

A G R E E M E N T

between the

WESTFIELD SUPPORTIVE STAFF ASSOCIATION

and the

BOARD OF EDUCATION OF WESTFIELD

County of Union, New Jersey

July 1, 2004 - June 30, 2007

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PREAMBLE

This Agreement is entered into this 1st day of July, 2004, between the Board of Education of the Town of Westfield County of Union, State of New Jersey, hereinafter sometimes referred to as the "Board," and the Westfield Supportive Staff Association, hereinafter referred to as the "Association."

WHEREAS, the Board and the Association have entered into negotiations in accordance with the provisions of Employer Employee Relations Act, Chapter 123, Public Laws of 1974 (N.J.S.A. 34:13A-1 et seq.) as amended:

NOW THEREFORE, it is agreed as follows:

ARTICLE I - RECOGNITION

The Board recognized the Association as the majority representative and as exclusive and sole representative for collective negotiations concerning terms and conditions of employment for the following classifications:

Custodians (Day and Night)
Mechanic's Helpers
Mechanics
Groundskeepers
*Part -time Employees (20 hours or more)

*New Employees must work 30 hours or more per week to be eligible for health benefits.

Excluded from this unit are the following:

Supervisor of Buildings and Grounds
Temporary Help (who work less than 90 days and are not required to become members of PERS)
All other employees not under contract

ARTICLE II - DEDUCTION FROM SALARY

The Board agrees to deduct from the salaries of its employees' dues for the Association, the Union 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 NJ. Public Laws of 1969 (N.J.S.A. 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 Association by the fifteenth (15th) of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.

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.

ARTICLE III - ASSOCIATION REPRESENTATIVE

- A. The Board agrees to recognize the association President and one (1) Association Representative in each building. The Association Representative for the building and/or the President of the Association or his/her designee shall be released from his/her job assignment to attend grievance hearings as outlined in the Grievance Procedure.
- B. Any employee who is a member of the Association's negotiating team shall be released from his/her duties to attend negotiating sessions with no loss of pay, providing such individual's work is satisfactorily completed in advance of negotiations.
- C. The Board agrees to make available to the Association all items of public information, which it may from time to time request.
- D. The Association may have the use of the school buildings for meetings to be held at reasonable hours upon proper application.
- E. The Association shall have the privilege of using interschool mail facilities and school mailboxes for Association business.
- F. The rights and privileges of the Association and its representative as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees and no other employee organizations.
- G. Whenever any employee is required to appear before the Board or any committee thereof concerning any matter of discipline which could adversely affect: 1) the continuation of that employee in his/her office, position or employment; 2) or that employee's salary or increments pertaining thereto, then he/she shall be given prior written notice of the reasons for such meeting and shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such a meeting.
- H. Nothing in this agreement shall be construed to deny or restrict any employee such rights as he/she may have under New Jersey Statutes or regulations of the Commissioner of Education or applicable laws and regulations.
- I. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.
- J. An employee shall have the right, upon request, to review the contents of his/her personnel file and to receive copies at the employees expense to any documents contained therein. An employee shall be entitled to have a Representative(s) of the Association accompany him/her during such review.
- K. The Association shall have, in each school building, the exclusive use of a bulletin board. Copies of all materials to be posted on such bulletin board shall be given to the building principal, but no approval shall be required. All material placed on these bulletin boards shall either be signed or bear the Association's monogram.

- L. The Board shall provide the Association President with a lockable two-drawer filing cabinet for Association use. The cabinet shall be placed in a convenient area of the building where the President works.
- M. No material derogatory to an employee's conduct, service, character, or personality shall be placed in a personnel file unless the employee has had an opportunity to review the material and affix his/her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to such material, and said answer shall be attached to the file copy. If the employee refuses to sign the document, the document will be placed in the personnel file with a note indicating refusal of signature. The refusal will be witnessed by an officer of the Association.

ARTICLE IV - GRIEVANCE PROCEDURE

A. Definition

1. Grievance

A "Grievance" is a claim by an employee or the Association based upon the interpretation, application or violation of this Agreement, policies or administrative decisions affecting the terms and conditions of employment of an employee or a group of employees.

2. Aggrieved Person

An "Aggrieved Person" is the Person or Persons or the Association making the claim.

3. Party In Interest

A "Party in Interest" is the person or persons making the claim and any person, including the association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Purposes

The purpose of this procedure is to secure, at the lowest possible level, resolution of grievances which may from time to time arise affecting the 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.

C. Procedure

1. Time Limits

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. Year End Grievances

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, and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest,

the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the work year or as soon thereafter as is practicable.

