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AGREEMENT

between

Ewing Township Board of Education

BOARD OF EDUCATION, TOWNSHIP OF EWING

and

EWING TOWNSHIP MAINTENANCE MANAGEMENT ASSOCIATION

X July 1, 1988 through June 30, 1991

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1. RECOGNITION

1.1 The Employer recognizes the following categories under this Agreement:

Head Custodians
Assistant Head Custodians
Electrician
Plumber
Carpenter
Auto Mechanic
Assistant Auto Mechanic
Maintenance Assistant

1.2 As used hereinafter, the term "employee(s)" shall refer to all bargaining unit members specified hereinabove.

2. WORK SCHEDULE, CALL TIME, OVERTIME

2.1 One and one-half (1½) times the employee's regular hourly rate of pay shall be paid for all work performed in excess of forty (40) hours in any one week. An employee shall have the option of compensatory time off in lieu of overtime. An employee must receive prior approval from immediate his/her supervisor for the specific time he/she wants off.

Double time shall be paid for: (a) all work performed on Sundays and (b) all work performed on holidays as listed annually by the Employer.

2.2 Call Time - Any employee called or required to return to work outside of his/her regularly scheduled shift for emergency calls which necessitates work shall be paid a minimum of three (3) hours at time and a half.

2.3 The regular work week shall be Monday through Friday consisting of five (5) consecutive days.

2.4 Work Shift - Eight (8) hours of work, exclusive of a thirty (30) minute lunch period, shall constitute a work shift. Shifts will not be changed except as necessary for efficient operation. There shall be at least forty-eight (48) hours advanced written notice except in an emergency.

2.5 Head Custodians and Assistant Head Custodians shall rotate available overtime.

3. LEAVES OF ABSENCE

3.1 Leaves of absence with pay shall be provided as follows:

a. One day per month of employment for sick leave. Unused sick leave shall be accumulative from year to year.

- b. Personal leave shall cover brief absences not chargeable to sick leave for up to three days at full pay during any one school year for any of the following reasons:
1. Illness in the immediate family. Immediate family shall be considered: father, mother, brother, sister, child, spouse, grandparents, grandchildren or any member of the immediate household;
 2. Death of a relative or close friend;
 3. Recognition of religious holidays;
 4. To attend wedding of: father, mother, brother, sister, child, nephew, niece, uncle or aunt;
 5. Court subpoena;
 6. Personal, legal business, or family matters which cannot be handled outside of scheduled work hours;
or
 7. Any other emergency or urgent reason not included in (1 through 6) above, if approved by the Superintendent of Schools.

Commencing June 30, 1989, all unused personal days granted hereinabove shall be transferred annually to the respective employee's accumulated sick leave.

- c. All requests for personal leave shall be submitted in writing on the proper form (in advance when possible) recommended by the immediate supervisor and approved by the Superintendent or his/her designee. Only in an emergency may a request be made verbally; however, a written request must be filed within one (1) week.
- d. Three (3) additional days leave may be granted for death in the immediate family (immediately family is considered the same as (I.) above), plus in-laws.
- e. Following sick leave of five (5) or more days duration, written verification from the employee's physician shall be required, certifying that said employee is, or will be, physically qualified to return to work.
- f. After fifteen (15) years of continuous service in the Ewing Township School District, upon retirement under PERS, employees shall be compensated for all accumulated sick leave at one-half ($\frac{1}{2}$) the average daily rate for the last twelve (12) months of employment to a maximum of \$4,000. In calculating the employee's entitlement, his/her daily rate shall be equal to one-two hundred fortieth ($\frac{1}{240}$) of his/her annual salary.

4. VACATIONS

- 4.1 Vacations with pay shall be granted to employees on the following basis:

Less than one year - one (1) day per month of employment up to a maximum of ten (10) days.

First year through fourth year - ten (10) work days.

Fifth year through twentieth year - fifteen (15) work days.

After twentieth year - twenty (20) work days.

