

**AGREEMENT BETWEEN  
WOODBRIIDGE TOWNSHIP BOARD OF  
EDUCATION  
AND  
PLUMBERS**

**FOR THE PERIOD FROM  
JULY 1, 2009  
TO  
JUNE 30, 2012**

**WOODBRIIDGE TOWNSHIP  
BOARD OF EDUCATION**  
P.O. Box 428, School Street  
Woodbridge, New Jersey 07095

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**Plumbers  
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Salvatore Mauro

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AGREEMENT BETWEEN  
 WOODBRIDGE TOWNSHIP BOARD OF EDUCATION  
 and  
 PLUMBERS

**ARTICLE I  
 RECOGNITION**

The Woodbridge Township Board of Education (“Board”) recognizes the United Association of Plumbers & Pipefitters Local 9 as the exclusive bargaining agent for any and all negotiations, grievances, and employment opportunities for the Board’s Plumbers.

**ARTICLE II  
 SALARIES**

**A. Pay Rate - Hourly**

	<u>2009-2010</u>	<u>2010-2011</u>	<u>2011-2012</u>
	2.0% increase	2.5% increase	3.0% increase
Plumbers	\$41.15	\$42.18	\$43.45
Foreman	\$43.52	\$44.61	\$45.95

**B. Maximum Step**

1. Employees reaching the twentieth (20th) anniversary date of service in Woodbridge shall receive a salary increase of \$600. Employees reaching the twenty-first (21st) anniversary date of service in Woodbridge shall receive an additional salary increase of \$600, for a total of \$1,200, which shall continue for all years thereafter. These salary increases shall be considered base salary and constitute and be paid as part of the employee’s regular salary. These salary increases shall be in addition to any other salary increase provided under the terms of this Agreement and shall not be construed as “one-time only payments.”
2. This provision shall be implemented using a common anniversary date of employment of July 1. For example: An employee who completes twenty (20) years of service to the District by June 30, 2009 will receive a \$600 increase in compensation for the maximum step during the 2009-2010

school year and a \$1200 increase in compensation for the maximum step during the 2010-2011 school year and all years thereafter.

**C. Overtime**

1. An overtime rate of time and one-half shall be paid for overtime work required before and/or after regular shifts and on Saturdays. An overtime rate of double time shall be paid for hours worked on Sundays or holidays in accordance with Article V, Holidays.
2. To the extent practical, and without prejudice to the Board's right to assign and deploy personnel, overtime work shall be equally divided.
3. There shall be a monthly overtime list for Plumbers posted by the foreman for the Plumbers.

**D. Call-in Time**

When an employee is called to work at a time other than his/her regular shift, s/he shall be guaranteed a minimum of two hours' pay, even if such time-work requirement is of a lesser duration.

**E. Substitute Foreman**

Any employee of the bargaining unit fulfilling the responsibilities of a foreman whenever the regular foreman is away from his/her duties shall receive the foreman's rate of pay effective the first day of such assignment.

**F. Transportation**

1. When Board-supplied transportation is not available, and where no other provisions for payment are stipulated, all personnel covered by this contract who are required to use their own vehicles for school business and have received prior approval for such use shall be reimbursed in accordance with the requirements of N.J.S.A. 18A:11-12 and the regulations promulgated thereunder.
2. Employee vehicles are not to be used for transporting materials for use on the job.

**G. Work Hours**

District Plumbers shall cover the hours of 7:00 a.m. to 3:30 p.m., with one half hour for lunch. Plumbers will not work through lunch or leave work early without the approval of the School Business Administrator/Board Secretary.

**H. Early Dismissal Due to Snow**

When pupils and teachers are dismissed early due to snow, Plumbers shall be excused, without loss of pay, at 1:30 p.m., as per central office policy.

**I. Unused Snow Days**

When school is adjourned to adjust for unused snow days, Plumbers shall not be required to report to work and shall suffer no loss of pay.

**J. State of Emergency**

Plumbers shall not be required to report to work and shall suffer no loss of pay when the Governor of New Jersey has declared a state of emergency due to weather.

