

THIS BOOK DOES
NOT CIRCULATE

AGREEMENT BETWEEN

BOARD OF EDUCATION

TOWNSHIP OF WOODBRIDGE

and

LOCAL 2293, AFSCME, COUNCIL 73

(custodial)

AFL - CIO

FOR THE SCHOOL YEAR

JULY 1, 1976 to JUNE 30, 1977

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SECTION A

ARTICLES I - XVII

ALL FULL-TIME PERSONNEL

Articles I through XVIII of this Agreement pertain to all full-time Janitorial, Custodial, Attendance, Transportation and Cafeteria personnel whether hourly rate or salaried.

ARTICLE I

AGREEMENT

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

ARTICLE II

RECOGNITION

The Employer recognizes the Union as the sole and exclusive representative for the purpose of collective negotiations for all full-time Janitorial, Custodial, Attendance, Transportation and Cafeteria personnel. For purposes of this Agreement, a full-time employee is defined as one who is regularly scheduled for 25 or more hours of work per week for either a ten or twelve month work year. All references to male shall be understood to include female; all references to female shall be understood to include male.

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

ARTICLE III

DUES DEDUCTION

The Employer agrees to deduct from the salaries of the employees represented by this Agreement dues for Local 2293, Council No. 73, American Federation of State, County, and Municipal Employees, AFL - CIO, in compliance with N.J.S.A. 52:14-15.9e 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

UNION BUSINESS

- A. Leave of Absence - 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.
- B. Union Conferences - Fifteen (15) days collective time per year with pay will be granted for all Union officials and delegates to attend conventions, institutes, or educational conferences with a limit of five (5) days for any one person.
- C. Meetings - The Board agrees to meet with the Union whenever necessary at a mutually convenient time.

ARTICLE V

SENIORITY

- A. Definition - Seniority means an employee's length of continuous service with the employer since his or her date of hire.
- B. Seniority Lists - A seniority list showing the continuous service of each employee will be available to the local Union (president) on request.
- C. Breaks in Continuous Service - An employee's continuous service record shall be broken when he leaves the payroll for any reason other than an authorized leave of absence.
- D. Promotion - The term "promotion", as used in this provision, means the advancement of any employee to a higher paying position. Whenever a job opening occurs in any existing job classification, a notice of such opening shall be posted on all bulletin boards for ten (10) working days. During this period, employees who wish to apply for the open position or job may do so. The application shall be in writing and it shall be submitted to the employee's immediate supervisor. The employer shall fill the opening by promoting from among the applicants the employee with the longest continuous service if ability and merit are equivalent.
- E. Layoff - In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the reverse order of their seniority within each job category based upon district seniority.
- F. Bumping - Any employee receiving an Added Responsibility Differential whose job is eliminated due to a reduction in the work force may exercise his seniority by bumping the least senior employee in the same position, or if no such position is available, by bumping the janitor with the least seniority.

ARTICLE V, SENIORITY - Continued

- G. 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).

ARTICLE VI

DISCIPLINE AND DISCHARGE

- A. 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.
- B. 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 (5) 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 VI, DISCIPLINE AND DISCHARGE, Continued

B. Discharge - Continued

2. Discharge of a tenured employee by the Board of Education may be appealed to the Commissioner of Education in accordance with Title 18A. If determination by the Commissioner is that such employee's discharge is invalid, then he shall be returned to duty with full salary compensation.

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

ARTICLE VII

EMPLOYMENT RELATIONSHIP

A. Working Conditions - In accordance with Chapter 123, Public Laws 1974, proposed new rules or modification of existing rules governing working conditions shall be negotiated with the Union before they are established.

B. Informing Employees - The employer agrees to furnish the Union with a copy of all new duties, if any, thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.

C. Enforcing - Employees shall comply with all existing rules that are not in conflict with the terms of this Agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

ARTICLE VII, EMPLOYMENT RELATIONSHIP, Continued

D. Reporting for Work

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

ARTICLE VIII
GRIEVANCE PROCEDURE

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

- A. Definitions - 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 insofar 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 collective negotiating 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.

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

- B. Grievance Procedure - Step 1 - 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.

