

Contract no. 1051

LIBRARY  
INSTITUTE OF MANAGEMENT  
JUN 25 1992

RUTGERS UNIVERSITY

**TERMS AND CONDITIONS OF EMPLOYMENT**

between

**WASHINGTON TOWNSHIP BOARD OF EDUCATION**

and

**WASHINGTON TOWNSHIP SCHOOLS SUPPORTIVE  
SERVICES PERSONNEL ASSOCIATION**

**Covering Period**

**July 1, 1991**

**to**

**June 30, 1993**

**Approved by BOE  
on February 25, 1992**

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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;



## 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 (including lead custodians)
- (f) light-housekeeping employees
- (g) warehouse person
- (h) assistant warehouse person
- (i) audio-visual coordinating technician
- (j) computer technicians
- (k) courier

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 II

### NEGOTIATION OF A SUCCESSOR AGREEMENT

A. The parties agree to enter into collective negotiations over a successor Agreement in accordance with N.J.S.A. 34:13A-1, et. seq., on or about November 1, 1992.

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 representative 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.



## **ARTICLE III**

### **GRIEVANCE PROCEDURE**

#### **A. Definitions**

1. A "grievance" is a written complaint by an employee or the Association based upon the interpretation, application or violation of board policy, the Agreement and administrative decisions affecting terms and conditions of employment.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

#### **B. Purpose**

The purpose of this procedure is to resolve differences concerning rights of parties regarding terms and conditions of employment. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

#### **C. Procedure**

1. Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered 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 Association and the Board. If such time limits are not adhered to by the Board or Administration, the aggrieved may initiate action to the next step of this procedure. If the aggrieved or the Association fails to adhere to such time limits, the grievance shall be considered withdrawn. A grievance to be considered under this procedure must be initiated by the aggrieved or the Association within twenty (20) work days of its alleged occurrence or from the time when the aggrieved or Association could reasonably have known of its occurrence. All time lines established in this Article may be extended by mutual agreement between the parties to meet extra-ordinary developments.



2. In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year and, if left unresolved until the beginning of the following school year, could result in irreparable harm to a party in interest, the time limits set forth herein shall be reduced by mutual agreement so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

### 3. Level One

An employee with a complaint may file a grievance in writing with his/her principal or immediate supervisor either directly or through the Association's designated representative. The principal or immediate supervisor will meet with the grievant and/or the Association's designated representative with the objective of resolving the matter. After hearing the complaint of the grievant, the principal or immediate supervisor will respond in writing to the individual or the Association's designated representative, the Board President, the Association President and the Superintendent or his/her designee.

### 4. Level Two

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level I, or if no decision has been rendered within ten (10) work days after the grievance was delivered to the Principal or immediate supervisor, the aggrieved may, within five (5) work days after a decision by the Principal or immediate supervisor, or fifteen (15) work days after the grievance was presented to the Principal or immediate supervisor, whichever is less, file the grievance in writing with the Superintendent or his/her designee, copy sent to the Board President, stating (a) nature of grievance, including what contract provision or policy is being grieved, (b) results of previous discussion, (c) basis of dissatisfaction with the decision, (d) remedies sought.

### 5. Level Three

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no decision has been rendered within ten (10) work days after the grievance was delivered to the Superintendent or his/her



designee, the aggrieved may, within five (5) work days after a decision by the Superintendent or his/her designee, or fifteen (15) work days after the grievance was delivered to the Superintendent or his/her designee, whichever is less, submit in writing to the Board President a request for a hearing before the Board.

At the option of the Board, such hearing shall be held before the full Board or a designated committee of the Board. Such hearing shall be held within twenty-five (25) work days of the request for a hearing. The aggrieved may submit written materials to the Board or the designated committee of the Board in support of his/her position at the time of his/her request for a hearing. Any such written materials shall be served on all parties in interest by the aggrieved person.

In the event that the hearing is held before the entire Board, the Board shall make a determination and notify the aggrieved person in writing within ten (10) work days of the conclusion of the hearing. In the event that the hearing is conducted before a committee of the Board, such committee may, at the option of the Board, render a final determination. In the event that the right of final determination is vested in the committee of the Board, it shall make such determination and notify the aggrieved person within ten (10) work days after the conclusion of the hearing. In the event that the hearing is conducted before a committee of the Board, the Board may, at its option, reserve the right of final determination in the full Board. In such event, the Committee of the Board shall make a report and recommendation to the entire Board and the entire Board shall thereafter make a final determination and notify the aggrieved person within ten (10) work days after the conclusion of the hearing.

