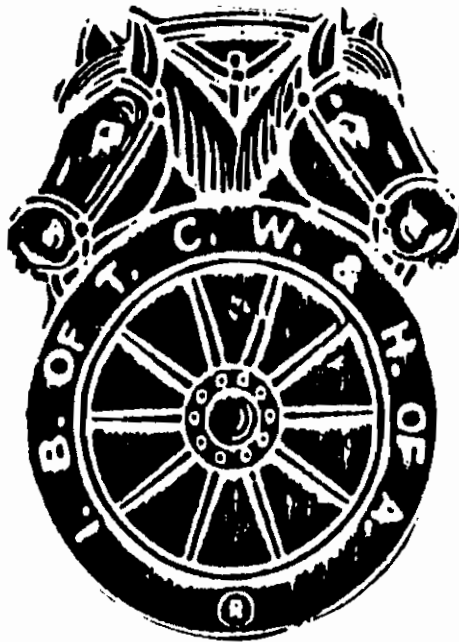


AGREEMENT BETWEEN

THE BOARD OF EDUCATION OF THE BOROUGH OF NORWOOD
COUNTY OF BERGEN, STATE OF NEW JERSEY

AND



MAILED 08/15/93

LOCAL NO. 418, PRODUCTION, MAINTENANCE AND ALLIED
WORKERS, a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS,
CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

X JULY 1, 1990 THROUGH JUNE 30, 1993

INDEX

Article I	RECOGNITION	1
Article II	SALARIES	2 and Attachment 1
Article III	DAY WORK WEEK AND OVERTIME	3
Article IV	SICK LEAVE	4
Article V	PERSONAL LEAVE	5
Article VI	GENERAL PROVISIONS	6
Article VII	SEVERABILITY	6
Article VIII	INSURANCE	7
Article IX	UNIFORMS	8
Article X	HOLIDAYS	8
Article XI	VACATIONS	9
Article XII	JURY DUTY	9
Article XIII	BLACK SEAL BOILER LICENSES	10
Article XIV	CHECKOFF	10
Article XV	POSTING VACANCIES	11
Article XVI	SENIORITY	12
Article XVII	SHOP STEWARD	13
Article XVIII	GRIEVANCE PROCEDURE	13
Article XIX	DURATION	18
Custodians' Salary Guide		Attachment 1

PREAMBLE

This Agreement entered into this 1st day of July, 1990, by and between the Board of Education of the Borough of Norwood, County of Bergen, State of New Jersey, hereinafter referred to as the "Board," and Local 418, Production, Maintenance and Allied Workers, a/w International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, hereinafter referred to as the "Union".

ARTICLE I

RECOGNITION

The Board hereby recognizes the Union as the exclusive representative for collective negotiations for all regular Custodial and Maintenance Employees employed by the Board, excluding Managerial Executives, Confidential Employees, Professional Employees, Craft Employees, Police and Supervisors within the meaning of the Act, and all other employees of the Board.

ARTICLE II

SALARIES

- A. Salaries for the 1990-91 school year, commencing July 1, 1990 to be determined by the adopted salary guide. See attachment #1.
- B. Salaries for the 1991-92 school year, commencing July 1, 1991 to be determined by the adopted salary guide. See attachment #1.
- C. Salaries for the 1992-93 school year, commencing July 1, 1992 to be determined by the adopted salary guide. See attachment #1.
- D. In addition to the base annual salaries, as described in Paragraphs A through C above, employees who are appointed as "lead night persons" shall be entitled to a premium of five (5%) percent additional over the base hourly rate.
- E. Night Shift premium additional five (5%) percent, starting work after 3:00 P.M.
- F. Initial placement on the salary guide shall result from an evaluation of the experience and knowledge of the new employee as determined by the Board of Education.
- G. Longevity will be added in 1990-91 through 1992-93 as follows:
 - \$200.00 beginning with the eighth year
 - \$500.00 beginning with the tenth year
 - \$700.00 beginning with the sixteenth year
- H. Maintenance - Salary for 1990-91 through 1992-93 school years, to be determined by salary guide dated June 28, 1990. See attachment #1.