**ARTICLE III  
WORK CLOTHES**

- A. Each employee shall receive \$325.00 for the 2009-2010 school year, \$400.00 for the 2010-2011 school year, and \$475.00 for the 2011-2012 school year, for the purchase of the employee's own work clothes, upon the presentation of receipt(s). Each Plumber will receive one (1) Carhart lined winter jacket every three years.
- B. In addition to work clothes, each year Plumbers shall be provided with a rain jacket, rain pants and rain boots which shall be defined as "foul-weather gear".
- C. Each Plumber shall be required to wear an I.D. badge and a uniform each work day.
- D. The Board shall also make available "hazardous duty gear and equipment", which shall consist of protective gloves, goggles and ventilation fans.

**ARTICLE IV  
TOOLS**

- A. Plumbers are required to supply 1-6' Rule in accordance with their obligation to their local union. All other hand and power tools shall be provided by the Board.
- B. The Board shall furnish a Gang Box or other secured facility for the overnight storage of all tools. Provided the employee stores tools in the Gang Box or other secured facility, the Board shall be responsible for the replacement of any tools lost as a result of theft, vandalism or other causes beyond the control of the employee. The Board, however, shall not be responsible for tools required to be maintained by the individual employee where the loss of or damage to those tools occurs as a result of ordinary wear and tear or negligence on the part of the employee. The Board shall have the right to instruct the employee on proper

techniques for safeguarding tools. Among the instructions, the Board shall have the right to notify the employee of the following:

1. Keep all Board-secured facilities locked at all times;
2. Place all hand and power tools in the Gang Box and keep it locked.

The above is by way of example and not by way of limitation of the safeguarding directions which the Board may give to the employee.

**ARTICLE V  
HOLIDAYS**

- A. The following shall be paid holidays:
- |  |                            |
|--|----------------------------|
| 1. New Year's Day                      | 9. Columbus Day            |
| 2. Birthday of Martin Luther King, Jr. | 10. Election Day           |
| 3. Lincoln's Birthday                  | 11. Veteran's Day          |
| 4. Washington's Birthday               | 12. Thanksgiving Day       |
| 5. Good Friday                         | 13. Day After Thanksgiving |
| 6. Memorial Day                        | 14. Christmas Eve          |
| 7. Independence Day                    | 15. Christmas Day          |
| 8. Labor Day                           | 16. New Year's Eve         |
- B. If holidays, as specified above, fall on a Saturday or Sunday, they will be granted on a Friday or Monday or when scheduled by the Administration.
- C. When there is an early dismissal on the school day before the Thanksgiving or Winter recess, employees shall have a work shift of five (5) hours.

**ARTICLE VI  
VACATIONS**

- A. Vacation entitlement shall be determined by a common anniversary date of July 1.
- B. Employees employed as of July 1, 1996 shall be entitled to receive vacation benefits as follows:
1. Employees' entitlement for their first year of employment shall be a proration based on the number of full months worked prior to the first July 1<sup>st</sup>. New employees shall accrue one day's vacation for each full month worked prior to July 1<sup>st</sup>, not to exceed ten (10) days by the first July 1<sup>st</sup> anniversary date.
  2. Employees reaching their fifth (5<sup>th</sup>) anniversary date (July 1) shall be eligible for three weeks' vacation.



3. Employees reaching their 11<sup>th</sup> anniversary date (July 1) shall be eligible for three weeks plus one day's vacation. For each successive anniversary date from the 11<sup>th</sup> to the 15<sup>th</sup>, the employee shall be entitled to one additional day's vacation for each year worked, so that on the 15<sup>th</sup> anniversary date of July 1, the employee shall be entitled to a vacation of four (4) weeks. For each successive anniversary date from the 16<sup>th</sup> to the 19<sup>th</sup>, the employee shall be entitled to one (1) additional day's vacation for each year worked. Employees reaching their 20<sup>th</sup> anniversary date shall be entitled to a maximum vacation of five (5) weeks annually.
4. Vacation entitlement for each employee shall be computed as indicated in the chart set forth below. The chart employs a hypothetical starting date of November 1, 1985.

