

Lawrence, Township of

BOARD OF EDUCATION

TOWNSHIP OF LAWRENCE

AGREEMENT

with the

CONSTRUCTION AND GENERAL LABORERS' UNION

LOCAL 172 of SOUTH JERSEY

REPRESENTING THE CUSTODIAN AND

MAINTENANCE ORGANIZATION of the

LAWRENCE TOWNSHIP PUBLIC SCHOOLS

July 1, 1987 - June 30, 1989

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ARTICLE I

RECOGNITION

The Board of Education, Township of Lawrence, hereinafter called "Board", recognizes the Construction and General Laborers' Union, Local 172 of South Jersey, hereinafter called "Local", as the majority representative for collective negotiation with the Board, pursuant to Chapter 303 of the Laws of 1968, concerning the terms and conditions of employment for all employees of the Board, except those employed on a per diem or per hour basis, in the following classifications:

LEVEL 1:	CUSTODIAN DRIVER
LEVEL 2:	HEAD CUSTODIAN, ELEMENTARY MAINTENANCE MAN
LEVEL 3:	HEAD CUSTODIAN - LMS HEAD CUSTODIAN - LIS HEAD CUSTODIAN - LHS
LEVEL 4:	CARPENTER PLUMBER ELECTRICIAN

The term "employee" when used hereinafter in this Agreement shall refer to any employee in the above enumerated classifications who is represented by the Local. The foregoing recognition shall continue in effect until the Public Employment Relations Commission shall have certified a new representative for a negotiating unit.

ARTICLE II

GRIEVANCE PROCEDURE

A. DEFINITION

1. A "grievance" is a claim by an employee covered by this Agreement or by the Local based upon the interpretation, application, or violations of this Agreement, policies or administrative decisions affecting the employee(s).
2. The "Grievant" is the person or persons making the claim.
3. "Working days" as used in this article means the days on which the "grievant" is normally expected to be at work.

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 the parties to this Agreement. The parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. A grievance to be considered under this procedure must be initiated by the grievant within ten (10) working days from the time of its occurrence or the time when the aggrieved became aware, or should have become aware, of the alleged grievance.

GRIEVANCE PROCEDURE (continued)

C. PROCEDURE (continued)

STEP 1 - An employee shall first review any potential grievance with the Local's Steward and then, at the employee's option with or without the representative of the Local, shall discuss his grievance with his immediate supervisor in an attempt to resolve the matter informally. The supervisor shall attempt to adjust the matter and shall respond orally to the grievant and the Steward within five (5) working days.

STEP 2 - If the grievance has not been settled through discussions with the immediate supervisor, the grievant or the Local shall present the grievance in writing to the Director of Personnel within five (5) working days. The Director of Personnel shall communicate his decision in writing to the grievant and the Local within five (5) working days after he receives the written grievance.

STEP 3 - If the grievance is not settled at Step 2, the grievant or the Local shall have five (5) days after receipt of the Personnel Director's written decision to appeal the decision to the Superintendent of Schools. The appeal to the Superintendent must be in writing and shall state (a) the nature of the grievance, (b) the nature and extent of the injury, loss or inconvenience to the grievant, and (c) the dissatisfaction with decisions previously rendered. The Superintendent shall respond in writing to the grievant and the Local within five (5) working days.

GRIEVANCE PROCEDURE (continued)

C. PROCEDURE (continued)

STEP 4 - If the grievance is not resolved at Step 3, the grievant or the Local may request, no later than five (5) working days after receipt of the Superintendent's decision, a review by the Board. The request shall be submitted in writing through the Superintendent, and the Board shall render a decision in writing within two calendar weeks.

