

4-30-88

23-38

THIS BOOK DOES
NOT CIRCULATE

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE WILLINGBORO BOARD OF EDUCATION

AND

NATIONAL INDUSTRIAL WORKERS UNION

PREAMBLE

In order to comply with and effectuate the provisions of Chapter 303 of the Public Laws of 1968 for the State of New Jersey, THIS AGREEMENT IS MADE AND EXECUTED on this ¹³ day of *March*, 1970, by and between THE BOARD OF EDUCATION OF THE TOWNSHIP OF WILLINGBORO, hereinafter referred to as "The Board," and the NATIONAL INDUSTRIAL WORKERS UNION, hereinafter referred to as "The Union".

ARTICLE I - RECOGNITION

The Board hereby recognizes the Union as the exclusive representative for collective bargaining purposes of all employees in the following bargaining unit: Custodians, Matrons, Building, Grounds and Pool Maintenance, Transportation Maintenance (Mechanics), Driver-Porters, Warehousemen, and any part-time employees performing the same type of work as persons within the aforementioned categories. Subject to the provisions of Section 19 of Article I of the New Jersey Constitution, and pursuant to the provisions of Chapter 303 of the Public Laws of 1968 for the State of New Jersey, the Board agrees not to negotiate with any other organization during the duration of this agreement with respect to the above personnel represented by the Union. The Board, however, retains the right to communicate with its employees or their representatives, either individually or collectively, for whatever purpose the Board may deem to be necessary or desirable, subject at all times

to the terms of this contract and to the existing laws of the State of New Jersey.

ARTICLE II - OPERATION OF AGREEMENT

1. The Board and the Union as parties to this agreement accept the provisions of the same as commitments which they will each, cooperatively and in good faith, honor, support and fulfill.

2. The provisions of this agreement will constitute a binding obligation upon the parties for the duration hereof, unless the same is altered or modified by mutual written consent of said parties. Any previously adopted policy, rule, regulation or practice of the parties which is in conflict with the provisions of this agreement shall be superceded and replaced by this agreement, and any previous policy, rule, regulation or practice of the parties relating to the subject matter hereof which is not incorporated herein shall likewise be deemed to have been superceded and replaced by this agreement.

3. No provision of this agreement will operate retroactively unless expressly so stated herein.

4. In accordance with Chapter 303 of the Public Laws of 1968 of the State of New Jersey, the Board hereby agrees that every employee within the defined bargaining unit shall have the right to freely organize, join and support the Union for the purpose of engaging in collective negotiations with the Board, and the Board will not directly or indirectly discourage, deprive or coerce any employee with respect to the exercise of such rights. The Board further agrees that it will

not discriminate against any employee by reason of his membership in the Union, his participation in the activities of the Union, or his processing of any grievance hereunder. The Union likewise agrees that it will similarly recognize and protect the right of any employee to refuse to become a member thereof, and it similarly represents and agrees that it will not directly or indirectly coerce or attempt to coerce any employee into joining the Union or discriminate against him in any way for his refusal to do so.

5. Nothing contained herein shall be construed to deny or restrict to any employee or to the Board such rights as either may have under the existing laws of the United States or the State of New Jersey.

6. While this agreement shall prescribe the salaries and other terms and conditions of employment of the employees in the bargaining unit, it is specifically agreed that each employee in the unit shall be required to execute individual contract of employment for a fixed duration which shall alone control his legal employment status, but which shall be subject to the provisions of this collective bargaining agreement with respect to salaries and terms and conditions of employment. The term of such contracts shall coincide with the fiscal year of the Board of Education. All probationary employees shall similarly execute probationary certificates evidencing their probationary status for the period of probation hereinafter mentioned.

ARTICLE III - HIRING OF NEW EMPLOYEES

1. The Board reserves the right to hire such new employees as it may require and to prescribe the qualifications for such new employees. No employee will appear on the job until he has been formally hired by the action of the Board of Education assembled at a regularly called public meeting. Each new employee shall serve a probationary period of sixty days during which time he may be discharged by the Board for any reason not proscribed by applicable law. Upon completion of said probationary period, the employee shall then be tendered an individual employment contract for a fixed duration as referred to in the previous article.

2. The Board agrees that it will post all vacancies for positions in this unit as they occur on bulletin boards in each school building within the school district.

3. The Board shall notify all new employees of the existence and identify of the Union and of the terms of the collective bargaining agreement between the Board of Education and the National Industrial Workers Union.

