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Contract no 592

LIBRARY  
SCHOOL OF MANAGEMENT  
OCT 9 1989  
RUTGERS UNIVERSITY

AGREEMENT

By and Between the

RIVER DELL REGIONAL

BOARD OF EDUCATION

and the

BUILDING SERVICE UNIT

of the

RIVER DELL EDUCATION ASSOCIATION  
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Effective July 1, 1989 through June 30, 1991



## AGREEMENT

In consideration of the following mutual covenants, it is hereby agreed by and between the Board of Education of the River Dell Regional School District of New Jersey, hereinafter called the "Board," and the Building Service Unit of the River Dell Education Association, hereinafter called the "Association," subject to ratification by the Board and by the Association, as follows:

### ARTICLE I - RECOGNITION

- 1.1 The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all building service personnel employed by the Board on a ten or twelve month basis, including:

Head Custodians  
Custodians  
Groundsmen  
Maintenance Men  
Head Groundsmen  
Chief Maintenance Mechanic

Exclusions: Supervisor of School Plant Maintenance and Services and such temporary, hourly personnel that may be needed in emergency situations and/or as summer replacements.

### ARTICLE II WORK YEAR

- 2.1 The work year shall be defined as 2,080 hours consisting of 52 weeks at the rate of 40 hours a week.
- 2.2 The work week shall consist of five days at the rate of eight hours a day, exclusive of lunch time. Hours of work day shift - 7 a.m. - 3:30 p.m. with one half hour unpaid lunch; night shift - 3:30 p.m. to 11:30 p.m. with one half hour paid lunch.
- 2.3 Overtime shall be paid at the rate of one and one-half times the regular hourly rate for all time in excess of 40 hours in any one week or all hours worked in excess of eight hours in one day. Overtime worked on Sundays and the 13 holidays shall be paid at double time.
- 2.3a Three hour minimum call back salary to be paid for Saturday, Sunday and holidays at appropriate over time rate.
- 2.4 For purposes of computing overtime, the work week shall start at 12:01 a.m. Monday and end at midnight Sunday.
- 2.5 Snow Closing days shall be paid at the rate of one and one-half times the regular hourly rate.

ARTICLE III - SALARIES

- 3.0 Each employee shall have their salary adjusted by \$450 prior to the percent increase in each of the years covered by this contract.
- 3.1 As of July 1, 1989 the salary of each member of the unit shall be as indicated for that employee on attached "Schedule A - 1989/1990 Salary." The salaries reflect an 8 per cent increase.
- 3.2 As of July 1, 1990, the salary of each member of the unit shall be as indicated for that employee on attached "Schedule A - 1990/1991 Salary." The salaries relect a 8½ per cent increase.
- 3.3 There shall be a total longevity allowance for each qualifying employee, which shall be a total of \$300 in 1989-90 starting with the 15th year of service in the district, and a total of \$500 in each year starting with the 20th year of service in the district, which shall be included in and part of the employee's base salary. The year 1990-1991, the amounts will be \$350 starting with the 15th year of service in the district, and a total of \$550 in each year starting with the 20th year of service in the district.

ARTICLE IV - VACATIONS

- 4.1 Employees in the unit shall be entitled to two weeks paid vacation after the completion of 12 months of service, three weeks paid vacation after completion of 60 months of service and 4 weeks paid vacation after completion of 168 months.

ARTICLE V - HOLIDAYS

- 5.1 The employee covered by the Agreement will be granted thirteen (13) paid holidays, including the following:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Day
Independence Day	Labor Day

The celebration of the five additional holidays will be determined by the Board at the time of the adoption of the school calendar for that school year.

- 5.2 To be eligible for payment of holiday pay, the employee must work the work day preceding the holiday and the work day immediately following the holiday, except for those excused days as defined in this Agreement.

ARTICLE VI - LEAVES OF ABSENCE

6.1 Short Term Leave

A. No Deduction of Pay

i. Personal Illness

- a. Member of the Association employed 12 months full time, shall be entitled to 12 days' absence each year for personal illness only. Illness is defined as absence from post of duty because of personal disability due to illness or injury, other than work incurred illness or injury, or because of exclusion from school by the medical authorities on account of a contagious disease, or being quarantined for such a disease in the immediate household.
- b. All such leave days not taken by members while employed by the River Dell Regional School System may be accumulated without limit, from date of their employment.
- c. Members shall be given a written accounting of their accumulated sick leave days not later than September 15 of each school year.
- d. Emergency Sick Leave. In the event of an extended illness which exhausts all of a member's accumulated sick leave days, the Board shall grant additional emergency sick leave days to be calculated as follows: four (4) times the accumulated sick leave days as of the first day of the current school year.  
  
