

AGREEMENT

BETWEEN THE DEPTFORD TOWNSHIP BOARD OF EDUCATION

AND

THE TEAMSTERS LOCAL NO.676

JULY 1, 2005 TO JUNE 30, 2008

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ARTICLE I

INTRODUCTION

A. The Deptford Township Board of Education, Deptford Township, Gloucester County, hereafter known as the Board, hereby recognizes the Teamsters Local Union No. 676, as the exclusive representative for collective negotiation concerning the terms and conditions of employment for personnel under contract and employed by the Board and so assigned as an employee to the maintenance janitor, janitor staff exclusive of maintenance janitor supervisor - general supervisor.

B. The Teamsters Local Union No. 676 hereby recognizes the local authority elected as representatives of the people and further recognizes the responsibilities of the Board and the Superintendent for the conduct and operation of the school district in compliance with New Jersey Statutes Title 18A.

ARTICLE II

OPERATIONS COVERED

A. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey school law.

B. The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations: (1) to direct employees of the school district, (2) to hire, promote, transfer, assign, and retain employees in positions in the school district, and for just cause to suspend, to demote, discharge or take other disciplinary action against employees, (3) to relieve employees from duty because of lack of work or for other legitimate reasons, (4) to maintain the efficiency of the school district operations entrusted to them, (5) to determine the methods, means and personnel by which such operations are to be conducted, (6) to take whatever actions may be necessary to carry out the mission of the school district in situations of emergency, and (7) to assign work according to school district needs irrespective of employee classification.

C. The execution of this Agreement on the part of the employee shall cover operations of the Employer which are covered by this Agreement, and shall have application to the work performed within the classifications defined and set forth in the Agreement or any supplements hereto.

D. This Agreement shall cover and govern the following classifications:

1. Maintenance.
2. Grounds.
3. Painters.
4. Custodians.

ARTICLE III

CHECK-OFF OF DUES

A. Upon receipt of proper written authorization of any employee, the Employer will deduct from the wages due such employee, on the first pay week of each month, his Union initiation fees and monthly dues, as are from time to time fixed by the local Union, in accordance with the Constitution and By-Laws of the local Union, and certified to the Employer by the Secretary-Treasurer of the Union as being so fixed, and will forward the aggregate amount of such deductions promptly each month to the Secretary-Treasurer of the Union or other duly authorized representative designated by the Union.

B. Where an employee who is on check-off is not on the payroll during the week which the deduction is to be made or who has no earnings or insufficient earnings during that week or is on leave of absence, the employee must make arrangements with the Union to pay such dues in advance.

C. The Employer will recognize authorization for deductions from wages, if in compliance with state law, to be transmitted to the Union or to such other organization as the Union may request if mutually agreed to. No such authorization shall be recognized if in violation of state or federal law.

ARTICLE IV

HIRING NEW EMPLOYEES

A. The Deptford Township Board of Education shall retain the right to hire as per the New Jersey Statutes Title 18A.

B. The Deptford Township Board of Education shall execute the standard form of school employee's contract incorporating the fifteen (15) day termination clause by either party, said contract subject to annual issue in accordance with Title 18A of the New Jersey Statutes.

C. The employee shall be immediately placed on seniority list as of the date of registration in the minutes of the Board of Education.

D. In case of discharge or resignation of the employee, the Union shall be notified in writing.

ARTICLE V

WORK PERFORMED BY COVERED EMPLOYEE ONLY

A. Work performed in any classification covered under this Agreement shall be performed by employees covered under this Agreement and/or the employees' foreman so classified.

ARTICLE VI

BLACKLIST

A. The Employer shall not establish or create a so-called "Blacklist" that may have for its purpose the prevention of any member of the Union obtaining employment with the Employer or other employers.

ARTICLE VII

SHOP STEWARDS

A. The Employer recognizes the right of the Union to designate shop stewards and alternates from the Employer's seniority list. The authority of shop stewards and alternates so designated by the Union shall be limited to and shall not exceed the following duties and activities.

1. The investigation and presentation of grievance to the Employer or the Employer's designated representative shall be in accordance with the provisions of the collective bargaining Agreement.

2. The transmission of such messages and information which shall originate with and are authorized by the Local Union or its officers provided such messages and information:

- a. Have been reduced to writing; or
- b. If not reduced to writing, are of a routine nature and do not involve work stoppages, slow-downs, refusal to handle goods, or any other interference with the Employer's business.

B. Shop stewards and alternates have no authority to take strike action or any other action interrupting the Employer's business. The Employer, in so recognizing such limitations, shall have the authority to impose proper discipline, including discharge, in the event the shop steward has taken unauthorized strike action, slowdowns, or work stoppage in violation of this Agreement.

C. Shop stewards shall be granted super seniority for purposes of lay off only.

D. Shop stewards or alternates shall not give orders to employees nor countermand order of management. Further, they shall not be sole judge in determining whether a piece of equipment is unsafe. However, the Business Agent shall have the right to investigate, along with management, disputes regarding unsafe equipment.

E. Shop stewards shall be permitted to investigate, with knowledge of the Superintendent, present and process grievances on the property of the Employer, without loss of time or pay.

