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PROPOSALS

between

WASHINGTON TOWNSHIP BOARD OF EDUCATION
R.F.D. 3, SEWELL, NEW JERSEY 08080

and

TEAMSTERS LOCAL UNION NO. 676

1 3 2 1 1 9 7 1

Approved by the Board of Education
on January 12, 1971

INTRODUCTION: THIS AGREEMENT made by and between WASHINGTON
TOWNSHIP BOARD OF EDUCATION (hereinafter referred
to as the EMPLOYER) and TEAMSTERS LOCAL UNION NO. 676,
affiliated with the International Brotherhood of Teamsters,
Chauffers, Warehousemen and Helpers of America.

ARTICLE 1

RECOGNITION

The EMPLOYER recognizes and acknowledges that TEAMSTERS LOCAL UNION NO. 670 is the exclusive representative of the employees in the classification and work covered by this Agreement for the purpose of collective bargaining.

ARTICLE 2

OPERATIONS COVERED

Section 1

Classifications Covered

This Agreement shall cover all Custodians and Matrons employed by the Washington Township School District, the EMPLOYER; exclusive and not covered by this AGREEMENT are all other employees of the above mentioned School District.

ARTICLE 3

UNION SECURITY, MAINTENANCE OF DUES,

Section 1

Employees covered by this agreement at the time it becomes effective and who are not members of the Union at that time shall be deemed to be members of the Union and the Washington Township School District shall not revoke from any employee covered by this agreement, except as provided herein.

Section 2

It is further agreed that employees who withdraw from Union membership or cancel his application for membership in the Union as herein provided shall be required to share equally in the cost of maintaining and operating the collective bargaining agency as heretofore provided.

ARTICLE 3 (continued)

Section 3

The resignation of an employee from membership in the Union shall not relieve him of his obligation for Union dues deductions in accordance with the authorization signed by the employee nor shall it affect his status as an employee of the Board of Education.

Neither membership in the Union nor non-membership in the same shall be a condition of employment or continued employment; provided, however, that any employee who fails voluntarily to acquire or maintain membership in the Union shall be required beginning on the sixtieth (60th) day following the beginning of such employment, or beginning on the sixtieth (60th) day after failing to maintain membership in the Union, to pay to the properly designated officer of the Union each month a service charge as a contribution towards the administration of this Agreement and the representation of such employee. The service charge for the first month and for each month thereafter shall be in an amount equal to the extent of the regular and usual monthly dues.

ARTICLE 4

HIRING NEW EMPLOYEES

Section 1

The Board of Education of Washington Township, Gloucester County, (N.J.) retains the freedom and right to hire those persons whom the State of New Jersey gives them the authority to hire.

ARTICLE 4 (continued)

Section 2

Custodians and/or matrons shall be notified of their contract and salary status at the ending school year no later than March 1 of the preceding year.

Section 3

During the probationary period of ninety (90) consecutive calendar days, the employee may be discharged without recourse.

Section 4

After the probationary period, the employee shall be placed on the regular seniority list, and his seniority date shall revert back to his first day of hire.

Section 5

All work performed in any classification covered under this Agreement shall be performed by employees covered under this Agreement.

And no work under any classification covered by this agreement shall be performed by persons not employed by the Employer or the Employer's representatives, such as managers, supervisors, etc. foremen.

It is understood that part-time employees, including students, teachers, and others may be employed by the Washington Township Board of Education during the year under the Federal (State) Work-Study Program.

ARTICLE 5

SHOP STEWARDS

Section 1

The EMPLOYER recognizes the right of the UNION to designate Shop Stewards and alternates from the EMPLOYER'S seniority list. The authority of Shop Stewards and alternates so designated by the UNION shall be limited to and shall not exceed the following duties and activities:

- (1) The investigation and presentation of grievances to the EMPLOYER or the EMPLOYER'S designated representative, in accordance with the provisions of the Collective Bargaining Agreement.
- (2) The collection of dues when authorized by appropriate Local Union action.
- (3) Shop Stewards and alternates have no authority to take strike action or any other action interrupting the EMPLOYER'S business, except as authorized by official action of the UNION. The EMPLOYER, in so recognizing such limitation, shall have the authority to impose proper discipline, including discharge, in the event the Shop Steward has taken unauthorized strike action, slowdowns, or work stoppage in violation of this Agreement.

