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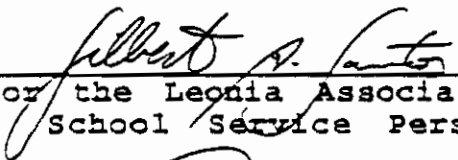
LEONIA BOARD OF EDUCATION

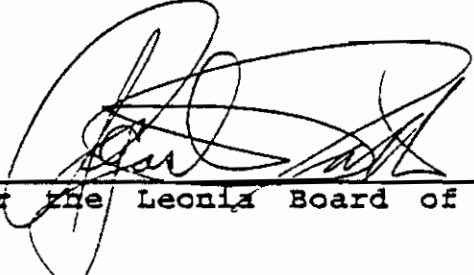
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LEONIA ASSOCIATION OF SCHOOL

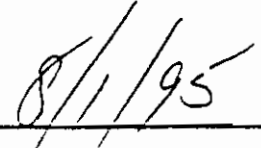
SERVICE PERSONNEL

Contract for July 1, 1995 to June 30, 1998

  
\_\_\_\_\_  
For the Leonia Association of  
School Service Personnel

  
\_\_\_\_\_  
For the Leonia Board of Education

  
\_\_\_\_\_  
(Seal)

  
\_\_\_\_\_  
Date

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## ARTICLE I

### RECOGNITION

The Leonia Board of Education hereby recognizes the Leonia Association of School Service Personnel as the exclusive and sole representative for collective negotiation concerning grievances and terms and conditions of employment for all Custodians and Maintenance Specialists under annual contracts employed by the Board, but excluding all supervisory personnel.

## ARTICLE II

### DEFINITION OF EMPLOYEE

Unless otherwise indicated, the term "employee", when used hereinafter in this Agreement, shall refer to all employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

## ARTICLE III

### DURATION OF CONTRACT

This Agreement shall become effective on July 1, 1995 and remain in effect through June 30, 1998.

In the event a successor agreement is not completed by June 30, 1998, the terms of this agreement shall remain in effect until the successor agreement is negotiated.

## ARTICLE IV

### GRIEVANCE PROCEDURE

#### A. DEFINITIONS:

##### 1. GRIEVANCE

A "grievance" is a claim by an employee or the Association based upon the interpretation, application, or violation of the Agreement, policies affecting terms and conditions of employment, or administrative decisions affecting an employee or a group of employees.

##### 2. AGGRIEVED PERSON

An "aggrieved person" is a person or persons, or the Association making the claim.

##### 3. PARTY IN INTEREST

A "party in interest" is the person or persons making the claim or any person including the Association or the Board, who might be required to take action or against whom action might be taken in order to resolve the claim.

#### B. PURPOSE:

The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting employees. Both parties agree that these proceedings will be kept informal and confidential.

C. PROCEDURE:

1. TIME LIMITS

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

2. LEVEL ONE

An employee with a grievance shall first discuss it with his immediate supervisor within five (5) working days of the occurrence, either directly or through the Association's designated representative, with the objective of resolving the matter informally.

3. LEVEL TWO

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, he may file the grievance in writing directly or through the Association within five (5) working days with his immediate superior. The grievance shall specify:

- (a) The nature of the grievance.
- (b) The results of the previous discussions.

The Supervisor shall communicate his decision, in writing, to the employee within five (5) working days after receipt of the written grievance.

4. LEVEL THREE -

Board Secretary/School Business Administrator

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within the specified time, he may within five (5) working days after a decision by the superior, appeal the decision to the Board Secretary/School Business Administrator. The request must be made in writing. The Board Secretary/School Business Administrator shall proceed to hold a hearing to resolve the matter as quickly as possible but within a period of no more than ten (10) working days. The Board Secretary/School Business Administrator shall communicate his decision in writing to the employee's supervisor, and the Board of Education.

5. LEVEL FOUR - Board of Education

If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education. The written request shall be submitted to the Board Secretary/School Business Administrator of the Board of Education within five (5) days of the Board Secretary/School Business Administrator's decision. The Board or a Committee thereof, shall review the grievance and may within fifteen (15) working days of receipt of the grievance hold a hearing with the employee and shall render a decision in writing within fifteen (15) working days of receipt of grievance by the Board or of the date of the hearing with the employee, whichever comes later.