F. Whenever the shop steward is required to attend any grievance hearings attended by representatives of the Employer and the Union, he shall be compensated by the Employer for all lost earning opportunities or time lost. When a Business Agent and Employer agree to a meeting to be attended by the shop steward, the steward shall be compensated by the Employer for all lost earning opportunities or time lost. Time lost shall be construed to mean that the shop steward shall be paid for all time spent while negotiating grievances with the Employer. Time is to be computed at the applicable hourly rate for the steward's job classifications.

ARTICLE VIII

ABSENCES

A. The Employer agrees to grant the necessary time off, not exceeding three (3) years without discrimination or loss of seniority and without pay, to any employee designated by the Union, in writing, to the Employer, to act as an elected Union officer, business agent, organizer, or to attend a labor convention for an indefinite period.

B. Any employee desiring leave of absence from his employment shall secure written permission from both the Union and the Employer. The maximum leave of absence shall be for thirty (30) days and may be extended for like periods. Permission for extension must be secured from both the Union and the Employer.

C. During the personal leave of absence, the employee shall not engage in gainful employment in any industry. Failure to comply with this provision shall result in the complete loss of seniority rights for the employee(s) involved.

D. Inability to work because of proven illness or injury shall not result in loss of seniority rights.

ARTICLE IX

SENIORITY PRINCIPLE

A. If the Employer establishes different starting times for employees in the same job classification, the senior man among those assigned to the building (the steward, for example, shall have top seniority in this instance), if qualified in the classification, shall have the choice. For example - where the Employer schedules one employee to commence work at 7:00 a.m., another at 8:00 a.m. and a third at 9:00 a.m., the senior employee shall have the choice of deciding which of the three he prefers. Similarly, the qualified senior man in the same job classification shall have the choice, he shall continue on the starting time until such starting time is discontinued or until a change is mutually agreeable to Employer and the Union.

B. Once each year, during the month of July, the Employer shall compile and submit to the Union in writing, and then post in a conspicuous place, a district-wide seniority list and a building-assigned seniority list or lists from the regular payroll records. Any employees hired after said posting shall have their names added to the list, in order of the date of hire, and the union shall be notified of such additions. Any controversy over the seniority standing of any employee on the seniority list or lists shall be submitted as a grievance.

C. An employee shall be immediately placed on the district-wide seniority list and building seniority list and shall gain seniority status from the date of his employment as recorded in the official minutes of the Board of

education, provided that for the purpose of layoffs and recalls there shall be four (4) seniority lists as follows:

1. Maintenance.
2. Grounds.
3. Painters.
4. Custodians.

ARTICLE X

SENIORITY (PART-TIME EMPLOYEES)

A. The Employer may hire part-time or casual employees for the sole purpose of vacation periods and absenteeism and shall not hold any seniority unless by a mutual agreement between the Union and Employer.

ARTICLE XI

LOSS OF SENIORITY

A. Seniority shall be broken and name removed from the seniority list for the following reasons:

1. Discharge.
2. Voluntary quit.
3. Unauthorized leave of absence.

B. An employee who is absent because of illness or injury shall accumulate seniority for the purpose of determining his place on the seniority list.

ARTICLE XII

SENIORITY PRINCIPLE (LAYOFF & RECALL)

A. Should it become necessary to layoff employees, the Employer shall give consideration to both qualifications and seniority. If qualifications are equal, then seniority will prevail. Recall of employees from layoff will be subject to the same considerations.

B. The Employer, when recalling laid off employees, shall send a telegram or certified letter to the employee's last known address (as indicated on employee's records) and the employee shall have seven (7) days to respond to such recall notice. After the employee notifies the Employer that he will return to work, the employee shall have one (1) week to adjust any other personal matters he may have. If the employee fails to report within the one (1) week period, he shall lose all recall rights under the contract.

C. The Employer agrees to give thirty (30) days notice whenever making layoffs, to the Union and the shop steward. Notice must be given in writing. Where such required notice is not given, the Employer shall pay the employee thirty (30) days wages in lieu thereof.

ARTICLE XIII

MILITARY/JURY DUTY

A. New Jersey Statutes must prevail.

B. In the event any employee covered by this Agreement is required to serve jury duty, the Employer agrees to supplement his jury duty compensation with an amount sufficient to equal his regular forty (40) hour weekly earnings at the straight time rate for his job classification.

ARTICLE XIV

PROMOTIONS

A. All employees within this Agreement shall have equal opportunity to qualify for any assignment within the scope of this Agreement. In assigning employees to jobs coming within this Agreement, the Employer shall have the right to select qualified persons, but between qualified persons preference shall be given according to seniority. All open positions coming within this Agreement will be posted in all schools. The Board may fill the assignment from within or without the bargaining unit.

ARTICLE XV

LEAVING BARGAINING UNIT

A. Any Employee within the Agreement who elects to become part of management shall lose all seniority rights after thirty (30) days if the employee elects to stay in management. If the employee decides to return to the bargaining unit at the end of the thirty (30) days, he may do so without loss of seniority rights.