ARTICLE 5 (continued)

Section 2

Orders and Penalties Not to be Made

Shop Stewards or Agents shall not give orders to employees or direct any work to management. Further, Shop Stewards or Agents shall not determine whether a piece of property is the property of the Employer. An Agent shall advise the Employer of such and determine, along with management, a procedure for locating, locating, and equipment.

Section 3

Investigation of Grievances by Shop Steward

Shop Stewards shall be permitted to investigate, present and process grievances on the property of the EMPLOYER, first having clearance through the head custodian or the Principal, without loss of time or pay. Such time spent in handling grievances shall be considered working hours in computing call-in, etc. or overtime.

Section 4

Pay for Time

Whenever a Shop Steward is required to attend any grievance hearing or other activity on behalf of the EMPLOYER and the UNION, he shall be compensated by the EMPLOYER for all lost earning opportunities or time lost. When a Business Agent and EMPLOYER agree that a grievance is to be attended by the Shop Steward, the Steward shall be compensated by the EMPLOYER for all lost earning opportunities or time lost. Time lost shall be considered to mean that the Shop Steward shall be

ARTICLE 5, Section 4 (continued)

paid for all time spent while negotiating grievances with the EMPLOYER, regardless of time already earned for that day. Time is to be computed at the applicable hourly rate for the Steward's job classification.

ARTICLE 6

ABSENCE

Section 1

Time Off for Union Activities

The EMPLOYER agrees to grant the necessary time off, without discrimination or loss of seniority and without pay, to any employee designated by the UNION, in writing, to the EMPLOYER, to act as an elected Union Officer, Business Agent, Organizer, or to attend a Labor Convention for an indefinite period.

Section 2

Personal Leave of Absence

Any employee desiring leave of absence from his employment shall secure written permission from both the UNION and the EMPLOYER. The maximum leave of absence shall be for thirty (30) days, and may be extended for like periods. Permission for extension must be secured from both the UNION and the EMPLOYER.

ARTICLE 6 (continued)

Section 3

Should the contract of any of the employees shall be terminated, the district shall not be held liable for any loss of seniority, disability, failure to pay, or any other benefits of seniority to the employee(s) affected by such termination of the employee(s) involved.

Section 4

Seniority
Seniority to date of disability, illness or injury shall not result in the loss of seniority rights.

ARTICLE 7

SENIORITY PROMOTION

Section 1

The EMPLOYER shall determine starting times for employees in the same level/grade/position. The senior most employee in a grade/level/position shall have seniority in this district. Employees in the same grade/level/position shall have the same starting time. If an EMPLOYEE scheduled to start at a certain time is absent on a work day, another at that time shall be assigned to that position. The senior employee in a grade/level/position shall have the right to transfer to the same grade/level/position in the same district. If a senior employee in a grade/level/position shall have the right to transfer to the same grade/level/position in the same district until such starting time is discontinued, or until a change is mutually agreeable to the EMPLOYER and the UNION. Seniority will be by individual efforts and transferable within the district.

ARTICLE 7 (continued)

Section 2

Seniority Rank and Posting

Once each year, during the month of July, EMPLOYER shall compile and submit to the UNION in writing, and then post in a conspicuous place, a Seniority List or Lists from the regular payroll records. Any employees hired after said posting shall have their names added to this list, in order of date of hire, and the UNION shall be notified of such additions. Any controversy over the seniority standing of any employee on the Seniority List or Lists shall be submitted as a grievance.

