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AGREEMENT

This agreement made and entered into this 15th day of September, 1981, between the Union Township Board of Education (hereinafter called the "Board"), located at 2369 Morris Avenue, Union, New Jersey 07083 and the Association of Custodial, Maintenance and Transportation Employees (hereinafter called the "Association"), also located at 2369 Morris Avenue, Union, New Jersey 07083:

UNION TOWNSHIP BOARD OF EDUCATION

ASSOCIATION OF CUSTODIAL, MAINTENANCE AND TRANSPORTATION EMPLOYEES

Russell Williams  
President

[Signature]  
President

DATE September 1, 1981

July 1, 1981 - June 30, 1984  
SEP 29 1981

LIBRARY  
Institute of Management and  
Labor Relations  
SEP 29 1981

RUTGERS UNIVERSITY

ARTICLE I - PURPOSE

1.01 The Board and the Association have entered into this Agreement for the purpose of establishing conditions under which employees, as hereinafter defined, shall be employed to work for the Board and procedures for the presentation and resolution of grievances, and for the purpose of regulating the mutual relations between the Board and said employees with a view to promoting and insuring harmonious relations and cooperation.

## ARTICLE II - RECOGNITION

- 2.01 The Board recognizes the Association as the exclusive bargaining agent with respect to the terms and conditions of employment for a unit consisting of full-time (1) Custodians; (2) Maintenance Personnel; and (3) Transportation Personnel. Excluded from the unit are Supervisor(s) of Transportation and Superintendent of Buildings and Grounds.
- 2.02 Each employee in the bargaining unit shall execute an employment agreement in the form annexed to this Agreement.

### ARTICLE III - RIGHTS AND RESPONSIBILITIES

- 3.01 In the administration of all matters not specifically covered by the Agreement, Association Members are governed by the provisions of any existing or future laws and regulations including policies set forth in the Board Policy Manual and other Board regulations which may be applicable. The Agreement shall, at all times, be applied subject to such laws, regulations and policies, subject to the provisions of Chapter 303 as supplemented and amended.
- 3.02 Nothing contained herein shall be construed to deny or restrict to any Association Member such rights as he or she may have under New Jersey law or other applicable laws and regulations. Nor shall anything herein be construed to deny or restrict from the Board such rights as it may have under New Jersey school law or any other applicable laws and regulations. The rights granted to Association Members hereunder shall be deemed to be in addition to those provided elsewhere by law.
- 3.03 In any emergency situation or circumstance, the Board may take such actions as it deems appropriate.
- 3.04 The Association agrees that, consistent with the law, the Board may make such rules and regulations to carry out its legal obligations and responsibilities not inconsistent with the terms of this Agreement.

ARTICLE IV - GRIEVANCE PROCEDURE

- 4.01 It is recognized that in any organization involving employer-employee relations, misunderstandings and disagreements will occasionally arise wherein both parties, in good faith, are unable to reach a point of resolution of their differences. When such is the case, the complaining employee is entitled to fair and objective review and decision by successively higher levels of employer authority until a point of resolution is reached. In presenting his or her personal grievance, the employee shall be assured freedom from prejudicial action.
- 4.02 The purpose of the grievance procedure is to secure, at the lowest administrative level, solutions to any problem or misunderstanding that may be settled between the parties involved.
- 4.03 For purposes of this Article, the term "Board" or "Employer" is the Board of Education of the Township of Union. The term "Employee" is any person represented by the bargaining unit.
- 4.04 The employee will carry out all duties, assignments and directives of the Board and the Secretary/Business Administrator while any grievance is being processed.
- 4.05.1 To the end of providing an orderly system for resolving grievances, the following procedure is hereby promulgated:
- 4.05.2 Any employee who has an alleged grievance has the right to pursue its resolve through administrative channels. This process begins with (a) the employee's immediate supervisor; (b) normally proceeds through the building principal and (c) ends with the Secretary/Business Administrator, with legal right to appeal to the Board of Education, the Commissioner of Education, the State Board of Education and finally the courts of competent jurisdiction.
- 4.05.3 For all practical purposes the following is designed to show the channel structure of the grievance procedure for the various categories of employees:  
Employee ----- Immediate Supervisor\* ----- Principal ----- Office of the Secretary/Business Administrator ----- Board of Education ----- Commissioner of Education ----- State Board of Education ----- Courts.
- 4.05.4 Any grievance that an employee intends to make must be made to the immediate supervisor within ten (10) calendar days of the time the cause for the complaint occurs.
- 4.05.5 If a dispute cannot be resolved at the immediate supervisor's level, an appeal of the Office of the Secretary/Business Administrator shall be made within

fifteen (15) calendar days of the action complained of or the alleged complaint shall be deemed abandoned.