ARTICLE XVI

MAINTENANCE OF STANDARDS

A. The Employer agrees that all conditions of the employment relating to wages, hours of work, overtime differentials, and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this Agreement; and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement. It is agreed that the provisions of this section shall not apply to inadvertent or bona fide errors made by the Employer or the Union in applying the terms and conditions of this Agreement if such error is corrected within ninety (90) days from the date of error.

B. This provision does not give the Employer the right to impose or continue wages, hours, and working conditions less than those contained in this contract.

ARTICLE XVII

EXTRA CONTRACT AGREEMENT

A. The Employer or employee shall not enter into Agreement or contract with his employees or his Employer individually or collectively which in any way conflicts with the terms and provision of this Agreement. Any such Agreement shall be null and void.

ARTICLE XVIII

GRIEVANCE

A. All grievances or disputes arising under the terms of this Agreement shall be handled in the manner provided by this Article.

1st Step - In the case of any grievance or dispute, the Union steward shall take the matter up with the Employer or the Employer's named representative and every effort shall be made to be present at all times when an employee has a grievance with the Employer. The employee may also request to be present.

2nd Step - If no solution can be reached, the Union steward shall refer the matter to the Business Agent and the Business Agent shall take the matter up with the Employer or the Employer's representative in an endeavor to adjust it amicably. In the event that the grievance remains unresolved, then the Union may refer the matter to the Advisory Board within ten (10) days after receipt of the Employer's decision.

B. The Advisory Board shall be appointed within thirty (30) days following the request of either party to the other. It shall consist of one member named by the Board of Education and one member named by the Teamsters Local Union No. 676. A third member, who shall be chairman, shall be named by the first two named advisors. The Advisory Board shall have authority to confer separately or with the Board of Education, the Superintendent, and the Teamsters Local Union No. 676.

C. The cost and expenses incurred in securing and utilizing the services of a consultant are the responsibility of the party engaging this service. In the event an Advisory Board is used, the Board of Education will bear the expense of its appointee and both parties will share equally the cost

of the third member.

D. All employees covered under this Agreement shall have seven (7) working days to file a written grievance after the grievance has become known, or should have been known, and ten (10) working days for any employee that may have been absent because of illness and/or injury.

ARTICLE XIX

INSPECTION PRIVILEGES

A. Authorized agents of the Union shall have access to the Employer's premises at any time with advance knowledge given to the Superintendent during working hours for the purposes of adjusting disputes, investigating working conditions and ascertaining that the Agreement is being adhered to.

B. Whenever a complaint is made concerning the wages, vacations, and/or holidays of an employee, an authorized representative of the Union shall have the right, with knowledge of the Superintendent, to inspect Employer's payroll and time cards of the employee during grievance procedure.

ARTICLE XX

SEPARATION OF EMPLOYMENT

A. Upon discharge, the Employer shall pay all monies due to the employee, including vacations and holiday pay. Upon quitting, the Employer shall pay all monies due the employee, including vacations and holiday pay, on the pay day of the Employer in the following pay period, up to and including separation.

ARTICLE XXI

COMPENSATION AND INSURANCE

A. The Employer agrees to cooperate towards the prompt settlement of employee on-the-job injury claims when such claims are due and owing.

B. The Employer shall provide employees with workers' compensation insurance and social security as required by federal and/or state law.

ARTICLE XXII

CONDITIONS OF WORK SAFETY

A. Under no circumstances will an employee be required or assigned to engage in any activity involving dangerous conditions of work, or danger to person or property, or in violation of any applicable statute or court order, or in violation of a government regulation relating to safety of person, or equipment, as determined by the employer. The term "dangerous condition of work" does not relate to the type of material which is hauled or handled. The employer shall supply protective clothing if required to handle any dangerous material.

B. The Employer further agrees to cooperate to the fullest extent possible in all safety campaigns or projects in which the Union may see fit to take official part.

C. At least twice each year of this Agreement the Employer may conduct instructions in safety and first aid for his employees. The Employer and the Union will discuss arrangements for same. Upon completion of this contract, the Union and the Employer shall meet and make arrangements for a safety committee comprising of two (2) representatives from the Employer and two (2) representatives from the Union, namely employees, to establish rules and regulations governing safety rules and regulations.

D. Custodians will be supplied with golf shirts at Board expense. Maintenance and Grounds will receive a **clothing allowance** not in excess of \$169 per year. Maintenance will receive one (1) pair of shoes per year and Grounds two (2) pairs per year, at a Board cost not in excess of \$100.00 per pair. The employees are responsible for their own laundering and care of the clothing. It will be required that the school-supplied clothing be worn every workday.

ARTICLE XXIII

REPORTS OF DEFECTIVE EQUIPMENT

A. Employees shall immediately, or at the end of their shifts, report all defects in equipment. Such reports shall be made on a suitable form furnished by the Employer and shall be made in multiple copies, one (1) copy to be retained by the employee. The Employer shall not ask or require any employee to operate any equipment that has been reported in an unsafe operating condition until same has been approved as being safe by management or the mechanical department.

B. When the occasion arises where an employee gives written report of forms in use by the Employer, on any equipment being in an unsafe operating condition, and receives no consideration from the Employer, he shall take the matter up with the Union.

