

NLW

December 20, 1995 Board

Confidential Enclosure P3

AGREEMENT

BETWEEN

HAMILTON TOWNSHIP BOARD OF EDUCATION

AND

INTERNATIONAL BROTHERHOOD OF PAINTERS AND ALLIED

TRADES, AFL-CIO PUBLIC EMPLOYEES DIVISION LOCAL #301

AREA WIDE DISTRICT COUNCIL #10

EFFECTIVE DATE: JULY 1, 1994 TO JUNE 30, 1996

AND JULY 1, 1996 TO JUNE 30, 1999

AGREEMENT DATE:

TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------|
| Article 1 Recognition | 1 |
| Article 2 Salary Schedules | 1 |
| Article 3 Insurance Protection | 2 |
| Article 4 Sick Leave | 3 |
| Article 5 Temporary Leaves of Absence | 4 |
| Article 6 Vacations | 5 |
| Article 7 Holidays | 5 |
| Article 8 Overtime, Call-in Time, Work Week | 5 |
| Article 9 Clothing Allowance | 6 |
| Article 10 Appointment Notice | 7 |
| Article 11 Grievance Procedures | 7 |
| Article 12 Management Functions | 8 |
| Article 13 Employee Deductions | 8 |
| Article 14 Longevity | 9 |
| Article 15 Stipends | 9 |
| Article 16 Personnel Records | 10 |
| Article 17 Term of Contract | 10 |

ARTICLE 1

RECOGNITION

1:1 The Board of Education recognizes the International Brotherhood of Painters and Allied Trades, AFL-CIO, Public Employees Division as the majority representative and exclusive bargaining agent for all Field Maintenance, Warehouse Persons, and Food Service Truck Driver/Helpers but excluding all other employees.

1:2 The Food Service Truck Driver/Helpers are required to report to and perform services in the Warehouse or Field Maintenance Department when their services are not required in the Food Services Department.

1:3 Employees of the Warehouse or Field Maintenance Department are required to perform the service of truck driver/helper in the Food Service Department where a regular truck drivers helper is absent from work.

ARTICLE 2

SALARY SCHEDULES

The following salary schedule shall be adopted for all Field Maintenance, Warehouse Persons, and Truck Driver/Helpers and Leadperson.

2:1 SALARY SCHEDULE FOR FIELD MAINTENANCE, WAREHOUSE PERSONS, AND TRUCK DRIVER/HELPERS + LEADPERSON plus hourly stipend as per Article 8:5 of this Agreement from July 1, 1994 to June 30, 1996:

| | |
|----|----------|
| 1 | \$28,651 |
| 2 | 28,991 |
| 3 | 29,331 |
| 4 | 29,671 |
| 5 | 30,011 |
| 6 | 30,351 |
| 7 | 30,691 |
| 8 | 31,447 |
| 9 | 31,787 |
| 10 | 32,359 |

2.2 All employees who have been at Step 10 of the Salary Guide for the year from July 1, 1994 to June 30, 1995 and received no increment on the Salary Guide from July 1, 1995 to June 30, 1996 shall receive a \$1,000.00 one-time bonus payment upon execution of the within Agreement by both parties. This bonus shall not be added to the Salary Guide.

2:3 Effective October 1, 1995, all newly hired employees shall have a starting salary of \$21,800.00.

2:4 Effective July 1, 1996, the Salary Guides set forth in Article 2:1 above shall be eliminated. Each employee shall receive a 3% increase of his/her base salary which he/she received as of June 30, 1996, for the period from July 1, 1996 to June 30, 1997.

2:5 Effective July 1, 1997, each employee shall receive a 3.25% increase of his/her base salary which he/she received as of June 30, 1997, for the period from July 1, 1997 to June 30, 1998.

2:6 Each employee shall receive a 3.50% increase on his/her base salary which he/she received as of June 30, 1998, for the period from July 1, 1998 to June 30, 1999.

2:7 The annual salaries of all employees covered by this Agreement shall be paid in twenty-four (24) equal installments at the rate of two installments per month on the second and fourth Friday of each month. The implementation of this Article is contingent upon the Board having also reached a similar agreement with all other employee groups.