This emergency sick leave shall not exceed ninety (90) days for a member employed three years or less, nor one hundred eighty (180) days for a member employed more than three years. The use of the paragraph d) shall not affect accumulation in future years.
- e. Payment for these Emergency Sick Leave Days shall be at full salary.
- f. The application for Emergency Sick Leave shall be accompanied by a physician's certificate attesting to the need for such absence. Return to the school system must be requested in writing and accompanied by a physician's certificate attesting to the fitness of the employee to resume his assigned duties. The Board of Education may, whenever it deems advisable, require a physician's statement attesting to the illness of the employee or may direct the school physician to make a physical examination of any employee who is absent because of personal illness.

ii. Death in Immediate Family

For a death in the immediate family, up to five days' absence, as determined by the Superintendent, will be granted. "Immediate family" will include mother, father, brother, sister, son, daughter, wife, husband, mother-in-law, father-in-law, grandparents, and any other relative living with the unit member as a permanent member of the family. Cases of an unusual nature, not covered by this regulation, will be resolved by the Superintendent.

iii. Death of Relative

For the death of a relative outside the immediate family (such as aunt, uncle), one day will be granted.

iv. Personal Business

For personal business, two (2) days each year by application to his immediate supervisor for approval and an assertion by the employee that the reason for the absence is allowable within the definition of the Board Policy Manual, Section V, B 1 and 2, as adopted December 8, 1969.

BOARD POLICY MANUAL REPRINT

Short Term Leave

"Short term leave may be granted under certain circumstances and on such terms and conditions as per the Agreement with the River Dell Education Association.

Typical of the permissible reasons for which leave for personal business may be granted (cf. the Agreement with the R.D.E.A.) are the following:

- a. Court appearance
- b. Personal medical or dental appointment
- c. Birth of his child
- d. Graduation of a member of the immediate family
- e. Closing title on his home
- f. Settle an estate
- g. To take a special examination
- h. Physical examination of Selective Service
- i. Wedding in the immediate family
- j. Major surgery on a member of the immediate family
- k. Moving
- l. Damage to property due to storm, et cetera
- m. Son leaving for overseas military service
- n. Other reasons which the Superintendent considers cogent

Personal days which are not likely to be approved:

- a. Wedding other than in the immediate family
- b. Graduation of other than members of the immediate family
- c. Travel
- d. Entertainment
- e. Vacation
- f. Automobile repairs or inspection
- g. Lack of transportation
- h. Job interviews
- i. Driving son or daughter to "college"

Personal days requested immediately preceding or following a holiday may be taken, provided specific reasons are stated in the application submitted for the personal day and written approval of the supervisor is received."

ARTICLE VII - TERMINAL LEAVE

- 7.1 Two weeks' notice shall be given for termination of employment after twelve (12) months of employment up to the completion of the fifth year of continuous full-time employment.
- 7.2 Upon completion of five (5) years of continuous full-time employment, four (4) weeks' notice shall be given for termination of employment.
- 7.3 At the discretion of the Board, an employee may be given termination pay in lieu of termination notice.
- 7.4 The provisions of this article shall apply only to those members of the unit who have completed one (1) full year in the employ of the River Dell Board of Education.

ARTICLE VIII - HEALTH INSURANCE

- 8.1 A. Health Care - The Board shall provide to all full-time employees the following health care insurance through the New Jersey Public and School Employees Health Benefits Plan:
  1. Blue Cross
  2. Blue Shield
  3. Major Medical
  4. Rider J
- B. Prescription Program - The Board shall provide to all full-time employees and their dependents a prescription program for the term of this contract only, and only in the following manner:
  1. The Board has budgeted, and the parties agree, that the limit of the Board's liability for claims under this prescription program shall in no event exceed the following sums for each year of this two-year contract, less the maximum to be deducted for clerical and administrative costs incurred for administering the program:

1989-1990 \$4,065, less \$245 clerical/administrative cost

1990-1991 \$4,411, less \$266 clerical/administrative cost
  2. Benefits for members who leave the system prior to June 30 of each contract year shall terminate as of date of severance.
  3. If it is distinctly understood and agreed that should claims exceeding the limits set forth in subparagraph 1 above be presented, all approved claims shall be paid on a pro-rate basis out of said amounts, and that approved claims shall be paid by September 20 of each year.

