

**AGREEMENT BETWEEN
WOODBRIIDGE TOWNSHIP BOARD OF
EDUCATION**

AND

**LOCAL #1005 - PAINTER
EMPLOYEES**

**LOCAL #1006 - CARPENTER
EMPLOYEES**

**LOCAL #9 - PLUMBER
EMPLOYEES**

**LOCAL #1158 - ELECTRICAL
EMPLOYEES**

FOR THE PERIOD FROM

JULY 1, 2003

TO

JUNE 30, 2006

PRINTED MAY 26, 2004

**THIS AGREEMENT SUPERCEDES
ANY AND ALL PRIOR AGREEMENTS
BETWEEN THE PARTIES**

**WOODBRIIDGE TOWNSHIP
BOARD OF EDUCATION**
P.O. Box 428, School Street
Woodbridge, New Jersey 07095

Thomas Skip Garley, President
Pat Hardiman, Vice President

Diane C. Acquisto Lewis C. Huber
Jacquelyn Bianchi Judy Leidner
Joyce Grehl Lawrence G. Miloscia
John C. Regep

Superintendent of SchoolsVincent S. Smith
Business Administrator/
Board Secretary.....Dennis DeMarino

TRADESMEN

Local #1005.....Painter Employees
Local #1006.....Carpenter Employees
Local #9.....Plumber Employees
Local #1158.....Electrical Employees

**Tradesmen
Negotiations Team**

Gene HallockCarpenters
Salvatore Mauro.....Plumbers
Roy Malyar.....Painters
John SisolakElectricians

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AGREEMENT BETWEEN
WOODBRIDGE TOWNSHIP BOARD OF EDUCATION

and

LOCAL #1005
LOCAL #1006
LOCAL #9
LOCAL #1158

PAINTER EMPLOYEES
CARPENTER EMPLOYEES
PLUMBER EMPLOYEES
ELECTRICAL EMPLOYEES

**ARTICLE I
SALARIES**

A. Pay Rate - Hourly

	<u>2003-2004</u>	<u>2004-2005</u>	<u>2005-2006</u>
	2.5% increase	3.125% increase	3.25% increase
Painters	\$31.14	\$32.11	\$33.16
Foreman	\$33.12	\$34.15	\$35.26
Carpenters	\$32.19	\$33.19	\$34.27
Foreman	\$34.19	\$35.26	\$36.41
Plumbers	\$34.42	\$35.50	\$36.65
Foreman	\$36.41	\$37.55	\$38.77
Electricians	\$37.29	\$38.46	\$39.71
Foreman	\$39.31	\$40.54	\$41.86

B. Supermaximum

Tradesmen who have completed twenty (20) years of service for the Board shall be paid a supermaximum of \$1154 as set forth below:

1. \$577 in the 21st year.
2. \$577 in the 22nd year.

C. Overtime

1. An overtime rate of time and one-half shall be paid for overtime work required before and/or after regular shifts and on Saturdays. An overtime rate of double time shall be paid for hours worked on Sundays or holidays in accordance with Article IV, Holidays.
2. To the extent practical, and without prejudice to the Board's right to assign and deploy personnel, overtime work shall be equally divided.
3. There shall be a monthly overtime list for each Trade posted by the foreman for each Trade.

D. Call-in Time

When an employee is called to work at a time other than his/her regular shift, s/he shall be guaranteed a minimum of two hours' pay, even if such time-work requirement is of a lesser duration.

E. Substitute Foreman

Any employee of the bargaining unit fulfilling the responsibilities of a foreman whenever the regular foreman is away from his/her duties shall receive the foreman's rate of pay effective the first day of such assignment.

F. Transportation

1. When Board-supplied transportation is not available, and where no other provisions for payment are stipulated, all personnel covered by this contract who are required to use their own vehicles for school business and have received prior approval for such use shall be compensated at the rate of thirty-one (31) cents per mile.
2. Employee vehicles are not to be used for transporting materials for use on the job.

G. Work Hours

- District tradesmen shall cover the hours of 7:00 a.m. to 4:30 p.m. All trades shall have at least one representative working in the district until 4:30 p.m. All foremen will work the rotating schedule described below with the other workers in his trade.
- There are five carpenter tradesmen covered by this agreement. Four carpenter tradesmen shall be required to work from 7:00 a.m. to 3:30 p.m. with one half hour lunch and 15 minutes on-site "wash-up" time from 3:15 to 3:30 p.m. Any carpenter tradesman who works this shift shall remain in the district until 3:30 p.m. One carpenter tradesman shall be required to

work from 7:30 a.m. to 4:30 p.m. with one hour lunch and 15 minutes on-site “wash-up” time from 4:15 to 4:30 p.m. Any carpenter tradesman who works this latter shift shall remain in the district until 4:30 p.m.