2:8 Effective upon the execution of the within Agreement by both parties, the Board of Education shall pay to each employee of this bargaining unit employed by the Board of Education continually from July 1, 1995 to date, the sum of \$106.00 as a bonus for the discontinued Board paid Washington National Insurance. This bonus shall not be included on the Salary Guide of the employees of this bargaining unit.

ARTICLE 3

INSURANCE PROTECTION

3:1 The Board of Education agrees that for the July 1, 1994 to June 30, 1996 and July 1, 1996 to June 30, 1999 school years it will provide health-care coverage through the New Jersey Public and School Employees Health Benefits Program which shall include traditional (a) Blue Cross; (b) Blue Shield; (c) Rider J; and (d) Major Medical, or HMO. The employee may choose either the individual, parent and child, husband and wife, or family plan.

3:1.1 The parties shall set up a joint committee to seriously discuss and review alternative insurance plans prior to the commencement of negotiations for a successor agreement.

3:2 The Board shall provide for continuance of health-care insurance after retirement on the terms detailed in the master policies and contracts agreed upon by the Board and the Association. The retirees shall be responsible for all premium costs involved.

3:3 The Board shall give written notification at the time of hiring to all employees new to the district that the responsibility for insurance coverage during the interim period rests with the employee.

3:4 All new employees and other employees requesting same shall be given a description of the health-care insurance coverage provided under this Article; contingent upon the availability of such documents from the carrier.

3:5 The Board agrees to provide, at no cost to the employee, chest x-rays required of the employee to maintain his/her employment, provided such said employee avails himself/herself of the program provided by the Board.

3:6 The Board of Education shall provide full coverage through the State Health Benefits Plan Prescription Plan with a \$5.00 co-pay provision for name brand drugs; \$1.00 co-pay for generic drugs; and \$0.00 co-pay for mail order drugs. The employee may choose either the individual, parent and child, or family plan.

3:7.1 The Board of Education shall pay the premium for 100% of the employee plus eligible dependents costs for a dental program as per the parties' agreement.

3:7.2 Employees hired after July 1, 1991, shall not be eligible for the dental coverage plan until the completion of their third year of employment.

3:8 Effective July 1, 1995, the Board of Education shall no longer pay the premium for Washington National Disability Insurance. Effective November 1, 1995, employees may continue enrollment in their current Washington National Program the cost of which shall be paid entirely by the employee through payroll deduction.

ARTICLE 4

SICK LEAVE

4:1 All twelve (12) month employees shall be entitled to twelve (12) sick days per year. However, all employees appointed for a shorter term shall only be entitled to one (1) sick day for each month of their appointment. Unused sick leave days shall be accumulated from year to year with no maximum limit.

4:2 Additional paid sick leave, less full substitute pay, may be granted at the Board's discretion.

4:3 Upon return from an absence in excess of three (3) consecutive school days due to illness, the employee may be required to furnish a doctor's certificate.

4:4 Any employee utilizing a sick day(s) on a day immediately prior to the beginning of a vacation or holiday period or immediately after a vacation or holiday period, may be required to obtain a doctor's note for the illness absence(s) if his/her attendance record exhibits a pattern of such absences.

4:5 Any employee retiring on or after July 1, 1991, with 20 or more years of service in the Hamilton Township School District, upon retirement in accordance with the PERS regulations shall receive sixty dollars (\$60.00) per day for one (1) out of every three (3) unused accumulated sick days that were earned in Hamilton Township with the following caps:

| | |
|-------------------------|---------------------------|
| 1 through 199 sick days | - a maximum of \$3,540.00 |
| 200+ sick days | - a maximum of \$4,000.00 |

Requests for payment from retiring employees must be made on the proper form by November 1 of their last year of employment in order to ensure entitlement.

ARTICLE 5

TEMPORARY LEAVES OF ABSENCE

5:1 PERSONAL LEAVE:

5:1.1(a) Employees hired before July 1, 1991, shall be entitled to three (3) personal leave days with full pay each school year.

