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AGREEMENT BETWEEN

BOARD OF EDUCATION

TOWNSHIP OF WOODBRIDGE

NEW JERSEY

and

LOCAL 2293, AFSCME, COUNCIL 73

AFL - CIO

FOR THE SCHOOL YEAR

JULY 1, 1973 TO JUNE 30, 1974

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## ARTICLE I

### AGREEMENT

This Agreement, entered into by the Woodbridge Board of Education, hereinafter referred to as the Employer, and Local 2293, Council No. 73, American Federation of State, County and Municipal Employees, AFL - CIO, hereinafter referred to as the Union, has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

## ARTICLE II

### RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for all full-time Janitorial, Custodial, Attendance, Transportation and Cafeteria personnel, whether hourly rate or salaried, for the purpose of establishing rates of pay, hours of work, and other conditions of employment. For purpose of this Agreement, a full-time employee is defined as one who is scheduled for 25 or more hours of work per week for either a ten or twelve month work year.

Reproduced copies of this Agreement shall be prepared and delivered by the Board of Education to all members of Local 2293, AFSCME.

## ARTICLE III

### DUES DEDUCTION

The Employer agrees to deduct from the salaries of the employees represented by this Agreement dues for Local 2293, Council No. 73, American Federation of State, County and Municipal Employees, AFL - CIO, in compliance with Chapter 310, Public Laws of the State of New Jersey,

and on the rules established by the State Department of Education. Such monies collected together with records of any corrections shall be transmitted to the Treasurer of the Union by the fifteenth of each month following the monthly pay period in which deductions were made. Authorization for dues deduction shall be in writing.

Authorization of dues deduction are to be forwarded to the Secretary of the Board of Education.

ARTICLE IV

SALARIES

In prior years it was the policy of the Board of Education to provide overtime pay for weekend and holiday school inspections by janitors in charge. In this contract, 1973 - 1974, this overtime pay will be added to the regular salary, and this will provide for compensation for the same inspections which are to continue as in prior years.

If, in any case, the janitor cannot make the required inspection(s), such duty shall be reassigned as per present practice, but he shall be deducted the proportionate amount of the assigned overtime provision and his replacement shall be paid an amount appropriately proportionate of such provision rate by the Board.

1. TWELVE-MONTH JANITOR

- A. Starting Salary.....\$ 7,459
- B. Second Year.....\$ 7,775
- C. Third Year.....\$ 8,092
- D. Fourth Year and thereafter.....\$ 8,408

|  | <u>Added<br/>Responsibility<br/>Differential</u> | <u>Building<br/>Inspection -<br/>Assigned<br/>Overtime<br/>Provision</u> |
|--|--|--|
| 1. Janitor assigned to a Stadium, Boiler Room of High Schools, Janitor-Driver, or an Attendance Officer..... | + \$ 200   | -  |
| 2. Janitor-Mechanics and Driver-Mechanics.....   | + \$ 500   | -  |
| 3. Night foremen at Secondary Schools.....   | + \$ 500   | -  |
| 4. Janitor in charge of one Janitor building.....  | + \$ 420   | + \$ 334   |
| 5. Boiler Specialists.....   | + \$ 1,000                                       | -  |
| 6. Janitor in charge of Elementary Schools with more than one and up to five Janitors.....                   | + \$ 707   | + \$ 347   |
| 7. Janitor in charge of Junior High Schools (except Avenel).....   | + \$ 1,019                                       | + \$ 360   |
| 8. Janitor in charge of Avenel Junior High School.....   | + \$ 1,311                                       | + \$ 372   |
| 9. Janitor in charge of Senior High Schools.....   | + \$ 1,505                                       | + \$ 380   |
| 10. First Class Mechanic.....  | + \$ 1,480                                       | -  |

Note: The ADDED RESPONSIBILITY DIFFERENTIAL and BUILDING INSPECTION - ASSIGNED OVERTIME PROVISIONS shall not be included for purposes of Pension.