ARTICLE III

DAY WORK WEEK AND OVERTIME

- A. The normal work week for a full time employee shall consist of forty (40) hours per week on the basis of eight (8) hours per day Monday through Friday.
- B. Part-time personnel shall work a schedule as established by the Board.
- C. Employees shall receive overtime at time and one-half the regular rate for all work over forty (40) hours per week.
- D. In the following instances all custodians shall receive a minimum of three (3) hours of work or pay in lieu thereof:
 - 1. In the case of an employee who is called back to work due to an emergency or an act of God, the rate of pay will be one and one-half (1 1/2) the regular rate of pay.
 - 2. On Saturdays the rate of pay will be one and one-half (1 1/2) the regular rate.
 - 3. All scheduled work on Sundays will be paid double the regular rate of pay.
 - 4. On the sixth consecutive day of work the rate of pay will be one and one-half (1 1/2) the regular rate of pay.
 - 5. Scheduled work on the seventh day will be compensated at double the regular rate of pay.
 - 6. Boiler and building checks done at the request of the Supervisor of Building & Grounds will be compensated at one and one-half (1 1/2) the regular rate of pay.
 - 7. Employees who work on a holiday shall receive a minimum of three (3) hours work or pay in lieu thereof at the applicable premium rate.

NEWLY HIRED CUSTODIANS

- A. Their work week can be changed upon their 6th month anniversary date of hire, so that work performed on Saturdays and/or Sundays will not be considered overtime as stated above.
- B. All work performed on 6th day shall be considered as overtime and shall be paid at time and one-half the straight time hourly rate of pay.
- C. All scheduled work on 7th day will be paid at double time the hourly rate of pay for only those hours worked.

ARTICLE IV

SICK LEAVE

- A. Employees shall be entitled to twelve (12) sick leave days each school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- B. A list of accumulated sick leave of each employee covered by this Agreement shall be forwarded by the Board Secretary to the said employee by September of each school year.
- C. Upon retirement, employees will be entitled to twenty-five (\$25.00) a day for each unused sick day they accumulate up to \$875.00 limit after 10 years of continuous service.

ARTICLE V

PERSONAL LEAVE

- A. Employees shall be entitled to the following temporary non-accumulative leave of absences with pay each school year:
1. Four (4) days leave of absence for legal, business, household or family matters which require absence during school hours. Written application to the Administrative Principal for said leave shall be made before said leave is considered (except in case of emergency) and the applicant for such leave shall be required to state the reason for taking such leave.
 2. Other leaves of absence with pay may be granted by the Board in its sole and absolute discretion for good reason. The decision of the Board of Education shall be final and conclusive upon the parties hereto and the employee.
 3. Leave granted under the above sections shall be in addition to sick leave to which the employee is entitled, as set forth in this Agreement.
 4. Bereavement - Shall be four (4) for each death in the immediate family, spouse, child, father, mother, sister, brother, grandparents, grandchildren, father-in-law, mother-in-law, son-in-law, daughter-in-law, sister-in-law, brother-in-law, stepparents, stepchildren or other persons permanently residing in household.

ARTICLE VI

GENERAL PROVISIONS

- A. There shall be no reprisals of any kind taken against any employee by reasons of his or her membership in the Union.
- B. The Union agrees to take no action that will demean the process or will be contrary to the laws of the State of New Jersey pertaining to strikes, work stoppage or sanction or to take any other collective action to disable or impede the Board in the discharge of its statutory duties, and agrees that such action would constitute a material breach of this Agreement.

ARTICLE VII

SEVERABILITY

- A. If any provision of this Agreement is held to be invalid by operation of law, or by a Court or other Tribunal of competent jurisdiction, such provisions shall be inoperative, but all other provisions shall not be effected thereby, and shall continue in full force and effect.
- B. Notwithstanding paragraph A above, should the salary provisions relating to the first, second and third year of this Agreement be declared invalid, in accordance with paragraph A above, then in that event, those clauses may be renegotiated at the option of either party. It is the understanding of the parties that this clause is not to be used by the Union as a method of obtaining more than the agreed upon percentage figures as mentioned in the Salary Article of this Agreement.

ARTICLE VIII

INSURANCE

- A. The Board will pay the full premium for each employee under the New Jersey State Health Benefit Plan for the following:
- Blue Cross/Blue Shield
 - Rider J
 - Major Medical
- B. The Board will, upon written request of the employee, also pay the full premium for the employee's immediate family for the above mentioned insurance protection, provided that the Board's insurance carrier and the employee's insurance carrier are not the same company; in which event the premium for the employee's family will not be paid by the Board. The employee shall furnish the Board with an affidavit to this effect with his or her request for coverage.
- C. Employees are responsible for providing the Board Secretary with required forms and data within the ten (10) working days of their effective starting date of employment.
- D. The Board shall provide a full family dental plan and a full family prescription plan for each member of the bargaining unit. In no event, however, shall the Board expend more than \$6,545.00 for coverage during the 1990-91 contract year or \$7,199.00 for the 1991-92 contract year or \$7,918.00 for the 1992-93 contract year for these additional coverages. (It is specifically understood that these figures represent the maximum expense for both coverages).
- E. All insurance coverages shall be available only to full-time employees which are hereby defined to mean those employees working twenty (20) or more hours a week.