Section 3

Seniority

After he has worked for an EMPLOYER for at least sixty (60) consecutive calendar days, an employee shall gain seniority status and his seniority date on the seniority list shall revert to the first day of his sixty (60) day qualification period.

ARTICLE 8

SENIORITY

Section 1

Every employee shall hold his (2) seniority standings. If an employee on lay-off is recalled by EMPLOYER shall have senior rights as before (1) until he returns and even the employee is working for another employer during his lay-off status he may maintain seniority with such another employer until such time his first EMPLOYER calls him back from lay-off status; if the employee fails to report back to work with his first EMPLOYER within seventy-two (72) hours then such employee shall lose all seniority rights with his first EMPLOYER. Also, failure of employee to telephone his EMPLOYER, in case of absence, illness, injury off the job, unforeseen emergencies, for seventy-two (72) hours will result in loss of seniority.

ARTICLE 9

LOSS OF SENIORITY

Section 1

Seniority shall be deemed to have been removed from the seniority list for the following reasons:

- (a) discharge for just cause;
- (b) voluntary quit;
- (c) lay-off for in excess of one (1) year;
- (d) failure to respond to notice or recall;
- (e) unauthorized leave of absence.

ARTICLE 9 (continued)

Section 2

Illness or Injury

Any employee who is absent because of illness or injury shall accumulate seniority for the purpose of determining his place on the seniority list. Such illness exceeding seventy-two (72) hours must have a doctor's approval to return to work stating cause and type of illness, for instance

TB

VD

Blood poisoning (open wound)

Back injury (outside)

Hernia operation

ARTICLE 10

PROMOTIONS

In promoting employees to jobs coming within this Agreement, the EMPLOYER shall have the right to select qualified persons, but as between qualified persons, preference shall be given according to seniority. All employees within this AGREEMENT shall have equal opportunity to qualify for any promotions within the scope of this AGREEMENT. If the EMPLOYER in his option feels that the employee is not qualified to fill such a promotion, the employee shall have a ninety (90) day

ARTICLE 10 (continued)

trial period to qualify. In the event the Employer feels that the employee is not qualified after the ninety (90) day qualifying period, the EMPLOYER shall furnish reasonable proof to the UNION that the employee is not qualified for such promotion. The above section shall also apply to employees being promoted to positions of supervisory capacity.

ARTICLE 11

LEAVING BARGAINING UNIT

Any employee within the AGREEMENT who elects to become part of management shall lose all seniority rights after ninety (90) days if the employee elects to stay in management. If the employee decides to return to the Bargaining Unit at the end of the ninety (90) days, he may do so without loss of seniority rights.

ARTICLE 12

GRIEVANCES

Section 1

Grievance Machinery

All grievances or disputes arising under the terms of this Agreement shall be handled in the manner provided by this section.

ARTICLE 12, Section 1 (continued)

First Step

In the case of any such grievance or dispute, the Union Steward shall take the matter up with the Employer or Employer's representative, and every effort shall be made to reach a mutually satisfactory solution. The Union Steward shall be present at all times when an employee has a grievance with the Employer. The Employee may also request to be present.

Second Step

If no solution can be reached the Union Steward shall refer the matter to the Business Agent, and the Business Agent shall take the matter up with the Employer or the Employer's representative in an endeavor to adjust it amicably.

Third Step

If the Business Agent of the Union and the Employer or Employer's representative cannot reach a satisfactory Agreement, the matter shall be submitted to a designated Arbitrator mutually agreed upon by both parties. If the parties cannot agree upon an Arbitrator then the matter shall be submitted to the New Jersey State Mediation Service for the selection of an Arbitrator. The Arbitrator shall render

ARTICLE 12, Section 1, Third Step (continued)

a decision within 14 days. After the closing of the hearing and the award of an arbitrator shall be borne equally by the Union and Employer.

Section 2

Filing of Written Grievance

All employees covered under this Agreement shall have seven (7) working days to file a written grievance after grievance has become known; and ten (10) working days for any employee that may be absent because of illness and/or injury. Failure to file within the time limit will dissolve the grievance.