- 4.05.6 The Secretary/Business Administrator or his designee shall render a decision within seven (7) calendar days after receiving the appeal. Failure to respond shall be deemed a denial.
- 4.05.7 An appeal from the decision of the Office of the Secretary/Business Administrator to the Board of Education shall be made within seven (7) calendar days after receiving the decision of the Secretary/Business Administrator. The Board shall respond within 30 calendar days. Failure to respond shall be deemed a denial.
- 4.05.8 All appeals beyond this level shall be made in accordance with the time limitations of the respective offices and agencies in question.
- 4.05.9 All grievances, appeals and decisions shall be in writing.
- 4.05.10 The time limits expressed herein may be extended by mutual agreement.
- 4.05.11 The employee has the legal right to take his or her grievance to any appropriate external agency.

\*The term "Immediate Supervisor" may be a different position for the various categories of employees. For example, the immediate supervisor of a custodian is the head custodian, of a head custodian is the principal, of a cafeteria employee is the cafeteria manager, of a maintenance employee or security employee is the Superintendent of Buildings and Grounds, of a transportation supervisor, etc.

ARTICLE V - SENIORITY

- 5.01 Seniority for the purpose of this Article shall be based upon the employee's most recent continuous length of service with the Board.
- 5.02.1 All employees are hired for a fixed term, one year contract basis.
- 5.02.2 All employees shall be considered probationary employees for the first six (6) months of their employment. Probationary employees may be disciplined or terminated at any time for any reason whatsoever at the sole discretion of the Board and they shall not be entitled to utilize the provisions of the Complaint Procedure. Upon completion of such probationary period, their seniority will be dated as of the date of the commencement of their employment. In the event that two (2) employees commence their employment on the same date, their respective seniority shall be determined by the alphabetical order of their last names, and if their last names are the same, then by the alphabetical order of their first names.
- 5.03 An employee's seniority shall cease and his employee status shall terminate for any of the following reasons:
- a. Resignation or retirement.
  - b. Discharge for cause or failure of the Board to re-appoint.
  - c. Continuous layoff for a period exceeding six (6) months.
  - d. Failure to report to work for a period of two (2) consecutive scheduled working days without notification to the Building Principal or Head Custodian of a justifiable excuse for such absence.
  - e. Failure to report back to work immediately upon expiration of vacation, leave of absence or any renewal thereof unless return to work is excused in advance by the Secretary/Business Administrator.
  - f. Conviction of an offense for which a sentence of imprisonment in excess of a term of three (3) months is authorized by the New Jersey Criminal Code.
  - g. Failure to comply with the provisions of Article 7.03 (boiler licensing).
  - h. Falsification of sign-in or sign-out records.

- 5.04 When the Board decides to reduce the number of employees in any particular job title, irrespective of the school to which the employee is assigned, the employee or employees in such job title with the least seniority shall be laid off first.
- 5.05.1 Vacancies - When a vacancy occurs in a position within the bargaining unit, whether that position is an existing one or a newly established one, the vacancy shall be announced by the posting of a notice identifying the vacancy on appropriate bulletin boards for a period of five (5) calendar days. Interested employees may apply for the vacant position by indicating their interest in writing to the Secretary/Business Administrator within the time limit specified in the posting.
- 5.05.2 Each employee who is promoted shall serve a probationary period of six (6) months in his new post. The probationary period shall be extended so as to include the summer months in each case wherein the summer months are not included within the six (6) month probationary period. The probationary period for purposes of this paragraph shall relate solely to the performance of the employee in the position to which he is promoted; in all other respects the employee shall retain all rights accrued under this Agreement.
- 5.06.1 Overtime at each school shall be assigned in accordance with a seniority list which shall set forth the names of the employees of each particular school in order of their seniority. The first overtime assignment at any particular location shall be assigned to the most senior employee on the seniority list for that location. If the most senior employee is unwilling to accept the overtime assignment, the next most senior employee shall have the opportunity to accept that assignment. Overtime assignments will proceed down the seniority list. If an employee to whom an overtime assignment has been offered shall decline to accept that assignment, he will be passed and will not be offered any other overtime assignment until his turn is reached again. If an employee is offered an overtime assignment and is unable to perform the assignment because he is unqualified to do the work assigned, he will be offered the next overtime assignment. During the heating season (October 1 through April 30), only custodians holding a valid black seal license shall be eligible to work overtime at times when



only one custodian is required for the work involved. In such cases, the custodian not holding the license will be passed and will not be offered any other overtime assignment until his turn is reached again. A separate seniority list for custodians and maintenance men will be maintained.

- 5.06.2 In the event that all employees who are offered a particular overtime assignment decline to accept that assignment, the least senior employee who was offered the assignment shall be obligated to accept it. Refusal to accept such an assignment shall be grounds for discipline.
- 5.07 Temporary or part-time help employed by the Board shall not be subject to the provisions of this Agreement, and shall not acquire any rights hereunder. Temporary employees shall be those who work less than four (4) continuous months during any calendar year. Part-time employees shall be those who work less than an average of twenty (20) hours per week.
- 5.08 In addition to the seniority rights set forth above, employees in higher rated job categories (based upon salary categories), who would be laid-off because of reductions, may exercise seniority rights and transfer to lower-rated jobs so long as they have greater seniority in the district than those persons they would replace. However, if the person is unable to perform the job, or is unqualified, in the absolute discretion of management, then the employee shall not have such seniority rights.