STEP 5 - If the decision of the Board does not resolve the grievance to the satisfaction of the grievant and the Local wishes review by a third party, the grievance may be submitted to Arbitration. If Arbitration is requested, the Local shall notify the Board within ten (10) working days of receipt of the Board's decision in Step 4. Grievance concerning (a) any matter for which a specific method of review is prescribed by law or any regulation of the State Commissioner of Education or any matter which according to law is either beyond the scope of Board authority or limited to action by the Board alone; (b) a complaint of an employee with less than three years of continuous employment by the Board which arises by reason of his not being re-employed; and (c) any matter not specifically part of this Agreement, shall not be deemed to be arbitrable.

GRIEVANCE PROCEDURE (continued)

C. PROCEDURE (continued)

The following procedure shall be used to secure the services of an arbitrator:

- (1) A joint request will be made to the Public Employee Relations Commission to submit a roster of persons qualified to function as an impartial arbitrator in the dispute in question;
- (2) If the parties are unable to agree upon a mutually satisfactory arbitrator from the submitted list, they will request the Public Employee Relations Commission submit a second roster of names; and
- (3) If the parties are unable to agree upon a mutually satisfactory arbitrator from the second submitted list, either party may request, within ten (10) working days from receipt of such list, the Public Employee Relations Commission to designate an arbitrator.

The arbitrator shall limit himself to the interpretation and application of the terms of the Agreement, to the issues submitted to him, and shall not add to, nor subtract anything from the Agreement between the parties. The decision of the arbitrator shall be advisory only unless the Board and the Local have previously mutually agreed that it shall be final and binding.

GRIEVANCE PROCEDURE (continued)

C. PROCEDURE . (continued)

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 Local. All other expenses incurred shall be paid by the party incurring same.

2. Any grievant may be represented at all stages of the grievance procedure by himself, or, at his option, by a representative selected or approved by the Local. When a grievant is not represented by the Local in the processing of a grievance, the Local shall at the time of submission of the grievance to the Superintendent, or at any later level, be notified that the grievance is in process, have the right to be present and present its position in writing at all hearing sessions held concerning the grievance and shall receive a copy of all decisions rendered. A copy of the written decision in Step 2 shall be given to the Local.
3. No reprisals of any kind shall be taken by the Board, its administrators, or the Local against any grievant or his representatives by reason of his participation in the grievance procedure.



GRIEVANCE PROCEDURE (continued)

C. PROCEDURE (continued)

4. Since it is important that grievances be processed as rapidly as possible, 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.
5. The dismissal of an employee shall not be grievable unless that employee has more than three consecutive years of continuous employment by the Board.

ARTICLE III

EMPLOYMENT AND SALARIES

- A. The salaries of all employees covered by this Agreement are set forth in Schedules A which are attached hereto and made a part hereof.
- B. 1. Employees on a twelve (12) month basis shall be paid in twenty-six (26) bi-weekly installments.
2. When a pay-day falls on or during a school holiday, employees shall receive their pay checks on the last previous school work day.
3. Employees shall receive their final checks for the school year and a list of pay dates for the following year on the last pay day in June.
- C. 1. The normal work week for an employee shall consist of five (5) consecutive days of eight (8) work hours each, beginning at 7:00 A.M. Monday and ending at 7:30 A.M. on the following Saturday.
2. An employee who works the second shift or third shift shall be paid a premium of \$.30 and \$.35 per hour respectively during the 1987-88 school year. Effective July 1, 1988 the premium will be \$.35 for the second shift and \$.40 for the third shift. No employee employed by the Board before August 1, 1972 shall be assigned to work the third shift against his wishes unless that employee already was working the third shift as of that date or unless the employee agreed in writing, as a condition of employment, to work any shift. Employees assigned to the second and third shift shall receive the shift differential when calculating vacation pay.