- 4.2 After ten (10) years of service, one week may be accumulated (saved) to be used as a fourth week in a succeeding year.
- 4.3 Employees must take vacations. No employee may be employed to do work during his/her vacation period.
- 4.4 Vacations may be taken any time during the fiscal year with the approval of his/her immediate supervisor. Seniority shall apply where the Employer must limit the number of employees on vacation during any period.

5. HOLIDAYS

- 5.1 A minimum of thirteen (13) paid holidays shall be listed annually by the Employer.
- 5.2 Holidays which fall within an employee's vacation period shall be celebrated either immediately before or immediately following his/her vacation period as agreed between the employee and the Superintendent.
- 5.3 Employees will receive one (1) additional day off. Employees must receive prior approval from his/her immediate supervisor before taking this specific day off.

6. INSURANCE

- 6.1 The Employer shall provide health care insurance protection consisting of the New Jersey State Health Benefits Program for any employee who works a regular schedule for at least a total of twenty (20) hours per week.

For employees enrolled in the various available insurance plans, the Employer shall pay either the full premium for the single plan, or in cases where appropriate, an amount equal to the full premium for the single plan plus:

- a. 100% of the difference between the rate for the single plan and the rate for other available plans during the life of this Agreement.

- b. In addition, the Board shall offer a \$3.00 co-pay prescription drug plan with a company selected by the Board.

In no case will an employee be covered under more than one plan. For each employee who terminates his/her employment with the Board, the Employer shall make payment of insurance premiums to provide insurance coverage for one full month beyond termination date. New employees will be covered in accordance with existing regulations of the New Jersey State Health Benefits Program.

- 6.2 The Board of Education shall provide the 1B Dental Plan, N.J. Dental Service Plan, Inc. (Delta Dental Plan of New Jersey, Inc.), or its equivalent, covering the employee and his/her family dependents.

7. WORK UNIFORMS

- 7.1 Three (3) uniforms per year will be supplied to all full time employees. The Auto Mechanic and Assistant Auto Mechanic may have a choice of uniforms including coveralls, or the conventional shirt and trousers.

8. GENERAL PROVISIONS

- 8.1 Should any portion of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree to immediately attempt to negotiate a legal substitute for the invalidated portion.
- 8.2 Employees shall be paid every two weeks.
- 8.3 It is understood that the respective building and boilers must be checked on weekends and holidays at no additional compensation.
- 8.4 Members of this unit who desire a change in assignment may file a written statement of said desire with the Director of Personnel/Labor Relations. Such statement shall include the position to which the employee wishes to be assigned. Application shall be submitted annually by July 1st.
- 8.5 Members of this unit shall be eligible to apply for vacancies within the district as they occur.
- 8.6 The Association president will be sent a copy of the posting of vacancies within the unit.
- 8.7 Employees required by the Board of Education to attend a workshop or take a course will be reimbursed for the tuition and/or fees.

9. GRIEVANCE PROCEDURE

9.1 Definition - A grievance is a claim by an employee, or the Association, based upon the interpretation, application, or violation of this Agreement, policies, or administrative decisions affecting an employee or a group of employees. Said grievance shall be settled in the following manner.

Step 1. - The employee, with or without a representative, shall take up the grievance or dispute with the Coordinator of Maintenance and Custodial Services within ten (10) days of its occurrence. The Coordinator of Maintenance and Custodial Services shall then attempt to adjust the matter and shall respond, in writing, to the employee (or employee's representative) within three (3) working days.

Step 2. - If the grievance has not been settled, it shall be presented, in writing, by the employee (or employee's representative) to the Superintendent of Schools within three (3) working days after the Coordinator of Maintenance and Custodial Services response is due. The Superintendent shall respond to the employee (or employee's representative), in writing, within three (3) working days.

Step 3. - If the grievance still remains unadjusted, it shall be presented by the employee (or employee's representative) to the Board of Education, in writing, within three (3) days after the response of the Superintendent of Schools is due. The Board of Education shall respond, in writing, to the employee (or the employee's representative) within two (2) calendar weeks.

Step 4. - If the grievance is not settled at the third step, the Association may request that the matter be referred to binding arbitration, if this request is made within ten (10) calendar days after the reply was given at the third step in writing. If an extension of time is requested by either party, such extension shall not exceed thirty (30) days. However, the following are not subject to arbitration.