ARTICLE IV - UNION ADMINISTRATION

1. The Union may designate such officers and stewards as the Union shall consider necessary for the proper administration of this agreement, except that there shall be no more than one steward per shift designated for each of the following groups: Custodian and Matrons

per school, Building Maintenance employees, Transportation Maintenance employees, Driver-Porters, Ground Maintenance employees, Pool Maintenance employees and Warehousemen. The Union shall notify the Board of the designation of its officers and of the stewards for each of the aforementioned categories, which notification shall be in writing as shall any change therein, and forwarded to the office of the School Business Administrator-Board Secretary. The Board shall not be required to recognize any officer or steward in the administration of this agreement whose identification has not been filed in writing with the office of the School Business Administrator-Board Secretary.

2. The Board will permit any employee in the unit to examine his own payroll records and time sheets for the purpose of investigating compliance with the provisions of this agreement, providing he makes an appointment to do so with the office of the School Business Administrator-Board Secretary. The employee in question may be accompanied during the course of this examination by a duly designated Union representative.

3. The authority of stewards designated by the Union shall be limited to, and shall not exceed, the following duties and activities:

- a. Investigation and presentation of grievances in accordance with the provisions of this agreement.
- b. Transmission of written messages and written information concerning Union business to Union members.
- c. Participation in record examinations pursuant

to paragraph 2 hereof.

4. The Union shall have the right to make reasonable use of school mailboxes to communicate with its membership and may install bulletin boards for its use in boiler rooms or stock rooms.

5. The Board recognizes the above limitations upon the authority of shop stewards and shall not hold the Union liable for any unauthorized acts of said parties. The Board, in so recognizing such limitations shall, however, have the authority to impose proper discipline upon shop stewards for unauthorized action.

ARTICLE V - PICKET LINES

No employee in this bargaining unit shall be required by the Board to cross any picket line of another employee organization which has the legal authority to strike or to picket.

ARTICLE VI - SUPERVISORY PERSONNEL

No person occupying the position of supervisor with respect to employees in the unit shall perform any work that is normally performed by members of the unit. This provision is not applicable to Lead Custodians, who for purposes of this agreement are not regarded as supervisors and are included in the bargaining unit.

ARTICLE VII - UNION VISITATION

Properly designated Union officers or stewards shall have the right of reasonable access to Board facilities at reasonable times for the purpose of making an investigation relating to working conditions of employees in the unit or grievances of such employees properly covered by this agreement. Arrangements for such visitation

shall be made through the office of the building principal of the particular building to which access is sought, and approval for such visitation shall not be unreasonably withheld by the building principal.

ARTICLE VIII - UNION CHECK-OFF

The Board agrees that upon receipt of individual written authorization from an employee, it will deduct from such employee's net earnings for the first pay period of each month that employee's Union initiation fee and Union dues, the amount of which shall be specified in writing by either the secretary-treasurer of the National Industrial Workers Union or the president of the local union. The Board agrees that it will then disburse the monies so deducted to the Union promptly, and the Union agrees to officially advise the School Business Administrator-Board Secretary of the name and address of the party to whom such disbursement should be directed. If an employee files with the School Business Administrator-Board Secretary a written notice withdrawing such authorization, said notice shall become effective as of July 1 or January 1 next following the date on which the authorization was initially given, whichever arrives first. The Board will furnish copies of all such withdrawal requests to the Union promptly upon receipt thereof.

ARTICLE IX - SALARY

1. Compensation for all personnel in his unit shall be based upon the salary guides for the respective categories set forth in Schedule A attached hereto. The steps on such guides reflect the consecutive years of experience in this school district, and each employee shall be placed on the appropriate step of the applicable

salary guide.

2. In addition to the salaries applicable pursuant to Schedule A, the Board agrees to pay an additional longevity increment of \$100.00 to each eligible employee upon the issuance to said employee of his fourth, seventh, tenth, thirteenth and sixteenth consecutive contracts in this district.

3. In addition to salaries applicable pursuant to Schedule A, the Board agrees to pay an additional \$100.00 to each person holding a Black Seal license.

4. The provisions of this article shall become effective as of January 1, 1970, and all employees in the unit will begin to be paid in accordance with the salary guide set forth in Schedule A as of that date. It is recognized that employees in the unit have existing employment contracts which will terminate on June 30, 1970, but during the period from January 1, 1970, through June 30, 1970, they shall be paid at the rate reflected by the salary guide set forth in Schedule A. All employees thereafter retained shall execute new employment contracts dated July 1, 1970, at which time they will each move one step on the applicable salary guide as set forth in Schedule A.