- There are three electrician tradesmen covered by this agreement. Two electrician tradesmen shall be required to work from 7:00 a.m. to 3:30 p.m. with one half hour lunch and 15 minutes on-site “wash-up” time from 3:15 to 3:30 p.m. Any electrician tradesman who works this shift shall remain in the district until 3:30 p.m.. One electrician tradesman shall be required to work from 7:30 a.m. to 4:30 p.m. with one hour lunch and 15 minutes on-site “wash-up” time from 4:15 to 4:30 p.m. Any electrician tradesman who works this latter shift shall remain in the district until 4:30 p.m.
- There are three painters covered by this agreement. Two painter tradesmen shall be required to work from 7:00 a.m. to 3:30 p.m. with one half hour lunch and 15 minutes on-site “wash-up” time from 3:15 to 3:30 p.m. Any painter tradesman who works this shift shall remain in the district until 3:30 p.m.. One painter tradesman shall be required to work from 7:30 a.m. to 4:30 p.m. with one hour lunch and 15 minutes on-site “wash-up” time from 4:15 to 4:30 p.m. Any painter tradesman who works this latter shift shall remain in the district until 4:30 p.m.
- There are two plumbers covered by this agreement. One plumber tradesman shall be required to work from 7:00 a.m. to 3:30 p.m. with one half hour lunch and 15 minutes on-site “wash-up” time from 3:15 to 3:30 p.m. The plumber tradesman who works this shift shall remain in the district until 3:30 p.m.. One plumber tradesman shall be required to work from 7:30 a.m. to 4:30 p.m. with one hour lunch and 15 minutes on-site “wash-up” time from 4:15 to 4:30 p.m. The plumber tradesman who works this latter shift shall remain in the district until 4:30 p.m.
- If the Board hires a third plumber, that plumber shall alternate shifts, 7:00 a.m. to 3:30 p.m. and/or 7:30 a.m. to 4:30 p.m., with the current plumber, non-foreman.
- All tradesmen will work the 7:00 a.m. to 3:30 p.m. shift during summer recess, on holidays and on early dismissal days.
- Tradesmen will not work through lunch or leave work early without the approval of the School Business Administrator/Board Secretary.
- Any other tradesmen hired by the Board shall work schedules consistent with the work schedules identified in this provision.

**ARTICLE II
WORK CLOTHES**

- A. Upon initial employment, and each July 1 thereafter, the employee shall be reimbursed \$100.00 for the purchase of the employee's own work clothes, upon the presentation of receipt(s). By November 1 of every other school year, each tradesman will receive a winter style jacket.
- B. In addition to work clothes, each year Tradesmen shall be provided with a rain jacket, rain pants and rain boots which shall be defined as "foul-weather gear".
- C. Each tradesman shall be required to wear an I.D. badge and a uniform each work day.
- D. The Board shall also make available "hazardous duty gear and equipment", which shall consist of protective gloves, goggles and ventilation fans.

**ARTICLE III
TOOLS**

- A. The attached list of tools known as Exhibit A are all tools which Tradesmen are required to supply in accordance with their obligation to their respective local unions. All hand and power tools not set forth in Exhibit A shall be provided by the Board.
- B. The Board shall furnish a Gang Box or other secured facility for the overnight storage of all tools. Provided the employee stores tools in the Gang Box or other secured facility, the Board shall be responsible for the replacement of any tools lost as a result of theft, vandalism or other causes beyond the control of the employee. The Board, however, shall not be responsible for tools required to be maintained by the individual employee where the loss of or damage to those tools occurs as a result of ordinary wear and tear or negligence on the part of the employee. The Board shall have the right to instruct the employee on proper techniques for safeguarding tools. Among the instructions, the Board shall have the right to notify the employee of the following:
 - 1. Keep all Board-secured facilities locked at all times;
 - 2. Place all hand and power tools in the Gang Box and keep it locked.

The above is by way of example and not by way of limitation of the safeguarding directions which the Board may give to the employee.