3. **Level One - Principal or Immediate Supervisor**

An employee with a grievance shall, within thirty (30) working days of the occurrence of event bring rise to the grievance, first discuss it with his/her principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

4. **Level Two – School Business Administrator**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level One, or if no decision has been rendered within ten (10) school days after the presentation of the grievance, he/she may file the grievance in writing with the Association within ten (10) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within ten (10) school days after receiving the written grievance, the Association shall refer it to the School Business Administrator.

5. **Level Three - Board of Education**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the School Business Administrator, he/she may, within five (5) school days, after a decision by the School Business Administrator of fifteen (15) school days after the grievance was delivered to the School Business Administrator, whichever is sooner, request in writing that the Association submit his/her grievance to the Board. Within ten (10) school days after receiving written request by the aggrieved person, the Association shall refer the grievance to the Board of Education.

6. **Level Four-Arbitration**

(a) If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no decision has been rendered within thirty (30) calendar days after the grievance was delivered to the Board, he/she may, within five (5) calendar days after a decision by the Board or thirty-five (35) calendar days after the grievance was delivered to the Board, whichever is sooner, he/she may request in writing that the Association submit his/her grievance to arbitration. If the Association determines that the grievance is meritorious, it may submit the grievance to arbitration within fifteen (15) calendar days after receipt of a request by the aggrieved person.

(b) To submit the grievance to arbitration, the Association shall submit a Demand for Arbitration to the Board and to the Public Employment Relations Commission. The Parties shall then be bound by the rules and procedures of the Commission in the selection of an arbitrator.

(c) The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than thirty (30) days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her 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 volative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and, with regard to specific contract language shall be final and binding on the parties and, with regard to all other issues, shall be advisory only.

- (d) The costs for the services of the arbitrator including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the 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 the same.

D. Rights of Employee to Representation

1. Employees and Association

Any aggrieved person may be represented at all stages of the grievance procedure by himself/herself, or, at his/her option, by a representative(s) selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. Reprisals

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

E. Miscellaneous

1. Group Grievance

If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Assistant Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. Written Decisions

All decisions at all levels of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest and to the Association. All such decisions shall set forth the findings of fact, reasoning and conclusions on the issues submitted.

3. Separate Grievance File

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

4. Forms

Forms for filing grievances, serving notices, taking appeals, making reports and recommendations and other necessary documents shall be prepared jointly by the School

Business Administrator and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. **Meetings and Hearings**

All meetings and hearing under this procedure 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 V - LEAVE

1. **Sick Leave**

Sick leave is defined as an employees' absence from duty because of disability due to personal illness or injury. Sick leave with full pay is authorized as follows:

- (a) New employees beginning work after July 1 shall accumulate sick leave at the rate of one and one quarter (1 1/4) days per month. Thereafter they will receive fifteen (15) days beginning July 1.
- (b) When an employee uses less than his/her authorized days in any school year, those days not used may be accumulated to be used for sick leave in subsequent years.
- (c) Sick days actually used reduce the fifteen (15) days available for accumulation.
- (d) When an employee exceeds the maximum sick leave with full pay authorized under these provisions, the Board of Education may, in its discretion, continue to pay such employee's salary less the pay of a substitute for such length of time as is determined by the Board in each individual case. In the case of any employee for whom no substitute is employed, the Board of Education shall determine the amount to be deducted in each individual case. In instances of this nature, the employee should make written application through the principal of his/her school, or his/her supervisor. In no event, however, shall any decision of the Board under this subparagraph (d) be subject to arbitration, either binding or advisory.

2. Absence without salary deduction or charge against sick leave may be authorized as follows:

- (a) For absence occasioned because an employee is quarantined for the sickness of another.
- (b) For absence occasioned by an accident on the job.
- (c) For absence occasioned by required jury duty, the Board shall pay his or her salary in full for the days absent for jury duty.

3. Absence upon the specific approval of the Superintendent without salary deduction or charge against sick leave is authorized as follows:

- (a) Up to six (6) days for absence occasioned by the death of a parent, husband, wife, daughter, son, brother, sister or member of the employee's immediate household.

- (b) Up to three (3) days absence occasioned by the death of a father-in-law or mother-in-law, brother-in-law, sister-in-law or grandparent.
- (c) Up to one (1) day absence occasioned by the death of an aunt or uncle.
- (d) Up to three (3) days absence occasioned by the serious illness of husband, wife, son, daughter, father, mother, brother, sister, grandparent, father-in-law, mother-in-law, brother-in-law or sister-in-law.
- (e) Absence for reasons of personal emergency upon the express written approval of the Superintendent. Reasons of personal emergency are defined as unavoidable situations. The time limit for each individual case shall be determined by the Superintendent. An employee shall submit, on a form developed the Superintendent, a written application setting forth the reasons of the personal emergency either in advance or within two (2) work days after the employee's return to duty.

