ten (10) school days after receipt of a request by the grievant.

b) The parties designate Jack Tillem to be the permanent arbitrator for all arbitrations pursuant to the terms of this Agreement.

c) In the event of the unavailability of Mr. Tillem to act in accordance with the provisions of this Agreement, then within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators shall be made to the Public Employment Relations Commission (PERC) by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association.

d) The arbitrator's decision shall be in writing and shall be submitted to the Board and the Association. The arbitration, pursuant to this paragraph, shall be advisory provided, however, in the event the Board of Education shall refuse to accept or implement three (3) awards on different issued  made by the arbitrator pursuant to this contract, then any subsequent arbitration shall be a binding arbitration for the duration of the term of this Agreement. The authority of the arbitrator is limited to the interpretations, application or the compliance with the provisions of this Agreement, and the arbitrator shall have no authority to modify, add to, subtract from, or in any way alter any of the terms of this Agreement, and shall be bound by all applicable New Jersey and Federal Statutes, the Constitutions of the State of New Jersey and of the United States, and all decisions of the Commissioner of Education, the State Board of Education, the Courts of the State of New Jersey and the Federal Courts having jurisdiction over matters arising within the State of New Jersey.

e) The fees and expenses of the arbitrator are the only costs which shall be shared by the Board and the Association and such costs will be shared equally. Any other expenses incurred shall be paid by the party incurring same.

#### 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/her 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; Drivers will meet with the Director of Student Services),  
2. Superintendent of Schools, 3. Board of Education.

#### REDUCTION IN FORCE

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

#### SALARY - Appendices A,B,C

An increase to the next step of the salary guide shall be 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

	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
Head Grounds Keeper	\$ 2,500	\$ 2,500	\$ 2,500
Head Elementary Building Custodian	2,500	2,500	2,500
Asst. Head High School Bldg. Custodian (Night)	2,500	2,500	2,500
Mini-bus Coordinator	2,083	2,083	2,083
Maintenance Personnel	2,000	2,000	2,000
Grounds Personnel	1,000	1,000	1,000

TRAINING STIPEND - Excluding Mini-bus Drivers

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.

ACCUMULATED SICK LEAVE

Effective July 1, 1989, an employee retiring from Westwood after having completed ten (10) years of continuous service in the Westwood Regional School District shall be compensated for the sick leave which he/she has earned in Westwood. The employee shall receive fifty dollars (\$50) for a maximum of one hundred (100) days. Payment for this benefit shall be made sixty (60) days following his/her notice to retire or at retirement whichever date shall be later.

## FRINGE BENEFITS

The following benefits will be provided at Board of Education expense for all employees and dependents who have successfully completed the probationary period:

State Health Plan  
Dental Plan  
Prescription Plan  
Vision Plan

## 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 52:14-15.9c) 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.

### 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.

### C. 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:

1. Washington National Insurance Program
2. Voluntary Savings Deduction for deposit in the East Bergen Federal Teachers Credit Union

### OTHER ITEMS - Excluding Mini-bus Drivers

- 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.
- 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, 1988, and shall continue in effect until June 30, 1991, or until a subsequent successor agreement has been negotiated.

Negotiations for a successor agreement shall begin no later than October 15, 1990, and shall be completed for signature by both parties by December 15, 1990.

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 Buildings and Grounds 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 14th day of June, 1988.

WESTWOOD BUILDINGS AND GROUNDS ASSOCIATION

WESTWOOD REGIONAL BOARD OF EDUCATION

By James Campbell  
James Campbell, President

By Margaret Koesel  
Margaret Koesel, President

By William Albert  
William Albert, Secretary

By Angelo Raimondi  
Angelo Raimondi, Secretary

CUSTODIANS/MAINTENANCE

Steps	Appendix A	Appendix B	Appendix C
	1988-89	1989-90	1990-91
1	18,000	18,400	18,900
2	19,000	19,400	19,872
3	20,000	20,520	20,952
4	21,000	21,600	22,162
5	22,000	22,680	23,328
6	23,000	23,760	24,494
7	24,000	24,840	25,661
8	25,000	25,920	26,827
9		27,000	27,994
10			29,160

DRIVERS

Steps	Appendix A	Appendix B	Appendix C
	1988-89	1989-90	1990-91
1	15,000	15,333	15,570
2	15,833	16,200	16,560
3	16,667	17,100	17,496
4	17,500	18,000	18,468
5	18,333	18,900	19,440
6	19,167	19,800	20,412
7	20,000	20,700	21,384
8	20,833	21,600	22,356
9		22,500	23,328
10			24,300