(a) Each individual Janitor is to be placed on his proper step of the salary guide.

(b) Night Shift Differential

In addition to the established wage rates, the employer shall pay an hourly premium to janitorial employees for each hour worked on scheduled shifts as follows:

Shift 2: 3:00 p.m. to 11:00 p.m. and 4:00 p.m. to 12:00 a.m. - 20¢/hour.

Shift 3: 11:00 p.m. to 7:00 a.m. and 12:00 a.m. to 8:00 a.m. - 30¢/hour.

Hourly workers whose work shift commences between 3:00 p.m. and 12:00 Midnight shall also receive 20¢/hour. No premium shall be paid for 1st shift work.

2. HOURLY DRIVERS RATE OF PAY

A. Years of Service

- 1. Starting Rate.....\$ 2.82/hour
- 2. Second Year.....\$ 2.92/hour
- 3. Third Year.....\$ 3.03/hour
- 4. Fourth Year and thereafter.....\$ 3.08/hour

3. TWELVE-MONTH CUSTODIANS HOURLY RATE OF PAY

A. Years of Service

- 1. Starting Rate.....\$ 2.82/hour
- 2. Second Year.....\$ 2.92/hour
- 3. Third Year.....\$ 3.03/hour
- 4. Fourth Year and thereafter.....\$ 3.08/hour

4. THE HOURLY RATE OF PAY FOR CAFETERIA EMPLOYEES SHALL BE AS FOLLOWS:

A. Senior High Schools

- 1. Cook Manager.....\$ 3.17-\$ 3.64
- 2. Assistant Cook.....\$ 2.92-\$ 3.40
- 3. Baker.....\$ 2.92-\$ 3.40

B. Avenel Junior High School

- 1. Cook Manager.....\$ 2.92-\$ 3.40
- 2. Assistant Cook.....\$ 2.68-\$ 3.15
- 3. Baker.....\$ 2.68-\$ 3.15

C. Junior High Schools and #11

- 1. Cook Manager.....\$ 2.68-\$ 3.15
- 2. Assistant Cook.....\$ 2.44-\$ 2.91
- 3. Baker.....\$ 2.44-\$ 2.91

- D. General Cafeteria Employees.....\$ 2.13-\$ 2.61
- E. Increments.....15¢ increment yearly  
until maximum is reached

5. THE ANNUAL PAY FOR TEN-MONTH HOURLY CAFETERIA WORKERS AND HOURLY DRIVERS SHALL BE DISBURSED AS FOLLOWS:

First check in September to be for five work days pay and equal payments thereafter based on 180 work days except that the final pay in June will be computed as follows:

1. Total days worked in the year plus (+) 10 holidays.
2. Total days pay earned less (-) days paid through June 15.
3. Net days to be paid in final check.

6. HOURLY EMPLOYEES OVERTIME

Overtime will be paid at time and one-half in accordance with state labor laws.

7. JURY DUTY

The Employer will pay an employee's proportionate normal salary while the employee is on jury duty, provided the employee presents an official court certificate to the Employer.

8. WORK FORCE CHANGE

The Employer has the right to transfer an employee where and when necessary providing there is no discrimination or personal animosity involved. In the event of a reduction in the work force, it will be according to seniority within each job category based upon district seniority.

9. PAY DAY

The Employer shall pay his employees twice a month; the 15th day of each month, and the last working day of the month.

10. TEMPORARY ASSIGNMENT

If an employee is temporarily assigned as substitute for a higher paying position for a period of more than five days, he shall be paid the rate of pay for that position from the sixth day until relieved.