**ARTICLE IV
HOLIDAYS**

- A. The following shall be paid holidays:
- | | |
|------------------|------------------------|
| New Year's Eve | Veteran's Day |
| New Year's Day | Thanksgiving Day |
| Good Friday | Day After Thanksgiving |
| Memorial Day | Christmas Eve |
| Independence Day | Christmas Day |
| Labor Day | Washington's Birthday |
| Columbus Day | Lincoln's Birthday |
| Election Day | |
- B. If holidays, as specified above, fall on a Saturday or Sunday, they will be granted on a Friday or Monday or when scheduled by the Administration.
- C. When there is an early dismissal on the school day before the Thanksgiving or Christmas recess, employees shall have a work shift of five (5) hours.

**ARTICLE V
VACATIONS**

- A. Vacation entitlement shall be determined by a common anniversary date of July 1.
- B. Employees employed as of July 1, 1996 shall be entitled to receive vacation benefits as follows:
1. Employees' entitlement for their first year of employment shall be a proration based on the number of full months worked prior to the first July 1st. New employees shall accrue one day's vacation for each full month worked prior to July 1st, not to exceed ten (10) days by the first July 1st anniversary date.
 2. Employees reaching their fifth (5th) anniversary date (July 1) shall be eligible for three weeks' vacation.
 3. Employees reaching their 11th anniversary date (July 1) shall be eligible for three weeks plus one day's vacation. For each successive anniversary date from the 11th to the 15th, the employee shall be entitled to one additional day's vacation for each year worked, so that on the 15th anniversary date of July 1, the employee shall be entitled to a maximum vacation of four (4) weeks. Employees reaching their 20th anniversary date shall be entitled to a maximum vacation of five (5) weeks annually.

4. Vacation entitlement for each employee shall be computed as indicated in the chart set forth below. The chart employs a hypothetical starting date of November 1, 1985.

<u>Date of Entitlement</u>	<u>No. of Vacation Days</u>
7/1/85	8 prorated days
7/1/86	2 weeks
7/1/87	2 weeks
7/1/88	2 weeks
7/1/89	3 weeks
7/1/90	3 weeks
7/1/91	3 weeks
7/1/92	3 weeks
7/1/93	3 weeks
7/1/94	3 weeks
7/1/95	3 weeks + one day
7/1/96	3 weeks + two days
7/1/97	3 weeks + three days
7/1/98	3 weeks + four days
7/1/99	4 weeks
7/1/00	4 weeks
7/1/01	4 weeks
7/1/02	4 weeks
7/1/03	4 weeks
7/1/04	5 weeks

- C. Under normal circumstances, all vacations shall be taken during the months of July and August. However, employees and their administrative supervisors may, by mutual agreement, arrange for vacations at times other than July and August. Final approval for such an arrangement must come from the Office for Personnel Services.
- D. If, due to extraordinary circumstances, some portion of an employee's vacation entitlement is not taken within the calendar year, the employee may request, in writing, permission from the Assistant Superintendent for Personnel Services to take the unused vacation entitlement by January 1 of the next school year. If such circumstances prevail that the employee is unable to take those unused days or portion thereof by January 1 of the next school year, the employee may request payment for the unused vacation days at his/her regular rate of pay. Such payment should be made as promptly after the request as possible, but no later than six weeks.
- E. Vacation entitlement shall be based upon total service in the Woodbridge Township School District.

**ARTICLE VI
LEAVES OF ABSENCE**

A. Sick Leave

1. Each Tradesman will receive, without loss of pay, fourteen (14) days leave per year for personal illness which are accumulative.
2. Twenty (20) days leave per year without loss of pay for personal illness which are non-accumulative shall only be available to Tradesmen whose absence is caused by one of the following:
 - (a) Childbirth
 - (b) Hospitalization or other confinement to a medical facility.
 - (c) A serious injury or illness which is supported by medical verification.

Use of the twenty (20) non-accumulative sick days will be upon petition by the employee to the Office for Personnel Services. In any instance that the Assistant Superintendent for Personnel disputes eligibility for use of the twenty (20) non-accumulative sick days, the matter shall be referred to a standing committee for disposition. The committee shall be composed of four members, two of whom shall be appointed by the Board and two of whom shall be appointed by the Tradesmen. In the event that the committee cannot agree on a case, the case shall be submitted in writing to a medical expert for final and binding disposition. The costs of engaging the medical expert shall be shared equally by the Board and the Tradesmen.