C. Deduction may be made from any employee's pay for any loss or damage to equipment. All matters arising under this paragraph shall be first reviewed between the Union and the Employer before any penalty is imposed.

ARTICLE XXIV

REPORTING ACCIDENTS

A. Any employee involved in an accident shall at first opportunity report said accident to his Employer prior to sign off time. If said accident involves any physical injuries, then the employee shall immediately report said accident to his Employer as soon as possible.

ARTICLE XXV

INJURY ON THE JOB

A. Any employee sustaining injuries which are compensable under the Workers' Compensation Act but which do not prevent him from performing his usual duties but require that he visit the offices of Employer-designated physicians for the purpose of obtaining further treatment during working hours, shall suffer no loss of wages because of such visits.

B. Any employee sustaining injuries which are compensable under the Workers' Compensation Act which prevent him from performing all work available to him, at Employer's place, shall sustain no loss of pay for the balance of the day on which he was injured.

C. Ability to perform work shall be determined by doctor and/or hospital report.

ARTICLE XXVI

MEAL PERIOD

A. All employees shall receive a lunch period before the fifth (5th) hour of work. The lunch period shall be one-half (1/2) hour. Any employee required to work during his lunch period shall receive time and one-half hour earlier, but shall work the necessary hours whereby producing one-half hour overtime at the end of his working day. Any employee that is required to work through his lunch period stated above shall be afforded a twenty (20) minute-break to eat his lunch, on Employer's time, after the fourth (4th) hour and not later than the fifth.

B. Any employee required to work in excess of two (2) hours overtime in anyone (1) day shall be afforded a twenty (20) minute break period on Employer's time. Any employee required to work in excess of twelve (12) hours in anyone day shall be entitled to any additional twenty (20) minute break on Employer's time.

ARTICLE XXVII

DISCHARGE OR SUSPENSION WITHIN
TERMINATION CLAUSE OF EMPLOYEE CONTRACT

A. No employee may be dismissed or suspended without just cause. Nothing shall prohibit the Union from investigating any dismissal or suspension and resorting to the grievance procedure provided in this Agreement.

A. B. Until the case has been discussed with the Business Agent, no employee may be dismissed or suspended within the termination cause of the employee contract, except:

B. 1. Where the provisions of this Article provide for immediate dismissal or suspension.

C. C. In the event that it is decided, as provided in the Grievance Procedure set forth in this Agreement, that the suspension or discharge was without just cause, the decision may provide for reinstatement with or without pay, the Employer shall not receive any credit for wages or compensation earned by the employee while he was out of the Employer's employ.

D. Except where an emergency prevents it, grievance concerning dismissal or suspension shall be advanced over all other matters pending for grievance hearings and shall be promptly heard.

E. Except in the case of immediate dismissal for the causes set forth below, and subject to the work rules of 2/8/77 as amended, no employee may be dismissed or suspended for his offense but shall receive at least one (1) written warning for each different offense.

F. The parties agree that cause for immediate dismissal without first discussing the matter with the Business Agent shall be the following:

1. Calling or participating in any unauthorized strike, work stoppage or walk-out.

2. Drunkenness, proven during work hours, or being under the influence of alcohol during work hours.

3. Unprovoked assault on his Employer or his Employer's representative during work hours.

4. Proven theft or dishonesty.

G. In each instance, the Employer shall promptly notify the Union of the action taken, in writing. The parties agree that a dismissal or suspension shall not be subject to the grievance procedure or arbitration as provided in this Agreement unless the Union shall have notified the Employer, in writing, of the intention to do so within two (2) weeks of the dismissal or suspension. The parties recognize that in interpreting previous Agreements there have been difficulties over whether or not the Employer may dismiss employees for slow-downs. The parties agree that this matter is cause for suspension pending grievance procedure but not for immediate dismissal.

ARTICLE XXVIII

DISCRIMINATION

A. There shall be no discrimination by the Employer against employees because of Union activities, nor shall there be any discrimination against any employee because of race, color, creed, sex, age or nationality in the placement and retention of employment or in the hours, wages or working conditions of the employees.

ARTICLE XXIX

WORK IN OTHER CLASSIFICATIONS

A. Employees who are required to work in more than one job classification during their working hours of any day shall be paid for the entire day at the rate of the highest job classification.

ARTICLE XXX

LEAVE TIME

A. The Board of Education, upon recommendation of the Superintendent of Schools, shall grant a total of ten (10) days leave per school year (not to be accumulated) to any regularly employed person for the following emergencies or conditions:

1. Death in immediate family - up to five (5) days (immediate family - mother, father, mother-in-law, father-in-law, children, husband, wife, brother, sister, or any relative who has lived within the same household for a period of over two years). Additional emergencies will be judged, upon a request, by the Superintendent of Schools.

(a) All employees covered under this agreement shall be eligible for two (2) days bereavement leave for the death of a grandparent.

2. Personal leave - up to three (3) days - (legal, household, family business). Personal business - business that cannot be conducted outside the normal work day. Forty-eight (48) hours' notice shall be given except in approved emergencies.