-ARTICLE V

VACATIONS - FULL-TIME TWELVE-MONTH EMPLOYEES

1. Twelve-month employees with less than five (5) years of continuous service shall be granted ten (10) work days' vacation per year with



- pay; employees in their first year of service shall have such vacation time prorated according to their amount of service time.
2. Three (3) weeks after five (5) years continuous service from date of hire.
  3. Four (4) weeks after fifteen (15) years continuous service from date of hire.
  4. The janitor in charge shall prepare a vacation schedule for custodial personnel within his building. He shall check summer use schedules to make certain that buildings are properly covered; he shall make summer use assignments on or before April 1. Schedules shall be submitted to the Supervisor of Buildings and Grounds for approval.
  5. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.
  6. In case of layoff, discharge, or retirement from Board employment and having a minimum of six months prior employment, such employee shall be given prorated vacation pay.
  7. For purposes of calculating due vacation time, a person's date of employment shall be governed by his first day of employment as reflected in the payroll records.
  8. If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one additional work day.

#### ARTICLE VI

##### A. HOURS OF WORK - FULL-TIME TWELVE-MONTH EMPLOYEES

1. Regular Hours - The regular hours of work each day shall be conse-

cutive, except for interruption for lunch periods. Reference to consecutive hours of work in the balance of this Article shall be construed generally to exclude lunch periods.

2. Work Week - The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, but third work shift(s) hours commencing before midnight on Sunday, or after midnight on Friday, shall be considered as part of the regular work week for purposes of this contract.
3. Work Days - Eight (8) consecutive hours of work within the 24 hour period shall constitute the regular work day. (Some custodians may be assigned less than eight (8) hours per day per present practice.)
4. Work Shift - Eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time.
5. Work Schedule - Work schedules showing the employee's shifts, work-days, and hours shall be posted in his respective school.
6. Lunch - All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.
7. Wash-Up - All employees shall be granted a ten (10) minute personal cleanup period prior to the end of each work shift. Work schedules shall be arranged so employees may take advantage of this provision. The employer shall make the required facilities available.

B. HOURS OF WORK - HOURLY TEN (10) MONTH EMPLOYEES

1. Regular Hours - The regular hours of work each day shall be consecutive and shall be construed generally to exclude lunch periods.
2. Work Week - The work week shall be scheduled between Monday and Friday inclusive.
3. Work Days - Eight (8) consecutive hours (or less, if scheduled) shall constitute the regular work day.
4. Work Schedule - The work schedules showing the employee's shifts, workdays, and hours shall be posted in his respective school.
5. Wash-Up - All hourly employees shall be granted a ten (10) minute personal cleanup period prior to the end of each work shift.

ARTICLE VII

UNION BUSINESS

1. Any one (1) employee elected to any Union office or selected by the Union to do work which takes them from their employment with the employer, shall at the written request of the Union be granted a leave of absence. The leave of absence shall be for one (1) year without pay.
2. Fifteen (15) days collective time per year with pay will be granted for all Union officials and delegates to attend conventions, institutes, or educational conferences with a limit of five (5) days for any one person.

ARTICLE VIII

CALL TIME - FULL-TIME TWELVE-MONTH EMPLOYEES

1. Any employee called to work outside of his regularly scheduled shift shall be paid for a minimum of two hours at the rate of time and one-half.

2. If the call time work assignment and the employee's regular shift overlap, the employee shall be paid the call time rate of time and one-half until he completes two hours work. The employee shall then be paid for the balance of his regular work shift at the appropriate rate.

#### ARTICLE IX

##### OVERTIME - FULL-TIME TWELVE-MONTH EMPLOYEES

1. Rate of Pay - Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.
  - A. Daily - All work performed in excess of eight (8) hours in any work day.
  - B. Weekly - All work performed in excess of forty (40) hours in any work week (except Building Inspection - Assigned Overtime Provision for building checks).
  - C. Before or After Regular Hours - All work performed before or after any scheduled work shift.
  - D. Double Time, Plus Holiday Pay - shall be paid for work on holidays.
  - E. Double Time shall be paid for 7th consecutive day, and on Sundays.
2. Compensatory Time Off - If compensatory time off is used as the method of paying employees for overtime work, the overtime rate of pay shall be one and one-half hours compensatory time for each hour of overtime worked. Overtime shall be in the form of one and one-half time pay or compensatory time at the employee's option. Such time must be taken within thirty (30) days of said

overtime work.