EMPLOYMENT AND SALARIES (continued)

3. Each employee will be permitted a 15 minute break during the first four hours of the work shift, and an additional 15 minute break during the second four hours of the work shift. All such breaks are to be scheduled by management and are not to be taken by the employee without management authorization.
4. Straight time hourly rates are determined by the following formula:  
Guide step amount divided by 2080 hours.
5. One and one-half ( $1\frac{1}{2}$ ) times his straight time hourly rate shall be paid an employee for all hours he works in excess of forty (40) hours in any one week. Also, one and one-half ( $1\frac{1}{2}$ ) times the straight time hourly rate shall be paid an employee for all hours he works in excess of eight (8) hours in any work day.
6. Double time shall be paid an employee for all hours worked on Sunday and on Holidays as defined in Article VII (A).
7. Any employee called from home; (1) after completing his regular eight (8) hour work day or; (2) on an unscheduled work day shall be paid a minimum of three (3) hours at the rate of one and one-half ( $1\frac{1}{2}$ ) times his straight time rate.
8. Scheduled overtime work at a particular school shall be offered first to the qualified custodian assigned to that school. In the event they are unavailable for work, the work should be offered to the man on the maintenance roster who has the lowest total number of overtime hours during that school year. A maintenanceman

EMPLOYMENT AND SALARIES (continued)

who works for five (5) or more consecutive days as a custodian is eligible for any scheduled overtime at the particular school. For this purpose, any overtime work refused by an employee shall be counted as hours worked. The Supervisor of Buildings and Grounds shall endeavor to equalize the number of overtime hours among the employees in any classification during the school year. However, the assignment of an employee to scheduled overtime for any particular occasion shall rest with the discretion of the Supervisor of Building and Grounds.

- D. The Local shall have the right to use school facilities for meetings of its organization. All requests for such use of school facilities shall be cleared in advance with the Board's Business Manager. An employee cannot attend any such meeting which is held during his working hours. The Local agrees that it will restore any facilities used to their pre-meeting condition.
- E. If a supervisor gives a written reprimand to an employee, he shall provide a copy to the Steward. The Steward may attend a reprimand conference at the invitation of the employee.
- F. An employee who has at least three (3) consecutive years of continuous employment with the Board shall hold his position during good behavior and efficiency and shall not be dismissed or suspended or reduced in compensation, except as the result of the reduction of the number of employees in the district made in accordance with the provisions of Title 18A or except for neglect, misbehavior or other offense and only in the manner prescribed by Subarticle B of Article 2 of Chapter 6 of Title 18A.

EMPLOYMENT AND SALARIES (continued)

- G. The Board may withhold any increment provided by the Salary Guide and the employee denied an increment to which he is otherwise entitled shall have recourse only to the appeals procedure prescribed by such statutes.
- H. The Board shall deduct from employees' salaries money for any or all of the following as requested by such employees:
1. Health and Accident Insurance, including Blue Cross, Blue Shield, Rider J and Major Medical, Prescription Drug and Dental Care.
  2. Annuities
  3. Local Dues
  4. Contributory Life Insurance
  5. United Fund
  6. United States Savings Bonds
  7. Mercer County Credit Union
- I. The Board shall have the right to terminate the employment of any employee who has less than three (3) consecutive years of continuous employment by the Board upon written notice of not less than fifteen (15) days, except that such notice shall not be required where such termination is made by the Board on grounds permitted by appropriate statutes. No employee shall voluntarily cease his employment with the Board unless he has first given the Board at least fifteen (15) days written notice of his intention to do so.

EMPLOYMENT AND SALARIES (continued)

- J. Whenever the Board determines not to renew the contract of an individual employee who has less than three (3) consecutive years of continuous employment with the Board, the Board shall give written notice of such intention to the employee as early as possible, but in no event later than April 30th of the year in which the contract expires. An employee receiving such notice shall be afforded an opportunity promptly upon request to discuss the matter with the Superintendent or his designee. The Superintendent's decision shall be conclusive and not subject to the grievance procedure. Any employee who intends not to renew his employment contract with the Board shall give written notice of such intention to the Board as early as possible, but in no event later than April 30th of the year in which the contract expires.
- K. The Board may at its discretion, adopt work rules for the efficient, orderly, and timely operation of assignments performed by members of this bargaining unit. The bargaining agent will be given a copy of any work rules, fifteen (15) days prior to the imposition of these work rules and the bargaining agent will be required to make any consultative comments it may have no later than ten (10) days after receipt of the proposed work rules. The Board will consider the comments of the bargaining agent, but the final adoption and implementation of the work rules document will be left to the discretion of the Board and its agents. The Local will make every effort to facilitate the successful operation of these work rules but reserves the right to submit to the grievance procedure.