ARTICLE VI - HOURS OF WORK

- 6.01 The normal work week shall consist of five (5) days from Monday to Friday inclusive and shall consist of eight (8) working hours per day.
- 6.02.1 The normal work day by job classification and location shall be as follows:
- 6.02.2 a. Assistant Custodians, Custodian/Firemen and Head Custodians in all schools shall commence work at 7:00 A.M. and end at 4:00 P.M., with one (1) hour for lunch.
- 6.02.3 b. Assistant Custodians and Custodian/Firemen shall work either of the two schedules to which they are assigned when school is in session, except that the Head Custodian shall generally work the First Shift:
- (1) First Shift - 7:00 A.M. to 4:00 P.M. with one (1) hour for lunch.
  - (2) Second Shift - 3:00 P.M. to 12:00 midnight, with one (1) hour for lunch.
  - (3) Third Shift - 11:00 P.M. to 7:30 A.M., with one half (1/2) hour for lunch. (High School Only)
- 6.02.4 c. The Assistant Head Custodian (High School) and the Lead Man (High School) shall work the following schedules when schools are in session:
- (1) Assistant Head Custodian - Second Shift as described in this article b. (2).
  - (2) Lead Man - Third Shift as described in this article c. (3).
- 6.02.5 d. The Assistant Custodian in the Administration Building shall commence work at 9:00 A.M. and end at 6:00 P.M., with one (1) hour for lunch.
- 6.02.6 e. All Maintenance personnel - General, Skilled and Specialists shall commence work at 7:30 A.M. and end at 4:30 P.M., with one (1) hour for lunch. Exceptions to these hours may be made at the discretion of the Secretary/Business Administrator or his designee.
- 6.02.7 f. Custodian/School Bus Drivers shall commence work at 7:00 A.M. and end at 4:00 P.M. with one (1) hour for lunch. Exceptions to these hours may be made at the discretion of the Secretary/School Business Administrator or his designee.
- 6.03 The normal hours may be altered at the discretion of the Secretary/Business Administrator or his designee when unusual circumstances warrant such change. In the event of a snowfall of two (2) inches or more, the Head Custodian of each building shall be responsible for calling all of his Assistant Custodians and Custodian/Firemen in to work and shall coordinate his activities with the Superintendent of Buildings and Grounds.

- 6.04 All employees in this unit shall sign in at the actual time of arrival on the job and sign out at the actual time of departure from the job. No other employee may sign in or out for another employee.
- 6.05 There shall be an allowance of fifteen (15) minutes at a time approximately mid-way between the starting time and lunch/dinner hour for a refreshment break. This break shall be taken at the building in which the individual is currently working.
- 6.06 Each Association Member shall be allowed 10 (ten) minutes of clean-up time before his daily tour of duty ends.

## ARTICLE VII - WAGES/EVALUATION

- 7.01 Effective July 1, 1981, the wages for the various job categories shall be set and paid in accordance with the salary guides included as schedules at the end of this Agreement.
- 7.02 The granting of increases and guide increments is contingent upon evaluation of job performance and is not automatic.
- 7.03 All Assistant Custodians and higher rated positions, appointed after July 1, 1981, shall acquire a New Jersey State License as a qualified fireman (Black Seal) within two (2) years of their date of employment as a condition of continued employment.
- 7.04 The initial cost and annual renewal fee for the Black Seal license shall be paid by the Board for the duration of employment.
- 7.05.1 Any employee beginning employment between July 1 and December 31, shall advance one step, if employed the next employment year, on his/her respective salary guide provided his/her job performance evaluation warrants such advance.
- 7.05.2 Any employee beginning between January 1 and June 30 shall not advance to the next step on his/her respective salary guide, but will be placed on the same step of the new guide.
- 7.05.3 Promotional placement on the new appropriate salary guide shall follow the same procedure as described in 7.05.1 and 7.05.2 of this Article.
- 7.06 Pay Day  
All employees shall be paid his/her base pay semi-monthly in accordance with all scheduled pay dates of all other employees of the Board. All overtime pay, if any, shall be paid on the supplemental payroll following the month in which the wages were earned.
- 7.07 Overtime Pay  
The regular work week for employees shall be forty (40) hours. All hours worked in excess of forty (40) hours in any one week shall be paid at an overtime rate of one and one half (1½) the employees hourly rate.
- 7.08 Night Bonus Rates  
a. Second Shift (3:00 p.m.-12:00 midnight)- as indicated on the salary guide.  
b. Third Shift (11:00 p.m.-7:30 a.m.)- as indicated on the salary guide.
- 7.09 Longevity  
All employees who have completed eighteen (18) years of continuous service by July 1 shall receive \$500. above his/her respective salary guide.