3. Distribution - Overtime work shall be distributed equally to employees working within the same job classification. The distribution of overtime shall be equalized over each sixth month period beginning on the first day of the calendar month following the effective date of this Agreement, or on the first day of any calendar month after this Agreement becomes effective. On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his credit at the time. If this employee does not accept this assignment, the employee with the next fewest number of overtime hours to his or her credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. A record of the overtime hours worked by each employee shall be available on request of the Union president.
4. Overtime Assignment - Overtime work shall be voluntary except in emergencies. There shall be no discrimination against any employee who declines to work overtime. Approved overtime shall be authorized by the Superintendent or his appointed designee(s) in accordance with Board policy.
5. P.T.A. and P.T.O. Meetings - All janitorial personnel are to be paid at the established overtime rate for all P.T.A. and P.T.O. meetings, unless such meetings are within the prescribed work day, or work week.
6. Extra-Curricular Activities - Any activity which requires the assigned work of a janitor to continue into any part of an additional hour, then

such janitor shall be compensated an additional hour of pay.

ARTICLE X

SENIORITY - DEFINITION

1. Seniority means an employee's length of continuous service with the employer since his or her date of hire.
  - A. Seniority Lists - A seniority list showing the continuous service of each employee will be available to the local union (president) on request.
  - B. Breaks In Continuous Service - An employee's continuous service record shall be broken when he leaves the payroll for any reason other than an authorized leave of absence.
  - C. Work Force Change - The term promotion, as used in this provision, means the advancement of any employee to a higher paying position. Whenever a job opening occurs - in any existing job classification - a notice of such opening shall be posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for the open position or job may do so. The application shall be in writing and it shall be submitted to the employee's immediate supervisor. The employer shall fill the opening by promoting from among the applicants the employee with the longest continuous service if ability and merit are equivalent.
  - D. Layoff - In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the reverse order of their seniority.
  - E. Recall - Employees shall be recalled from layoff according to their seniority within the job classification being laid off.

No substitute employees shall be hired until employees on layoff status have been given the opportunity to return to their job(s).

F. Discipline - Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

G. Discharge

1. The employer shall not discharge any employee without just cause. If, in any case, the employer feels there is just cause for discharge, the employee involved will be suspended for five days. The employee and his steward will be notified in writing that the employee has been suspended and is subject to discharge. The Union shall have the right to take up the suspension and/or discharge as a grievance at the second step of the grievance procedure and the matter shall be handled in accordance with Title 18A. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

2. Discharge of a tenured employee by the Board of Education may be appealed to the Commissioner of Education in accor-

dance with Title 18A. If determination by the Commissioner is that such employee's discharge is invalid, then he shall be returned to duty with full salary compensation.

- H. Job Tenure - Janitors and hourly custodians under the bargaining unit shall gain job tenure upon completion of employment with his employer of three years and one day.

## ARTICLE XI

### DUTIES OF EMPLOYMENT

1. Work Duties - In accordance with Chapter 303, proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the Union before they are established.
2. Informing Employees - The employer further agrees to furnish the Union with a copy of all new duties thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.
3. Enforcing - Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

## ARTICLE XII

### GRIEVANCE PROCEDURE

Grievances arising out of the provisions of this Agreement shall be governed by the following:

Definition - A grievance shall mean a complaint by any employee represented by this Agreement (1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions



of this Agreement between the Union and the Board of Education or (2) that in so far as matters covered by the Agreement, he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, except that the term "grievance" shall not apply to any matter as to which the Board of Education is without authority to act. A right to grieve through a grievance procedure is open to all employees in the bargaining unit.

As used in this article, the term "employee" shall also mean a group of employees having the same grievance, or the Union. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) calendar days of its known occurrence.

