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A G R E E M E N T

between

WASHINGTON TOWNSHIP BOARD OF EDUCATION

and

WASHINGTON TOWNSHIP SCHOOLS SUPPORTIVE
SERVICES PERSONNEL ASSOCIATION

Covering the Period

July 1, 1988

to

June 30, 1991

TABLE OF CONTENTS - CONTINUED

		<u>Page No.</u>
ARTICLE XXIII	MAINTENANCE WORKERS ASSIGNMENTS	57
ARTICLE XXIV	FOOD SERVICE WORKERS	58 - 59
ARTICLE XXV	AIDES ASSIGNMENTS	60 - 61
ARTICLE XXVI	CUSTODIAN ASSIGNMENTS	62
ARTICLE XXVII	LIGHTHOUSEKEEPING CLEANER ASSIGNMENTS	63
ARTICLE XXVIII	WORK YEAR	64 - 66
ARTICLE XXIX	WORK DAY	67
ARTICLE XXX	WORKING CONDITIONS	68
ARTICLE XXXI	DEDUCTION FROM SALARY	69
ARTICLE XXXII	AGENCY SHOP	70 - 71
ARTICLE XXXIII	MISCELLANEOUS PROVISIONS	72
ARTICLE XXXIV	DURATION OF AGREEMENT	73
SCHEDULE A	TRANSPORTATION WORKERS SALARIES	
SCHEDULE B	MAINTENANCE WORKERS SALARIES	
SCHEDULE C	FOOD SERVICE WORKERS SALARIES	
SCHEDULE D	AIDES SALARIES	
SCHEDULE D.1	COMPUTER TECHNICIANS SALARIES	
SCHEDULE E	CUSTODIAN SALARIES	
SCHEDULE F	LIGHT HOUSEKEEPING CLEANER SALARIES	
SCHEDULE G	WAREHOUSE WORKERS SALARIES	
SCHEDULE H	AV COORDINATING TECHNICIAN SALARIES	
SCHEDULE I	EXTRA DRIVING WORK AND TRIPS	

ARTICLE I
RECOGNITION

The Board of Education of the Township of Washington (Board) hereby recognizes the Washington Township Schools Supportive Services Personnel Association (Association) as the exclusive and sole representative pursuant to N.J.S.A. 34:13A-1, et. seq., for collective negotiations concerning grievances and terms and conditions of employment for a unit of noncertificated, non-supervisory employees of the Board in the following categories:

- (a) transportation workers
- (b) maintenance workers
- (c) food service workers
- (d) aides
- (e) custodial employees
- (f) light-housekeeping employees
- (g) Warehouse Person
- (h) Assistant Warehouse Person
- (i) Audio-Visual Coordinating Technician

The aforesaid unit shall exclude all certificated employees, supervisory employees, secretarial and clerical employees, vehicle/maintenance/mechanics, security workers, and substitute and per diem employees.

ARTICLE III
GRIEVANCE PROCEDURE

A. Definitions

1. Grievance

A "Grievance" is a claim by a unit employee or the Association based upon the improper interpretation, application or violation of this Agreement, policies or administrative decisions affecting a unit employee or a group of unit employees.

2. Grievant

The "Grievant" is the person or persons or the Association making the claim.

3. Party in Interest

A "Party in Interest" is the person or persons making the claim and any person, including the Association, the Board or administrators, who might be required to take action or against whom action might be taken in order to resolve the claim.

B. Time Limitations

1. In order to be considered under this procedure, a grievance must be initiated by the grievant or the Association at the proper initiating level within 25 calendar days of its alleged occurrence or from the time when the grievant or Association could reasonably have known of its occurrence. Failure to initiate such grievance within the said 25 day period shall be deemed to constitute an abandonment of the grievance.

- (a) food service workers - Food Service Manager
- (b) transportation workers and transportation aides - Transportation Coordinator
- (c) maintenance workers - Maintenance Supervisor
- (d) other aides - Building Principal
- (e) custodians and light-housekeeping cleaners- Custodial Supervisor
- (f) Warehouse Workers - Assistant Supt. for Operations/Maintenance
- (g) AV Coordinating Technician - Bldg. Principal

2. Level Two - Superintendent

If the grievant is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered at Level One within ten school days after the discussion at Level One, the grievant may file an appeal in writing with the Superintendent within five school days after the issuance of the decision at Level One or, if no decision has been issued at Level One, within ten school days after the expiration of the time limitation for the issuance of said decision at Level One. The written appeal filed with the Superintendent shall recite the nature of the grievance and the reasons for the grievant's dissatisfaction with the decision rendered at Level One. The Superintendent shall be empowered to hear and decide the grievance himself or to designate an Assistant Superintendent to hear and decide the grievance in his place. After holding a discussion with the grievant and any other interested parties, the Superintendent (or Assistant Superintendent) shall issue his determination in writing within fifteen school days after the

after the expiration of the time period required for a decision at Level Three, if no decision has been made, file a written notification with the Superintendent of a demand for binding arbitration.