<u>Date of Entitlement</u>	<u>No. of Vacation Days</u>
7/1/85	8 prorated days
7/1/86	2 weeks
7/1/87	2 weeks
7/1/88	2 weeks
7/1/89	3 weeks
7/1/90	3 weeks
7/1/91	3 weeks
7/1/92	3 weeks
7/1/93	3 weeks
7/1/94	3 weeks
7/1/95	3 weeks + one day
7/1/96	3 weeks + two days
7/1/97	3 weeks + three days
7/1/98	3 weeks + four days
7/1/99	4 weeks
7/1/00	4 weeks + one day
7/1/01	4 weeks + two days
7/1/02	4 weeks + three days
7/1/03	4 weeks + four days
7/1/04	5 weeks

- C. Under normal circumstances, all vacations shall be taken during the months of July and August. However, employees and their administrative supervisors may, by mutual agreement, arrange for vacations at times other than July and August. Final approval for such an arrangement must come from the Office for Personnel Services.
- D. If, due to extraordinary circumstances, some portion of an employee's vacation entitlement is not taken within the calendar year, the employee may request, in writing, permission from the Assistant Superintendent for Personnel Services to take the unused vacation entitlement by January 1 of the next school year. If such circumstances prevail that the employee is unable to take those unused days or

portion thereof by January 1 of the next school year, the employee may request payment for the unused vacation days at his/her regular rate of pay. Such payment should be made as promptly after the request as possible, but no later than six weeks.

- E. Vacation entitlement shall be based upon total service in the Woodbridge Township School District.

## **ARTICLE VII LEAVES OF ABSENCE**

### **A. Sick Leave**

1. Each Plumber will receive, without loss of pay, fourteen (14) days leave per year for personal illness which are accumulative.
2. Twenty (20) days leave per year without loss of pay for personal illness which are non-accumulative shall only be available to Plumbers whose absence is caused by one of the following:
  - (a) Childbirth
  - (b) Hospitalization or other confinement to a medical facility.
  - (c) A serious injury or illness which is supported by medical verification.

Use of the twenty (20) non-accumulative sick days will be upon petition by the employee to the Office for Personnel Services. In any instance that the Assistant Superintendent for Personnel disputes eligibility for use of the twenty (20) non-accumulative sick days, the matter shall be referred to a standing committee for disposition. The committee shall be composed of four members, two of whom shall be appointed by the Board and two of whom shall be appointed by the Plumbers. In the event that the committee cannot agree on a case, the case shall be submitted in writing to a medical expert for final and binding disposition. The costs of engaging the medical expert shall be shared equally by the Board and the Plumbers.

3. Use of sick days shall be applied as follows: If an employee has been continuously 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 employee becomes ill for one hundred (100) days, the employee's sick leave days shall be used in the following manner and sequence:
  - (a) The fourteen (14) accumulative sick leave days allowed for the current school year shall be used;
  - (b) The fifty (50) sick leave days which had been previously accumulated shall be used; and

- (c) The twenty (20) non-accumulative sick leave days, if allowed for the current school year, shall be used, at which point the employee is no longer entitled to sick leave days without pay deduction. When the employee has used all of his/her sick days, the employee may then request the Board to pay such employee 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.
- 4. The total number of sick leave days without loss of pay for personal illness which may be accumulated by an employee while continuously employed in the Woodbridge Township School District is unlimited, except that not more than fifteen (15) sick leave days, which would include any unused personal days which can be carried over as sick leave days, may be accumulated in any one year.
- 5. Employees who are continuously employed, but whose employment is for fewer hours daily or for fewer days per week than would be required for full-time employment, shall be entitled to prorated leave of absence benefits as described in this Article.

**B. Physician's Certificate**

In accordance with N.J.S.A. 18A:30-4, in cases of sick leave claimed, the Board may require a physician's certificate to be filed with the Business Administrator/Board Secretary. If such certification is required, the employee shall be notified.