3. Use of sick days shall be applied as follows: If an employee has been continuously employed in the school system for five (5) years and had accumulated fifty (50) days leave without pay deduction for personal illness, and now such employee becomes ill for one hundred (100) days, the employee's sick leave days shall be used in the following manner and sequence:
 - (a) The fourteen (14) accumulative sick leave days allowed for the current school year shall be used;
 - (b) The fifty (50) sick leave days which had been previously accumulated shall be used; and
 - (c) The twenty (20) non-accumulative sick leave days, if allowed for the current school year, shall be used, at which point the employee is no longer entitled to sick leave days without pay deduction. When the employee has used all of his/her sick days, the employee may then request the Board to pay such employee each day's salary less the pay of a substitute in accordance with the provisions of N.J.S.A. 18A:30-6. The decision as to whether such request will

be granted and the extent of any such grant shall be at the sole discretion of the Board.

4. The total number of sick leave days without loss of pay for personal illness which may be accumulated by an employee while continuously employed in the Woodbridge Township School District is unlimited, except that not more than fifteen (15) sick leave days, which would include any unused personal days which can be carried over as sick leave days, may be accumulated in any one year.
5. Employees who are continuously employed, but whose employment is for fewer hours daily or for fewer days per week than would be required for full-time employment, shall be entitled to prorated leave of absence benefits as described in this Article.

B. Physician's Certificate

In accordance with N.J.S.A. 18A:30-4, in cases of sick leave claimed, the Board may require a physician's certificate to be filed with the Business Administrator/Board Secretary. If such certification is required, the employee shall be notified.

C. Absence Due to Illness

1. No reduction in pay shall be made for any accumulated sick days to which an employee is entitled, except as may be delineated elsewhere in this Agreement.
2. All employees shall have the right to notify the District of their use of sick leave by means of a tape machine until one (1) hour before their starting time.

D. Accounting of Accumulated Leave

The Board will make available to each employee an annual accounting of accumulated sick leave by September 30th, if at all possible, but no later than October 31.

E. Supplemental Compensation

Tradesmen who retire under a state administered retirement system with at least ten (10) years of pension credit shall be entitled upon retirement to supplemental compensation for accumulated sick leave days credited to such employees as of the last day of employment. Supplemental compensation shall be payable to eligible employees in a lump sum as follows:

1. A retiring employee with up to ninety-nine days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental

compensation equal to fifteen (15) percent of his/her daily salary rate for each day of accumulated sick leave, not to exceed \$175.00 per accumulated sick day and not to exceed a total of \$15,000.

2. A retiring employee with at least one hundred (100) but not more than one hundred forty-nine (149) days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation equal to thirty (30) percent of his/her daily salary rate for each day of accumulated sick leave, not to exceed \$175.00 per accumulated sick day and not to exceed a total of \$15,000.
3. A retiring employee with at least one hundred fifty (150) but not more than one hundred ninety-nine (199) days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation equal to forty-five (45) percent of his/her daily salary rate for each day of accumulated sick leave, not to exceed \$175.00 per accumulated sick day and not to exceed a total of \$15,000.
4. A retiring employee with two hundred (200) but not more than two hundred forty-nine (249) days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation equal to sixty (60) percent of his/her daily salary rate for each day of accumulated sick leave, not to exceed \$175.00 per accumulated sick day and not to exceed a total of \$15,000.
5. A retiring employee with at least two hundred fifty (250) but not more than two hundred ninety-nine days of accumulated sick leave at the time of retirement shall be entitled to payment of supplemental compensation equal to seventy-five (75) percent of his/her daily salary rate for each day of accumulated sick leave, not to exceed \$175.00 per accumulated sick day and not to exceed a total of \$15,000.
6. A retiring employee with three hundred (300) or more days of accumulated sick leave at the time of retirement shall be entitled to one hundred (100) percent of his/her daily salary rate for each day of accumulated sick leave, not to exceed \$175.00 per accumulated sick day and not to exceed a total of \$15,000.

