

THIS DOES NOT
CIRCULATE

A G R E E M E N T

Essay

Between:

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

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

July 1, 1978 - June 30, 1980

INDEX

<u>Article</u>	<u>Contents</u>	<u>Page</u>
I	Purpose	1
II	Recognition	1
III	Union Security	2
IV	Dues Check-Off	2
V	Grievance Procedure	2
VI	Seniority, Probation, Dismissal, Lay-off, Job Posting, Promotion, Overtime Assignments, Temporary and Part-Time Employees	6
VII	Hours of Work, Shift Schedules, Shift Pay, Snow Day Work	10
VIII	Wages, Temporary Transfers, Boiler Licensing	11
IX	Vacations, Holidays	13
X	Overtime Pay, Call-in Pay	15
XI	Bus Drivers	16
XII	Pay Days	16
XIII	Work Uniforms, Foul Weather Gear	17
XIV	Health Care Benefits	17
XV	Leaves of Absence (Sick Days, Maternity, Jury Duty, Union Conventions, Personal Absence)	17
XVI	Job Descriptions	21
XVII	Management Rights	21
XVIII	Exhaustion of Remedies	22
XIX	Effective Laws	22
XX	Term of Contract	22

A G R E E M E N T

This Agreement made and entered into this 24th day of April, 1978, 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 14 Commerce Drive, Cranford, New Jersey, 07016:

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 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 lead foreman, 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) All employees covered by this Agreement should, thirty (30) days after the date of the establishment of this Agreement, or in the case of a new employee, thirty (30) days after employment, become members of the Union and remain members in good standing during the life of this Agreement.

(b) For purposes of this ARTICLE, 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 \$6.00 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;
- (d) In matters involving the sole and unlimited discretion of the Board as set forth in Article XVII hereof; and
- (e) As may be stated elsewhere in this Agreement.

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 covered by this Agreement 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 alphabetical 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 imprisonment in excess of a term of three (3) 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.

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. When a vacancy occurs in a position within the bargaining unit, whether that position is an existing one or a newly established one, the vacancy shall be announced by the posting of a notice identifying the vacancy on appropriate bulletin boards for a period of five (5) calendar days. Interested employees may apply for the vacant position by indicating their interest in writing to the Director of Buildings & Grounds within the time limit specified in the posting.

2. A vacancy will not be permanently filled for a period of five (5) working days after the date of posting. The Business Administrator shall have the right, in his discretion, to fill a vacancy temporarily by transfer or otherwise, until such time as it may be permanently filled.

3. Preferential consideration will be given to an employee request for a lateral transfer at the same job level, providing the employee has the required qualifications and ability to perform the work.

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 lead foreman, 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 except for football games, Christmas Eve, Christmas, New Year's Eve evening after 5:00 P.M., New Year's, 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, and shall consist of eight (8) working hours per day.

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. When applicable, each employee in a particular school shall be offered the opportunity to commence his work day at such time other than 7:00 o'clock A.M. in order of seniority. In the event that all employees in a particular school 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. Should the Board institute a shift which commences at or after 3:00 o'clock P.M., each employee assigned to such a shift shall, in addition to his regular pay provided in ARTICLE VIII hereof, receive an additional fifty dollars (\$50.00) per month of such shift work.

D. On days when schools are closed for teachers and pupils because of snow conditions, employees covered by this Agreement may be excused before the end of the work day depending upon conditions throughout the school district and contingent upon the approval of the Director of Buildings and Grounds.

ARTICLE VIII - WAGES

A. 1. Effective July 1, 1978, the wages for the various job categories shall be set and paid in accordance with the following wage scale:

<u>Steps</u>	GROUP I <u>Supervising Custodians & Maintenance Men (1)</u>	GROUP II <u>Custodians & Groundsmen (2)</u>	
		<u>12-month</u>	<u>10-month (3)</u>
1	\$ 9,750.	\$ 9,000.	\$ 6,705.
2	10,150.	9,200.	6,855.
3	10,575.	9,400.	7,005.
4	11,025.	9,625.	7,170.
5	11,450.	9,850.	7,340.
6	13,050.	10,150.	7,560.
7		11,550.	8,605.

A. 2. Effective July 1, 1979, the wages for the various job categories shall be set and paid in accordance with the following wage scale:

<u>Steps</u>	<u>GROUP I</u> <u>Supervising Custodians,</u> <u>Maintenance & Head Groundsman (1)</u>	<u>GROUP II</u> <u>Custodians & Groundsmen (2)</u>	
		<u>12-month</u>	<u>10-month (3)</u>
1	\$ 9,900	\$ 9,350.	\$ 6,965.
2	10,300.	9,550.	7,115.
3	10,700.	9,750.	7,265.
4	11,125.	9,950.	7,415.
5	11,575.	10,175.	7,580.
6	13,600.	10,400.	7,750.
7		12,100	9,015.

Note (1) Group I includes the head custodians of all elementary schools and of the Education Center, the painters, maintenance men and head groundsman.

