

4-3008

AGREEMENT

BETWEEN

BOARD OF EDUCATION

TOWNSHIP OF WOODBRIDGE

NEW JERSEY

AND

JANITORIAL EMPLOYEES

LOCAL 1099 AFSCME

AFL - CIO

APPROVED BY BOARD OF EDUCATION
TOWNSHIP OF WOODBRIDGE
NEW JERSEY

EFFECTIVE July 1, 1969

ARTICLE I

AGREEMENT

This agreement is entered into by the Woodbridge Board of Education, hereinafter referred to as the Employer, and Local 1099, Council No. 1, American Federation of State, County and Municipal Employees, A.F.L.-C.I.O., hereinafter referred to as the Union, has as its purposes the promotion of harmonious relations between the Employer and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE II

RECOGNITION

The Employer recognizes the Union as the sole and exclusive bargaining representative for all Janitors, Attendance Officers, Janitresses, and Cafeteria Workers and agrees to consult with the Union in the formulation and implementation of personnel policies and practices and matters affecting the working conditions of its members.

ARTICLE III

DUES DEDUCTION

The Employer agrees to deduct from the salaries of the employees represented by this Agreement dues for Local 1099, Council No. 1, American Federation of State, County and Municipal Employees, A.F.L.-C.I.O., in compliance with Chapter 310, Public Laws of the State of New Jersey 1967 and on the rules established by the State Department of Education. Such monies collected together with records of any corrections shall be transmitted to the Treasurer of the Union by the fifteenth of each month following the monthly pay period in which deductions were made. Authorization for dues deduction shall be in writing. Deductions are to be made with the understanding that said deductions may be discontinued only if

the person originally authorizing deduction files such notice of withdrawal in which case dues deductions will terminate as of January 1st next succeeding the date on which notice of withdrawal was filed.

Authorizations of dues deduction are to be forwarded to the Secretary of the Board of Education. Notices of withdrawal are to be forwarded to the secretary of the Union and to the Secretary of the Board.

ARTICLE IV

SALARIES

1. Janitors and Attendance Officers

	<u>Minimum</u>	<u>Maximum</u>	<u>Increment</u>
A. Unassigned, Jr. & Sr. High School Janitors	\$ 5500	\$ 6400	\$ 300
B. Janitors assigned to a Stadium, Boiler Room of High Schools and drivers & Attend. Officers	5500	6600	300
C. Janitors assigned to schools (Janitors in charge)	5500	6820	300
D. Janitors working as Janitors-Mechanics	5500	6900	300
E. Nite Foreman at Senior and Junior High Schools	5500	6900	300
F. Head Janitors at Elementary Schools employing two or more Janitors	5500	7107	300
G. Head Janitors at Junior High Schools (except Avenel)	5500	7419	300
H. Head Janitor at Avenel Junior High School	5500	7731	300
I. Head Janitor at Senior High School	5500	7905	300

Each individual Janitor is to be placed on his proper step of the salary guide.

2. Janitresses

The rate of pay for hourly employees shall be as follows:

- A. First step - \$2.15 per hour
- B. Second step - \$2.25 per hour
- C. Third step - \$2.35 per hour
- D. Fourth step - \$2.40 per hour

3. Night Shift Differential

- A. In addition to the established wage rates, the employer shall pay an hourly premium of 10 cents to employees for all hours worked on shifts beginning between 4 P.M. and 12 A.M.
- B. Employees working any hours on shifts beginning between 11 P.M. and 7 A.M. shall be paid an hourly premium of 15 cents for each hour worked.

4. Cafeteria Workers -

- A. Senior High Schools
 - Cook Manager \$2.45 - 2.85
 - Assistant Cook 2.25 - 2.65
 - Baker 2.25 - 2.65
- B. Avond Junior High School
 - Cook Manager 2.25 - 2.65
 - Assistant Cook 2.05 - 2.45
 - Baker 2.05 - 2.45
- C. Junior High Schools
 - Cook Manager 2.05 - 2.45
 - Assistant Cook 1.85 - 2.25
 - Baker 1.85 - 2.25
- D. General Cafeteria Employees 1.60 - 2.00

E. Increments - 10¢ increment yearly until Maximum is reached.

F. The annual pay for Cafeteria Workers shall be disbursed in twenty equal payments from September through June based on 180 work days except that the final pay in June will be computed as follows:

1. Total days worked in the year plus (+) 10 holidays.
2. Total days pay earned less (-) day paid through June 15.
3. Net day to be paid in final check.

5. Pay Day

The employer shall pay its employees twice a month; the 15th day of each month and the last working day of the month.