Within ten school days after such demand for arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the American Arbitration Association by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator. The arbitrator shall limit himself to issues submitted to him and shall consider nothing else. He can add nothing to or subtract anything from this agreement.

The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his decision not later than twenty school days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which

shall be permitted to be in attendance.

3. If a grievance affects a group or class of employees, the grievance may be submitted in writing directly to the Superintendent at Level Two in the event that the grievant and the Superintendent mutually consent thereto.

4. All records dealing with the processing of a grievance shall be kept in a separate grievance file and shall not be kept in the personnel file of any of the grievants.

- (2) The right to determine the work to be done by employees in the unit;
- (3) The right to introduce new or improved operations, methods, programs, means or facilities;
- (4) The right to hire, schedule, promote, demote, transfer, release, and lay off employees; and the right to suspend, and discharge employees according to state statutes and district policy, and otherwise, to maintain an orderly, effective and efficient operation.

Such deduction shall be made in accordance with the provisions of N.J.S.A. 52:14-15.9(e), upon written authorization of such individual unit employees, and shall be limited to Association membership dues only. The Association shall indemnify, defend and save harmless the Board against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken by the Board in reliance upon salary deduction authorization cards submitted for individual unit employees by the Association to the Board.

D. Whenever any Association representative or unit employee is mutually scheduled by the parties to participate during working hours in grievance proceedings, administrative conferences or meetings, he or she will suffer no loss in pay.

E. The Association shall have the right of reasonable use of the inter-school mail facilities and school mail boxes for Association communications.

F. If, during his or her normal working hours, it becomes necessary for an Association officer to be called from his or her normal duties in order to represent a unit employee or the Association before the Administration, such officer shall suffer no loss in pay.

F. The Board may terminate the employment of a unit employee during the term thereof without reference to the 30-day notice set forth in Subsection D above, where the unit employee has been determined by the Board to have engaged in such serious misconduct or such complete failure to perform his assigned duties and responsibilities as to constitute discharge for cause.

G. For all unit employees newly hired by the Board after January 1, 1980, for permanent unit positions, seniority in said position and regular salary rate shall commence as of the first day actually worked in said position after the administrator, having posted the required notice of vacancy, has indicated to the employee in writing of his intent to recommend said employee to the Board to fill the permanent vacancy.

H. No employee shall be disciplined or reprimanded without just cause. The term "disciplined" shall not be deemed to include either non-renewals or terminations of non-tenured employees.

In the event that the Board shall reduce the number of light housekeeping cleaner positions, cleaners having the least seniority in the school district as custodians shall be laid off first.

Example - A custodian is displaced because of the operation of the seniority principle set forth in Subparagraph G. Since that custodian had previously served three (3) years in the district as a light housekeeping cleaner, he/she would be entitled to "bump" the least senior cleaner if the latter has two years of service in that position.

F. For RIF purposes, there shall be two (2) categories of aides, to wit: Instructional Aides and Non-Instructional Aides. In the event of a RIF, the reduction shall occur by seniority in category only.

G. Notwithstanding the provisions of Subparagraphs B, C, D, E, and F of this Article, any unit employee (Employee #1) displaced in his category (transportation worker; maintenance worker; food service worker; aide) by the operation of the seniority principle set forth above and who had previous service in the school district as a regular employee in a second category, shall be entitled to displace or "bump" the least senior employee (Employee #2) in said second category as long as he or she (Employee #1) has greater seniority in said second category than the least senior employee (Employee #2) in said second category.

Example #1 - A transportation worker is displaced because of the operation of the seniority principle set forth

is eligible through displacing or "bumping" a less senior employee, shall have no rights under this subparagraph.

I. The provisions of this Article shall be deemed to apply only to employees affected by the elimination of positions and shall not apply to employees who are not rehired or whose employment is terminated for other reasons.

ARTICLE IX

SALARIES

A. Salaries for the 1988-89 school year shall be paid effective October 1, 1988, for twelve month employees and November 1, 1988, for ten month employees. Salaries for the 1989-90 school year shall be paid effective August 1 for twelve month employees and October 1 for ten month employees, except aides. Salaries for all aides in the 1989-90 school year shall be effective September 1, 1989.