For example: Twelve month employees shall have their daily rate computed by multiplying their final year's salary by 1/240th. Therefore, if a 12-month employee, upon retirement, earned \$50,000 in the last year of employment and had accumulated 100 sick leave days, he/she would be entitled to supplemental compensation of \$6,250 computed in the following manner:

(a)	$\$50,000 \times 1/240^{\text{th}}$	=	\$208.33 daily rate
(b)	30% of \$208.33	=	\$62.50

(c) $\$62.50 \times 100 \text{ days} = \$6,250$

However, if a twelve-month employee, upon retirement, earned \$50,000 in the last year of employment and had accumulated 200 sick days, he/she would be entitled to a supplemental compensation of \$15,000 computed in the following manner:

- (a) $\$50,000 \times 1/240^{\text{th}} = \$208.33 \text{ daily rate}$
- (b) $60\% \text{ of } \$208.33 = \125.00
- (c) $\$125.00 \times 200 \text{ days} = \$25,000$
- (d) \$15,000 limit.

7. All employees hired on or after July 1, 1993 shall receive Supplemental Compensation benefits in accordance with the provisions above, except that the value of the days accumulated shall be based upon the rate of pay in effect for that employee in the year in which the sick days were accumulated. Further, for the purpose of establishing Supplemental Compensation, when accumulated sick days are used by employees hired on or after July 1, 1993, the days accumulated at the highest salary shall be deducted first.

F. Payment of Supplemental Compensation

1. The lump sum supplemental compensation payment will be made by the Board no later than August 1 of the school year subsequent to the school year in which the last day of employment was rendered, provided that notification of retirement is given to the Superintendent of Schools on or before December 1 of the school year in which the last day of employment is to be rendered. In the event that timely notice is not given, the lump sum supplemental compensation payment shall still be due and owing. If, however, payment of same presents a fiscal difficulty to the Board, then the Board may delay payment of the supplemental compensation, but in no event may payment be delayed later than August 1 of the year following the August 1 it would have been paid if timely notice had been given.
2. In the event of the death of an employee who meets the requirements for compensation provided by this Article, the estate of the deceased employee shall be entitled to the above benefits.
3. Any employee who is eligible for a disability retirement from the Public Employees Retirement System and elects to retire prior to the exhaustion of accumulated sick leave shall receive compensation at the applicable rate in accordance with Section B. for all accumulated sick leave based on his/her salary at the time of retirement in a lump sum immediately upon retirement.

4. At the option of the retiring employee, the cash value of supplemental compensation that is due and owing to him/her at the time of retirement may be converted into a credit for the purchase of health benefits during retirement.

G. Death in Family

1. Up to five (5) work days absence with pay shall be allowed for death in the immediate family. Immediate family shall mean: husband, wife, children, mother, father, sister, brother, father-in-law, mother-in-law, and grandparent or any other relative residing in the same household.
2. Up to two (2) work days absence with pay shall be allowed for death of aunt, uncle, cousin, niece, nephew, son-in-law, daughter-in-law or grandchild, except for attendance at out of state services, in which case it shall be for three (3) days.
3. One work day absence with pay shall be allowed for the death of brother-in-law, sister-in-law, spouse's grandparent or aunt or uncle by marriage.
4. Bereavement leave of absence shall be taken reasonably proximate to the time of death of the relative.

H. Personal Days

1. Employees shall be entitled to three (3) personal days of absence without loss of pay during any one (1) school year for personal reasons under the following conditions:
 - a. No personal days shall be allowed, unless for religious holidays, when such days are taken during the first three (3) or last three (3) days of the school year, or the first day immediately preceding, or the first day immediately following, a school recess or vacation, except that the Superintendent may, in his/her discretion, allow a change in this provision. The decision of the Superintendent shall be final, however, and shall not be subject to a grievance.
 - b. Any employee desiring a personal day is to advise the principal of the building to which s/he is assigned at least two (2) school days in advance of the time that s/he will be absent.
 - c. In case of emergency, the two day notification requirement for a personal day is waived.
2. Employees requesting personal days shall do so on the form designated for this purpose (shown as Exhibit B). Copies of the completed form requesting personal days shall be forwarded to the Assistant

Superintendent for Personnel Services, and records of such requests shall be kept in each employee's central personnel file.

3. Employees may, on occasion, because of unanticipated events or emergencies, require the use of personal days beyond their three allocated personal days. In such cases, the employees involved may apply for additional unpaid personal days through the Assistant Superintendent for Personnel Services.
4. Unused personal days shall be converted into accumulative sick days on an annual basis.