EMPLOYMENT AND SALARIES

(continued)

L. If, at the discretion of an administrator, a Custodial or Maintenance employee must have his/her lunch interrupted in order to perform a necessary Custodial or Maintenance function, then the employee shall be eligible for time and one half payment for the one half ( $\frac{1}{2}$ ) hour lunch period that has been interrupted. This payment will only be made if authorized by the immediate supervisor and no payments will be made if lunch is interrupted by the employee without permission of the employee's immediate supervisor.

M. Payment for longevity during 1987-1988 and 1988-1989	<u>1987-88</u>	<u>1988-89</u>
15 years service in Lawrence	\$255.00	\$275.00
20 years service in Lawrence	\$375.00	\$400.00
25 years service in Lawrence	\$495.00	\$520.00
30 years service in Lawrence	\$600.00	\$625.00

Applicable years of service must have been accumulated prior to July 1 of each year. Payment will become effective on July 1 of each year and will become part of the contractual salary for that year.

N. Whenever a permanent employee dies, having earned annual vacation leave, there will be calculated and paid to his estate, a sum of money equal to the earned pro-rated vacation based on his salary at time of his death.

ARTICLE IV

SENIORITY

- A. Seniority is defined for purposes of this article as an employee's total length of continuous service based upon the employee's last date of hire as an employee of the Board. During the first 60 days of employment, the employee will be classified as a temporary probationary employee. If at the end of the sixty day period, the employee is offered a contractual appointment for the balance of the school year, the appointment will be retroactively dated to the start of the sixty (60) day period. During the sixty day period, the employee will have no rights or privileges granted by this contract.
- B. Each time a question as to seniority arises between two or more qualified employees having the same total length of continuous contractual service, those employees shall draw to determine seniority rank for the purpose in question.
- C. In all cases of layoff, recall and vacation schedules, employees with the greatest amount of seniority shall be given preference. In the case of a layoff due to a reduction in the number of employees, the last employee hired shall be the first employee to be laid off, regardless of the level he is on. However, if the layoff results in an attempt by a first employee to bump a second employee who is at a higher level in the classification, that first employee must be qualified to fill the position held by the second employee. A person laid off due to a reduction



SENIORITY (continued)

in the number of employees will be kept on recall status for two (2) calendar years and, if reemployed within that period, will receive credit for the time he was on layoff with respect to level and step. However, to be re-employed, the employee must be qualified for the position available.

- D. The Board shall maintain an accurate up-to-date seniority roster showing the date on which each employee's continuous contractual service began, his classification and pay rate, and a copy of same shall be made available to the Local Steward.
- E. Every vacancy for any position covered by this Agreement, and which vacancy is to be filled, shall be posted at least five (5) days before the position is filled. Posting will include the job title, classification, shift, job location, and shall be posted, in addition to other locations, on Custodian Room Bulletin Board. Vacancies will be filled only at the Board's discretion, and candidates will be selected in accordance with qualifications and seniority. The Board reserves the right at times of job vacancies to involuntarily transfer a custodian from one school to another or from one shift to another. Such involuntary transfer would only take place, when the employee's record indicates that such a transfer would be to his and the Board's best interest.
- F. To be eligible to bid for a Head Custodian vacancy, employee(s) must be a custodian one (1) year prior to the vacancy or have comparable custodian experience within the district.