B. The salaries for all TRANSPORTATION WORKERS included in the unit represented by the Association are covered by this Agreement and shall be as set forth in the following Schedule annexed hereto and made a part hereof:

Schedule A - 1988-89 school year
- 1989-90 school year
- 1990-91 school year

C. The salaries for all MAINTENANCE WORKERS included in the unit represented by the Association are covered by this Agreement and shall be as set forth in the following Schedule annexed hereto and made a part hereof:

Schedule B - 1988-89 school year
- 1989-90 school year
- 1990-91 school year

D. The salaries for all FOOD SERVICE WORKERS included in the unit represented by the Association are covered by this Agreement and shall be as set forth in the following Schedule annexed hereto and made a part hereof:

Schedule C - 1988-89 school year
- 1989-90 school year
- 1990-91 school year

following Schedule annexed hereto and made a part hereof:

Schedule H - 1988-89 school year
1989-90 school year
1990-91 school year

J. All unit employees employed on a 10-month basis shall be paid in 20 semi-monthly installments, payable on the 15th and last day of the month, respectively.

K. All unit employees employed on a 12-month basis shall be paid in 24 semi-monthly installments, payable on the 15th and last day of the month, respectively.

L. When a payday falls on or during a school holiday, vacation or weekend, unit employees shall receive their paychecks on the last previous working day.

M. An employee covered by this contract may individually elect to have any percent in increments of 5 percent of his/her monthly salary deducted from his/her pay, to be forwarded to an account of an accredited institution designated by the Association provided s/he files the appropriate written request form with the Business Office within the first week school is open for students each year, but in no case later than September 15th.

Deduction requests cannot be cancelled until the end of the contract year or at the time the employee resigns his or her employment in this school district, nor can the amount of deductions be changed after the initial request in any given contract year.

N. A minimum of two maintenance workers shall be designated to be on weekend and/or holiday call and shall receive

P. The salary schedules annexed hereto shall be prorated for those working less than 40 hours per week and/or 12 months per year, as the case may be.

Q. Any employee required or requested to attend any training classes, meetings, work shops, etc., held outside of the normal working day shall receive additional compensation computed on the regular hourly rate of pay. This provision does not apply when any employee attends classes to secure a black seal license or any other boiler operator's license.

However, each employee who holds a valid black seal license shall receive an annual stipend of \$300.00. In addition, the Board shall pay the fee for any employee who takes the black seal licensing course.

R. For purposes of future placement on the salary scale, any newly hired employee who works for less than a full contract year shall receive a full year's credit on the salary scale if he has worked the equivalent of at least one day more than one half of the total work days for that position during that contract year; provided, however, that this provision shall only apply to unit employees newly hired in the 1982-83 school year or thereafter.

S. The Board shall be empowered to withhold the scheduled salary increment of any unit employee for unsatisfactory job performance or other good cause. Such action may be taken by the Board at any time prior to actual payment of the scheduled salary increment and notwithstanding that any notice of reemployment shall have contained a stated salary

ARTICLE X
OVERTIME PAY

A. Food service workers and aides shall receive overtime pay for all hours worked in any week in excess of forty at the rate of one and one half times normal hourly pay.

B. Transportation workers shall receive overtime pay for all hours worked in any week in excess of forty at the rate of one and one half times normal hourly pay. In addition, any transportation worker who, having completed his daily work assignment and returned home, is called in for emergency unscheduled evening work (excluding scheduled evening extracurricular runs) shall be entitled to a minimum of two hours' pay and at the rate of one and one half times normal hourly pay.

C. Maintenance workers, custodians, and light housekeeping cleaners shall receive overtime pay for all hours worked in any week in excess of forty at the rate of one and one half times normal hourly pay. Any hours worked in any week in excess of forty-eight shall be paid at the rate of two times normal hourly pay. All Board approved leaves of absence shall count as work time. In addition, any maintenance worker, custodian, or light housekeeping cleaner who, having completed his/her daily work assignment and returned home, is called in for emergency unscheduled duties shall be entitled to a minimum of two hours' pay and at the appropriate overtime rate.

ARTICLE XI

PAID HOLIDAYS

A. Maintenance, custodial, warehouse workers and the AV Coordinating Technician shall be entitled to the following paid holidays:

1. Veteran's Day
2. Thanksgiving Day
3. Day after Thanksgiving
4. Christmas Eve (12/24)
5. Christmas Day
6. December 26
7. New Year's Eve (12/31)
8. New Year's Day
9. Martin Luther King Day
10. President's Day
11. Good Friday
12. Memorial Day
13. Independence Day
14. Labor Day

In any given contract year when any of the above holidays fall on days when school is in session for students, an alternate day may be assigned as the holiday in lieu of the day on which the designated holiday falls. Whenever possible, the alternate day assigned in lieu of a holiday shall be contiguous to a weekend, holiday break, semester vacation, etc.

