

**CONTRACT BETWEEN THE
WOOD-RIDGE ASSOCIATION OF CUSTODIAL
AND MAINTENANCE SERVICE WORKERS
AND THE
WOOD-RIDGE BOARD OF EDUCATION
JULY 1, 1993 - JUNE 30, 1995**

CUSTODIAL AND MAINTENANCE CONTRACT

1993-1995

ARTICLE I - RECOGNITION

The Board recognizes the Wood-Ridge Association of Custodial and Maintenance Service Workers (hereafter, the Association) as the exclusive and sole representative for collective negotiations concerning the terms and conditions of employment for custodians, maintenance workers, utility persons, bus drivers, security workers and groundskeepers, whether under contract or on leave of absence, employed by the Board, but excluding supervisor of buildings and grounds, per diem and temporary hourly employees.

Unless otherwise indicated, the term "employee", when used hereinafter in the Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees include female employees.

1. There shall exist a seniority list of two (2) categories, namely custodians and Maintenance. Included in the Custodian list shall be those employees employed as utility men.
2. The Board of Education shall provide at its own cost and expense training for custodians to acquire a school bus driver's license. Custodians shall volunteer for such training. Such training shall consist of up to six (6) hours behind-the-wheel instruction by a Wood-Ridge staff member who holds a school bus driver's license.
3. In the event of a reduction in force (RIF) in the Custodian Seniority List, the custodian with the least seniority and without a school bus driver's license shall be RIFed first unless another custodian who is not currently driving for the district has a license to drive a school bus. In such event said person holding such a license shall be assigned to the position and shall accept the position.

ARTICLE II - NEGOTIATION OF SUCCESSOR AGREEMENT

- A. Negotiations shall commence no later than December 1st of final year of contract in force.
- B. Modification - This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

C. Except as this Agreement shall otherwise provide all terms and conditions of employment established by Board policy that are in force on the date of this Agreement becomes effective, shall continue to be applicable.

D. When an agreement is reached on salaries and other terms and conditions of employment, it shall be embodied in writing and be adopted by the Board and the Association.

ARTICLE III - GRIEVANCE PROCEDURE

Definition - The term "grievance" is a complaint by an employee or the Association, that as to him/her there has been an inequitable, improper, or unjust application, interpretation, or violation of a policy, agreement, or administrative decision.

The term "grievance" and the procedure relative thereto shall not be deemed applicable in the case of the failure or refusal of the Board to renew the contract of a non-tenured employee. Neither shall the grievance procedure be invoked for any matter for which a method of review is provided by law or regulation of the State Board of Education or any matter which according to law is either beyond the scope of Board authority or limited to action of the Board alone. An aggrieved person is expected to continue to follow all rules and regulations while his grievance is pending.

Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level is considered as maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

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 so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

A grievance to be considered under this procedure must be initiated by the employee within thirty (30) days of its occurrence. Failure to act within the thirty (30) day period shall be deemed to constitute an abandonment of the grievance. An employee shall have the right to have an Association representative present at any level of following:

I. Any employee having a grievance shall discuss the matter first informally with the Supervisor of Buildings and Grounds.

2. Level One - An employee shall present his/her grievance in writing to the Supervisor of Buildings and Grounds. A decision shall be rendered within ten (10) working days of a hearing.

3. Level Two - If the grievance is not resolved to the employee's satisfaction within five (5) working days, or if no decision is forthcoming in five (5) working days, within five (5) working days from the determination referred to in Paragraph 2 above, the employee shall submit his grievance to the School Business Administrator and Superintendent of Schools in writing, specifying:

- A. Nature of grievance
- B. Results of the previous discussion
- C. The basis of his dissatisfaction with the determination
- D. The remedy being sought

The Superintendent shall render a decision in writing within ten (10) working days and communicate his decision to the employee, the employee's representative, if any, and to the immediate supervisor. This time may be extended by mutual consent.

4. Level Three - If the grievance is not resolved to the employee's satisfaction within ten (10) working days, or if no decision is forthcoming in ten (10) working days, the employee may appeal to the Board of Education unless a different period is mutually agreed upon. The request shall be submitted in writing through the Superintendent who shall attach all related papers and forward the request to the Board. The Board, or a committee thereof, shall review the grievance and hold a hearing with the employee. A decision in writing shall be rendered within thirty (30) working days of receipt of the grievance by the Board.