ARTICLE X - STAND-BY PAY AND OVERTIME

1. All employees who work for any period of time in excess of their regular contracted work day shall be paid for such additional time worked at a daily overtime rate of 1-1/2 times their regular rate of pay. Any employees who accept overtime employment

on Saturday, Sunday, or on any of the holidays established by this agreement shall be paid at two times their regular rate of pay. It is understood with respect to work performed on holidays as set forth in this agreement that the applicable overtime rate will be in addition to one's normal holiday pay.

2. If any employee in the unit is required to be on stand-by alert, he shall be paid for such time as he is required to stand by at his regular, straight-time rate of pay. In the event that he is called to work, he shall be paid upon reporting for work at the applicable overtime rate for the actual time which he spends on the job.

ARTICLE XI - HEALTH INSURANCE

1. The Board agrees to pay twenty-five percent (25%) of the cost of the health insurance program for the employees in this unit represented by the Union, which program shall provide coverage comparable to that of Blue Cross-Blue Shield plan, with Rider J and Major Medical Coverage.

2. The aforesaid coverage shall extend to the employees and their immediate family as that term is defined in the Blue Cross-Blue Shield policies, and said coverage shall continue during such time as each such employee shall remain in the active employ of the Board.

ARTICLE XII - SICK LEAVE

1. All full-time employees working a regular work

week shall be entitled to ten days sick leave per year, pro-rated where applicable from the date on which they execute a contract of employment. The term "sick leave" as used herein is defined to mean the absence from one's post of duty due to illness, injury, exclusion by the school district's medical authorities due to a contagious disease or a quarantine as a result of the existence of a contagious disease in one's immediate household. Any portion of such sick leave not utilized within a given year may be accumulated by the employee for use as additional sick leave as may be needed in subsequent years of employment.

2. If any employee otherwise entitled to sick leave under the provisions hereof, shall be required to be absent from his post of duty as a result of an accidental personal injury arising out of, and in the course of his employment, the Board agrees to pay such employee his full salary or wages for the period of such absence up to one calendar year from the commencement thereof without charging such absence to the employee's annual or accumulated sick leave. Such payment shall be made for any absence during the waiting period prescribed for workman's compensation benefits and during the period that the employee received or may have been eligible to receive temporary disability benefits under the Workman's Compensation Law. However, any amount of salary or wages payable to an employee pursuant to this provision shall be reduced by the amount of any workman's

compensation award or benefits made to the employee for temporary disability.

3. As soon as any female employee shall become aware of her pregnancy, she shall immediately notify her supervisor thereof in writing. She shall then be entitled to receive a maternity leave of absence without pay for a minimum of six months and a maximum of one year, with termination of work to be no later than four months prior to the time of arrival. Any such employee who has been granted a maternity leave of absence may be required before returning to active duty to submit to an examination by a mutually agreeable physician so that the Board may determine that she is able to perform her duties. The cost of such examination will be paid by the Board.

ARTICLE XIII - HOLIDAYS

1. The following days will be observed as paid holidays for employees in this bargaining unit: New Years Day, Good Friday, Independence Day, Memorial Day, Labor Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day. These shall be considered as guaranteed holidays and in the event that any such listed holiday falls on a Saturday, it shall be celebrated on the preceding Friday, and in the event that any such holiday falls on a Sunday, it shall be celebrated on the following Monday.

2. All full-time employees working a regular work week shall be paid for eight hours at their regular rate of pay for each of the holidays listed above.

3. Employees shall not be required to work on any of the above-listed holidays, but in the event that they do work on such holidays shall be paid in accordance with the overtime schedule previously set forth in this agreement.

4. In the event that any of the holidays specified above shall coincide with the day on which the employee would have otherwise been absent from work due to illness or injury, said day will not be deducted from the employee's annual or accumulated sick leave. An employee serving a probationary period shall not receive pay for any of the above holidays unless he has worked a minimum of ten (10) work days preceding the date on which the holiday occurs.

5. When a regular pay day would occur on a holiday, Saturday or Sunday, the Board agrees to distribute the pay checks to its employees on a regular work day immediately preceding said holiday, Saturday or Sunday.