#### **6. Level Four**

a. If the Association is not satisfied with the disposition of the grievance alleging a violation of a term or condition of employment at Level Three, the Association may within fifteen (15) work days after receiving written notification of the decision by the Board or the Board Committee, as the case may be, or forty-six (46) work days after the request for the hearing, notify the Board that the grievance is being submitted to arbitration.



b. Within ten (10) work days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall 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 or PERC by either party. The parties shall then be bound by the rules and procedures of the American Arbitration Association or PERC in the selection of an arbitrator. The arbitrator shall limit him/herself to issues submitted to him/her and shall consider nothing else. She/he can add nothing to nor subtract anything from this agreement.

c. The arbitrator so selected shall confer with the representatives of the Board and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) work days from the date of the close of the hearings or, if oral hearings have been waived, then from the date of final statements and proofs on the issues are submitted to him/her. The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is clearly violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on both parties.

d. 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. Rights of Employees to Representation**

1. Any aggrieved person may be represented at all stages of the grievance procedure by him/herself, or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views and no settlement can be reached without notifying the Association at any level of this procedure.



2. No reprisals of any kind shall be taken by the Board or by any member of the administration against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

#### **E. Miscellaneous**

1. If, in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Superintendent directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.

2. All decisions rendered at Levels One, Two, Three and Four of the grievance procedure shall be in writing setting forth the decision and the reasons therefore and shall be transmitted promptly to all parties in interest, to the Board President, President of the Association and the Superintendent or his/her designee. Decisions rendered at Level Four shall be in accordance with the procedures set forth in Section C., paragraph 6 (c) or this ARTICLE.

3. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, theretofore referred to in the ARTICLE.

## ARTICLE IV

### BOARD RIGHTS

The Board hereby retains and reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Constitution and Laws of the United States and the State of New Jersey. Nothing herein contained shall be considered to deny or restrict the Board in the exercise of its responsibilities under the Laws of the State of New Jersey. Except as otherwise specified in this Agreement, the Association recognizes that the Board has the responsibility and authority to manage and direct, on behalf of the public, all of the operations and activities of the school district to the full extent authorized by law. In exercising its powers, the Board, through its administrative staff, shall, subject to the provisions of this Agreement, exercise all of its managerial rights and authority to the extent permitted by law.

It is recognized that such rights and functions include but are not limited to:

- (1) control of the management of the district, the supervision of all operations; the methods, process and means of performing any and all work; the control of the property; the composition, assignment, direction and determination of the size of its working forces; and the right to maintain and protect all property and equipment;
- (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.



## **ARTICLE V**

### **ASSOCIATION RIGHTS AND PRIVILEGES**

A. The Association and its representatives shall be permitted, upon prior approval of the administrator in charge, 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. Such approvals shall not be unreasonably denied.

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 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.

G. The Association, effective with 1992-93 shall be allowed up to three days annually for the sole purpose of conducting Association business. However, the Superintendent shall have the right to require an explanation as to what type of Association business (i.e. negotiations, grievance investigation, grievance hearing, etc.) is to be conducted when such release time is requested.

## 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.

E. Each newly hired unit employee shall be deemed to be a probationary employee to serve an initial 90-day term. The Board shall be entitled to terminate the employment of any such probationary employee at any time within said 90-day period by giving 10-days' written notice.

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.



## ARTICLE VII

### REDUCTION IN FORCE

A. In the event that the Board shall determine not to rehire or to lay off certain unit employees because of the elimination of any of the positions covered by this Agreement, any such layoffs shall be governed by the seniority principle set forth in this Article.

B. In the event that the Board shall reduce the number of transportation worker positions, transportation workers having the least seniority in the school district as transportation workers shall be laid off first.

C. In the event that the Board shall reduce the number of maintenance worker positions, maintenance workers having the least seniority in the school district as maintenance workers shall be laid off first.

D. In the event that the Board shall reduce the number of food service worker positions, food service workers having the least seniority in the school district as food service workers shall be laid off first. Notwithstanding the foregoing, no food service helper shall be entitled to displace a head cook, assistant cook or cashier who has less seniority in the district as a food service worker and no assistant cook shall be entitled to displace a head cook who has less seniority in the district as a food service worker.

E. In the event that the Board shall reduce the number of custodian positions, custodians having the least seniority in the school district as custodians shall be laid off first. 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 light housekeeping cleaners 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 in Subparagraph B. Since that transportation worker had previously served three years in the district as a maintenance worker, he would be entitled to "bump" the least senior maintenance worker if the latter has two years of service in that position, but not if the latter has four years of service in that position.

Example #2 - A food service worker is displaced because of the operation of the seniority principle set forth in Subparagraph D. Since that food service worker had previously served three years in the district as a mathematics aide, she would be entitled to "bump" the least senior instructional aide if the latter has two years of service in that position, but not if the latter has four years of service in that position. The displaced food service worker would not be entitled to bump any other subcategory of aide.

H. 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.

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 VIII

### NON-REEMPLOYMENT

A. Any unit employee who receives notice of a determination by the Board not to reemploy him for the following school year may, within 15 calendar days after receipt of such notice, file a written request with the Board Secretary for a statement of reasons for such non-reemployment.

B. Within 10 calendar days after receipt of said written request by the Board Secretary, the Board shall furnish to said unit employee a written statement of reasons for such non-reemployment.

