

AGREEMENT BETWEEN

WILLINGBORO TOWNSHIP
BOARD OF EDUCATION

AND

THE EMPLOYEES ASSOCIATION
OF THE
WILLINGBORO SCHOOLS

*(Custodians, Maintenance, Food
Service Employees, Drivers)*

With respect to compensation
and the terms and conditions
of employment of its members.

X JULY 1, 1980 - JUNE 30, 1982

INDEX

| | PAGE |
|---|------|
| Preamble | 1 |
| Agreement | 1 |
| Article I, Recognition | 2 |
| Article II, Management | 4 |
| Article III, Operation of Agreement | 4 |
| Article IV, Responsibilities of Parties | 8 |
| Article V, Association Check-Off | 16 |
| Article VI, Compensation | 17 |
| Article VII, Health Insurance and Prescription Plan | 20 |
| Article VIII, Sick Leave | 21 |
| Article IX, Employee Absence | 23 |
| Article X, Holidays | 26 |
| Article XI, Vacations | 29 |
| Article XII, Hours of Work and Overtime | 33 |
| Article XIII, Seniority | 38 |
| Article XIV, Physical Examinations | 48 |
| Article XV, Part-Time Employees | 49 |
| Article XVI, Bulletin Boards | 49 |
| Article XVII, Supervisor's Work | 50 |
| Article XVIII, Suspension, Discharge and Termination of Employment | 50 |
| Article XIX, Defense of Legal Actions | 53 |

INDEX

| | PAGE |
|--|------|
| Article XX, Grievance Procedure | 55 |
| Article XXI, Board-Staff Relations Committee and Negotiations Committee | 60 |
| Article XXII, Operational Continuity | 61 |
| Article XXIII, Distribution of Tools | 62 |
| Article XXIV, Duration of Agreement | 64 |

PREAMBLE

In order to comply with and effectuate the provisions of Chapter 303 of the Public Laws of 1968 for the State of New Jersey, as amended by Chapter 123 of the Public Laws of 1974, THIS AGREEMENT IS MADE AND EXECUTED on this ____ day of _____, 1980, by and between the BOARD OF EDUCATION OF THE TOWNSHIP OF WILLINGBORO, hereinafter referred to as "The Board" and the EMPLOYEES ASSOCIATION OF WILLINGBORO SCHOOLS, hereinafter referred to as "The Association."

AGREEMENT

It is the intent and purpose of the parties hereto that this Agreement is the complete Agreement covering the rates of pay and the terms and conditions of employment to be observed between the parties hereto.

This Agreement expresses the entire understanding of the parties; any and all prior agreements between the parties with respect to the subject matter hereof are hereby cancelled and terminated.

The violation by either party of any provision of this Agreement shall not render the Agreement inoperative.

ARTICLE I - RECOGNITION

1. The Board recognizes the Association as the sole collective bargaining agent with respect to rates of pay and the terms and conditions of employment for employees engaged as follows:
 - A. building, grounds and pool maintenance;
 - B. custodians and custodial assistants;
 - C. transportation maintenance;
 - D. warehousemen;
 - E. food handlers and drivers;
 - F. food service personnel;
 - G. aides;
 - H. bus and van drivers.
 - I. title I teacher assistant.
2. The term "employee" as used in the Agreement shall apply to all workers engaged on jobs but excluding supervisory employees with authority to hire, promote, discharge, discipline or otherwise effect changes in the status of employees or effectively to recommend such action.
3. Reference to employees of one gender in this Agreement shall apply to employees of both genders.
4. The parties hereto agree that the position of "lead custodian" which had been abolished in the school district effective December 8, 1975 will be reinstated for the elementary

schools. Persons newly appointed to such positions shall receive a five (5%) percent salary increase. Any person appointed to such position who previously held the position of lead custodian and whose salary was previously increased as a result of holding said position shall not receive an additional increase. The parties understand that the Board intends to create custodial supervisor positions for the three secondary schools and that such positions will be outside of the unit.

5. The parties hereto agree that the position of "food handler" has been reduced from a twelve month position to a ten month position, effective July 1, 1975. However, the Board agrees that it will offer those persons who are employed as food handlers in the 1974-75 contract year employment as custodians during the summer months of the 1976-77 contract year at the same rates of pay which said persons would have earned as food handlers. The Board further agrees that persons in this category who accept employment during the aforementioned summer months as custodians will be issued twelve month contracts, with the designation of their split position specified thereon.
6. The Board will in no way discriminate against or in favor of any employee by reason of the employee's membership or non-membership in the Association, nor by reason of the

employee's engaging in permissible Association activities as provided herein. Neither the Association, nor its representatives, nor members will use discrimination, intimidation or coercion against any employees who do not join the Association.

7. The parties agree that the position previously known as Title I Aides has been reclassified as Title I teacher assistants and is now separate from the aides. In connection with this reclassification there will be a forty (\$.40) cents per hour salary increase for said positions in addition to the general overall unit increase. Both increases are reflected in the salary guide.

ARTICLE II - MANAGEMENT

The control of all matters relative to the management and operations of the plants and the operation of the school district's business is vested exclusively in the Board, except as these matters may be expressly limited by the terms of this Agreement.

ARTICLE III - OPERATION OF AGREEMENT

1. The Board and the Association as parties to this Agreement accept the provisions of the same as commitments which they will each, cooperatively and in good faith, honor, support and fulfill.

2. No provision of this Agreement will operate retroactively unless expressly so stated herein.
3. Nothing contained herein shall be construed to deny or restrict to any employee or to the Board such rights as either may have under the existing laws of the United States or of the State of New Jersey.
4. Employees hired in the unit shall be considered as probationary employees for the first sixty (60) days of their employment. When an employee completes his probationary period, he shall be entered on the seniority lists of the unit and shall rank for seniority purposes sixty (60) days prior to the day he completed his probationary period. The Board shall issue an individual contract or employment for a fixed duration at the next regularly scheduled public Board meeting following the completion of his probationary period.
5. Each employee in the unit who has successfully completed their probationary period shall execute an individual contract of employment for a fixed duration, terminating at the end of the Board's fiscal year. Said individual contract shall control the employee's legal status, shall reflect the rate of compensation provided in this Agreement, and shall be subject to this Agreement with respect to each employee's rate of pay and the terms and conditions of their employment. Upon approval

by the Board of the contract for the fixed duration of any unit member who has completed the probationary period, said member shall be paid retroactively to the date on which they completed the probationary services, the difference between the probationary rate and the regular rate applicable to said position.

6. Whenever any employee is required to appear before the Board or any committee thereof concerning any matter which could adversely affect the continuation of that employee's employment or position or the salary or any increments pertaining thereto, the employee shall be given prior written notice of the reasons for such meetings or interviews and shall be entitled to have a representative of the Employees Association present to advise or represent them during such meeting or interview.
7. All employees with less than thirty days continuous service shall be subject to discharge without recourse, provided such discharge shall not be used by the Board for the purpose of discrimination against employees because of membership in or legitimate activity in the Association.
8. On or before June 15th, the Board shall issue to each employee in the bargaining unit who has been continuously employed

therein since the preceding July 1 with respect to twelve month employees and the preceding September 1 with respect to ten month employees either:

- (a) a written offer of a contract for employment for the next succeeding work year at the then existing compensation rate or such increase as may be negotiated by the Association; or
 - (b) a written notice that employment will not be renewed for the next succeeding work year. In the event that the Board fails to comply with the above provision, it shall be deemed to have issued a written offer of a contract for employment for the next succeeding work year as of June 15th. Offers of employment shall expire within thirty days of the date of issue unless the same are accepted in writing by the employee and said written acceptance delivered to the office of the Personnel Manager within said thirty-day period.
9. Where administratively feasible, the Board will provide the Association with notice of the intended suspension or termination of any unit member at least twenty-four hours prior to the effective date of said suspension or termination.