ARTICLE XIV- EMPLOYEE ABSENCE

1. In addition to the sick leave provisions set forth herein, employees within the unit shall be entitled to the following time off with pay:

a. Three personal business days will be granted without the necessity for specification of the nature of said business. However, a request for personal business day must be submitted to the office of the School Business Administrator-Board Secretary for approval at least one calendar week prior to the day for which leave

is requested. Personal business days will not be granted on days immediately preceding or immediately following scheduled holidays. Personal business days will not be cumulative from year to year.

b. Up to three days will be granted for the observance of religious holidays as listed by the Commissioner of Education and observed by the employee's professed religion. Notification of an intention to exercise a religious holiday must be forwarded in writing to the office of the School Business Administrator-Board Secretary at least one calendar week in advance of the day for which leave is requested. Religious holidays will not be cumulative from year to year.

c. Up to three days leave will be granted for a death in the immediate family, and the "immediate family" shall be defined and construed to mean father, mother, wife, husband, children, brother or sister, mother-in-law or father-in-law, nieces or nephews. Such days shall not be cumulative from year to year.

d. One day shall be permitted for the marriage of an employee or for the marriage of any of his children. Notification of an intended exercise of this privilege must be forwarded in writing to the office of the School Business Administrator-Board Secretary at least one calendar week in advance of the day for which leave is sought. Such leave will not be cumulative from year to year.

e. Individual consideration will be given by the School Business Administrator-Board Secretary to situations of an emergency nature when the same are presented to him in writing,

although he shall retain complete discretion with respect to such requests.

2. Any employee desiring to take a leave of absence without pay from his employment shall file a written request for the same with the School Business Administrator-Board Secretary at least one calendar week in advance of the first day on which leave is sought. Any leave of absence so granted will be granted without pay, and the maximum period for such leave of absence shall be thirty (30) days. If the employee fails to report for work on the first regular work day after the termination of his leave of absence, and his continued absence is not covered by some recognized emergency, he shall be subject to immediate discharge and shall forfeit all rights under the terms of this agreement.

3. The Board agrees that it will grant to two employees designated by the Union a temporary leave without pay not to exceed three (3) days during the term of this contract for the purpose of attending a Union convention or to attend to other official Union business. Request for utilization of this privilege shall be forwarded in writing to the office of the School Business Administrator-Board Secretary at least one calendar week in advance of the day on which such leave is to begin. The request shall specify the name or names of the persons designated, the date or dates on which they will be absent and the purpose of the absence.

ARTICLE XV - VACATIONS

1. All full-time employees working a full work week shall be entitled to vacations with pay according to the schedule hereinafter set forth in this article. The Holidays enumerated in this agreement as paid holidays shall not be counted as vacation days if they fall on a regular working day during the employees vacation as scheduled by the article. The vacation schedule is as follows:

<u>Length of Continuous Service</u>	<u>Vacation Allowed</u>
Up to six months	No vacation
Six months but less than one year	One week
One year but less than five years	Two weeks
Five years but less than fifteen years	Three weeks
Fifteen years or more	Four weeks

2. All vacations for custodians, matrons, building maintenance personnel, transportation maintenance personnel, and driver-porters shall be taken and completed within the calendar months of July and August, except that up to a total of five employees in these combined categories may be permitted to take their vacation in a month other than July and August. Requests to exercise vacation leave during months other than July and August for categories previously mentioned shall be forwarded in writing to the School Business Administrator-Board Secretary at least one week in advance of the first day of the calendar month during which such leave is requested, and the same

shall be granted up to the maximum of five (5) fixed for any such month on the basis of seniority of the personnel requesting the same. Personnel employed in the categories of ground maintenance, pool maintenance and warehouse personnel shall take their vacation leave in months other than July and August.

3. All requests for vacations to be taken during the months of July and August shall be submitted in writing to the office of the School Business Administrator-Board Secretary on or before June 1 of the year in which the vacation is to be taken. Requests will be granted in the order of seniority of the employees within the district, and in the event that an employee fails to submit a written request for vacation period as set forth herein, the School Business Administrator-Board Secretary will assign his vacation period to him.

4. Vacation pay shall be paid to the employees in advance of their vacation period and shall be paid on the last regular work day prior to the commencement of said vacation, unless otherwise approved by the School Business Administrator-Board Secretary.

5. If any of the holidays set forth in the agreement occur during an employee's vacation period, he shall receive an extra day's vacation with pay which shall be the next regular work day following the expiration of his vacation period.

6. In the case of a death of any employee who is eligible for and has earned a vacation, vacation due as of the date of the employee's death will be paid to the employee's estate.

7. The School Business Administrator-Board Secretary

will post a copy of the vacation schedule for the months of July and August in each school and in the central office of the Board of Education on or before June 20 each year.