ARTICLE VIII - GRIEVANCE PROCEDURE, Continued

- C. Grievance Procedure - Step 2 - If the employee represented by this Agreement submitting the grievance is not satisfied with the disposition of his grievance after having discussed it with his immediate superior, or if no decision has been rendered within five (5) school days after presentation of the grievance, he may file the grievance within five (5) school days to the Superintendent of Schools.
- D. Grievance Procedure - Step 3 - If the person submitting the grievance is not satisfied with the disposition of his grievance by the Superintendent, or if no decision has been rendered in writing within ten (10) school days after the grievance was delivered to the Superintendent, he or she may request in writing that the Union submit the grievance within fifteen (15) school days to the Board of Education. The Board, or a committee thereof, shall review the grievance and shall hold a hearing with the employee and render a decision in writing within fifteen (15) calendar days of receipt of the grievance by the Board or the date of the hearing with the employee, whichever comes later.
- E. Grievance Procedure - Step 4 - If the employee represented by this Agreement submitting the grievance is not satisfied with the decision of the Board, the employee represented by this Agreement may, if agreed by the Union, submit the grievance to arbitration.
- F. Binding Arbitration - Binding arbitration shall take place when requested after action by the Board of Education. The following procedure will be used to secure the services of an arbitrator:
1. Request List of Arbitrators - Either party may request the American Arbitration Association in accordance with its rules to submit a list of persons qualified to function as an

ARTICLE VIII - GRIEVANCE PROCEDURE, Continued

arbitrator in the dispute in question.

2. Designation of Arbitrator - 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.

3. Scheduled Time for Arbitration - The parties will arrange to have arbitration meetings held at times which will not interfere with normal operation of the schools whenever possible.

G. Arbitrator's Authority - 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.

1. Recommendations Binding - The recommendations 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.

2. Arbitrator's Fee - The arbitrator's fee shall be shared equally by the parties to the dispute.

3. Grievant's Representation - 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.

ARTICLE VIII - GRIEVANCE PROCEDURE, Continued

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

ARTICLE IX

LEAVES OF ABSENCE

A. Leave for Death in Family

Up to five (5) days absence, without pay deduction, will be allowed for death in the immediate family. Immediate family shall mean: Husband, wife, children, father, mother, sister, brother, and any other member of the same household.

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

B. Military Leave

Any person who shall enter the active Military or Naval Service of the United States, or of this state in time of war or an emergency, or pursuant to or in connection with the operation of any system of Selective Service, shall be granted leave of absence for such service.

C. Maternity Leave

(See Side-Bar Agreement attached)

ARTICLE IX - Continued

D. Personal Leave - Each employee shall be entitled to a maximum of three (3) non-accumulative personal days each year for personal business which cannot be effectuated outside the work day, and shall request such days in writing, providing the Administration with the reason for said request. Such approval, if granted, shall also be in writing by the Administration. These days shall not be taken during the first or last five (5) days of the school year or on a day before or after a holiday or recess. Personal leave shall be requested at least two working days prior to the day(s) requested.

E. Sick Leave

1. Sick Leave Policy - The Sick Leave Policy enacted by the Woodbridge Township Board of Education pursuant to a ruling of the Commissioner of Education dated December 13, 1974 and resulting from an agreement reached in March, 1976 between the Board of Education and representatives of the various organized groups of Board employees as to a uniformly applicable Sick Leave Policy, is hereby incorporated by reference. Copy of Sick Leave Policy attached.
2. Requirement of Physician's Certificate - The Board reserves the right to require a physical examination, paid for at Board expense, to certify ability or inability to perform required job functions. If an employee's record indicates possible abuse of sick leave, the Board may also require a physician's certificate for sick leave claimed, in accordance with Title 18A:30-4.

ARTICLE IX - Continued

3. Injury to Employee - An employee injured during employment with his employer shall receive time off with pay for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave as provided in sections 18A:30-2.1 and 18A:30-3.

ARTICLE X

HAZARDOUS JOBS

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

ARTICLE XI

HOSPITALIZATION

The employer shall pay the full hospitalization coverage, including Major Medical-Surgical coverage to \$100,000, 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. In 1976-77 the Board agrees to double surgical benefits.

ARTICLE XII

DENTAL INSURANCE

In the school year 1976-77, the Board agrees to pay up to \$11.55 per month to provide dental coverage for the individual employee and dependents. The dental coverage provided shall be the Schedule B, \$25.00 Deductible Plan.