SENIORITY (continued)

G. The Board agrees to recognize a maximum of one shop Steward selected by the union. The Local Steward shall be given super-seniority for the period covered by this contract. Super-seniority is defined as the Steward not being subject to any of the seniority provisions of this contract. Said Shop-Steward will be assigned to the day shift unless the Steward and Supervisor of Building and Grounds agree otherwise. Notwithstanding the super-seniority provision, the Steward is subject to all disciplinary rules and regulations including suspension and discharge. The Steward will be granted a reasonable amount of time during his working hours, without loss of pay, to interview an employee who has a grievance and to discuss the grievance with the employee's immediate supervisor. The Steward must apply to his immediate supervisor for permission to have time off, and such time off will be granted at the discretion of the immediate supervisor.

ARTICLE V

FIREMAN'S LICENSE

- A. Effective July 1, 1987, employees who hold a black seal low pressure fireman's license will receive \$300.00 during school year 1987-88 commencing July 1, 1987. The Board will determine the number of licenses to be issued to employees not already in possession of such licenses. To this end, the Board will pay the annual fee for incumbent holders and all costs for new employees authorized to obtain such a license. Effective July 1, 1988, each holder of a fireman's license will be paid \$350.00. As a condition for receipt of this amount, each licensed employee will be required to perform specified boiler work. In absence of such performance, no license fee will be paid. Payment will be made in the last pay check of the school year. If a retirement occurs before December 31, one-half the stipend is to be paid. If the retirement is on December 31st or thereafter, full stipend is to be paid.

BUS DRIVER'S LICENSE

- B. Effective July 1, 1987, employees classified permanently or temporarily as bus drivers will be paid \$150.00 for the school year 1987-88 and \$200.00 for the school year 1988-89. As a condition for the receipt of this sum, drivers will be expected to perform required daily safety checks of the vehicle they drive, and they will also maintain the vehicle in a clean condition. Payment will be made in the last pay check of the school year. If a retirement occurs before December 31, one-half the stipend is to be paid. If the retirement is on December 31st or thereafter, full stipend is to be paid.

ARTICLE VI

SAFETY

A. A joint Board-Employees Safety Committee shall be established to institute safety practices within the confines of all building and grounds under the jurisdiction of the Board. The committee shall consist of five (5) members as follows:

- (a) Two (2) representatives chosen by the Board
- (b) Two (2) representatives chosen by the Local
- (c) The Board's Business Manager or designee

The Safety Committee shall study and make recommendations to the Board regarding safety generally, including but not limited to work clothes, foul weather gear, and safety eye glasses. All recommendations of the Safety Committee will be reviewed by the Board and are subject to Board approval. The Safety Committee shall meet when needed, but will hold at least one meeting quarterly.

B. For the duration of this contract the Board will supply the following safety items:

Safety Glasses - non-prescription

Tools - 1st issue only

Foul Weather Gear

The wearing of Board issue safety equipment is required.

C. All lost tools or other equipment must be replaced at the employee's cost.

SAFETY (continued)

D. All employees permanently or temporarily assigned as custodians or or head custodians will be expected to perform simple repair tasks in the building to which they are assigned. Simple repair tasks are defined but not limited to the following:

1. Tightening up screws in doors, equipment, banisters, etc.
2. Installing new glides on furniture.
3. Installing pencil sharpeners and other small equipment
4. Touch-up painting.