An employee represented by this Agreement with a grievance shall first discuss it with his immediate superior either directly or through the Union's designated representative with the objective of resolving the matter informally.

Should any dispute arise concerning members of this Union, the chief steward or the president may visit the site of the dispute when properly relieved from their place of duty by the Supervisor of Buildings and Grounds.

If the employee represented by this Agreement submitting the grievance is not satisfied with the disposition of his grievance, after having discussed it with his immediate superior or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance within five (5) school days to the Superintendent of Schools.

If the person submitting the grievance is not satisfied with the disposition of his grievance by the Superintendent, or if no decision

has been rendered in writing within ten (10) school days after the grievance was delivered to the Superintendent, he or she may request in writing, that the Union submit the grievance within fifteen (15) school days to the Board of Education. The Board or a committee thereof shall review the grievance and shall hold a hearing with the employee and render a decision in writing within fifteen (15) calendar days of receipt of the grievance by the Board or the date of the hearing with the employee whichever comes later. If the employee represented by this Agreement submitting the grievance is not satisfied with the decision of the Board, the employee represented by this Agreement may, if agreed by the Union, submit the grievance to arbitration.

Binding arbitration shall take place when requested after action by the Board of Education. The following procedure will be used to secure the services of an arbitrator:

1. Either party may request the American Arbitration Association in accordance with its rules to submit a list of persons qualified to function as an arbitrator in the dispute in question.
2. Either party may request a second list of arbitrators if the first list is unsatisfactory to it. In the event that no arbitrator is selected from the second list, the American Arbitration Association shall designate an arbitrator in accordance with its rules. The parties will arrange to have arbitration meetings held at times which will not interfere with normal operation of the schools whenever possible.

The arbitrator shall limit his recommendations strictly to the application and interpretation of the provisions of this Agreement and he shall be without power or authority to make recommendations contrary

to or inconsistent with the terms of the Agreement or of applicable law, rules or regulations having the force and effect of law.

The recommendation of the arbitrator shall be binding. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within thirty (30) days of completion of the arbitrator's hearings.

The arbitrator's fee shall be shared equally by the parties to the dispute.

Any aggrieved person may be represented at all levels of the grievance procedure by himself or at his option by a representative selected or approved by the Union.

Acknowledging binding arbitration as the means of resolution for any dispute arising under the terms of this Agreement, the Union and all recognized employees in this bargaining unit shall not cause, engage in, or sanction any strike, slow-down, or other concerted action for the duration of this Agreement because of any dispute or disagreement between the School District, or its representatives, and the Union, or any and all employees, or between any other persons, or other employees or organizations who are not signatory to this Agreement.

#### ARTICLE XIII

##### PAID HOLIDAYS

The following shall be paid holidays for twelve-month janitors and custodians:

New Year's Day  
Lincoln's Birthday  
Washington's Birthday

Labor Day  
Columbus Day  
General Election Day

Good Friday  
Memorial Day  
Independence Day

Veterans Day  
Thanksgiving Day  
Christmas Day

Ten-month hourly employees shall receive proportionate regular pay for ten holidays.

Any ten-month member eligible for at least a second step increment shall receive Labor Day as a holiday.

#### ARTICLE XIV

##### LEAVES

#### 1. ANNUAL SICK LEAVE

Annual sick leave, with full pay, shall be granted in accordance with the following schedules.

##### A. Full-Time Twelve-Month Employees

1. Ten (10) school days with less than five (5) years of continuous service.
2. Twenty (20) days with more than five (5) years, but less than ten (10) years of continuous service.
3. Thirty (30) days with more than ten (10) years, but less than twenty (20) years of continuous service.
4. Forty (40) days with more than twenty (20) years of continuous service.

##### B. Ten-Month Hourly Employees

Ten-month hourly employees shall receive ten (10) sick days only.

##### C. Unused Sick Leave

Unused sick leave days in any school year may be used in subsequent school years for additional sick leave without pay deduction.