C. Within 10 calendar days of receipt by the unit employee of such written statement of reasons, the unit employee may file with the Board Secretary a written request for an informal appearance before the Board.

D. Upon receipt of said written request for an informal appearance, the Board shall schedule said informal appearance to take place not more than 30 calendar days from the date of receipt by the unit employee of the written statement of reasons.

E. Within 14 calendar days of said informal appearance, the Board shall notify the unit employee as to whether it has altered its determination not to reemploy him.

F. 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.

## **ARTICLE IX**

### **SALARIES**

A. 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 - 1991-92 school year  
1992-93 school year

B. 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 - 1991-92 school year  
1992-93 school year

C. 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 - 1991-92 school year  
1992-93 school year

D. The salaries for all AIDES 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 D - 1991-92 school year  
1992-93 school year

E. The salaries for all CUSTODIANS 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 E - 1991-92 school year  
1992-93 school year



F. The salaries for all LIGHT HOUSEKEEPING CLEANERS 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 F - 1991-92 school year  
1992-93 school year

G. The salaries for all warehouse 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 G - 1991-92 school year  
1992-93 school year

H. The salaries for the AV Coordinating Technician, Computer Technician, and Courier 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 H - 1991-92 school year  
1992-93 school year

I. Employees shall receive longevity payments for years in the district according to the following schedule:

15 - 19 years = Salary + 1% of their base salary  
20 - 24 years = Salary + 2% of their base salary  
25+ years = Salary + 3% of their base salary

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 may individually elect to have any whole dollar amount 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 she/he files the appropriate written request form with the Business Office.

Deduction request 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 or shall receive an additional stipend of \$1500.00 per year and serve in that position for the entire year. Employees selected for this responsibility shall be available to render service to the district on call 24 hours per day on weekends and/or holidays in a given contract year. Selection will be on the basis of seniority, rotating annually. If there is substitute coverage at any time, the substitute will be paid pro rata and the stipend to the regularly assigned employee will be reduced accordingly.

Payment, subject to satisfactory fulfillment of this responsibility, shall be made (one half) at mid-year of the contract year and (one half) at the end of the contract year.

In the event a maintenance worker resigns prior to the end of a contract year, payment shall be made at the time of the severance of his employment in the district and shall be made on a prorated monthly basis.

O. Any custodian or light housekeeping cleaner required to work a second shift shall receive a night differential of forty (.40) cents per hour for the 1991-92 school year, forty-five (.45) cents per hour for the 1992-93 school year.

P. The salary schedules annexed hereto shall be pro-rated 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 \$400.00. 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 for the ensuing school year inclusive of the scheduled salary increment. The Board shall notify the unit employee in writing within 10 days after its action withholding the salary increment together with a statement of the reasons therefor. The unit employee shall be entitled to file a grievance concerning said action at Level Three within 10 calendar days after receipt of said written notice and statement of reasons.



## **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. Overtime will be scheduled on a rotational basis, not to exceed twenty-five (25) hours on any rotation. 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 (including holidays) 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.

D. Any maintenance worker, custodian or light housekeeping cleaner 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.

## ARTICLE XI

### PAID HOLIDAYS

A. Maintenance, custodial, warehouse workers and AV Coordinating Technician, Computer Technician and Courier 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.

When school is closed for students on a Friday and the succeeding Monday, and one of the listed holidays falls on the Monday, the Administration may elect to have employees work on Monday and celebrate the holiday on Friday. At least two (2) weeks notice will be given to the employees and employees within the same building may arrange to switch with each other, with notice thereof given to the appropriate administrator.

B. Transportation workers shall be entitled to Thanksgiving Day and Christmas Day as paid holidays.

C. Aides shall be entitled to Thanksgiving Day and Christmas Day as paid holidays.



D. Food service workers shall be entitled to Thanksgiving Day and Christmas Day as paid holidays and shall also receive four additional paid days, in addition to actual work days, in accordance with existing practice.

E. Custodians and light housekeeping cleaners employed on a 10-month contract shall be entitled to all of the paid holidays set forth in Subsection A above except Independence Day; provided, however, that 10-month cleaners who elect to work during the summer months shall be entitled to Independence Day as a paid holiday where said day falls within their extended work year.

1. Veterans Day
2. Thanksgiving Day
3. Day after Thanksgiving
4. Christmas Eve (12/24)
5. Christmas Day
6. January 1st
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.

When school is closed for students on a Friday and the succeeding Monday and one of the listed holidays falls on the Monday, the administration may elect to have employees work on Monday and observe the holiday on Friday. At least two (2) weeks notice will be given to the employees and employees within the same building may arrange to switch with employees with notice given to the appropriate administration.

B. Transportation workers shall be entitled to Thanksgiving Day and Christmas Day as paid holidays.

C. Riders shall be entitled to Thanksgiving Day and Christmas Day as paid holidays.

## ARTICLE XII

### VACATIONS

A. All twelve month employees 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. Should a conflict in vacation scheduling arise, preference shall be given according to seniority. A maximum of five (5) days of unused vacation may be carried into the following contract year upon written request and the approval of the Superintendent.

