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A G R E E M E N T

Essex County

Between:

THE BOARD OF EDUCATION OF THE TOWNSHIP  
OF MILLBURN, NEW JERSEY,

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

July 1, 1975 - June 30, 1977

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## A G R E E M E N T

This Agreement made and entered into this 27th day of January, 1975, between the BOARD OF EDUCATION OF THE TOWNSHIP OF MILLBURN (hereinafter called the "Board"), located at 434 Millburn Avenue, Millburn, New Jersey, 07041, and COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO (hereinafter called the "Union"), located at 355 Chestnut Street, Union, New Jersey, 07083:

### ARTICLE I - PURPOSE

The Board and the Union have entered into this Agreement for the purpose of establishing conditions under which employees, as hereinafter defined, shall be employed to work for the Board and procedures for the presentation and resolution of grievances, and for the purpose of regulating the mutual relations between the Board and said employees with a view to promoting and insuring harmonious relations and cooperation.

### ARTICLE II - RECOGNITION

The Board recognizes the Union as the exclusive bargaining agent within the purview of Chapter 303 of the Laws of 1968 with respect to the terms and conditions of employment for a unit of non-professional employees consisting of supervising custodians (previously known as head custodians of elementary schools and the Education Center), custodians, groundsmen and maintenance employees, exclusive of the head groundsman, the head custodian and assistant head custodian in the senior high school, the head custodian and assistant head custodian in the junior high school and such other management personnel as may be employed by the Board.

### ARTICLE III - UNION SECURITY

(a) It shall be a condition of employment that all employees covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on or after the sixtieth (60th) day following the beginning of such employment, become and remain members in good standing in the Union.

(b) The Board shall not retain in employment any persons who shall, under the provisions of subparagraph (a) above, be required to become a member of the Union unless such person is a member in good standing. Upon notification by the Union that any such person is not a member in good standing, the Board shall advise such person that he is not in good standing and that unless he becomes a member in good standing within ten (10) days he shall be discharged. In the event that such person does not become a member in good standing within ten (10) days from the mailing of a notice to him, he shall be discharged.

(c) For purposes of this ARTICLE III, a person shall be considered to be a member in good standing of the Union unless such person is deficient in the payment of his Union Dues and assessments uniformly applied.

### ARTICLE IV - DUES CHECK-OFF

The Board agrees to deduct from the pay of each employee who furnishes a written authorization for such deduction in a form acceptable to the Board, during each calendar month, the amount of monthly Union Dues. Dues shall be \$5.00 per month or such other amount as may be certified to the Board by the union at least thirty (30) days prior to the month in which the deduction of Union Dues is to be made. Deduction of Union Dues made pursuant hereto shall be remitted by the Board to the Union, c/o Secretary-Treasurer, Communications Workers of America, AFL-CIO, 1925 K Street, N.W., Washington, D.C. 20006, by the tenth (10th)

day of the month following the calendar month in which such deductions are made, together with a list of employees from whose pay such deductions were made. A copy of such list shall also be delivered to the local Union president.

#### ARTICLE V - GRIEVANCE PROCEDURE

A. 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 employees as a result of the interpretation, application or violation of this Agreement between the Board and the Union.

B. 1. A "grievance" shall mean a complaint by an employee that there has been as to him a violation, misinterpretation, or inequitable application of any of the provisions of this Agreement between the Board and the Union.

2. The term "grievance", and the procedure relevant thereto, shall not be deemed applicable in the following instances:

- (a) The dismissal by the Board of a probationary employee;
- (b) In matters where a method of review is exclusively mandated by law, or by any rule, regulation or by-law of the State Commissioner of Education or the State Board of Education;
- (c) In matters where the Board is without authority to act; and
- (d) In matters involving the sole and unlimited discretion of the Board as set forth in Article XVII hereof.

C. 1. (a) An employee having a grievance shall present it, in writing, to his immediate supervisor within ten (10) working days after the occurrence of the event from which the grievance arises. For purposes of this Article: The immediate supervisor of each custodian assigned to the Senior and Junior High Schools shall be the Head Custodian; the immediate supervisor of each custodian assigned to an elementary school shall be the principal of that elementary school; the immediate supervisor of all other personnel shall

be the director of buildings and grounds.

(b) The grievance shall set forth the events giving rise to the grievance, the provision of the Agreement thought to have been violated, misinterpreted, or inequitably applied and the desired remedy. An answer shall be given by the immediate supervisor in writing within five (5) working days of the presentation of the grievance. A copy of all written grievances and written answers shall be submitted by the immediate supervisor to the employee and the Business Administrator, who in turn shall submit a copy to the Union.

2. If the employee is not satisfied with the answer received, or if an answer is not received, the grievance, in writing, shall be signed by the employee and presented to the Business Administrator within five (5) working days from the expiration of the time period provided in paragraph 1 hereof. The Business Administrator shall, within five (5) working days of the receipt of the written grievance, arrange a meeting with the employee. The employee may elect to have a Union representative present at the meeting. The Business Administrator shall give to the employee and the Union a written answer to the grievance within five (5) working days after the date of such meeting.

3. If the employee is not satisfied with the written answer resulting from the preceding step, or if an answer is not received, the employee shall within five (5) working days following the expiration of the time period provided in the preceding step submit a written request to the Business Administrator for a hearing of the grievance by the Board at its next scheduled Conference Meeting following the receipt of the request or, in any event, not later than fifteen (15) working days following the receipt of the request by the Business Administrator. The Business Administrator shall schedule a meeting for the hearing of the grievance and shall advise the employee and Union of the time, date and place of the meeting not less than five (5) days prior to the scheduled meeting date. The President of the Board, or such person as may be acting as

President, shall within five (5) working days following the hearing submit an answer to the employee and the Union.

4. (a) If the employee is not satisfied with the written answer resulting from the preceding step or if no answer is received, the Union may within five (5) working days following the expiration of the time period set forth in the preceding step submit a written request to the Business Administrator to refer the grievance to advisory arbitration before an arbitrator, mutually agreeable to the Board and to the Union, who shall be selected from the list of the American Arbitration Association.

