

4-2008
12-25

AGREEMENT BETWEEN

BOARD OF EDUCATION

TOWNSHIP OF WOODBRIDGE

NEW JERSEY

and

LOCAL 2293, AFSCME, COUNCIL 73

AFL - CIO

FOR THE YEAR

JULY 1, 1972 TO JUNE 30, 1973

**THIS BOOK DOES
NOT CIRCULATE**

<u>ARTICLE</u>		<u>PAGE</u>
XIII	Paid Holidays.....	17
XIV	Leaves.....	17
	1. Annual Sick Leave.....	17
	A. Full Time Twelve Month Employees.....	17
	B. Ten Month Hourly Employees.....	18
	C. Unused Sick Leave.....	18
	D. Requirement of Physicians Certificate.....	18
	E. Injury to Employee.....	18
	2. Leave for Death in Family.....	18
	3. Military Leave.....	19
	4. Maternity Leave.....	19
XV	Hazardous Jobs.....	20
XVI	Coveralls.....	20
XVII	Meetings.....	20
XVIII	Hospitalization.....	20
XIX	Duration of Agreement.....	21
XX	Miscellaneous Provisions.....	21
XXI	Evaluation Procedures.....	23
	1. Annual Reports.....	23
	2. Maintenance of Skills.....	23
	3. Eligibility for Annual Increment.....	23
	4. Probationary Period.....	24
XXII	Physical Examinations.....	24
XXIII	Reporting for Work.....	25
XXIV	Assignments, Transfers, and Promotions.....	26
	1. Right to Transfer Personnel.....	26
	2. Right to Request a Transfer.....	26
	3. Promotions.....	26
	4. Salary Scale Placement.....	26

American Federation of State, County and Municipal Employees, AFL - CIO, in compliance with Chapter 310, Public Laws of the State of New Jersey, and on the rules established by the State Department of Education. Such monies collected together with records of any corrections shall be transmitted to the Treasurer of the Union by the fifteenth of each month following the monthly pay period in which deductions were made. Authorization for dues deduction shall be in writing.

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

ARTICLE IV

SALARIES

In prior years it was the policy of the Board of Education to provide overtime pay for weekend and holiday school inspections by janitors in charge. In this contract, 1972 - 1973, this overtime pay will be added to the regular salary and this will provide for compensation for the same inspections which are to continue as in prior years.

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

1. TWELVE MONTH JANITOR

- A. Starting Salary.....\$ 7,070
- B. Second Year.....\$ 7,370

(b) Night Shift Differential

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

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

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

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

2. HOURLY DRIVERS RATE OF PAY

A. Years of Service

1. Starting Rate.....\$2.67/hour
2. Second Year.....\$2.77/hour
3. Third Year.....\$2.87/hour
4. Fourth Year and thereafter.....\$2.92/hour

3. TWELVE MONTH CUSTODIANS HOURLY RATE OF PAY

A. Years of Service

1. Starting Rate.....\$2.67/hour
2. Second Year.....\$2.77/hour
3. Third Year.....\$2.87/hour
4. Fourth Year and thereafter.....\$2.92/hour

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

A. Senior High Schools

1. Cook Manager.....\$3.00 - \$3.45
2. Assistant Cook.....\$2.77 - \$3.22
3. Baker.....\$2.77 - \$3.22

B. Avenel Junior High School

1. Cook Manager.....\$2.77 - \$3.22
2. Assistant Cook.....\$2.54 - \$2.99

10. TEMPORARY ASSIGNMENT

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

ARTICLE V

VACATIONS - FULL TIME TWELVE MONTH EMPLOYEES

1. Twelve month employees with six (6) months service but less than five (5) years of continuous service shall be granted two weeks vacation with pay.
2. Three (3) weeks after five (5) years continuous service from date of hire.
3. Four (4) weeks after fifteen (15) years continuous service from date of hire.
4. The janitor in charge shall prepare a vacation schedule for custodial personnel within his building. He shall check summer use schedules to make certain that building is properly covered; he shall make summer use assignments on or before April 1. Schedules shall be submitted to Supervisor of Buildings and Grounds for approval.
5. The rate of vacation pay shall be the employee's regular straight time rate of pay in effect for the employee's regular job on the pay day immediately preceding the employee's vacation period.
6. In case of layoff, discharge or retirement from Board employment and having a minimum of six months prior employment, such employee shall be given pro-rated vacation pay.

6. Lunch - All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.
7. Wash-Up - All employees shall be granted a ten (10) minute personal cleanup period prior to the end of each work shift. Work schedules shall be arranged so employees may take advantage of this provision. The employer shall make the required facilities available.