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 3 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. The granting of increases and guide increments are contingent upon an evaluation of services and are not automatic.

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 member of the bargaining unit is temporarily transferred to a non-union supervisory position or to a position within the bargaining unit having a higher pay rate classification (Group II to Group I), he shall be paid at his normal wage rate for the first five (5) continuous days worked. If he works six (6) or more continuous days in the temporary position, he shall be paid for each such day worked from the first day, at a daily rate based upon his yearly salary, plus \$1,000.
2. The temporary transfer of a member of the bargaining unit to a non-union supervisory position or to a position having a higher classification shall be at the discretion of the Business Administrator.
3. Members of the bargaining unit temporarily transferred to a non-union supervisory position shall remain a member 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 two (2) years of their date of employment. All employees employed prior to July 1, 1972 are exempt from this provision.

2. The Board will reimburse each employee for the cost of 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, 1978 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, 1978 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 during June, July and August 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. Selections of vacation time off during the school year shall be submitted, in writing, not less than thirty (30) days prior to the vacation date selected.

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, Yom Kippur, Thanksgiving, the day after Thanksgiving, the day before Christmas (Christmas Eve), Christmas, New Year's (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 chargeable to the Personal Absence allowance as provided in Article XV, Section E.

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. This paragraph does not apply to Yom Kippur.

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 (1 1/2) 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 designated

holidays, except Yom Kippur, will be paid at two (2) times an employee's regular pay rate plus the day's pay for the holiday. Yom Kippur shall be paid at one and one-half (1 1/2) 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.

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 annually 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 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.

C. 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.

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. Sick leave shall accrue for the first year of employment as of the starting date of employment, e.g., a 12-month employee starting on July 1 shall immediately be credited with 12 sick days;

a 12-month employee starting on October 1 shall immediately be credited with 9 sick days. 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 may be granted on a case by case basis as follows: 5 days for each year of service 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, quarantine, and illness in the immediate family. "Immediate family" is defined as mother, father, spouse or child of the employee and any other blood relative of the employee if residing in the home of the employee.

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, including second shift differential, if applicable.

6. During the term of this Agreement, it is agreed that, in the event the Millburn Education Association successfully negotiates a terminal pay plan with the Millburn Township Board of Education based on the accumulation of unused sick days, the provisions of such terminal pay plan shall equally apply to the members of this bargaining unit.

B. Maternity Leave

1. As soon as any female employee shall become aware of her pregnancy, she shall immediately notify the Business Administrator. Arrangements shall be

made for a maternity leave of absence, without pay. The commencement of such leave shall be upon such date as is recommended by a licensed physician who is mutually agreeable to the Board and to the employee. The physician shall supply the Business Administrator with a written notification 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.

3. Maternity leave provisions and benefits shall be consistent with currently prevailing statutes and court determinations.

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 to the Director of Buildings and Grounds one working day after receipt and upon satisfactory proof to the Board that such service was 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 his normal wage rate including second shift differential, if applicable.

2. Any employee working a shift which commences at or after 3:00 P.M. who is required to serve on a jury in a court of record shall be temporarily transferred to a day shift for the period of such jury service. During such time, he shall continue to receive his shift differential pay.

3. 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.

4. Any jury pay, including any reimbursement by the Court for travel or meal allowance shall belong to the employee.

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, five (5) days in advance of such requested personal absence, by the Business Administrator, unless because of the nature of the emergency, advance notice is not possible. Personal Absence days are non-cumulative.

2. Personal absences are for the purpose of attending to unavoidable, personal business which cannot be conducted at a time other than during the work day. Examples of approvable unavoidable personal business include death of a member of the immediate family, legal matters which cannot be taken care of at another time and spouse giving birth. Other equally unplanned or unavoidable occurrences may be approved.

3. 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 birth date fall on a non-work day, an alternate date may be selected by the employee, subject to the approval of the immediate supervisor and the Business Administrator. The personal absence time for a birthday must be used by the employee prior to the end of the fiscal year in which it falls. For those employees whose birthday falls during the last two (2) weeks in June, an alternate day during the last two (2) weeks in May or the first two (2) weeks in June may be requested.

4. One (1) day per year of the personal absence time may be taken by each employee covered by this Agreement as a credit day for Veterans' Day as covered in Article IX, Section D.

ARTICLE XVI - JOB DESCRIPTIONS

Work assignments are not a part of this Agreement; however, job descriptions are set forth in Schedule A annexed hereto for information purposes only.

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, 1978 and continue in effect until June 30, 1980, 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 September 15 in the year prior to the proposed date of change or termination, and after notification negotiations shall commence.

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: Lucretia P. Reich
Lucretia P. Reich, President
Ronald T. Brennan
Ronald T. Brennan, Secretary

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

By: James Grosso
James Grosso, President
James O'Neill
James O'Neill, Vice President
Dominick Pasquarelli
Dominick Pasquarelli, Secretary
Jean Fawcett - CWA Rep.
Jean Fawcett, C.W.A. Representative