(b) In the event that a grievance is taken to arbitration, all proceedings shall be governed by the rules and regulations then pertaining of the American Arbitration Association respecting the arbitration of labor grievances. The compensation of the arbitrator and the expenses of the arbitration shall be shared equally by the Board and the Union. The Arbitrator shall issue a written opinion to the Board, the Union and the employee setting forth his decision respecting the grievance. Upon the receipt of the Arbitrator's decision, the Board and the Union will meet at a Conference Meeting of the Board and discuss the Arbitrator's decision. Following such meeting, the Board's resolution of the grievance shall be final.

(c) Should any party to the arbitration request a transcript, the cost thereof shall be borne solely by the party requesting it. The Arbitrator shall not have the power to alter, amend, add to or revise any portion of this Agreement.

D. Saturdays, Sundays and holidays, as identified in this Agreement, shall not be considered working days in the computing of the time provided for in the foregoing. Any written decision or written answer to a grievance made at any step which is not appealed to the succeeding step within the time limits provided, or within such additional period of time as may be mutually agreed upon in writing, shall be considered final settlement and such settlement shall be binding upon all parties.

E. Any employee shall be entitled to the assistance of a Union officer or representative in all steps of the foregoing grievance procedure. An employee shall not lose pay for time spent during his regular working hours at the foregoing steps of the grievance procedure. In the event that it is necessary to require the attendance of other employees during any of the above steps, such employees shall not lose pay for such time.

F. The number of days indicated at each level of the grievance procedure shall be considered as a maximum and every effort should be made to expedite the process.

G. Nothing herein contained shall be construed as limiting the right of an employee having a grievance to discuss the matter informally with his immediate supervisor.

#### ARTICLE VI - SENIORITY

A. Seniority for the purpose of this Article shall be based upon the employee's most recent continuous length of service with the Board.

B. All employees shall be considered probationary employees for the first six (6) months of their employment. Probationary employees may be disciplined or terminated at any time for any reason whatsoever at the sole discretion of the Board and they shall not be entitled to utilize the provisions of the Grievance Procedure. Upon completion of such probationary period, their seniority will be dated as of the date of the commencement of their employment. In the event that two (2) employees commence their employment on the same date, their respective seniority shall be determined by the alphabetical order of their last names, and if their last names are the same, then by the alphetetical order of their first names.

C. The Board shall maintain a seniority list of employees, copies of



which shall be furnished to the Union. The Board shall furnish to the Union the names of new employees hired not later than fifteen (15) days following the date of their employment.

D. An employee's seniority shall cease and his employee status shall terminate for any of the following reasons:

1. Resignation or retirement
2. Discharge for cause.
3. Continuous layoff for a period exceeding six (6) months.
4. Failure to report to work for a period of two (2) consecutive scheduled working days without notification to the Business Administrator of a justifiable excuse for such absence.
5. Failure to report back to work immediately upon expiration of vacation, leave of absence or any renewal thereof unless return to work is excused in advance by the Business Administrator.
6. Conviction of an offense for which a sentence of death or imprisonment in excess of a term of six (6) months is authorized by the New Jersey Criminal Code.
7. Failure to comply with the provisions of Article VIII, Section E (boiler licensing).
8. Falsification of sign-in or sign-out records as provided in Article VII, Section E.

E. When the Board decides to reduce the number of employees in any particular job title, irrespective of the school to which the employee is assigned, the employee or employees in such job title with the least seniority shall be laid off first.

F. Employees shall be recalled for work from lay-off in the order of their seniority, provided that they have evidenced the requisite qualifications and ability to perform the work available. Employees continuously laid off for a period of six (6) or more months shall not be entitled to recall.

G. 1. As a matter of policy, the Business Administrator acting for the Board will endeavor to fill permanent job openings by promoting employees from the next lower rated job title in the bargaining unit where such employees have the required qualifications and ability to perform the work. Where there are two or more employees with equal requisite qualifications and ability to perform the work, the employee with the greatest seniority in the bargaining unit will be promoted.

2. Permanent job openings shall not be deemed to occur when a vacancy exists at a particular job level until all employees at that job level have had the opportunity to transfer to fill the vacancy within five (5) days following the posting of notice of vacancy.

3. A permanent job opening or vacancy in the bargaining unit shall be posted on appropriate bulletin boards for a period of five (5) calendar days. During such period of time as a permanent job opening or vacancy shall be posted, a temporary job opening with respect to the position posted shall be deemed to exist. The Business Administrator shall have the right, in his discretion, to fill any temporary job opening, by transfer or otherwise, until such time as it may be permanently filled. In the event that a permanent job opening is not filled within five (5) days of the posting of a notice, the Business Administrator may, in his discretion, fill such permanent job opening or vacancy.

4. Each employee who is promoted shall serve a probationary period of six (6) months in his new post. The probationary period shall be extended so as to include the summer months in each case wherein the summer months are not included within the six (6) month probationary period. The probationary period for purposes of this paragraph shall relate solely to the performance of the employee in the position to which he is promoted; in all other respects the employee shall retain all rights accrued under this Agreement.

H. 1. Overtime at each school and the Education Center shall be assigned in accordance with a seniority list which shall set forth the names of the employees of each particular school and the Education Center in order of their seniority. The first overtime assignment at any particular location shall be assigned to the most senior employee on the seniority list for that location. If the most senior employee is unwilling to accept the overtime assignment, the next most senior employee shall have the opportunity to accept that assignment. Overtime assignments will proceed down the seniority list. If an employee to whom an overtime assignment has been offered shall decline to accept that assignment, he will be passed and will not be offered any other overtime assignment until his turn is reached again. If an employee is offered an overtime assignment and is unable to perform the assignment because he is unqualified to do the work assigned, he will be offered the next overtime assignment. During the heating season (October 1 through April 30), only custodians holding a valid black seal license shall be eligible to work overtime at times when only one custodian is required for the work involved. In such cases, the custodian not holding the license will be passed and will not be offered any other overtime assignment until his turn is reached again. Groundsmen and maintenance men will maintain their own seniority list to which the above rules will also apply. In the event that all employees who are offered a particular overtime assignment decline to accept that assignment, the least senior employee who was offered the assignment shall be obligated to accept it. Refusal to accept such an assignment shall be grounds for discipline.