**C. Absence Due to Illness**

- 1. No reduction in pay shall be made for any accumulated sick days to which an employee is entitled, except as may be delineated elsewhere in this Agreement.
- 2. All employees shall have the right to notify the District of their use of sick leave by means of a tape machine until one (1) hour before their starting time.

**D. Accounting of Accumulated Leave**

The Board will make available to each employee an annual accounting of accumulated sick leave by September 30<sup>th</sup>, if at all possible, but no later than October 31.

## **E. Supplemental Compensation**

Plumbers who retire under a state administered retirement system with at least ten (10) years of pension credit shall be entitled upon retirement to supplemental compensation for accumulated sick leave days credited to such employees as of the last day of employment. Supplemental compensation shall be payable to eligible employees in a lump sum as follows:

1. A retiring employee with up to ninety-nine days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation equal to fifteen (15) percent of his/her daily salary rate for each day of accumulated sick leave, not to exceed \$175.00 per accumulated sick day and not to exceed a total of \$15,000.
2. A retiring employee with at least one hundred (100) but not more than one hundred forty-nine (149) days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation equal to thirty (30) percent of his/her daily salary rate for each day of accumulated sick leave, not to exceed \$175.00 per accumulated sick day and not to exceed a total of \$15,000.
3. A retiring employee with at least one hundred fifty (150) but not more than one hundred ninety-nine (199) days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation equal to forty-five (45) percent of his/her daily salary rate for each day of accumulated sick leave, not to exceed \$175.00 per accumulated sick day and not to exceed a total of \$15,000.
4. A retiring employee with two hundred (200) but not more than two hundred forty-nine (249) days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation equal to sixty (60) percent of his/her daily salary rate for each day of accumulated sick leave, not to exceed \$175.00 per accumulated sick day and not to exceed a total of \$15,000.
5. A retiring employee with at least two hundred fifty (250) but not more than two hundred ninety-nine days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation equal to seventy-five (75) percent of his/her daily salary rate for each day of accumulated sick leave, not to exceed \$175.00 per accumulated sick day and not to exceed a total of \$15,000.
6. A retiring employee with three hundred (300) or more days of accumulated sick leave at the time of retirement shall be entitled to one hundred (100) percent of his/her daily salary rate for each day of accumulated sick leave, not to exceed \$175.00 per accumulated sick day and not to exceed a total of \$15,000.

For example: Twelve month employees shall have their daily rate computed by multiplying their final year's salary by 1/240th. Therefore, if a 12-month employee, upon retirement, earned \$50,000 in the last year of employment and had accumulated 100 sick leave days, he/she would be entitled to supplemental compensation of \$6,250 computed in the following manner:

- (a)  $\$50,000 \times 1/240^{\text{th}} = \$208.33$  daily rate
- (b) 30% of \$208.33 = \$62.50
- (c)  $\$62.50 \times 100$  days = \$6,250

However, if a twelve-month employee, upon retirement, earned \$50,000 in the last year of employment and had accumulated 200 sick days, he/she would be entitled to a supplemental compensation of \$15,000 computed in the following manner:

- (a)  $\$50,000 \times 1/240^{\text{th}} = \$208.33$  daily rate
- (b) 60% of \$208.33 = \$125.00
- (c)  $\$125.00 \times 200$  days = \$25,000
- (d) \$15,000 limit.

7. All employees hired on or after July 1, 1993 shall receive Supplemental Compensation benefits in accordance with the provisions above, except that the value of the days accumulated shall be based upon the rate of pay in effect for that employee in the year in which the sick days were accumulated. Further, for the purpose of establishing Supplemental Compensation, when accumulated sick days are used by employees hired on or after July 1, 1993, the days accumulated at the highest salary shall be deducted first.

#### **F. Payment of Supplemental Compensation**

1. The lump sum supplemental compensation payment will be made 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.
2. In the event of the death of an employee who meets the requirements for compensation provided by this Article, the estate of the deceased employee shall be entitled to the above benefits.