4. This prescription program shall cover drugs and medicines (except vitamins) which under federal or state law may only be dispensed upon a written prescription by a licensed physician for the treatment or prevention of an illness, injury or condition, and if dispensed by a licensed pharmacist or by a legally constituted and operated hospital for an insured building service employee or dependent who is not then a bed patient in that hospital.
5. The prescription program does not cover any charge for a drug and/or medicine expense:
  - a. If the expense is not required in accordance with accepted standards of medical practice;
  - b. To the extent that the charge exceeds the reasonable and customary charge for the particular drug and/or medicine;
  - c. To the extent that such charge is covered by any other insurance under which the member and/or dependent is covered;
  - d. If the expense is not prescribed by a duly licensed doctor in charge of the case;
  - e. If the expense is incurred in connection with care beyond the scope of the license of the person rendering it;
  - f. If the expense is incurred for drugs which do not require a prescription;
  - g. If the expense is incurred for prescription devices such as, but not limited to, contraceptive devices, therapeutic devices, artificial appliances, hypodermic needles, syringes, or similar devices;
  - h. If the expense is incurred in connection with the administration or injection of any drug and/or medicine;
  - i. If the expense is incurred in connection with contraceptive drugs;
  - j. If the expense is incurred in connection with prescriptions dispensed to a member or a dependent while a patient in a hospital, nursing home, or other treatment institution;
  - k. If the expense is incurred for drugs in connection with cosmetic surgery and/or treatment;
  - l. If the expense is incurred in connection with the care of disease where the principal diagnosis is of a psychiatric illness;
  - m. If the expense is incurred in connection with the care of drug addiction or chronic alcoholism.



6. Claims must be made in writing in accordance with instructions from the Board Secretary not later than July 15 of each contract year, signed by the employee; and annexed to said claim must be receipted invoices from the licensed pharmacy setting forth the following information:
  - a. The date purchase of drug was made;
  - b. Name of the patient to whom the drug was prescribed;
  - c. If not the employee, the relationship of the person to the employee;
  - d. The prescription number;
  - e. The name of the pharmacy;
  - f. The name of the doctor signing the prescription;
  - g. The cost of the drug.
7. It is understood and agreed that no claims will be approved and/or paid prior to September 20 of each contract year, to allow the Board time to accumulate all claims and to determine mode of payment of approved claims in accordance with available funds.

C. Dental Plan - The parties agree that commencing with July 1, 1989, the Board will underwrite a dental plan to the extent of \$388 per subscriber. This amount will become \$446 commencing July 1, 1990.

- 8.2 Coverage for items 5.1 A to C shall be for a twelve (12) month period commencing July 1. However, a coverage shall terminate as of the effective date a member leaves the system, unless the member shall leave at the end of the normal school year.

#### ARTICLE IX - MISCELLANEOUS PROVISIONS

- 9.1 Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by receipted copy of hand-delivered letter, by return receipted certified mail, or by telegram to the following addresses:

- A. If by the Association to the Board, to:

c/o Secretary to the Board of Education  
River Dell Regional Board of Education  
River Dell High School  
Pyle Street  
Oradell, New Jersey 07649

B. If by the Board to the Association to:

President . . . . .  
River Dell Education Association  
River Dell Senior High School  
Oradell, New Jersey 07649

- 9.2 This Agreement shall not be modified in whole or in part by the parties, except by an instrument in writing duly executed by both parties.
- 9.3 The Association agrees to refrain from any strikes, boycotts, or work stoppages for the duration of the contract. The Board agrees to uphold the terms and conditions mutually agreed upon in the contract and those procedures mandated by state laws, federal laws, and any other applicable laws.
- 9.4 When a meeting is called by the River Dell Education Association during normal working hours for members covered by this Agreement, one (1) employee from each building will be granted one (1) hour released time to attend the meeting. This provision will apply to one (1) meeting per month.
- 9.5 Any unit staff member who shall voluntarily retire may receive, in addition to all other compensation and/or emoluments to which the said unit staff member may be otherwise entitled, payment for unused accumulated sick days to the rate of \$20.00 a day only subject to and in accordance with the following conditions:
- a. The unit staff member must have completed not less than twenty (20) full years of service with the River Dell Regional Board of Education at the end of the school year at which the voluntary retirement shall commence, and
  - b. The unit staff member must have completed a full year of service in and during or following the twentieth year of continuous service with the River Dell Regional Board of Education and the retirement must commence no earlier than the regular and routine end of a full school year; any unit staff member that retires and/or leaves prior to the regular and routine end of the school year, notwithstanding the achievement of twenty years of service shall not, under any circumstances whatsoever, be eligible to apply for or receive the benefit provided for in this Article 9.5, and

