

A G R E E M E N T

between

LIBRARY  
Institute of Management and  
Labor Relations

FEB 26 1982  
RUTGERS UNIVERSITY

WASHINGTON TOWNSHIP

BOARD OF EDUCATION

(Gloucester County)

and

WASHINGTON TOWNSHIP SCHOOLS SUPPORTIVE

SERVICES PERSONNEL ASSOCIATION

(CUSTODIAL UNIT)

Covering the Period

July 1, 1979

to

June 30, 1982

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PREAMBLE

WHEREAS, the Board of Education of the Township of Washington, County of Gloucester, New Jersey (hereinafter "Board"), and the Washington Township Schools Supportive Services Personnel Association (hereinafter "Association"), pursuant to N.J.S.A. 34:13A-1, et seq., have negotiated with respect to terms and conditions of employment and grievances of those employees contained within this bargaining unit;

NOW, THEREFORE, the Board and Association agree as follows:

ARTICLE II

NEGOTIATION OF A SUCCESSOR AGREEMENT

A. The parties agree to commence negotiations over a successor agreement not later than October 10, 1981. The Association shall furnish the Board a complete written bargaining proposal for such agreement not later than September 15, 1981, and the Board shall furnish the Association a complete written bargaining proposal not later than October 1, 1981.

B. Neither party during the course of negotiations shall have any control over the selection of the negotiating representative of the other party. The parties agree that their respective negotiating representatives shall be clothed with the authority to make and consider proposals and to do all that is necessary for bona fide negotiations; provided, however, that it is understood that no successor agreement shall be binding on the parties unless and until ratified by the Board by a majority vote at a public meeting and by the Association by a majority vote of its membership.

C. Whenever a member of the Association's negotiating committee is mutually scheduled by the parties to participate during working hours in negotiations sessions, he or she will suffer no loss in pay.

Failure to initiate such grievance within the said 30-day period shall be deemed to constitute an abandonment of the grievance.

2. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum, and every effort should be made to expedite the process. All time limits must be adhered to unless a modification or extension is agreed to by the Board and the grievant. If such time limits are not adhered to by the Board or Administration, the grievant may thereupon initiate action within the specified time period to the next step of the procedure. If the grievant fails to adhere to such time limits, the grievance shall be considered withdrawn.

C. Procedure

1. Level One - Principal

A grievant shall initiate his grievance by first discussing same with his Building Principal with the objective of resolving the matter informally. At the conclusion of said discussion, the grievant and the Principal shall sign and date a form confirming that said discussion has taken place. The Principal shall furnish a copy of said form to the Association. The Principal shall indicate his response, either orally or in writing, within five school days after said discussion has taken place.

in the event that the Superintendent has failed to issue his decision within the prescribed period, within five school days after the expiration of said time period, appeal the decision at Level Two in writing to the Board of Education by filing a written appeal with the Superintendent.

At the sole option of the Board, the grievance at Level Three may be decided by the full Board or by a designated committee of the Board. The Board, or such designated committee of the Board, shall hold a discussion with the grievant and any other interested parties. Such discussion shall be held within 30 calendar days from the filing of the grievance at Level Three and the decision thereafter shall be issued by the Board or Board committee within 15 calendar days of the conclusion of the discussion.

#### 4. Level Four - Binding Arbitration

If the grievant is not satisfied with the decision rendered at Level Three, or in the event that no decision has been rendered at Level Three within the time period prescribed therefor, the grievant may, within 10 school days after the decision at Level Three or within 10 school days 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.

The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. Miscellaneous

1. A grievant may be represented at all stages of the grievance procedure by himself, or, at his option, by an Association representative or an attorney-at-law.
2. All meetings and hearings under this grievance procedure shall be conducted in private and only the parties in interest and their properly designated representatives 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.

ARTICLE V  
ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Association and its representatives shall be permitted to transact official unit business on school property at reasonable hours, provided that this shall not interfere with or interrupt normal school operations. No Association meeting shall be conducted on school property unless prior notice has been given and approval secured from the building principal.
- B. The Association and its representatives shall be permitted to use school equipment for unit business, subject to administrative approval, including typewriters, mimeograph machines, other duplicating equipment, calculating machines and all types of audio-visual equipment at reasonable times when such equipment is not otherwise in use. The Association shall pay for the reasonable cost of all materials, supplies and equipment repair incident to such use.
- C. The Board agrees to deduct from the paychecks of unit employees who are members of the Association, Association membership dues and to remit same to the Association. 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



ARTICLE VI  
EMPLOYMENT RIGHTS

A. No later than June 1 of each year, each unit employee shall be given written notice of his contract status for the ensuing school year and his salary status if a salary scale has been finalized.