I. Workers Compensation

1. An employee absent from school as a result of personal injury caused by an assault arising out of and in the course of his/her employment and compensable under New Jersey Workers' Compensation laws shall be paid his/her full salary for the period of such absence up to one (1) calendar year without having such absence charged to the annual sick leave or accumulated sick leave. Any amount of salary payable pursuant to this Section shall be reduced by the amount of any Worker's Compensation award for temporary disability due to the said assault or injury for the period for which such salary is paid. The Board shall have the right to have the employee examined by a physician designated by the Board for the purpose of establishing the length of time during which the employee is temporarily disabled from performing his/her duties; and, in the event that there is no adjudication in the appropriate Workers' Compensation proceeding for the period of temporary disability, the opinion of the said physician as to the said period shall control.
2. When absence arises out of or from such assault or injury, the employee shall not forfeit any sick leave or personal leave to the extent permissible by law.

ARTICLE VII INSURANCE PROTECTION

A. Health Insurance and HMO Option for the school years 2003-2004, 2004-2005, and 2005-2006.

1. The Board will pay for the full cost of Hospitalization, Medical Surgical and Major Medical Insurance for employees and their dependents, including laboratory and X-Ray exam benefits (unlimited X-Ray benefits) and a \$1,000,000 limit under the Major Medical coverage. Coverage includes the full cost of all hospital extras, including anesthesiology. However, new hires, effective July 1, 1997, shall receive employee only health benefits coverage without contribution for their first three (3) years of employment in the district. After completing three (3) years of

employment in the district, they shall receive employee and dependent health benefits without contribution, except as otherwise required by the Agreement. Employees affected by this paragraph shall be entitled to pay the premiums for dependent health benefits coverage. An IRS Section 125 plan shall be established by the Board to permit payment of premiums on a pre-tax basis.

2. The surgical schedule shall be the same as the surgical schedule of the State Health Benefits Plan.
3. The Major Medical deductibles shall be \$100.00 each for any two family members and \$100.00 for a single member, after which reimbursement is at 80%. Single or family members covered by this basic health insurance coverage will not have to pay more than \$400 per year out-of-pocket under this Major Medical coverage. Once \$2,000 in eligible expenses is reached in any given year, Major Medical will reimburse at the rate of 100%.
4. The procedure for pre-certification of in-patient hospitalization shall continue in effect.
5. The traditional indemnity health benefits plan shall remain the basic plan provided by the Board. Effective no later than January 1, 1998, all employees who receive health benefits shall have the option of electing coverage under the "Point of Service" (POS) plan. Employees who take the POS option shall receive 40% of the premium savings in a Flexible Spending Account, to be established under IRS Section 125.
6. Coverage for out-patient mental health care shall be eighty dollars (\$80.00) per session and one thousand five hundred dollars (\$1500) per year.
7. Employees shall have the option to join either a group practice HMO or an individual practice HMO. If the employee opts for HMO coverage for total health benefits, the Board contribution per employee shall be for no more than the cost of conventional coverage.
8. All coverages provided shall continue in force and effect, except to the extent that they are amended by the contract language set forth in this Article. This shall not, however, restrict modifications to contract benefits which are mandated by state or federal law. Any compliance with the requirements of state or federal law shall be implemented immediately without the necessity of negotiations between the parties.

B. Prescription Plan

The Board will provide a prescription plan for all employees and their dependents, as limited by paragraph A.1 above. Upon ratification of the

Agreement, the co-payment for over the counter brand name prescription drugs shall be fourteen dollars (\$14.00) and the co-payment for over the counter generic prescription drugs shall be seven dollars (\$7.00). The co-payment for mail order brand name prescription drugs shall be twenty dollars (\$20.00) and the co-payment for mail order generic prescription drugs shall be ten dollars (\$10.00). There will be no major medical coverage for these co-payments. Retail prescriptions will be limited to a 30 day supply; mail order maintenance prescription drugs will be limited to a 90 day supply.

C. Optical Plan

The Board will provide all Tradesmen with a program of vision care with the Board paying 100% of the insurance premium. A family plan will be made available at the option of the employee with the Board paying 75% of the cost of the premium.

D. Dental Plan

1. The Board will provide usual, customary and reasonable dental fees as per classification with no deductible for the individual employee and dependents.
2. There shall be a one hundred dollars (\$100.00) individual, two hundred dollars (\$200.00) family annual deductible on coverage of all basic and major restorative dental procedures. There shall be a maximum annual limit on dental coverage of one thousand five hundred dollars (\$1500.00) per person. There shall be a maximum lifetime orthodontic benefit of one thousand dollars (\$1000.00).