(a) An employee requesting a personal day shall be required to state the reason in order that a determination can be made whether or not the reason constitutes business that cannot be conducted outside the normal work day. Proof may be required. Employees shall not be granted personal leave days on a day immediately before or after a holiday, vacation period or during the first or last week of the school year.

The Superintendent of Schools

may grant additional personal leave without pay.

(b) Unused personal days may be counted in accumulated sick days bank.

(c) Use of personal days is taken into consideration when reviewing each employee's pattern of attendance and in determining whether or not overall absenteeism is excessive.

3. Paternity leave - One (1) day - birth of a child.

4. Visitation leave - One (1) day per year may be granted by the Superintendent of Schools to any personnel for school visitation and observation in other school systems. In each case a written report shall be submitted to the principal who will forward it to the Superintendent. Arrangements for such visitation shall be made by the building principal, with the approval of the Superintendent.

B. In the event all sick leave days have been used, five (5) days herein specified in 2, 3, and may be granted as sick leave days not to be accumulated.

C. Definition of sick leave - Sick leave is hereby defined to mean the absence from duty of any person because of physical disability, illness or injury, or quarantine or exclusion from school by medical authorities.

D. Sick leave allowable - All persons who are steadily employed full time by the Board of Education shall be allowed sick leave with full pay to the amount of twelve (12) days in any given year.

E. Accumulated sick leave - Twelve (12) days of allowable sick leave not utilized in any year shall be cumulative to be used for additional sick leave in subsequent years.

F. Physician's certificate required for sick leave - In the absence of a pattern of abuse of sick leave or excessive absences, a physician's certificate may be required by the Superintendent of Schools when such leave is claimed after three (3) consecutive working days absence. However, whenever it appears that there has been an abuse of sick leave or excessive absences on the part of the employee, the Superintendent of Schools may require said certificate regardless of the number of days of absence.

G. Buy-back for unused sick days -

Upon retirement only and only after fifteen (15) years of service in the district and notification to the Board by October 1 prior to the June 30th of the retirement year, 100% of accumulated sick leave will be paid, effective at the following rates:

July 1, 2005 -- \$30 per day
July 1, 2006 -- \$35 per day
July 1, 2007 -- \$40 per day

If you do not notify the Board by October 1st, you will have to wait until the following year to receive the severance pay.

H. Workers' Compensation - Workers' Compensation awards shall be deducted from the regular salary of the employee for the days absence covered by the Workers' Compensation Act. The time lost from employment under the Workers' Compensation Act shall not be deducted from days permitted for regular sick leave allowance.

I. Maternity leave - Maternity leave without pay shall be granted to all female employees under tenure for six (6) months or a period not to exceed the end of the school year following the school year in which the leave is granted. Maternity leave for female non-tenure employees may be granted without pay for the remainder of the school year in which the leave is requested and such leave shall not extend beyond the end of the employee's contract for the school year in which the leave is granted (the year in which maternity leave is granted shall not count toward fulfillment of the time requirements for acquiring tenure). Any leave under the New Jersey Family Leave Act shall be deemed included within this time and not in addition thereto.

J. Requests for maternity leave, without pay, shall be made by an employee between the third and fifth months of pregnancy. Leave shall begin as recommended by the employee's personal physician. An employee may return to work after the birth of a child upon the presentation of a medical certificate from the employee's personal physician stating she is capable of performing her duties. If an employee decides not to return, she shall notify the Superintendent by giving notice of resignation at least ninety (90) days before the leave expires.

K. Employees granted maternity leave shall be re-assigned to the position held at the time the leave was granted, if possible.

L. If any provisions of this Article are contrary to law, such provisions shall not be deemed valid except to the extent permitted by law.

M. Time clocks - The employer who employs five (5) or more people may have time clocks installed at such operations.

N. Break periods - All employees shall have a fifteen (15) minute break period in the a.m. and a fifteen (15) minute break period in the p.m., without loss of pay.

ARTICLE XXXI

WAGES AND HOURS

A. The Union agrees that the Employer shall be entitled to a "day's work for a day's pay".

B. The work calendar shall be as set forth by the Board of Education.

C. The working day shall be an eight (8) hour day exclusive of lunch. Working hours shall be as designated by the Board of Education.

D. Excess of forty (40) hours per week exclusive of lunch time shall be compensatory.

E. The work week shall consist of five (5) full working days, Monday through Friday, inclusive, except where legal holidays and vacation periods are included in the work calendar.

F. The work year shall be:

Twelve-month contract - July 1 to June 30 - 247 days, exclusive of legal holidays and any other days designated by the Board of Education prescribed work calendar.

G. Any employee who is called in to work, or who starts to work on any day beyond normal assignment, shall be paid for time worked.

H. All regular employees covered under this Agreement shall be paid in accordance with pay procedures of the district.

I. When the regular pay day occurs on a holiday, the Employer shall pay the employees on the regular work day immediately preceding the holiday.

J. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

K. When an employee has completed a day's work and has left the Employer's premises, he shall be "off duty" for at least eight (8) hours before being recalled.

L. Security Check - Any employee required to work on Saturday or Sunday for security check shall receive one and one-half (1-1/2) times the hourly rate of pay for a minimum of two (2) hours.