ARTICLE XIII

EVALUATION PROCEDURES

- A. Annual Reports - All personnel shall be evaluated on prescribed forms at least once each school year by June 1st. A conference shall be held with each person prior to submission of the results of such evaluation to the Superintendent of Schools. If the employee is dissatisfied with the result of this conference, he shall be provided the opportunity for another conference accompanied by a Union representative, if he so desires. The employee must advise the Administration in writing of his desire for this second conference within five (5) days of the original conference.
- B. Maintenance of Skills - All personnel shall be expected to maintain a satisfactory and an acceptable level of their skills and expected proficiencies as designated by their classification and their official appointment to the same.

ARTICLE XIV

TRANSPORTATION ALLOWANCE

When Board supplied transportation is not available, and where no other provisions for payment are stipulated, personnel who are required to use their own automobiles for school business, and have received prior approval, shall be compensated at the rate of 15¢ per mile.

ARTICLE XV

ASSIGNMENTS AND TRANSFERS

- A. 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.
- B. Job Transfers - Job transfers necessitated in the specific cases of vacancy or increase in the number of employees per shift shall be posted and opportunity provided for employees to apply. If selection for such job opening is not given to the most senior person, then a liaison conference between two (2) Union representatives and members of the Administration will be arranged to discuss the reasons for such selection.
- C. 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.
- D. Summer Employment - Regular employees will be given the first opportunity for summer employment.
- E. Filling Vacant Tenure Position - Every effort will be made to fill the position of a tenured employee as promptly as possible.
- F. Work Force Change - The employer has the right to transfer an employee where and when necessary providing there is no discrimination or personal animosity involved.

ARTICLE XV, ASSIGNMENTS AND TRANSFERS, Continued

- G. Temporary Assignment - Any employee covered by this collectively negotiated agreement who, for more than five (5) consecutive days is assigned the responsibilities of a position which commands a higher rate of pay shall, effective the sixth day, receive the higher rate of pay applicable to such assignment, retroactive to the first day of such assignment.

ARTICLE XVI

MISCELLANEOUS

A. Physical Examinations

1. The Board may provide the following health examinations:

Physical examination every two years.

Chest X-Ray every year.

Annual flu shots (if desired).

All personnel may be required to submit to a physical examination once every two years, by October 1 of the school year, such examination to include satisfactory chest X-Ray.

Examinations may be given by the District School Physician, but upon request the use of a personal physician must be approved by the Assistant Superintendent for Personnel.

The District may require an examination by the District School Physician if in the best interests of the District.

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

ARTICLE XVI, MISCELLANEOUS, Continued

- B. Jury Duty - The employer will pay an employee's proportionate normal salary while the employee is on jury duty, provided the employee presents an official court certificate to the employer.
- C. In-Service - 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.

ARTICLE XVII

UNIFORMS

- A. Janitors' and Custodians' Uniforms - The District shall provide janitorial and custodial employees two (2) sets of uniforms 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.
- B. Cafeteria Uniforms - The District agrees to provide two (2) cobbler's aprons to cafeteria workers upon initial employment, and thereafter the District shall provide one (1) cobbler's apron each year.
- C. Hourly Bus Drivers' Uniforms - The District agrees to provide one (1) light weight flannel-lined jacket to hourly bus drivers every two years.
- D. Driver-Mechanics and Boiler Cleaning Detail - Up to four sets of coveralls per employee will be provided by the Board of Education for employees on the boiler cleaning detail and for the driver-mechanics.

ARTICLE XVIII

DURATION OF AGREEMENT

- A. Duration - This Agreement shall be effective as of July 1, 1976 - June 30, 1977. The parties agree to enter into good faith collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974, State of New Jersey.
- B. Fully Bargained Clause - This Agreement constitutes the total understanding of both parties to these negotiations.
- C. Law-Saving Clause - In the event that any provision of this Agreement is, or shall at any time, be contrary to law, all other provisions of this Agreement will continue in effect. Upon request of either party, the parties hereto agree to meet and renegotiate any provision so affected.

ARTICLE XIX

TERMS AND CONDITIONS OF EMPLOYMENT

A. Weekend and Holiday Inspection - If the janitor in charge cannot make the required weekend and holiday inspection(s), such duty shall be reassigned as per present practice, but he shall have deducted the proportionate amount of the assigned overtime provision, and his replacement shall be paid by the Board an amount appropriately proportionate of such provision rate.

B. Pay Day - The employer shall pay employees twice a month, the 15th day of each month and the last working day of the month.