The number of accumulated sick days is unlimited, but no more than fifteen (15) days per year may be accumulated. No sick leave entitlement is to accrue to employees while on leave of absence.

D. Requirement of Physician's Certificate

The Board reserves the right to require a physical examination, paid for at Board expense, to certify ability or inability to perform required job functions. If an employee's record indicates possible abuse of sick leave, the Board may also require a physician's certificate for sick leave claimed, in accordance with Title 18A: 30-4.

E. Injury to Employee

An employee injured during employment with his employer shall receive time off with pay for the duration of his injury. Said time off will not be charged to his sick leave.

2. LEAVE FOR DEATH IN FAMILY

A. Up to five (5) days' absence, without pay deduction, will be allowed for death in the immediate family.

B. Immediate family shall mean: Husband, Wife, Children, Father, Mother, Sister, Brother and any other member of the same household.

C. Up to two (2) days absence, without pay deduction, will be allowed for death of near relative.

3. MILITARY LEAVE

Any person who shall enter the Active Military or Naval Service of the United States, or of this state in time of war or an emergency, or pursuant to or in connection with the operation of any system of

Selective Service, shall be granted leave of absence for such service.

4. MATERNITY LEAVE

An employee intending to request maternity leave without pay shall:

- A. Apply for leave within two weeks of confirmation of her pregnancy by her attending physician stating the commencement date of such leave.
- B. Supply the administration with a statement in writing, by her attending physician attesting to her ability to perform her duties satisfactorily.
- C. Advise the administration of her intent to return at least sixty (60) days prior to the post-partum date of such return.
- D. Supply to the administration a statement in writing by her attending physician attesting her ability to resume her duties satisfactorily.

Upon return to duty, the employee shall be guaranteed a position which is equivalent to the position held at the time her maternity leave became effective.

It is understood that a leave of absence for maternity need not be extended to a non-tenured employee beyond the end of the contract year in which that leave is obtained.

Such judgment of the Board concerning reappointment shall not be denied on the basis of pregnancy alone.

ARTICLE XV

HAZARDOUS JOBS.

The Board will pay for all examinations where employees are required to take periodic examinations involving health hazards, on

approval of the Supervisor of Buildings and Grounds.

ARTICLE XVI

COVERALLS

Coveralls will be paid for by the Board of Education for men on the boiler cleaning detail only, and up to four sets per man per year.

ARTICLE XVII

MEETINGS

The Board agrees to meet with the Union whenever necessary.

ARTICLE XVIII

HOSPITALIZATION

The employer shall pay the full hospitalization coverage, including major medical-surgical for the employee and his dependents, under terms set forth in the policy issued for the employees; cafeteria employees shall be eligible for such coverage after ninety (90) work days in accordance with the terms of the employer's policy for inclusion.

ARTICLE XIX

DURATION OF AGREEMENT

1. This Agreement shall be effective as of July 1, 1973, and shall continue in effect to and including June 30, 1974. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the above date.
2. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968, State of New Jersey, in a good faith effort to reach an agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than April 1, 1974.

ARTICLE XX

MISCELLANEOUS PROVISIONS

1. All janitors agree to do minor maintenance work.
2. All janitorial overtime required for the use of a District facility shall be recommended by the Administrator in charge of such facility and subject to approval by the Assistant Superintendent for Business Affairs.
3. All other necessary and emergency overtime shall be approved by the Assistant Superintendent for Business Affairs after recommendation of the Supervisor of Buildings and Grounds.
4. First shift personnel shall be scheduled to work four (4) hours on the last working day prior to Christmas; second and third shift personnel shall be scheduled to work four (4) hours on this day. If a full day of school is scheduled for this day, another day shall be scheduled in its place.
5. If a paid holiday, per Article XIII, falls on a Saturday or Sunday, then the following Monday shall be recognized as a holiday if school is not in session. In cases where the school is in session, compensatory time will be given during the school year as scheduled by the administration.
6. Uniforms - The District shall provide two (2) sets upon initial employment, and thereafter the District shall provide one (1) designated District uniform each year to personnel required to wear such uniforms when on duty or representing the District.
7. All newly hired janitorial personnel shall obtain a Black Seal Firemens' License at the first available opportunity. Classes will be arranged for through the Board of Education Personnel and



the candidates for license will be notified of the time and place where classes will be held. Failure to obtain such license shall be grounds for dismissal, or the withholding of all future salary increments until the license can be obtained. The Superintendent of Schools may recommend the waiving of this requirement under extenuating circumstances and with Board approval.