M. Holidays - Holiday calendars included in Agreement. Any employee required to work on any of the holidays stipulated in this Agreement shall receive two (2) times his regular rate of pay.

N. No employee shall be entitled to receive overtime pay except for overtime actually worked.

O. If an employee clocks in within three (3) minutes of his starting time and there is otherwise no excessive or habitual lateness, then he shall not be docked. However, if he is late more than three (3) minutes or there is excessive or habitual lateness, he shall be docked for the total lateness involved.

P. The Board of Education will supply yearly a twelve month holiday calendar for personnel covered by this Agreement.

Q. Overtime - Overtime shall be assigned on an equitable rotating basis by seniority within each building or department, as the case may be. The Employer shall endeavor to roughly equalize overtime; however, mathematical precision shall not be required. The Employer shall maintain a record of overtime offered, accepted or refused, and shall take into account absences due to illness.

1. No employee shall be eligible for overtime work if he/she has been absent from work on any of the five (5) regularly scheduled work days prior to the date of the overtime work, unless such absence is due to approved vacation or an approved personal day under Article XXX A, 2.

2. Saturdays - Any employee required to work on Saturdays shall receive time and one-half (1-1/2) for all hours worked with a minimum of four (4) hours.

3. Sundays - Any employee required to work on Sundays shall receive two (2) times the hourly rate of pay with a minimum of four (4) hours.

4. Any employee required to work in excess of eight (8) hours in any day, Monday through Friday, or in excess of forty (40) hours per week, shall receive time and one-half (1-1/2).

5. In the event that an employee is called to work within the eight (8) hour "off duty" period, he shall be compensated at one and one-half (1-1/2) times his applicable hourly rate of pay.

6. In any building where five (5) or more employees are assigned, a monthly overtime sign-up sheet will be posted on the bulletin board by the time clock area. All employees interested in working overtime for the following month are to sign the list. Those employees not signing the overtime sheet will be charged with the hours as if they had worked the time for the month. Late signers will be charged with the hours worked at the time they sign up.

7. An employee with the lowest accumulated hours to date will have their choice of overtime within that particular workweek at the time the overtime was offered.

R. Employee(s) who is assigned to work on their regular shift on an evening prior to a holiday, and whose work ends on the holiday, shall work the necessary hours to complete that day's work at the regular rate. All hours worked in excess of eight (8) hours will be at the holiday rate of two (2) times the hourly rate of pay.

S. All employees are required to work, if scheduled, (Monday through Friday) the day before and the day after a holiday in order to receive compensation for the holiday, excluding sick leave.

ARTICLE XXXII

MANAGEMENT SECURITY

A. The Union recognizes that the Employer covered by this Agreement must compete and keep abreast of developments in methods of distribution; and must operate efficiently and economically if he is to be able to meet the rising costs of operation, including rates of pay and working conditions to members of the Union. Accordingly, the Union agrees that it will cooperate with the Employer to the end that his business may be operated efficiently, and further agrees that it will not interfere in any way with the Employer's right to operate and manage his business, provided that nothing herein will permit the Employer to violate any of the terms and/or conditions of this Agreement.

B. If the steward of the employees feels that the Employer in any way violates this Agreement, the matter shall be handled in the manner outlined by the grievance procedure in this Agreement.

ARTICLE XXXIII

SAVINGS AND SEPARABILITY CLAUSE

A. The parties to this Agreement believe it complies with Chapter 123 New Jersey Public Laws of 1974. Accordingly, it is agreed that nothing contained in this Agreement shall require Union or Employer to do anything which violates the law.

B. The Parties agree that all of the clauses of this Agreement shall be severable. Any clause which may be prohibited by, invalid under, or in contravention of any operable federal or state law, or under which Employer or Union is required to do any act which is in contravention of any federal or state law, shall be null and void, but in such event the remaining clauses shall continue in full force and effect for the term of this Agreement and any renewal thereof.

C. The parties agree, in good faith, to attempt to replace any such null and void clause with a clause which conforms with the law.

D. The parties further agree that if during the term of this Agreement, or any renewal thereof, any such null and void clause shall become legal or permissible to legislative enactment, a subsequent decision of courts or otherwise, such null and void clause shall again become part of this Agreement.

E. Any disagreement shall be submitted to the grievance procedure.

F. The Employer who is party to this Agreement agrees to be bound by all of the terms and provisions of the Agreement and the interpretations and enforcement thereof, and does further agree to participate in negotiations of any modification or renewal of the contract.

ARTICLE XXXIV

GENERAL

A. The Employer agrees to the posting, within his business premises, of notice of Union meetings, etc. The Board of Education shall have available a bulletin board of Union notices.

B. No employee shall be discharged or otherwise disciplined or penalized as a result of any attachment, execution or assignment of his wages, whether voluntary or involuntary.

C. Employer may establish such rules as he deems necessary or desirable provided that such rules are not in conflict with the terms of this Agreement.

D. Employer agrees that if any employee is required to wear any kind of uniform as a condition of his continued employment, such uniform shall be furnished and maintained by Employer, free of charge at the standard required by Employer.

E. The Employer shall provide suitable sanitary conditions for his employees, such as toilets and running water.

F. When Employer and Union shall have agreed in writing upon interpretations of this Agreement, such interpretations or rules and regulations shall be regarded as part of this Agreement.