- 7.10.1 The following evaluation procedure shall be followed:
- 7.10.2 The Principal and Head Custodian may evaluate the Custodians in their building.
- 7.10.3 The Principal and the Superintendent of Buildings and Grounds may evaluate the Head Custodian of a building.
- 7.10.4 The Superintendent of Buildings and Grounds and the Board Secretary or the Assistant Board Secretary may evaluate the Maintenance Personnel.
- 7.10.5 The Supervisor of Transportation and the Board Secretary or the Assistant Board Secretary may evaluate the Transportation Personnel.
- 7.10.6 In all cases, the Board Secretary may perform evaluations.
- 7.10.7 All personnel will be evaluated twice during the school year, as follows:
  - 1st evaluation period - November 15 - December 15
  - 2nd evaluation period - March 15 - April 15
- 7.10.8 A copy of each evaluation report on an employee shall be given to the employee evaluated and the employee shall sign copy, which is only to acknowledge receipt of the report.
- 7.10.9 In individual cases, an employee may be evaluated as many times in a school year as in the discretion of the Board Secretary or Assistant Board Secretary may deem necessary.
- 7.10.10 In determining whether an employee should be offered a contract for the next year, the evaluations and all other relevant information may be considered by the Board of Education and the Administrative staff.

UNION TOWNSHIP BOARD OF EDUCATION  
INDIVIDUAL EVALUATION

NAME \_\_\_\_\_  
 JOB TITLE \_\_\_\_\_  
 SCHOOL \_\_\_\_\_

DATE \_\_\_\_\_

PLEASE CHECK ONE	SATISFACTORY	*SATISFACTORY BUT NEEDS IMPROVEMENT	* UNSATISFACTORY
I. THE PERSON			
1. Appearance			
2. Attendance			
3. Willingness to Cooperate			
4. General Attitude			
5. Safety			
II. JOB PERFORMANCE			
1. Proper use of Tools, Supplies and Equipment			
2. Efficient use of time			
3. How well is assigned work completed			
4. Does the employee exhibit good work habits			
5. Safety			

\*A check of "Needs Improvement" or "Unsatisfactory" requires a comment written below.

Supervisor's Comments \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Principal/Supervisor \_\_\_\_\_  
 Head Custodian/Supervisor \_\_\_\_\_

Received by \_\_\_\_\_

ARTICLE VIII - VACATIONS AND HOLIDAYS

8.01 Vacation Schedule

Association Members shall be allowed one (1) vacation day for each month employed from the date of employment to July 1st, with a maximum of ten (10) days. After the first year, the schedule will be as follows:

Less than seven (7) years by July 1st - two (2) weeks.

More than seven (7) years and less than fifteen (15) years by July 1st - three (3) weeks.

Fifteen (15) years or more by July 1st - four (4) weeks.

8.02 Seniority shall prevail in the selection of vacation time off when practicable. Vacations shall normally be taken during the months of June, July and August.

8.03 All vacations must be taken during the year in which they accrued.

8.04 Vacation time-off during the school year may only be taken under the following conditions:

- a. Must be specifically approved by the Principal, Superintendent of Buildings and Grounds and Secretary/Business Administrator.
- b. Refusal to grant vacation time off shall not be grievable.
- c. There shall be sufficient staffing during the absence of the vacationee.
- d. Vacations before or after a scheduled holiday shall require the specific approval of the Secretary/Business Administrator or his designee.

8.05 All vacation schedules shall be submitted by each Head Custodian or Supervisor for all personnel under his/her charge to the Business Office by May 1 of each year.

8.06 Holidays (contingent on School Calendar)

Independence Day	New Year's Eve
Labor Day	New Year's Day
Columbus Day	Martin Luther King Day
Thanksgiving Day	Washington's Birthday
Thanksgiving Recess	Good Friday
Christmas Eve	Memorial Day
* Christmas Day	

8.06.1 Each member of the bargaining unit shall be entitled to the following holidays with pay:

- Independence Day
- Labor Day
- Columbus Day
- Thanksgiving Day
- Thanksgiving Recess
- Christmas Eve
- Christmas Day
- New Year's Eve
- New Year's Day
- Martin Luther King Day
- Washington's Birthday
- Good Friday
- Memorial Day

Should the holiday fall on a Saturday, it will be taken on the preceding Friday and should it fall on a Sunday, it will be taken on the following Monday.

8.06.2 The Holiday Schedule is based upon the school calendar. In the event of a change in the school calendar, the Holiday Schedule may also change. In such event, the Board Secretary shall be responsible to fix a revised Holiday Schedule, with a minimum of thirteen (13) paid holidays or the equivalent thereof.



ARTICLE IX - ABSENCES FROM DUTY  
(Non-Professional, Contracted Employees)

SICKNESS

- 9.01 All Association Members employed by the Board of Education shall be eligible for sick leave with full pay for twelve (12) school days in any school year. If any Association Member utilizes in any school year fewer than the specified number of days of sick leave allowed with pay, all unused sick days shall be cumulative, to be used for additional sick leave as may be necessary in subsequent years of active service with the Board.
- 9.02 Sick leave is hereby defined to mean the absence from his or her post of duty of any such person because of personal disability due to illness or injury or because he or she has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in his or her immediate household.
- 9.03 Absences because of contagious disease (as defined in N.J.S. 18A:30-1) contracted through a school source related to employment in the district shall not be charged against accumulated sick days.
- 9.04 If an Association Member remains on the job for four (4) hours then leaves because of illness, credit for 1/2 day's attendance will be given. If the Association Member leaves before having worked six (6) hours, credit for a full day is not given.
- 9.05 Association Members absent for personal illness for more days than they are allowed under this Article shall be subject to a deduction of a full day's pay for each day's absence. A full day's pay is defined as 1/20 of the monthly base salary.
- 9.06 Absences for sickness beyond five (5) consecutive days shall be certified by the attending physician if a deduction in salary is to be avoided. Doctor's certification may be required by the Secretary/Business Administrator or his designee if an employee's attendance pattern is questionable.