5. In the event the employee is dissatisfied with the determination of the Board, the employee shall have the right to request binding arbitration as per the following procedure:

- a. A joint request shall be made to the American Arbitration Association to submit a roster of persons qualified to function as arbitrators in the dispute in question.
- b. If the parties are unable to select a mutually satisfactory arbitrator from the submitted roster, within ten (10) days of receipt of said roster, the American Arbitrators Association shall be requested by either party to designate an arbitrator.

6. The authority of the arbitrator shall be subject to the following:
 - a. He shall have no authority to modify, add to, subtract from, or in any way whatsoever alter the terms and provisions of this Agreement.
 - b. He shall be bound by the decisions of the Commissioner of Education of the State of New Jersey, the decisions of the State Board of Education, the decisions of the Courts of New Jersey, and all New Jersey Statutes.

7. A request for arbitration shall be made no later than twenty (20) working days following the determination of the Board. Failure to file within said time period shall constitute a bar to such arbitration unless the aggrieved employee and the Board shall mutually agree upon a longer period of time within which to assert such a demand.

8. In the event of arbitration, the costs of the arbitrator's services shall be shared by the Board and the employee, or if represented by the Association, by the Board and the Association, each of the parties shall bear its own costs.

9. All meetings and hearings under this procedure shall be conducted after regular working hours and shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives.

ARTICLE IV - EMPLOYEE RIGHTS

A. Pursuant to Chapter 123, Public Laws 1974, the Board hereby agrees that every employee of the Board shall have the right freely to organize, join and support the Association and its affiliates for the purpose of engaging in collective negotiations. The Board agrees that it shall not directly or indirectly discourage or deprive or coerce any employee in the enjoyment of any rights conferred by Chapter 123, Public Laws 1974 or other laws of New Jersey or the Constitutions of New Jersey and the United States; that it shall not discriminate against any employee with respect to hours, wages, or any terms or conditions of employment.

B. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he/she may have under New Jersey school laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

C. Whenever any employee is required to appear before the Superintendent, the Business Administrator, the Supervisor of Buildings and Grounds, or their designees, Board or any committee, member, representative

agent thereof concerning any matter which could adversely affect the continuation of employment or the salary or any increments pertaining thereto, he/she shall be entitled to have a representative of the Association present to advise him/her and represent him/her during such meeting or interview.

D. No employee shall be prevented from wearing pins or other identification of membership in the Association or its affiliates.

E. No employee shall be disciplined, reprimanded, reduced in rank or deprived of any professional advantage without just cause.

ARTICLE V - ASSOCIATION RIGHTS AND PRIVILEGES

A. The Board agrees to furnish to the Association, in response to its reasonable requests, all public information.

B. The Association shall have the right to use school buildings at reasonable hours for meetings with the approval of the building Principal. The Principal of the building in question shall receive requests in advance for the use of meeting facilities. Aforesaid approval shall not be unreasonably withheld.

C. The Association shall have the right to use school facilities and equipment, including typewriters, mimeographing 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 and supplies incident to such use, and for any repairs necessitated as a result thereof. Under no circumstances will facilities be used as to interfere with the educational program.

D. One work location per building shall be reserved in a place to be designated by the Principal at such work location, readily accessible to all members of the bargaining unit, for the posting of Association notices and other material dealing with proper and legitimate Association business. All such notices and material shall bear the signature of a responsible Association official or clearly indicate that its issuer or publisher is the Association. The bulletin board space shall be identified with the name of the Association. The authorized representative of the Association shall be the sole person empowered to post these materials on that board. Such postings shall not be in view of students.

E. The Association shall have the right to use the interschool mail facilities and school mail boxes.

F. The rights and privileges of the Association and its representatives as set forth in this Agreement shall be granted only to the Association as the exclusive representative of the employees, and to no other associations.

G. The Association is permitted to hold quarterly meetings, ratification meetings and, up to two (2) special meetings yearly on school premises, beginning at 3:30 p.m. and no loss of pay shall be suffered by those employees unless such meeting(s) last longer than one hour. The Association is permitted to hold as many meetings as it wishes, on school premises, on its member's own time. The location of all Association meetings held on school premises shall be determined by the Superintendent of Schools and/or the Business Administrator, such location shall be convenient to the Association's members and may be changed by mutual agreement, from time to time.

