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A G R E E M E N T

between

Westfield BOARD OF EDUCATION  
Westfield, New Jersey

and

WESTFIELD SUPPORTIVE STAFF

X July 1, 1981 through June 30, 1983

LIBRARY  
Institute of Management and  
Labor Relations

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RUTGERS UNIVERSITY

# WESTFIELD BOARD OF EDUCATION

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November 10, 1981

Mr. Charles Rietzke, President  
Westfield Supportive Staff Association  
302 Elm Street  
Westfield, New Jersey 07090

Dear Mr. Rietzke:

This letter will serve as an acknowledgment and understanding by and between the Westfield Board of Education and the Westfield Supportive Staff Association that the parties hereby supplement and modify the terms of the Collective Bargaining Agreement between the parties for the period July 1, 1981 through June 30, 1983 in the following respect:

The Board and the Association agree that the provisions of Article X,A,5, (Coverage After Retirement) shall be available to any employee covered by the Agreement between the Board and the Westfield Supportive Staff Association, who retired from the Westfield Public Schools as of the end of the 1980-81 school year and who is otherwise eligible for such coverage after retirement under the terms of said Article X,A,5. Any such coverage after retirement for any individual retiring as of the end of the 1980-81 school year shall be on the same terms and conditions as applicable effective as of July 1, 1981 pursuant to said Article X,A,5.

WESTFIELD SUPPORTIVE STAFF ASSOCIATION

WESTFIELD BOARD OF EDUCATION

By: Charles Rietzke

By: Marilyn S. Gulotta

plb

PREAMBLE

This Agreement is entered into this 10<sup>TH</sup> day of *NOVEMBER*, 1981 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 the 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 recognizes 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:

Matrons  
Custodians (Day and Night)  
Mechanic's Helpers  
Mechanics

Excluded from this unit are the following:

Supervisor of Buildings and Grounds  
Assistant Supervisor  
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

1. 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 N.J. 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.

2. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

## ARTICLE III - ASSOCIATION REPRESENTATIVE

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.

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.

#### ARTICLE IV - GRIEVANCE PROCEDURE

##### A. Definitions

###### 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 first discuss it with his principal or immediate supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

4. Level Two - Assistant Superintendent

If the aggrieved person is not satisfied with the

disposition of his grievance at Level One, or if no decision has been rendered within five (5) school days after the presentation of the grievance, he may file the grievance in writing with the Association within five (5) school days after the decision at Level One or ten (10) school days after the grievance was presented, whichever is sooner. Within five (5) school days after receiving the written grievance, the Association shall refer it to the Assistant Superintendent for Business.

5. Level Three - Board of Education

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) school days after the grievance was delivered to the Assistant Superintendent, he may, within five (5) school days, after a decision by the Assistant Superintendent or fifteen (15) school days after the grievance was delivered to the Assistant Superintendent, whichever is sooner, request in writing that the Association submit his 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 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 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 may request in writing that the Association submit his 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 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. The arbitrator's decision shall be in writing and shall set 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 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 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, or, at his 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 Grievances

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 Assistant Superintendent and the Association and given appropriate distribution so as to facilitate operation of the grievance procedure.

5. Meetings and hearings

All meetings and hearings 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 employee's absence from duty because of disability due to personal illness or injury. Sick leave with full pay is authorized as follows:

(a) Each employee is allowed one and one-half (1-1/2) days per month in respective work year.

(b) A full year's allowance shall go into effect on the first working day of each school year.

(c) 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, except that no employee shall be allowed to increase his/her total accumulation by more than fifteen (15) days in any one (1) year.

(d) Sick days actually used reduce the fifteen (15) days available for accumulation.

(e) When an employee exceeds the maximum sick leave with full pay authorized under these provisions, and any accumulated sick leave, 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 school, or his supervisor. In no event, however, shall any decision of the Board under this subparagraph (e) 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.

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

(a) Up to three (3) days for absence occasioned by the death of a parent, husband, wife, daughter, son, brother or sister.