8. Computation of vacation eligibility shall be as of June 1 of each year. Employees who are discharged or who resign shall be paid for vacation time earned during the period of their employment on a pro-rated basis.

ARTICLE XVI - WORKING HOURS

1. A regular work day shall be composed of eight (8) hours and a regular work week of five (5) days commencing on Monday and terminating on Friday, except that where employees' regularly assigned work hours begin on Friday and in the normal course extend beyond midnight of that day, he shall be regarded as working a regular work week.

2. Each employee working a regular work day shall receive a one-half hour lunch period upon the completion of his first four (4) hours of work. In addition, each such employee shall be entitled to a fifteen (15) minutes break after the first two hours of work in the morning and a second fifteen (15) minutes break after his first two hours of work in the afternoon.

3. Every employee hired on a full-time basis to work a regular work week shall be guaranteed a minimum of eight (8) hours of work with pay on each regular work day. "A regular day's pay" shall be the sum equivalent to eight hours pay at the employee's regular, straight-time hourly rate according to his classification.

4. All employees are entitled to prior notice as to when they are to report for work. Any employee who has been told to report to work by a duly-authorized supervisor and who is not given work when he so reports shall nevertheless be entitled to a minimum of four hours pay for the day on which he reported.

5. Any employee working a day shift who is unable to report to work will notify his immediate supervisor or the Board office of such inability before 8:00 o'clock a. m. of that day. Any employee working a night shift who is unable to report for work shall similarly notify his immediate supervisor or the Board office of said inability before 12:00 o'clock p. m. of the day on which his shift begins. Any employee who fails to comply with these notice provisions, except where conditions beyond the employee's control prevent the same, shall not be paid for the day's absence. The employee shall likewise be required to notify his immediate supervisor or the Board office of his intention to return to work before the same hour as set forth above, and if he fails to do so, the Board shall incur no obligation to him for the day on which he reports to work.

ARTICLE XVII - WORKING CONDITIONS

1. The Board agrees to provide its employees with three uniforms per year. Every employee shall be required to be in uniform while on duty. Any employee who appears for work not in uniform without having secured the prior written permission of the School Business Administrator-Board Secretary may be sent home without pay. The Board does not expect any employee to operate any

equipment or vehicle that is not in proper and safe operating order. In the event that any employee deems any equipment or vehicle to be in an unsafe condition, he shall immediately notify the office of the Director of Plant Facilities. The Director of Plant Facilities shall then inspect the equipment or vehicle, and if he determines the same to be in safe operating condition, the employee shall utilize the same for any task that he was directed to perform. Any equipment or vehicle which may be designated by the Director of Plant Facilities as unsafe shall be appropriately tagged by said Director so that it cannot be used by other employees until appropriate adjustments have been made.

2. Employees shall at the end of their respective shifts report all equipment defects which are not of an emergency nature in writing to their Director of Plant Facilities by leaving the same in a container at their respective facility which will be designated for such purpose. The report shall be furnished in writing and duplicate copies thereof may be prepared if the employee desires to retain the same.

3. Each employee shall be obligated upon termination of his employment to return all uniforms or other equipment furnished to him by the Board, and in the event of his failure to do so, a deduction may be made from any compensation payable to the employee equivalent to the reasonable value of said uniforms or equipment.

4. The Board agrees that it will install heaters and defrosters on all motor vehicles to be operated by employees in the unit.

ARTICLE XVIII - DEFENSE OF LEGAL ACTIONS

1. Whenever any civil action has been or shall be brought against any employee in the unit for any act or omission arising out of and in the course of the performance of his duties, the Board agrees to defray all costs of defending such action, including reasonable counsel fees and expenses, together with costs of appeal, if any, and shall save harmless and protect such person from any financial loss resulting therefrom provided, however, that the Board retains the right to designate the legal counsel who will so represent the employee and to control the course of said litigation.

2. In the event that any criminal action may be instituted against any employee for any act or omission arising out of and in the course of the performance of his duties which proceeding is dismissed or terminated with a final disposition in favor of the employee so accused, the Board agrees that it will reimburse said employee for the reasonable cost of defending such proceeding, including reasonable counsel fees and reasonable expenses incident to the hearing, trial or appeal.

3. Any employee involved in an accident arising out of or during the course of his employment shall immediately report said accident and any physical injury sustained therein to himself or to any other person. This report shall be made to the employee's

immediate supervisor and shall be reduced to writing by the employee before going off duty or as soon thereafter as reasonably practicable. The failure of any employee to comply with this provision shall render him subject to appropriate disciplinary action by the Board.