8. All personnel shall be expected to proceed through proper channels within the framework of the school district on any informal grievance and/or complaint before relating such complaint to any aspect of the community.
9. All janitorial, custodial, cafeteria and transportation personnel may be required to participate in a maximum of twenty (20) clock hours of in-service training during each school year, such programs to be scheduled during selected work hours.
10. All references to male shall be understood in this Agreement to mean female also.
11. This Agreement constitutes the total understanding of both parties to these negotiations.
12. Personal Leave - Each employee shall be entitled to a maximum of three (3) nonaccumulative personal days each year for personal business which cannot be effectuated outside the work day, and shall request such days in writing, providing the administration with the reason for said request. Such approval, if granted, shall also be in writing by the administration. These days shall not be taken during the first or last five (5) days of the school year or on a day before or after a holiday or recess. Personal leave shall be requested at least two working days prior to the day(s) requested.

13. When Board supplied transportation is not available, and where no other provisions for payment are stipulated, personnel who are required to use their own automobiles for school business, and have received prior approval, shall be compensated at the rate of 11¢ per mile.

## ARTICLE XXI

### EVALUATION PROCEDURES

1. Annual Reports - All personnel shall be evaluated on prescribed forms at least once each school year by June 1st. A conference shall be held with each person prior to submission of the results of such evaluation to the Superintendent of Schools. If the employee is dissatisfied with the result of this conference, he shall be provided the opportunity for another conference accompanied by a union representative, if he so desires. The employee must advise the administration in writing of his desire for this second conference within five days of the original conference.
2. Maintenance of Skills - All personnel shall be expected to maintain a satisfactory and an acceptable level of their skills and expected proficiencies as designed by their classification and their official appointment to the same.
3. Eligibility for Annual Increment - Satisfactory performance shall be required for eligibility for the annual increment or further salary advancement to be determined through annual evaluations by the Supervisor of Buildings and Grounds, with the assistance of the Assistant Superintendent for Business Affairs and the Assistant Superintendent for Personnel and recommended to the Superintendent of Schools for approval. Personnel may request a meeting with the

Personnel Committee of the Board for review if increment is not recommended or granted for the following year, or file a formal grievance, if so desired.

The Superintendent of Schools may recommend a bonus to worthy personnel in recognition of outstanding service to the District for approval of the Board of Education.

4. PROBATIONARY PERIOD

All new personnel shall have to serve a three (3) year probationary period. Written evaluations shall be prepared on all employees in a probationary status at the end of six (6) months, and at the end of each school year, and submitted by the immediate supervisor to the Supervisor of Buildings and Grounds, the Assistant Superintendent for Business Affairs and the Assistant Superintendent of Personnel. Satisfactory growth and performance must be in evidence in order for the individual to continue and/or be recommended for permanent status. Discontinuance of employment during the probationary period may occur upon a thirty (30) day notice to the employee.

ARTICLE XXII

PHYSICAL EXAMINATIONS

1. The Board may provide the following health examinations:
  - A. Physical examination every two years,
  - B. Chest X-Ray every year,
  - C. Annual flu shots (if desired),
  - D. All personnel may be required to submit to a physical examination once every two years, by October 1 of the school year; such examination to include satisfactory chest

X-Ray. Examinations may be given by the District School Physician, but upon request the use of a personal physician must be approved by the Assistant Superintendent for Personnel. The district may require an examination by the District School Physician if in the best interests of the District.