5:1.1(b) For Employees hired after July 1, 1991, personal days shall be earned at one (1) per year for each year of employment until completion of the third year when the maximum of three (3) shall be earned.

5:1.2 All employees appointed for a shorter term shall only be entitled to one (1) personal leave day prorated not to exceed one day per year.

5:1.3 Any personal days not utilized during any school year shall accumulate to the employee's unused sick leave.

5:2 DEATH IN IMMEDIATE FAMILY:

5:2.1 Death includes immediate in-laws. (Immediate family shall be interpreted to mean father, mother, husband, wife, brother, sister, child, and those related by blood or marriage permanently residing within the household of the employee.) Payroll provisions, five (5) consecutive week days, full pay in any school year.

5:2.2 Death of grandparents. Payroll provisions, three (3) consecutive week days, full pay in any school year.

5:3 ABSENCES NOT COVERED BY REGULATIONS:

5:3.1 Payroll provisions, prior allowance - full pay deduction - prior (one [1] week) approval of the Superintendent of Schools required for all contractual employees.

5:4 NOTE: Any emergency or other urgent reason beyond the provisions of the above temporary leaves of absence would necessitate the approval of the Superintendent of Schools and the Board of Education before additional days could be granted. (A court summons, necessitating a staff member to be in court through no fault of his/her own, would be an example of an extra day beyond the three (3) which may be approved for full pay or full pay less the cost of a substitute.)

5:5 FAMILY ILLNESS:

5:5.1 Each employee shall be permitted to take one (1) day per year at full pay to attend a member of the immediate family who is ill. Any family illness day not utilized during any year shall not accumulate to the next year.

ARTICLE 6

VACATION

6:1 All employees shall receive the following vacation benefits for years of service completed:

| | | |
|------------------------|---|--|
| Less than one (1) year | - | 1 working day per month, up to 10 days |
| 1 year to 7 years | - | 10 working days |
| 8 years to 15 years | - | 15 working days |
| 16 years to 20 years | - | 20 working days |
| 21 + years | - | 25 working days |

Vacation eligibility is computed as of June 30.

However, any employee who received the full ten (10) days vacation allowance for his/her first year of employment will be given credit for that year when computing vacation eligibility. Any employee hired on or prior to the 16th of a month will be credited with one (1) day of earned vacation for the month.

6:2 Upon application to and written approval by the Superintendent a limited number of unused vacation days may be carried over to the subsequent school year. It is acknowledged by both the Board and the Association that exceptional circumstances may arise which may require that an employee forego his or her scheduled vacation and carry it over to the subsequent school year. It is further acknowledged that the needs of the district must be considered whenever such a request is made to the Superintendent.

ARTICLE 7

HOLIDAYS

7:1 The Holiday schedule for Field Maintenance, Warehouse Persons, and Truck Driver/Helpers shall be per scheduled adopted by the Board of Education but not less than 18 days.

ARTICLE 8

OVERTIME, CALL-IN TIME, WORK WEEK

8:1 The work week shall consist of five consecutive days from Monday until Friday. The work day shall be 7:30 a.m. to 4:00 p.m., with one-half hour for lunch unpaid with the following exception:

- a. The work day shall be 7:00 a.m. to 3:30 p.m. with one-half hour for lunch unpaid beginning with the first day after the last day of school (normally occurring in June) to August 31 inclusive.

8:1.1 After an employee has exhausted his/her accumulated full pay sick days, full pay personal days, and any additional granted partial pay days for illness or personal reasons he/she will then be charged with accrued vacation days for all subsequent absences before being placed in a no-pay "X" absence status.

8:2 All employees shall be entitled to one and a half times the hourly rate for all work in excess of forty hours.

8:3 Holiday and sick time will be counted as a day worked.

8:4 Any employee called into work for any period other than his/her regularly scheduled work day after he/she has left his/her place of employment shall be given no less than three hours work at one and a half times his/her regular rate. Sunday and Holidays to be worked will be considered double-time rate.

8:5 When an employee is taking the place of the Leadperson, the Leadperson's rate shall be paid retroactively to the first day to that employee after serving exclusively for five consecutive work days in the Leadperson's position. The new rate is determined by adding \$2.00 per hour to the Field Maintenance person's salary, for the number of hours served as Acting Leadperson. This will also be used as a basis for determining the Leadperson's salary.