E. Insurance Waiver Option

All Tradesmen shall be offered the option of waiving all health insurance benefits as set forth in this Agreement. Any Tradesman who executes an appropriate waiver provided by the Board will, for the school year to which the waiver applies, receive a lump sum check on the July 1 following the conclusion of that school year in the amount of two thousand dollars (\$2,000) for the family plan or twelve hundred dollars (\$1,200) for the single plan. Once an employee makes an election to waive insurance coverage, he/she may not return at any time during that year. Employees hired during the year who elect not to take coverage shall have the above payments prorated.

F. Employee Assistance Plan

The Board will provide an Employee Assistance Plan for all employees.

**ARTICLE VIII
GRIEVANCE PROCEDURE**

The parties hereby agree that there shall be no lockout on the part of the employer and there shall be no strikes, work stoppages, picketing or slow-downs of any kind, including any threats thereof, engaged in by the Tradesmen. All questions or grievances involving the interpretation and application of this Agreement shall be handled under the following procedures:

- Step I: At a meeting between the Supervisor of Buildings and Grounds and the Shop Steward as soon as practical, but in no even later than three (3) working days after the occurrence of the facts constituting the basis of the grievance. Failure to raise any grievance within the foregoing time limit shall conclusively resolve the grievance in favor of the Board.
- Step II: If not resolved pursuant to Step I, then at a meeting between a representative of the Tradesmen and the Superintendent of Schools or his/her designee. This meeting should be arranged as soon as practical, but in no even later than five (5) working days after the conclusion of Step I.
- Step III: If the Tradesman submitting the grievance is not satisfied with the disposition of his/her grievance after having discussed it with the Superintendent of Schools, or if no decision has been rendered by the Superintendent within ten school days after the Superintendent heard the grievance, the Tradesman may request that the Union submit the grievance to the Board of Education within five (5) working days of such date that the Superintendent's decision was due. The Board, or a committee thereof, shall review the grievance and hold a hearing with the employee as expeditiously as possible and render a decision in writing within fifteen (15) calendar days of the date of the hearing. If no written decision is rendered within fifteen (15) calendar days, the grievance shall be deemed to have been denied by the Board of Education.
- Step IV: If the parties are unable to effect an amicable settlement or adjustment of any grievance or controversy, such grievance or controversy shall be submitted to binding arbitration under the rules of the American Arbitration Association at the request of either party, provided notice in writing of the intent to do so is given to the other party and to the American Arbitration Association within thirty (30) days after Step III has been completed. An arbitrator selected pursuant to the rules of the American Arbitration Association shall hear the matter and his/her decision will be final and binding.

The arbitrator shall render his/her decision in writing based solely on the meaning and interpretation of the particular provision of the contract which gave rise to the dispute.

The arbitrator shall have no power to add to, subtract from or modify this Agreement.

The parties affected shall be afforded a full opportunity to present any evidence, written or oral, which may be pertinent to the matter in dispute.

Except as stated herein or as otherwise agreed, failure by any party to comply with the above-stated time requirements for grievance processing shall result in default by that party of its position with respect to the grievance.

The arbitrator shall render a decision in writing within thirty (30) days after the close of an arbitration proceeding.

No employee, except to the extent that the law permits, shall be permitted to compel the Tradesmen to proceed to arbitration in any matter which the Tradesmen do not consider justified. Each party shall share equally the expenses of the arbitrator.

ARTICLE IX TENURE, REDUCTION IN FORCE AND RECALL

- A. Tenure shall be given according to law to those employees entitled to it statutorily.
- B. Tenure, as defined in the existing paragraph B by the Public Employment Relations Commission shall be given to employees in this unit in accordance with paragraph C. below.
- C. All district Tradesmen that have attained tenure as Tradesmen shall remain with said tenure. Tradesmen working for the Board as Tradesmen as of June 30, 2003 shall receive tenure upon successful and continuous employment with the Board for a period of two years and one day. Tradesmen who initially commence working for the Board on July 1, 2003 or later shall not be entitled to tenure.
- D. Employees rehired within, six (6) months of the effective date of layoff shall be credited with previously accrued sick leave and vacation entitlement.

ARTICLE X MISCELLANEOUS

A. Welding

In keeping with past practice, any trade-related welding shall be performed by district Tradesmen. In the event that no district Tradesman is available and/or qualified to perform such welding tasks, the Board retains the right to assign other district employees to perform said welding.

B. P.E.R.S.

The Board will pay the employer's share of Public Employees Retirement System payments as required by Title 18A.