ARTICLE VI - SALARIES, HOURS OF WORK, AND OVERTIME

A. The salaries of all employees covered by this Agreement are set forth in Schedule "A".

B. Annual increments may be withheld upon the recommendation of the Superintendent of Schools and the approval of the Board.

C. The regular work week for employees shall be five (5) days per week, eight (8) hours per day. All hours over eight (8) hours in one day shall be paid at the following rate:

1. 1 1/2 x employees hourly rate
2. Sundays - 1 1/2 x employees hourly rate
3. Holidays - 1 1/2 x employees hourly rate

D. The Board shall establish an overtime list to be used if volunteers are not available to work Saturday/Sunday. Should a volunteer not be available for a given Saturday/Sunday, an employee on the posted list shall be required to work.

E. Any employee, except the one assigned to security duty on the day in question, called to return to work outside of his/her regularly scheduled shift shall be paid a minimum of two (2) hours overtime. In return, such employee shall spend two (2) hours, from the time he/she leaves home until the time he/she returns home in route and/or working for the Board.

Only the Business Administrator, Superintendent of Schools, or Supervisor of Buildings and Grounds shall be responsible for directing employees to return to work for the purpose of this article and, the Business Administrator, Superintendent of Schools, or Supervisor of Buildings and Grounds shall, at the time of such direction, instruct that employee as to what duties that employee shall perform during those two (2) hours.

Such employee shall file a written report with the Supervisor of Buildings and Grounds (with a copy to the Business Administrator) outlining the work he/she performed during those two (2) hours. Such report shall be filed before that employee is eligible to be paid for that overtime.

F. Newly appointed custodians shall serve up to ninety (90) working days probationary period. Upon successful completion of the probationary period, the employee shall, for the purpose of seniority-based benefits, be deemed to have been employed as of day one of the probationary period.

VII - LEAVES

A. Types of Leaves:

1. Personal - Two (2) personal days leave of absence with reason and not more than one day a week for personal, legal, business, household, or family matters which require absence during school hours. Application to the Supervisor of Buildings and Grounds (with a copy to the Business Administrator) for personal leave shall be made at least three (3) days before taking such leave, except in case of emergencies.

2. Absences from school by reasons of a subpoena, or legal process issued by any court shall be allowed, with pay, provided that the employee has no financial interest directly or indirectly in the matter and/or is not a party in the particular matter in which the subpoena is issued. Requests for such leave should be forwarded to the Supervisor of Buildings and Grounds (with a copy to the Business Administrator) together with a copy of the subpoena. Any required court appearance whereby the employee is a party to the action or has a financial interest direct or indirect in the outcome of the court proceedings may be taken and charged against personal leave.

3. Employees shall be granted up to seven (7) consecutive calendar days at the time of the death of the employee's

- a. spouse
- b. child
- c. grandchild
- d. parent
- e. parent of spouse
- f. sibling
- g. sibling of spouse

and up to three (3) working days for:

- a. spouse of child
- b. grandparent
- c. relative residing in the immediate household

4. Time necessary for persons called into temporary active duty of any unit of the U.S. Reserves or the State National Guard shall be granted, provided such obligations cannot be fulfilled on days when school is not in session. An employee shall be paid his regular pay for a period of not more than two (2) weeks in addition to any pay which he receives from the state or federal government.

B. Extended Leave:

1. An employee who anticipates a disabling condition which will result in extended absence, which may include but is not limited to pregnancy, shall notify the Superintendent of his/her need for a disability leave sixty (60) calendar days in advance of said leave. Within thirty (30) calendar days thereafter, the Superintendent shall notify the employee of the acceptance by the Board of the dates for said leave.

Should medical evidence indicate an unusual disability, the employee shall present a doctor's certificate attesting to his/her condition as soon as it is medically confirmed. Based upon the doctor's information, the employee's disability leave shall commence when necessary and he/she shall be allowed usage of his/her sick days.

Employees may utilize all or part of their accumulated sick leave for the period of disability before or after birth in accordance with law. The employee may make arrangements with the Board to continue her coverage provided this is permitted by the insurance carrier.