3. Any employee who is eligible for a disability retirement from the Public Employees Retirement System and elects to retire prior to the exhaustion of accumulated sick leave shall receive compensation at the applicable rate in accordance with Section B. for all accumulated sick leave based on his/her salary at the time of retirement in a lump sum immediately upon retirement.
4. At the option of the retiring employee, the cash value of supplemental compensation that is due and owing to him/her at the time of retirement may be converted into a credit for the purchase of health benefits during retirement.

**G. Death in Family**

1. Up to five (5) work days absence with pay shall be allowed for death in the immediate family. Immediate family shall mean: husband, wife, partner in a civil union, children, mother, father, sister, brother, the father or mother of an employee's spouse or partner in a civil union, and grandparent or any other relative residing in the same household.
2. Up to two (2) work days absence with pay shall be allowed for death of aunt, uncle, cousin, niece, nephew, son-in-law, daughter-in-law of an employee, or the son or daughter of an employee's partner in a civil union or the spouse of any such son or daughter, or grandchild, except for attendance at out of state services, in which case it shall be for three (3) days.
3. One work day absence with pay shall be allowed for the death of brother-in-law, sister-in-law of an employee, or the brother or sister of an employee's partner in a civil union or the spouse of any such brother or sister, the grandparent, aunt or uncle of an employee's spouse or partner in a civil union.
4. Bereavement leave of absence shall be taken reasonably proximate to the time of death of the relative.

**H. Personal Days**

1. Employees shall be entitled to three (3) personal days of absence without loss of pay during any one (1) school year for personal reasons under the following conditions:
  - a. No personal days shall be allowed, unless for religious holidays, when such days are taken during the first three (3) or last three (3) days of the school year, or the first day immediately preceding, or the first day immediately following, a school recess or vacation, except that the Superintendent may, in his/her discretion, allow a

change in this provision. The decision of the Superintendent shall be final, however, and shall not be subject to a grievance.

- b. Any employee desiring a personal day is to advise the principal of the building to which s/he is assigned at least two (2) school days in advance of the time that s/he will be absent.
  - c. In case of emergency, the two day notification requirement for a personal day is waived.
2. Employees requesting personal days shall do so on the form designated for this purpose (shown as Exhibit B). Copies of the completed form requesting personal days shall be forwarded to the Assistant Superintendent for Personnel Services, and records of such requests shall be kept in each employee's central personnel file.
  3. Employees may, on occasion, because of unanticipated events or emergencies, require the use of personal days beyond their three allocated personal days. In such cases, the employees involved may apply for additional unpaid personal days through the Assistant Superintendent for Personnel Services.
  4. Unused personal days shall be converted into accumulative sick days on an annual basis.

## **I. Workers Compensation**

1. An employee absent from school as a result of personal injury caused by an assault arising out of and in the course of his/her employment and compensable under New Jersey Workers' Compensation laws shall be paid his/her full salary for the period of such absence up to one (1) calendar year without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any Worker's Compensation award for temporary disability due to the said assault or injury for the period for which such salary is paid. The Board shall have the right to have the employee examined by a physician designated by the Board for the purpose of establishing the length of time during which the employee is temporarily disabled from performing his/her duties; and, in the event that there is no adjudication in the appropriate Workers' Compensation proceeding for the period of temporary disability, the opinion of the said physician as to the said period shall control.
2. When absence arises out of or from such assault or injury, the employee shall not forfeit any sick leave or personal leave to the extent permissible by law.