In the first year of employment, employees will accrue prorated vacation time after the first two months of employment which may be taken during the following contract year.

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

#### Vacation Schedule

#### Eligibility in Following Contract Year

#### 1. First contract year (if less than full year)

Less than two months employment

0 days

Less than one year, but more than two months

1 day for  
each month  
worked  
after  
2 months



2. Consecutive contract years for which service credit was granted

One year thru six years	10 days
Seven years thru fourteen years	15 days
Fifteen years or more	20 days

Vacation days earned shall be calculated on a contract year basis and shall be prorated if an individual does not complete a full contract year. One full year of credit shall be given to twelve-month employees for each previous year of employment as a ten-month employee provided that the total length of service has been continuous.

Vacation time accrued to the date of termination of employment will be determined by years of service and prorated according to the length of time employed in the current school year and shall be taken prior to termination of service.

If an employee who has worked at least one full contract year terminates his/her service before the end of a contract year, vacation time accrued will be determined by the years of service and prorated on a full month basis to the date of termination.

Example:

15 full years of service - eligibility - 20 days  
Termination days - May 11 of 15th year - (10 months)

$5/6 \times 20 = 16$  days vacation to be taken prior to termination day.

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

## **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. Once each year, employees shall be notified of the total number of sick days they have accumulated and personal leave days they have accumulated for possible use as sick days as per ARTICLE XIV (A).

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.

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

10-15 Years of Service = 1 day for every 4 days  
16-20 Years of Service = 1 day for every 3 days  
21-24 Years of Service = 1 day for every 2 days

25 or more Years of Service = 1 day for every 1 day  
to a maximum of \$5,000.

Payment will be based on the per diem rate for the first step of the employee's category.



## **ARTICLE XIV**

### **TEMPORARY LEAVES OF ABSENCE**

#### **A. Personal Business**

Each unit employee shall be eligible for three (3) paid personal business days per year. A personal business day may only be utilized for important personal business which the employee is unable to carry out on a non-working day or during non-working hours.

With respect to the above personal days, the employee shall be required to furnish a reason in order to permit the Superintendent or his designee to render a decision on the request.

An employee shall submit an application form for a personal business day to the Superintendent or his designee for approval at least seven (7) calendar days in advance, except in the case of an emergency. The Superintendent or his designee may deny a personal business day if the date of the intended absence by the employee would unreasonably interfere with the administration of the schools.

The three (3) days specified herein for personal business days shall not be cumulative if not used in the year granted except under those conditions listed below. Personal business days may be used for illness in the year granted, provided that such employee has exhausted his annual sick leave and all accumulated sick leave. Unused personal business days 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" 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.



## **ARTICLE IV**

### **EXTENDED LEAVE OF ABSENCE**

A. Any unit employee shall notify the Superintendent of her pregnancy as soon as it is medically confirmed, and not later than five months prior to the expected birth.

B. The Board shall not remove any unit employee from her duties during pregnancy except on any one of the following basis:

#### **1. Performance**

Her job performance has substantially declined from the time immediately prior to her pregnancy.

#### **2. Physical Incapacity**

Her physical condition or capacity is such that her health would be impaired if she were to continue performing her duties, and which physical incapacity shall be deemed to exist only if:

- (a) the pregnant employee fails to produce a certification from her physician that she is medically able to continue performing her duties; or
- (b) the Board's physician and the employee's physician agree that she cannot continue performing her duties; or
- (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 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 pregnancy condition and she must thereafter return to work once the physical disability has ceased.

#### **2. Unpaid Child-Rearing Leave**

A unit employee may seek an unpaid child-rearing leave of absence by making application to the Superintendent at least 60 days prior to the requested commencement date of such leave of absence. Said application shall set forth, in writing, the commencement date of the requested leave of absence and the anticipated termination date thereof. The Board shall grant such unpaid leave of absence with the requested commencement date, which



commencement date may be any date prior to birth.

A unit employee may request to return to work from an unpaid child-rearing leave of absence within the same school year in which his/her leave began, provided that s/he shall have 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/he 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 year shall be construed as guaranteeing reemployment in the following school year. However, in the event such employee shall be re-employed 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. A unit employee who wishes a child care leave following the adoption of a pre-school age child(ren) or birth of such employee's child may apply for and shall be granted such leave without pay for the remainder of the school year in which the leave starts.

Such leave shall not extend beyond the end of the employee's contract for the school year in which leave is granted, nor shall the granting of such leave constitute a promise of reemployment for the following school year. Determination of whether the employee on such leave will be reemployed for the following year will be made on, or prior to, April 30.

E. Except as otherwise provided in this Article, no unit employee shall be barred from returning to work after the birth of her child by a 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.

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.