C. Law Savings Clause

1. If any provision of this Agreement is or shall at any time be contrary to law, then such provision shall not be applicable or performed or enforced, except to the extent permitted by law.
2. In the event that any provision of this Agreement is or shall at any time be contrary to law, all other provisions of this Agreement shall continue in effect to the extent of the law.

D. Duration

This Agreement shall be effective from July 1, 2003 to June 30, 2006.

E. Embodiment

This Agreement is in accordance with the provisions of Chapter 303, Public Laws of 1968 as amended by Chapter 123, Public Laws of 1974, State of New Jersey and constitutes the total understanding of both parties to this Agreement concerning terms and conditions of employment.

FOR THE TRADESMEN

Local #1005, Painter Employees

Date 6/02/04

Local #1006, Carpenter Employees

Date 6/02/04

Local #9, Plumber Employees

Date 6/08/04

Local #1158, Electrical Employees

Date 6/02/04

WOODBIDGE TOWNSHIP BOARD
OF EDUCATION

By: _____
Thomas Skip Garley
President

Date 6/10/04

ATTEST:

By: _____
Dennis DeMarino
Business Administrator/Board Secretary

EXHIBIT A

CARPENTERS

Local #65

1 Saw 8 Point
1 Saw 11 Point
1 Saw Compass
1 Hammer 16oz.
1 Hatchet
1 Steel Square
(2"x16"x24")
1 Sliding T Bevel (8")
1 Folding Rule (6')
1 Tape Steel (50')
1 Chisel Set (1/4, 1/2,
3/4, 1, 1-1/4)
1 Expansion Bit
(1" to 3")
1 Ball Bearing Brace
(10")
1 Level (24")
1 Block Plane
1 Scrub Plane
1 Oil Stone
1 Divider (8")
2 Nail Sets
1 Pinch Bar (24")
1 Plumb Bob (8 oz.)
1 Screw Driver (6")
1 Screw Driver (8")
1 10" Adjustable Wrench
1 Pliers 8"
1 Tool Box 7"x10"x32"

PAINTERS

Local #144

1-3" Scraper
1-4" Dust Brush

PLUMBERS

Local #9

1-6' Rule

ELECTRICIANS

Local #1159

1 Belt & Pouch
1 Flashlight
1-8" Adj. Wrench
1-6" Rule
1 Needle Nose Pliers
1 Chanel Lock
1 Slot Screw Driver
1 Pair Snips
1 Crimping Tool
1 Lineman's Pliers

EXHIBIT B

WOODBRIAGE TOWNSHIP SCHOOL DISTRICT

WOODBRIAGE, NEW JERSEY

THE TRADESMEN

Date _____

Dear Administrator:

This letter is to request one day personal leave on _____. My reason for requesting personal leave is:

- _____ Personal
- _____ Religious
- _____ Legal (except court summons)

Employee

Personal Leave entitlement is based on Article VI.H of the contract. Please keep in mind that personal leave is essentially for religious, legal or other grave reasons and may be used only in conformity with contract language.

Administrator

CORRECTION

The following is a correction to the Agreement between the Woodbridge Township Board of Education and Local #1005 (Painter Employees), Local #1006 (Carpenter Employees), Local #9 (Plumber Employees), and Local #1158 (Electrical Employees) for the period from July 1, 2003 to June 30, 2006. Specifically, Article IV, "Holidays" provides as follows:

**ARTICLE IV
HOLIDAYS**

A. The following shall be paid holidays:

- | | |
|---|----------------------------|
| 1. New Year's Day | 9. Columbus Day |
| 2. Birthday of Martin Luther King, Jr. | 10. Election Day |
| 3. Lincoln's Birthday | 11. Veteran's Day |
| 4. Washington's Birthday | 12. Thanksgiving Day |
| 5. Good Friday | 13. Day After Thanksgiving |
| 6. Memorial Day | 14. Christmas Eve |
| 7. Independence Day | 15. Christmas Day |
| 8. Labor Day | 16. New Year's Eve |

B. If holidays, as specified above, fall on a Saturday or Sunday, they will be granted on a Friday or Monday or when scheduled by the Administration.

C. When there is an early dismissal on the school day before the Thanksgiving or Christmas recess, employees shall have a work shift of five (5) hours.

**A COPY OF THIS CORRECTION SHALL BE ATTACHED
TO EACH COPY OF THE AGREEMENT PRINTED ON MAY 26, 2004.**