2. Non-union supervisory custodians, defined as the head custodians and assistant head custodians in the Senior and Junior High Schools and the head groundsman, shall participate in the same system of rotation for the

assignment of overtime as applies to employees covered by this Agreement as described in the previous paragraph. Rotation of overtime assignments for non-union supervisory custodians, however, may be set aside when, in the sole judgment of the Business Administrator, extenuating circumstances exist.

3. Employees covered by this Agreement shall not be required to accept overtime assignments except for building and boiler checks and for unforeseen emergencies on the following days: Thanksgiving, Christmas Eve, Christmas, New Year's Eve, New Years, Good Friday and Easter. The Board shall discourage the use of school facilities on these days.

I. Temporary or part-time help employed by the Board shall not be subject to the provisions of this Agreement, and shall not acquire any rights hereunder. Temporary employees shall be those who work less than four (4) continuous months during any calendar year. Part-time employees shall be those who work less than an average of twenty (20) hours per week.

#### ARTICLE VII - HOURS OF WORK

A. The normal work week shall consist of five (5) days from Monday to Friday, inclusive.

B. The normal work day shall commence at 7:00 o'clock a.m. and shall end at 4:00 o'clock p.m., with a one hour lunch period. The Board may, at its discretion, assign members of the Bargaining Unit to work a day which shall commence at an hour other than 7:00 o'clock a.m., provided, however, that the principle of seniority shall apply. Each employee shall be offered the opportunity to commence his work day at a time other than 7:00 o'clock a.m. in order of seniority. In the event that all employees should decline to commence their work at an hour other than 7:00 o'clock a.m., assignment shall be made on the principle of inverse seniority and the least senior employee

or employees shall be assigned to such work day. This provision shall be effective as of July 1, 1972 and will not work a change of shifts in existence as of July 1, 1972.

C. The number of employees assigned to that shift which commences at 9:30 o'clock a.m. shall not exceed eight employees unless there shall be an expansion of the physical facilities subsequent to July 1, 1972.

D. Should the Board institute a shift which commences on or after 3:00 p.m., each employee assigned to such a shift shall, in addition to his regular pay provided in ARTICLE VIII hereof, receive an additional forty dollars (\$40.00) per month of such shift work.

E. 1. On days when schools are closed for teachers and pupils because of snow conditions, employees covered by this Agreement may be excused after completion of five (5) hours of the regular eight (8) hour work day (exclusive of any early call-in time for snow removal) provided:

- (a) All snow removal activities at the assigned school are complete,
- (b) All normal and scheduled custodial work is complete, and
- (c) The snow removal and custodial work covered in (a) and (b) have been inspected and approved as being complete by the Director of Buildings and Grounds or his designee.

2. If an employee is required to perform other snow or emergency work elsewhere in the school district after having received the approval of the Director of Buildings & Grounds as provided above, the employee shall be compensated for such work for the period up to the end of the employee's normal work day at the rate of one-half ( $\frac{1}{2}$ ) times the employee's regular pay rate plus the regular day's pay.

F. The use of a sign-in and sign-out procedure shall be limited to those employees; in the judgment of the Business Administrator, the responsible School Principal, and/or, in the case of the Senior and Junior High Schools, the head custodian; who have evidenced abuse of the work hours. The use of a sign-in and sign-out procedure shall be limited to a period of ninety (90) days.

ARTICLE VIII - WAGES

A. Effective July 1, 1975, the wages for the various job categories shall be set and paid in accordance with the following wage scale:

	<u>GROUP I</u> Supervising Custodians & Maintenance men (1)	<u>GROUP II</u> Custodians & Groundsmen (2)	
		<u>12 month</u>	<u>10 month (3)</u>
Start	8,700.	7,750.	5,735.
1	9,100.	7,950.	5,885.
2	9,500.	8,150.	6,030.
3	9,900.	8,550.	6,325.
4	10,300.	9,000.	6,660.
5	10,700.	9,500.	7,030.

Note (1) Group I includes the head custodians of all elementary schools and of the Education Center, the painters and maintenance men. Those supervising custodians & maintenance men whose 1974-75 salary is above the 1975-76 wage guide shall receive no increase for 1975-76.

Note (2) Group II shall include all custodians and groundsmen not enumerated in Note 1 above.

Note (3) A ten month custodian shall work 184 days. The 10 month Group II wage schedule provides pay in lieu of vacation. Ten month Group II employees are not entitled to vacation time off under the provisions of ARTICLE IX, paragraph A hereof.

B. The initial placement of a new employee on the Wage Scale may be up to and including Step 2 of the respective wage Group depending on past creditable experience. If a new employee is placed on the Wage Scale at other than the "Start" step, the Business Administrator shall notify the Union of the action and the reason for such placement.

C. Unsatisfactory work performance may be grounds for withholding a wage increase provided in this contract. Such increase may be withheld for a period up to ninety (90) days during which time the employee will be given the opportunity to correct the deficiency (ies) and an additional evaluation of his performance will be made. If the deficiency (ies) have been satisfactorily corrected, the wage increase will be restored retroactively. If the deficiency (ies) have not been satisfactorily corrected, the Board may take such additional action as the case may warrant.

D. When an employee is temporarily transferred to a job in a different wage Group, the following rules of compensation shall apply:

(1) When a Group I custodian or maintenance man is temporarily transferred to a non-union supervisory position other than assistant head custodian in the Junior or Senior High Schools, he shall be paid at his normal wage rate for the first four (4) continuous days worked. After the fourth (4th) continuous day worked, he shall be paid for every day worked thereafter, during each period that he is temporarily transferred, at a daily rate based upon his yearly salary as a Group I custodian, plus \$1,000.00.