ARTICLE IX

UNIFORMS

- A. Four (4) uniforms and belts shall be provided to each employee at the Board's expense each year.
- B. There shall be two (2) pair of snowmobile boots on the premises to be available for employee use. It is understood that the Board's obligation with respect to snowmobile boots shall be to provide the boots for the use of any employee on duty and shall not be construed to mean two (2) pair of boots for each employee.
- C. The Board will provide a winter-weight jacket allowance and/or safety shoe allowance of \$150.00 for the duration of this contract. The safety shoes and jackets shall be approved by the Supervisor of Building and Grounds. Employees who are new to the district are eligible for reimbursement ninety (90) days after employment upon documentation of paid receipt dated after employment begins.

ARTICLE X

HOLIDAYS

- A. Employees shall be entitled to fourteen (14) paid holidays per year. These holidays shall be posted by the Chief School Administrator at the beginning of each school year.
- B. For any reasons school should be held on one (1) or more of the posted holidays, the employee concerned will report for work as usual. For any time worked on a posted holiday, the employee will be paid double time for the hours worked in addition to the paid holiday.
- C. In addition, each custodian is entitled to his birthday off.

ARTICLE XI

VACATIONS

- A. Vacations for full time employees shall be based on employment as of July 1st of each year. Employment for six (6) months, but less than one (1) year, earns one (1) week vacation; employment for one (1) year, but less than four (4) years, earns two (2) weeks vacation; employment for four (4) years or more earns three (3) weeks vacation. Vacations will be taken after consultation with the Chief School Administrator and Supervisor of Building and Grounds.
- B. Vacation scheduled will not be restricted during July and August and shall be so staggered that the school will have one (1) custodian in attendance.
- C. Custodians may not schedule more than two (2) weeks during the summertime.
- D. Earned vacation will be paid at a pro-rata basis, based on the following formula: number of complete half months worked in current year, divided by twenty four (24) times the annual earned vacation pay.

ARTICLE XII

JURY DUTY

Employees called for jury duty service will receive their regular pay provided they turn over their jury duty check to the School.

Regular pay will be limited to a maximum two week jury service.

ARTICLE XIII

BLACK SEAL BOILER LICENSES

- A. The Board agrees to pay \$250.00 per year to each employee who holds a Black Seal Boiler License.
- B. The Board reserves the right to limit to five (5) employees to hold a license at any one time.
- C. The Board will pay the total fee for renewals of license.
- D. On December 1st of each year of this contract, the Supervisor of Building and Grounds will provide the Board Office with a list of those employees who have provided proof of holding a Black Seal Boiler License as of that date.
- E. The Board will pay up to \$90.00 in tuition reimbursement for schooling for boiler license of new employees, provided satisfactorily completed and upon documentation of paid receipt.

ARTICLE XIV

CHECKOFF

- A. Subject to the provisions of Section 102(c) of the Labor-Management Relations Act and provided that the Board has received from each employee, on whose account such deductions are made, a written assignment, the Board shall deduct periodically, as stated in such authorization, from the wages of each such employee, the membership dues (including initiation fees) in the Union of such employee, and shall remit the same to an authorized officer of the Union, together with an itemized list. Such remittance shall be made, in case of weekly deduction, not later than ten (10) days after such deductions are made.
- B. The Union agrees to indemnify, defend and hold and save the Board harmless from any causes of action, demand, claim suit, loss, damages or any other liability that shall arise out of or by reason of action taken under this clause.
- C. If the rate of dues should change, the Union shall provide the Board with ninety (90) days advance notice of such change.

- D. All deductions under the Article shall be subject to Chapter 233, N.J. Public Laws of 1969, N.J.S.A. (R.S.) 52:14-15.9(e).
- E. Assignees shall have no right or interest whatsoever in any money authorized withheld until such money is actually paid over to them. The Board or any of its officers and employees shall not be liable for any delay in carrying out such deductions by mail to the assignees' last known address. The Board and its officers and employees shall be released from all liability to the employee-assignors and to the assignees under such assignments.

