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A G R E E M E N T

THIS BOOK DOES  
NOT CIRCULATE

Between:

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

and

COMMUNICATIONS WORKERS OF AMERICA, AFL-CIO

July 1, 1973 - June 30, 1975

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## A G R E E M E N T

This Agreement made and entered into this 8th day of January, 1973, 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 custodians, groundsmen, maintenance employees and matrons, exclusive of the head groundsman, the head maintenance man, 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 supervisory 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 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 10 days he shall be discharged. In the event that such person does not become a member in good standing within 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 \$4.00 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 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, either orally or 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) If the grievance is submitted in writing, the writing 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 within five (5) working days of the presentation of the grievance. If the grievance was made in writing, the answer shall also be submitted in writing. If the grievance was oral, the answer may be either oral or in writing. 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 three (3) 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.
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, 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 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. 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. 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.

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, SHIFT SCHEDULES

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 four hundred seventy-five dollars (\$475.) per contract year.

E. The use of a sign-in and sign-out procedure shall be limited to those employees; in the judgement 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, 1973, the wages for the various job categories shall be set and paid in accordance with the following schedule:

		<u>SCHEDULE</u> <u>WAGE SCALE</u>			
CLASS B <sup>1</sup>		CLASS C <sup>2</sup>	MATRONS <sup>3</sup>		
			12 mo.	10 mo.	
Start	7,500	6,550	4,913	3,763	
1	7,725	6,775	5,081	3,893	
2	7,950	7,000	5,250	4,022	
3	8,175	7,225	5,419	4,151	
4	8,400	7,450	5,588	4,280	
5	8,625	7,675	5,757	4,410	
6	8,850	7,900	5,925	4,539	
7	9,150	8,200			

Note 1. Class B includes head custodians of all elementary schools and of the Education Center, the painters and maintenance men. Those employees in Class B whose 1972-73 salaries are above the 1973-74 guide shall receive an increase of \$290.00.

Note 2. Class C shall include all custodians and groundsmen not enumerated in Class B above.

Note 3. A ten month matron shall work 184 days. Those ten month matrons whose 1972-73 salaries are above the 1973-74 guide shall receive an increase of \$259.00. The above wage schedule provides pay in lieu of vacation for ten month matrons. Ten month matrons 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 Class 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 classification, the following rules of compensation shall apply:

(1) When a Class B custodian is temporarily transferred to the Class A classification, 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 Class B custodian, plus \$1,000.00.

(2) When a Class C custodian is temporarily transferred to the Class B classification, he shall be paid at his normal wage rate for the first two (2) continuous days worked. Should a Class C custodian complete more than two (2) continuous work days in a Class B classification, he shall be paid for all work done in the higher classification at a daily rate based upon his yearly salary as a Class C 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, Class C custodians shall be defined as set forth in Note 2 above; Class B custodians shall be defined as set forth in Note 1 above and the assistant head custodians in the Senior and Junior High Schools; Class A custodians shall be defined as the head custodians in the Senior and Junior High Schools, the head groundsman and the head maintenance man. Class A custodians and the assistant head custodians in the Senior and Junior High Schools shall not be members of the Bargaining Unit; however, Class B custodians temporarily assigned to Class A positions shall remain members of the Bargaining Unit.

E. As a condition of continued employment, all custodians and head custodians of all elementary schools and of the Education Center 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.

#### ARTICLE IX - HOLIDAYS AND VACATIONS

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

1. AFTER 5 years - 10 days;
2. AFTER 6 years - 11 days;
3. AFTER 7 years - 12 days;
4. AFTER 8 years - 13 days;
5. AFTER 9 years - 14 days;
6. AFTER 10 years - 15 days; and
7. AFTER 20 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. For the school year 1974-75 Yom Kippur shall also be a designated paid holiday.

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 (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 holidays will be paid at two (2) times an employee's regular pay rate plus a 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 no less than one (1) hour between the end of his regular scheduled work day and the commencement of the scheduled overtime, the Board will provide a meal allowance in the amount of \$3.00.