## **ARTICLE XVI**

### **HEALTH BENEFITS**

A. The Board will provide and pay for health care protection for individual and full family coverage pursuant to the New Jersey State Health Benefits Plan in effect September 1, 1988. Both individual and full family protection will be extended at the Board's cost.

All retirees currently under the district's New Jersey Blue Cross/Blue Shield 14/20, Blue Cross/Blue Shield Major Medical and Rider J Plans shall be notified of the requirement to convert to the New Jersey State Health Benefits Plan. The State Division of Pensions will also be notified in writing of the retirees involved in order to process the appropriate pension deductions and distribute benefit information.

B. The Board shall provide all employees with a description of health care insurance coverage and a description of the conditions of the coverage and the individual limits thereof.

C. During the 1991-92 and 1992-93 school years, the Board of Education shall provide and pay for dental and prescription and EAP programs for individual and full family coverage at the level of benefits or equivalent, as described in the Delta Dental Plan of New Jersey, Inc., Blue Cross/Blue Shield, and Gloucester County Schools Consortium contracts effective June 30, 1991, for each employee who shall be eligible for and enrolled in a prescription drug and dental plan through a company to be selected by the Association 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.

The Board's total contribution for the dental and prescription and EAP programs combined premiums shall not exceed \$1,250 per employee in the 1991-92 school year and \$1,500 in the 1992-93 school year. Any premium or cost for any such enrolled employee and/or his/her eligible dependents in excess of the Board's maximum contribution 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 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.

E. In case of an employee death, health benefits coverage for surviving family members shall continue for six (6) months at Board expense.



## **ARTICLE XVII**

### **PERSONNEL FILES**

A. An employee shall have the right, upon request and reasonable notice, to review the contents of his personnel file and to receive copies of any materials contained therein. An employee who desires to review his or her file must schedule an appointment for review with the personnel office at least 24 hours in advance. An employee may have an Association representative accompany him during such review.

B. An employee may request that any document or material contained in his personnel file which he deems obsolete to be removed. Such request shall be received by the Superintendent or his designee who shall have complete discretion in granting or denying such request.

C. No material generated by school district personnel of an evaluative or judgmental nature which is derogatory to an employee's conduct, service or character shall be placed in an employee's file unless the employee shall be given notice and an opportunity to review the material. The employee shall be entitled to submit a written response to such material for inclusion in the file.

D. The only official personnel file shall be the one held by the Superintendent of Schools. However, this shall not be interpreted to prevent administrators from maintaining their own files.

## **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 XIX**

### **INVOLUNTARY TRANSFERS AND REASSIGNMENTS**

A. A unit employee shall be given one (1) calendar week notice of an involuntary transfer or reassignment.

B. Prior to an involuntary transfer or reassignment of a unit employee, the unit employee's immediate supervisor shall meet with him and advise him of the reasons therefor. The unit employee may request a meeting with the Superintendent or his designee to discuss any involuntary transfer and shall have the right to representation at said meeting. A request for a meeting with the Superintendent shall not delay the date an involuntary transfer is to take place.

## **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 XXI

### EMPLOYEE-ADMINISTRATION LIAISON

A. On request of either the Superintendent or the Association representative, a meeting shall be held at least once every calendar quarter during the year to review and discuss current problems and practices and the administration of this Agreement.

B. Neither the Association's representative nor the Superintendent shall have the power to negotiate terms or conditions of employment or to modify the terms of this Agreement as part of such review and discussion.

## **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 work the highest number of hours of paid driving time. If a driver with higher seniority is assigned a special education run, which they have not requested, the driver shall not receive more than 30 minutes less paid driving time than they would have received in their regular order of seniority.

(2) The Transportation Supervisor, for adequate reasons of demonstrated inability to handle a particular route, may disregard the seniority principle referred to above when making assignments.

C. The Transportation Supervisor may remove a driver from his route for inadequate performance.



D. Where a permanent vacancy in a regular route assignment occurs during the school year because of the termination of an incumbent driver's employment, such a vacancy shall be posted by the Transportation Coordinator to give employees the opportunity to apply. Such vacancy will be filled at the sole discretion of the Transportation Supervisor based on seniority of those drivers who apply for the position.

E. It is recognized by the parties that when transportation routes are posted by the Transportation Supervisor prior to the commencement of the school year for selection by the drivers, the number of hours contained therein are estimates only and actual pay shall be subject to adjustment based on actual hours. In addition, the assignment of a specific transportation route does not constitute a guaranty of a minimum number of work hours for the duration of the 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 buses 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

shall be conducted by the school medical examiner at Board expense, or at the option of the driver, by the driver's own physician at the driver's expense so long as any such examination by the driver's own physician is reviewed, approved and accepted by the school medical examiner.

H. Each driver shall be responsible for the renewal and validation of his license each year at his expense.

I. The Board will make every effort to avoid any driver having a permanent schedule in excess of 40 hours per week unless all drivers are placed, as nearly as possible, on a 40-hour per week schedule.