ARTICLE XV

POSTING VACANCIES

- A. All new and vacant positions covered by this Agreement shall be posted on the bulletin board for a period of three (3) days. Employees applying for such vacancies shall make a request in writing to the Chief School Administrator.
- B. Employees covered by this agreement shall be given priority in applying for job openings covered under this Agreement, provided that such employees are, in the sole discretion of the board, qualified.
- C. If two (2) or more equally qualified employees apply for such position or promotion, seniority will be considered along with qualifications in determining which employee shall be selected to fill the position, before any new employee is hired. The Board reserves the right, in its sole discretion, to select the most qualified candidate to fill the position.
- D. Applicants may apply for positions only during the posting period.
- E. If promoted, an employee shall serve in the new capacity for a probationary period of thirty (30) days.

ARTICLE XVI

SENIORITY

- A. It is hereby agreed that the parties hereto recognize and accept the principle of seniority in all cases of lay-offs and recalls. In all cases, however, ability to perform work in a satisfactory manner and qualifications will be the most significant factor to be considered in designating the employee to be affected.
- B. The seniority of an employee is defined as the length of continuous service as a Board employee dating back to his last date of hire.
- C. In the event of lay-offs and re-hiring, the last person hired shall be the first one to be laid off, and the last person laid off shall be the first to be recalled in accordance with this seniority, provided, in the sole judgement of the Board, all employees considered have performance and qualifications in all areas equal. If performance and qualifications are not equal, the Board shall have the right to lay-offs according to performance and qualifications.
- D. Once per year, the Board shall prepare and forward to the Union a seniority list of employees by length of service with the Board.
- E. Notice of recall shall be sent to the employee by certified mail or telegram to the employee's last address of Board record. Recall notice shall not require return to work earlier than two (2) weeks from the date of notice.

ARTICLE XVII

SHOP STEWARD

The Employer recognizes the right of the Union to designate shop stewards and alternates.

The authority of shop stewards and alternates so designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

1. The investigation and presentation of grievances in accordance with the provisions of the collective bargaining agreement.
2. The transmission of such messages and information which shall originate with, and are authorized by the Local Union or its officers, provided such messages and information have been reduced to writing or if not reduced to writing, are of a routine nature and do not involve work stoppages, slow downs, refusal to handle goods, or any other interference with the Employer's business.

The Employer recognizes these limitations upon the authority of the shop stewards and their alternates, and shall not hold the Union liable for any unauthorized acts.

ARTICLE XVIII

GRIEVANCE PROCEDURE

A. DEFINITION

1. A grievance is a claim based upon an event or condition which affects the welfare and/or terms and conditions of employment of an employee or group of employees and/or the interpretation, meaning or application of any of the provisions of this contract. However, the term "grievance" shall not apply to (a) any claim for which a manner or review is prescribed by law; or (b) any rule or regulation of the State Department of Education or Commissioner of Education.

2. Any "aggrieved person" is the person or persons or Union making the claim.
3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

B. PURPOSE

1. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting the welfare or terms and conditions of employment of employees. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.
2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with the appropriate member of the administration, and having the grievance adjusted without intervention of the Union, provided the adjustment is not inconsistent with the terms of this Agreement.

C. PROCEDURE

1. 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.
2. LEVEL I A grievance must be discussed with the immediate superior within fifteen (15) school days of its occurrence or it shall be considered waived.

LEVEL II If the aggrieved person is not satisfied with the disposition of his grievance at Level I, a grievance may be filed with the Chief School Administrator within five (5) school days after the decision is made at Level I. The Chief School Administrator shall render a written decision within ten (10) school days after receiving the written grievance.

LEVEL III If the aggrieved person is not satisfied with the disposition of his grievance at Level II, a grievance may be filed with the Board of Education within five (5) school days after the Chief School Administrator's decision. The Board of Education shall make a written decision of the grievance within one (1) calendar month after receipt of the grievance.

LEVEL IV If the aggrieved person is not satisfied with the disposition of his grievance at Level III, he shall have the right to request advisory arbitration. A written request for advisory arbitration shall be filed with the Board of Education no later than twenty (20) days following the Board of Education's decision. Failure to file within said time period shall constitute a bar to such advisory arbitration, unless the aggrieved person and the Board of Education shall mutually agree upon a longer time within which to assert a request for advisory arbitration. The advisory board agreed by the Board and the Union shall be Public Employee Relation Committee (PERC).

The Board of Education and the aggrieved will each nominate one (1) advisor. A third member, who shall be the chairman, shall be selected by the advisors named by the Board of Education and the aggrieved party.