ARTICLE IV - RESPONSIBILITIES OF PARTIES

1. Each of the parties hereby acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement. The Association (its officers, representatives and members) is bound to abide by the provisions of the Agreement.
2. The Board (its officers and any of its representatives) is bound to abide by the provisions of this Agreement.
3. Application to the job in addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed.
 - a. It is recognized that sound, equitable, and competitive work practices are an essential ingredient to the establishment of a climate for the growth and the security of job opportunities at the Board of Education.
 - (1) It is the duty of every employee to apply themselves diligently to their work during all of their working hours. To this end the Association will support the Board's efforts to curb absenteeism and other practices which curtail work; to eliminate waste and inefficiency; to improve the quality of workmanship; to prevent accidents, and to promote good will between the Board and its employees.

- (2) No Association representative or Association member shall conduct Association activities on Board time unless otherwise provided herein.
- (3) The Association shall designate one Shop Steward and one alternate for each school in the district, which Shop Steward shall have the right in their school to conduct Association activities on Board time, provided that the same does not interfere with the performance of the normal duties of school personnel and provided that the Shop Steward first secures the permission of their immediate supervisor to conduct such activities, which permission shall not be unreasonably withheld. In the event that the Shop Steward designated to represent a given school is absent or otherwise unavailable, the rights referred to in this subparagraph may be exercised in said person's absence by a member of the Association's Executive Board.
- (4) Either the Association President or the President's designee from among the membership of the Association Executive Board shall have the right to enter any school during normal business hours for the purpose of conducting Appropriate Association business, provided that said person obtains both the permission of their immediate supervisor to leave their

duty station and the prior approval of the principal of the building which they seek to enter, which permission shall not be unreasonably withheld.

- (5) In the event that an emergency arises relating to the alleged breach or administration of this contract after normal school hours or at such other times when the building principal is not available, the Association President or the President's designee from among the membership of the Association's Executive Committee shall have the right to enter the school building for the purpose of discussing or alleviating said problem, provided that said person secures the prior permission of the Director of Plant Facilities, which permission shall not be unreasonably withheld.
- (6) The Board will permit the Association to examine all records for the purpose of investigating compliance with the provisions of this Agreement, providing the Association makes an appointment to do so with the office of the Personnel Manager.
- (7) The authority of steward designated by the Association shall be limited to, and shall not exceed, the following duties and activities:

- (a) Investigation and presentation of grievances in accordance with the provisions of this Agreement.
 - (b) Transmission of written messages and written information concerning Association business to Association members.
- (8) Association officers or designated Association representatives shall be permitted to inspect records pertaining to members of the unit at reasonable times and upon reasonable notice to the Personnel Manager.
- (9) The Association shall supply the Board with a complete list of Association officers. Grievance Committeemen and Stewards shall promptly report in writing to the Personnel Manager any additions or changes. The list shall indicate the Department or group of employees to be represented by each Steward. Recognition of Association representatives will depend upon such written notification. The Association shall designate one shop steward and one alternate for each school building with respect to the exercise of those rights referred to in subparagraph 3 of this Article.
- (10) The right to determine the size of the work force at any given level of activity, including all types and classifications, is a recognized Board right.

- (11) Experimentation by and training of administrative or supervisory employees on any equipment will not require the presence of a bargaining unit employee unless one or more is assigned by the Board for such work. It is understood that it is not the intent of the Board to replace any bargaining unit employee by an administrative or supervisory employee through the exercise of this right, nor to use any administrative or supervisory employee's work performance for purposes of establishing standards in any area covered by the Labor Agreement.
- (12) The Board will provide five uniforms per year to employees in the following categories: building, grounds, pool and transportation maintenance; custodial personnel; food handlers and food service drivers. The Board will also provide one additional uniform to such employees within the aforementioned categories upon the written certification by the employees' supervisor that an additional uniform is necessary. The Board further agrees that any employees assigned to outside duties during inclement weather shall be provided a raincoat and a rainhat. The Board further agrees that any employee who is assigned to direct traffic shall be provided with a luminous overlay for use during that particular

assignment. It shall be the responsibility of the employee receiving the uniform or item of clothing specified under the terms of this Agreement to return the same to the Board upon termination of their employment, and any employee who fails to do so shall be individually liable to the Board for the reasonable value thereof.

- (13) Every employee to whom the Board provides uniforms as previously set forth shall be required to be in uniform while on duty. Any such permanent employee who appears for work not in uniform, without having acquired the prior written permission of the Director of Plant Facilities, may be sent home without pay.
- (14) The Board does not expect any employee to operate any equipment or vehicle that is not in proper and safe order. In the event that any employee deems any equipment or vehicle to be in an unsafe condition, said employee shall immediately notify the office of the Director of Plant Facilities. The Director of Plant Facilities shall in turn notify the person designated in writing by the Association to act as the Association Safety Officer, and both shall then proceed to inspect the equipment or

vehicle. If the Director of Plant Facilities determines that the vehicle or equipment is in safe operating condition, the employees shall utilize the same for any task that said employee is directed to perform. In the event that the Association Safety Officer disagrees with the determination of the Director of Plant Facilities, the Association Safety Officer may register a dissent in writing but the decision of the Director of Plant Facilities shall be final. Any equipment or vehicle which is designated as unsafe for operation by the Director of Plant Facilities shall be appropriately tagged and identified so that it cannot be used by other employees until appropriate adjustments have been made. After the completion of said adjustments or repairs, the equipment or vehicle shall be re-inspected by the Director of Plant Facilities and by the Association's Safety Officer. The determination of the Director of Plant Facilities with respect to the return to service of the equipment or vehicle shall be final and binding, but the Association Safety Officer shall have the right to register any dissent or disagreement with that determination in writing. It shall be the obligation of all employees to report known defects in machinery or

equipment, failure to do so shall be considered on a case by case basis to determine if disciplinary action is warranted. Employees shall at the end of their respective shift report all equipment defects which are not of an emergency nature in writing to the Director of Plant Facilities and to the Association Safety Officer.

- (15) The Association and its members shall have the right to use the school building at reasonable hours for meetings, conferences and activities relating to Association business if they comply with regular procedures for use of facilities.
- (16) The Association shall have in each school building the exclusive use of a bulletin board in accordance with, and pursuant to, the provisions of Article XVI hereof.
- (17) The Board agrees to make available to the Association one mail box in each school which the Association shall have the right to use in a reasonable manner for the purpose of communicating with its membership.
- (18) Employees shall report all accidents immediately.

ARTICLE V - ASSOCIATION CHECK-OFF

1. The Board agrees that, in accordance with existing statutes, and upon receipt of individual written authorization from an employee, it will deduct from such employee's net earnings for the first pay period of each month that employee's Association initiation fee and Association dues, the amount of which shall be specified in writing by either the Secretary-Treasurer of the Association or the President of the local Association. The Board agrees that it will then disburse the monies so deducted to the Association promptly, and the Association agrees to officially advise the Personnel Manager of the name and address of the party to whom such disbursement should be directed. The Board will provide the local Association with a copy of all check-off information including the identity of the person for whom deductions are being made and the amount and the date of said deductions.
2. Changes in dues, assessments or amounts of deductions will be made by the Board only as authorized in writing by the President or Secretary of the Association.
3. Any written authorization or notice submitted to the Board is deemed to be only an authority for the Board to deduct dues, assessments and initiation fees as set forth in the Association's form presently in use.

4. The Association shall indemnify the Board and hold it harmless against any and all suits, claims, demands and liabilities which shall arise out of, or by reason of, any action taken by the Board for the purpose of complying with the provisions of this Article.