(2) When a Group II custodian or groundsman is temporarily transferred to the Group I classification, he shall be paid at his normal wage rate for the first day of such work. Should a Group II custodian work continuously for more than one (1) day in a Group I classification, he shall be paid for the work in the higher classification after the first day at a daily rate based upon his yearly salary as a Group II custodian, plus \$950.00.

(3) When an employee is temporarily transferred to a job calling for a lower rate of pay, he shall be paid at the rate of his regular job.

For purposes of this paragraph only, Group II custodians shall be defined as set forth in Note 2 above; Group I custodians shall be defined as set forth in Note 1 above and the assistant head custodians in the Senior and Junior High Schools; Non-Union supervisory custodians shall be defined as the head custodians in the Senior and Junior High Schools and the head groundsman. Non-union supervisory custodians and the assistant head custodians in the Senior and Junior High Schools shall not be members of the Bargaining Unit; however, Group I custodians temporarily assigned to Non-union supervisory positions shall remain members of the Bargaining Unit.

E. 1. As a condition of continued employment, all employees covered by this agreement shall acquire State licensing as qualified firemen (Black Seal) within one year of their date of employment. However, all employees employed prior to July 1, 1972 are exempt from this provision.

2. The Board will reimburse each employee up to \$3.00 per year for the annual Black Seal licensing fee.

#### ARTICLE IX - VACATIONS AND HOLIDAYS

A. Each employee who has been continuously employed for not less than six (6) months nor more than five (5) years as of July 1, 1975 and each succeeding July 1 thereafter, shall receive one (1) day of vacation for each month of continuous previous employment between July 1 and June 30, provided that the total number of vacation days shall not exceed ten(10); employees who have been continuously employed for five (5) years or more as of July 1, 1975 and each succeeding July 1 thereafter shall receive paid vacations in accordance with the schedule set forth below:

AFTER 5 YEARS - 15 DAYS

AFTER 10 YEARS - 20 DAYS



B. 1. Seniority shall prevail in the selection of vacation time off when practicable. Vacations shall normally be taken during June, July and August, subject to the requirements of the work load.

2. Each custodian may apply for vacation time off during the school year under the following conditions:

Vacation time off during the school year shall only be taken while school is in session.

Vacation time off during the school year shall be limited to five (5) continuous days.

Only one employee in the Bargaining Unit may take vacation during the school year at any particular time.

The granting of vacation time off during the school year shall be at the discretion of the Business Administrator, and the refusal to grant vacation time off during the school year shall not be grievable.

3. The selection of time off for vacation is subject to the prior approval of the Business Administrator. Selections of vacation time off shall be submitted, in writing, not less than sixty (60) days prior to the vacation date selected upon forms provided for the purpose of the selection.

C. Employees shall be paid vacation pay before the start of their vacations.

D. 1. During the term of this Agreement, the designated paid holidays shall be July 4th, Labor Day, Thanksgiving, the day after Thanksgiving, the day before Christmas (Christmas Eve), Christmas, New Years (January 1), Washington's Birthday, Good Friday and Memorial Day.

2. In addition to the above holidays, each employee shall be given a credit day for Columbus Day, Lincoln's Birthday and Veterans' Day. The credit

days for Columbus Day and Lincoln's Birthday shall entitle each employee to the two days off when schools are closed for the annual teachers' convention. The credit day for Veterans' Day shall entitle each employee to one additional day off on or subsequent to the occurrence of Veterans' Day. The credit day is to be designated by the employee and is subject to the approval of the Business Administrator. The credit day during any fiscal year must be used by the employee prior to the end of that fiscal year. Each employee shall give not less than five (5) working days' notice of his selection of credit days to his immediate supervisor who shall submit the selection to the Business Administrator.

3. Should a holiday fall on a Saturday, it will be celebrated on the preceding Friday. Should a holiday fall on a Sunday, it will be celebrated on either the preceding Friday or the succeeding Monday, as determined by the Business Administrator. In the event that any holiday should fall on a day when school is in session, it will be celebrated on a day when school is not in session.

#### ARTICLE X - OVERTIME AND CALL-IN PAY

A. The regular work week for employees shall be forty (40) hours. All hours worked in excess of eight (8) hours in any one day or forty (40) hours in any one week shall be paid at overtime rates. Compensatory time off shall not be substituted for overtime pay. The hours of any excused absence with pay under the terms of this Agreement shall be counted as hours worked.

B. Overtime rates shall be as follows: Hours of overtime worked, except on Sundays and holidays, shall be paid at one and one-half (1½) times an employee's regular pay rate; hours of overtime worked on Sunday shall be paid at two (2) times an employee's regular pay rate; hours of overtime worked on holidays will be paid at two (2) times an employee's regular pay rate plus the day's pay for the holiday.

C. Whenever an employee is required to report to work after having discharged his duties during the normal work day, the employee shall be guaranteed a minimum of four (4) hours of work at overtime rates. This provision shall not apply when the overtime hours worked are an extension of the normal work day (whether before commencement or following termination of the work day) or when the overtime work has been scheduled with the employee, as in the case of building rentals.

D. Whenever an employee is requested to work scheduled overtime following the end of his regularly scheduled work day, and there is an interval of one (1) hour or less between the end of his regular scheduled work day and the commencement of the scheduled overtime, and the overtime worked is two (2) hours or more in length, the Board will provide a meal allowance in the amount of \$3.00. If an employee is eligible for the meal allowance provided under the criteria contained in this paragraph, his overtime shall start not less than thirty(30) minutes nor more than one (1) hour after the end of his regularly scheduled work day.

#### ARTICLE XI - BUS DRIVERS

In the event that any employee shall, at the request of the Board, serve as a temporary bus driver, including any familiarization period preceding the actual driving time, such employee shall receive \$1.00 per hour for each hour so served in addition to his normal hourly pay. The Board reserves the right to select those employees who shall serve as temporary bus drivers. The Board shall arrange, at its sole cost and expense, for appropriate training and licensing. The Board and Union will cooperate in the selection of appropriate employees to be trained.