4. When an employee is required to appear in any court to testify on behalf of the Board with respect to any event arising out of or occurring during the course of his employment, the employee shall be reimbursed by the Board for any pay which he would have earned in the Board's employ during the period in question.

5. The Board agrees to maintain appropriate workman's compensation insurance coverage as required under New Jersey law.

ARTICLE XIX - PHYSICAL EXAMINATIONS

All employees of the Board shall be required to undergo an annual physical examination, the scope of which shall be in accordance with the rules promulgated by the Office of the State Commissioner of Education. The examination shall be at the expense of the Board and shall be conducted by a physician designated by the Board to make the examination. All examinations shall be conducted on the employee's time. The Board further reserves the right to require additional individual physical or psychiatric examinations of any employees whenever, in the judgment of the Board, the employee shows evidence of deviation from normal physical or mental health. Such additional examination shall likewise be at the expense of the Board, but shall be conducted on the employee's own time.

ARTICLE XX - REGISTRATION

All employees in the unit upon reporting to and leaving their respective jobs shall be required to clock-in and clock-out through the use of an automatic time clock device.

ARTICLE XXI - SENIORITY

1. Seniority shall be based upon the employee's length of continuous service with the Board on a district-wide basis, with the exception that authorized leaves of absence granted by the Board shall not be deemed to disrupt continuity of service, nor shall they be computed as periods of service when determining one's seniority.

2. An employee's seniority shall be computed from the day on which he signs a contract of employment with the Board.

3. The Board agrees to compute and maintain a seniority list of all employees in this bargaining unit indicating the date on which each was hired. A copy of the initial list so prepared by the Board will be furnished to the Union within 30 days after the date on which this agreement is executed, and a revised list will be submitted to the Union by the Board on an annual basis thereafter.

4. An employee who is laid off shall be given either one month's prior notice of such lay-off or one month's pay in lieu of the same by the Board. For recall purposes, laid-off employees shall be notified by certified mail directed to their last known address and they will be expected to report as directed. In case of inability to do so, they will be given an additional five days within which to report provided they file an immediate request for the same in writing with

the School Business Administrator-Board Secretary. Employees who are unable to report within this five day period because of illness or physical disability will be given additional time in which to report, such time not to exceed the period of such disability as substantiated by satisfactory medical evidence of the same.

5. The seniority of the employee shall be considered broken and all rights forfeited when he voluntarily leaves the service of the Board, is discharged, or he fails to return to work when recalled as outlined in paragraph 4 of this article.

6. In the distribution of overtime, first preference shall be on the basis of seniority within the classification involved at that school building. When employees in the classification and school building are unable or unwilling to perform the overtime work, second preference shall, to the extent practicable, be given to employees in the classification involved on a system-wide basis.

ARTICLE XXII- GRIEVANCE PROCEDURE

1. The following definitions are set forth for the purpose of explaining the meaning of certain terms utilized in the remainder of this article:

a. A "grievant" is a person or persons making a claim cognizable under the terms of this article.

b. A "grievance" is defined to mean a claim by an employee that as to him there has been an improper interpretation, application or violation of this agreement, or a claim with respect

to some working condition which directly affects the grievant.

c. A "day" is defined to mean a regular working day.

2. The purpose of this procedure is to procure equitable and proper solutions of grievances at the lowest possible level.

3. Any employee shall have the right to file a grievance pursuant to this procedure within thirty (30) days after the occurrence of the event producing the grievance or within thirty (30) days from the date on which the employee should have known of the occurrence which allegedly resulted in the grievance.

4. Any employee within the unit has the right in the prosecution of a grievance under this procedure to represent himself, to be represented by his attorney, or to be represented by the Union. In the event that an employee elects not to be represented by the Union in the prosecution of a grievance, the Union shall have the right, commencing with Step 3 as hereinafter set forth, and at all subsequent steps, to submit a written statement of its position with respect to the grievance.