J. All drivers who have a layover of less than one full hour between the end of one run and the beginning of the next run shall receive pay for such layover time. During such layover time, drivers shall remain on duty for the purpose of gassing, cleaning, and maintaining their buses and shall be available to perform any other driver duties which may be assigned by the Transportation Supervisor.

Any driver having a combined layover time of less than 20 minutes per day shall be entitled to extra pay at his normal hourly rate for the equivalent of the difference between 20 minutes and his actual combined layover time. Such time shall be utilized by the driver to gas, clean and maintain his bus. Notwithstanding the foregoing, in the event the Board shall assign guards or other personnel to gas buses in the evening, such extra pay shall be reduced proportionately, or eliminated in each case depending upon the extent of each driver's actual combined pay layover time.

K. The Board shall have the right to contract any and all transportation services for the purpose of economy after giving the Association sixty (60) work days notice of such intent. Such notice will contain all details, including financial aspects thereof, of the contemplated sub-contracting; and be sufficient so as to enable the Association to consider ways of compromising their position so as to perhaps save their jobs.

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 XXIII

### MAINTENANCE WORKERS ASSIGNMENTS

A. **Maintenance:** Assignments of maintenance personnel shall be made by the Manager of Custodial and Maintenance Services or his/her designee.

B. **Warehouse:** Assignment of warehouse personnel shall be made by the Purchasing Agent.

C. **Transportation:** Assignment of transportation personnel shall be made by the Manager of Transportation or his/her designee.

D. **Food Service:** Assignment of food service personnel shall be made by the Manager of Food Services.

E. **Aides:** Assignment of aides (other than transportation) shall be made by the building principal or his/her designee.

## 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:

\$11.96 - 1991-92
\$12.58 - 1992-93

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

<u>Cook</u>	<u>Asst. Cook</u>	
\$14.58	\$13.00	1991-92
\$15.39	\$13.70	1992-93

C. In the event that a food service worker is assigned the responsibilities of a manager, cook, assistant cook, or cashier, the employee shall be paid the hourly salary of the employee for which they have been assigned to substitute beginning on the first day, whenever they are requested to substitute in the above positions.



## 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
- (l) computer technician

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 circumstances in which case aides shall be notified as soon as possible.

C. The Board of Education may, at its sole discretion, provide in-service training for aides in areas of their assignment within the designated work year and work day.

In the event aides are requested to attend training sessions outside of their designated work year and work day, they shall be compensated at their regular hourly salary.

D. Employees will be given credit for time worked in the district, in any category covered by this contract, in the determination of seniority and salary guide placement.

E. Aides will not be responsible for procuring substitutes for them in the event they are absent from work. The responsibility for calling substitutes shall rest with the administration.



## **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 of 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.

#### **C. Lead Custodial Postions**

##### **Contingencies -**

1. Lead custodian must have one year experience in Washington Township.

2. In the event that a lead custodian does not perform to expectation, that person shall be returned to a regular custodial position with thirty (30) days notice.

3. A lead custodian has the option to give thirty (30) days notice that he or she will return to a regular custodian position. The administration reserves the right to place any employee at any school site.

4. Regular custodians are expected to carry-out all duties assigned to them by the lead custodiam.

5. Must have a black seal license.

## 6. Salaries

Elementary School	- + \$ .50/hour
Middle school	- + .75/hour
High School	- + 1.00/hour



## **ARTICLE XXVII**

### **LIGHT HOUSEKEEPING CLEANER ASSIGNMENTS**

A. Where any vacancy occurs in a light housekeeping cleaner position or any new light housekeeping cleaner 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 of the position has been posted. Members of this bargaining unit shall receive consideration for the positions for which they applied; however, advertised 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 light housekeeping cleaners working a particular shift, the most senior light housekeeping cleaner working in that building shall receive first consideration for his/her choice of starting times. The actual assignment of light housekeeping cleaners 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 or daily rate of pay, and except in extenuating circumstances shall be subject to 30 day prior notification. Paid holidays for transportation workers shall be in accordance with Article XI.

C. Aides and the Computer Technician shall be under a 10-month contract commencing September 1 and ending June 30. The number of actual workdays for aides will vary depending upon the categories of aid positions. Except in extenuating circumstances, aides will be notified prior to September 1 of the actual number of days they will work in a given contract year. 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.



D. Maintenance workers and the Courier 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.

E. 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.

F. 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.

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 XXIX

### WORK DAY

A. Full-time custodians and cleaners shall normally work an eight-hour day, five days per week.

B. Full-time custodians and cleaners shall be entitled to two fifteen minute breaks during paid working hours on or about the second and sixth hours of work.

C. Full-time custodians and cleaners shall be entitled to a duty-free thirty minute lunch outside paid working hours on or about the fourth hour of work. Said lunch period shall be uninterrupted except for emergencies, in which case, the employee shall be granted compensatory time off.