ARTICLE VI - COMPENSATION

1. Under the terms of this Agreement, the Board shall not be required to pay for any time except time spent at work to which the Board assigns the employee unless otherwise specifically provided in this Agreement.
2. All earnings are calculated on a semi-monthly basis.
3. Salary guides for the various positions represented by the Association have been prepared by the Board and reviewed and accepted by the Association. Those salary guides are set forth at Schedule A(1) for the 1980-81 year and Schedule A(2) for the 1981-82 year. Each current employee shall be allocated to a step on Schedule A(1) for 1980-81 which will provide for an overall unit salary increase of twelve point seven (12.7%) percent. Placement of the current employees shall be done so that the raise for an individual for the 1980-81 year shall be between twelve point two (12.2%) percent and thirteen point two (13.2%) percent. Placement upon A(1) shall be done without concern for an individual's years of service in a position or the district.

4. Employees who have completed a years service in a position and who are on Schedule A(1) for 1980-81 shall move to the next step on Schedule A(2) for the 1981-82 year.
5. The rate of pay for probationary custodians shall be three dollars and forty seven cents (\$3.47) per hour. Upon becoming permanent, such employees shall be placed upon the first step of the salary guide.
6. When promoted an employee shall be placed on the step of the guide for the new position which provides the employee with a salary equal to immediately greater than they were receiving in the position they were promoted from.
7. In addition to the aforesaid compensation adjustments, the Board agrees to pay an additional longevity increment of \$100 to each eligible employee upon the issuance to said employee of the fourth, seventh, tenth, thirteenth and sixteenth consecutive contracts of employment in this district. In order to be eligible for said longevity increment, the employee must be regularly employed for a minimum of seven hours per day, five days per week. The parties hereto acknowledge that certain employees became initially eligible for longevity consideration under the 1974-75 collective bargaining agreement between the parties, and with respect to the

employees who became first eligible at that time, longevity eligibility shall be computed on the basis of the 1974-75 contract year being the first year of such eligibility.

8. With respect to persons holding a black seal license, the Board will agree to pay as additional compensation the sum of \$500 to every employee holding such license who is employed for a forty hour week and a twelve month work year, provided that the eligible employee holding the license accepts during the course of that work year five overtime assignments requiring utilization of the black seal license. The additional compensation previously referred to shall become payable only after the employee in question has completed said five overtime assignments which required use of the black seal license. Regular work time assignments do not count towards this additional compensation. Overtime shall be allocated for Black Seal turns on a district wide seniority cycle.
9. In addition to the aforementioned compensation rates, any employee working the third shift shall receive an additional compensation adjustment equivalent to 10% of the otherwise applicable rate for that position as premium pay. This premium pay will be due and payable only when an employee is actually employed on the third shift. In the event

that the employee is transferred to another shift, or that the third shift work is eliminated, this premium pay differential shall not become part of the employee's salary in any succeeding pay period.

10. New Hires shall be placed on step one (1) of the salary guide.
11. The salary of the "lead salad maker" shall be equalized to that of the "baker" retroactive to July 1, 1977.
12. Overtime pay shall be included in the check for the pay period which follows the pay period in which the overtime is worked.
13. Provisions shall be made to permit unit members to purchase tax sheltered annuities. Such employees utilizing this provision shall waive any right to make a claim against the Board as a result thereof.
14. Salary checks shall be distributed in envelopes.

ARTICLE VII - HEALTH INSURANCE AND PRESCRIPTION PLAN

1. The parties hereto agree that the Board will extend to the Association the same health insurance program and benefits which the Board ultimately negotiates for the period in question with the Willingboro Education Association, the

bargaining agent for teaching personnel in the school district. Upon the completion of the latter negotiations, the parties hereto will execute a written addendum to this contract document which will specify in detail the nature and extent of that health insurance benefit program.

2. Effective with the 1978-79 school year, the district shall implement a prescription plan consistent with the interest arbitration award dated December 5, 1977 of Lawrence Hammer and as interpreted by the grievance arbitration award dated March 22, 1980 of Robert Mitraini.

ARTICLE VIII - SICK LEAVE

1. All members of the unit employed on a twelve month basis shall be entitled to twelve days paid sick leave during the term hereof, to be pro-rated where necessary with respect to new employees whose employment occurs after July 31, 1974, at the rate of one day per month. All members of the unit employed on a ten month basis shall be entitled to ten days paid sick leave during the term hereof, to be pro-rated where necessary with respect to new employees whose employment occurs after September 30, 1974. The term "sick leave" as used herein is defined to mean the absence from one's position due to illness, injury or exclusion by the school

district's medical authorities due to quarantine or contagious disease. Any portion of such sick leave not utilized within the term of this Agreement may be accumulated by the employee for use as additional sick leave if reemployed by the Board in subsequent years.

2. There shall be a written accounting of accumulated sick leave for each unit member, computed as of July 1 of each year and provided to each employee on or before the next September 15.

3. If any employee otherwise entitled to sick leave under the provisions hereof, shall be required to be absent from their post of duty as a result of an accidental personal injury arising out of, and in the course of their employment, the Board agrees to pay such employee the full salary or wages. for the period of such absence up to one calendar year from the commencement thereof without charging such absence to the employee's annual or accumulated sick leave. Such payment shall be made for any absence during the period that the employee received or may have been eligible to receive temporary disability benefits under the Workman's Compensation Law. However, any amount of salary or wages payable to an employee pursuant to this provision shall be reduced by the amount of any workman's compensation award or benefits made to the employee for temporary disability.

4. Any employee working a day shift who is unable to report to work will notify the central call-in number of such inability before 9:00 o'clock A.M. of that day. Any employee working a night shift who is unable to report for work shall similarly notify the central call-in number of said inability before 1:00 o'clock of the day on which that shift begins. Any employee who fails to comply with these notice provisions, except where conditions beyond the employee's control prevent the same, shall not be paid for the day's absence. The employee shall likewise be required to notify their immediate supervisor or the Board office of their intention to return to work before the same hour as set forth above, and if they fail to do so, the Board shall incur no obligation to said employee for the day on which they report to work. Notwithstanding the provisions of this article, aides and cafeteria employees shall continue with the call-in and substitute procedures, if any, as were in effect in 1979-80.

ARTICLE IX - EMPLOYEE ABSENCE

1. Paid Leave - In addition to the sick leave provision previously set forth, employees within the unit shall be entitled to the following time off with pay:
 - a. Six days for personal business, without the necessity for specification of the nature of said business: However, a

request for a personal business day must be submitted to the office of the Personnel Manager for approval at least 3 working days prior to the day for which leave is requested. Personal business days will not be granted on days immediately preceding or immediately following scheduled holidays. Personal business days will not be cumulative from year to year.

- b. Up to five working days leave will be granted for a death in the immediate family, and the "immediate family" shall be defined and construed to mean father, mother, grandparents, wife, husband, children, brother or sister, mother-in-law, father-in-law, sister-in-law, brother-in-law, uncle and aunt, nieces or nephews. Such days shall not be cumulative from year to year.

2. Unpaid Leaves of Absence - Leaves of absence without pay may be made available under the following conditions:

- a. Any employee who is to be absent for more than two (2) weeks and who has acquired seniority of six (6) months or more with the Board and is to be absent because of personal illness beyond accrued personal illness days (personal illness shall be construed to include the quarantining of any employee by the health department when such quarantining prevents the employee from reporting to work) or illness in the immediate family (which shall be construed as husband, wife, mother or father),

or physical disability, shall upon written request to the Board be granted a leave of absence for an additional two weeks. All such written requests must be accompanied by a physician's certificate for each two week request for additional leave of absence. Leaves shall be granted without pay but with full seniority accumulating during the term thereof. Any employee on leave of absence June 30 of any year must actively return to work for at least one day in the ensuing year in order to be eligible for vacation pay.