B. Each unit employee who receives written notice of reemployment for the ensuing school year shall signify his acceptance of such reemployment by returning a copy of said written notification within 10 days with his signed acceptance appended.

C. Each written notification of reemployment accepted in writing by a unit employee shall be deemed to incorporate the terms of this Agreement.

D. The employment contract of any unit employee may be terminated at any time by the Board or by the unit employee by either party giving to the other 30-day notice in writing of intention to terminate. Upon application of a unit employee, the Board may waive such 30-day notice and permit the unit employee to terminate his employment in less than 30 days in situations involving emergencies or other justifiable reasons.

he shall be limited to filing an appeal with the Commissioner of Education.

Example - A custodian is displaced because of the operation of the seniority principle set forth in Subparagraph B. Since that custodian had previously served three years in the district as a light housekeeping cleaner, he would be entitled to "bump" the least senior cleaner if the latter has two years of service in that position, but not if the latter has four years of service in that position.

E. Any unit employee who is displaced by the operation of the seniority principle set forth in this Article shall have the right of first refusal for any vacancy which occurs in his category within one calendar year of his displacement. If said employee fails to accept in writing an offer to fill such vacancy within five days after said offer is made by notice given to said employee or to the Association, his rights under this subparagraph shall terminate. In addition, if an employee accepts such an offer and fails to report to work within 10 days after such acceptance, his rights under this subparagraph shall terminate. Any employee who has been displaced after declining to accept a position for which he is eligible through displacing or "bumping" a less senior employee, shall have no rights under this subparagraph.

F. 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.

F. If the unit employee remains dissatisfied with the Board's determination, he shall be limited to filing an appeal with the Commissioner of Education.

G. Any failure by the Board to adhere to the procedures set forth in this Article shall not entitle the unit employee to reemployment or to money damages.

E. 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.

F. 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.

G. Any 10-month unit employee may individually elect, at the commencement of the school year, to have 10 per cent of his monthly salary deducted from his pay. The money so deducted shall be paid to the unit employee on the final payday in June or according to a schedule of payment throughout the summer vacation period.

H. For purposes of future placement on the salary scale, any newly hired regular 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 1979-80 school year or thereafter.

I. 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

ARTICLE X  
OVERTIME PAY

A. All unit employees shall receive overtime pay for all hours worked in any day in excess of eight or in any week in excess of forty at the rate of one and one-half times normal hourly pay.

B. All unit employees who work six or seven days in a normal work week shall receive overtime pay for all hours worked on the sixth (6th) day actually worked at the rate of one and one-half times normal hourly pay and for all hours worked on the seventh (7th) day actually worked at the rate of two times normal hourly pay.

C. Any unit employee required to work on any of the paid holidays stipulated in Article XI shall receive two times normal hourly pay for all hours worked in addition to holiday pay.

D. Any unit employee who, having completed his daily work assignment and returned home, is called in for emergency unscheduled duties shall be entitled to receive a minimum of two hours' pay at the rate of one and one-half times normal hourly pay provided that such call-in was not necessitated by that employee's own negligence in the performance of his duties.

E. Any and all overtime worked in any particular month shall be paid the first payday following the particular month in which the overtime was worked.

ARTICLE XII

VACATIONS

All unit employees under 12-month contract shall be entitled to paid vacations after completion of specified periods of employment in said position in accordance with the following schedule:

- (a) After six months' employment - 1 week
- (b) After one complete year of employment - 2 weeks
- (c) After seven continued years of employment - 3 weeks
- (d) After twenty continued years of employment - 4 weeks

Any unit employee who has transferred from another 12-month position in the school district which carried a vacation entitlement shall, for the purpose of the above schedule, be entitled to count the period of employment in said previous 12-month position.

All unit employees under 10-month contract shall be entitled to one (1) week paid vacation after six months' continued employment in said position, which vacation must be taken before June 30.

All such vacations shall normally be taken during the summer months of the contract year in accordance with vacation schedule requests submitted to the administration for its approval.