E. SAFETY SHOES

The Board of Education shall provide during each year of the contract:

- a) Two pairs of safety shoes

F. UNIFORMS

The Board of Education shall provide the following:

- a) 1987-88 - Four uniforms (2 long sleeve shirts/2 short sleeve shirts)
- b) 1988-89 - One jacket per employee

ARTICLE VII

HOLIDAY AND VACATIONS

- A. The Board will determine, in accordance with the Law, the dates between which the schools will be open, and will adopt each year a school calendar which shows the holidays recognized by the Board. The employees shall have off the Board recognized holidays listed on the school calendar. The employees shall have off the Board determined holidays listed on the school calendar, and shall be a minimum of 14.5 days.
- B. All employees shall be entitled to annual vacation as follows:

First through ninth year:	-	15 days
10th year	-	16 days
11th year	-	17 days
12th year	-	18 days
13th year	-	19 days
14th year	-	20 days
15th year	-	21 days
16th year	-	22 days
17th year	-	23 days
18th year	-	24 days
19th year	-	25 days
After 20 years	-	25 days

During the first year of employment, the employee will earn a pro-rated portion of 15 days vacation, to be taken during the succeeding school year. At the completion of each school year thereafter the employee will become eligible for vacation entitlement, shown above to be taken during the succeeding school year.

ARTICLE VIII

LEAVES OF ABSENCE

A. SICK LEAVES

Twelve month employees will be allowed thirteen (13) sick leave days per year. Any unused sick leave from one school year may accrue and be used in any other school year, as follows: For the current school year the number of sick leave days so allowed, together with any sick leave days accrued as an employee of the Lawrence Township Board of Education, are available to the employee as of the effective date of contractual employment. Effective July 1, 1987, the Board will pay to a retiring employee an amount not to exceed \$4,425.00 for unused sick leave accrued in the Lawrence Township School District. Effective July 1, 1988, the Board will pay to a retiring employee an amount not to exceed \$4,800.00 for unused sick leave accrued in Lawrence Township School District. To calculate the amount payable, (subject to the maximums) multiply the employee's daily rate of pay (contractual salary divided by 240 days) times number of unused sick days.

B. PERSONAL LEAVE

Up to three days leave of absence will be allowed per year for personal matters, religious holidays, marriage or marriage in the immediate family. Application to the employee's supervisor for such personal leave shall be made at least one day before taking such leave (except in the case of emergencies). On the application for two of the three days, the reason for the request must be indicated. On the application for one of the three days, no reason for the request is necessary. No employee will be allowed to take personal leave on the day before or the day after an authorized school holiday. Unused personal days shall be accumulated as sick days, to a total maximum of fifteen (15) days in any one year.

LEAVES OF ABSENCE (continued)

C. DEATH IN FAMILY LEAVE

Up to five (5) days leave of absence will be allowed in the event of death of an employees' spouse, child, son-in-law, daughter-in-law, parent, grandparent, father-in-law, mother-in-law, brother, sister, brother-in-law, and sister-in-law.

D. SICKNESS IN FAMILY LEAVE

Up to two (2) days leave of absence per year will be allowed when personal presence is advisable due to illness of a spouse, parent, grandparent, child, brother, sister, or spouse's parent.

E. Leaves taken pursuant to Section B through D above shall be in addition to any sick leave to which the employee is entitled.

F. The Board may grant such additional leaves of absence without pay as it may deem necessary and appropriate.



ARTICLE IX

HOSPITALIZATION

- A. Employees may voluntarily participate in the Hospital Service Plan of New Jersey (Blue Cross, Blue Shield, Rider J, Drug and Major Medical). Deductions from the salary payments of participating members of the Plan for the premium shall be made by the Secretary of the Board, and the premiums shall be paid by him to the appropriate agency.
- B. The Secretary shall keep on file the signed section of the application form which authorized the deductions.
- C. For employees enrolled in the various available insurance plans, the Board will pay an amount per month not to exceed the following:
1. Blue Cross/Blue Shield (PACE Series) Rider J, Major Medical, Prescription Drug (\$1.00 Deductible)  
Single 100%
  2. Blue Cross/Blue Shield (PACE) Series) Rider J, Major Medical, Prescription Drug (\$1.00 Deductible)  
Family 95%
  3. Blue Cross/Blue Shield (PACE Series) Rider J, Major Medical, Prescription Drug (\$1.00 Deductible)  
Parent/Child Plan 95%
  4. Blue Cross/Blue Shield, Rider J, Major Medical, Medicare Plan Series, Prescription Drug (\$1.00 Deductible)  
Single Plan 100%  
Family Plan (1 over 65) 95%  
Family Plan (2 over 65) 95%  
Husband-Wife (1 over 65) 95%  
Husband-Wife (2 over 65) 95%
  5. Major Medical Only 100%