In the event that an employee does not wish the personal emergency reasons to be made public to any degree, the employee may submit the written application in question directly to the Superintendent in an envelope clearly marked "Personal Emergency – Confidential". The Superintendent alone will know the reasons and shall destroy the section of the form containing reasons after his/her approval or denial of the application.

Written application should be made through the principal or supervisor for approval of absences under item 3, either in advance or within forty-eight (48) hours after return to duty.

4. **Deductions**

Deductions for each day's absence not authorized under these provisions, or in the excess of sick leave, shall be computed as follows:

For employees who are on a twelve-month basis at the rate of 1/240th of the employee's annual salary.

5. **Retirement Stipend**

Each employee who has retired (and not merely vested) under the Public Employees' Retirement System (PERS) after five (5) or more years of service in the Westfield School District and who is, as of such retirement, entitled to begin collecting benefits from the Public Employees' Retirement System, shall receive an amount equal to the number of unused accumulated sick leave days times seventy-five (\$75.00) dollars, such payment to be made within a reasonable period of time after such retirement; provided, however, that the maximum amount payable to an employee under this provision shall be three thousand seven hundred and fifty(\$3,750.00) dollars.

If an employee with five (5) or more years of service in the Westfield School District and who is, as of such retirement, entitled to begin collecting benefits from the Public Employee's Retirement System, dies while employed by the District, his/her estate shall receive the moneys provided under this subsection.

6. Any employee who resigns or terminates employment in the Westfield School District after ten (10) years of service, but who is not eligible for retirement under PERS, shall receive reimbursement for unused accumulated sick leave at the rate of fifty five (\$55) dollars per day up to a maximum of two thousand seven hundred and fifty (\$2750) dollars.
7. **Attendance Bonus**
An attendance bonus will be paid to any member of the Association who uses two or less illness days in a school year (7/1 to 6/30) as follows:

0 days - \$200
1 day - \$100
2 days - \$50

ARTICLE VI - SENIORITY

- A. There shall be two (2) seniority lists: custodians and maintenance workers. Each employee's seniority shall be dated from his/her last date of hire.
- B. In the event of a cut back in the employment of personnel listed on any of the lists, the employee with the least amount of time on that list shall be laid off first. The seniority list shall be given to the Association in advance of any action by the Board to reduce the work force.
- C. In the event of a recall, within three years of a reduction in workforce the last employee laid off under this procedure shall be the first to be recalled. Any laid off employee who does not report for work within fifteen (15) days of the date of notice of recall shall lose all seniority rights.
No new employees may be hired while there are employees with seniority on lay off.
In the event of an increase in the work force, the Board of Education must first post the open job on the Association Bulletin Board to give all employees the right to apply for such job.
The Board will select the applicant with the best qualifications with the understanding that seniority will be considered as one of the factors.

ARTICLE VII - DISCHARGE FOR CAUSE

During the first six (6) months of employment, a probationary employee (Article XIV, Section I) may be discharged by the Board without just cause. Probationary employees will receive a written evaluation in three (3) months and another just prior to the completion of the probationary period. Matters of discipline involving probationary employees will be subject to binding arbitration in accordance with the law, but in no case will an arbitrator have the authority to make a probationary employee a regular employee.

When the work of an employee who has successfully completed his/her initial probationary period is thereafter unsatisfactory, he/she shall be notified, in writing, of the reasons for the dissatisfaction and shall be given thirty (30) days to improve his/her work. If the employee's work is still unsatisfactory at the end of the thirty (30) days, he/she shall be given a thirty (30) day termination notice. The Association shall be given a copy of any notice of dissatisfaction or of termination. If an employee feels that the Board has discharged him/her without just cause, he/she may submit the matter to

arbitration under the Grievance Procedure. The arbitrator shall have the power to restore the employee to his/her position and to restore any salary lost as a result of the discharge. The decision of the arbitrator shall be final and binding on the Board and the employee.

The above procedure requiring thirty (30) days; notice to improve an employee's work shall only apply to those circumstances where ongoing employee performance is an issue. Where termination for cause is the result of a specific incident or behavior on the part of an employee which does not implicate ongoing performance, the thirty (30) day notification period shall not apply.

ARTICLE VIII - FIREMEN'S LICENSE

All fees for renewal or new firemen's licenses will be paid by the Board of Education at no charge.

A new employee who does not possess a fireman's license within 12 months of his / her hiring date will be held at the starting salary step on the salary guide until the license is obtained. Upon obtaining the license, the employee will be placed on the appropriate step of the salary guide. There will be no retroactive payment of salary upon obtaining the license.