C. Salaries - Twelve-Month Janitors

<u>Step</u>	<u>1976-77</u>
1	\$9,051
2	9,359
3	9,695
4	10,056
5	10,412

1. Each individual janitor is to be placed on his proper step of the salary guide.
2. All janitors agree to do minor maintenance work.

D. Salaries - Twelve-Month Custodians - Hourly Rate

<u>Step</u>	<u>1976-77</u>
1	\$3.57
2	3.68
3	3.80
4	3.92
5	3.98

ARTICLE XIX - TERMS AND CONDITIONS OF EMPLOYMENT, Continued

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

F. Responsibility Differential and Building Inspection

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

Note: The Added Responsibility Differential shall be included for purposes of pension and insurance.

SECTION B

ARTICLE XIX

JANITORS, CUSTODIANS, TWELVE-MONTH PERSONNEL

ARTICLE XIX - TERMS AND CONDITIONS OF EMPLOYMENT, Continued

G. 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:

1. No premium shall be paid for first shift work: 7:30 a.m. to 4:30 p.m.
2. Shift 2: 3:00 p.m. to 11:00 p.m. and 4:00 p.m. to 12:00 midnight - 20¢/hour.
3. Shift 3: 11:00 p.m. to 7:00 a.m. and 12:00 midnight to 8:00 a.m. - 30¢/hour.
4. Hourly workers whose work shift commences between 3:00 p.m. and 12:00 midnight shall also receive 20¢/hour.

H. Call Time - Full-Time Twelve-Month Employees

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

I. Overtime - Full-Time Twelve-Month Employees

1. Rate of Pay - Time and one-half the employee's regular hourly rate of pay shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.

ARTICLE XIX - TERMS AND CONDITIONS OF EMPLOYMENT, Continued

Rate of Pay, Continued.

- a. Daily - All work performed in excess of eight (8) hours in any work day.
 - b. Weekly - All work performed in excess of forty (40) hours in any work week (except Building Inspection - Assigned Overtime Provision for building checks).
 - c. Before or After Regular Hours - All work performed before or after any scheduled work shift.
 - d. Double Time, Plus Holiday Pay - Shall be paid for work on holidays.
 - e. Double Time - Shall be paid for 7th consecutive day, and on Sundays.
2. Compensatory Time Off - If compensatory time off is used as the method of paying employees for overtime work, the overtime rate of pay shall be one and one-half hours compensatory time for each hour of overtime worked. Overtime shall be in the form of one and one-half time pay or compensatory time at the employee's option. Such time must be taken within thirty (30) days of said overtime work.
3. Distribution - Overtime work shall be distributed equally within each individual building to employees working within the same job classification. The distribution of overtime shall be equalized over each six 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

ARTICLE XIX - TERMS AND CONDITIONS OF EMPLOYMENT, Continued

Distribution, Continued

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

- a. All janitorial overtime required for the use of a District facility shall be recommended by the Administrator in charge of such facility and subject to approval by the Assistant Superintendent for Business Affairs.
- b. Overtime work shall be voluntary except in emergencies. There shall be no discrimination against any employee who declines to work overtime.
- c. Approved overtime shall be authorized by the Superintendent or his appointed designee(s) in accordance with Board policy. Whenever possible, employees shall receive 48 hours advance notice of scheduled overtime.
- d. All other necessary and emergency overtime shall be approved by the Assistant Superintendent for Business Affairs after recommendation of the Supervisor of Buildings and Grounds.

ARTICLE XIX - TERMS AND CONDITIONS OF EMPLOYMENT, Continued

5. P.T.A. and P.T.O. Meetings - All janitorial personnel are to be paid at the established overtime rate for all P.T.A. and P.T.O meetings, unless such meetings are within the prescribed work day, or work week.
 6. Extra-Curricular Activities - Any activity which requires the assigned work of a janitor to continue into any part of an additional hour, then such janitor shall be compensated an additional hour of pay.
- J. Hours of Work - Full-time Twelve-Month Employees
1. Regular Hours - The regular hours of work each day shall be consecutive, except for interruption for lunch periods. Reference to consecutive hours of work in the balance of this Article shall be construed generally to exclude lunch periods.
 2. Work Week - The work week shall consist of five (5) consecutive eight (8) hour days, Monday through Friday inclusive, but third work shift(s) hours commencing before midnight on Sunday, or after midnight on Friday, shall be considered as part of the regular work week for purposes of this contract.
 3. Work Days - Eight (8) consecutive hours of work within the 24 hour period shall constitute the regular work day. Some custodians may be assigned less than eight (8) hours per day per present practice.
 4. Time Log - Each full-time twelve-month employee is to sign time-in and time-out at the designated time log in the principal's office or at the particular work site.