(b) One (1) day's absence occasioned by death of a father-in-law, mother-in-law, grandparent, aunt or uncle.

(c) Up to three (3) days' absence occasioned by the serious illness of a husband, wife, son, daughter, father, mother, brother, sister, grandparent, father-in-law or mother-in-law.

(d) 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 by 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 prefers not divulge the reasons of personal emergency, the employee shall write on the form referred to above the words "Personal Emergency - Personal" and the employee shall submit such application directly to the Superintendent in an envelope marked "Confidential."

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:

(a) For employees who are on a ten-month basis at the rate of 1/200th of the employee's annual salary.

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

ARTICLE VI - SENIORITY

A. There shall be three (3) seniority lists: custodians, maintenance workers, matrons. Each employee's seniority shall be dated from his 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, 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 seven (7) days of the date of notice of recall shall lose all seniority rights.

No new employees may be rehired 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 thirty (30) days of employment, a probationary employee (Article XIV, Section 9) may be discharged by the Board, without cause, which discharge shall not be subject to arbitration. No employee, who has completed his/her initial probationary period (Article XIV, Section 9), shall be discharged or suspended without just cause.

When the work of an employee who has successfully completed his 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.

#### ARTICLE VIII - FIREMEN'S LICENSE

All custodian and maintenance staff employees who have firemen's licenses will be paid \$425.00 additional each year. All fees for renewal or new firemen's licenses will be paid by the Board of Education.

#### ARTICLE IX - UNIFORMS

Effective September 1 of each year, all male employees will be provided with three (3) sets of uniforms each year. A set will consist of a shirt and pants. Such uniforms shall be made of material which is, at least, 50% cotton.

One (1) pair of coveralls will be provided for the men who request them. Any employee who has to work outside during inclement weather shall have made available to him appropriate clothing, including a winter jacket and foot-wear (which shall be the property of the Board).

Effective September 1 of each year all female employees will be provided with three (3) uniforms each year consisting of a suitable dress.

Uniforms will remain the property of the Board of Education if an employee should leave.

#### ARTICLE X - INSURANCE

A. 1. The Board of Education agrees to provide individual or, where appropriate, full family coverage from the Connecticut General Health Benefits Program.

2. In addition, the Board shall pay the full premium for basic dental coverage and riders covering additional basic, periodontic services, orthodontic services and prosthodontic services for single or family coverage as may be appropriate to each individual member through Connecticut General, or such other coverage as might be provided, during the term of this Agreement, under the agreement between the Board and the Westfield Education Association.

3. Major Medical Rider

The Board shall pay for all Employees for either single or family coverage as may be appropriate, the full premium for the major medical rider covering (i) catastrophic events and (ii) the elimination of the presently existing limit of \$50,000.00 on major medical coverage.

4. Prescription Plan

In the second year of the Agreement, namely, 1982-1983, the Board shall pay for all Employees, for either single or family coverage as may be appropriate, the full premium for a prescription plan as provided in the Agreement between the Board and the Westfield Education Association.

5. Coverage after Retirement

The Board agrees to permit each Employee, who has retired from the Westfield Public Schools under the provisions of the Public Employees 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) calendar 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 semi-annual 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.

B. Equivalency Coverage

Notwithstanding the provisions of Section A, the Board and the Association agree that, in the event that the Board or the Association desires to replace the insurance described in Section A the Board may do so upon the following conditions:

1. Under no circumstances may the insurance described in Section A be reduced in any way below the coverage provided for.
2. There shall be no break or discontinuance in insurance coverage under Section A.
3. Any other provider of the insurance described in Section A 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 Section A 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 this Agreement.

ARTICLE XI - VACATIONS AND HOLIDAYS

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

At the end of June of the first year -- .833 days per full month of service.