ARTICLE IX - INSURANCE

A. Health Insurance

The Board of Education shall pay for employees and dependents the full premium for Horizon Blue Cross Blue Shield Point of Service Plan, or coverage equal to or better than the current coverage.

- Participation in the Traditional Indemnity Plan is not an option.

B. Dental Insurance

The Board shall pay for all employees and their dependents the full premium which will include the usual and customary rate for diagnostic and preventive services, and for the riders covering additional basic, periodontal services and prosthodontic services, which aggregate coverage shall be for not more than \$1,500 per insured per year. Effective July 1, 2004 there shall be a per child lifetime maximum of \$1,500 for orthodontic services.

C. Prescription Plan

The Board shall pay for all employees the full premium for a prescription plan, which will provide a co-pay of fifteen (\$15) dollars for non-generic prescriptions and a co-pay of eight (8) dollars for generic prescriptions, effective July 1, 2004.

D. Temporary Disability

A temporary disability income plan will be available by payroll deduction and at no cost to the Board of Education.

E. Employee Assistance Program

An Employee Assistance Program (or equivalent) shall be available for all employees on a shared-cost basis. The Board of Education will pay \$13 and the employees will pay \$12. The employee's share will be a payroll deduction of \$1 per month.

F. Coverage After Retirement

The Board agrees to permit each employee, who has retired from the Westfield Public Schools under the provisions of the (PERS) Public Employee Retirement System and is entitled to receive pension payments thereunder, to continue his/her participation in the insurance programs which are the subject of this article and which are in effect as of the time of the employee's retirement from the Westfield Public Schools. In order for an employee to be so eligible to continue participation in said insurance programs after the employee's retirement, the employee must have retired after fifteen (15) or more years of service in the Westfield Public Schools and must, within thirty (30) days of retirement from the Westfield Public Schools, submit to the Board a request in writing for continued participation in said insurance programs. Each retired employee who participates in the insurance programs which are the subject of this Article shall pay the cost for his or her participation, such payment to be made by semiannual installments paid in advance. Eligibility for participation in said health insurance programs shall cease immediately upon the attainment by the retired employee of eligibility to participate in Medicare or upon the employee's death.

Any employee who has retired (and not merely vested) under PERS after twenty-five (25) or more years of service in the Westfield School District and who is as of such retirement entitled to begin collecting benefits from PERS will be entitled to receive hospitalization and major medical as a retirement benefit. Retired employees receiving this benefit may not continue hospitalization and major medical coverage participation with the Board's provider.

G. Equivalency Coverage

Notwithstanding the provisions of Section A, B, C, D and E, the Board and the Association agree that, in the event that the Board or the Association desires to replace the insurance described in any one or all of Sections A, B, C, D and/or E, the Board may do so upon the following conditions:

1. Under no circumstances may the insurance described in Sections A, B, C, D or E be reduced in any way below the coverage provided for.
2. There shall be no break or discontinuance in insurance coverage under Sections A, B, C, D and E.
3. Any other provider of the insurance described in Sections A, B, C, D and E must provide insurance that is generally acceptable to hospitals (and to doctors, dentists and pharmacies, if applicable) in the area of Westfield, New Jersey.
4. Any other provider of the insurance described in Sections A, B, C, D and E must have a reputation for making payments within a reasonable amount of time.
5. Either party shall have the right to reject the selection of a new insurance provider for any of the reasons set forth in Subsections 1 through 4 above. Such rejection, if it occurs, may be submitted to arbitration under the terms of Article III of this Agreement.
6. Upon the death of an employee while employed by the Board, his/her dependents may, at their own expense, continue in the district-sponsored health benefits program for life.

ARTICLE X - VACATIONS AND HOLIDAYS

Employees shall be entitled to the following vacation with full salary:

Year 1- 1 full day per month pro-rated	
First full year (July-June) through the fifth year	13 days
At the end of the sixth year (July-June)	14 days
At the end of the seventh year (July-June)	15 days
At the end of the eighth year (July-June)	17 days
At the end of the tenth year (July-June)	18 days
At the end of the fifteenth year (July-June)	23 days
At the end of the twentieth year and thereafter	24 days

All vacations days are earned up to June 30 and become available for use on July 1.

Each member of the Association will be allowed to leave his / her shift one hour early on the day before the Thanksgiving Holiday.

Vacations for custodians and head custodians are approved for dates when school is not in session and must be taken during the calendar year. Vacations may also be taken when school is in session at the discretion of the principal/supervisor. In addition, no vacations for employees covered by this contract may be taken during the week immediately preceding the opening of school without the express written consent of such employee's immediate administrative supervisor. The scheduling of vacations shall be based upon seniority. This means that the most senior employee in the building shall have first choice, then the next senior employee shall choose. This procedure shall continue so that the least senior employee in the building chooses last.