8:6.1 Overtime shall be distributed equally from a rotating list of employees, with full time employees given first preference, unless a certain employee has been performing in the capacity.

8:6.2 The next employee in seniority will be asked to work.

8:6.3 Roster of seniority will be posted at all times.

8:6.4 An employee refusing overtime shall be placed on the bottom of the roster listing.

8:7 Effective July 1, 1995, in the event that the Board requires snow removal by the employees and there is no time available to stop for a meal, the Board shall provide the employee with a meal receipt which will provide for one meal during snow removal situations.

ARTICLE 9

CLOTHING ALLOWANCE

9:1 The Board of Education shall allow employees the following toward the purchase of all work clothing.

9:1.1 The Board of Education will pay two hundred dollars (\$200.00) per year for each employee toward the purchase of safety work shoes and/or foul weather gear, provided proof of purchase is given to his/her immediate Supervisor.

9:1.2 The Board of Education will supply five (5) uniforms at time of hire and three (3) additional uniforms or a combination thereof (6 pieces) each year thereafter.

ARTICLE 10

APPOINTMENT NOTICE

10:1 Appointment notices for all employees shall be issued on or before June 30 for the following school year.

ARTICLE 11

GRIEVANCE PROCEDURES

11:1 DEFINITION

11:1.1 A grievance is a claim based upon the interpretation, application or violation of the specific sections of this Agreement.

11:1.2 An aggrieved person is the person or persons making the claim.

11:2 PURPOSE

The purpose of this procedure is to secure equitable solutions to grievances at the lowest possible administrative level.

11:3 PROCEDURE

11:3.1 Grievances should be processed as rapidly as possible; therefore, the number of days indicated at each administrative level should be considered as a maximum and every effort should be made to expedite the process. The time limits may, however, be extended by mutual agreement.

11:3.2 Level One: An employee with a grievance shall first discuss it with his/her immediate Supervisor within seven calendar days of its occurrence, either directly or through a chosen representative, with the objective of resolving the matter informally.

11:3.3 Level Two: If the matter is not resolved at Level One to the satisfaction of the aggrieved employee, he/she shall set forth his/her problem in writing to his/her immediate Supervisor, within fourteen calendar days of the occurrence. His/her immediate Supervisor shall communicate his decision to the aggrieved employee in writing within seven calendar days of the receipt of the written complaint.

11:3.4 Level Three: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Two, or if no disposition has been rendered within seven calendar days after presentation of the written grievance, he/she may appeal the grievance in writing within seven calendar days of receipt of the decision at the prior level to the Business Administrator who shall render a decision in writing within seven calendar days.

11:3.5 Level Four: If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, or if no disposition has been rendered within seven calendar days after presentation of the written grievance, he/she may appeal the grievance in writing within seven calendar days of receipt of the decision at the

prior level to the Superintendent or his designee, who shall render a decision in writing within seven calendar days.

11:3.6 Level Five: If the grievance cannot be resolved at Level Four, it shall be presented to the Board of Education in writing within seven calendar days of receipt of the decision at the prior level. The Board of Education will then attempt to resolve the grievance within a period not to exceed twenty-one calendar days and the Board of Education will communicate its decision in writing to the employee and his/her immediate Supervisor within the twenty-one calendar days.

11:3.7 Level Six: If the aggrieved employee is not satisfied with the disposition of his/her complaint by the Board of Education at Level Five, he/she may within seven calendar days submit his/her grievance in writing to the State Board of Education or take other legal means. He/she shall have the right to present his/her own appeal or to designate another person or his/her choosing to appear with him/her or for him/her.

ARTICLE 12

MANAGEMENT FUNCTIONS

12: Subject to the provisions of this Agreement, the Board of Education reserves all rights and functions vested in it pursuant to applicable laws and regulations and other functions as normally and customarily exercised by the Board of Education in the management of the affairs of the school district.