## 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 XXXI

### DEDUCTION FROM SALARY

A. The Association shall indemnify, defend and save harmless the Board of Education 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 or cancellations and/or changes in salary deduction authorization cards submitted by individual members or for individual members by the Association to the Board of Education.

Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 N.J.S.A. 52:14-15 a-e, and under rules established by the State Department of Education.



## 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 Association will notify the Board within 30 days if any new employee does not become a member of the Association.

Procedures for the transmission of representation fees to the Association will, as nearly as possible, be the same as those used for the transmission of regular membership dues to the Association.

The Association shall indemnify, defend and save harmless the Board of Education against any and all claims, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of, suits challenging the legality of this provision.

## **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  
206 East Holly Avenue  
Sewell, New Jersey 08080-9931

**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.



**ARTICLE XXXIV**

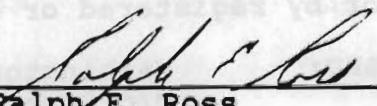
**DURATION OF AGREEMENT**

These Terms and Conditions shall be effective, retroactive to July 1, 1991, as of the date of execution thereof and shall continue in effect until June 30, 1993.

IN WITNESS WHEREOF, the parties hereto have caused these Terms and Conditions to be signed by their proper officers and their corporate seals to be affixed hereto this 25th day of February, 1992.

**WASHINGTON TOWNSHIP BOARD OF EDUCATION**

By:

  
Ralph E. Ross

**ATTEST:**

  
Robert W. Kern, Secretary, Bd. of Ed.

**SCHEDULE A**

**TRANSPORTATION WORKERS SALARIES  
WTSSSPA**

**1991 - 1992**

<u>Step</u>	<u>Prior Years of Service Completed</u>	<u>Hourly Rate</u>
1	0	\$12.98
2	1 and Over	\$14.14

**1992 - 1993**

<u>Step</u>	<u>Prior Years of Service Completed</u>	<u>Hourly Rate</u>
1	0	\$13.63
2	1 and Over	\$14.85



2/10/92

**SCHEDULE B**

**MAINTENANCE WORKERS SALARIES  
WTSSSPA**

1991 - 1992

<u>Step</u>	<u>Prior Years of Service Completed</u>	<u>Annual Salary</u>
1	0 - 3	\$24,590
2	4 - 7	25,590
3	8 - 11	26,590
4	12 or more	27,590

1992 - 1993

<u>Step</u>	<u>Prior Years of Service Completed</u>	<u>Annual Salary</u>
1	0 - 3	\$26,280
2	4 - 7	27,280
3	8 - 11	28,280
4	12 or more	29,280

# **SCHEDULE C**

## **FOOD SERVICE WORKERS SALARIES WTSSSPA**

### **HOURLY RATE**

	<b><u>1991-92</u></b>	<b><u>1992-93</u></b>
Cook	\$11.58	\$12.39
Assistant Cook	10.00	10.70
Food Service Cashier	9.24	9.89
Food Service Worker		
Step 1	7.13	7.63
Step 2	8.00	8.56
Step 3	8.96	9.58

### **PRIOR YEARS OF SERVICE COMPLETED**

	<b><u>1991-92</u></b>	<b><u>1992-93</u></b>
Step 1	Less than 1	Less than 1
Step 2	1-10	1-10
Step 3	11+	11+

# **SCHEDULE D**

## **AIDES SALARIES**

**1991- 1992**

<u>Step</u>	<u>Prior Years of Service Completed</u>	<u>Hourly Rate</u>
1	0	\$6.81
2	1 - 2	7.14
3	3 - 4	7.63
4	5+	8.83

**1992 - 1993**

<u>Step</u>	<u>Prior Years of Service Completed</u>	<u>Hourly Rate</u>
1	0	\$7.43
2	1 - 2	7.78
3	3 - 4	8.32
4	5+	9.62



## COMPUTER TECHNICIANS SALARIES

<u>YEAR</u>	<u>HOURLY RATE</u>
1991-92	\$10.18
1992-93	10.89

**SCHEDULE B****CUSTODIANS SALARIES  
WTSSSPA**

<u>Step</u>	<u>Prior Years of Service Completed</u>	<u>1991-92</u>	<u>1992-93</u>
1	Less than 1	\$20,914	\$22,282
2	1 - 3	21,914	23,282
3	4 - 7	22,914	24,282
4	8 - 11	23,914	25,282
5	12+	24,914	26,282

**NOTE:** Norman Vedro and William Hamm will receive their salary as of May 16, 1991, plus the regular percent raise as calculated for the custodial staff each year thereafter, in accordance with the agreement dated May 16, 1991.