Section 3

Inspection Privileges - Access to Premises

Authorized agents, with proof of identity, of the UNION shall have access to the EMPLOYER'S premises at any time during working hours for the purpose of adjusting salaries, negotiating working conditions, and ascertaining that this AGREEMENT is being adhered to.

NOTE: All visitors coming into a school building must first be cleared through the Principal's Office.

ARTICLE 13

DISCHARGE OR SUSPENSION

Section 1

Cause for Dismissal or Suspension

No employee with seniority may be dismissed or suspended without just cause. Until the case has been discussed with the Business Agent, no employee may be dismissed or suspended, except:

- (a) where the provisions of this Section provide for immediate dismissal or suspension.

In the event that it is decided, as provided in the Grievance Procedure set forth in this Agreement, that the suspension or discharge was without just cause, the decision shall provide for reinstatement with or without back pay. If the decision directs reinstatement with pay, the EMPLOYER shall not receive any credits for wages or compensation earned by the employee while he was out of the EMPLOYER'S employ.

Except when an emergency prevents it, grievances concerning dismissal or suspension shall be advanced over all other matters pending for grievance hearings, and shall be promptly heard.

Except in the case of immediate dismissal for the causes set forth below, no employee may be dismissed or suspended for his first offense, except drinking, use of dope, or homosexual activities, but shall receive at least one written warning for each different offense.

ARTICLE 13, Section 1 (continued)

The parties agree that causes for dismissal without first discussing the matter with the Business Agent shall be the following:

- (1) Calling or participating in any unauthorized strike, work stoppage, or walk-out.
- (2) Drunkenness, proven during working hours, or being under the influence of alcohol during working hours.
- (3) Proven theft or dishonesty.
- (4) Unprovoked assault on his EMPLOYER or his EMPLOYER'S representative during working hours.
- (5) Use of dope, in or out of school buildings.
- (6) Homosexual activities in or out of school buildings.

In each instance, the EMPLOYER shall promptly notify the UNION of the action taken, in writing. The parties agree that a dismissal or suspension shall not be subject to the Grievance Procedure or arbitration as provided in this AGREEMENT unless the UNION shall have notified the EMPLOYER, in writing, of the intention to do so within two (2) weeks of the dismissal or suspension. The parties recognize that in interpreting previous

ARTICLE 13, Section 1 (continued)

AGREEMENTS there have been difficulties over whether or not the EMPLOYER may dismiss employees for slow-downs. The parties agree that this matter is cause for suspension pending the Grievance Procedure, but not for immediate dismissal.

Section 2

Warning Notices

The warning notice shall not remain in effect for a period of more than six (6) months from the date of such warning notice. If no additional warning notice during the six (6) months period then the employee's record shall be wiped.

ARTICLE 14

DEATH IN FAMILY

Section 1

In case of death in the employee's family which shall consist of

- A. Spouse
- B. Mother
- C. Father
- D. Sisters
- E. Brothers
- F. Children
- G. Grandparents
- H. Mother-in-Law
- I. Father-in-Law

ARTICLE 14, Section 1 (continued)

The EMPLOYER shall grant such employee effected a maximum of three (3) days off with pay for the purpose of attending services for the decedent. In effect (3) days pay is to consist of the employee's pay time lost Monday through Friday because of such death.

ARTICLE 15

(a) CHECK-OFF OF DUES

Upon receipt of proper written authorization of any employee, the EMPLOYER will deduct from the wages due such employee, on the first pay week of each month, his UNION initiation fees and monthly dues, as are from time to time fixed by the Local Union, in accordance with the Constitution and By-Laws of the Local Union, and delivered to the Employer by the Secretary-Treasurer of the UNION as being so noted, and will forward the aggregate amount of such deductions promptly each month to the Secretary-Treasurer of the UNION or other duly authorized representative designated by the UNION.