ARTICLE XIX - TERMS AND CONDITIONS OF EMPLOYMENT, Continued

J. Hours of Work - Full-time Twelve-Month Employees, Continued

5. Work Shift - Eight (8) consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time.
6. Work Schedule - Work schedules showing the employee's shifts, work days, and hours shall be posted in his respective school.
7. 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. Each school shall post a designated lunch period.
8. 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 XIX - TERMS AND CONDITIONS OF EMPLOYMENT, Continued

K. Annual Increment and Probationary Period

1. Eligibility for Annual Increment - Satisfactory performance shall be required for eligibility for the annual increment or further salary advancement to be determined through annual evaluations by the Supervisor of Buildings and Grounds, with the assistance of the Assistant Superintendent for Business Affairs and the Assistant Superintendent for Personnel, and recommended to the Superintendent of Schools for approval. Employees 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.
2. 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. During the first three months of the Probationary Period, the employee who has not satisfactorily performed his responsibilities can be dismissed with appropriate notification as set forth below, and this period shall automatically be extended two months upon request of the Board of Education or his designee, and there will be no recourse to the Grievance Procedure for

ARTICLE XIX - TERMS AND CONDITIONS OF EMPLOYMENT, Continued

Probationary Period, Continued

probationary status employees. 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.

L. Paid Holidays

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

New Year's Day	Columbus Day
Lincoln's Birthday	General Election Day
Washington's Birthday	Veterans Day
Good Friday	Thanksgiving Day
Memorial Day	Day after Thanksgiving
Independence Day	Christmas Day
Labor Day	

2. If the student calendar for any school year has school scheduled on Columbus Day or Veterans Day, any individual governed by this contract shall be required to work at straight time on those days, but would be granted another day off during the contract year as approved by the immediate supervisor.
3. First shift personnel shall be scheduled to work four (4) hours on the last working day prior to Christmas; second and third shift personnel shall be scheduled to work four (4) hours on this day. If a full day of school is scheduled for this day, another day shall be scheduled in its place.
4. If a paid holiday per Article XVIII, Section L, 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

ARTICLE XIX - TERMS AND CONDITIONS OF EMPLOYMENT, continued

L. Paid Holidays, No. 4, continued

will be given during the school year as scheduled by the Administration.

M. Vacations - Full-time Twelve-Month Employees

1. Twelve-month employees with less than five (5) years of continuous service shall be granted ten (10) work days vacation per year with pay; employees in their first year of service shall have such vacation time prorated according to their amount of service time.
2. Three (3) weeks after five (5) years continuous service from date of hire.
3. Four (4) weeks after fifteen (15) years continuous service from date of hire.
4. For purposes of calculating due vacation time, a person's date of employment shall be governed by his first day of employment as reflected in the payroll records. For example: if the employee takes two weeks of vacation in July or August and his anniversary date of hire is October 15, and he/she has completed five years (or fifteen years) of service, he/she is eligible for a third (or fourth) week of vacation after Oct. 15th. If the employee should request the additional week vacation between the anniversary date of hire and July 1 of the next fiscal year, assuming the request is granted, then the employee is not again entitled to the third (or fourth) week of vacation until his/her anniversary date has again passed.
5. The janitor in charge shall prepare a vacation schedule for custodial personnel within his building. He shall check work schedules to make certain that buildings are properly staffed.

ARTICLE XIX - TERMS AND CONDITIONS OF EMPLOYMENT, continued

M. Vacations - Full-time Twelve-Month Employees, No. 5, continued

Schedules shall be submitted through the building administrator to the Supervisor of Buildings and Grounds for approval.

6. 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.
7. In case of layoff, discharge, or retirement from Board employment and having a minimum of six months prior employment, such employees shall be given prorated vacation pay.
8. If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one additional work day.

N. Promotions - Janitorial personnel shall not be appointed to a higher paying position until after he has acquired tenure of office. In the event no tenured employee successfully bids on any position, then the position may be open for bid to any non-tenured employee within the Janitorial-Custodial department.