2. New Personnel

All new personnel to the District shall be required to pass a physical examination and chest X-Ray before they may begin employment. An additional examination and X-Ray may be required for promotional appointment. Cafeteria and janitorial personnel may be required to satisfactorily pass physical examinations each year.

ARTICLE XXIII

REPORTING FOR WORK

1. All personnel shall call their supervisor or foreman prior to 7:30 a.m. to report their unavailability for work. All unexpected tardiness shall be reported as soon as possible, prior to the beginning of the day.
2. Personnel who travel any distance from their home to their assigned school, shall be expected to anticipate an extended time for their travel when weather requires it so as to arrive to work at the prescribed time.

ARTICLE XXIV

ASSIGNMENTS, TRANSFERS, AND PROMOTIONS

1. RIGHT TO TRANSFER PERSONNEL

The Superintendent of Schools shall have the right to assign, to

reassign, or to transfer all employee personnel as he may deem necessary for the best interests of the District providing there is no discrimination or personal animosity involved.

2. JOB TRANSFERS

Job transfers necessitated in the specific cases of vacancy or increase in the number of employees per shift shall be posted and opportunity provided for employees to apply. If selection for such job opening is not given to the most senior man, then a liaison conference between two (2) Union representatives and members of the Administration will be arranged to discuss the reasons for such selection.

3. RIGHT TO REQUEST A TRANSFER

Personnel desiring a change of assignment may request such change any time during the school year. The Superintendent of Schools shall determine whether the transfer shall be made and whether such change will benefit the District. If the request for transfer is denied by the Superintendent, or his designee, then the employee shall be granted a conference.

4. PROMOTIONS

- A. Janitorial personnel shall not be appointed to a higher paying position until after he has acquired tenure of office.
- B. If a cafeteria employee is promoted to a position with a higher pay scale range, then such promotion shall not result in a lesser pay than the employee was receiving in his previous position.

5. SALARY SCALE PLACEMENT

Personnel who work at least 100 days between July 1 and June 30 shall be eligible for placement on the next appropriate step of their salary range for work commencing after July 1 of the following year.

ADDENDUM TO CONTRACT BETWEEN THE WOODBRIDGE TOWNSHIP BOARD OF EDUCATION AND LOCAL #2293, AFSCME, COUNCIL #73, AFL - CIO  
JULY 1, 1980 to JUNE 30, 1982

AGENCY SHOP

Effective July 1, 1981, any employee in the bargaining unit on the effective date of this agreement who does not join the union within thirty (30) days thereafter; any new employee who does not join within ninety (90) days of initial employment within the unit, and any employee previously employed within the unit who does not join within ten (10) days of reentry into employment within the unit shall, as a condition of employment, pay a representation fee to the union by automatic payroll deduction effective as of the date dues for membership would have been owed and payable had the employee joined the union. The representation fee shall be in an amount equal to eighty-five percent (85%) of the regular union membership dues, fees and assessments as certified to the employer by the union. The union may revise its certification of the amount of the representation fee at any time to reflect changes in the regular union membership dues, fees and assessments. The union's entitlement to the representation fee shall continue beyond the termination date of this agreement so long as the union remains the majority representative of the employees in the unit, provided that no modification is made in this provision by a successor agreement between the union and the employer. For the purposes of this provision, employees employed on a ten (10) month basis or who are reappointed from year to year shall be considered to be in continuous employment.

The union shall indemnify and hold the employer harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses, that may arise out of or by reason of any action taken or not taken by the employer in conformance with this provision.

BOARD OF EDUCATION, TOWNSHIP OF WOODBRIDGE, NEW JERSEY

By Joseph A. Brunelli (President)

By J. C. Colvill (Secretary)

LOCAL #2293, COUNCIL No. 73, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL - CIO

By Frank J. Kasinski (President)

By Thomas Koehn (Secretary)

DATE 7/1/81

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