## ARTICLE XII - PAY DAYS

Each employee covered by this Agreement shall be paid his base pay semi-monthly in accordance with the scheduled pay dates of all other employees of the Board. All overtime pay, if any, shall be paid during the month following the month in which it is earned and shall be paid in a single check separate from the employee's base pay.

## ARTICLE XIII - WORK UNIFORMS,

### FOUL WEATHER GEAR

A. The Board will purchase two work uniforms for each employee covered by this Agreement. Each employee shall maintain such uniforms in a suitable and presentable condition. The selection of the type and style of uniforms shall be at the discretion of the Business Administrator. Only the work uniform provided or a similar replacement shall be worn.

B. The Board will purchase foul weather gear consisting of a hood, jacket and trousers of rubberized or other waterproof material for each custodian who requests such gear.

C. The failure to wear the complete uniform for an excessive period of time may result in a conference with the supervisor and a notice placed in the employee's personnel file. Continued failure to wear the complete uniform, after such notice, may result in the withholding of a wage increase as provided in Article VIII, Section C.

## ARTICLE XIV - HEALTH CARE BENEFITS

The Board, at its sole cost and expense, will provide the following health care benefits: Blue Cross, Blue Shield, Major Medical and Rider J health insurance on a family plan basis. If lesser coverage is more appropriate because of employee family status, such coverage will be provided in lieu of the family plan basis.

## ARTICLE XV - LEAVES OF ABSENCE

### A. Sick Leave

1. Each employee shall accumulate one (1) day of sick leave for each full month of his employment within the calendar year. The number of unused days in any year shall be accumulated from year to year, as long as employment is continuous.

2. Extra sick leave in cases of extended illness when all accumulated sick leave has been exhausted shall be as follows: 5 days for each year of service after the fourth year and continuing through the twentieth year; 100 days for the first twenty years of service plus 10 days for each of the next ten years of service through the thirtieth year; 200 days for employees having thirty-one years or more of service. The Board may exceed these amounts depending upon the circumstances in a specific case.

3. The purpose of sick leave is to provide relief in cases of personal sickness, personal accident, illness in the immediate family and quarantine. Any other use of sick leave shall be a violation of this Agreement.

4. Continuous personal illness absence of five (5) days or more must be certified by a properly licensed physician.

5. All sick leave days used in accordance with the provisions of this Agreement shall be paid at the employee's normal wage rates.

### B. Maternity Leave

1. As soon as any female employee shall become aware of her pregnancy, she shall immediately notify her immediate supervisor. Arrangements shall be made for a maternity leave of absence, without pay. The commencement of such leave shall be upon such date as is selected by a licensed Doctor of Medicine practicing in the Town of Millburn and who is mutually agreeable to the Board and to the employee. The Doctor of Medicine shall supply the Business Administrator with a written direction as to the commencement of maternity leave. Maternity leave shall be for a maximum period of one (1) year.

2. Any such employee who has been granted a maternity leave of absence, may be required, before she is permitted to return to active duty, to undergo an examination by a physician mutually agreeable to the Board and the employee, and any other examination deemed necessary by the Board, so that it might satisfy itself that the employee is able to perform her duties in a proper manner.

C. Jury Duty and Court Appearance

1. Any employee who is required by law to serve on a jury in a court of record, upon presentation of court notification one working day after receipt and upon satisfactory proof to the Board of such service rendered, shall be reimbursed by the Board for and during the time he is required to be in attendance in Court in an amount equal to the difference between his regular pay and his jury pay, exclusive of any travel or meal allowance, if any, provided by the Court.

2. When an employee is called for jury service, he shall be excused from work on days when he is required to be in Court, provided, however, that if the time required for jury service in any one day does not extend beyond 12:00 o'clock noon, the employee will be required to report for work the remainder of the day.

3. In the event an employee is required to appear in a court of law for other than jury duty in a matter which does not involve moral turpitude on the part of the employee he shall receive his regular pay for the time so spent in court to a maximum of five days pay during any one year period between July 1 and June 30.

4. Each employee requiring time off for jury duty or court appearance shall notify his immediate supervisor one day after receipt of notification from the court of jurisdiction of the day or days involved.

D. Union Conventions

The employees covered by this Agreement shall be granted up to eight (8) days aggregate time off with pay to attend National, District or State Union Conventions of the Communications Workers of America, AFL-CIO, or its affiliates.

E. Personal Absences

1. Absence up to five (5) days per year for personal reasons will be allowed with pay provided the absence is approved, in advance, by the Business Administrator.

2. One (1) day per year of the Personal Absence time may be taken by each employee covered by this Agreement on the day of the employee's birth date. Should the birthday fall on a non-work day, an alternate date may be selected by the employee, subject to the approval of the Business Administrator. This provision shall not apply to ten (10) month custodians whose birthday falls during a school vacation period or the summer months when the ten (10) month custodian would not normally be scheduled to work.

ARTICLE XVI - JOB DESCRIPTIONS

Work assignments shall be made in accordance with job descriptions set forth in Schedule A annexed hereto.

ARTICLE XVII - MANAGEMENT RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable rules and regulations;

(a) To direct the members of the bargaining unit;

(b) To hire, promote, transfer, assign and retain employees in positions in the school district;

(c) To suspend, demote, discharge or take other disciplinary action against members of the unit in appropriate cases, subject to an employee's right to resort to the grievance procedure;

(d) To relieve members of the bargaining unit from duty because of lack of work or for other legitimate reasons;

(e) To maintain the efficiency of the school district operations entrusted to the Board;

(f) To determine the methods, means and personnel by which such operations are to be conducted, and

(g) To take whatever action may be necessary to carry out the mission of the school district in emergency situations.

#### ARTICLE XVIII - EXHAUSTION OF REMEDIES

The procedures set forth in this Agreement for the resolution of controversies, disputes, questions and proposals shall be exclusive and no other procedures shall be employed until the procedures set forth herein are fully exhausted.