The authority of the advisory board shall be advisory only and shall be limited solely to the interpretation of the agreement to which this procedure is annexed and shall have no authority to add to, subtract from, or modify any of said provisions, nor shall the advisory board have the authority to substitute its judgement as to the degree of discipline.

The advisory board, so selected, shall confer with the Board of Education and the aggrieved person and hold private hearings promptly. The advisory board shall issue their decision in writing to the Board of Education and the aggrieved person within thirty (30) days from the date of the closing of the hearings, or, if oral hearings have been waived by the Board of Education and the aggrieved person, then from the date of the final statements and proofs are submitted to them. The Board of Education will meet as a whole and review the facts and conclusion presented by the advisory board within thirty (30) days. Within ten (10) days of this review, the aggrieved person will be notified in writing of the Board of Education's conclusions.

D. COSTS

The costs for the services of the advisor, including per diem expenses, if any, and actual and necessary travel, and subsistence expenses, shall be borne equally by the Board and the Union. Any other expenses incurred shall be paid by the party incurring the same.

E. REPRESENTATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, a representative selected or approved by the Union. When an employee is not represented by the Union, the Union shall have the right to be present and to state its views at all stages of the grievance procedure. Such procedure concerning representation shall not apply at Level I.

F. REPRISALS

No action of any kind shall be taken by the Board or by any member of the administration against any party in interest, any building representative, any member of the Union, or any other participant, in the grievance procedure by reason of such participation.

G. GROUP GRIEVANCE

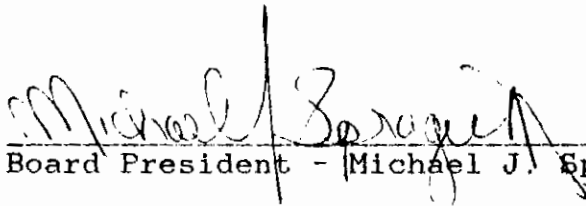
If, in the judgement of the Union, a grievance affects a group or class of employees, the Union may submit such grievance in writing to the Chief School Administrator directly and the processing of such grievance shall be commenced at Level II. The Union may process such grievance through all levels of the grievance procedure.

- H. 1. All unsatisfactory decisions rendered to the aggrieved person at Levels II, III, and IV, shall be in writing, setting forth the decision and the reason or reasons therefore, and shall be transmitted promptly to all parties in interest and to the Union.
2. All meetings and hearings under this procedure shall not take place during the school day and shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.

ARTICLE XIX

DURATION

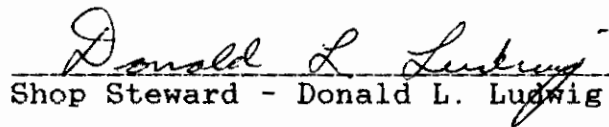
- A. This Agreement shall be effective as of July 1, 1990 and shall continue in effect until June 30, 1993.
- B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers on this 19th day of November 1990.


Board President - Michael J. Sprague


President - Joseph C. Tarantino


Board Secretary - Mary Kelly


Sec.-Treas. - Alfred Pascalella, Jr.


Shop Steward - Donald L. Ludwig

June 28, 1990

Norwood Board of Education Counter Proposals for Custodial Contracts

Custodial Salary Guide

	90-91	91-92	92-93
1.	17,773	19,461	21,096
	600	615	630
2.	18,373	20,076	21,726
	600	615	630
3.	18,973	20,691	22,356
	600	615	630
4.	19,573	21,306	22,986
	600	615	645
5.	20,173	21,921	23,631
	615	630	645
6.	20,788	22,551	24,276
	615	630	645
7.	21,403	23,181	24,921
	615	630	645
8.	22,018	23,811	25,566

Longevity

- \$200. beginning with eighth year
- \$500. beginning with tenth year
- \$700. beginning with sixteenth year

Maintenance Position Salary Guide

	90-91	91-92	92-93
1.	19,875	21,763	23,591
	620	620	620
2.	20,495	22,383	24,211
	620	620	620
3.	21,115	23,003	24,831
	620	620	620
4.	21,735	23,623	25,451
	620	620	620
5.	22,355	24,243	26,071
	640	640	640
6.	22,995	24,883	26,711
	640	640	640
7.	23,625	25,523	27,351
	640	640	640
8.	24,275	26,163	27,991

Longevity

- \$200. beginning with eighth year
- \$500. beginning with tenth year
- \$700. beginning with sixteenth year