2/10/92

**SCHEDULE F**

**LIGHT HOUSEKEEPING CLEANERS SALARIES  
WTSSSPA**

<b>Step</b>	<b>1991-92</b>	<b>1992-93</b>
1	\$ 6,393	\$ 6,832
2	6,606	7,045
3	6,817	7,256
4	7,217	7,656
5	7,734	8,173



**SCHEDULE G**

**WAREHOUSE WORKERS SALARIES**

**WASHINGTON TOWNSHIP SCHOOLS SUPPORTIVE SERVICES PERSONNEL  
ASSOCIATION**

1991-92

HEAD WAREHOUSE PERSON  
ANNUAL SALARY  
\$24,941

ASSISTANT WAREHOUSE PERSON  
\$22,673

\*\*\*\*\*

1992 - 1993

HEAD WAREHOUSE PERSON  
ANNUAL SALARY  
\$26,686

ASSISTANT WAREHOUSE PERSON  
\$24,260

\*\*\*\*\*

## **SCHEDULE H**

### **WASHINGTON TOWNSHIP SCHOOLS SUPPORTIVE SERVICES PERSONNEL ASSOCIATION**

#### **A. V. COORDINATING TECHNICIAN**

**1991 - 1992  
ANNUAL SALARY**

**\$29,762**

**1992 - 1993  
ANNUAL SALARY**

**\$31,845**

#### **COURIER**

**1991 - 1992  
ANNUAL SALARY**

**\$18,030**

**1992 - 1993  
ANNUAL SALARY**

**\$19,292**

## **SCHEDULE I**

### **EXTRA DRIVING WORK AND TRIPS**

1. Trips will operate on a rotation system based on seniority not to exceed 25 hours. An employee will be eligible for rotation based on seniority to the maximum of 25 hours. They are then removed from consideration until all other employees have been given the opportunity to reach 25 hours.
2. At the beginning of each school year, the Transportation Coordinator will give all drivers a form to complete, similar to the example attached, indicating their acceptance or rejection of all extra work available during that school year.
3. A routine trip notice will be placed in the bus driver's mail box. Bus drivers are required to pick up their mail daily, 15 minutes prior to their scheduled route time. The 24 hour notice starts 15 minutes before the first scheduled run and ends at the same time the following day.
4. Drivers must reply, indicating acceptance or rejection of the trip. This reply must be returned to the Transportation Coordinator as per conditions stated in paragraphs 5 and 6 below. Failure to reply will result in the trip being charged against the driver and a reassignment of the trip to another driver will be made. Rejection of the trip will also be charged against the driver and a reassignment made.
5. For those trips which are not routinely scheduled (as #3 above) the 24 hour notification begins, 24 hours from the time a driver must report in order to be at the appointed place at trip time.  
For example, for a trip scheduled to begin at 5:30 p.m. on the 27th of July, the driver would have to be notified prior to 5:00 p.m. on the 26th of July in order to pick up bus and arrive at designated school on time.



6. Reporting time for field trips is 30 minutes prior to departure time. Twenty-four hours' notice is based upon reporting time.

Example: Departing time is 5:30 p.m., report by 5:00 p.m., and 24 hours notice is established at 5:00 p.m. on the preceding day. Ending time is when the bus is returned to the bus yard.

7. If a trip conflicts with a driver's run, it will not be charged to the driver. The trip will be reassigned to the next available driver.
8. If a driver is sick on the day of a scheduled trip, he will not be charged. The trip will be reassigned to the next available driver.
9. If a trip is cancelled, through no fault of the driver, he will not be charged.
10. If a driver turns down five (5) trips, he will automatically be removed from the trip list for the remainder of the school year.
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	<u>25 hours</u>
Other drivers	<u>20 hours</u>
New driver placed on rotation list at this point	-----

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

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 SCHOOLS TRANSPORTATION DEPARTMENT  
TRIPS/EXTRA WORK REQUEST FORM

Driver's Name \_\_\_\_\_ Date Employed \_\_\_\_\_

I am interested in trips/extra work in the areas checked  
below for the \_\_\_\_\_ school year.

YES NO

\_\_\_\_\_  
\_\_\_\_\_  
Field Trips/Athletic Trips

\_\_\_\_\_  
\_\_\_\_\_  
Bus Inspection (other than your own)

\_\_\_\_\_  
\_\_\_\_\_  
Parochial School (other than your own)

\_\_\_\_\_  
\_\_\_\_\_  
Taking Buses for Repairs or Replacement  
to Dealer (example: Wolfington Body,  
Cherry Hill Dodge)

\_\_\_\_\_  
\_\_\_\_\_  
Bus Repairs (example: International, T & W  
Stratton, Tires, etc.)



WASHINGTON TOWNSHIP SCHOOLS TRANSPORTATION DEPARTMENT  
TRIPS/EXTRA WORK REQUEST FORM

Driver's Name \_\_\_\_\_ Date Employed \_\_\_\_\_

I am interested in transportation work in the areas checked below for the \_\_\_\_\_ school year.

	YES	NO
Field Trips/Athletic Trips	___	___
Bus Inspection (other than your own)	___	___
Parochial School (other than your own)	___	___
Taking Buses for Repairs or Replacement at Dealer (example: Wellington Body, Cherry Hill Dodge)	___	___
Bus Repairs (example: International, T & W Station, Tires, etc.)	___	___