## 6. LEVEL FIVE

(a) If the employee is dissatisfied with the decision of the Board of Education and if the grievance pertains to a matter of agreement between the Board of Education and the Association, the employee or the Association may request within thirty (30) calendar days that the grievance be submitted to a mutually acceptable arbitrator selected from the PERC list.

(b) The arbitrator so selected shall confer with the representatives of the Board and the Association, and hold hearings promptly and shall issue his decision not later than twenty (20) days from the date of the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.

(c) The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.

D. MISCELLANEOUS:

1. EMPLOYEE and ASSOCIATION

Any aggrieved person may be represented at all stages of the grievance procedure by himself, or at his option, by a representative(s) selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and to state its views at all stages of the grievance procedure.

2. SEPARATE GRIEVANCE FILE

All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.

3. MEETINGS and HEARINGS

All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives, heretofore referred to in this Article.



## ARTICLE 7

### DAILY WORK HOURS

#### 1. WORK DAY

The work day shall consist of eight (8) hours excluding an uninterrupted lunch period of one (1) hour for day shift and one-half (1/2) hour for night shift. Lunch periods will be staggered so that there will be someone "on duty" during the assigned working days.

#### 2. COFFEE BREAKS

a. An uninterrupted period of twenty (20) minutes.

b. Coffee breaks shall be staggered so there will be someone "on duty" during the assigned working hours.

#### 3. OVERTIME

Defined as any time spent at regular duties or other assigned duties, consistent with this agreement, either before/after daily work hours; or any other than provided in the regular work year.

All overtime remuneration shall be at the proper rate.

4. CALL TIME and OVERTIME

a. Any employee called in on a Regular Day Off shall be paid for at least a minimum of four (4) hours at the overtime rate. If such a call in is for shoveling snow, the overtime rate shall be double time. All snow shoveling is to be paid at a rate of double time beyond regular work hours.

b. Overtime shall be paid at the rate of 1-1/2 times the employee's regular hourly rate of pay for all time worked in excess of forty (40) hours in any work week. For the purpose of determining the work week, the following count as regular work days:

- (1) Holidays
- (2) Paid sick days
- (3) Paid vacation days
- (4) Paid personal days
- (5) Other approved paid leaves

c. An employee who works on a scheduled vacation day or a holiday shall receive straight time in addition to the vacation or holiday pay.

d. In the event a custodian cannot report to work on a snow day, he/she shall not be docked for that day but shall have the choice of substituting as vacation day, holiday or personal day in lieu of said day.

e. Sunday work shall be paid at the rate of 2 times the employee's regular hourly rate.

ARTICLE VI

TEMPORARY LEAVES OF ABSENCE

A. TYPES OF LEAVES

1. PERSONAL

Two (2) days leaves of absence for personal, legal, business or family matters which require absence during working hours. Application to the Board Secretary/School Business Administrator for personal leave shall be made at least three (3) days before taking such leave (except in the case of any emergency). In case of emergency, the application shall be filled out as soon as possible on return. Payment will be withheld until application is turned in.

2. LEGAL

Time necessary for appearance in any legal proceeding connected with the employee's employment or in any other legal proceedings, if the employee is required by law to attend up to three (3) days.

3. DEATH

Up to four (4) days at any one time in the event of death of an employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law.

ARTICLE VII

SICK LEAVE

1. ACCUMULATION

All employees shall be entitled to twelve (12) sick leave days each school year. For those employed during the year, they shall be entitled to one (1) sick day leave for each month worked. All unused sick leave shall be accumulative.

Employees shall be given a written accounting of accumulated sick leave days through June 30th, no later than October 1st of the school year.

2. RETIREMENT

Each employee upon retiring from the district shall be entitled to \$30.00 per day of accumulated sick leave up to a maximum of 125 days. In order to be eligible, an employee must have a minimum of twenty-five accumulated sick days.

ARTICLE VIII

VACATION AND HOLIDAY SCHEDULE

1. VACATION SCHEDULE

Vacation eligibility shall be determined as of July 1st of each year.

Vacation time shall be scheduled to coordinate with the work schedule and shall be subject to the approval of the immediate supervisor. Such approval shall not be arbitrarily withheld.

Vacation times shall be chosen in the order of seniority.