**ARTICLE VIII  
INSURANCE PROTECTION**

**A. Medical Insurance**

1. Except as otherwise provided for in this Article, the Board shall pay for the Traditional Plan of Hospitalization, Medical Surgical and Major Medical Insurance for employees and their dependents, including laboratory and X-Ray exam benefits (unlimited X-Ray benefits) with employee contribution to the cost of coverage by payroll deduction in the amount of \$200 annually for single coverage or \$400 annually for any other type of coverage. Coverage includes the full cost of all hospital extras including anesthesiology. There shall be no lifetime limit on Major Medical coverage under the Traditional Plan.
2. Except as to any employee who waives insurance coverage under Section E of this Article, new hires shall receive employee only coverage in the Cigna PPO plan, as well as the dental, prescription and optical plans, with employee contribution to the cost of coverage by payroll deduction in the amount of \$200 annually. After completing three (3) years of employment in the district, they shall receive employee and dependent coverage in the Traditional Plan, as well as the dental, prescription and optical plans in accordance with Section A of this Article. Employees who are entitled to employee only coverage shall be entitled to pay the premiums in order to receive dependent health benefits coverage or coverage in the Traditional Plan. This voluntary payment of premiums shall be in addition to the requisite \$200 annual contribution for single coverage.
3. Employees who choose to enroll in the Cigna PPO plan shall contribute by payroll deduction \$200 annually for single coverage or \$400 annually for any other type of coverage to the cost of the PPO plan. The co-payment for each office visit under the PPO plan shall be \$15.00.
4. An IRS Section 125 plan shall be maintained by the Board to permit payment of premiums and contributions to flexible spending accounts on a pre-tax basis.
5. The surgical schedule shall be the same as the surgical schedule of the School Employees' Health Benefits Program.
6. The Major Medical annual deductible shall be \$200 per individual and \$400 per family. To satisfy the family deductible, one individual deductible must be met. The balance of the family deductible can be met by any or all of the remaining family members. The Major Medical annual out-of-pocket maximum (excluding deductible) is \$800 per individual and \$1600 per family. To satisfy the family out-of-pocket maximum, two individual out-of-pocket maximums must be met. Once the annual out-of-



pocket maximum is reached, eligible expenses will be reimbursed at 100% of reasonable and customary.

7. The procedure for pre-certification of in-patient hospitalization shall continue in effect.
8. The traditional indemnity health benefits plan shall remain the basic plan provided by the Board. All employees who receive health benefits shall have the option of electing coverage under the PPO plan offered by Cigna. In the event that 51% of the eligible employees with three or more years of service enroll in the PPO plan, the PPO plan shall become the basic plan and the Traditional Plan shall become the employee option, with the difference in cost the responsibility of the employee.
9. Coverage for mental health care shall be in accordance with the New Jersey Mental Health Parity Act and the Federal Mental Health Parity Act.
10. Employees shall have the option of joining any alternative medical plan offered by the Board. If an employee chooses a plan other than the base plan offered as outlined in paragraph A.1 above, the Board contribution shall be for no more than the eligible cost of the base plan.
11. The Board will pay the full cost of all insurance benefits as described in Sections A, B, C and D of this Article for any employee who retires under a state administered retirement system after twenty-five (25) years of service in Woodbridge, Board payment of said insurance benefits shall be made only from the age of 55 until the age of 65 of the retiree, at which time s/he will have the right to maintain the same insurance coverage at her/his expense. Anyone who is retired with less than twenty-five (25) years of service and more than twenty (20) years of service and receiving this benefit pursuant to this Article shall continue to receive this benefit.
12. Retirees, including deferred retirees, may continue to participate in the group health insurance plan in the event that their age at retirement is at least fifty (50) years and their length of service to the district is at least ten (10) years. Participation shall be upon payment of premiums by the retiree, except as set forth in section A.11 above.
13. In the event a covered employee or covered retiree shall die, the Board shall continue to provide coverage for the surviving spouse. In the event, however, the surviving spouse shall remarry, no additional coverage shall be purchasable by the spouse. For example, if, upon the death of an employee or retiree the surviving spouse continues to be covered under a family coverage plan, that spouse may not purchase additional family coverage under any circumstances.
14. All coverages provided shall continue in force and effect, except to the extent that they are amended by the contract language set forth in this

Article. This shall not, however, restrict modifications to contract benefits which are mandated by state or federal law. Any compliance with the requirements of state or federal law shall be implemented immediately without the necessity of negotiations between the parties.

**B. Dental Plan**

1. The Board will provide usual, customary and reasonable dental fees as per classification for the individual employee and dependents.
2. There shall be a one hundred dollars (\$100.00) individual, two hundred dollars (\$200.00) family annual deductible on coverage of all basic and major restorative dental procedures. There shall be a maximum annual limit on dental coverage of one thousand five hundred dollars (\$1500.00) per person. There shall be a maximum lifetime orthodontic benefit of one thousand dollars (\$1000).
3. Dental coverage provided by non-network providers shall be limited to the usual and customary charges, calculated by the carrier's prevailing 90<sup>th</sup> percentile.