At the end of June of the second thru fifth year --	10 days
At the end of June of the sixth year -----	11 days
At the end of June of the seventh year -----	12 days
At the end of June of the eighth year -----	13 days
At the end of June of the ninth year -----	14 days
At the end of June of the tenth year -----	15 days
At the end of June of the fifteenth year and thereafter -----	20 days

Vacations for matrons, custodians and head custodians are approved only for dates when school is not in regular session and must be taken during that school year. The scheduling of vacations shall be based upon seniority. This means that the most senior employee in a 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.

## ARTICLE XII - 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 Assistant Superintendent of Schools, and the Supervisor of Buildings and Grounds.

## ARTICLE XIII - 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:

1. A guaranteed retirement income for life based on the total years of service credit established in the system and final average salary.
2. Liberal financial protection in case of disability or death.

## ARTICLE XIV - WORKING CONDITIONS

### A. HOURS

The normal work week shall be forty (40) hours per week for Matrons, night custodians, mechanics and mechanic's helpers.

#### 1. Night Custodians

- (a) All night custodians shall work from 2:00 p.m. to

10:00 p.m., which shall include a one-half (1/2) hour paid meal period, which meal 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 the summer, night custodians shall work with the day custodians and for the same hours as day custodians.

2. Mechanics and Mechanics' Helpers

(a) Mechanics and mechanics' helpers shall work from 7:30 a.m. to 4:30 p.m., which shall include a one (1) hour unpaid lunch period.

(b) During July, August and when children are not in school (red letter days), mechanics and mechanics' helpers will work from 7:30 a.m. to 4:00 p.m. with a thirty (30) minute unpaid lunch period.

3. Matrons

(a) Matrons shall work from 7:00 a.m. to 4:00 p.m., which shall include a one (1) hour unpaid lunch period.

(b) During July, August and when children are not in school (red letter days), matrons will work from 7:30 a.m. to 4:00 p.m., which shall include a thirty (30) minute unpaid lunch period.

4. Custodians and Head Custodians

(a) Custodians and head custodians shall work a forty-five (45) hour week when school is in session for children.

(b) Custodians and head custodians shall work from 7:00 a.m. to 5:00 p.m., which shall include a one (1) hour unpaid lunch period.

(c) When children are not in school, custodians and head custodians shall work from 7:30 a.m. to 4:30 p.m., which shall include a one (1) hour unpaid lunch period.

(d) During July and August, custodians and head custodians shall work from 7:00 a.m. to 4:00 p.m., which shall include a one (1) hour unpaid lunch period.

5. Call In

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

6. Overtime

(a) All work over eight (8) hours per day is paid at time and one-half (1/2) rate.

(b) All work on Sunday or a paid holiday is paid at double-time rate.

(c) If, because of unusual circumstances, there is only one man on duty in a school and he must remain in the school for his lunch period, he will be paid overtime at time and one-half (1/2) of his regular rate for said lunch period. The provisions of this subparagraph (c) shall not apply to night custodians.

B. SNOW REMOVAL

Snow removal requires the cooperation of everyone to insure the smooth operation of the schools. When new snow is on the ground, 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. Matrons will report at the usual time.

When school is closed because of inclement weather, matrons will be excused for the day. Custodians and maintenance workers will report at the regular hours unless called in by the maintenance supervisor or Secretary of the Board of Education.

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

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.

C. REST PERIODS

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

D. BULLETIN BOARDS

A bulletin board shall be provided in each school for school and Association notices.

E. 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 Secretary of the Board of Education.

F. 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 duties.

Every attempt will be made to see that all workers share reasonably in over-time assignments.

G. MILEAGE

Where an employee is required to use his private car in the performance of his job, he shall be compensated at the rate of eighteen and one-half (\$.185) cents per mile.

H. PAYROLL DEDUCTIONS

When requested by the employee, deductions from his 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.

I. PROBATIONARY PERIOD

New employees shall serve a probationary period of thirty (30) days' duration. If the employee's service is satisfactory, then a contract will be issued for the balance of the school year.