Any pregnant employee may request a leave for the balance of the school year or a shorter period of time.

An employee shall be eligible for a child-rearing leave for the school year following provided her request is made by the previous June 1.

The Board shall notify any returning employee of her rights under the State pension system. Any pregnant employee shall be eligible for advancement on the salary guide if she works ninety (90) days in the school year in which she began her leave.

All other rights shall accrue to any employee taking a leave under the provisions of the above policy and none shall be deemed as detracting from any benefit currently in existence.

A leave of absence for a portion of a school year or a whole school year, to assume care for a member of an employee's family who is sick, shall be granted provided satisfactory evidence of illness is presented.

Said request shall be presented to the Superintendent sixty (60) days in advance or, in cases of emergency, as soon as possible. The leave shall begin on the date requested if sixty (60) days' notice is given. If sixty (60) days' notice is not possible, the leave shall commence at the Superintendent's discretion, but no later than sixty (60) days from the time of the employee's request.

A male requesting paternity leave shall be bound by the sections of this policy.

Insurance shall be maintained for ninety (90) days after commencing of the leave. Thereafter, the employee may make arrangements with the Board to continue coverage provided this is permitted by the insurance carrier.

All benefits to which an employee was entitled at the time his/her leave commenced shall be restored upon his/her return, and he/she shall be assigned the same position he/she held immediately prior to the commencement of said leave. Should, however, the assigned position be unavailable, the employee will be assigned to a substantially equivalent position.

All extension and/or renewals of leaves shall be applied for in writing and, if granted, shall be granted in writing. Such applications shall be filed no later than June 1.

All employees who are on any type of an extended leave of absence must give at least thirty (30) days' notice to the Superintendent of their intention to return to employment. Failure to so notify the Superintendent of his/her intention to return to active employment shall constitute resignation effective with the end of the scheduled leave. Written notification will be sent to the employee sixty (60) days prior to the leave's expiration.

ARTICLE VIII - SICK LEAVE

A. All employees shall be entitled to twelve (12) sick leave days each school year as of the first official day of said year. Unused sick leave shall be accumulated from year to year with no maximum limit.

Employees who contract to work after July 1st shall be entitled to one (1) sick leave day for each remaining month in the school year, such days to be accumulated in the same manner as stated previously.

B. Any 12 month employee who is absent in excess of the allowable sick leave days shall have a deduction at the rate of 1/260 of his/her annual salary for each day's absence. For a 10 month employee, the rate shall be 1/200.

C. Upon retirement, employees shall be compensated for their accumulated sick leave in the following manner:

1. An employee having completed six - fourteen (6-14) years of service in the district shall receive \$12.00 (twelve dollars) for each accumulated sick day.

2. An employee having completed fifteen (15) years of service in the district shall receive \$17.00 (seventeen dollars) for each accumulated sick day.

3. An employee having completed twenty (20) years of service in the district shall receive \$20.00 (twenty dollars) for each accumulated sick day.

D. When quarantine is not because of personal illness, the employee shall be allowed full pay, providing a certificate from the health officer of the community or from the school physician is presented and filed with the Superintendent.

E. An employee who is absent as a result of personal injury caused by an accident or contagious disease arising out of, and in the course of his/her employment, shall be paid for up to one (1) year without having such absences charged to his/her annual sick leave; such pay shall be reduced by the amount of any Worker's Compensation award for temporary disability.

ARTICLE IX - VACATIONS

A. Each employee shall be entitled to vacation with pay at the annual rate of pay such employees are receiving at the time such vacation is actually taken. Employees shall be eligible for vacations on the following basis:

1. First year personnel - one (1) working day for each full month of service up to a maximum of ten (10) working days.
2. One (1) to five (5) years employed - ten (10) working days.
3. Six (6) to twelve (12) years employed - fifteen (15) working days.
4. Thirteen (13) to twenty (20) years employed - twenty (20) working days.
5. Twenty-one (21) to twenty-five (25) years employed - add one (1) day per year beginning the twenty-first year to a maximum of twenty-five (25) working days.

Further, employees are not permitted to take a personal day prior to or after a vacation period without a reason and approval of the Supervisor of Buildings and Grounds. A doctor's note is required if sick days are taken prior to or after a scheduled vacation period. Employees will not be allowed to leave earlier on the day preceding a vacation period.