- b. In the event that any employee requests leave due to pregnancy, the Board will grant the same without pay for the balance of the employee's work year. The employee absent on maternity leave may apply for reinstatement prior to the end of the employee's work year, if the employee provides the Board with a physician's certificate certifying that the employee is capable of returning to work and if there is a vacancy in the employee's job classification at that time. The Board will further agree to honor such an employee's request for reinstatement if a vacancy thereafter occurs in that job classification prior to the end of the applicable work year.
- c. If the employee fails to report for work on the first regular work day after the termination of the leave of absence, and the employee's continued absence is not

covered by some recognized emergency, the employee shall be subject to immediate discharge and shall forfeit all rights under the terms of this Agreement.

- d. Whenever any employee is by mutual agreement of the Board and the Association scheduled during his regular work hours to participate in negotiations, grievance proceedings or joint conference between the Board and the Union, said employee shall be paid as if the employee were performing their regular duties.

ARTICLE X - HOLIDAYS

1. The following days shall be designated as paid holidays during the term hereof, subject to the terms and conditions otherwise set forth in this Article:

The day before New Year's Day;

New Year's Day;

Washington's Birthday;

Good Friday;

Either Holy Thursday or Easter Monday (depending on school closing calendar);

Memorial Day;

Independence Day;

Labor Day;

Veterans' Day;

Thanksgiving Day;

the day after Thanksgiving;

Christmas Day;

Either the day before or the day after Christmas
(depending on school closing calendar);

Two additional holidays to be agreed upon by the parties
which shall be on the day on which the schools in the
district are closed.

2. The aforementioned paid holidays shall be available for all members of the unit who are employed on a twelve month basis.
3. Ten month employees who work the school calendar shall be entitled to paid leave on only two (2) of the holidays listed in paragraph one (1) hereof, namely Thanksgiving Day and Christmas Day.
4. A holiday shall be considered generally as starting at 7:00 A.M. of the holiday, or the day when the holiday is observed. Holidays which fall on Saturday shall be celebrated on the preceding Friday, provided that schools are closed on that day, and holidays which fall on Sunday will be celebrated on the following Monday, provided that schools are closed on that day. If schools are open on a day on which a holiday would be otherwise celebrated, the Board and the Association shall negotiate a mutually acceptable day on which to celebrate that holiday consistent with the prevailing school calendar.

5. To be eligible to receive any pay for not working on any of the above holidays, an employee must:
 - a. Complete thirty (30) days of service prior to the holiday,
or
 - b. Be on any approved absence with pay status, or
 - c. When holiday occurs during the first two weeks of leave of absence granted pursuant to Article IX.
6. Any employee is not eligible to receive holiday pay while laid off from the Board.
7. The Board shall not be obliged to schedule work for any employee on a holiday even though work would have been scheduled for the day if it had not been a holiday. If work is scheduled, it shall be distributed on a shift in a continuous cycle by unit seniority among qualified employees in the unit in a specific department; provided however, scheduling agreements may be made in the department if qualified people are not available or in cases of emergency.
8. All employees of the bargaining unit must work the day before and after a paid holiday except in case of illness. A doctor's certificate may be requested for absence on these days.

9. Eligible employees who do not work on the above holidays shall receive their regularly assigned daily rate current immediately preceding the holiday.
10. Employees scheduled to work on the above holidays will receive double time for all hours worked on the holiday plus the regular pay for the holiday itself, provided that a minimum of forty hours of work including the holiday is accumulated, during the week of the holiday. If less than forty hours is accumulated during the week in which the holiday occurs, the employee will receive time and one-half for all hours worked on the holiday rather than double time.

ARTICLE XI - VACATIONS

1. The provisions of this Article with respect to vacation leave shall be applicable only to those employees in this unit who are employed on a twelve (12) month basis.
2. The vacation base period shall begin on July 1st and end June 30th. Every employee whose anniversary of continuous employment is prior to and including June 30th of the vacation year shall be eligible for vacation in accordance with the following:

| ACCUMULATED SERVICE | VACATION |
|--|----------|
| If employed during the base period for 6 months, exclusive of the probationary period, but less than 1 full year | 1 Week |
| 1 year to less than 5 years | 2 Weeks |
| 5 years to less than 15 years | 3 Weeks |
| 15 years or more | 4 Weeks |

3. Each employee who has qualified for vacation allowance during the first year of their employment or who has accumulated six (6) months of service during the base period for vacation computation during any subsequent year of employment shall be entitled to full vacation benefits, notwithstanding the fact that their services may have been terminated for any reason in the ensuing year prior to the receipt of vacation pay. Employees who were not on the active payroll on July 1st, but who became active thereafter as a result of recall, will receive vacation pay so long as they work six (6) months between July 1st and June 30th of the vacation year.

4. All vacations for custodians, custodial assistants, building maintenance personnel, transportation maintenance personnel, and driver-porters shall be taken and completed within the

calendar months of July and August, except that up to a total of five employees in this combined categories may be permitted to take their vacation in a month other than July and August. Requests to exercise vacation leave during months other than July and August for categories previously mentioned shall be forwarded in writing to the Personnel Manager at least one week in advance of the first day of the calendar month during which such leave is requested, and the same shall be granted up to a maximum of five (5%) fixed for any such month on the basis of seniority of the personnel requesting the same. Personnel employed in the categories of ground maintenance, pool maintenance and warehouse personnel shall take their vacation leave in months other than July and August. The Board will tender written responses to all written requests received for vacation scheduling.

5. All requests for vacations to be taken during the months of July and August shall be submitted in writing to the office of the Personnel Manager on or before June 1 of the year in which the vacation is to be taken. Requests will be granted in the order of seniority of the employee within the district. The Board will tender written responses to all written requests received for vacation scheduling.

6. In the case of a death of any employee who is eligible for and has earned a vacation, vacation due as of the date of the employee's death will be paid to the employee's estate.
7. Vacations of one week or more may be scheduled as consecutive days, or in combinations of five consecutive days, beginning on Monday.
8. Vacations, will, so far as possible, be granted at times most desired by employees (employees with the greatest seniority being given preference as to choice), but the final right to schedule vacation periods is reserved to the Board in order to insure the orderly operation of the plants. This includes the right by the Board to determine whether or not the schools shall be closed during the vacation period and to schedule vacations at such time.
9. Vacation pay for employees shall be based on the average hours worked for the twelve (12) pay periods starting with the first full work week of the year. In the event employees are eligible for a vacation during the vacation period but have not worked during the first twelve week period of the year, the vacation pay for such employee shall be based on the average hours worked for the first two (2) week period of the four (4) weeks immediately preceding their eligibility dates. Vacation pay for each vacation week with respect to eligible full time employees shall not be less than twenty hours nor more than forty hours per week.

10. Vacation pay will be based on the employee's regular job rate (not temporary rate) current at the time of vacation.
11. No no case will vacations be allowed to accumulate from year to year.
12. Employees who are scheduled for vacation during a week in which a paid holiday falls shall be required to take an additional day off, which day shall be the first normally scheduled work day following the vacation.
13. Employees shall receive their vacation pay on the last working day prior to the beginning of their vacation period, provided that they have requested their vacation pay be made available to them on that date by filling an appropriate written request with the office of the Board Secretary-School Business Administrator at least thirty days in advance of the date on which they desire to receive said pay.

ARTICLE XII - HOURS OF WORK AND OVERTIME

1. There shall be four (4) work day classifications within the bargaining unit, namely:
 - a. three (3) hours for elementary school aides;
 - b. four (4) hours;
 - c. six (6) hours; or
 - d. eight (8) hours.