ARTICLE V

VACATIONS

- (a) Janitors and Janitresses with six (6) months service but less than five (5) years of continuous service shall be granted two weeks vacation with pay.
- (b) Three (3) weeks after five (5) years continuous service.
- (c) Four (4) weeks after fifteen (15) years continuous service.
- (d) The first two weeks of all vacations shall be taken in the first two weeks of July, except for those personnel assigned to buildings where summer activities are scheduled. Notice of assignment will be specified on or before April 1. Exception to above rules may be authorized by the Supervisor of Buildings and Grounds.
- (e) The rate of vacation pay shall be the employees regular straight time rate of pay in effect for the employees regular job on the pay day immediately preceding the employees vacation period.
- (f) In case of layoff, discharge or retirement from Board employment and having a minimum of six months prior employment, any employee shall be given pre-rated vacation pay.
- (g) For purposes of calculating due vacation time, a person's date of employment shall be governed by his first day of employment as reflected in the payroll records.
- (h) If a holiday occurs during the calendar week in which a vacation is taken by an employee, the employee's vacation period shall be extended one additional work day.

ARTICLE VI

HOURS OF WORK - NON TEACHER EMPLOYEES

- (a) Regular hours----The regular hours of work each day shall be consecutive, except for interruption for lunch periods. Reference to consecutive hours of work in the balance of this Article shall be construed generally to exclude lunch periods.
- (b) Work week----The work week shall consist of five (5) consecutive EIGHT (8) hour days, Monday through Friday inclusive, except for employees in secondary schools.
- (c) Work day----Eight consecutive hours of work within the 24 hour period shall constitute the regular work day.
- (d) Work shift----Eight consecutive hours of work shall constitute a work shift. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time.
- (e) Work schedule----Work schedules showing the employees shifts, workdays, and hours shall be posted in his respective school.
- (f) All employees shall be granted a lunch period during each work shift. Whenever possible, the lunch period shall be scheduled at the middle of each shift.
- (g) All employees shall be granted a ten (10) minute personal clean-up period prior to the end of each work shift. Work schedules shall be arranged so employees may take advantage of this provision; the employer shall make the required facilities available.

ARTICLE VIII

UNION BUSINESS

- (a) Any one (1) employee elected to any union office or selected by the union to do work which takes them from their employment with the employer, shall at the written request of the union be granted a leave of absence. The leave of absence shall be for one (1) year without pay.

- (b) Ten (10) days collective time per year with pay will be granted for all union officers and delegates to attend conventions, institutes or educational conferences with a limit of five (5) days for any one (1) person.

ARTICLE VIII

CALL TIME

- (a) Any employee called to work outside of his regularly scheduled shift shall be paid for minimum of two hours at the rate of time and one half.
- (b) If the call time work assignment and the employee's regular shift overlap, the employee shall be paid the call time rate of time and one half until he completes two hours work. The employee shall then be paid for the balance of his regular work shift at the appropriate rate.

ARTICLE IX

OVERTIME

1. Rate of pay---Time and one half the employee's regular hourly rate of pay, shall be paid for work under any of the following conditions, but compensation shall not be paid twice for the same hours.
- a. Daily---All work performed in excess of eight (8) hours in any work day.
- b. Weekly---All work performed in excess of 40 hours in any work week.
- c. Before or after regular hours---All work performed before or after any scheduled work shift.

2. Compensatory time off

If compensatory time off is used as the method of paying employees for overtime work, the overtime rate of pay shall be one and one half hours compensatory time for each hour of overtime work.

3. Distribution

Overtime work shall be distributed equally to employees working within the same job classification. The distribution of overtime shall be equalized over each sixth month period beginning on the first day of the calendar month following the effective date of this agreement, or on the first day of any calendar month after this agreement becomes effective. On each occasion, the opportunity to work overtime shall be offered to the employee within the job classification who has the least number of overtime hours to his credit at that time. If this employee does not accept this assignment, the employee with the next fewest number of overtime hours to his or her credit shall be offered the assignment. This procedure shall be followed until the required employees have been selected for the overtime work. A record of the overtime hours worked by each employee shall be available on request of union president.

4. Work at employees option

Overtime work shall be voluntary except in emergencies. There shall be no discrimination against any employee who declines to work overtime.

5. P.T.A. and P.T.O. meetings

All custodians are to be paid at the established overtime rate for all P.T.A. and P.T.O. meetings.

6. Extra curricular activities

Extra curricular activities must be finished by one (1) A.M. Any activity which continues into any part of an additional hour shall compensate the custodian a complete additional hour of pay.