#### ARTICLE XIX - EFFECTIVE LAWS

The Board and the Union understand and agree that all provisions of this Agreement are subject to law. In the event that any provision of this Agreement shall be rendered illegal or invalid under any applicable law or regulation, such illegality or invalidity shall affect only the particular provision which shall be deemed of no force and effect, but it shall not affect the remaining provisions of this Agreement.

#### ARTICLE XX - TERM OF CONTRACT

This Agreement shall become effective July 1, 1975 and continue in effect




until June 30, 1977, and from year to year thereafter unless and until either of the parties desire to change or terminate the same. The party desiring such change or changes of termination shall notify the other party in writing of that fact prior to October 1 in the year prior to the proposed date of change or termination, and after notification negotiations shall commence. During the term of this two (2) year Agreement it is agreed that, subject to the notification procedures above, this Agreement may be reopened for the 1976-77 school year for the purpose of discussion and negotiation of the following items only:

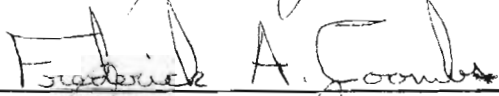
1. Wage Scale - Article VIII, Section A; and
2. Holidays - Article IX, Section D.

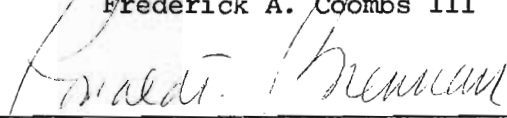
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf.

THE BOARD OF EDUCATION OF THE  
TOWNSHIP OF MILLBURN

By:


  
\_\_\_\_\_  
Harry L. Edgcomb

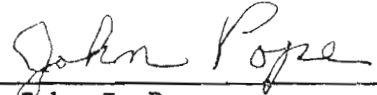
  
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Frederick A. Coombs III

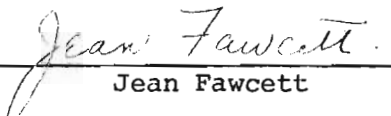
  
\_\_\_\_\_  
Ronald T. Brennan

COMMUNICATIONS WORKERS OF AMERICA,  
AFL-CIO

By:

  
\_\_\_\_\_  
Warren J. Gordon

  
\_\_\_\_\_  
John J. Pope

  
\_\_\_\_\_  
Jean Fawcett

MILLBURN TOWNSHIP PUBLIC SCHOOLS

Millburn, New Jersey

JOB DESCRIPTIONS: OPERATIONS AND MAINTENANCE PERSONNEL

Group I - Elementary Supervising Custodian and Supervising Custodian Education Center

Qualifications:

1. Must be able to read and write and follow written and verbal instructions.
2. Must possess New Jersey State fireman's license of at least black seal grade.
3. Must be familiar with and capable of operating any machine or tools associated with janitorial and minor maintenance work.
4. Must be able to work with a minimum of supervision.

Supervision:

Day to day evaluation of performance and responsibility for overseeing the effectiveness of supervising custodian shall be responsibility of the building principal. The supervising custodian shall respond to the direction of the principal in scheduling work and meeting the needs of the students, teachers, and school. The supervising custodian in the Education Center shall report to the Director of Buildings and Grounds.

General supervision in use of tools and materials of this activity shall be by the Director of Buildings and Grounds or his designated representative.

Duties and Responsibilities:

1. Must recognize that the school and adjacent grounds for which he assumes responsibility become his plant. The cleanliness, appearance and safety of the building and grounds is a reflection of his efficiency.
2. Shall be a working supervisor of the custodians in his school.
3. Shall perform as required; in addition to the supervision, operation and maintenance of boiler room and heating system in an efficient and safe manner; the custodial tasks included in the job description for Custodians.
4. Shall be responsible for making minor repairs and assisting in making major repairs as the need arises.
5. Shall receive and distribute or have distributed school supplies as required by the building principal.

Elementary Supervising Custodian and Supervising Custodian Education Center

6. Shall assume responsibility for performing and supervising grounds maintenance activities, snow and ice removal from walks, etc., not handled by grounds maintenance department.
7. Shall be available or see that a custodian is available when extra activities beyond the regular school day(s) take place. He shall be available to assist the using group as needed.
8. Shall be responsible for the proper use of custodial supplies and equipment and will prepare an annual order.
9. Shall be familiar with the fire detection system, assist with fire drills, and be alert to report any deficiencies in the fire detection or fire alarm systems.
10. Shall make written requests to principal for maintenance service on items not capable of being handled at the school level.

MILLBURN TOWNSHIP PUBLIC SCHOOLS

Millburn, New Jersey

JOB DESCRIPTION: OPERATIONS AND MAINTENANCE PERSONNEL

Group II - Custodians

Qualifications:

1. Must have knowledge of tools, materials and standard practices necessary to maintain assigned areas in a clean, orderly manner.
2. Must be able to operate standard custodial equipment.
3. Must be able to follow verbal and written instructions.
4. Must meet standard physical qualifications.
5. Must be able to make minor repairs.
6. Must possess a New Jersey State Fireman's License of at least black seal grade.

Supervision:

1. Responsible to the Supervising custodian at all times.

Duties and Responsibilities:

The duties listed below are primarily those related to the cleaning activities and are not exclusive of all other duties and responsibilities. The custodian shall be expected to perform all tasks assigned by his/her principal, supervising custodian or Director of Buildings and Grounds.

A. Daily Tasks in Classrooms - including office and special areas.

1. Sweep assigned floor areas.
2. Spot mop and mop heavy traffic lanes as necessary.
3. Dust, wipe clean or wash all furniture, window sills, cabinet tops, partitions, chair rails, floor moldings, doors, venetian blinds, equipment and all other exposed surfaces as necessary.
4. Clean sinks, drainboards, fountains and other plumbing fixtures.
5. Dust, wipe clean or wash, as necessary, all walls and doors. Remove pencil, ink, crayons, chalk, and any other writings or marks from walls, doors, and other surfaces.
6. Empty pencil sharpeners and wastebaskets.
7. Clean chalkboards and chalk trays and chalkboard erasers. Replenish chalk.
8. Spot clean all interior doorway glass.