O. Black Seal Firemens' License

All newly hired janitorial personnel shall obtain a Black Seal Firemens' License at the first available opportunity. Classes will be arranged through the Board of Education personnel, and the candidates for license will be notified of the time and place where classes will be held. Failure to obtain such license shall be grounds for dismissal, or the withholding of all future salary increments until the license is obtained. The Superintendent of Schools may recommend the waiving of this requirement under extenuating circumstances and with Board approval.

SECTION C

ARTICLE XX

CAFETERIA - HOURLY DRIVERS - TEN-MONTH PERSONNEL

ARTICLE XX

SALARIES - TEN-MONTH EMPLOYEES

A. Salaries - Hourly Drivers - Hourly Rate of Pay

<u>Step</u>	<u>1976-77</u>
1	\$3.66
2	3.77
3	3.88
4	4.00
5	4.06

B. Salaries - Cafeteria Employees - Hourly Rate of Pay

1. Senior High Schools

a. Cook Manager

<u>Step</u>	<u>1976-77</u>
1	\$4.08
2	4.20
3	4.37
4	4.54
5	4.73

b. Assistant Cook

<u>Step</u>	<u>1976-77</u>
1	\$3.82
2	3.94
3	4.11
4	4.27
5	4.47

ARTICLE XX - CAFETERIA AND HOURLY DRIVERS, Continued

B. Salaries - Cafeteria Employees, continued

Senior High Schools, continued

c. Baker

<u>Step</u>	<u>1976-77</u>
1	\$3.82
2	3.94
3	4.11
4	4.27
5	4.47

2. Avenel Junior High School

a. Cook Manager

<u>Step</u>	<u>1976-77</u>
1	\$3.82
2	3.94
3	4.11
4	4.27
5	4.47

b. Assistant Cook

<u>Step</u>	<u>1976-77</u>
1	\$3.57
2	3.68
3	3.85
4	4.02
5	4.20

ARTICLE XX - CAFETERIA AND HOURLY DRIVERS, Continued

B. Salaries - Cafeteria Employees, continued

Avenel Junior High School, continued

c. Baker

<u>Step</u>	<u>1976-77</u>
1	\$3.57
2	3.68
3	3.85
4	4.02
5	4.20

3. Junior High Schools and School #11

a. Cook Manager

<u>Step</u>	<u>1976-77</u>
1	\$3.57
2	3.68
3	3.85
4	4.02
5	4.20

b. Assistant Cook

<u>Step</u>	<u>1976-77</u>
1	\$3.33
2	3.43
3	3.60
4	3.76
5	3.95

ARTICLE XX - CAFETERIA AND HOURLY DRIVERS, Continued

B. Salaries - Cafeteria Employees, continued

Junior High Schools and School #11, continued

c. Baker

<u>Step</u>	<u>1976-77</u>
1	\$3.33
2	3.43
3	3.60
4	3.76
5	3.95

4. General Cafeteria Workers

<u>Step</u>	<u>1976-77</u>
1	\$3.01
2	3.10
3	3.27
4	3.44
5	3.64

- C. Ten-Month Drivers' Pay Disbursement - Total assigned work hours for the year are to be divided into 20 equal payments with payment for holidays included in the last check.
- D. Pay Day - The employer shall pay employees twice a month; the 15th day of each month, and the last working day of the month.
- E. Hourly Employees Overtime - Overtime will be paid at time and one-half in accordance with state labor laws.
- F. Promotion - 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.

ARTICLE XX - CAFETERIA AND HOURLY DRIVERS, Continued

- G. 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.
- H. Hours of Work
1. Work Week - The work week shall be scheduled between Monday and Friday inclusive.
 2. Work Days - Eight (8) hours (or less, if scheduled) shall constitute the regular work day. Each hourly ten month employee is to sign time in and time out at the designated time log at the principal's office or at the particular work site.
 - a. The total number of hours of work per day per employee established by August 22 of each year shall be the basic work day. This total number of hours constituting the basic work day once established shall not be reduced during the school year unless negotiated with the Union prior to any change being made.
 3. Regular Hours - The regular hours of work each day shall be construed to exclude one (1) hour for lunch.
 4. Work Schedule - The work schedule showing the employee's shifts, work day, and hours shall be posted in his respective school.
 5. Wash-Up - All hourly employees shall be granted a ten (10) minute personal cleanup period prior to the end of each work shift.

ARTICLE XX - CAFETERIA AND HOURLY DRIVERS, Continued

I. Holidays

1. Ten-month hourly employees shall receive proportionate regular pay for eleven (11) holidays, this amount to be included in the last paycheck of the year.
2. Any ten-month member eligible for at least a second step increment shall receive Labor Day as a holiday.