5. The time limitations set forth for processing of various steps in the grievance procedure hereinafter specified shall be regarded as maximum limits, and every effort shall be made to process all grievances as expeditiously as possible within those maximum time limitations:

6. The procedure by which grievances are to be prosecuted is as follows:

a. Step 1 - The aggrieved employee, with or without the Union representative, shall first present his grievance to, and discuss the same informally with, his immediate supervisor who will attempt to resolve it. The supervisor shall be allowed a maximum period of three (3) days after presentation of a grievance to him to study the problem and advise the grievant of his determination.

b. Step 2 - If the grievance is not resolved satisfactorily with the immediate supervisor, the aggrieved employee shall have three (3) days after the receipt of the latter's decision within which to present his grievance in writing to the Director of Plant Facilities. The presentation of the grievance shall indicate the nature of the complaint and the specific facts that the grievant considers to be relevant to its resolution. The Director of Plant Facilities shall render a written decision with respect to the grievance within three (3) days of his receipt of the formal written presentation.

c. Step 3 - If the grievant is not satisfied with the decision rendered pursuant to Step 2, he may within three (3) days of the receipt of the decision of the Director of Plant Facilities make a formal written appeal of that decision to the School Business Administrator-Board Secretary, with notice of the same by way of copy of his appeal to be given to his immediate supervisor and to the Director of Plant Facilities. It shall be sufficient for this purpose if the grievant submits to the School Business Administrator-Board Secretary a copy of his original grievance with the written notation of his desire to appeal the decision made with respect to the same

by the Director of Plant Facilities. The immediate supervisor involved and the Director of Plant Facilities shall then file written reports with respect to their decisions at the earlier steps with the School Business Administrator-Board Secretary. The School Business Administrator-Board Secretary shall render a written decision with respect to the grievance within five (5) days from the date on which he received formal written appeal.

d. Step 4.- If the employee is not satisfied with the decision rendered in Step 3, he may within ten (10) days of the receipt of the decision of the School Business Administrator-Board Secretary file an appeal from that decision in writing directly to the Board of Education by serving a notice of such appeal upon the School Business Administrator-Board Secretary. It shall be sufficient notice if the employee serves upon the School Business Administrator-Board Secretary a copy of his original grievance with written notice of his intention to appeal the decision rendered thereon by the School Business Administrator-Board Secretary to the Board of Education. The latter officer shall present a statement of the grievance together with the written reports previously filed with him and a copy of his own written decision in the matter to the Board of Education for its determination. The Board shall render a written decision with respect to the grievance within ten (10) days after the date on which the appeal was filed with it.

e. Step 5 - If the employee is still aggrieved by the position of the Board, he may within ten (10) days after the

rendering of that decision register his dissatisfaction by serving a written request upon the Board through the office of the School Business Administrator-Board Secretary that the matter be submitted to arbitration. Upon the filing of that request, the matter shall be so submitted to arbitration in accordance with the prevailing rules of the American Arbitration Association to whom the grievance shall be presented for consideration. The cost of said arbitration proceedings shall be shared equally by the appellant and the Board. The decision of the arbitrator with respect to the issue presented shall be final and binding upon all parties.

7. In the administration of the aforementioned grievance procedure, failure at any one step of this procedure of one charged with the responsibility of rendering a decision to do so within the specified time limits shall permit the aggrieved party to proceed immediately to the next step. The failure to any step of this procedure to appeal a grievance to the next step within the specified time limits shall be deemed to be acceptance of the decision rendered in that step, and that decision will be a final determination of the grievance. As previously indicated, when the employee processing a grievance is not represented by the Union, the Union shall have the right to state its views with respect to the grievance at all steps of the procedure. In all cases in which the grievant is represented by the Union, the Union shall be considered the appellant for purposes of implementing the cost provisions of paragraph 6 hereof, and in all cases in which the grievant is not represented by the Union, he shall individually be

considered as the appellant for the same purpose.

ARTICLE XXIII - LEAD CUSTODIANS

1. Parties hereto recognize the fact that the continued existence of the "lead custodian" classification was an issue which was extremely troublesome during the course of these negotiations and which was not definitively resolved therein. In view of this fact, the parties agreed to continue with present practice with respect to said position during the term of this contract. If, however, prior to the expiration of this contract, but not earlier than December 1, 1970, the Board is not satisfied with the operation of this agreement with respect to the performance of lead custodians, it shall have the right to notify the Union in writing of its intent to renegotiate that issue. If the parties cannot successfully resolve this issue through negotiation, the same shall be submitted to a final and binding arbitration and in this matter only the parties specifically agree the arbitrator to whom the issue will be submitted shall be Mr. Charles Sobol. In the event that Mr. Sobol shall at the time of presentation of the matter for his consideration be physically incapacitated or otherwise unable to hear the matter, arbitration of that issue shall proceed in the same manner as in the final step of the grievance procedure set forth in this agreement.