B. Beginning with the Summer of 1989, custodian and maintenance staff members will be permitted to choose their vacations according to the following plan:

1. Choice will be made in order of most seniority to least seniority.
2. Scheduled work force shall consist of a minimum of 8 custodial and one maintenance worker during year except during periods of 7/15 -8/16 (or nearest Monday and Friday dates) of any year when staff will consist of minimum of 6 custodial/utility workers and one maintenance worker.
3. Vacation time may be taken during the school year pursuant to the following requirements. Only one (1) custodian or maintenance worker will be permitted to be on vacation at any time during the school year.

ARTICLE X - HOLIDAYS

A. Each year a list of legal holidays will be established and approved by the Board of Education up to a maximum of thirteen (13) holidays each calendar year. Holidays to include New Year's Day, Good Friday, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Friday after Thanksgiving, and Christmas. The balance of five (5) days to be determined by the Board of Education.

The President and Vice President will receive an extra day each for participation at the NJEA convention upon proof of attendance by each officer. Such calendar will be set in concert with the school calendar for each school/contract year.

B. If any of the name holidays fall on a non-working day, the employee shall receive a substitute day off.

C. If a holiday falls during an employee's vacation period, the employee shall receive a substitute day off.

ARTICLE XI - VACANCIES AND NEW POSITIONS

A. Notice of all vacancies in Custodial positions shall be posted in each school by the Board Secretary within five (5) days of:

1. Official Board action vacating a position or creating a new position within the school system.

B. The notice shall be posted for five (5) work days and employees interested therein must submit a written application to the designated person on the notice within the aforementioned five (5) work day posting period to be considered for the vacancy. The notice shall state the name of the job and a short description of the same, and shall be given to the Association President.

C. All such applicants shall be considered and will be given a reply to their application, and when appropriate, an interview within a reasonable period of time.

ARTICLE XII - SENIORITY AND JOB SECURITY

A. School District seniority is defined as service by appointed employees in the School District in the collective bargaining unit covered by this Agreement. An appointed employee shall lose all accumulated School District seniority only if he/she:

1. resigns or is discharged for cause, regardless of whether he/she is subsequently rehired by the School District.

B. In the event of a reduction in force, including reductions caused by the discontinuance of a facility or its relocation, the employees shall be laid off in the inverse order of seniority consistent with Title 18A:17-4. There shall exist a seniority list of two (2) categories, namely Custodians and Maintenance. Included in the Custodian list shall be those employees employed as utility workers.

C. Notice of recall to work shall be addressed to the employee's last address appearing on the records of the School District, by certified mail, return receipt requested. Within seven (7) days from receipt of such notice of recall, the employee shall notify the office of Supervisor of Buildings and Grounds, in writing, whether or not he/she desires to return to work involved in the recall. If he/she fails to reply, or if he/she indicates that he/she does not desire to return to such work, he/she shall forfeit all of his/her seniority and all rights to recall.

If he/she indicates that he/she desires to return to the work involved in the recall notice, then he/she shall report for such work within seven (7) days from the date he/she receives the recall notice, or within such period of time as is set forth in a written extension of time signed by the business administrator or his/her designee. In the event he/she shall fail to so report to work, he/she shall forfeit all of his/her seniority and all rights to recall.

D. Seniority shall not be accumulated during the period of layoff. Upon recall, the appointed employee shall have his/her accumulated seniority to the date of layoff.

ARTICLE XIV - DEDUCTIONS FROM SALARY

A. The Board agrees to deduct from the salaries of its employees, dues for the Association of Building Services Personnel, the Bergen County Association, the New Jersey Education Association, or the National Education Association, or any one or any combination of such Associations as said employee individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310, Public Laws of 1967 (NJEA 52:14-15) and under rules established by the State Department of Education. Remittance shall be made directly to NJEA upon receipt of their billing.

B. Each of the associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any association which shall change the rate of its membership dues shall give the Board written notice prior to the effective date of such change.

C. Representative Fee

1. Purpose of Fee

If an employee does not become a member of the Association during any membership year (i.e., from September 1 - to the following August 31) which is covered in whole or in part by this Agreement, said employee will

be required to pay a representation fee to the Association for that membership year to offset the costs of services rendered by the Association as majority representative.

2. Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board, in writing, the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. The representation fee to be paid by non-members will be equal to the maximum allowed by law.

3. Deduction and Transmission of Fee:

The Board agrees to deduct from the salary of any employee who is not a member of the Association for the current membership year the amount of the representation fee set forth in Section B above and promptly will transmit the amount so deducted to the Association.

The Board agrees to deduct the representation fee in equal installments as nearly as possible, from the paychecks paid to each employee covered by this agreement, during the remainder of the membership year in question. The deductions will begin thirty (30) days after the employee begins his/her employment in a bargaining unit position.

4. Mechanics:

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

5. The Association must establish a demand and return system through which non-members can challenge the amount of representation fee.

6. It is the responsibility of the Association to make non-members aware of their legal rights of appeal and of the procedures of such an appeal.

7. Indemnification and Save Harmless Provision Liability:

The Association agrees to indemnify and hold the Board harmless against any liability which may arise by reason of any action taken by the Board in complying with the provisions of this Article, provided that:

- a. the Board gives the Association timely notice, in writing, of any claim, demand, suit, or other form of liability in regard to which it will seek to implement this paragraph, and
- b. if the Association so requests, in writing, the Board will surrender to it full responsibility for the defense of such claim, demand, suit, or other form of liability, and will cooperate fully with the Association in gathering evidence, securing witnesses, and in all other aspects of said defense.

8. Exception:

It is expressly understood that above paragraphs under "Liability" will not apply to any claims, demands, suits, or other forms of liability, which may arise as a result of any inadvertant errors by the business office or the Board's execution of the obligations imposed upon it by this Article.

ARTICLE XV - BLACK SEAL LICENSE

All custodians, groundskeepers, maintenance personnel, utility persons, and security personnel are rquired to obtain a New Jersey Black Seal Fireman's License. The Board shall absorb the entire cost of such course, books, and application fees that are required, provided the employee passes the test. Said license shall be obtained within two (2) years of initial employment for all new employees, beginning July 1, 1991 or otherwise will be removed from their position.

ARTICLE XVI - INSURANCE PROTECTION

The Board shall provide the health-care insurance protection as provided in the State Health Benefit Plan designated below:

Blue Cross, Blue Shield
Rider J, Major Medical

The Board shall pay full premium for insurance coverage.

For each employee who remains in the employ of the Board for the full school year, the Board shall make payment of insurance premium to provide insurance

coverage for the full twelve (12) month period. Termination of employment terminates the Board's responsibility for payment of insurance premiums.

Employees employed after the September deadline shall be enrolled in the plan at the first available date.

The Board will pay full premium for employee and family dental insurance coverage with the same benefits as previously existing and with the addition of coverage for orthodontia at a fifty percent (50%) co-insurance rate with a maximum of eight hundred (\$800.00) dollars per case.

The district shall provide a prescription plan to be chosen jointly by the Board and the Association. For the duration of this Agreement, the plan will be \$5/\$10 co-pay, with the employee paying five (\$5.00) dollars for each generic prescription and ten (\$10.00) dollars for each name-brand prescription. The amount of money representing the Board's obligation to provide a prescription plan beyond the end of this Agreement shall be limited to the cost of the plan in the last year of this Agreement.

ARTICLE XVII - CLOTHING ALLOWANCE

The Board will provide each employee with three (3) sets of uniforms per school year. Each employee will be provided with a minimum of five (5) short sleeve T-shirts which must be worn during summer months (June-August). Additionally, \$50/year will be reimbursed to employee for an approved pair of workshoes upon presentation of a store receipt. The Supervisor of Buildings and Grounds must be consulted prior to purchase for his approval.

ARTICLE XVIII - PROFESSIONAL DEVELOPMENT

Employees may be required to attend department meetings, workshops, special courses, or seminars. Such requirement shall be at the direction of the Supervisor of Buildings and Grounds only; and notification of such requirement shall be given employees involved as far in advance as is practical. Workshops will not exceed twenty (20) hours per year and will be held during employee's normal scheduled hours.

ARTICLE XIX - MISCELLANEOUS

A. The Board and the Association agree that there shall be no discrimination and that all practices, procedures, and policies of the school system shall clearly exemplify that there is no discrimination in the hiring, training, assignment, promotion, transfer, or discipline of employees, or in the application or administration of this Agreement on the basis of race, creed, color, religion, national origin, sex, domicile, or marital status.