#### ARTICLE XI - BUS DRIVERS

In the event that any employee shall, at the request of the Board, serve as a temporary bus driver, such employee shall receive fifty cents 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 and overtime from the previous month, if any, semi-monthly in accordance with the scheduled pay dates of all other employees of the Board.

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.

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 five (5) days aggregate time off with pay to attend National, District or State Union Conventions of the Communication Workers of America, AFL-CIO, or its affiliates.

E. Personal Absences

Absence for personal reasons will be allowed with pay provided the absence is approved, in advance, by the Business Administrator.

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 effect 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, 1973 and continue in effect until June 30, 1975, 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 1974-75 school year for the purpose of discussion and negotiation of the following items only: 1. Salary Guide, 2. Health Benefits, and 3. Vacation Allowance.

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*  
Harry L. Edgcomb

*William J. Luy*  
William J. Luy

*Ronald F. Brennan*  
Ronald F. Brennan

COMMUNICATIONS WORKERS OF AMERICA,  
AFL-CIO

By:

*Edward A. Schalts*  
Edward A. Schalts

*James K. Thornton*  
James K. Thornton

*Warren J. Gordon*  
Warren J. Gordon



MILLBURN TOWNSHIP PUBLIC SCHOOLS  
Millburn, New Jersey

JOB DESCRIPTIONS: OPERATIONS AND MAINTENANCE PERSONNEL

Class B - Elementary Head Custodian and Head 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 head custodian shall be responsibility of the building principal. The head custodian shall respond to the direction of the principal in scheduling work and meeting the needs of the students, teachers, and school. The head 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 scheduled under class "C".
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.

Page 2. Elementary Head Custodian and 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.

Class C - Custodians

Qualifications:

1. Must have knowledge of tools, materials and standard practices necessary to maintain his assigned area in a clean, orderly manner as outlined herein and hereafter.
2. Must be able to follow verbal and written instructions.
3. Must meet standard physical qualifications.
4. Must be able to make minor repairs.
5. Must possess a New Jersey State fireman's license of at least black seal grade.

Supervision:

1. Responsible to Head Custodian at all times.

Duties and Responsibilities:

The tasks listed below are primarily those related to the cleaning activities and are not exclusive. The custodian shall be expected to perform all tasks assigned by his principal or supervisor. These would include among others: putting up and taking down the flag; preparation of auditorium, multi-purpose or other rooms for meetings, assemblies, lunch periods, etc; unloading, storing and distribution of supplies and materials; emergency classroom cleanups, etc.

- A. Daily Tasks in Rooms - including office and special areas.
  1. Sweep entire floor area.
  2. Spot mop and mop heavy traffic lanes as necessary.
  3. Dust and clean all furniture, window sills, cabinet tops, chair rails, floor moldings, doors, venetian blinds and all other exposed surfaces as necessary.
  4. Clean sinks, drainboards, fountains and other plumbing fixtures.
  5. Remove pencil, ink, crayons, chalk and any other writings or marks from walls, doors, and other surfaces.
  6. Empty wastebaskets.
  7. Clean chalkboards and chalk trays and chalkboard erasers in accordance with proper procedure.
  8. Replace burned out light bulbs and/or tubes and ballast.
  9. Adjust shades.

Page 4. Class C - Custodians (Con't)

A. Daily Tasks in Rooms (continued)

10. Arrange all furniture.
11. Report on all items in need of repair. This includes hardware, shades, desks, chairs, glass, locks, electrical fixtures, plumbing, water leaks, gas leaks, and any or all other fixtures or equipment observed.
12. 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 fountains.
5. Dust or damp wipe moldings, lockers, window wells, radiators, etc.
6. Remove all writing or markings from walls, lockers, etc.