1. Any matter for which a method of review is prescribed by law;
2. Any rule or regulation of the Commissioner of Education;
3. Any matter which according to law is beyond the scope of Board authority or limited to unilateral action of the Board alone;
4. A complaint of an employee which arises by his/her reason of not being reemployed.

A request for arbitration shall be submitted either individually or jointly to the Public Employment Relations Commission and the arbitration conducted pursuant to N.J.A.C. 19:12-5.1 et seq.

The arbitrator shall limit himself/herself to the Articles of this Agreement and his/her decision shall be binding. The parties shall meet within ten (10) calendar days to review the Arbitrator's decision. The cost of arbitration shall be divided equally between the parties.

The individual employee is assured freedom from restraint, interference, coercion, discrimination, or reprisal in presenting his/her appeal. All employees, including the grievant, shall be required to continue under the direction of the Superintendent and administrator regardless of the pendency of any grievance until such grievance is properly determined.

10. DISCIPLINE AND DISMISSAL PROCEDURE

10.1 For any action of an employee that does not call for an immediate dismissal, the following will be the procedure:

1. 1st offense - verbal warning and notification to Association;
2. 2nd offense - written warning and notification to Association;
3. 3rd offense - suspension without pay of one (1), two (2) or three (3) days and notification to Association; and
4. 4th offense - dismissal and notification to the Association.

The employee may appeal to the Board of Education at the 3rd or 4th level. The Board's decision will be final.

11. REPRESENTATION FEE

11.1 The Association shall, on or before September 30, deliver to the Board a written statement containing the following:

- a. A statement that the Association has determined the amount of representation fee in accordance with the formulated requirements of N.J.S.A. 34:13A-5.4.
- b. A statement that the Association has established a "demand and return system" in accordance with the requirements of N.J.S.A. 34:13A-5.4.
- c. A statement establishing the amount of yearly representation fees to be deducted from the salaries of each non-member. Such representation fee shall not exceed eighty-five percent (85%) of the regular membership dues, fees, and assessments.

- d. A list of all employees who have failed to arrange for and become members of the Association and a request that the representation fee of such non-members be deducted in accordance with the Agreement.

11.2 The Board will commence deductions from the salaries of such employees in accordance with paragraph 11.3 below, of the full amount of the representation fee and will promptly transmit the amount so deducted to the Association.

11.3 Payroll Deduction Schedule

The Board will deduct the representation fee, in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list, during the remainder of the membership year in question. The deductions will begin with the first paycheck:

- a. In February; or
- b. Thirty (30) days after the employee begins his/her employment in a bargaining unit position, unless the employee previously served in a bargaining unit position or was on lay-off, in which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmittance of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.

11.4 On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.

11.5 The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

12. SALARIES

12.1 The salaries of all employees covered by this Agreement are set forth in Schedules A-E which are attached hereto and made a part hereof.

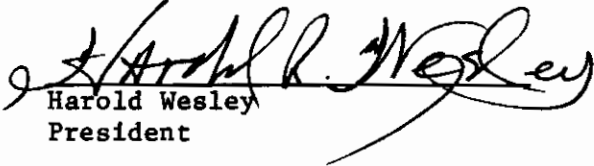
13. TERMINATION


13.1 This Agreement shall be effective as of the 1st day of July, 1988 and shall remain in full force and effect until the 30th day of June, 1991. The contents of this document shall constitute the full Agreement between the parties.

IN WITNESS WHEREOF, the parties have hereto set their hands this

8th day of May, 1989.