ARTICLE X

SENIORITY - DISCIPLINE

1. Seniority means an employee's length of continuous service with the employer since his date of hire.

- a. Seniority lists---A seniority list showing the continuous service of each employee will be available to the local union, (president) on request.
- b. Breaks in continuous service---An employee's continuous service record shall be broken when he leaves the payroll for any reason other than a leave of absence.
- c. Work force changes---The term promotion, as used in this provision, means the advancement of any employee to a higher paying position. Whenever a job opening occurs--in any existing job classification--a notice of such opening shall be posted on all bulletin boards for ten (10) working days.
During this period, employees who wish to apply for the open position or job may do so. The application shall be in writing and it shall be submitted to the employee's immediate supervisor. The employer shall fill the opening by promoting from among the applicants the employee with the longest continuous service if ability and merit are equal.
- d. Layoff---In the event it becomes necessary to lay off employees for any reason, employees shall be laid off in the reverse order of their seniority.
- e. Recall---Employees shall be recalled from layoff according to their seniority within the job classification being laid off. No employees shall be hired until all employees on layoff status desiring to return to the work they left have been recalled.
- f. Discipline---Disciplinary action may be imposed upon an employee only for failing to fulfill his responsibilities as an employee. Any disciplinary action or measure imposed upon an employee may be processed as a grievance through the regular grievance procedure.

If the employer has reason to reprimand an employee, it shall be done in a manner that will not embarrass the employee before other employees or the public.

- g. Discharge---The employer shall not discharge any employee without just cause. If, in any case, the employer feels there is just cause for discharge the employee involved will be suspended for five days. The employee and his steward will be notified in writing that the employee has been suspended and is subject to discharge. The Union shall have the right to take up the suspension and/or discharge as a grievance at the second step of the grievance procedure and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary by either party. Any employee found to be unjustly suspended or discharged shall be reinstated with full compensation for all lost time and with full restoration of all other rights and conditions of employment.
- h. Job Tenure---Janitors and Janitresses under the bargaining unit shall gain job tenure upon completion of employment with his employer of three years and one day.

ARTICLE XI

DUTIES OF EMPLOYMENT

1. Work duties---All existing work duties in the Board's policy manual shall remain in effect but all additional duties shall be subject to mutual agreement before becoming effective.
2. Informing employees---The employer further agrees to furnish the union with a copy of all new duties thirty (30) days after they become effective. New employees shall be provided with a copy of the rules at the time of hire.

3. Uniformity -- Employees shall comply with all existing rules that are not in conflict with the terms of this agreement, provided the rules are uniformly applied and uniformly enforced. Any unresolved complaint involving discrimination in the application of new or existing rules shall be resolved through the grievance procedure.

ARTICLE XII

GRIEVANCE PROCEDURE

Grievances arising out of the provisions of this Agreement shall be governed by the following:

A grievance shall mean a complaint by any employee represented by this agreement (1) that there has been as to him a violation, misinterpretation or inequitable application of any of the provisions of this agreement between the Union and the Board of Education or (2) that insofar as matters covered by the agreement he has been treated unfairly or inequitably by reason of any act or condition which is contrary to established policy or practice governing or affecting employees, except that the term "grievance" shall not apply (a) to any matter as to which the Board of Education is without authority to act, or (b) to the complaint of a non-tenure employee represented by this agreement or a non-tenure appointment of a tenured employee represented by this agreement which arises by reason of his not being re-employed or reappointed to the non-tenure position.

As used in this article, the term "employee" shall also mean a group of employees having the same grievance, or the Union. A grievance to be considered under this procedure must be initiated by the employee within 30 calendar days of its known occurrence.

An employee represented by this agreement with a grievance shall first discuss it with his immediate superior either directly or through the Union's designated representative with the objective of resolving the matter informally.

If the employee represented by this agreement submitting the grievance is not satisfied with the disposition of his grievance, after having discussed it with his immediate superior or if no decision has been rendered within five school days after presentation of the grievance, he may file the grievance in writing with the Union. The Union may submit the grievance within five school days to the Superintendent of Schools.

If the person submitting the grievance is not satisfied with the disposition of his grievance by the Superintendent or if no decision has been rendered within ten school days after the grievance was delivered to the Superintendent, he may request in writing that the Union submit the grievance within 15 school days to the Board of Education. The Board or a committee thereof shall review the grievance and shall hold a hearing with the employee and render a decision in writing within 15 calendar days of receipt of the grievance by the Board or the date of the hearing with the employee whichever comes later. If the employee represented by this agreement submitting the grievance is not satisfied with the decision of the Board, the employee represented by this agreement may request in writing that the Union submit the grievance to arbitration.

Binding arbitration shall take place when requested after action by the Board of Education. The following procedure will be used to secure the services of an arbitrator:

1. Either party may request the American Arbitration Association in accordance with its rules to submit a list of persons qualified to function as an arbitrator in the dispute in question.
2. Either party may request a second list of arbitrators if the

first list is unsatisfactory to it. In the event that no arbitrator is selected from the second list, the American Arbitration association shall designate an arbitrator in accordance with its rules. The parties will arrange to have arbitration meetings held at times which will not interfere with normal operation of the schools whenever possible.