2. Each employee whose work day exceeds four (4) hours shall receive a one-half hour lunch period upon the completion of his first four hours of work. (Lunch periods not paid for by the Board.) Employees may leave the school premises for their lunch period provided that they card out and card in.
3. Each employee shall be entitled to a 15 minute break after the first two hours of work. Those employees whose work day exceeds 4 hours shall be entitled to a second 15 minute break after the completion of one-half of their regular work day.
4. All employees in the unit upon reporting to and leaving their respective jobs shall be required to clock in and clock out through the use of an automatic time clock device.
5. With respect to those employees whose regular work day consists of eight (8) hours the following provisions shall apply:
 - a. Work Week: A normal work week shall consist of five (5) consecutive eight (8) hour days worked from Monday through Friday, except where off-standard work schedules exist, the normal work week shall consist of five (5) consecutive days followed by two (2) days of rest.
 - b. A Day and A Day's Work: A day shall be defined as a consecutive twenty-four (24) hour period beginning with the starting time of an employee's shift. Eight (8) continuous hours of work, interrupted by regularly scheduled lunch periods, shall constitute a day's work.

c. Standard Schedules: The following are the standard schedules for the working hours of the various shifts. It is understood that the Board has the right to operate two different standard schedules simultaneously within a department. The Board will notify the Association steward before such schedules go into effect. When the Board changes employees from one standard to a different standard schedule, seniority will be considered whenever practicable.

| | |
|--------------|------------------------|
| First Shift | 7:00 A.M. - 3:30 P.M. |
| Second Shift | 3:30 P.M. - 11:30 P.M. |
| Third Shift | 11:00 P.M. - 7:30 A.M. |

6. Overtime Work --

- a. When the Board desires to schedule overtime work for the seventh day of the work week for a unit in the department, qualified employees in the unit in the department will be scheduled in a continuous cycle by unit seniority in the department as required for the work, but they may be scheduled for a shift other than their normally assigned shift.
- b. An overtime turn is defined as four (4) or more overtime hours scheduled and/or worked in the first five (5) days of the work week. Any overtime hours scheduled and/or

worked on the seventh day of the employee's work week shall constitute an overtime turn. Overtime distribution schedules shall be maintained for each classification. Declining to work or failure to work overtime when scheduled or working any overtime shall constitute a turn for an employee.

- c. The responsibility for the distribution of overtime rests with the Director of Plant Facilities.
- d. If any discrepancy occurs with respect to turns between shifts, the supervisor must be notified in writing before the overtime is worked so that the supervisor may have time to change the schedule. If the overtime is worked before the error is detected the Board's liability shall be limited to granting a make-up turn to the proper employee at that employee's convenience when partial overtime is scheduled. The parties also recognize the need in some cases for exceptions to overtime schedule where exceptions can exist only because of emergency or unavoidable qualified personnel.

7. Overtime Pay:

- a. Except as provided in (b) below, time and one-half shall be paid for all hours or parts of hours worked:
 - (1) In excess of eight hours in any one work day;
 - (2) In excess of forty hours regular shift in any one work week.

b. Double time shall be paid for all hours or parts of hours worked:

- (1) In excess of forty hours regular shift in any work week if excess falls on Saturday or Sunday.
- (2) Overtime rates shall not be paid to employees on more than one overtime basis whether hourly, daily or weekly. Overtime payments for all employees shall be computed from the employee's average hourly earnings for the current payroll week.

8. Division of Overtime:

- a. The Board has the right to schedule overtime work. No employee shall be discriminated against or disciplined for failure to work overtime. Employees who indicate they will work overtime shall be expected to work as scheduled. The Association, its members, and all employees will in good faith comply with this provision and will not take any concerted action to circumvent it.
- b. On a shift, scheduled overtime work shall be divided as equally as practicable in a continuous cycle by unit seniority among qualified employees in the unit in a specific department. A qualified employee is one who can perform the full job requirements as normally performed in the job classification for which the overtime is

scheduled. However, if employees are scheduled for overtime work for which they alone are qualified, they shall not participate in overtime turns in other work for which they are also qualified, until other qualified employees have had an equal number of turns. Overtime shift work may be scheduled for qualified employees in the unit in the specific department on their regularly assigned shift so long as the employees so scheduled are not more than two turns ahead of other qualified employees on any other shift.

9. Overtime Records:

The Board will make available to the Association monthly records of all overtime worked by members of the unit, which monthly overtime summaries shall be provided to the Association on or before the 15th day of the following month.

ARTICLE XIII - SENIORITY

1. District-wide seniority is defined as the length of an employee's continuous service in the school district that shall date from the employee's most recent hiring. Departmental seniority is defined as the length of an employee's continuous service in a given department or job category and that shall date from the time of the employee's most recent

assignment to said department or job category. The Board and the Association agree to jointly develop a seniority list with respect to all employees presently in the bargaining unit, which list when developed shall be signed by both parties and shall be considered as binding upon both parties with respect to future determinations of seniority with respect to employees in the unit. Seniority shall cease upon:

- a. Resignation or voluntary quit.
- b. Justifiable discharge.
- c. Failure to report for work within five (5) consecutive work days without good reason and without written notice to the Board within said five (5) days. Such written notice must be given to the employee's supervisor.
- d. Failure to notify the Board by certified mail (return receipt requested) of acceptance or rejection of recall within three (3) days of receipt of recall notice, or prove inability to give such written acceptance of rejection, or failure to return to work from lay-off within five consecutive work days after being notified to return. Notification shall be by certified mail to the last address of the employee as shown on the records of the Board. Copies of recall letters will be mailed to the Association at the same time such letters are sent to the employees.

- e. A lay-off from the Board for more than twelve (12) months of an employee having six months or more of accumulated service.
- f. A lay-off from the Board for a period exceeding the period of accumulated service of any employee having less than six (6) months service.

Any employee whose seniority has ceased under the foregoing and who is subsequently rehired shall be covered under the terms of this Agreement in the same manner as a new employee.

2. Probationary Period:

- a. All employees with less than sixty (60) days continuous service shall be subject to discharge without recourse, provided such discharge shall not be used by the Board for the purposes of discriminating against employees because of membership or legitimate activity in the Association.
- b. After completion of the sixty (60) day probationary period, an employee's record of continuous service will date back to the original employment date.

3. Seniority Records:

- a. The Board will maintain seniority records of employees which will be available in the Personnel Division for examination by the steward and grievance committeemen.

- b. The Board shall notify the Association of all occurring seniority changes as soon as possible.

4. Seniority Units and Classification:

- a. The seniority provisions shall operate within the various labor grades that make up the seniority units which are attached and made a part of this Agreement. The seniority units are made up of one or more job classifications of the same or different departments doing similar work. The units as presently constituted shall remain in effect unless changed by agreement between the parties.
- b. An employee when hired shall be assigned to a classification in a unit, and shall accumulate seniority in that unit on the basis of that employee's accredited Board service.

5. Layoff of unit members shall be accomplished in the manner utilized in 1976-77 utilizing the concept of "an aide is an aide".

6. Job Vacancies:

- a. Job vacancies are open jobs other than of a temporary nature for which the Board requires additional employees. Such vacancies will be filled in the following ways:

- (1) When a job opening occurs, it will be filled by the highest qualified employee who has indicated a preference by submitting an appropriate application for the vacant job.
 - (a) An upgrading or downgrading will be filled by the highest senior employee who has indicated a preference for the job and has the skill and ability required for the job.
- (2) It is understood that an employee may file for a transfer from one area of the same job classification and must be approved by the Director of Plant Facilities
- (3) Job vacancies will be posted at the clock in each department in the seniority unit for which the opening occurs.
- (4) The initial posting shall be in each school and in each department for five days starting at 1:00 P.M. on the day the requisition is received in the Personnel Office.
- (5) Interested employees may apply by applying in the office of the Director of Plant Facilities.
- (6) Persons who are absent through no fault of their own (e.g. sickness, etc.) during posting will have the opportunity within three (3) days after return to indicate their interest in the job. This pertains to absences other than those covered by formal leaves.