B. Except as this Agreement shall otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. (Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any employee benefit existing prior to its effective date.)

C. 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 or applications shall continue in full force and effect.

D. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If any individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

E. Copies of this Agreement shall be printed at the expense of the Board after agreement with the Association on format within (90) days after the Agreement is signed. The Agreement shall be presented to all employees now employed, or hereafter employed.

F. Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by registered or certified letter at the following addresses:

1. If by Association, to the:

Board of Education
89 Hackensack Street
Wood-Ridge, NJ 07075

2. If by the Board, to the:

Wood-Ridge Association of Custodial/Maintenance Services
258 Hackensack Street
Wood-Ridge, NJ 07075

G. The Board has the right not to pay an employee for a regularly scheduled holiday if said employee does not work a full day on the last scheduled working day prior to that holiday, or if said employee does not work a full day on the first working day following that holiday, but only if that

employee has used up all of his/her accrued sick days and his/her absence is charged as a sick day.

H. Employees shall receive coverage in the State Health Benefits Plan, dental coverage and a \$5.00/\$10.00 co-pay for drug prescription plan.

I. Each building shall have a sufficient supply of foul weather gear for its employees, should the need arise. The foul weather gear shall include, but not be limited to, over shoes and weather-proof outer wear.

ARTICLE XX - SALARIES AND DURATION

A. There will be three job titles that will appear on the salary guide for (1) custodian; (2) utility person and (3) maintenance worker. The stipend of \$500.00 for bus driver will be eliminated and incorporated as part of the utility person salary.

B. There will be an increase of 3 percent for the first year of the contract and 3 percent for the second year. Duration of contract is for two (2) years beginning July 1, 1993 and ending June 30, 1995.

SALARY GUIDE

MAINTENANCE

	<u>1993-94</u>	<u>1994-95</u>
1.	28,620	29,470
2.	29,370	30,250
3.	30,120	31,030
4.	30,880	31,800
5.	31,630	32,580
6.	33,890	34,910

UTILITY

1.	26,820	27,620
2.	27,270	28,090
3.	27,720	28,550
4.	28,330	29,180
5.	28,930	29,790
6.	31,190	32,120

CUSTODIANS

1.	26,370	27,160
2.	26,830	27,640
3.	27,270	28,090
4.	27,870	28,710
5.	28,480	29,330
6.	30,890	31,810

C. All custodians who hold a commercial driver's license and have no speeding violations or other driving infractions will be placed on the guide for utility workers. The outside person shall be paid on the utility guide.

D. Any employe assigned to drive athletic teams or groups as well as for any other extra-curricula activity either beyond a normal working day or on a weekend or holiday will be paid at a rate of \$70.00 for a five (5) hour period of time regardless of the nubmer of trips involved during this period of time. For every hour over five (5) hours or part of, employee will receive \$10.00 per hour up to 10 hours. Over nine (9) hours is considered two (2) trips for a second five (5) hour period or \$140.00 maximum or \$10.00 per hour if less than 10 hours.

E. Duration: This contract shall be binding upon both parties for a period of two years, 1993-94 and 1994-95.

In witness whereof the Association has caused this agreement to be signed by its president and secretary and the Board has caused this agreement to be signed by its president and secretary and its corporate seal to be placed hereon.

WOOD-RIDGE ASSOCIATION OF CUSTODIAL
AND MAINTENANCE SERVICE WORKERS

BY _____
President

BY _____
Secretary

DATE _____

WOOD-RIDGE BOARD OF EDUCATION

BY _____
President

BY _____
Secretary

DATE _____

NOTE OF EXPLANATION

The Memorandum of Agreement dated December 29, 1992, was signed by George Lord, Paul H. Bezzina, Michael A. Colucci, Frank J. Adubato. That Memorandum; the previous Memorandum dated March 4, 1991; and the contract dated January 11, 1989 were incorporated into this Agreement on November 21, 1994.

Paul H. Bezzina, Vice President
Wood-Ridge Association of
Custodial and Maintenance
Service Workers

Wayne Demikoff,
Acting Board Secretary

Charles DeLorenzo
Board President

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