The arbitrator shall limit his recommendations strictly to the application and interpretation of the provisions of this agreement and he shall be without power or authority to make recommendations contrary to or inconsistent with the terms of the Agreement or of applicable law, rules or regulation having the force and effect of law.

The recommendation of the arbitrator shall be binding. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within 30 days of the completion of the arbitrator's hearings.

The arbitrator's fee shall be shared equally by the parties to the dispute.

The Board agrees that it will apply to all substantially similar situations the decision of the arbitrator, which it has accepted sustaining a grievance, and the Union agrees that it will not bring or continue any grievance which is substantially similar to a grievance denied by the decision of the arbitrator.

Any aggrieved person may be represented at all levels of the grievance procedure by himself or at his option by a representative selected or approved by the Union. When an employee represented by this agreement is not represented by the Union, the Union shall have the opportunity to be present at its option and may state its views at all stages of the grievance procedure.

ARTICLE XIII

HOLIDAYS

The following shall be recognized as paid holidays for janitors, attendance officers and janitresses.

- | | |
|-----------------------|----------------------|
| New Years Day | Labour Day |
| Lincoln's Birthday | General Election Day |
| Washington's Birthday | Veteran's Day |
| Good Friday | Thanksgiving |
| Memorial Day | Christmas |
| Independence Day | |

ARTICLE XIV

LEAVES

1. Annual Sick Leave

Annual sick leave, with full pay, shall be granted in accordance with the following schedules:

A. Janitors and Attendance Officers

- a. Ten (10) school days for a janitor with less than five (5) years of continuous service.
- b. Twenty (20) days for a janitor with more than five (5) years, but less than ten (10) years of continuous service.
- c. Thirty (30) days for a janitor with more than ten (10) years, but less than twenty (20) years of continuous service.
- d. Forty (40) days for a janitor with more than twenty (20) years of continuous service.

B. Janitresses and Cafeteria Workers

Janitresses, and Cafeteria Workers shall be granted ten (10) days sick leave per year.

C. Unused Sick Leave

Unused sick leave days in any school year may be used in subsequent school years for additional sick leave without pay deduction.

The number of accumulated sick days is unlimited, but no more than ten (10) days per year may be accumulated. No sick leave entitlement is to accrue to employees while on leave of absence.

D. Requirement of Physicians Certificate

A physician certificate must be filed following an absence of three or more successive days of personal illness.

E. Injury to Employee

An employee injured during employment with his employer shall receive time off with pay for the duration of his injury. Said time off will not be charged to his sick leave.

2. Leave for death in family

A. Up to five (5) days absence, without pay deduction, will be allowed for death in the immediate family.

B. Immediate shall mean: husband, wife, children, and any other member of the same household, father, mother, sister and brother.

C. Up to two (2) days absence, without pay deduction, will be allowed for death of near relative.

3. Military leave

Any person who shall enter the Active Military or Naval Service of the United States, or of this state in time of war or an emergency, or pursuant to or in connection with the operation of any system of Selective Service, shall be granted leave of absence for such service.

4. Maternity Leave

A. As soon as a woman, under tenure, shall become aware of her pregnancy she shall forthwith apply for a leave of absence, making use of the official maternity leave application form.

B. A maternity leave shall be for a period of a year and one half (18 months) beginning not less than four months before the approximate date of expected confinement, and ending not earlier than a year after

the following September. This leave must be accepted when granted by the Board of Education.

- c. The expiration of all remaining leaves shall coincide with the opening of school in September.

ARTICLE XV

HAZARDOUS JOBS

The Board will pay for all examinations where employees are required to take periodic examinations involving health hazards, on approval of Supervisor of Buildings and Grounds.

ARTICLE XVI

COVERALLS

Coveralls will be paid for by the Board of Education for men on the boiler cleaning detail only, and up to 4 sets per man per year.

ARTICLE XVII

The Board agrees to meet with the Union whenever necessary.

ARTICLE XVIII

HOSPITALIZATION

The employer shall pay the full hospitalization coverage, including major medical-surgical for the employee and his dependents, under the terms set forth in the policy issued for the employees.

ARTICLE XIX

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1969 and shall continue in effect to and including June 30, 1970. This Agreement shall not be extended orally and it is expressly understood that it shall expire on the above date.

B. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 303, Public Laws 1968 State of New Jersey, in a good faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations shall begin not later than October 1, 1969.

In witness whereof the parties hereto have caused this agreement to be signed by their respective Presidents, attested by their respective Secretaries and their corporate seals to be placed thereon, all on the day and year first above written.

LOCAL 1099, COUNCIL NO. 1,
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, A.F.L.-C.I.O.