When an employee who is on check-off is not on the payroll during the week which the deduction is to be made or who has no earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with the UNION to pay such dues in advance.

ARTICLE 15, (a) (continued)

The EMPLOYER will recognize authorization for deductions from wages, if in compliance with State Law, to be transmitted to the Union or to such other organizations as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of State or Federal Law. No deduction shall be made which is prohibited by applicable law.

(b) CHECK-OFF OF DRIVE

With the consent of any employee, the EMPLOYER will deduct from the employee's pay the sum of Five Dollars (\$5.00) per year, effective at such time the employee signs an authorization card. Such Five Dollars (\$5.00) shall be remitted to D.R.I.V.E. c/o Teamsters Local Union No. 676 with a report covering all names of deductions.

ARTICLE 16

GENERAL

Section 1

Posting of Notices

The EMPLOYER agrees to the posting, within his business premises, of notices of UNION meetings, etc. The Company shall install a Bulletin Board for UNION notices. Bulletin Board to be in the Custodian's Office.

ARTICLE 16 (continued)

Section 2 Mutual Guarantees

When EMPLOYER and UNION have agreed in writing upon interpretations of this AGREEMENT or uniform rules and regulations for the conduct of employees, such interpretations or rules and regulations shall be regarded as part of this AGREEMENT.

ARTICLE 17 NO STRIKE CLAUSE

All grievances shall be processed in orderly fashion through the steps provided in this AGREEMENT. There shall be no strikes, work stoppages, slow-downs, lockouts, or threats thereof, for any reason whatsoever, during the term of this AGREEMENT.

ARTICLE 18 RATES OF PAY ON LATE SHIFT

Section 1 Employees employed on a late shift shall receive a night shift differential of ten cents (10¢) an hour.

Any employee required to work a third shift shall receive a night shift differential of twenty cents (20¢) per hour.

ARTICLE 19

WORK ASSIGNMENTS

1. Custodians will be expected to work eight (8) hours for eight (8) hours pay. The Shop Steward and Board Representative will jointly, in a cooperative fashion, schedule workloads among the custodians in the various district buildings. Because of the nature of a growing district, it is imperative that cooperation, similar to that described above, exists for all concerned.
2. Rubber gloves shall be supplied and paid for by the Board of Education for Custodians and Matrons.
3. The Board of Education shall provide New Jersey Blue Cross, Blue, Shield, and Rider J for each employee and up to \$20.00 per month additional for their legal dependents. Coverage shall begin on the 15th of the month following thirty (30) days of employment.
4. Each and every employee shall receive ten (10) paid sick days per year, accumulative, and one (1) personal day.
5. Vacations:
 - One week vacation after 6 months prior to July 1.
 - Two weeks vacation after one complete year of employment prior to July 1.
 - Three weeks vacation after 10 years of continued employment prior to July 1.

ARTICLE 19 (continued)

6. Holidays:

Veterans' Day (or some other day during the month of November)

Lincoln Day (12/19)

Day After Thanksgiving

Constitution Day (9/17)

Constitution Day

Washington

New Year's Eve (12/31)

New Year's Day

Washington's Birthday

Good Friday

Senior Holiday

Memorial Day

Independence Day

Labour Day

7. Any and all overtime worked in any particular month shall be paid the first pay day following the particular month in which overtime was worked.
8. All employees shall receive time and one-half for hours worked over eight (8) hours in one day, or forty (40) hours in one week.
9. All employees shall receive time and one-half for all hours worked on the sixth (6th) day and double time for all hours worked on the seventh (7th) day of their normal work week.
10. Any employee required to work on any of the stipulated holidays set forth in this Agreement shall receive double time for all hours worked in addition to the holiday pay.

ARTICLE 19 (continued)

11. Wages

All custodial employees shall have their annual salaries set by the following guide. In future years the step system will be dispensed with and all employees may receive an annual increase as negotiated by the Board of Education and Teamsters Local Union No. 676 under the terms of this AGREEMENT.