7. Right of Assignment and Transfers:

- a. The Board will have the right of job assignment on a particular shift within a labor grade, in a specific unit.
- b. A temporary transfer is defined as a transfer of an employee to any job other than that employee's regularly assigned job and shall not exceed a period of four weeks except that employees may be transferred within a labor grade within a unit for a period not exceeding sixty (60) days.
- c. If a transfer has been made for the period defined above, the condition shall no longer be considered as a temporary condition and thereafter the Board will make a permanent adjustment. However, the duration of a temporary transfer may be extended beyond the above limitation by agreement between the employee, the steward and the Director of Plant Facilities. All parties are expected to apply a reasonable application to these limitations taking into consideration the operating problems of the Board.

Employees on temporary transfers shall retain and accumulate seniority in their currently assigned unit.

8. Urgency:

- a. If temporary transfers are required due to reasons other than work not being scheduled or available, the Board may transfer employees without regard to seniority.
- b. Payment for Temporary Transfers:
Employees involved in temporary transfers shall be paid their assigned personal rate or the rate of the job to which they are transferred, whichever is higher.
- c. Voluntary permanent transfers shall be made in accordance with the following:
 - (1) The request shall be made in writing.
 - (2) When an employee has voluntarily transferred to another unit, that employee shall not be permitted to transfer again to another until said employee has accumulated eighteen months seniority in their present unit.
 - (3) When an employee makes a voluntary permanent transfer to another unit, they shall waive all of their seniority rights to return to the labor grade and unit from which they transferred unless they are laid off from the unit to which they transferred.
 - (4) This section shall not limit the Board from assigning an employee to duties within their job description.

- (5) Trade helpers will normally work in their own trade unit, but there shall be no restriction at any time regarding their working other trade units.
- (6) Trades helpers should be used to train additional maintenance personnel from within the district.
- (7) Trades helpers shall receive the same rate of pay as he is receiving in his previous employment.
- (8) Trades helpers should always be accompanied by a maintenance man.
- (9) There shall be no separate salary scale for trades helpers.
- (10) In the event an employee has at any time in the past been employed in any job which is now within the bargaining unit, and has been or is transferred to a job out of the bargaining unit, the employee may be returned to this former department, or if such department is no longer in existence, to a job in a unit performing similar work, on the basis of the employee's Board service and providing the employee has the skill and ability to perform the job within a two week trial period.

9. Physical Disability Transfer:

- a. All temporary Board-incurred disabilities necessitating a temporary transfer will be governed by the temporary transfer provisions of this Article.

- b. Non-Board incurred permanent disability transfer requests may be made only by employees having at least ten (10) years Board service who are permanents unable to perform this assigned job. Transfers may only be made on jobs held by employees within the lowest three years of Board seniority actively employed at the time the request is made. Under such moves the transferee takes full Board seniority into the unit to which he transfers. Only one such transfer is permitted unless the job is abolished thereafter.
- c. Employees who are permanently unable to perform their regularly assigned job as a result of a Board-incurred disability, may apply for a permanent transfer subject to the following condition: The search by the Board for an appropriate job must be begun first by reviewing jobs held by employees with less than three (3) years seniority and continuing the search at yearly intervals. In no event may the applicant displace an employee with more Board seniority. An employee transferred under this Section relinquishes recall rights to his former job and carries his full Board seniority into the unit where in the new job is located.
- d. An employee who has, as a result of a Board-incurred injury, suffered the loss of an eye, or the equivalent of complete amputation of an essential body member, may

apply for preferred seniority on their regularly assigned job as long as the employee is physically able to perform the duties thereof. If the injury prevents the efficient performance on the regularly assigned job, the employee may request a transfer whereupon the Board will attempt to place the employee in a job commensurate with the employee's skill and physical capability. An application approved under this Section shall mean that the employee shall not be subject to displacement as long as the employee is physically capable of efficiently performing the duties of that job. The intent of this Section is to protect employees who would find it extremely difficult to obtain other employment due to the type of disability covered under this Section.

- e. Any of the above transfers shall be to a job for which the disabled employee is physically fit and has the present skill and ability to perform the work required. The extent of any disability shall be determined by reference to competent medical reports. The Board will decide whether or not the employee has the skill and ability to perform the available job.
- f. The salary of an employee who does suffer a Board connected disability will be the same as the salary prior to the injury regardless of the job to which the employee is transferred.

10. Preferences: During their term of office, Association officers (President, Vice-President, Secretary, and Treasurer) shall be preferred to retention and recall on the work force at any time of any adjustment in the force or lay-off of employees. This provides the named officers with top Board Seniority.
11. Employees while assigned as a black seal operator shall do other work as assigned. The black seal assignment shall be a portion of their work during that assignment.

ARTICLE XIV - PHYSICAL EXAMINATIONS

All employees of the Board shall be required to undergo an annual physical examination, the scope of which shall be in accordance with the rules promulgated by the Office of the State Commissioner of Education. The examination shall be at the expense of the Board and shall be conducted by a physician designated by the Board to make the examination. All examinations shall be conducted on the employee's time. The Board further reserves the right to require additional individual physical or psychiatric examinations of any employees whenever, in the judgment of the Board, the employee shows evidence of deviation from normal physical or mental health. Such additional examination shall likewise be at the expense of the Board, but shall be conducted on the employee's own time.

ARTICLE XV - PART-TIME EMPLOYEES

1. It is also recognized by the parties that for periods of time during summer months of June through September certain additional part-time employees are hired on an hourly basis. Personnel so employed shall not be entitled to receive, in addition to their compensation, any of the benefits listed herein with respect to health insurance, sick leave, holidays, other paid absences, vacations or unpaid leaves of absence. When said persons are so hired on an hourly basis, the applicable hourly rate shall not exceed the rate paid to probationary employees hired in the same job category, job classification or doing similar work.
2. Except as provided in this article, no person shall be hired within this bargaining unit on anything other than a probationary or a contract basis.

ARTICLE XVI - BULLETIN BOARDS

1. The Association shall have the right, subject to approval of the Personnel Manager to have posted on the designated bulletin boards notices of Association meetings, Association elections, names of Association officials and representatives and Association social and educational gatherings. Association notices shall contain nothing political and controversial or adversely reflecting upon the Board.

2. The Association agrees it will not make, publish, or circulate any false or misleading remarks about the Board, its management or other personnel.
3. The Board agrees that it will not make, publish or circulate any false or misleading remarks about the Association, its officers, representatives or members.

ARTICLE XVII - SUPERVISOR'S WORK

1. The Supervisor may perform such work normally under the Supervisor's jurisdiction and direction as is necessary, (1) to maintain an uninterrupted flow of work and normal departmental efficiency; (2) to train employees; and, (3) to relieve bottlenecks.
2. This Article shall not limit the supervisor in performing other or similar work which is a part of their regular duty so long as doing such work does not affect the work opportunities of those employees under the Supervisor.

ARTICLE XVIII

SUSPENSION, DISCHARGE AND TERMINATION OF EMPLOYEMENT

1. The departmental supervisor will notify the employees involved in any suspension or discharge together with the written reason therefore. A hearing on such action may be held before the Personnel Manager within one (1) week after

the action is taken by the Personnel Manager. The Association representative can attend the hearing. Necessary witnesses can be called, but not more than two (2) witnesses shall be present at the hearing at any one time.

2. An employee who has been subject to suspension or discharge shall have the right to file a grievance initiated at the Fourth step of the grievance procedure, as set forth in Article XX of this Agreement.
3. Should it be decided that an employee has been suspended or discharged without just cause, such employee shall be reinstated without loss of seniority and will be paid for the hours the employee would have worked less any deductions required by law. Pay for this purpose shall be forty (40) hours of pay for each week lost, at the employee's average hourly rate of earnings for the two (2) week period immediately preceding the suspension or discharge exclusive of overtime premium, but including night shift bonus for that period of time the employee would have worked on the night shift if the employee is a regularly assigned night shift worker.
4. This Article shall have no application to probationary employees.