- c. The unit staff member must inform the River Dell Regional Board of Education in writing on or before December 1 in any school year of his or her intention to retire from service at the end of that school year the following June; any unit staff member who fails to inform the Board of Education in writing of his/her intention to so retire on or before December 1 shall not be eligible to apply for or receive the benefits provided by this Article 9.5; notwithstanding the intention of the preceding language in this Paragraph "c", if an emergency situation arises, any member who finds that he/she must retire and leave in June due to circumstances beyond his/her control, but which member has failed to so notify the Board of Education on or before the December 1st deadline, said member may appeal to the Board of Education for a waiver of this condition contained in Paragraph "c"; the Board may but shall not be required, to grant such a waiver if, in its sole, absolute and exclusive discretion, the Board finds that the circumstances presented by the member justify the granting of a waiver. The Board's decision shall be final, binding and conclusive upon all of the parties and shall not be grievable under and in accordance with the contractual grievance procedure, and
- d. The unit staff member must have accumulated not less than fifty (50) unused sick days at the time of the commencement of his/her retirement; any staff member having less than fifty (50) unused accumulated sick days at the time of the commencement of his/her retirement shall forfeit compensation for the same upon his/her retirement, and
- e. Notwithstanding anything herein to the contrary, the benefit herein provided shall be and is strictly limited to compensation at the aforementioned daily rate (\$20.00) for one-half of a unit staff member's accumulated unused sick days not exceeding two hundred thereof and in any event such benefit shall never exceed the sum of Two Thousand and 00/100 (\$2,000.00) Dollars.

9.6 Each building staff member, employed for one year or more, shall receive an annual allowance of \$125 to purchase work related clothing such as work shoes, outdoor work jackets, hats, gloves, and thermal wear.

The appropriateness of the clothing items purchased shall be approved by the school business administrator.

#### ARTICLE X - GRIEVANCE PROCEDURE

##### 10.1 DEFINITION

A grievance shall mean a complaint of a personal loss or by an employee: that (1) There has been as to him a violation, misinterpretation, or inequitable application of any of the provisions of the Agreement, or (2) He has been treated unfairly or inequitably by reason of any act or condition which is contrary to established Board policy or administrative decision governing or affecting employees.

The term "grievance" shall not apply to any matter (a) which is a complaint of a probationary employee arising by reason of his not being reemployed, or (b) which is a complaint by any noncertified personnel occasioned by appointment to or lack of appointment to, retention in or lack of retention in any position for which tenure is not required, except as provided in Article XI - Custodial Dismissal Hearing, or (c) a matter affecting an employee arising by the reason of the application of any rule or regulation of the State Commissioner of Education. A grievance to be considered under this procedure must be initiated by the employee within thirty calendar days from the time when the employee knew or should have known of its occurrence. As used in this definition, the term "employee" shall mean also a group of employees having the same grievance.

## 10.2 PURPOSE

Any individual employee or group shall have the right to present a grievance affecting him. With respect to his personal grievance, he shall be assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his grievance. He shall have the right to present his own grievance or to request a representative, and the Association shall appoint the representative. The employee has a right to have a representative appear with him commencing with Level Two and all subsequent levels of the Grievance Procedure

### A. Level One:

Any employee who has a grievance shall discuss it first with his immediate supervisor in an attempt to resolve the matter on an informal basis.

### B. Level Two:

If, as a result of the informal discussion with the supervisor, the matter is not resolved to the satisfaction of the employee within seven school days, he shall set forth his complaint in writing to the Board Secretary, stating:

- i. The nature of the grievance.
- ii. The nature and extent of the loss, injury, or inconvenience,
- iii. The results of previous discussions,
- iv. The dissatisfaction with decisions previously rendered.

The Board Secretary shall communicate his decision to the employee and to the Association in writing within seven school days of receipt of the written complaint.

C. Level Three:

The employee may appeal the Board Secretary's decision to the Superintendent of Schools within seven days. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. Upon request by the employee, the Superintendent shall have a conference with the employee and his representative, if any. The Superintendent shall attempt to resolve the matter as quickly as possible, but within a period not to exceed seven school days. The Superintendent shall communicate his decision in writing to the individual and to the Association.

D. Level Four:

If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board within seven working days. 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 employee if requested by the employee, and render a decision in writing, setting forth its reasons to the employee and the Association within fourteen calendar days.