Group II - Custodians (Cont'd.)

9. Replace burned out light bulbs and/or tubes and ballast.
  10. Adjust shades.
  11. Vacuum carpeted areas.
  12. Remove trash from building.
  13. Arrange furniture.
  14. Report on all items in need of repair. This includes hardware, shades, desks, chairs, glass, locks, electrical fixtures, plumbing, water leaks, and any or all other fixtures or equipment observed.
  15. Before leaving room make certain that everything is in order. Be sure to lock all windows and doors as required.
- B. Daily Tasks in Washrooms and Lavatories:
1. Remove all trash.
  2. Sweep floor area and wet mop.
  3. Wash walls and partitions to remove any writing, obscenities, and/or pornographic drawings.
  4. Clean urinals, toilet bowls, toilet seats, toilet bases and toilet hardware. These must meet high standards of cleanliness.
  5. Clean sinks and mirrors.
  6. Refill towel, toilet tissue and soap dispensers.
  7. Clean door handles and/or door pushers.
- C. Daily Tasks in Hallways:
1. Clean all hallway areas with treated dust mops.
  2. Wet mop spotted and/or otherwise soiled areas.
  3. Empty all trash cans.
  4. Clean all drinking fountains.
  5. Dust or damp wipe moldings, lockers, window wells, radiators, etc.
  6. Remove all writing or markings from walls, lockers or other surfaces.
  7. Spot clean all exterior doorway glass.
- D. Daily Tasks in Stairway Areas:
1. Sweep stairs and landing areas.
  2. Spot mop stairs and landing areas as required.

Group II - Custodians (Cont'd.)

3. Dust or damp wipe hand rails, moldings, etc.
  4. Remove writing from walls.
  5. Clean door pushers and handles and glass.
- E. Daily Tasks in Cafeterias and Lunchrooms:
1. In addition to the usual cleaning routine, keep the floors, tables and chairs in an especially clean and sanitary condition in students and teacher dining areas.
- F. Daily Tasks Outside:
1. Put up and take down the flag.
  2. Maintain a safe and presentable appearance of the building and adjacent grounds.
  3. Maintain grass and shrubbery.
- G. Tasks to be done when necessary:
1. Unload, store and distribute supplies and materials.
  2. Scrubbing or stripping and waxing of floors.
  3. Paint floors and furniture.
  4. Clean light fixtures in all areas.
  5. Prepare auditorium, multi-purpose and other rooms for meetings, assemblies, lunch, etc.
  6. Clean inside windows in all areas.
  7. Assist in fire drills.
  8. Wash out waste baskets.
  9. Such other tasks as the School Principal, Supervising Custodian or Director of Buildings and Grounds shall deem advisable from time to time.
- H. Repairs:
1. Make necessary repairs or adjustments, tightening of loose screws, etc. that can be done with simple tools such as screw-driver, pliers, or adjustable wrench, including the replacement of broken glass, unless an extension ladder is required.
- I. Emergencies:
1. Shall respond to emergencies dictated by conditions of an unusual nature such as shoveling snow, spreading de-icing pellets, mopping or picking up water, emergency clean-ups, etc.

Group II - Custodians (Cont'd.)

J. Summer:

1. During summer months, custodians shall perform tasks assigned by the supervising custodian that are necessary to prepare school buildings for fall opening of school. These tasks shall include, but not be limited to:
  - a. Boiler and heating system cleaning
  - b. Floor stripping and waxing
  - c. Cleaning and relamping of lighting fixtures.
  - d. Cleaning and polishing all desks, chairs, furniture, pianos, etc.
  - e. Cleaning and checking of all univents
  - f. Washing and repairing all window blinds

K. Qualifying Limitations:

Woman custodians shall have equal responsibility in the performance of the above Duties and Responsibilities, however, their primary service in secondary schools shall be in areas used by female students and employees. The specific duties of a woman custodian shall be assigned by the principal or supervising custodian and shall be consistent with the duties enumerated above with due regard given any physically limiting characteristics of a particular woman custodian.



MILLBURN TOWNSHIP PUBLIC SCHOOLS

Millburn, New Jersey

JOB DESCRIPTION: OPERATIONS AND MAINTENANCE PERSONNEL

Group II - Groundsmen

Qualifications:

1. Must have knowledge of simple tools.
2. Must be able to read and write and follow verbal and written instructions.
3. Must possess New Jersey State Fireman's license of at least black seal grade.

Supervision:

1. During growing season and at times when there is work to be done on grounds, shall be directly responsible to head groundsman.
2. When it is impossible or impractical to work on grounds or grounds equipment work, other assignments will be made.

Duties and Responsibilities:

1. Perform tasks related to upkeep of grounds, such as:
  - a. Grass cutting and edging
  - b. Shrubbery trimming
  - c. Planting
  - d. Weeding and mulching
  - e. Leaf raking
  - f. Athletic field maintenance and upkeep
  - g. Snow removal
  - h. Any other tasks associated with grounds upkeep including: operation of mowers, tractors, etc.
2. Perform tasks assigned in off season which may include custodian assignment or maintenance helper assignment. Under such circumstances, job description for assignment prevails.

MILLBURN TOWNSHIP PUBLIC SCHOOLS

Millburn, New Jersey

JOB DESCRIPTION: OPERATIONS AND MAINTENANCE PERSONNEL

Group I - Maintenance - General

Qualifications:

1. Must be able to follow verbal and written instructions.
2. Must be able to identify tools and materials of construction.
3. Must exhibit skill in the use of tools and materials.
4. Must have ability to diagnose, plan, and execute his work.
5. Must evidence knowledge and use of current, accepted methods and procedures.
6. Must possess New Jersey State Fireman's license of at least black seal grade.