### DEATH IN IMMEDIATE FAMILY

- 9.07 In each school year, an Association Member shall be granted upon request up to five (5) days absence in seven (7) consecutive day for each death in the immediate family, or because of death in the immediate family of the spouse, without loss of salary. These days shall not be accumulated from year to year. The term "immediate" shall be construed to mean wife, husband, grandchildren, parents, children, grandparents, brothers and sisters of the Association Member; brothers-in-law, sisters-in-law, son-in-law, daughter-in-law.

### PERSONAL DAYS

- 9.08 All Association Members may be absent up to a total of three (3) personal days in any one school year without loss of salary for the following reasons:
- 9.08.1 Court proceedings to which the person is a party or where subpoena is served requiring court attendance.
- 9.08.2 Serious illness of members of the family.
- 9.08.3 Attendance at funerals of relations other than the immediate family.
- 9.08.4 Civic or community responsibilities.
- 9.08.5 Household moving.
- 9.08.6 Title closing.
- 9.08.7 Non-court adoption proceedings.
- 9.08.8 Any other reason that may be approved by the Secretary/Business Administrator.
- 9.09 Such absence shall be in addition to the twelve (12) days granted for sick leave. Any unused personal days shall be added to the previously accumulative sick leave of the Association Member.
- 9.10 When absence, under the circumstances described in N.J.S. 18A:30-1 (Definition of Sick Leave), exceeds the annual sick leave and the accumulated sick leave, the Board may pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of a substitute if none is employed, for such length of time as may be determined by the Board in each individual case. A day's salary is defined as 1/20 of the monthly base salary. Any decision of the Board is not subject to grievance arbitration, but may be the subject of an administrative complaint.

- 9.11 Employees absent because of injury arising out of accident in the course of employment shall be compensated in accordance with the provisions of N.J.S. 18A:30-2.1.
- 9.12 In individual case, the Board has discretion to act in ways other than stated above. Such discretion may not be the subject matter of a grievance or any other procedure under this Agreement.

TEMPORARY SICK LEAVE

- 9.13 Any Association Member who becomes temporarily disabled and who has used all accumulated sick leave may apply to the Board of Education for a leave of absence and may be granted that leave at a mutually agreed upon time continuing to a specific date. A disabled Association Member may be relieved from duties if his or her performance has noticeably declined, or he or she cannot produce a certification from his or her physician that he or she is medically able to continue the normal performance of his/her duties.
- 9.14.1 In order to receive sick leave pay, (60% of the annual contracted salary), the Association Member seeking same must submit a medical certification that is in accordance with N.J.S. 18A:30-4, which certificate must specifically state when the disability began and ended.
- 9.14.2 In the event that there is any dispute as to whether (a) there is a disabling medical condition; (b) the time such condition began or ended, then the Board shall have the right to require a medical examination and evaluation to determine whether there is or was a disabling condition and when it began and ended. Such examination will be conducted by a physician selected by the Association Member from a panel of at least three (3) physicians named by the Board. The cost, if any, of any examination required by the Board shall be at Board expense.
- In the event of a disagreement as to either (a) the existence of a medical disability, or (2) the time it began or ended, then the Board and the Association Member shall agree upon a third doctor, who shall examine and evaluate the Association Member to determine whether there was a disability and the time it began and ended. The opinion of the third physician shall be binding on the parties.
- 9.14.3 In the event the parties cannot agree who the independent physician should be, the selection of an independent physician shall be made by reference to arbitration.

9.14.4 The date of return may be extended for an additional reasonable period of time at the Association Member's request for reasons associated with the disability or for other proper cause, but the Board need not extend the leave of absence beyond the end of the contract school year in which the leave was granted. An Association Member may not be barred from returning except for lack of sufficient medical evidence of capability or because of failure to specify a date of return.

#### CHILD REARING LEAVE WITHOUT PAY

- 9.15.1 An Association Member may request leave for child rearing purposes for the balance of the school year (ending June 30th) in which the Association Member, or spouse of such Association Member, gives birth to a child.
- 9.15.2 Such leave must be requested, in writing, addressed to the Secretary/Business Administrator, at least six (6) weeks before the anticipated birth of the child.
- 9.15.3 If granted, the child rearing leave may commence on the day after the birth of the child and continue to the end of the school year (June 30th) during which the child was born.
- 9.15.4 An Association Member shall not be granted child rearing leave beyond the end of the school year in which the child is born.
- 9.15.5 If granted, child rearing leave shall be without compensation of any type.
- 9.15.6 An Association Member adopting a child under five (5) years of age may apply for a child rearing leave commencing upon receiving physical custody of the child.
- 9.15.7 Such leave must be requested, in writing, addressed to the Secretary/Business Administrator, with as much advance notice as the Association Member can supply with reasonable certainty, to when physical custody of the child will be received.
- 9.16.8 If granted, the child rearing leave shall commence on the day the Association Member receives physical custody of the child and continue to the end of the school year (June 30th) during which physical custody of the child was received.
- 9.16.9 If granted, child rearing leave shall be without compensation of any type.
- 9.16.10 No provisions of this article shall be retroactive prior to the signing of this agreement.