5. Employees who are suspended or discharged in accordance with provisions of this Article or who resign shall not be entitled to any compensation other than wages due them or to any other benefits under this Agreement except as provided in Article XI, Vacations.
6. No employee shall be disciplined, reprimanded, reduced in rank or compensation without just cause. Any such action asserted by the Board, or any agent thereof, shall not be made in public and shall be subject to the grievance procedure. Any dismissal or suspension shall be considered disciplinary action and shall be subject to the grievance procedure.
7. Application to the job: In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed.
 - a. It is recognized that sound, equitable, and competitive work practices are an essential ingredient to the establishment of a climate for the growth and the security of job opportunities at the Board of Education. In connection with this recognition, such practices as are listed below will subject any employee engaging in such activities to immediate suspension or discharge:

- (1) Stopping work prior to the end of a shift, or extensive absence from a work station without permission.
- (2) Complete disregard to rules and regulations as set forth by the Director of Plant Facilities, provided such regulations do not violate the terms of this Agreement.
- (3) The consumption of any alcoholic beverage, drugs, or other substance which may impair the work performance of any employee.
- (4) All new regulations shall be presented to the Association Executive Board at least one week for review prior to implementation.

ARTICLE XIX - DEFENCE OF LEGAL ACTIONS

1. Whenever any civil action has been or shall be brought against any employee in the unit for any act or omission arising out of and in the course of the performance of their duties, the Board agrees to defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom provided, however, that the Board retains the right to designate the legal counsel who will so represent the employee and to control the course of said litigation.

2. In the event that any criminal action may be instituted against any employee for any act or omission arising out of and in the course of the performance of their duties which proceeding is dismissed or terminated with a final disposition in favor of the employee so accused, the Board agrees that it will reimburse said employee for the reasonable cost of defending such proceedings, including reasonable counsel fees and reasonable expenses incident to the hearing, trial or appeal.
3. Any employee involved in an accident arising out of or during the course of their employment shall immediately report said accident and any physical injury sustained therein to the employee or to any other person. This report shall be made to the employee's immediate supervisor and shall be reduced to writing by the employee before going off duty or as soon thereafter as reasonably practicable. The failure of any employee to comply with this provision shall render the employee subject to appropriate disciplinary action by the Board.
4. When an employee is required to appear in any court to testify on behalf of the Board with respect to any event arising out of or occurring during the course of the employee's employment, the employee shall be reimbursed by the Board for any pay which the employee would have earned in the Board's employ during the period in question.

ARTICLE XX - GRIEVANCE PROCEDURE

1. The following definitions are set forth for the purpose of explaining the meaning of certain terms utilized in the remainder of this article.
 - a. A "grievant" is a person or persons making a claim cognizable under the terms of this Article.
 - b. A "grievance" is defined to mean a claim by an employee that as to said employee there has been an improper interpretation, application or violation of this Agreement, or a claim with respect to some working condition which directly affects the grievant.
 - c. A "day" is defined to mean a regular working day.
2. The purpose of this procedure is to procure equitable and proper solutions of grievances at the lowest possible level.
3. Any employee shall have the right to file a grievance pursuant to this procedure within thirty (30) days after the occurrence which allegedly resulted in the grievance.
4. The time limitations set forth for processing of various steps in the grievance procedure hereinafter specified shall be regarded as maximum limits, and every effort shall be made to process all grievances as expeditiously as possible within those maximum time limitations.

5. The procedure by which grievances are to be prosecuted is as follows:

- a. Step 1 - The aggrieved employee, with or without the Association representative shall first present the grievance to, and discuss the same informally with, their immediate supervisor who will attempt to resolve it. The supervisor shall be allowed a maximum period of three (3) days after presentation of a grievance to study the problem and advise the grievant of the supervisor's determination. The following steps are to be implemented by the Association and the aggrieved party:
- b. Step 2 - If the grievance is not resolved satisfactorily with the immediate supervisor, the aggrieved employee shall have three (3) days after the receipt of the latter's decision within which to make a formal presentation of grievance to the Director of Plant Facilities, the Director of Food Services, or to the building principal, depending upon the job category of the employee involved. The presentation of the grievance shall indicate the nature of the complaint and the specific facts that the grievant considers to be relevant to its resolution. The Director of Plant Facilities, the Director of Food Services, or the building principal shall render a written decision with respect to the grievance within three (3) days of the receipt of the formal written presentation.

- c. Step 3 - If the grievant is not satisfied with the decision rendered pursuant to Step 2, the grievant may within three (3) days of the receipt of the decision of the Director of Plant Facilities, the Director of Food Services, or the building principal make a formal written appeal of that decision of the Personnel Manager with respect to any decision made by the Director of Plant Facilities or the Director of Food Services and to the respective Director of Elementary Education or Director of Secondary Education with respect to any decision made by a building principal. Notice of this appeal shall be given by the employee to the respective Director of building principal involved. It shall be sufficient for this purpose if the grievant submits to the Supervisor involved a copy of the original grievance. The Personnel Manager or the respective Director of Elementary and/or Secondary Education shall render a written decision with respect to the grievance within five (5) days from the date on which they received the formal written appeal.
- d. Step 4 - If the employee is not satisfied with the decision rendered in Step 3 the employee may within ten (10) days of the receipt of the decision of the Personnel Manager or the respective Director of Elementary or Secondary Education file an appeal from the decision writing directly to the Board of Education by serving a

notice of such appeal upon the Personnel Manager or the respective Director of Elementary or Secondary Education. It shall be sufficient notice if the employee serves upon the Personnel Manager or the respective Director of Elementary or Secondary Education a copy of the original grievance with written notice of the employee's intention to appeal the decision rendered thereon by the Personnel Manager or the respective Director of Elementary or Secondary Education to the Board of Education. The latter officer shall present a statement of the grievance together with the written reports previously filed with them and a copy of their own written decision in the matter to the Board of Education for its determination. The Board shall render a written decision with respect to the grievance filed within ten (10) days after the date on which the appeal was filed with it.

- e. Step 5 - If the employee is still aggrieved by the position of the Board, the employee may within ten (10) days after the rendering of that decision register his or her dissatisfaction by serving a written request upon the Board through the office of the Personnel Manager that the matter be submitted to arbitration in accordance with the prevailing rules of the American Arbitration Association to whom the grievance shall be presented for

consideration. The cost of said arbitration proceeding shall be shared equally by the appellant and the Board. The decision of the arbitrator with respect to the issue presented shall be final and binding upon all parties.

6. In the administration of the aforementioned grievance procedure, failure at any one step of this procedure of one charged with the responsibility of rendering a decision to do so within the specified time limits shall permit the aggrieved party to proceed immediately to the next step. The failure at any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered in that step, and that decision will be a final determination of the grievance. In all cases in which the grievant is represented by the Association, the Association shall be considered the appellant for the purposes of implementing the cost provisions of paragraph 6. hereof.
7. Subject to the foregoing limitations and restrictions, the Association may indicate a class action or group grievance, either the units own name or as the representative of a group or class whose individual signatures shall not be necessary. A group or class action grievance shall be indicated at the second level of the grievance procedure.

ARTICLE XXI

BOARD-STAFF RELATIONS COMMITTEE AND NEGOTIATIONS COMMITTEE

1. The parties hereto jointly recognize the fact that there are continuing problems involving non-negotiable matters which the parties should review and discuss on a periodic basis. In order to foster such continuous review and discussion, the parties hereto do agree to establish a Board-Staff Relations Committee which shall be composed of three (3) members designated by the Association, three (3) members designated by the Board and the Personnel Manager and the Directors of Elementary and Secondary Education. This committee shall meet regularly at least once a month on a day of the month to be regularly fixed by mutual agreement of the committee members immediately after their designation. The Committee may meet at such additional times during the course of the year as may be designated by mutual agreement.