ARTICLE XII

VACATIONS

A. All maintenance workers and custodians under 12-month contract shall be entitled to utilize vacation days with pay in the contract year following the one in which the vacation days were earned according to the schedule set forth in this Article. Legal holidays shall not be counted as vacation days if they fall on a working day during an employee's vacation as scheduled under this Article.

B. Vacation schedules shall be arranged and coordinated with an employee's immediate supervisor, and be submitted to the Superintendent of Schools for approval at least three weeks prior to the first day of vacation.

In the first year of employment, employees who work less than one year but more than six months, shall earn five (5) days vacation to be taken during the following contract year. If services are terminated by the employee during, or at the conclusion of the first year, said employee shall not be entitled to any vacation.

C. Vacation eligibility is calculated at the end of each contract year.

<u>Vacation Schedule</u>	<u>Eligibility in Following Contract Year</u>
(1) <u>First contract year (if less than full year)</u>	
Less than six months (employed under contract after December 31)	0 days
Less than one year, but more than six months (employed under contract December 31 or earlier)	5 days

Example: 12 full years of service - eligibility - 15 days

Termination date - March 11 of 13 year - (8 mos.)

$8/12 \times 15 = 10$ days vacation to be taken prior to termination date.

Vacation days will be prorated on a full-day basis only.

F. Any ten (10) month employee moving to a twelve (12) month position shall receive one (1) full year's credit toward vacation for each full ten (10) month year worked.

E. Sick leave sell-back at retirement shall be as follows:

10-15 Years of Service = 1 day for every 4 days
times appropriate sub rate
16-20 Years of Service = 1 day for every 3 days
times appropriate sub rate
Over 20 Years of Service = 1 day for every 2 days
times appropriate sub rate

to a maximum of \$3,500.00.

leave and all accumulated sick leave. However, any unused personal business days (which is herein made eligible for use in future years for illness where the employee has exhausted all annual and accumulated sick leave) shall not be deemed "accumulated unused sick leave" for purposes of any future legislation mandating payment on retirement or otherwise for accumulated unused sick leave. It is the intention of this subparagraph that a separate record shall be maintained for "unused personal business days" which are eligible for use in future years for illness in the event that an employee has exhausted all annual and accumulated sick leave, but that such record of "unused personal business days" shall in no event be deemed to be "accumulated unused sick leave" or purposes of such future legislation.

B. Death in the Immediate Family

Each unit employee shall be eligible for up to five (5) days' leave for a death in the immediate family (spouse, parent, parent-in-law, child, brother or sister). The first three (3) days of such leave shall be granted with pay. The Superintendent shall have complete discretion in granting a fourth or fifth day and in determining whether such fourth or fifth day shall be with or without pay.

(c) following any difference of medical opinion between the Board's physician and the employee's physician, the Board may request expert consultation, in which case a third impartial physician, agreed upon by the employee's physician and the Board's physician, shall be appointed to examine the employee, and whose medical opinion shall be conclusive and binding on the issue of medical incapacity to continue performing her duties. The expense of any examination by an impartial third physician under this subparagraph shall be shared equally by the employee and the Board.

3. Safety

Her physical condition or capacity is such that her continued performance of her duties may pose a risk to the safety and welfare of students.

C. Prior to the date of the expected birth, a pregnant employee shall be entitled to choose either one of the two alternative maternity leave of absence programs set forth below. Such an employee shall be limited to a choice of one such maternity leave of absence plan to the exclusion of the other and may not choose any combination of both. The two maternity leave of absence plans available to a pregnant

requested to do so in his/her application and shall have specified the month when s/he desires to return. The Board of Education shall be the sole determiner of the specific day on which s/her returns from leave; however, the date determined by the Board of Education shall fall within one pay period of the date requested.

Any extension or reduction of the date of return within the same school year shall only be allowed at the discretion of the Board, provided application has been made following the original grant of the unpaid leave of absence, but prior to the announced commencement date thereof. Such extension or reduction may be granted by the Board for an additional reasonable period of time for reasons associated with the pregnancy or birth, or for other proper cause, provided that such extension or reduction will not substantially interfere with the administration of the school system.

Since no unit employee has any guaranty of continued employment beyond the current school year, no such unpaid maternity leave of absence may extend beyond the termination of the current school year in which such leave was granted and no grant of such unpaid maternity leave of absence for the duration of the current school

cian stating that she is physically capable of resuming her full duties, provided, that if the Board's physician is in disagreement, the conflict of medical opinion shall be resolved in the same manner as set forth in Subsection B(2) (c) of this Article.

F. Any employee granted a leave of absence under this Article shall be eligible for any available increment in the following school year, if reemployed, provided that she completed at least five months of work during the school year in which the leave of absence commenced.