ARTICLE 13

EMPLOYEE DEDUCTIONS

13:1 The Field Maintenance, Warehouse Persons and Truck Driver/Helpers covered under this Agreement will be expected to pay \$5.00 per month Union Dues to be deducted from the employee's salary by the Paymaster of the employer. This \$5.00 Union Dues must be received by the Union by the 10th of the following month.

13:2 The Painters Local 301, Area Wide District Council #10 agrees to save the Board harmless from any claims raised against it as a result of its obligations arising under the provisions of this Article.

13:3 An employee may elect to have either a fixed percentage or dollar amount of his/her salary deducted from his/her check for deposit in the Mercer County N.J. Teachers' Federal Credit Union. Said percentage or dollar amount of deduction shall remain in effect for the entire fiscal year.

13:4 The Association shall indemnify and save harmless the Hamilton Township Board of Education for any losses which may arise from the deductions and deposits as per 13:3 above which do not arise from the Board's own negligence.

13:5 Employees may individually elect to have an amount of their salary deducted from their pay to be deposited into one of the mutually agreed upon tax-sheltered annuity plans.

13:6 Effective upon the execution of this Agreement by both parties, employees covered by this bargaining unit may elect to have their annual salary deposited directly to a bank of the employee's choice provided that the selected bank permits direct wire transfer of funds.

13:7 Effective October 1, 1995, each employee shall have deducted from their salary the sum of \$20.00 per month, which shall be for payment to the Board for the cost of all benefits provided to the employee pursuant to this Agreement. The maximum annual payment per employee shall be \$200.00. The employees and their bargaining unit waive and relinquish any and all rights or claims that they may now have or hereafter acquire against the Board arising from this co-pay provision for benefits within this Agreement, whether before PERC, the Commissioner of Education, or any other court of competent jurisdiction, or pursuant to the contractual grievance procedure in Article 11.

ARTICLE 14

LONGEVITY

14:1 All employees hired prior to July 1, 1996, who have completed the listed number of years (by June 30th of the preceding year) in Hamilton Township shall receive the additional cumulative amounts per year as listed below:

Longevity

| | |
|------------------|------------------|
| 10 years - \$340 | 18 years - \$300 |
| 11 years - \$310 | 19 years - \$200 |
| 12 years - \$325 | 20 years - \$200 |
| 13 years - \$325 | 25 years - \$200 |
| 14 years - \$325 | 30 years - \$200 |
| 15 years - \$325 | 35 years - \$200 |
| 16 years - \$300 | 40 years - \$200 |
| 17 years - \$300 | |

14:2 All employees hired after July 1, 1996, shall not receive any longevity compensation.

ARTICLE 15

STIPENDS

15:1 An employee who has a Pesticide license who is directed to perform work which requires the possession of such license shall receive a stipend for the work year of three hundred dollars (\$300).

ARTICLE 16

PERSONNEL RECORDS

16:1 Employees shall have the option to review their personnel file at a mutually agreeable time. The employee may request the removal of any non-mandatory record/correspondence which is no less than five (5) years old. The Superintendent of Schools shall review the request and inform the employee of his decision in writing.

ARTICLE 17

TERM OF CONTRACT

17:1 This Agreement shall be effective as of July 1, 1994, and shall continue in effect until June 30, 1996, and from July 1, 1996 to June 30, 1999 subject to the Council's right to renegotiate a successor Agreement for all employees in the unit, with negotiations commencing in accordance with the rules and regulations of the Public Employment Relations Commission.

17:2 In witness whereof the parties hereto have caused this Agreement to be signed by their respective delegates on the day and year first above written.

DATE: _____

HAMILTON TOWNSHIP BOARD OF
EDUCATION

INTERNATIONAL BROTHERHOOD OF
PAINTERS AND ALLIED TRADES, AFL-
CIO PUBLIC EMPLOYEES DIVISION,
LOCAL 301 AREA WIDE DISTRICT
COUNCIL #10

By: *Janice A. Williams*
Janice A. Williams, President

By: _____
Business Representative

Date: 12/21/95

Date: _____

By: *Carol Chiacchio*
Carol Chiacchio, Board Secretary

By: _____
Business Manager

Date: 12/21/95

Date: _____