A calendar of holidays to include thirteen (13) paid holidays shall be established by the Board each year. In addition to the foregoing calendar of holidays, all employees shall have an additional "floating holiday," which may be utilized in the discretion of each such employee, upon the giving of reasonable advance notice to the Board. A new employee shall receive a floating holiday only if the employment began prior to January 1st.

Employees will use all vacation days prior to June 30th under ordinary circumstances. With the Superintendent's approval, custodians may carry over no more than five (5) unused vacation days in any one year with a total accumulation of no more than fifteen (15) days.

ARTICLE XI - SUPERVISION

Custodians are under the supervision of the Head Custodians who are under the supervision of the Building Principals except during such times as the Building Principal and Assistant Principal are not on duty. At such times they are under the jurisdiction of the School Business Administrator and the Supervisor of Buildings and Grounds. All custodial and maintenance functions are ultimately under the jurisdiction of the School Business Administrator.

ARTICLE XII - STATE PENSION PLAN (PERS)

All employees are required to join the New Jersey Public Employees Retirement System. As a public employee, the System provides him or her with:

A guaranteed retirement income for life based on the total years of service credit established in the system and final average salary.

ARTICLE XIII - WORKING CONDITIONS

A. Hours

The normal work week shall be forty (40) hours per week for eight (8) hour custodians, night custodians, mechanics, groundskeepers and mechanics' helpers.

1. Night Custodians

- (a) Night custodians shall work a five day/40 hour week as determined by the Board of Education and a 30 minute lunch period will be unpaid and not part of the 40 hours. The lunch period shall be in the building in the event that other individuals (with the exception of other night custodians on duty) are present in the building.
- (b) During July and August night custodians shall work with the day custodians and for the same hours as day custodians.

2. Mechanics, Mechanics' Helpers and Groundskeepers

- (a) Mechanics and mechanics' helpers and groundskeepers shall work a five day/40 hour week as determined by the Board of Education, and a 30 minute lunch period will be unpaid and not part of the 40 hours
- (b) During July, August and when children are not in school (red-letter days), mechanics and mechanics' helpers and groundskeepers will work a five day/40 hour week with a thirty (30) minute unpaid lunch period.

3. Eight (8) Hour Custodians

- (a) Eight (8-hour custodians shall work a five day/40 hour week as determined by the Board of Education, and a one (1) hour lunch period will be unpaid and not part of the 40 hours.
- (b) During July, August and when children are not in school (red letter days), eight (8)-hour custodians will work a 5 day/40 hour week as determined by the Board of Education and a one (1) hour lunch period will be unpaid and not part of the 40 hours.

4. Custodians and Head Custodians

When school is not in session, and there is a night activity, the night and odd shift employees will work the normal day shift schedule except that one employee will work as a night custodian. On single red-letter days, split shifts and night shifts, shall have the option to work their regular hours.

5. **Call In**

When "called in" for emergency work, employees shall be guaranteed two (2) hours pay at the applicable rate.

6. **Overtime**

- (a) All work over eight (8) hours per day is paid at time and one-half (1-1/2) rate. Overtime may not be used as compensatory time.
- (b) All work on Sunday or a paid holiday is paid at double-time rate.
- (c) The district will give employees the opportunity for equal distribution of overtime within a building. The head custodian shall maintain a chart, which will be posted in the Custodians Room to show the distribution of overtime.

7. **Work Schedules**

The Board of Education retains the right to assign work schedules based on the needs of the district, using the list of shifts as follows:

Maintenance		7:30 AM - 4:00 PM
Custodians	Day	6:00 AM – 3:00 PM 6:30 AM – 3:30 PM 7:00 AM – 4:00 PM 8:00 AM – 5:00 PM
	Swing	9:00 AM – 6:00 PM 10:00 AM – 7:00 PM 11:00 AM – 8:00 PM 12:00 PM – 9:00 PM
	Night	2:30 PM – 11:00 PM 3:00 PM – 11:30 PM

In cases where scheduled assignments are different from schedules worked in the 1992-93 school year, the Board shall:

- (a) Meet with a joint labor/management committee to review the proposed changes and receive input.
- (b) First attempt to fill the odd shift with a unit volunteer or new hire, and lacking a volunteer or vacancy, assign personnel on a basis of inverse seniority.
- (c) Not modify an individuals schedule, once it is established for the school year, unless the modification is done by mutual agreement.
- (d) Not modify the Monday through Friday work schedule at any school other than one custodial position at Westfield High School which will be a Tuesday through Saturday schedule at straight time.
- (e) New employees can be placed on any schedule determined by the Board of Education.