ARTICLE X - FRINGE BENEFITS

- 10.01 Health Benefits Insurance and Dental Benefits Insurance shall be paid by the Board in the same manner as provided for in the current contract with the Teacher's Association.
- 10.02 The Board shall provide two (2) pairs of work clothes per Association Member annually. Said work clothes shall consist of two (2) trousers and two (2) shirts. Each employee shall maintain such uniforms in a suitable and presentable condition. The selection of the type and style of uniform shall be at the discretion of the Secretary/Business Administrator. Only the work uniforms provided or a similar replacement shall be worn.
- 10.03 The Board shall provide an appropriate number of pairs of foul weather gear, consisting of a hood, jacket and trousers of rubberized or other waterproof material. The quantity shall be at the discretion of the Secretary/Business Administrator.
- 10.04 The Board shall provide an appropriate number of coveralls for the performance of unusually dirty work for the purpose of protecting the employee's uniform. The quantity shall be at the discretion of the Secretary/Business Administrator.
- 10.05 All insurance provided shall be in accordance with the terms of such insurance policies. All eligibility for insurance shall be in accordance with the terms of the policies issued and the responsibility of the Board shall be no greater than the terms of such policies of insurance, as issued or applied.
- 10.06 For the period of time covered by this Agreement, the Board shall not take any steps to reduce the coverages provided by the above referred to insurance programs.
- 10.07 Any financial benefits resulting from a change of carriers shall accrue to the benefit of the Board only and shall not be the subject of negotiations.
- 10.08 Employees who have served a minimum of 15 years of services in the District shall be entitled, three months after retirement, to payment for all accumulated sick leave days that remain unused at the date of retirement. The rate of payment shall be \$15.00 per unused, accumulated sick days. A year of service is defined as a full year of work during which sick days were accumulated. Years of leave, or parts thereof, with or without pay, shall not be counted as service time.

10.08.1 If an employee is otherwise qualified for payment under 10.08 but dies or becomes totally disabled as certified by the State Pension Fund, the payment shall also be made with the three month waiting period being waived. In the event of death, the payment shall be made to the Estate of the deceased employee upon claim being made.

ARTICLE XI - JOB DESCRIPTIONS & DUTIES

JOB DESCRIPTIONS

- 11.01 Work assignments are not a part of this Agreement; however, duties and job descriptions are set forth in Schedules A & B annexed hereto for information purposes only.

## Schedule A

### CUSTODIANS

#### DUTIES

1. All custodians shall be under the general supervision and direction of the School Business Administrator and the immediate direction and supervision of the Principal of the building to which they are assigned, subject to all rules and regulations of the Board of Education and the State of New Jersey. During the months of July and August, and all vacation periods they shall be under the direction of the School Business Administrator.
2. Custodians' duties shall be the general care and minor repair of the school buildings and property to which they are assigned.
3. The Board shall appoint a head custodian for each school who shall direct the work of the custodians. He shall also perform a proportionate part of the routine duties of a custodian as outlined above. The head custodian shall immediately notify the Principal of any defect in equipment, damage to the buildings, or the need of emergency supplies or repairs.
4. The head custodian shall be responsible for determining that a boiler licensed custodian is on shift whenever there are occupants in the building and the boilers are in operation.
5. The custodian shall be the last one to leave the building after school hours. He shall see that no one else remains in the building and that the building is properly secured and guarded against danger of fire and that all lights are extinguished. When school buildings are open for evening use, the custodian in charge shall carry out these instructions, and shall not leave the building until it is emptied of its occupants unless otherwise directed.
6. Custodians shall sign a receipt for all fuel and supplies received and see that they are properly stored. Duplicate receipts for these shall be sent to the Business Office immediately after delivery. They shall see that the boilers are supplied with sufficient water, and give them constant and proper attention, including the use of water softeners as instructed. They shall remove all rubbish and ashes from school buildings.