The thirteen employees listed below have been grandfathered and shall adhere to the PREVIOUSLY EXISTING Vacation Schedule:

Alberto Barrios	Thomas Lane
Jairo Barrios	John McGlynn
Jorge Barrios	Frank Pagano
Pedro Bracero	Ed Perhan
John Emerick, Jr.	Gilberto Santos
John Emerick, Sr.	Thermon Woodley
Rudy Fubler	

PREVIOUSLY EXISTING VACATION SCHEDULE

Less than 12 months	1 day for each month after the second month
1 through 4 years	10 days
5 through 9 years	15 days
10 years or more	20 days

NEW VACATION SCHEDULE

All employees hired after July 1, 1995, will be on the new Vacation Schedule as shown below:

Less than 12 months	1 day for each month after the second month
1 through 3 years	5 days
4 through 7 years	10 days
8 years or more	15 days

2. HOLIDAY SCHEDULE

Twelve (12) paid holidays. Mutual scheduling of holidays.

ARTICLE IX

SALARY SCALE

The Salary Scale will be terminated June 30, 1995. A new scale, in order to place all employees on proper guide will be implemented. Each employee will be placed on a specific Salary Guide as stated below:

\$22,150	Alberto Barrios, John Emerick Jr., Thomas Lane
23,080	Ed Perhan, Frank Pagano
24,050	Jairo Barrios
25,060	-
26,100	Pedro Bracero, John McGlynn
27,190	Jorge Barrios, Thermon Woodley
28,320	-
29,500	Rudy Fubler
37,200	Gilberto Santos
39,600	John Emerick, Sr.

Year No. 2, 1996/1997, and year No. 3, 1997/1998, each employee will receive a 4% increase over basic salary.

<u>STIPEND:</u>	Head Custodians	ACS	\$1,200
		LMS	1,200
		LHS	1,500

All members of the bargaining unit will receive a one time stipend of \$500.00 at the beginning of their 10th year of service.

NIGHT DIFFERENTIAL: \$900

ARTICLE X

INSURANCE PROTECTION

The following employees will be grandfathered with benefits A and B below which includes State Health Plan and Dental Plan:

Alberto Barrios	Thomas Lane
Jairo Barrios	John McGlynn
Jorge Barrios	Frank Pagano
Pedro Bracero	Ed Perhan
John Emerick, Jr.	Gilberto Santos
John Emerick, Sr.	Thermon Woodley
Rudy Fubler	

All new employees as of July 1, 1995 will receive coverage for "Self Only" with the right to participate in "Spouse" and/or "Family" at their own expense.

INSURANCE PROTECTION GRANDFATHERED  
AND NEW COVERAGE AS OF JULY 1, 1995

- A. The Board of Education will make available at its expense the State Health Plan for the employees and their eligible dependents.
- B. The Board shall make available, at its expense, a dental insurance plan for the employees and their eligible dependents. Said dental coverage shall be equal to that provided in the teachers' bargaining unit.
- C. All custodians and maintenance specialists, except those over sixty-five (65) will be covered by disability insurance. This plan shall have a five (5) working days waiting period before collecting benefits.



ARTICLE XII

MISCELLANEOUS PROVISIONS

A. Compliance Between Individual Contract and  
Master Agreement

Any individual contract between the Board and an individual employee, hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with the Agreement, this Agreement, while in effect, shall be controlling.

B. Notice Provision

The Board shall not exercise the thirty (30) day written notice provision in an individual contract to terminate an employee without cause prior to June 30, 1996.

C. Printing Agreement

Copies of this Agreement shall be reproduced at the expense of the Board after agreement with the Association on format within thirty (30) days after the Agreement is signed. The Agreement shall be presented by the Association to all employees in the unit now employed, hereafter employed, or considered for employment.

ARTICLE XI

CLOTHING

1. The Board will provide six (6) sets of uniforms for each custodian every third year. Maintenance Specialists will receive six (6) sets of uniforms every second year.

2. The Board will provide up to \$75.00 for safety shoes upon presentation of a receipt from the employee.

3. The Board will provide to each employee, whose work requires same, a winter jacket, to be retained at the schools for use of the employee.

4. The Board will provide to each employee whose work requires same, a raincoat to be retained at the schools for the use of its employees.

5. All employees must wear their uniforms while at work. If an employee reports to work without his/her uniform he/she shall be sent home to change into his/her uniform. When the employee returns to work, the time lost from work in order to change into the proper uniform must be made up on the same day. If the employee does not return to work, he/she will be docked a day's pay.