If a custodian is to be moved to an established swing shift, paragraphs 7 (a) and 7 (b), as listed above do not apply, when moving from an established swing shift to a different swing shift within the same building.

Except, if there is more than one (1) employee working on a swing shift within a building, the change of shifts will be accomplished using inverse seniority.

B. Snow Removal

The first responsibility of all custodians when it snows is for snow clearance. Snow removal requires the cooperation of everyone to insure the smooth operation of the schools. When new snow is on the ground, the School Business Administrator will notify the building principal who in turn will notify the head custodian to report to work at 6 AM. Building custodians will report at 6 a.m. on a school day to clear the entrance walks into the buildings, whether they must be swept or shoveled. Maintenance workers will report according to a previously assigned schedule to operate plows and service the Administration Building.

Custodians and maintenance workers will report at the regular hours unless called in by the Maintenance Supervisor or School Business Administrator.

On weekends and holidays, head custodians and custodians will report when called in by the Maintenance Supervisor or School Business Administrator, so as to have the grounds ready for opening of school on Monday.

On weekends and holidays, a custodian who reports for snow removal when not authorized by the Maintenance Supervisor or School Business Administrator will not receive payment.

When the schools have been scheduled for weekend or holiday use, the custodians assigned for duty will automatically report in time to clear the walks for the activity scheduled.

On weekends and holidays, maintenance workers will report on a time schedule worked out with the Maintenance Supervisor.

On weekends and holidays, three (3) custodians will be assigned to work along with the maintenance worker for snow removal. In, addition, one custodian will be required to be at their building to assist the maintenance workers for snow removal. The custodians will work on a rotating basis. They will work under the direction of the Maintenance Supervisor.

Prior to November 1 of each year the School Business Administrator will post for three (3) positions. If more than three (3) custodians apply the custodians will be selected by seniority.

In addition, one custodian will be required to be at their building to assist the maintenance workers for snow removal. The custodians will work on a rotating basis. They will work under the direction of the Maintenance Supervisor.

C. Rest Periods

A "coffee break" of fifteen (15) minutes duration may be taken in mid-morning and mid-afternoon.

D. **Safety and Information Committee**

The Board of Education agrees to recognize a Safety and Information Committee to hear safety requests from the Association and to receive information from the Board of Education pertaining to the performance of job assignments.

This committee shall consist of the head custodian of each school, one (1) representative of the maintenance men, the Association President, the Supervisor of Maintenance and the School Business Administrator

E. **Job Assignments**

The Board of Education reserves the right to determine job qualifications, job assignments, school assignments and specific scheduling of duties of each of the employees within the unit. Each employee is to be furnished a job description of his/her duties.

Every attempt will be made to see that all workers assigned the opportunity to share reasonable overtime assignments.

F. **Mileage**

Where an employee is required to use his/her private car in the performance of his/her job, he/she shall be compensated at the rate per mile permitted by the current Internal Revenue Service regulations for deductions for business miles on an individual income tax return.

G. **Payroll Deductions**

When requested by the employee, deductions from his/her earnings will be made in accordance with established Board policy for contributions to the Union County Teachers' Federal Credit Union, the existing Tax Sheltered Annuity Plan and Washington National Insurance Company - Income Protection Plan.

H. **Probationary Period**

New employees shall serve probationary period of six months duration. If the employee's service is satisfactory, then a contract will be issued for the balance of the school year.

I. **Temporary Employees**

If an employee is hired on a temporary basis and is then hired as a regular employee, such employee's date of hire as a temporary employee shall be used for such employee's anniversary date for vacation and longevity purposes.

J. **Telephones**

A telephone will be provided to the head custodians at the secondary schools.

K. **Work Shirts, Shoes & Coats**

The Board of Education will provide four (4) work shirts and one annual shoe allowance of one hundred (\$100) dollars and the shoes will be purchased through a Board approved vendor. The Board of Education shall provide a \$125 coat allowance to one-third of the employees per year determined by seniority. The coats will be purchased through a Board approved vendor.

L. **Tool Allowance**

The Board of Education will provide an annual tool allowance of \$750. for the Maintenance Department

ARTICLE XIV - NIGHT SHIFT

In connection with the night shift work schedule, the Board shall:

1. Assure that each building is safe and that heat in the buildings is maintained. In buildings where one (1) employee is working, the Board shall provide means whereby the employee can communicate outside the building and that communications from outside the building can be received.
2. Appoint employees to the night shift from volunteers and if there are not sufficient volunteers, to appoint employees to the night shift based upon seniority. The least senior employee shall be appointed first.