7. Custodians shall be responsible for the cleanliness of all blackboards, erasers, and chalk troughs.
8. Custodians shall open and close the building according to the rules of the Board. Modes of egress, including fire escapes, must be kept unlocked during school hours. All fire exits must be kept free and clear of any obstructions. All fire extinguishers, annually or sooner if necessary, must be tested, refilled and tagged with the date of re-filling. This is to be done during the summer vacation of each school year. All fire hoses must be tested under pressure once a year during the summer vacation.
9. Custodians shall keep the school building and grounds in a clean and neat condition, remove the snow and ice from the walks around the grounds and buildings immediately after each snow storm regardless of the day on which the storm occurs, and be at all times ready to render personal assistance.
10. Custodians shall assist in maintaining order in and around the premises, and oversee the pupils as the Principal may direct.
11. The American flag shall be displayed on all days that the public schools are in session, and on the following holidays: Lincoln's Birthday, Washington's Birthday, Memorial Day, Flag Day, Independence Day, Columbus Day, Veterans Day, Thanksgiving Day and New Year's Day. Special flags shall also be displayed when so authorized.
12. The Custodians shall have no other office or occupation that will in any way interfere with their school duties, or compel their absence from the school buildings to which they are assigned during the hours of school or prevent them from keeping the school clean and in proper order to the satisfaction of the Principal.
13. No Custodian shall leave the school premises during the hours of his tour of duty for any reasons whatever, except with the permission of the Principal.
14. Custodians must be clean in personal appearance and habits, civil and courteous at all times; they must abstain from the use of intoxicating liquors, profane language, or anything that would tend to injure the morals of the pupils.

15. Custodians are forbidden to smoke in any part of the school building, except in their boiler room. Smoking shall not be permitted in any part of the school building except in those areas designated for this purpose, and the janitors shall see that this rule is strictly enforced.
16. In case of absence or disability, a custodian shall give prompt notice to the principal of the building in order that a substitute may be provided.
17. Rules relating to absence shall be the same as those governing teachers.
18. Custodians absent for more than their allotted time for personal illness allowed under Paragraph 16 above shall receive their stated salary less an amount equal to  $1/40$  of one month's pay for each day absent thereafter, for a period not to exceed twenty (20) days. Any absence deduction thereafter shall be made at the rate of  $1/20$  of one month's pay for each day absent. Custodians desiring such consideration must make written application to the Secretary/Business Administrator.
19. Whenever school buildings are not open on Saturday, Sundays and holidays, the Head Custodian or a Custodian assigned by him shall thoroughly check the building and shall receive extra compensation for his services.
20. All custodians working overtime must sign a time book reporting the time entering and leaving the school building and type of overtime work done. Monthly overtime sheets must be signed by the building Principals certifying that the time worked is correct.
21. Full vacation allowance shall be granted all custodians that retire or resign after April 1 of any school year provided they have been employed at least three years.
22. Custodians shall be allowed one day vacation for each month employed from the date of employment to July 1 with a maximum of ten days. After the first year the schedule shall be as follows:

Less than seven (7) years by July 1st - two weeks

More than seven (7) years and less than fifteen (15)  
years by July 1st - three weeks

Fifteen (15) years or more by July 1st - four weeks

23. A work calendar showing the number of holidays and the number of hours to be worked each week shall be prepared annually and adopted by the Board of Education prior to July 1st.

ARTICLE XII - MANAGEMENT RIGHTS

ARTICLE XII - MANAGEMENT RIGHTS

12.01 The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable rules and regulations:

- (a) To direct the members of the bargaining unit;
- (b) To hire, promote, transfer, assign and retain employees in positions in the school district;
- (c) To suspend, demote, discharge or take other disciplinary action against members of the unit in appropriate cases, subject to an employee's right to resort to the grievance procedure;
- (d) To relieve members of the bargaining unit from duty because of lack of work or for other legitimate reasons;
- (e) To maintain the efficiency of the school district operations entrusted to the Board;
- (f) To determine the methods, means and personnel by which such operations are to be conducted, and
- (g) To take whatever action may be necessary to carry out the mission of the school district in emergency situations.

UNION TOWNSHIP BOARD OF EDUCATION,  
SALARY GUIDES

Proposed  
ASSISTANT CUSTODIAN

<u>YEAR</u>	<u>1980-81</u>	<u>1981-1982</u>	<u>1982-83</u>	<u>1983-84</u>
1	\$ 10,900.	\$ 11,825.	\$ 12,890.	\$ 14,050.
2	11,100.	12,045.	13,135.	14,310.
3	11,300.	12,270.	13,370.	14,580.
4	11,500.	12,490.	13,620.	14,840.
5	11,700.	12,710.	13,865.	15,120.
6	11,900.	12,930.	14,110.	15,390.
7	12,100.	13,150.	14,350.	15,660.
8	12,300.	13,370.	14,595.	15,930.
9	12,500.	13,590.	14,840.	16,200.
X		13,810.	15,085.	16,470.
Y			15,330.	16,745.
Z				17,015.

UNION TOWNSHIP BOARD OF EDUCATION  
SALARY GUIDES

Proposed  
CUSTODIAN/FIREMAN

<u>YEAR</u>	<u>1980-81</u>	<u>1981-82</u>	<u>1982-83</u>	<u>1983-84</u>
1	\$ 11,200.	\$ 12,150.	\$ 13,235.	\$ 14,410.
2	11,400.	12,375.	13,485.	14,690.
3	11,600.	12,600.	13,735.	14,970.
4	11,800.	12,820.	13,985.	15,245.
5	12,000.	13,040.	14,230.	15,525.
6	12,200.	13,260.	14,475.	15,795.
7	12,400.	13,480.	14,720.	16,070.
8	12,600.	13,700.	14,960.	16,340.
9	12,850.	13,920.	15,210.	16,605.
X		14,200.	15,450.	16,880.
Y			15,765.	17,150.
Z				17,499.