- 10.4 Failure at any step of this procedure to communicate the decision on a grievance within the specified time limits shall permit the aggrieved employee to proceed 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 acceptance of the decision rendered at that step. However, either party may request one extension of ten days at levels Two and Three, and if either party requests it, it shall be granted.
- 10.5 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.
- 10.6 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.
- 10.7 In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, or if it is filed after the end of the school year, then the time limits shall be established by counting the weekdays following the end of the school year as school days.

ARTICLE XI - CUSTODIAL DISMISSAL HEARING

- 11.1 In the event of discharge only, of any building service employee, and if the employee is not satisfied with the disposition of his dismissal grievance at Level Four, the Association may request of the Board that his grievance be submitted to arbitration not later than fifteen (15) school days after receipt of the decision by the Board.
- 11.2 Within ten (10) school days after such request for arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator. If the parties are unable to agree upon an arbitrator, they shall jointly request the American Arbitration Association to appoint an arbitrator.
- 11.3 The arbitrator shall confer with the representative of the Board of the Association and shall proceed with a hearing and submit a written report in the shortest possible time setting forth his findings of fact, reasoning, and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be advisory only to the Board and the Association.
- 11.4 The costs for the services of the arbitrator including per diem expenses and cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
- 11.5 If the arbitrator subpoenas an employee to attend the arbitration proceeding as a witness, this employee shall not suffer loss of pay.
- 11.6 The provisions of this article shall apply only to those members of the unit who have completed one (1) full year in the employ of the River Dell Board of Education.

AGREEMENT

By and Between the

RIVER DELL REGIONAL BOARD OF EDUCATION

and the

BUILDING SERVICE UNIT

of the

RIVER DELL EDUCATION ASSOCIATION

ARTICLE XII - DURATION OF AGREEMENT

12.1 The provisions of this Agreement shall be effective July 1, 1989, except as herein provided, and shall continue and remain in full force and effect to and including June 30, 1991, when it shall expire, unless an extension is agreed to by both parties and expressed in writing prior to such date.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents and attested by their respective secretaries on the 10th day of April, 1989.

RIVER DELL EDUCATION ASSOCIATION

By: /s/ J..Edward.Hamberg . . . . .  
President

Attested:  
...../s/ Priscilla L. Watson.....  
Secretary

RIVER DELL REGIONAL BOARD OF EDUCATION

By: /s/ Rita.L. Fox . . . . .  
President

Attested  
..../s/.David.Montroni.....  
Secretary

AGREEMENT  
 By and Between the  
 RIVER DELL REGIONAL BOARD OF EDUCATION  
 and the  
 BUILDING SERVICE UNIT OF THE RIVER DELL EDUCATION ASSOCIATION  
 Effective July 1, 89 through June 30, 1991  
SCHEDULE A

<u>Account 610 - Custodians and Grounds Personnel</u>	<u>1989-1990</u>	<u>1990-1991</u>
<u>Senior High</u>		
Cebulski, Edward, Head Custodian	\$30,239	\$33,297
Mariani, Robert, Day Shift	24,443	27,358
Blondek, Anna, Day Shift	18,831	20,920
Piranian, Arthur, 2nd Shift	29,698	32,718
Roberts, Harold, 2nd Shift	17,148	19,094
Zierer, Albert, 2nd Shift	17,148	19,094
O'Brien, John, 2nd Shift (50%)	14,005	15,440
	<u>151,512</u>	<u>167,921</u>
 <u>Junior High</u>		
Schonfeld, Victor, Head Custodian	24,679	27,265
Ocken, Jan	18,831	20,920
Drakeford, Ralph	17,148	19,094
Engleman, Anton, 2nd Shift	23,842	26,707
Nuber, Jeff	22,014	24,373
Royackers, Ann	16,686	18,593
Monahan, Jay (2nd Shift)	16,686	18,593
O'Connor, Kevin (2nd Shift)	16,686	18,593
	<u>156,572</u>	<u>174,138</u>
 <u>Grounds</u>		
Tuscano, Tony	16,686	18,593
Higgins, Kevin	16,686	18,593
Total 610	<u>33,372</u>	<u>37,186</u>
 <u>Account 710 - Maintenance Personnel</u>		
Kanawati, Bill	30,239	33,297
Hooch, Joseph	26,551	29,296
Koenen, Mike	25,679	28,350
Total 710	<u>82,469</u>	<u>90,943</u>

SCHEDULE B  
BUILDING SERVICE MINIMUMS

	<u>1989-1990</u>	<u>1990-1991</u>
Head Custodian	19,000	19,000
Custodian	15,000	15,000
Groundsman	15,000	15,000
Maintenance	17,000	17,000
Chief Maintenance Mechanic	19,000	19,000
Head Groundsman	18,000	18,000