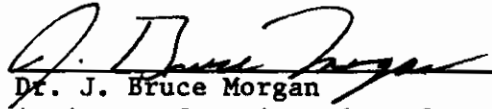
FOR THE ASSOCIATION


Harold Wesley
President


William Williams
Negotiating Team Member

FOR THE BOARD OF EDUCATION


Fredricka McNeal-Billups
President


Dr. J. Bruce Morgan
Assistant Superintendent for
Business/Board Secretary

EWING TOWNSHIP MAINTENANCE DEPARTMENT
SALARY GUIDES

SCHEDULE A

*EWING HIGH SCHOOL HEAD CUSTODIAN
ELECTRICIAN
AUTO MECHANIC
PLUMBER
CARPENTER

<u>1987-1988</u> <u>Step</u>	<u>1988-1989</u>	<u>1989-1990</u>	<u>1990-1991</u>
			1. \$28,400
		1. \$26,200	2. 28,567
Starting	1. \$24,194	2. 26,366	3. 28,733
1	2. 24,548	3. 26,720	4. 29,087
2	3. 24,861	4. 27,033	5. 29,400
3	4. 25,606	5. 27,778	6. 30,145
4	5. 26,373	6. 28,545	7. 30,912

*High School Head Custodian shall receive a stipend of \$200.00

SCHEDULE B

ANTHEIL ELEMENTARY SCHOOL HEAD CUSTODIAN
FISHER JR. HIGH SCHOOL HEAD CUSTODIAN

1987-1988 <u>Step</u>	1988-1989 _____	1989-1990 _____	1990-1991 _____
			1. \$27,400
		1. \$25,200	2. 27,567
Starting	1. \$23,194	2. 25,366	3. 27,733
1	2. 23,544	3. 25,716	4. 28,083
2	3. 23,874	4. 26,046	5. 28,413
3	4. 24,753	5. 26,925	6. 29,292
4	5. 25,858	6. 28,030	7. 30,397

SCHEDULE C

EWING HIGH SCHOOL ASSISTANT HEAD CUSTODIAN

1987-1988 <u>Step</u>	<u>1988-1989</u>	<u>1989-1990</u>	<u>1990-1991</u>
			1. \$26,400
		1. \$24,200	2. 26,567
Starting	1. \$22,194	2. 24,366	3. 26,733
1	2. 22,544	3. 24,716	4. 27,083
2	3. 22,896	4. 25,068	5. 27,435
3	4. 23,694	5. 25,866	6. 28,233
4	5. 24,794	6. 26,966	7. 29,333

SCHEDULE D

ANTHEIL ELEMENTARY SCHOOL ASSISTANT HEAD CUSTODIAN
FISHER JR. HIGH SCHOOL ASSISTANT HEAD CUSTODIAN

1987-1988 <u>Step</u>	<u>1988-1989</u>	<u>1989-1990</u>	<u>1990-1991</u>
			1. \$25,900
		1. \$23,750	2. 26,117
Starting	1. \$21,694	2. 23,866	3. 26,233
1	2. 22,094	3. 24,266	4. 26,633
2	3. 22,406	4. 24,578	5. 26,945
3	4. 22,774	5. 24,946	6. 27,313
4	5. 24,194	6. 26,366	7. 28,733

SCHEDULE E

ASSISTANT AUTO MECHANIC
MAINTENANCE ASSISTANT

1987-1988 <u>Step</u>	<u>1988-1989</u>	<u>1989-1990</u>	<u>1990-1991</u>
			1. \$25,400
		1. \$23,200	2. 25,567
Starting	1. \$21,194	2. 23,366	3. 25,733
1	2. 21,494	3. 23,666	4. 26,033
2	3. 21,994	4. 24,166	5. 26,533
3	4. 22,540	5. 24,712	6. 27,079
4	5. 23,394	6. 25,566	7. 27,933

Maintenance Assistant to be placed on Step #2 for 1988-1989, Step #3 in 1989-90 and Step #4 in 1990-1991

HOLIDAYS
MAINTENANCE MANAGEMENT
1989-1990

July 4	Independence Day
September 4	Labor Day
October 9	Columbus Day
November 9	N.J.E.A. Convention
November 10	Veterans' Day
November 23	Thanksgiving Day
November 24	Thanksgiving Recess
December 25	Christmas Day
January 1	New Year's Day
January 15	Martin Luther King, Jr.'s Birthday
February 19	Presidents' Day
April 13	Good Friday
May 28	Memorial Day

One (1) additional day off, with approval of the immediate supervisor.

Adopted: May 23, 1989