**C. Prescription Plan**

The Board will provide a prescription plan for all employees and their dependents, as limited by Section A, above.

The co-payment for over the counter brand name prescription drugs shall be fifteen dollars (\$15.00) and the co-payment for over the counter generic prescription drugs shall be eight dollars (\$8.00). The co-payment for mail order brand name prescription drugs shall be twenty-one dollars (\$21.00) and the co-payment for mail order generic prescription drugs shall be eleven dollars (\$11.00). There shall be no major medical coverage for these co-payments. Retail prescriptions shall be limited to a 30 day supply; mail order maintenance prescription drugs will be limited to a 90 day supply.

**D. Optical Plan**

The Board will provide employees with a program of vision care with the Board paying 100% of the insurance premium. A family plan will be made available at the option of the employee with the Board paying 100% of the cost of the premium for all active employees as limited by Section A, above. The plan shall provide an exam and lenses every calendar year. Frames are an eligible expense every other calendar year. Contact lenses are covered at the same frequency as lenses.

**E. Insurance Waiver Option**

All Plumbers shall be offered the option of waiving all health insurance benefits as set forth in this Agreement. Any Plumber who executes an appropriate waiver provided by the Board will, for the school year to which the waiver applies, receive a lump sum check on the July 1 following the conclusion of that school year in the amount of five thousand dollars (\$5,000) for the family plan or two thousand five hundred dollars (\$2,500) for the single plan. Once an employee makes an election to waive insurance coverage, he/she may not return at any time during that year. Employees hired during the year who elect not to take coverage shall have the above payments prorated.

**F. Employee Assistance Plan**

The Board will provide an Employee Assistance Plan for all employees.

**ARTICLE IX  
GRIEVANCE PROCEDURE**

The parties hereby agree that there shall be no lockout on the part of the employer and there shall be no strikes, work stoppages, picketing or slow-downs of any kind, including any threats thereof, engaged in by the Plumbers. All questions or grievances involving the interpretation and application of this Agreement shall be handled under the following procedures:

- Step I: At a meeting between the Supervisor of Buildings and Grounds and the Shop Steward as soon as practical, but in no even later than three (3) working days after the occurrence of the facts constituting the basis of the grievance. Failure to raise any grievance within the foregoing time limit shall conclusively resolve the grievance in favor of the Board.
- Step II: If not resolved pursuant to Step I, then at a meeting between a representative of the Plumbers and the Superintendent of Schools or his/her designee. This meeting should be arranged as soon as practical, but in no even later than five (5) working days after the conclusion of Step I.
- Step III: If the Plumber submitting the grievance is not satisfied with the disposition of his/her grievance after having discussed it with the Superintendent of Schools, or if no decision has been rendered by the Superintendent within ten school days after the Superintendent heard the grievance, the Plumber may request that the Union submit the grievance to the Board of Education within five (5) working days of such date that the Superintendent's decision was due. The Board, or a committee thereof, shall review the grievance and hold a hearing with the employee as expeditiously as possible and render a decision in writing within fifteen (15) calendar days of the date of the hearing. If no written decision is

rendered within fifteen (15) calendar days, the grievance shall be deemed to have been denied by the Board of Education.

Step IV: If the parties are unable to effect an amicable settlement or adjustment of any grievance or controversy, such grievance or controversy shall be submitted to binding arbitration under the rules of the American Arbitration Association at the request of either party, provided notice in writing of the intent to do so is given to the other party and to the American Arbitration Association within thirty (30) days after Step III has been completed. An arbitrator selected pursuant to the rules of the American Arbitration Association shall hear the matter and his/her decision will be final and binding.

The arbitrator shall render his/her decision in writing based solely on the meaning and interpretation of the particular provision of the contract which gave rise to the dispute.