G. Other leave with or without pay may be granted by the Board on a case-by-case basis.

tion and approved by the Board. Eligibility for enrollment for benefits shall be governed by and be subject to any restrictions imposed by the plan established by the selected company. Any such plan may provide for coverage for individual employees and their eligible dependents and may contain a deductible.

During the 1990-91 school year, the Board shall provide and pay for dental and prescription programs as described in paragraph C above. The Board's total contributions for the dental and prescription programs combined premiums shall not exceed \$1,000 per employee. Any premium or cost for any such enrolled employee and/or his/her eligible dependents in excess of the Board's maximum contribution of \$1,000 per year shall be borne by such employee either through direct payments by such employee or, at the option of the Board, through salary deductions.

Should an employee opt to withdraw from either dental or prescription coverage as an alternative to the payment of an additional contribution, above the Board's \$1,000 premium limit, the Board will contribute the appropriate premium to an escrow account to be distributed to the members of both the dental and prescription programs at the end of the contract year, in an amount not to exceed the cost of each member's additional contribution.

D. To be eligible for insurance protection described in Paragraphs A, B or C above, an employee must be employed twenty (20) hours or more per week.

ARTICLE XVIII

VOLUNTARY TRANSFERS AND REASSIGNMENTS

A. Any vacancy occurring during the school year in any of the positions covered by this Agreement shall be posted in appropriate places together with notification of the date by which interested parties may apply.

B. No later than June 1 of each year a list of all known vacancies expected to occur for the following school year in positions covered by this Agreement shall be posted in appropriate places together with notification of the date by which interested parties may apply.

C. Any unit employee may apply for a transfer or re-assignment to any of the vacancies under Subsection A or B. However, nothing contained herein shall compel the Board to grant any such application for transfer or reassignment.

ARTICLE XX

EVALUATIONS

A. Each unit employee shall be evaluated at least once during the school year by his immediate supervisor or by an evaluator designated by the Board.

B. A written evaluation report shall be prepared for each unit employee which shall include, when pertinent, areas of strength and weakness and suggestions for improvement.

C. A copy of the written evaluation report shall be furnished to the unit employee who shall sign and return same and may append his comments thereto.

D. Any unit employee who receives an unsatisfactory evaluation shall be afforded a post-evaluation conference with the evaluator for the purpose of discussing the evaluation.

E. Prior to any formal action by the Board to withhold the increment of a unit employee or not to reemploy a unit employee for unsatisfactory job performance, a second evaluation of said unit employee shall be conducted by the unit employee's immediate supervisor or by an evaluator designated by the Board. In such cases, the provisions of Subsections B, C and D of this Article shall also apply.

ARTICLE XXII

TRANSPORTATION WORKERS ASSIGNMENTS

A. Assignment of regular transportation routes shall be made by the Transportation Supervisor. Assignments will be made by seniority . . . the driver with the most seniority will be assigned a route with the highest number of hours of paid driving time . . . correspondingly, the driver with the least seniority will be assigned the route with the lowest number of hours of paid driving time (i.e. the seniority principle will be in effect in regard to hours of driving time). The assignment of a specific route, after consideration of seniority, shall be at the sole discretion of the Transportation Supervisor.

The Transportation Supervisor shall establish a system whereby drivers may indicate their preferences of bus routes prior to the beginning of the school year. The Transportation Supervisor shall make route assignments according to requests and seniority as much as possible as long as such requests are in conformity with all provisions of Article XXII and are, in his/her judgment, in the best interest of the school district.

B. The exceptions to A above are as follows:

(1) Assignment to special education routes by the Transportation Supervisor shall be made without regard to seniority. However, requests for special education routes by drivers with high seniority should be given first consideration to permit them the opportunity to

school year since the parties recognize that transportation runs may be altered or eliminated during the course of the school year through such factors as opening of new schools, installation of sidewalks, withdrawal of special students, and the like.

For the foregoing reasons, it is recognized that the Board is entitled, during the course of the school year where any such factors necessitate, to alter and/or eliminate a large proportion of all transportation runs.

In addition, when transportation runs are assigned at the commencement of a school year by the Transportation Supervisor, he shall assign, as far as possible, those runs which may be temporary or subject to alteration or reduction during the course of the school year to drivers with the least seniority. Drivers assigned such runs shall be notified at the time of the assignment that those runs may be temporary or subject to alteration or reduction during the course of the school year.

F. Special trips shall be assigned to regular drivers provided that the school district's busses are available and the cost thereof will not exceed the cost of utilizing an outside carrier. Assignments of such regular drivers to special trips shall be by a rotation system defined in the memorandum annexed hereto as Schedule E.