Supervision:

1. Directly responsible to the Director of Buildings and Grounds through the Assistant Director

Duties and Responsibilities:

1. Shall perform the following maintenance duties:
  - a. Operation of maintenance equipment and vehicles
  - b. Carpentry work
  - c. Masonry work
  - d. Glazing
  - e. Minor plumbing and electrical repairs
  - f. Minor equipment repairs
  - g. Direct others in the performance of general maintenance work
  - h. Additional related duties as required

MILLBURN TOWNSHIP PUBLIC SCHOOLS

Millburn, New Jersey

JOB DESCRIPTION: OPERATIONS AND MAINTENANCE PERSONNEL

Group I - Maintenance - Painter

Qualifications:

1. Must be able to receive and give verbal and written instructions
2. Must be able to identify tools and materials of construction
3. Must exhibit skill in the use of tools and materials
4. Must have ability to diagnose, plan, and execute his work
5. Must evidence knowledge and use of current, accepted methods and procedures
6. Must possess New Jersey State Fireman's license of at least black seal grade.

Supervision:

1. Directly responsible to the Assistant Director of Buildings and Grounds through the head painter

Duties and Responsibilities:

1. Perform all interior and exterior painting and decorating
2. Estimate costs and requirements for painting labor and materials
3. Paint mixing and tinting
4. Scaffold rigging and proper use of painting equipment, including spray equipment
5. Layout and marking work
6. Operation of maintenance equipment and vehicles
7. In the absence of the head painter, direct others in the performance of painting work
8. Additional related duties as required

MILLBURN TOWNSHIP PUBLIC SCHOOLS  
Millburn, New Jersey

JOB DESCRIPTION: OPERATIONS AND MAINTENANCE PERSONNEL

Group I - Maintenance - Head Painter

Qualifications:

1. Must be able to receive and give verbal and written instructions
2. Must be able to identify tools and materials of construction
3. Must exhibit skill in the use of tools and materials
4. Must have ability to diagnose, plan, and execute his work
5. Must evidence knowledge and use of current, accepted methods and procedures
6. Must possess New Jersey State Fireman's license of at least black seal grade

Supervision:

1. Directly responsible to the Director of Buildings and Grounds through the Assistant Director

Duties and Responsibilities:

1. Perform all interior and exterior painting and decorating
2. Estimate costs and requirements for painting labor and materials
3. Paint mixing and tinting
4. Scaffold rigging and proper use of painting equipment, including spray equipment
5. Layout and marking work
6. Operation of maintenance equipment and vehicles
7. Direct others in the performance of painting work
8. Additional related duties as required

MILLBURN TOWNSHIP PUBLIC SCHOOLS  
Millburn, New Jersey

JOB DESCRIPTION: OPERATIONS AND MAINTENANCE PERSONNEL

Group I - Maintenance - Carpenter

The carpenter shall report to the Director of Buildings and Grounds through the Assistant Director and must have knowledge of woodworking tools, materials and standard practices necessary to maintain and carry out the duties and responsibilities of the craft as follows:

1. Be knowledgeable in the repair and rehabilitation of wood furniture, equipment and structures
2. Must have complete knowledge in the operation of all woodworking power tools, saws, planer, jointer, drill press, sander, etc
3. Have experience in general building construction, layout, framing and finish trimming.
4. Assist in setting up and carrying out a preventative maintenance program on all related equipment
5. Work from moderately complex blueprints, specifications and manuals
6. Prepare cost estimates and bills of materials
7. Must be able to receive and give written and verbal instructions
8. Must be able to work with minimum of supervision and be able to direct others in the performance of carpentry work
9. Assume such other related duties and responsibilities as may be assigned
10. Shall possess New Jersey State Fireman's License of at least Black Seal grade
11. Shall possess a valid New Jersey Motor Vehicle license

MILLBURN TOWNSHIP PUBLIC SCHOOLS

Millburn, New Jersey

JOB DESCRIPTION: OPERATIONS AND MAINTENANCE PERSONNEL

Group I - Maintenance - Electrician

The electrician shall report to the Director of Buildings and Grounds through the Assistant Director and must have knowledge of the working tools, materials and standard practices necessary to maintain and carry out the duties and responsibilities of the craft as follows:

1. Be knowledgeable of electrical power systems beginning with service entrance, transformers, main and sub power panels and branch circuits
2. Plan, layout, and install building electrical wiring systems and equipment
3. Install, disassemble, repair, overhaul and perform preventative maintenance on electrical equipment
- d. Diagnose trouble and decide on repair or replacement of all electrical equipment
5. Instruct others in the operation of equipment which he maintains and direct others in its proper use
6. Assist in setting up and carrying out a preventative maintenance program on all related equipment
7. Prepare cost estimates and bills of materials
8. Must be able to receive and give written and verbal instructions
9. Must be able to work with minimum of supervision and be able to direct others in the performance of electrical work
10. Assume such other related duties and responsibilities as may be assigned
11. Shall possess New Jersey State Fireman's License of at least Black Seal grade
12. Shall possess a valid New Jersey Motor Vehicle license

MILLBURN TOWNSHIP PUBLIC SCHOOLS  
Millburn, New Jersey

JOB DESCRIPTION: OPERATIONS AND MAINTENANCE PERSONNEL

Group I - Maintenance - Plumber

The plumber shall report to the Director of Buildings and Grounds through the Assistant Director and must have knowledge of plumbing tools, material and standard practices necessary to carry out the duties and responsibilities of the craft as follows:

1. Install, disassemble, repair, overhaul and perform preventative maintenance on plumbing, heating and boiler equipment
2. Diagnose trouble and decide on repair or replacement to all plumbing, heating and boiler equipment
3. Plan layout and install building, plumbing, heating and boiler equipment
4. Instruct others in the operation of equipment which he maintains and direct others in its proper use
5. Assist in setting up and carrying out a preventative maintenance program on all related equipment
6. Work from moderately complex blueprints, specifications and manuals
7. Prepare cost estimates and bills of materials
8. Must be able to receive and give written and verbal instructions
9. Must be able to work with minimum of supervision and be able to direct others in the performance of plumbing work
10. Assume such other related duties and responsibilities as may be assigned
11. Shall possess New Jersey State Fireman's License of at least Black Seal grade
12. Shall possess a valid New Jersey Motor Vehicle license