ARTICLE XV - SALARIES

- A. The salary of each employee covered by this agreement is set forth in the salary schedules, which are attached hereto and made a part hereof.
- B. An employee who is requested to assume the duties of a head custodian shall be compensated retroactive at the head custodian rate of salary after one (1) week of performing such duties.
- C. An employee new to the district shall be placed on the initial step of the appropriate salary guide except in those cases wherein the Superintendent recommends a placement at a higher step, provided, however, that no employee new to the district shall be placed higher than Step Six. Such employee shall not be employed at a salary higher than that of any presently employed individual with the same or the equivalent amount of experience. Upon request, the Association shall be supplied satisfactory proof that a new employee has equivalent experience to employees who are or could be on the same step of the Salary Guide.
- D. A night foreman will be created at each intermediate school at the rate of \$500 per year.
- E. An odd shift differential of sixty cents (\$.60) per hour times 2080 hours will be added to the rate of any eight (8) hour day Custodian with an assigned shift starting two (2) or more hours later than the standard 7:00AM starting time.

ARTICLE XVI - REPRESENTATION FEE

1. The Association shall, on or before November 1, deliver to the Board a written statement containing the following:
 - (a) A statement that the Association has determined the amount of representation fee in accordance with the requirements of N.J.S.A. 34:13A-5.4.

- (b) A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
 - (c) A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non member. Such representation fee shall not exceed eighty-five (85%) percent of the regular membership dues, fees and assessments.
 - (d) A list of all individuals who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.
2. Beginning with the first full pay period in November, the Board will commence deductions from salaries of such individuals, in accordance with paragraph 3 below, the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.
1. **Payroll Deductions Schedule**
 The Board will deduct the representation fee equally, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paychecks:
 - (a) In November; or
 - (b) Sixty (60) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on layoff, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is last. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly possible, shall be the same as those used for the deduction regular membership fees to the Association.
 2. 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 sixty (60) day period. The list will include names, job titles and dates of employment for all such employees' salaries. Minutes and agenda will constitute satisfaction of the above.
 3. The Association hereby agrees to indemnify, defend and save harmless the Board from any claim, suit or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as representation fee under the provisions of this Agreement.

ARTICLE XVII – SEVERENCE

If during the term of this Agreement, the Board subcontracts out to a private company those functions and/or services performed by bargaining unit members, it will provide to all custodial and maintenance employees who are severed as a result of said contracting six months of salary and

insurance benefits as provided in this Agreement commencing with the first day that the employee is no longer employed by the Board of Education

In addition the retirement resignation or termination stipend for unused accumulated sick leave as defined in article V Leave Section 5, and Section 6: and vacation/holiday pay as defined in Article X, shall be added to the six months of salary and insurance benefits stated above.

ARTICLE XVIII – MISCELLANEOUS PROVISION

If any provision of this Agreement shall be held or declared to be illegal or of no legal effect, said provision shall be deemed null and void without affecting the obligations of the balance of this contract.

ARTICLE XIX – AGREEMENT BINDING UPON OTHER PARTIES

It is understood and agreed between the respective parties hereto, that this contract, with all its terms, conditions provisions and covenants, shall be binding upon both parties, their successors and assigns.

ARTICLE XX – DURATION OF AGREEMENT

This Agreement shall remain in full force and effect from July 1, 2004 until June 30, 2007.

ARTICLE XXI - GENDER

Whenever the masculine gender shall be used in this Agreement, it shall include the feminine gender.

ARTICLE XXII- ENROLLMENT OF CHILDREN IN WESTFIELD SCHOOLS

Effective September, 1991, full time members of the Association will be entitled to enroll their children in the Westfield Public Schools at no tuition charge. The Board retains the right to assign nonresident children to a school building and/or classes in such a manner that the assignment will not require hiring additional staff. This provision will not require the Board to assume responsibility for out-of-district placements for special education purposes.

Employees hired after July 1, 2005, will not be entitled to enroll their children in the Westfield Public Schools at no tuition charge. Children previously enrolled will be allowed to stay until the completion of the 12th grade or until the custodian is no longer employed by the district, whichever comes first. Employees hired prior to July 1, 2005 who do not currently have children enrolled in the Westfield Public Schools will be allowed to enroll their children at no tuition charge. The children will be allowed to stay until the completion of 12th grade or until the custodian is no longer employed by the district, whichever comes first.

ARTICLE XXIII TUTION ASSISTANCE

The Board agrees to reimburse the registration fee for members of the Association who attend and successfully complete extra training or courses to improve their job related skills. The courses must be approved by the School Business Administrator. The total aggregate cost for all members of the Association is not to exceed \$1,500 each year. The annual allotment will be distributed on a first-come first-serve basis.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective president, attested to by their respective secretaries, all on the day and year first above written.