G. All drivers shall be required to have an annual physical examination. Such annual physical examination shall be conducted by the school medical examiner at Board expense,

- K. The Board shall have the right to contract with outside carriers parochial routes where it would be uneconomical to utilize the school district' bus or to purchase an additional bus. In addition, where all runs have been assigned and one or two are left over which would be uneconomical from the standpoint of utilizing a school district bus and driver, the Board shall have the right to contract such a run or runs with outside carriers provided that when additional runs are created sufficient to make it economical to utilize the school district's bus and driver, the outside contract is terminated.

- L. Hours worked on summer assignments shall not be counted in determining eligibility for assignments during the regular school year.

- M. The Extra-Driving Work and Trips shall be posted in the driver's lounge.

ARTICLE XXIV

FOOD SERVICE WORKERS ASSIGNMENTS

A. Assignments of food service workers for the school year and during the course of the school year shall be made by the Food Service Manager.

B. Assignments of food service workers for banquets shall be made by the Food Service Manager. With the exception of the head cook who shall be assigned by the Food Service Manager, one half of the workers within the bargaining unit needed for a banquet shall be assigned by the Food Service Manager from those workers within the bargaining unit regularly assigned to the school building in which the banquet is being held and one half from workers within the bargaining unit not assigned to the building in which the banquet is to be held on the basis of a rotating seniority system. Cooks are eligible to be assigned as regular workers, in which event they shall receive pay as a regular worker.

The following hourly stipends shall be paid to food service workers for banquets:

\$7.75 - 1988-89
\$8.00 - 1989-90
\$8.25 - 1990-91

The following hourly stipends shall be paid to food service cooks and assistant cooks for banquets:

\$8.75 - 1988-89
\$9.00 - 1989-90
\$9.25 - 1990-91

ARTICLE XXV

AIDES ASSIGNMENTS

A. Aides employed by the school district presently include the following categories:

- (a) cafeteria-playground aide
- (b) teacher aide
- (c) library aide
- (d) special education classroom teacher aide
- (e) transportation aide
- (f) comprehensive employment and training act
teacher aide
- (g) non-instructional aide
- (h) nurse's aide
- (i) state compensatory education program
tutorial aide
- (j) ESEA Title I tutorial aide
- (k) clerk-aide

Since the maintenance of certain categories of aides is dependent upon educational needs and funding for various sources, the parties recognize that the Board has the discretion to abolish existing categories or to create additional categories or to hire additional employees in any category or to reduce the number of employees in any category.

B. Assignments of aides in the various categories for the school year shall be made at the sole discretion of the Superintendent and shall be made by administration prior to the opening of school in September, except in extenuating

ARTICLE XXVI

CUSTODIAN ASSIGNMENTS

A. Where any vacancy occurs in a custodial position or any new custodial positions are added, notice of such vacancies shall be posted in an appropriate area in each building in which members of this unit are employed. Any employee in this unit who desires a transfer to the position posted shall file a written statement of such desire with the Superintendent or his designee no later than 10 days after the notice the position has been posted. Members of this bargaining unit shall receive consideration for the positions; however, such positions shall be filled at the sole discretion of the Administration and/or the Board of Education.

B. Where in any building different starting times are established for those custodians working a particular shift, the most senior custodian working in that building shall receive first consideration for his choice of starting time. The actual assignment of custodians to shifts and starting times shall be at the sole discretion of the Administration and/or the Board of Education.

ARTICLE XXVIII

WORK YEAR

A. Food service workers shall be under a 10-month contract commencing September 1 and ending June 30. The minimum number of workdays for food service workers in the elementary schools shall be 170, plus one day prior to the start of school and one day after the closing of school. The minimum number of workdays for food service workers at the Middle School and High School level shall be 176, plus one day prior to the start of school and one day after the closing of school. Any additional days worked shall be at the sole discretion of the Board of Education, shall be paid at the regular hourly or daily rate of pay, and except in extenuating circumstances shall be subject to 30 day prior notification. When food service workers at a particular school are not scheduled to work because their school is not scheduled to provide lunch, they shall have the first option to substitute at schools where such work is scheduled for employees who are absent. The regular hourly rate of pay shall be paid rather than the substitutes' scale. Paid holidays for food service workers shall be in accordance with Article XI.

B. Transportation workers shall be under a 10-month contract commencing September 1 and ending June 30. The minimum number of workdays for transportation workers shall be equivalent to the number of days pupils are in attendance. Any additional days worked shall be at the sole discretion of the Board of Education, shall be paid at the regular hourly

G. In those years where the Board determines a need to employ the services of any number of Light Housekeeping Cleaners during the summer recess, those Light Housekeeping Cleaners who indicate a willingness to do so, preference shall be given to those incumbents who normally work in the building in which a Light Housekeeping Cleaner is to be stationed during the summer recess; otherwise seniority shall prevail. The length of said summer employment shall depend upon need and availability of funds as determined by the Board. Salaries for said summer employment shall be based on the cleaner's regular salary for the new contract year.