Any unit employee whose employment is terminated prior to the expiration of the contract year shall be entitled to a prorated

ARTICLE XIII

SICK LEAVE

A. All unit employees shall be granted a yearly sick leave of ten (10) days to be used only for illness and for no other purpose. Use in violation of this Agreement shall constitute grounds for disciplinary action. All days of sick leave not utilized within the current school year shall be accumulative, to be used for additional sick leave as needed in subsequent years. Notwithstanding the foregoing, all unit employees under 12-month contract shall be entitled to a yearly sick leave of twelve (12) days, of which the initial ten (10), if not utilized within the current school year, shall be accumulative.

B. Unit employees shall notify their designated supervisor or his designee of anticipated absence due to illness as early as possible, and in accordance with standard operating procedures for each employee group.

C. Upon request of a unit employee's supervisor or the Superintendent, a doctor's certificate concerning any absence due to illness shall be presented.

D. Any unit employee who regularly works less than five days per week shall be entitled to a prorated sick leave entitlement.



provided that such employee has exhausted his annual sick leave and all accumulated sick leave. Two (2) unused personal business days per year may also be used in future years for illness, provided that the employee has exhausted all his annual sick 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" for 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, grandparent, 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.

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 employee are as follows:

1. Paid Sick Leave

A pregnant employee may choose to utilize her annual and accumulated paid sick leave days during the period of actual disability caused by pregnancy. If this alternative is chosen by the employee, such employee may not commence her leave until such time as she is physically disabled by her

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 year shall be construed as guaranteeing reemployment in the following school year. However, in the event such employee shall be reemployed for the following school year, she may apply for an extension of such unpaid maternity leave of absence beyond the end of the current school year.

D. Except as otherwise provided in this Article, no unit employee shall be barred from returning to work after the birth of her child by any prescribed waiting period between the date of birth and the date of return to work; however, each such employee shall be required to file, at least two weeks prior to the date of birth and the date of return or at the time of giving the required notice of intention to return, whichever is earlier, a certificate from her physician 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.

ARTICLE XVI  
HEALTH BENEFITS

A. The Board will provide health insurance protection for each unit employee and his or her dependents under the New Jersey Public Employees Health Benefits Plan; provided, however, that such coverage shall not be afforded to any unit employee whose regular work hours are less than 20 hours 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 reassignment 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  
CUSTODIAN ASSIGNMENTS

A. Where any vacancy occurs in a custodian position or any new custodian positions are added, such position or positions shall be filled on the basis of seniority by the most senior qualified custodian who applies, before such position or positions are filled by hiring new employees.

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 that particular shift shall have the choice of starting times and shall continue on that starting time until the starting time is discontinued or until a change mutually agreed to by the employee and the Administration.

ARTICLE XXIV

WORK YEAR

A. Custodians shall be under a 12-month contract commencing July 1 and ending June 30, subject to their paid vacation entitlements under Article XII and their paid holiday entitlements under Article XI.

B. Light Housekeeping Cleaners shall be under a 10-month contract commencing September 1 and ending June 30, subject to their paid vacation entitlements under Article XII and their paid holiday entitlements under Article XI.

C. 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 shall be so employed. If the number of Light Housekeeping Cleaners to be so selected is less than the number 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 XXVI  
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 road conditions, the custodians are not expected to report. Roads are considered passable when school closing for pupils is initiated from the Bunker Hill Administration Building.

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 XXVIII

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 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 B

LIGHT HOUSEKEEPING CLEANERS SALARIES

WASHINGTON TOWNSHIP SCHOOLS SUPPORTIVE SERVICES PERSONNEL ASSOCIATION

1979 - 1980

<u>Step</u>	<u>Prior Years of Service</u>	<u>Annual Salary</u>
1	0	\$ 5,085
2	1	5,385
3	2	5,685
4	3	5,985
5	4	6,285
6	5+	6,585

1980 - 1981

<u>Step</u>	<u>Prior Years of Service</u>	<u>Annual Salary</u>
1	0	\$ 5,336
2	1	5,636
3	2	5,936
4	3	6,236
5	4	6,536
6	5+	6,836

1981 - 1982

<u>Step</u>	<u>Prior Years of Service</u>	<u>Annual Salary</u>
1	0	\$ 5,673
2	1	5,973
3	2	6,273
4	3	6,573
5	4	6,873
6	5+	7,173