J. Ten-Month Cafeteria Workers Pay Disbursement

1. First check in September to be for five work days pay and equal payments thereafter based on 180 work days except that the final pay in June will be computed as follows:
 - a. Total days worked in the year plus (+) 11 holidays.
 - b. Total days pay earned less (-) days paid through June 5.
 - c. Net days to be paid in final check.

In Witness Whereof, the parties hereto have caused this Agreement to be signed by their respective presidents, attested by their respective secretaries and their corporate seals to be placed thereon, all on the day and year written below.

BOARD OF EDUCATION, TOWNSHIP OF
WOODBIDGE, NEW JERSEY

By Michael J. Mator (President)

By J C Cadwalader (Secretary)

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

By Joseph Vasey (President)

By Burton Banks (Secretary)

Date: June 15, 1976

SICK LEAVE RESOLUTION

WHEREAS, the Commissioner of Education for the State of New Jersey, by ruling dated December 13, 1974, directed the Woodbridge Township Board of Education to initiate negotiations with representatives of the various recognized groups of its employees to the end that a uniformly applicable sick leave policy be adopted by the Board of Education, and

WHEREAS, negotiations with representatives of the various recognized groups of Board employees has resulted in agreement as to a uniformly applicable sick leave policy, and

WHEREAS, the intent of the Board is to establish for all steadily employed personnel a consistent and uniformly applicable sick leave policy within the limitations of N.J.S.A. 18A:30-1 et. seq.,

NOW, THEREFORE, BE IT RESOLVED by the Board of Education of the Township of Woodbridge that the Board secretary and other appropriate school officials be and are hereby authorized and directed to rectify the sick leave records of steadily employed Board personnel from July 1, 1973 to the present in accordance with statutory limitations, and the following guidelines:

- a. Each person steadily employed by the Board will receive without pay deduction, twelve (12) days leave per year for personal illness which are accumulative and twenty (20) days leave per year for personal illness which are non-accumulative. For example, if an individual has been steadily employed in the school system for five (5) years and had accumulated fifty (50) days leave without pay deduction for personal illness, and now such individual becomes ill for one hundred (100) days, the individual's sick leave days shall be used in the following manner and sequence:

FIRST - The twelve (12) accumulative sick leave days allowed for the current school year shall be used;

SECOND - The fifty (50) sick leave days which had been previously accumulated shall be used; and

THIRD - The twenty (20) non-accumulative sick leave days allowed for the current school year shall be used, at which point the individual is no longer entitled to sick leave days without pay deduction. However, the individual may then request the Board to pay such individual each day's salary less the pay of a substitute in accordance with the provisions of N.J.S.A. 18A: 30-6. The decision as to whether such request will be granted and the extent of any such grant shall be at the sole discretion of the Board.

- b. The total number of sick leave days without pay deduction for personal illness which may be accumulated by an individual while steadily employed in the Woodbridge Township School District is unlimited, except that not more than twelve (12) sick leave days may be accumulated in any one year. For example, if a steadily employed individual is absent from employment due to personal illness for three (3) days in a given year, nine (9) days sick leave only will be added for that year to such individual's total accumulated sick leave days.
- c. The term "steadily employed" as used in a. and b. above means regular, continuous employment for the entire school year. Individuals whose employment is regular and continuous for the entire school year, but whose employment is for less hours daily or for fewer days per week than would be required for full-time employment are deemed to be "steadily employed" and shall be entitled to pro-rata number of sick leave days for personal illness without pay deduction.
- d. Each steadily employed individual who retires under a state administered retirement system after twenty (20) years of service in the Woodbridge Township School District shall be entitled upon retirement between July 1, 1975 and June 30, 1977 to a supplemental compensation payment for eight percent (8%) of the unused portion of accumulated sick leave days credited to such employee as of the last day of employment which shall be known as "Paid Retirement Sick Days". Any such employee credited with "Paid Retirement Sick Days" shall receive upon retirement a lump sum payment in the following manner:
 - (1) Ten (10)-month employees will have their "Paid Retirement Sick Days" (total accumulated sick leave x 8%) multiplied by 1/200th of their final year's salary to arrive at the lump sum payment they are to receive as supplemental compensation upon retirement. For example, if an employee, upon retirement, earned \$15,000 in the last year of employment and had accumulated 100 sick leave days, such employee would receive a lump sum supplemental compensation benefit of \$600, computed in the following manner:

$8\% \times 100 \text{ days (accumulated sick leave)} =$
 $8 \text{ days (Paid Retirement Sick Days).}$

$1/200 \times \$15,000 \text{ (salary)} = \$75.$

$\$75 \times 8 \text{ days (Paid Retirement Sick Days)} =$
 $\$600 \text{ Supplemental Compensation Benefit.}$

- (2) Twelve (12)-month employees will have their "Paid Retirement Sick Days" (total accumulated sick leave \times 8%) multiplied by 1/240th of their final year's salary to arrive at the lump sum payment they are to receive as supplemental compensation upon retirement.
- (3) The lump sum supplemental compensation payment for Paid Retirement Sick Days will be paid by the Board no later than August 1 of the school year subsequent to the school year in which the last day of employment was rendered, provided that notification of retirement is given to the Superintendent of Schools on or before December 1 of the school year in which the last day of employment is to be rendered. In the event that timely notice is not given, the lump sum supplemental compensation payment shall still be due and owing. If, however, payment of same presents a fiscal difficulty to the Board, then the Board may delay payment of the supplemental compensation, but in no event may payment be delayed later than August 1 of the year following the August 1 it would have been paid if timely notice had been given.

e. Each steadily employed individual who has retired between July 1, 1973 and June 30, 1975 under a state administered retirement system after twenty (20) years of service in the Woodbridge Township School District is entitled to a supplemental compensation payment for five percent (5%) of the unused portion of accumulated sick leave days credited to such employee as of the last day of employment, which shall be known as "Paid Retirement Sick Days". Any such individual is entitled to receive a lump sum payment in the following manner:

- (1) Ten (10)-month employees will have their "Paid Retirement Sick Days" (total accumulated sick leave \times 5%) multiplied by 1/200th of their final year's salary to arrive at the lump sum payment they are to receive as supplemental compensation.
- (2) Twelve (12)-month employees will have their "Paid Retirement Sick Days" (total accumulated sick leave \times 5%) multiplied by 1/240th of their final year's salary to arrive at the lump sum payment they are to receive as supplemental compensation.

- (3) The lump sum supplemental compensation payment for "Paid Retirement Sick Days" to which a steadily employed individual is entitled by reason of such individual's retirement as aforesaid between July 1, 1973 and June 30, 1975 shall be paid by the Board as soon as possible, with due regard for proper budgetary procedures, but in no event later than August 1, 1976.

BE IT FURTHER RESOLVED that the Board Secretary notify the District's employees as soon as practicable as to the correct number of accumulated sick leave days, if any, same are entitled to.

BE IT FURTHER RESOLVED that the Board Secretary notify, as soon as possible, those individuals who retired between July 1, 1973 and June 30, 1975 of their entitlement, if any, to a lump sum supplemental compensation benefit pursuant to the terms hereof.

BE IT FURTHER RESOLVED that the Board Attorney, Stewart M. Hutt, Esq., be and is hereby authorized to execute on behalf of the Board, a Stipulation of Dismissal terminating, on a consensual basis, the litigation presently pending before the Commissioner of Education, Woodbridge Township Board of Education v. Woodbridge Township Federation of Teachers, et al., pursuant to the terms of the foregoing resolutions.

SIDE-BAR AGREEMENT TO CONTRACT

BETWEEN

THE BOARD OF EDUCATION, TOWNSHIP OF WOODBRIDGE

and

LOCAL 2293, AFSCME, COUNCIL 73, AFL - CIO

JULY 1, 1976 to JUNE 30, 1977

Notwithstanding the execution of this Agreement by the duly authorized representatives of the Board of Education, Township of Woodbridge and Local 2293, AFSCME, Council 73, AFL - CIO, both parties expressly acknowledge that the Maternity Leave provision, Article IX, Section C, in the contract, is left open pending completion of a draft of language which shall reflect current law. When completed, such draft shall be offered to the parties for consideration and ratification, and shall, subsequent to such affirmative action, become a part of this contract.

BOARD OF EDUCATION, TOWNSHIP OF
WOODBRIDGE, NEW JERSEY

BY Michael J. Mehar (President)

BY J. C. Cadwalader (Secretary)

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

BY Joseph Kary (President)

BY Susan B. B. B. (Secretary)

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