The arbitrator shall have no power to add to, subtract from or modify this Agreement.

The parties affected shall be afforded a full opportunity to present any evidence, written or oral, which may be pertinent to the matter in dispute.

Except as stated herein or as otherwise agreed, failure by any party to comply with the above-stated time requirements for grievance processing shall result in default by that party of its position with respect to the grievance.

The arbitrator shall render a decision in writing within thirty (30) days after the close of an arbitration proceeding.

No employee, except to the extent that the law permits, shall be permitted to compel the Plumbers to proceed to arbitration in any matter which the Plumbers do not consider justified. Each party shall share equally the expenses of the arbitrator.

#### **ARTICLE X TENURE, REDUCTION IN FORCE AND RECALL**

- A. Tenure shall be given according to law to those employees entitled to it statutorily.
- B. Tenure, as defined in the existing paragraph B by the Public Employment Relations Commission shall be given to employees in this unit in accordance with paragraph C. below.
- C. All district Plumbers that have attained tenure as Plumbers shall remain with said tenure. Plumbers working for the Board as Plumbers as of June 30, 2003 shall

receive tenure upon successful and continuous employment with the Board for a period of two years and one day. Plumbers who initially commence working for the Board on July 1, 2003 or later shall not be entitled to tenure.

- D. Employees rehired within, six (6) months of the effective date of layoff shall be credited with previously accrued sick leave and vacation entitlement.

**ARTICLE XI  
MISCELLANEOUS**

**A. Welding**

In keeping with past practice, any plumber-related welding shall be performed by district Plumbers. In the event that no district Plumber is available and/or qualified to perform such welding tasks, the Board retains the right to assign other district employees to perform said welding.

**B. P.E.R.S.**

The Board will pay the employer's share of Public Employees Retirement System payments as required by Title 18A.

**C. Law Savings Clause**

1. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.
2. 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 shall continue in effect to the extent of the law.


**D. Duration**

This Agreement shall be effective from July 1, 2009 to June 30, 2012

**E. Embodiment**


This Agreement is in accordance with the provisions of Chapter 303, Public Laws of 1968 as amended by Chapter 123, Public Laws of 1974, State of New Jersey and constitutes the total understanding of both parties to this Agreement concerning terms and conditions of employment.

**PLUMBERS**

By:   
Michael K. Maloney, Business Manager  
United Association of Plumbers  
& Pipefitters Local 9

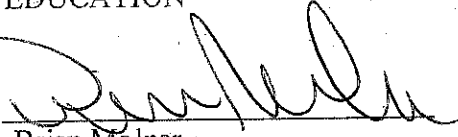
Date 2-19-10

**WITNESS:**

By:   
Salvatore Mauro

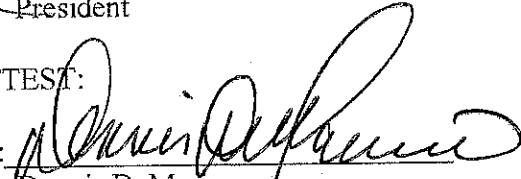
Date 2-15-10

**WOODBRIIDGE TOWNSHIP BOARD  
OF EDUCATION**

By:   
Brian Molnar  
President

Date 3/1/10

**ATTEST:**

By:   
Dennis DeMarino  
Business Administrator/Board Secretary

Date 3/1/10

**EXHIBIT A**  
**WOODBIDGE TOWNSHIP SCHOOL DISTRICT**  
**WOODBIDGE, NEW JERSEY**  
**PLUMBERS**

Date \_\_\_\_\_

Dear Administrator:

This letter is to request one day personal leave on \_\_\_\_\_. My reason for requesting personal leave is:

- \_\_\_\_\_ Personal
- \_\_\_\_\_ Religious
- \_\_\_\_\_ Legal (except court summons)

\_\_\_\_\_  
Employee

Personal Leave entitlement is based on Article VII.H of the contract. Please keep in mind that personal leave is essentially for religious, legal or other grave reasons and may be used only in conformity with contract language.

\_\_\_\_\_  
Administrator