ARTICLE XXXV

EMPLOYEE'S BAIL

A. Employees will be bailed out of jail if accused of any offense in connection with the faithful discharge of their duties, and any employee forced to spend time in jail or in courts shall be compensated at his regular rate of pay. In addition, he shall be entitled to reimbursement for his meals, transportation, court costs, etc. Provided, however, that faithful discharge of duties shall in no case include compliance with any order involving commission of a felony. In case an employee shall be subpoenaed as a witness for Employer he shall be reimbursed for all time lost and expenses incurred.

ARTICLE XXXVI

NO STRIKE CLAUSE

A. All grievances shall be processed in orderly fashion through the steps provided in this Agreement. There shall be no strikes, work stoppages, slow-downs, lockouts, or threats thereof, for any reason whatsoever during the term of this Agreement.

ARTICLE XXXVII

VACATIONS

A. Persons employed between July 1st and September 1st of a given year will be granted two (2) weeks of paid vacation after June 30th of the following year.

B. Persons employed between September 2nd and February 1st will be granted one week of paid vacation after June 30th of the following year.

C. Persons employed in:

February will receive four (4) days of paid vacation after June 30th of the following year.

March will receive three (3) days of paid vacation after June 30th of the following year.

April will receive two (2) days of paid vacation after June 30th of the following year.

May will receive one (1) day of paid vacation after June 30th of the following year.

D. Persons who have completed from five (5) to nine (9) years of continuous service to the district will be granted three (3) weeks of paid vacation per year.

E. Persons who have completed ten (10) or more years of continuous service to the district will be granted four (4) weeks of paid vacation per year.

F. If an employee's vacation falls in a week in which a holiday recognized by this Agreement falls, the employee shall receive an additional day's vacation or a day's pay computed at the straight time rates in lieu thereof, to be determined by the Employer.

G. The Employer shall have the right to schedule the number of men in each classification who shall receive vacations at a particular time. Employees within a particular classification must select their vacations according to seniority, unless mutually agreed to by the Union and the Employer. The vacation period of each qualified employee shall be set with due regard to the desire, seniority, and preference of the employees, consistent with the efficient operation of the Employer's business. Vacations may be scheduled on a year round basis.

H. Past practice shall prevail both as to the time of taking vacation and the number of employees entitled to be off on vacation.

ARTICLE XXXVIII

CLASSIFICATIONS AND SALARY RATES

A. Agreement as to initial salary - Whenever a person shall hereafter accept a position of employment as a member of the Deptford Township Public School District, his initial salary shall be at the rate agreed upon by the employee and the Deptford Township Board of Education.

B. The custodian at each building who is responsible for security shall receive an annual stipend as follows:

| | |
|-------------------|----------|
| High School | \$350.00 |
| Monongahela | \$350.00 |
| Shady Lane | \$200.00 |
| Good Intent | \$200.00 |
| Oak Valley | \$200.00 |
| Lake Tract | \$200.00 |
| Central | \$200.00 |
| Pine Acres | \$100.00 |
| Blackwood Terrace | \$100.00 |
| Westville Grove | \$100.00 |

C. The salary of each current employee shall be increased as follows:

| | |
|------------------------|---------|
| Effective July 1, 2005 | \$1,578 |
| Effective July 1, 2006 | \$1,656 |
| Effective July 1, 2007 | \$1,738 |

The position of Grounds Group Leader shall receive an annual stipend of \$1,040.00.

D. Boiler, insecticide, pesticide designated as 3A, 3B, and 7A, and refrigeration licenses shall be as follows:

Effective July 1, 1999, increase to \$100/year for employees who now have the license or for those employees who are now waiting to take the test and who pass it. Any other employee who hereafter received a boiler license will not receive the \$100 unless that employee is regularly assigned to a school with a 100 H.P. boiler. The Board will also pay for renewals.

Any employee who wishes to obtain any of the above licenses must obtain prior approval from the Supervisor of Buildings and Grounds. Reimbursement for tuition and fees will occur upon: approval, successful completion of the course and submission of receipts.

Apprentice Program - This program, effective July 1, 1996, shall be eliminated and those employees who have been in the program will be paid at the maintenance rate.

ARTICLE XXXIX

MEDICAL INSURANCE AND SPECIAL PAY PLAN

I. Medical Insurance

A. The Board of Education shall adopt a health insurance plan providing the following:

1. Blue Cross/Blue Shield Select Plan and Blue Cross Direct Access Plan: Blue Cross prescription plan shall be ten dollars (\$10) co-pay for generic drugs, twenty dollars (\$20) co-pay for preferred brand, and thirty dollars (\$30) co-pay for non-preferred brand drugs.

(a) Employees hired permanently on or after July 1, 2005, shall be entitled to full health benefits.

2. Effective July 1, 2005, employees currently enrolled in the Blue Cross Direct Access Plan shall remain in that plan. All new employees shall be enrolled in the Blue Cross Direct Access Plan.

B. Payment of the premiums of the health insurance plan shall be 96.8% by the Board and 3.2% by the employee through payroll deductions.