CUSTODIANS

<u>1st Year</u>	<u>\$5,400.00</u>
<u>2nd Year</u>	<u>5,600.00</u>
<u>3rd Year</u>	<u>5,900.00</u>
<u>4th Year</u>	<u>6,100.00</u>
<u>5th Year</u>	<u>6,400.00</u>
<u>6th Year</u>	<u>6,700.00</u>

All matron employees shall have their annual salaries set as listed below. In future years the step system will be dispensed with and all employees may receive an annual increase as negotiated by the Board of Education and Teamsters Local Union No. 676 under the terms of this AGREEMENT. The salaries listed are full ten (10) months salaries and will be prorated to the amount of time worked.

ARTICLE 19 (continued)

MATRONS

Reginald Matron	\$3,350.00
Anna Carter	4,200.00
Frances Ford	4,200.00
Thomas Briteman	3,500.00
Alfreda Bassell	3,500.00
Gertrude Elbridge	3,500.00
Joan Barber	3,500.00

ARTICLE 20

INJURY ON THE JOB

Section 1

Any employee sustaining injuries which are compensable under the Workmen's Compensation Act, but which do not prevent him from performing his usual duties, but require that he visit the offices of Employer-designated physicians for the purpose of obtaining further treatment during working hours, shall suffer no loss of wages because of such visits.

Section 2

Any employee sustaining injuries which are compensable under the Workmen's Compensation Act which prevent him from performing any work available to him, at Employer's place, shall sustain no loss of pay for the calendar or the day on which he was injured.

Ability to perform work shall be determined by doctor and/or hospital report and employee must have a signed note or letter on doctor's or hospital stationery depicting extent of injury and approximate length of recovery period.

ARTICLE 21

MAINTENANCE OF STANDARDS

Section 1

Protection of Conditions

The EMPLOYER agrees that all conditions of the employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at no less than the highest standards in effect at the time of the signing of this AGREEMENT; and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this AGREEMENT. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this AGREEMENT if such error is corrected within ninety (90) days from the date of error.

This provision does not give the Employer the right to impose or continue wages, hours, and working conditions less than those contained in this contract.

ARTICLE 22

LIE DETECTOR TEST

The Board of Education shall not require, request, or suggest that an Employee take a polygraph or any other form of lie detector test, unless by voluntary consent, and notification to the Business Agent.

ARTICLE 23

WAGE EXECUTION

No employee shall be discharged or otherwise disciplined or penalized as a result of any attachment, execution, or assignment of his wages, whether voluntary or involuntary.

ARTICLE 24

BREAK PERIOD

All employees shall have a fifteen (15) minute break period in the AM and a fifteen (15) minute break period in the PM, without loss of pay.

ARTICLE 25

TERM OF AGREEMENT

Section 1

This AGREEMENT shall be in full force and effect from the 1st day of January 1971 and shall remain in effect until and including December 31, 1971. Salary conditions to run from the 1st day of July 1971 and shall remain in effect until and including June 30, 1972, and shall continue in force for one year, unless and until either of the parties hereto shall give to the other party sixty (60) days written notice prior to the end of the original term or sixty (60) days written notice prior to the end of any subsequent year, of an intention to terminate at the end of the original term or of the then current year. In the event of an inadvertent failure by either party to give the notice set forth in Section 1 of this Article, such party may give such notice at any time prior to the termination or automatic renewal date of this AGREEMENT. If a notice is given in accordance with the provisions of this Section, the expiration date of this AGREEMENT shall be the sixty-first (61st) day following such notice.

ARTICLE 25, Section 1 (continued)

IN WITNESS WHEREOF the parties hereto have set their hands and seals this

_____ day of _____.

FOR THE BOARD OF EDUCATION

FOR THE UNION

L. ROBERT OULLEN, PRESIDENT

JOHN T. GREELEY, PRESIDENT

ROBERT P. WOOTON, SECRETARY