ARTICLE XXIV - PART-TIME EMPLOYEES

1. The parties hereto recognize that there are, and may in the future be, a number of employees in the unit who are

employed on a part-time basis. Said employees shall be compensated in accordance with the applicable salary guides set forth in Schedule A, with their salaries to be pro-rated in accordance with the respective periods of time for which they are employed. All other benefits set forth herein with respect to over-time and/or stand-by pay, sick leave, holidays, other paid absences, job-related injury payments, and leaves of absence provisions shall be similarly pro-rated. All such employees shall be entitled to vacations in accordance with the provisions of Article XV hereof but at their applicable rate of pay as adjusted in accordance with the terms of this article.

2. It is also recognized by the parties that for periods of time during the summer months of June through September certain additional part-time employees are hired on an hourly basis. Personnel so employed shall not be entitled to receive, in addition to their compensation, any of the benefits listed herein with respect to health insurance, sick leave, other paid absences, vacations or unpaid leaves of absence. When parties are so hired on an hourly basis, the applicable hourly rate shall be \$2.10 per hour.


ARTICLE XXV - DURATION OF AGREEMENT

This agreement shall become effective as of the date on which it is executed and shall extend from that date until December 31, 1970, subject to the right of the parties to negotiate for a successor agreement, which negotiations shall commence no later than November 1, 1970.

IN WITNESS WHEREOF, the parties hereto have caused
the hands of their respective officers and the seals of their respective
organizations to be affixed hereto on this 13 day of March 1970.

BOARD OF EDUCATION OF THE
TOWNSHIP OF WILLINGBORO

NATIONAL INDUSTRIAL WORKERS
UNION


B. F. Dattilo, President

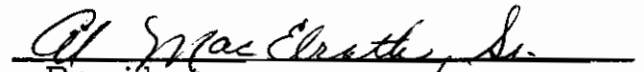

National Executive Secretary-Treasurer


Elmer F. Corda, Secretary



Local Business Representative


NATIONAL INDUSTRIAL WORKERS
UNION LOCAL OFFICERS

(SEAL)


President

Vice-President


Secretary


Treasurer

(SEAL)

EXHIBIT A - SALARY GUIDES

	<u>Custodian</u>
1.	\$4,600
2.	\$4,725
3.	\$4,850
4.	\$4,975
5.	\$5,100
6.	\$5,225
7.	\$5,350
8.	\$5,475

	<u>Lead Custodian (2-5 men)</u>
1.	\$5,400
2.	\$5,525
3.	\$5,650
4.	\$5,775
5.	\$5,900
6.	\$6,025
7.	\$6,150
8.	\$6,275

	<u>Lead Custodian (6-10 men)</u>
1.	\$5,600
2.	\$5,725
3.	\$5,850
4.	\$5,975
5.	\$6,100
6.	\$6,225
7.	\$6,350
8.	\$6,475

	<u>Lead Custodian (11-15 men)</u>
1.	\$6,000
2.	\$6,125
3.	\$6,250
4.	\$6,375
5.	\$6,500
6.	\$6,625
7.	\$6,750
8.	\$6,875

Building Maintenance, Pool
Maintenance and Transportation
Maintenance (Mechanic)

1.	\$6,400
2.	\$6,600
3.	\$6,800
4.	\$7,000
5.	\$7,200
6.	\$7,400
7.	\$7,600
8.	\$7,800

	<u>Matrons</u>
1.	\$3,900
2.	\$4,025
3.	\$4,150
4.	\$4,275
5.	\$4,400
6.	\$4,525
7.	\$4,650
8.	\$4,775

Grounds Maintenance

1.	\$5,600
2.	\$5,725
3.	\$5,850
4.	\$5,975
5.	\$6,100
6.	\$6,225
7.	\$6,350
8.	\$6,475

Porter-Driver

1.	\$5,900
2.	\$6,025
3.	\$6,150
4.	\$6,275
5.	\$6,400
6.	\$6,525
7.	\$6,650
8.	\$6,775

<u>Assistant Driver-Porter</u>	
1.	\$5,525
2.	\$5,650
3.	\$5,775
4.	\$5,900
5.	\$6,025
6.	\$6,150
7.	\$6,275
8.	\$6,400

<u>Warehouse Clerk</u>	
1.	\$5,000
2.	\$5,250
3.	\$5,500
4.	\$5,750
5.	\$6,000
6.	\$6,250
7.	\$6,500
8.	\$6,750