UNION TOWNSHIP BOARD OF EDUCATION  
SALARY GUIDES

Proposed  
HEAD CUSTODIANS

<u>YEAR</u>	<u>1980-81</u>	<u>1981-82</u>	<u>1982-83</u>	<u>1983-84</u>
1	\$ 12,900.	\$ 14,035.	\$ 15,340.	\$ 16,760.
2	13,100.	14,255.	15,580.	17,025.
3	13,300.	14,475.	15,820.	17,290.
4	13,500.	14,695.	16,070.	17,560.
5	13,700.	14,920.	16,310.	17,840.
6	13,900.	15,140.	16,560.	18,105.
7	14,200.	15,360.	16,805.	18,380.
X		15,690.	17,050.	18,655.
Y			17,415.	18,925.
Z				19,330.
 <u>KAWAMEEH</u>	 \$ 13,000.	 \$ 14,255. 300. \$ 14,555.	 \$ 15,820. 300. \$ 16,120.	 \$ 17,560. 300. \$ 17,860.
 <u>BURNET JR. HIGH</u>	 \$ 28,800.	 \$ 31,380. 800. \$ 32,180.	 \$ 34,830. 800. \$ 35,630.	 \$ 38,660. 800. \$ 39,460.
 <u>HIGH SCHOOL</u>	 \$ 14,100.	 \$ 14,920. 1,000. \$ 15,920.	 \$ 16,560. 1,000. \$ 17,560.	 \$ 18,380. 1,000. \$ 19,380.



UNION TOWNSHIP BOARD OF EDUCATION  
SALARY GUIDES

Proposed  
GENERAL MAINTENANCE

<u>YEAR</u>	<u>1980-81</u>	<u>1981-82</u>	<u>1982-83</u>	<u>1983-84</u>
1	\$ 11,000.	\$ 11,710.	\$ 12,510.	\$ 13,340.
2	11,400.	12,155.	13,000.	13,885.
3	11,800.	12,600.	13,490.	14,430.
4	12,100.	13,040.	13,985.	14,975.
5	12,400.	13,370.	14,475.	15,525.
6	12,700.	13,700.	14,840.	16,065.
7	13,000.	14,035.	15,205.	16,470.
8	13,300.	14,365.	15,580.	16,875.
9	13,700.	14,695.	15,945.	17,295.
X		15,140.	16,310.	17,700.
Y			16,805.	18,105.
Z				18,655.

UNION TOWNSHIP BOARD OF EDUCATION  
SALARY GUIDES

Proposed  
SKILLED MAINTENANCE

<u>YEAR</u>	<u>1980-81</u>	<u>1981-82</u>	<u>1982-83</u>	<u>1983-84</u>
1	\$ 11,400.	\$ 12,160.	\$ 13,015.	\$ 13,905.
2	11,800.	12,600.	13,500.	14,445.
3	12,200.	13,040.	13,985.	14,985.
4	12,600.	13,480.	14,475.	15,525.
5	13,000.	13,925.	14,965.	16,065.
6	13,400.	14,365.	15,455.	16,610.
7	13,800.	14,805.	15,945.	17,155.
8	14,200.	15,250.	16,435.	17,700.
9	14,600.	15,690.	16,930.	18,245.
10	15,000.	16,135.	17,415.	18,790.
X		16,575.	17,910.	19,330.
Y			18,400.	19,880.
Z				20,420.

UNION TOWNSHIP BOARD OF EDUCATION  
SALARY GUIDES

Proposed  
SPECIALISTS

<u>YEAR</u>	<u>1980-81</u>	<u>1981-82</u>	<u>1982-83</u>	<u>1983-84</u>
	\$ 16,000.	\$ 17,680.	\$ 19,625.	\$ 21,780.
	\$ 17,000.	\$ 18,785.	\$ 20,850.	\$ 23,140.

UNION TOWNSHIP BOARD OF EDUCATION  
SALARY GUIDES

Proposed  
SCHOOL BUS DRIVERS

<u>YEAR</u>	<u>1980-81</u>	<u>1981-82</u>	<u>1982-83</u>	<u>1983-84</u>
1	\$ 12,100.	\$ 13,150.	\$ 14,350.	\$ 15,660.
2	12,300.	13,370.	14,595.	15,930.
3	12,500.	13,590.	14,840.	16,200.
4	12,700.	13,810.	15,085.	16,470.
5	12,900.	14,035.	15,330.	16,745.
6	13,100.	14,255.	15,580.	17,015.
7	13,300.	14,475.	15,825.	17,295.
8	13,500.	14,695.	16,065.	17,565.
9	13,750.	14,920.	16,310.	17,830.
X		15,195.	16,560.	18,105.
Y			16,865.	18,380.
Z				18,720.