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AGREEMENT BETWEEN  
*New Jersey Board of Education*  
 THE BOARD OF EDUCATION OF THE BOROUGH OF NORWOOD,  
 COUNTY OF BERGEN, STATE OF NEW JERSEY

---

- AND -

LOCAL 418, PRODUCTION, MAINTENANCE AND ALLIED  
 WORKERS, a/w INTERNATIONAL BROTHERHOOD OF TEAMSTERS,  
 CHAUFFEURS, WAREHOUSEMEN AND HELPERS OF AMERICA

---

*(Contract of Maintenance and  
 all employees)*

X JULY 1, 1979 THROUGH JUNE 30, 1982

ARON,  
 HILL & SALSBERG  
 COUNSELLORS AT LAW  
 591 SUMMIT AVENUE  
 NEW CITY, NEW JERSEY 07306

LIBRARY  
 Institute of Management and  
 Labor Relations

SEP 22 1981

RUTGERS UNIVERSITY

PREAMBLE

This Agreement entered into this *13th* day of *November*, 1979, 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 first year of this Agreement, commencing July 1, 1979, shall be increased over the salaries of the previous year by seven (7%) percent.

B. Salaries for the second year of this Agreement, commencing July 1, 1980, shall be increased by the same percentage amount granted to the Teachers of the School District for the same year.

C. Salaries for the third year of this Agreement, commencing July 1, 1981, shall be increased by the same percentage amount granted to the Teachers of the School District for the same year.

D. In addition to the base annual salaries, as described in paragraph 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. In addition to the salary increases noted in paragraphs B and C above any fringe benefits provided to the teachers during the second and third years of this Agreement shall be provided to the employees covered by this Agreement.

ARTICLE III

DAY WORK WEEK AND OVERTIME

A. The normal work week shall consist of forty (40) hours per week on the basis of Monday through Friday, eight (8) hours per day.

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 case of an employee who is called back to work due to an emergency or an act of God, such employee shall receive a minimum of two (2) hours work or pay in lieu thereof, at the rate of time and one-half the regular rate.

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 each September of the school year.

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.

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 provision shall be inoperative, but all other provisions shall not be affected thereby, and shall continue in full force and effect.

B. Notwithstanding paragraph A above, should the salary provisions relating to the 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 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. It is understood that insurance coverage will not be provided for employees working less than twenty (20) hours per week.

ARTICLE IX

UNIFORMS

A. Three (3) uniforms shall be provided to each employee at the Board's expense.

B. In addition to the three (3) uniforms mentioned in paragraph A, one (1) extra shirt shall be provided to each employee.

C. 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.

ARTICLE X

HOLIDAYS

A. Employees shall be entitled to eleven (11) paid holidays per year, to be assigned in accordance with the Board calendar. Additional days may be provided at the discretion of the Board.

B. For any reasons school should be held on one (1) or more of the holidays, the employee concerned will report for work as usual. For any day worked on a holiday, an extra day shall be added to the employee's annual summer vacation or at other times, at the discretion of the Administrative Principal.

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 eight (8) years, earns two (2) weeks vacation; employment for eight (8) years or more earns three (3) weeks vacation. Vacations will be taken during July and August after consultation with the Administrative Principal.

B. Vacation schedules during July and August shall be so staggered that the school will have one (1) Custodian in attendance every week day.

C. 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

### 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; or (c) the refusal of the Board of Education to reemploy nontenure employees or to grant said nontenure employees a hearing where reemployment of said nontenure employees has not been approved by the Board 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

GRIEVANCE PROCEDURE - cont'd.

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

GRIEVANCE PROCEDURE - cont'd.

3. LEVEL I - An employee with a grievance shall first discuss it with his immediate superior with the objective of resolving the matter informally.

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 District Administrator within five (5) school days after the decision is made at Level I. The District 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 District 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 arbi-



GRIEVANCE PROCEDURE - cont'd.

tration, 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 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 judgment 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 the final statements and proofs are submitted to them. The Board of Education will meet as a whole and review the facts and conclusions presented by the advisory

GRIEVANCE PROCEDURE - cont'd.

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 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 rights 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 judgment of the Union, a grievance affects a group or class of employees, the Union may submit such grievance in writing to the District 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 I, II, III and IV, shall be in writing, setting forth the decision and the reason or reasons therefor, and shall be transmitted promptly to all parties in interest and to the Union.

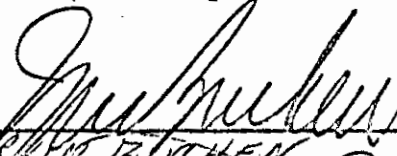
2. All meetings and hearings under this procedure shall not take place during the school day and shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this Article.


ARTICLE XIII

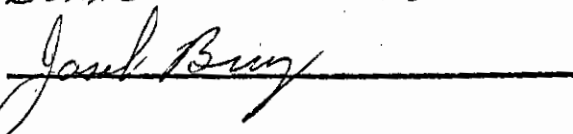
DURATION

A. This Agreement shall be effective as of July 1, 1979 and shall continue in effect until June 30, 1982.

B. IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers on this 13th day of November, 1979.

  
\_\_\_\_\_  
MARVIN BUCHEN  
PRESIDENT

ATTEST   
\_\_\_\_\_  
FLORENCE MALMROSE  
BOARD SECRETARY

  
\_\_\_\_\_  
Paul Berg