C. An employee on an unpaid leave of absence in excess of thirty (30) calendar days may continue to have coverage through the Board's medical insurance plan at the employee's own expense. In the event that the thirty (30) day period ends after the monthly premium date, the Board and the Employee shall pay the monthly premium on a pro rata basis. Thereafter, the employee shall pay the monthly cost until the month he/she returns to work, at which time the Board and the Employee shall pay the month's cost on a pro rata basis.

D. Dental Plan - The dental plan providing single coverage for the employee which was put into effect on July 1, 1982, shall remain in effect. The Board shall pay up to, but not in excess of, the sum of \$535.00 per year effective July 1, 2005, July 1, 2006, and July 1, 2007, in connection with said plan.

E. Employees may purchase dental dependent coverage at their own expense.

II. Special Pay Plan

The Deptford Township Board of Education hereby extends a "Special Pay Plan" (403B plan) for retirement to eligible members of this contract subject to the following terms and conditions:

1. Plan Requirements: At retirement, as per Article XXX, Section G of the contract, all eligible members of this contract may deposit unused accumulated sick days (as per the approved rate) and eligible unused vacation days into an employee account in an Internal Revenue Service (IRS) approved 403B plan. The employee will then determine how the money is to be distributed. It is a requirement of the plan that all eligible members of this contract participate in the plan.

2. Plan Administrator: The plan will be processed through a third party administrator via a "Special Pay Plan" (403B plan) approved by the IRS.

3. Vacation Day Pay Out: Upon retirement, an eligible member of this contract may deposit any unused vacation days into the Special Pay Plan (403B).

4. Accumulated Unused Sick Days: Eligible members of this contract who have fifteen (15) or more years in the district may deposit accumulated unused sick days into the Special Pay Plan (403B Plan) at the following rates:

2005-2006 \$30 per day

2006-2007 \$35 per day

2007-2008 \$40 per day

ARTICLE XL

WORK RELATED EDUCATIONAL PROGRAMS

A. The Board agrees to pay one hundred and fifty dollars (\$150.00) maximum per year toward tuition and other expenses incurred in connection with course work taken in a recognized program with prior approval of the Superintendent of Schools. This refers to tuition, registration fees and books. This request must be in writing.

B. Verification of expenses and tuition shall be submitted with voucher for payment in writing.

ARTICLE XLI

MISCELLANEOUS

A. The Board will be informed only through the Superintendent in any matter requiring its decision. Any employee or employee group should communicate through the proper channels of authority. When the matter requires Board action, it shall be directed through proper channels to the Board of Education.

B. It is agreed by both parties that the negotiations will be conducted without use of pressure tactics. The parties also agree, during the period of negotiations that the only publicity accorded the negotiations by the parties will consist of a joint press release or, in the event the parties are unable to agree upon wording, a joint press release stating that "no progress has been made".

C. It is understood by all parties that under the ruling of courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.

D. The parties agree to follow the procedures outlined in the Agreement and to use no other channels to resolve any question or proposal until the procedures within this Agreement are fully exhausted.

E. There shall be no discrimination in practices and procedures of the school system policies in hiring, training assignments, promotions, transfer or discipline of employees on the basis of race, creed, color, religion, national origin, sex, domicile, marital status or association activities.

F. Whenever any notice is required to be given by either party of this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so in writing with signed receipt of delivery at the following addresses:

1. If by the Teamsters Local Union No. 676 to the Board of Education:
2022 Good Intent Road
Deptford, New Jersey 08096
2. If by the Board of Education to the Teamsters Local Union No. 676:
101 Crescent Boulevard
Collingswood, New Jersey 08108

G. The parties agree to enter into collective negotiations over a successor Agreement and they agree that this Agreement shall remain in force until such times as a New Agreement is reached in accordance with Chapter 123 Public Laws of 1974. Such negotiations shall begin not later than the third Thursday of October of the calendar year preceding the calendar year in which this Agreement expires.

H. The Board agrees to furnish the Teamsters Local Union No. 676 upon reasonable request such information as will assist the Teamsters Local Union No. 676 in developing intelligent, feasible and constructive proposals on behalf of the employees, students and the school system. This information may include a complete and accurate financial report and tentative budget for that next school year.

I. The Teamsters Local Union No. 676 agrees to furnish the Board and Superintendent, upon reasonable request, research information and data gathered by the Local Union No. 676 that will assist the Board and Superintendent in the development of sound educational programs.

J. During the term of this Agreement neither party shall be required to negotiate with respect to any matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either parties at the time they negotiated or executed this Agreement.

K. This Agreement shall not be modified in whole or in part by the parties. Board policy shall prevail on all matters not covered by this Agreement.

ARTICLE XLII

TERM OF AGREEMENT

It is agreed between the Board of Education of Deptford Township and Teamsters Local Union No. 676 that the content of this Agreement shall be effective from July 1, 2005, through June 30, 2008.

Resolution of Adoption by the Board of Education:

Deptford Township Board President: _____

Attested by the Board Secretary: _____

Dated: _____

Teamsters Local Union 676 President: _____

Teamsters Local Union 676 Business Agent: _____

Dated: _____