ARTICLE XXX

WORKING CONDITIONS

A. The Board will provide, at its expense, rubber gloves for Custodians and Light Housekeeping Cleaners.

B. When roads are impassable due to deep snow, ice, or other hazardous road conditions, the Custodians are not expected to report for work until such time that the road crews or improved weather conditions made the roads safe for travel.

C. It is agreed that it shall not be the regular practice to have custodians unload trucks; however, custodians are expected to help on major supply deliveries and on occasional small deliveries. It is understood that in order to assist with the unloading, a custodian would not be expected to complete all of his normal duties, unless he is required to work overtime.

D. Custodians and light housekeeping cleaners will perform all functions and duties outlined in the job descriptions for said positions which shall be filed in each school and furnished to each new employee.

ARTICLE XXXII

AGENCY SHOP

REPRESENTATION FEE

A. Any employee represented by this bargaining unit employed by the Board of Education during the term of this Agreement who does not become a member of the Association shall be required to pay a representation fee to the Association for the purpose of offsetting the employee's per capita cost of services rendered by the Association as majority representative. Representation fees for non-members shall be deducted prospectively only beginning September 1 of each contract year.

B. Unless otherwise specified in this article, the maximum representation fee for non-members, notification of procedures available to non-members for appeal and the establishment of a demand and return system, etc., shall comply to 34:13A-5.4 et. seq. in effect at the time of the execution of this contract.

On or about November 1 of each year, the Association will submit to the Board the names of those members of the Association for that year. The Board will deduct the total amount of representation fee in equal installments, as nearly as possible, in each pay period for the remainder of the year.

On or about the last day of each month beginning in November of each year, the Board will notify the Association of newly employed members of this bargaining unit. The Asso-

ARTICLE XXXIII

MISCELLANEOUS PROVISIONS

A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions of this Agreement shall continue in full force and effect.

B. The terms of this Agreement may not be modified in whole or in part except by written instrument duly signed by properly authorized representatives of both parties.

C. Whenever any notice is required to be given by either of the parties to this Agreement to the other pursuant to the provisions hereof, either party may do so by telegram or by registered or certified mail as follows:

TO THE BOARD: Washington Township Board of Education
c/o Superintendent
Bunker Hill School, R.F.D. #3
Sewell, New Jersey 08080

TO THE ASSOCIATION: Washington Township School Supportive
Services Personnel Association
c/o President
(address of President's building)

D. Copies of this Agreement shall be duplicated and made available to unit employees, with the cost thereof shared equally by the Board and Association.

SCHEDULE A
TRANSPORTATION WORKERS SALARIES
WTSSSPA

<u>1988 - 1989</u>		
<u>Step</u>	<u>Prior Years of Service</u>	<u>Hourly Rate</u>
1	0	\$10.71
2	1 and Over	11.47

<u>1989 - 1990</u>		
<u>Step</u>	<u>Prior Years of Service</u>	<u>Hourly Rate</u>
1	0	\$11.47
2	1 and Over	12.36

<u>1990 - 1991</u>		
<u>Step</u>	<u>Prior Years of Service</u>	<u>Hourly Rate</u>
1	0	\$12.36
2	1 and Over	13.47

SCHEDULE C

FOOD SERVICE WORKERS SALARIES

WTSSSPA

	<u>HOURLY RATE</u>		
	<u>1988 - 89</u>	<u>1989 - 90</u>	<u>1990 - 91</u>
Cook	\$ 9.19	\$ 9.93	\$10.82
Assistant Cook	7.94	8.58	9.35
Food Service Cashier	7.34	7.93	8.64
Food Service Worker			
Step 1	5.60	6.11	6.66
Step 2	6.35	6.86	7.48
Step 3	7.11	7.68	8.37

YEARS OF EXPERIENCE

	<u>1988-89</u>	<u>1989-90</u>	<u>1990-91</u>
Step 1	0	0	0
Step 2	1-8	1-9	1-10
Step 3	9+	10+	11+

SCHEDULE D.1
COMPUTER TECHNICIANS SALARIES

<u>YEAR</u>	<u>HOURLY RATE</u>
1988-89	\$8.00
1989-90	\$8.72
1990-91	\$9.51

SCHEDULE F

LIGHT HOUSEKEEPING CLEANERS SALARIES

WTSSSPA

<u>Step</u>	<u>1987-88</u> <u>Salary</u>	<u>1988-89</u> <u>Salary</u>	<u>1989-90</u> <u>Salary</u>	<u>1990-91</u> <u>Salary</u>
1	\$ 9,859	\$10,527	\$11,369	\$11,965
2	10,182	10,850	11,796	12,392
3	10,504	11,200	12,096	12,814
4	10,827	11,554	12,478	13,184
5	11,049	12,465	13,413	14,647
6	11,475			

Arrows indicate movement of steps over the 3-year contract.