ARTICLE XV - 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 XVI - SALARIES

- A. The salary of each employee covered by this agreement is set forth in Schedule A, which is 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.

ARTICLE XVII - 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.

3. Payroll Deduction 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) Thirty (30) 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 lay-off, 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 later. The mechanics for deduction of representation fees and the transmission of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership fees to the Association.

4. 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 thirty (30) day period. The list will include names, job titles and dates of employment for all such employees.

5. 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 a representation fee under the provisions of this Agreement.

ARTICLE XVIII

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

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

This Agreement shall remain in full force and effect from July 1, 1981 until June 30, 1983.

ARTICLE XXI - GENDER

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective presidents, attested to by their respective secretaries, and their corporate

seals to be placed hereon, all on the day and year first above written.

WESTFIELD SUPPORTIVE STAFF  
ASSOCIATION

BY *Chaz Smith*  
President

WESTFIELD BOARD OF EDUCATION

BY *Marilyn S. Gulotta*  
President

ATTEST:

\_\_\_\_\_  
Secretary

ATTEST:

*James H. King*  
Secretary

WESTFIELD PUBLIC SCHOOLS  
Westfield, New Jersey

SALARY GUIDE FOR CUSTODIAN AND MAINTENANCE PERSONNEL - SCHEDULE A

HOURLY RATE 1981-1982

Step	Custodian	Mech. Helper	Nite Custodian	Head Custodians			Mechanics
				Elementary*	Jr. High**	Sr. High	
1	\$ 6.30	\$ 6.59	\$ 6.78	\$ 6.65	\$ 6.97	\$ 7.29	\$ 7.63
2	6.41	6.70	6.90	6.76	7.08	7.42	7.76
3	6.52	6.81	7.02	6.87	7.19	7.55	7.89
4	6.63	6.92	7.14	6.98	7.30	7.68	8.02
5	6.74	7.03	7.26	7.09	7.41	7.81	8.15
6	6.85	7.14	7.40	7.21	7.55	7.96	8.30
7	7.02	7.32	7.57	7.38	7.73	8.18	8.50
8	7.20	7.51	7.77	7.57	7.92	8.43	8.73
9	7.38	7.70	7.98	7.76	8.14	8.68	8.96
10	7.56	7.89	8.19	7.95	8.36	8.95	9.19

\* Includes Custodian Engineer (Senior High School)

\*\* Includes Asst. Hd. Cust. (Nite) (Senior High School)

† Longevity increase for personnel with 15 years service in Westfield but less than 20 years services in Westfield.

‡ Longevity increase for personnel with 20 years service in Westfield.

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HOURLY RATE 1982-1983

Step	Custodian	Mech. Helper	Nite Custodian	Head Custodians Elementary*	Jr. High**	Sr. High	Mechanics
1	\$ 6.82	\$ 7.14	\$ 7.34	\$ 7.20	\$ 7.56	\$ 7.89	\$ 8.27
2	6.94	7.26	7.47	7.32	7.68	8.03	8.41
3	7.06	7.38	7.60	7.44	7.80	8.17	8.55
4	7.18	7.50	7.73	7.56	7.92	8.31	8.69
5	7.30	7.62	7.86	7.68	8.04	8.45	8.83
6	7.42	7.74	8.00	7.81	8.16	8.60	8.97
7	7.54	7.86	8.15	7.94	8.31	8.76	9.14
8	7.73	8.06	8.34	8.13	8.51	9.01	9.36
9	7.92	8.27	8.56	8.33	8.72	9.28	9.61
10	8.12	8.48	8.79	8.54	8.96	9.56	9.86
11	8.32	8.69	9.02	8.75	9.21	9.85	10.12

\* Includes Custodian Engineer (Senior High School)  
\*\* Includes Asst. Hd. Cust. (Nite) (Senior High School)

6% Longevity increase for personnel with 15 years service in Westfield but less than 20 years services in Westfield.

8% Longevity increase for personnel with 20 years service in Westfield.