ATTEST:

WESTFIELD BOARD OF EDUCATION

Secretary

President

ATTEST:

WESTFIELD SUPPORTIVE STAFF
ASSOCIATION

Secretary

President

2004-2005 WSSA Salary Guide

Step	Custodian	Mech Help	Night Cust	Head Elem	Head Int	Head HS	Mechanic/ Groundskeeper
4	35782	37346	37446	37711	39350	40795	42672
5	36032	37596	37696	37961	39600	41045	42922
6	36480	38066	38166	38436	40098	41561	43467
7	36927	38537	38637	38911	40599	42079	44012
8	37383	39015	39115	39394	41103	42600	44562
9	37836	39489	39589	39874	41608	43122	45112
10	38622	40267	40367	40646	42393	43996	45975
11	39227	40880	41270	41370	43001	44702	46680
12	39941	41590	42253	42354	43712	45884	47675
13	40603	42352	43451	43552	44540	47232	48836
14	41265	43113	44648	44750	45369	48579	49996
15	42402	44350	46098	46200	46772	50129	51546
16	43852	45800	47548	47648	48522	51879	53296
17	45652	47600	49348	49448	50322	53679	55096
18	48052	50000	51748	51848	52722	56079	57496
19	50352	52300	54048	54148	55022	58379	59796
20	52553	54501	56249	56349	57223	60580	61997
21	53377	55325	57073	57173	58047	61404	62821

Salary for Assistant Day Head Custodian at Westfield High School is in accordance with the Head Elementary salary guide.

Salary for Assistant Night Head Custodian at Westfield High School is in accordance with the Head Intermediate salary guide.

Work Order Coordinator Stipend 2004-2005: \$3,506.20

2005-2006 WSSA Salary Guide

Step	Custodian	Mech Help	Night Cust	Head Elem	Head Int	Head HS	Mechanic/ Groundskeep
4	37100	38686	38786	39056	40718	42181	44087
5	37350	38936	39036	39306	40968	42431	44337
6	37600	39186	39286	39556	41218	42681	44587
7	38047	39657	39757	40031	41719	43199	45132
8	38503	40135	40235	40514	42223	43720	45682
9	38956	40609	40709	40994	42728	44242	46232
10	39742	41387	41487	41766	43513	45116	47095
11	40547	42200	42590	42690	44321	46022	48000
12	41261	42910	43573	43674	45032	47204	48995
13	41923	43672	44771	44872	45860	48552	50156
14	42665	44513	46048	46150	46769	49979	51396
15	43802	45750	47498	47600	48172	51529	52946
16	45252	47200	48948	49048	49922	53279	54696
17	47052	49000	50748	50848	51722	55079	56496
18	49452	51400	53148	53248	54122	57479	58896
19	51752	53700	55448	55548	56422	59779	61196
20	53953	55901	57649	57749	58623	61980	63397
21	54914	56862	58610	58710	59584	62941	64358

Salary for Assistant Day Head Custodian at Westfield High School is in accordance with the Head Elementary salary guide.

Salary for Assistant Night Head Custodian at Westfield High School is in accordance with the Head Intermediate salary guide.

Work Order Coordinator Stipend 2005-2006: \$3,642,95

2006-2007 WSSA Salary Guide

Step	Custodian	Mech Help	Night Cust	Head Elem	Head Int	Head HS	Mechanic/ Groundskeep
4	38445	40055	40155	40429	42117	43597	45530
5	38695	40305	40405	40679	42367	43847	45780
6	38945	40555	40655	40929	42617	44097	46030
7	39195	40805	40905	41179	42867	44347	46280
8	39651	41283	41383	41662	43371	44868	46830
9	40104	41757	41857	42142	43876	45390	47380
10	40890	42535	42635	42914	44661	46264	48243
11	41912	43565	43955	44055	45686	47387	49365
12	42631	44280	44943	45044	46402	48574	50365
13	43573	45322	46421	46522	47510	50202	51806
14	44290	46138	47673	47775	48394	51604	53021
15	45402	47350	49098	49200	49772	53129	54546
16	46827	48775	50523	50623	51497	54854	56271
17	48552	50500	52248	52348	53222	56579	57996
18	50952	52900	54648	54748	55622	58979	60396
19	53252	55200	56948	57048	57922	61279	62696
20	55453	57401	59149	59249	60123	63480	64897
21	56534	58482	60230	60330	61204	64561	65978

Salary for Assistant Day Head Custodian at Westfield High School is in accordance with the Head Elementary salary guide.

Salary for Assistant Night Head Custodian at Westfield High School is in accordance with the Head Intermediate salary guide.

Work Order Coordinator Stipend 2006-2007: \$3,788.67