SCHEDULE H

A. V. COORDINATING TECHNICIAN

WASHINGTON TOWNSHIP SCHOOLS SUPPORTIVE SERVICES PERSONNEL ASSOCIATION

1988 - 1989

ANNUAL SALARY

\$23,628

1989 - 1990

ANNUAL SALARY

\$25,518

1990 - 1991

ANNUAL SALARY

\$27,815

11. The Transportation Coordinator has the right to assign trips to the first available driver when a last minute request is granted (less than 24 hours).
12. Trip sheets will be furnished for each trip. They are to be completed and turned in to the Transportation Coordinator's office immediately following the trip completion, or in the event of evening or weekend trips, on the morning of the first day following the trip that the transportation office is operational.
13. Drivers employed after the beginning of the school year will be added to the "Trip and Extra Work List" following the driver with the lowest seniority. The new driver will take his place on the "Trip and Extra Work Rotation List" in the same position as the driver with the highest number of hours of trips and extra work on the date of the new driver's appointment by the Board of Education

Example: Rotation List

Driver with highest hours	24 Hrs.
Other drivers	20 Hrs.
New driver placed on rotation list at this point	----- 7

Which means the new driver will not be eligible for trips until all other drivers have completed 24 hours.

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14. Summer work, when available, will be assigned by the Transportation Coordinator by seniority.
 15. The following codes will be used by the Transportation Supervisor when driver contact must be made over the telephone, to accept or reject extra work (when a notice cannot be placed in a mailbox on weekends or when the school system is closed):

- A - Acceptance
- R - Rejection
- PB - Phony Busy - Rejection, go onto next driver
- NA - No Answer - Rejection, go onto next driver

Only "A" and "R" are chargeable to the driver on the Trip and Extra Work Rotation List.

16. Trip hours will be kept as close to equal as possible.

Washington Township Public Schools 1989-90 Calendar

September 1989				
M	T	W	T	F
(4)	(5)	(6)	7	8
11	12	13	14	15
18	19	20	21	22
25	26	27	28	29

October 1989				
M	T	W	T	F
2	3	4	5	6
(9)	10	11	12	13
16	17	18	19	20
23	24	25	26	27
30	31			

November 1989				
M	T	W	T	F
6	7	8	(9)	(10)
(13)	14	15	16	17
20	21	22	(23)	(24)
27	28	29	30	

December 1989				
M	T	W	T	F
4	5	6	7	8
11	12	13	14	15
18	19	20	21	22
(25)	(26)	(27)	(28)	(29)

January 1990				
M	T	W	T	F
(1)	2	3	4	5
8	9	10	11	12
(15)	16	17	18	19
22	23	24	25	26
29	30	31		

September
4 Labor Day
5-6 Staff In-service Day
7-8 School Opens
1/2 days for elementary students

February
16-19 Presidents Weekend

October
9 Columbus Day

April
3-5 HSPT Testing
Spring Break
1/2 day HS students only
Elementary Conferences and Kindergarten Registration
(1/2 days for Grades 1-5)

November
8 Staff In-Service Day*
9-10 NJEA Convention
10 Veterans Day
13 Staff In-Service Day
13-17 American Education Week
14-17 Elementary Conferences

May
28 Memorial Day

December
14-17 1/2 Days for Grades 6-8
23-24 Thanksgiving

December
22 1/2 day for all students
25-29 Winter Break

January
1 New Years Day
2 School Resumes
15 Martin Luther King Day

The calendar includes four dates reserved for snow days. If they are not used, the days will be deducted from the end of the school year.
*November 8 through 13 are packing and moving days for the Middle Schools
Schools are closed for students on the dates circled.

February 1990				
M	T	W	T	F
5	6	7	8	9
12	13	14	15	(16)
(19)	20	21	22	23
26	27	28		

March 1990				
M	T	W	T	F
5	6	7	8	9
12	13	14	15	16
19	20	21	22	23
26	27	28	29	30

April 1990				
M	T	W	T	F
2	3	4	5	6
9	10	11	(12)	(13)
(16)	17	18	19	20
23	24	25	26	27
30				

May 1990				
M	T	W	T	F
7	8	9	10	11
14	15	16	17	18
21	22	23	24	25
(28)	29	30	31	

June 1990				
M	T	W	T	F
4	5	6	7	8
11	12	13	14	15
18	19	(20)	21	22
25	26	27	28	29