Any member of the Committee shall be free to suggest subject matter for discussion and action by the Committee. It is, however, mutually agreed in view of past experience that the Committee shall immediately undertake a review of the following subjects for the purpose of resolving administrative problems with respect thereto in submitting possible recommendations for future incorporation into the Board policy or the collective bargaining agreement:

- A. Overtime distribution;
 - B. Safety with respect to mechanical equipment;
 - C. Employment and utilization of substitutes;
 - D. Designation and maintenance of parking areas for school maintenance vehicles;
 - E. Development of a school district safety manual;
 - F. Any additional topics which the Association desires to discuss and which are specified in a written notice filed with the Personnel Manager;
 - G. Number of sick and personal days.
2. The negotiations committees can meet if mutually desired to deal with negotiable matters, if any, which the parties wish to discuss.

ARTICLE XXII - OPERATIONAL CONTINUITY

The Association agrees that during the term hereof, neither it nor its officers, employees or members will engage in, encourage, sanction, support or institute any work stoppage, boycotts, slowdowns, mass resignation, mass absenteeism, picketing or other similar practices which would promote the performance of, or interference with, the normal operation of the school

district and/or of the Board. In the event that Association members do participate in such prescribed activities despite the aforementioned efforts of the Association, no liability will be imposed upon the Association itself as a result thereof. In the event that the Association members do participate in such activities in violation of this provision, the Association agrees that it will notify its members so engaged to cease and desist from such activities forthwith, and that it will further take all reasonable action necessary to bring about the cessation of such activities. Any employee engaged in such activity may be dismissed or otherwise disciplined by the Board, and the action of the Board in so disciplining employees shall not be subject to the grievance procedure previously set forth in this Agreement.

ARTICLE XXIII - DISTRIBUTION OF TOOLS

The Board agrees that it will provide each employee in the building maintenance, ground maintenance, and pool maintenance category with a set of general tools as listed on Schedule A annexed hereto. The tools so provided by the Board will be inventoried when assigned, and the person to whom they are assigned will be responsible to reimburse the Board for the cost of replacing any tools assigned to them which are thereafter lost. The Board further agrees to provide on a "pool" basis for

periodic use in the district those tools listed on Schedule B attached hereto. The parties hereto recognize that the tools listed on Exhibit B are required for special use on a non-continuing basis, and the same will be available for use as required in accordance with such guidelines as are established and promulgated by the Director of Plant Facilities.

HEALTH INSURANCE ADDENDUM

SCHEDULE OF BENEFITS

| <u>Employee Benefits</u> | <u>Life Insurance and Accidental Death and Dismemberment Insurance*</u> |
|--|--|
| All Employees | \$1,500.00 |
| | * Amounts reduce 50% at age 65. |
| <u>Employee and Family Member Benefits</u> | <u>Amount</u> |
| Major Medical Benefits | |
| Coinsurance (in a calendar year) | |
| Medical Expenses | Plan pays 80% until benefits paid equal \$2,500; 100% of excess (except mental illness). |
| Deductible (in a calendar year) | |
| Employee | \$100.00 |
| Family | \$300.00 |
| Overall Plan Maximum | \$1,000,000.00 |
| Annual Automatic Reinstatement | 1,000.00 |
| Medicare Major Medical Benefits, up to | 10,000.00 |
| Family Security Benefit | Plan pays up to two years for surviving spouse and children. |

PRESCRIPTION DRUG BENEFITS

For You And Your Family Members

Benefits Payable

If, while your insurance is in effect, you or your family members incur expenses for drugs prescribed by a doctor or dentist, payment will be made for up to 100% of the reasonable and customary charges made by the pharmacy, after deducting the deductible amount shown in the Schedule of Benefits from each prescription order or refill order.

Covered Prescription Drugs

The prescription drugs for which benefits are payable are:

1. injectable insulin or any Prescription Legend Drug for which a written prescription is required;
2. a compound medication of which at least one ingredient is a prescription drug;
3. oral contraceptives, but in no event to exceed a three months supply;
4. any other drug which may only be dispensed by prescription.

Benefits Following Cancellation

Payment will be made for prescription drug expenses incurred within 90 days after cancellation of insurance, provided you or your family member is totally disabled on the day the insurance is cancelled.

~~Deductible Amount~~ \$.50 per fill or refill

Don't Skully

*Schedule E
Prescription Plan*

Schedule of Benefits

Benefits

No payment will be made for

1. drugs administered in a hospital;
2. any contraceptive medication or device (other than oral contraceptives) or for any therapeutic devices or appliances;
3. administration of any medication;
4. any charges in any one calendar month for more than a thirty-four day supply of any medication or more than one hundred unit doses of the following drugs, whichever is greater:

Acetohexamide
Cardiac Glycosides
Chlorpropamide
Chlorothiazide
Colchicine
Colchicineprobenecid
Diphenhydantoin sodium
Hydrochlorothiazide
Nitroglycerin
Para-aminosalicylic acid
Pentaerythritol tetranitrate
Phenformin
Phenylbutazone
Propranolol hydrochloride
Quinidine sulfate
Reserpine
Thyroid (natural/synthetic)
Tolbutamide

5. charges exceeding the reasonable and customary charge;
6. any refill in excess of the number specified by the doctor or dentist or for any refill of a prescription over one year old.

Charges made for prescription drugs will be considered reasonable and customary if they do not exceed the average charges made for such drugs in the locality where they are received.

ARTICLE XXIV - DURATION OF AGREEMENT

This Agreement shall become effective as of the date of execution but shall have retroactive application to July 1, 1980 and shall extend from that date through June 30, 1982.

IN WITNESS WHEREOF, the parties hereto have caused the hands of their respective officers and the seals of their respective organizations to be affixed this ____ day of _____, 1980.

BOARD OF EDUCATION OF THE
TOWNSHIP OF WILLINGBORO



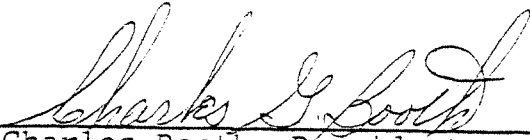
Hon. Alice Martello, President

Attest



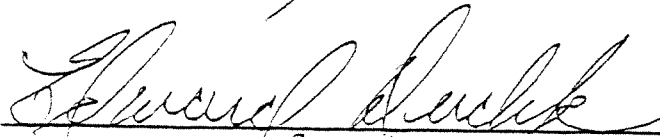
Mr. Elmer Corda, Secretary

EMPLOYEES ASSOCIATION OF
WILLINGBORO



Charles Booth, President

Attest



Secretary

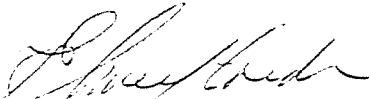
Addendum to 1980-82 Agreement between
WILLINGBORO BOARD OF EDUCATION
and
EMPLOYEES ASSOCIATION OF WILLINGBORO SCHOOLS

The above salary guide is hereby made subject to the Decision and Award in AAA Case No. 18 93 0077 80D as follows:

1. Should said Decision and Award ultimately be vacated by a court of law of this State, the above salary guide shall remain in full force and effect throughout the life of this Agreement.
2. Should said Decision and Award fail to be vacated by a court of law of this State, the parties to this Agreement shall prepare a new salary guide utilizing the Award in AAA Case No. 18 39 0077 80D as a base, and incorporating the percentage increases negotiated between the parties for this Agreement. This new salary guide shall be in full force and effect throughout the life of this Agreement and shall be retroactive to its commencement date.



For the Willingboro Board of Education
HON. ALICE MARTELLO, President



ATTEST: MR. ELMER CORDA, Board Secretary



For the Employees Association of Willingboro Schools
MR. CHARLES BOOTH, President



ATTEST: MR. EDWARD DUDEK, Secretary

Dated: August 11, 1980