ARTICLE VII

UNION BUSINESS

1. Any one (1) employee elected to any Union office or selected by the Union to do work which takes them from their employment with the employer, shall at the written request of the Union be granted a leave of absence. The leave of absence shall be for one (1) year without pay.
2. Ten (10) days collective time per year with pay will be granted for all Union officials and delegates to attend conventions, institutes or educational conferences with a limit of five (5) days for any one person.

ARTICLE VIII

CALL TIME - FULL TIME TWELVE MONTH EMPLOYEES

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

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

of their seniority.

- E. Recall - Employees shall be recalled from layoff according to their seniority within the job classification being laid off. No substitute employees shall be hired until employees on layoff status have been given the opportunity to return to their job(s).
- F. Discipline - Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure. If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.
- G. Discharge
 - 1. The employer shall not discharge any employee without just cause. If, in any case, the employer feels there is just cause for discharge the employee involved will be suspended for five days. The employee and his steward will be notified in writing that the employee has been suspended and is subject to discharge. The Union shall have the right to take up the suspension and/or discharge as a grievance at the second step of the grievance procedure and the matter shall be handled in accordance with Title 18A. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.

ARTICLE XII

GRIEVANCE PROCEDURE

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

Definition - A grievance shall mean a complaint by any employee represented by this Agreement (1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this Agreement between the Union and the Board of Education or (2) that in so far as matters covered by the Agreement he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, except that the term "grievance" shall not apply to any matter as to which the Board of Education is without authority to act. A right to grieve through a grievance procedure is open to all employees in the bargaining unit.

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

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

Should any dispute arise concerning members of this Union, the chief steward or the president may visit site of dispute when properly relieved

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

The arbitrator shall limit his recommendations strictly to the application and interpretation of the provisions of this Agreement and he shall be without power or authority to make recommendations contrary to or inconsistent with the terms of the Agreement or of applicable law, rules or regulations having the force and effect of law.

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

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

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

B. Ten Month Hourly Employees

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

C. Unused Sick Leave

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

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

D. Requirement of Physicians Certificate

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

E. Injury to Employee

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

2. LEAVE FOR DEATH IN FAMILY

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

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

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

ARTICLE XV

HAZARDOUS JOBS

The Board will pay for all examinations where employees are required to take periodic examinations involving health hazards, on approval of Supervisor of Buildings and Grounds.

ARTICLE XVI

COVERALLS

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

ARTICLE XVII

MEETINGS

The Board agrees to meet with the Union whenever necessary.

ARTICLE XVIII

HOSPITALIZATION

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

5. If a paid holiday, per Article XIII, falls on a Saturday or Sunday, then the following Monday shall be recognized as a holiday if school is not in session. In cases where the school is in session, compensatory time will be given during the school year as scheduled by the administration.
6. Uniforms - The District shall provide two (2) sets upon initial employment, and thereafter the District shall provide one (1) designated District uniform each year to personnel required to wear such uniforms when on duty or representing the District.
7. All newly hired janitorial personnel shall obtain a Black Seal Firemens License at first available opportunity. Classes will be arranged for through the Board of Education Personnel and the candidates for license will be notified of the time and place where classes will be held. Failure to obtain such license shall be grounds for dismissal, or the withholding of all future salary increments until license can be obtained. The Superintendent of Schools may recommend the waiving of this requirement under extenuating circumstances and with Board approval.
8. All personnel shall be expected to proceed through proper channels within the framework of the school district on any informal grievance and/or complaint before relating such complaint to any aspect of the community.
9. All janitorial, custodial, cafeteria and transportation personnel may be required to participate in a maximum of twenty (20) clock hours of in-service training during each school year, such programs to be scheduled during selected work hours.

Grounds, with the assistance of the Assistant Superintendent for Business Affairs and Assistant Superintendent for Personnel and recommended to the Superintendent of Schools for approval. Personnel may request a meeting with the Personnel Committee of the Board for review if increment is not recommended or granted for the following year, or file a formal grievance, if so desired.

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

4. PROBATIONARY PERIOD

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

ARTICLE XXII

PHYSICAL EXAMINATIONS

1. The Board may provide the following health examinations:
 - A. Physical examination every two years

2. Personnel who travel any distance from their home to their assigned school, shall be expected to anticipate an extended time for their travel when weather requires it so as to arrive to work at the prescribed time.

ARTICLE XXIV

ASSIGNMENTS, TRANSFERS, AND PROMOTIONS

1. RIGHT TO TRANSFER PERSONNEL

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

2. RIGHT TO REQUEST A TRANSFER

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

3. PROMOTIONS

- A. Janitorial personnel shall not be appointed to a higher paying position until after he has acquired tenure of office.

- B. If a cafeteria employee is promoted to a position with a higher pay scale range, then such promotion shall not result in a lesser pay than the employee was receiving in his previous position.

4. SALARY SCALE PLACEMENT

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