D. Daily Tasks in Stairway Areas:

1. Sweep stairs and landing areas.
2. Spot mop stairs and landing areas as required.
3. Dust or damp wipe hand rails, moldings, etc.
4. Remove writing from walls.
5. Clean door pushers and handles and glass.

Page 5. Class C - Custodians (Con't)

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.

F. Daily Tasks Outside.

1. Maintain a safe and presentable appearance of the building and adjacent grounds.

G. Tasks to be done when necessary.

1. Scrubbing or stripping and waxing of floors.
2. Clean light fixtures in all areas,
3. Clean inside windows in all areas.
4. Wash out waste baskets.
5. Such other tasks as the Board of Education, School Principal or supervisor 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, etc.

J. Summer:

1. During summer months, custodians shall perform tasks assigned by head 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, and furniture.
  - e. Cleaning and checking of all univents.
  - f. Cleaning and repairing all window blinds.

Class C - Groundsmen

Qualifications:

1. Must have knowledge of simple tools.
2. Must be able to follow verbal and written instructions.

Supervision:

1. During growing season and at time 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.

Class B - 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.

Supervision:

1. Directly responsible to head of maintenance.

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.

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Class D - Matron

Qualifications:

1. Must have knowledge of materials and standard practices necessary to maintain assigned areas in a clean, orderly manner.
2. Must be able to follow verbal and written instructions.

Supervision:

1. Responsible to Head Custodian at all times.

Duties and Responsibilities:

A. Daily Tasks in offices and special areas:

1. Dust all furniture and counter tops.
2. Dust, wipe clean or wash all window sills, chair rails, moldings, partitions, picture frames, telephones, intercom phones and speakers.
3. Dust all walls below six feet in height. Wipe clean and/or wash as necessary. Remove all writing and markings from walls.
4. Vacuum all carpeted areas.
5. Empty pencil sharpeners.
6. Empty wastebaskets.
7. Spot clean all glass on entrances to rooms.

B. Daily Tasks in Washrooms, Lavatories and Locker Rooms:

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 toilet bowls, toilet seats, toilet bases and toilet hardware. These must meet high standards of cleanliness.
5. Clean sinks and mirrors.
6. Refill towel and toilet tissue and other dispensers.
7. Clean door handles and/or door pushers.



Class B - Maintenance - Painter

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.

Supervision:

1. Directly responsible to head painter and the head of maintenance.

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, directing others in the performance of painting work.
8. Additional related duties as required.

Class B - Maintenance - Head Painter

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.

Supervision:

1. Directly responsible to head of maintenance.

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. Directing others in the performance of painting work.
8. Additional related duties as required.

C. Daily Tasks in Halls and Stairways:

1. Thoroughly clean all drinking fountains.
2. Dust or damp wipe handrails, moldings, etc.
3. Remove writing or marks from walls, lockers, or other surfaces.
4. Spot clean all glass on entrance doors.

D. Daily Tasks in Cafeteria:

1. Assist in maintaining the clean and sanitary condition of the cafeteria as directed by the head custodian.
2. Assume responsibility for the clean and sanitary condition of the teacher's dining area.

E. Tasks to be done when necessary:

1. Clean the trophy cases.
2. Assist in emergency clean-up.
3. Clean erasers and refill chalk.
4. Dust and damp wipe auditorium chairs.
5. Polish furniture, pianos, etc.
6. Assist in delivery of teaching supplies.
7. Assist in cleaning of regular classrooms.

F. Limitations:

1. A matron shall not be required to operate any floor machine, polisher, or mechanical device of a nature that exceeds the size of a home unit. Vacuum cleaners for office cleaning shall be on wheels and capable of being rolled from place to place.
2. A matron shall not be required to use a stepladder or step stool higher than is necessary to extend her reach beyond 8 feet.
3. A matron shall not be required to lift heavy items. Maximum weight shall be that of a 10 quart pail of water.
4. A matron is not expected, because of the nature of custodial work and the limitations noted above, to exert the same effort level nor possess the same skills as a custodian.