HOSPITALIZATION (continued)

6. Dental Plan

	<u>1987-88</u>	<u>1988-89</u>
Single	75%	75%
All Other	70%	70%
Maximum Board Expenditure	\$19,828	\$ 21,411

If necessary to remain within cost of the CAP, the parties will mutually agree to alter the insurance plans and/or benefits to fall within CAP limits. The carrier for 1987-88 for dental will be Connecticut General.

- D. The Board of Education agrees to an eyeglass allowance of \$100.00 per employee per year, provided said employee presents a proper receipt to the board for re-imbusement.
- E. On a prospective basis only the Board shall pay toward the health insurance premium for retirees as follows:
- a. actual retirement under PERS
  - b. 15 years of service in Lawrence
  - c. eligible between ages 55 through 65
  - d. \$300 per year toward the annual premium

ARTICLE X

MISCELLANEOUS

- A. If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting, except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- B. Whenever any legal notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of the Agreement either party shall do so by telegram or certified mail at the following addressess:
1. If by Local, to Board at 2565 Princeton Pike,  
Lawrenceville, New Jersey 08648
  2. If by Board, to Local at School address of Steward
- C. Copies of this Agreement shall be issued at the expense of the Board within thirty (30) days after the Agreement is signed, and presented to all employees now employed, and hereafter employed, by the Board who are covered by this Agreement.
- D. This Agreement incorporates the entire understanding of the parties on all negotiable matters and shall not be added to or deleted from until the subsequent reopening of negotiations in adherence with the dates set forth in this Agreement.

E. MANAGEMENT RIGHTS

The Board hereby retains and reserves onto itself, without limitation, all powers, rights, authority, duties, and responsibilities conferred upon and vested in it prior to the signing of this Agreement by the laws and constitution of the State of New Jersey and of the United States. Included, but without limiting the generality of the foregoing, the following rights:

1. All management functions and responsibilities which the Board has not expressly modified or restricted by a specific provision of this Agreement.
2. The right to establish and administer policies and procedures related to personnel matters, Board control activities, training, operational functions, performance of services and maintenance of the facilities and equipment of the Board.
3. To reprimand, suspend, discharge or otherwise discipline employees.
4. To hire, promote, transfer, assign, reassign, lay-off, and recall employees to work.
5. To determine the number of employees and the duties to be performed.

MISCELLANEOUS (Continued)

E. MANAGEMENT RIGHTS (continued)

6. To maintain the efficiency of employees; to establish, expand, reduce, alter, combine, consolidate or abolish any job or job classification, department or operation or service.
7. To control and regulate the use of facilities, supplies, equipment, materials, and any other property of the Board.
8. To subcontract for any existing or future services as determined necessary by the Board.
9. To make or change Board rules, regulations, policies and practices consistent with the specific terms and provisions of this Agreement.

F. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under New Jersey School Laws or other applicable laws and regulations. The rights granted to employees hereunder shall be deemed to be in addition to those provided elsewhere.

G. The parties agree that if any agency or court of competent jurisdiction nullifies any portion of this Agreement, that only that section of the Agreement which is nullified shall become null and void and all other sections of the Agreement shall remain in full force and effect.

MISCELLANEOUS (continued)

- H. The parties agree that they have negotiated on all matters that were or could have been negotiable and that there are no additional promises, guarantees, warranties or agreements other than those specifically contained in this contract. The parties agree that there will be no new negotiations until the successor agreement provisions of this contract come into effect.
- I. In accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended, the employer shall deduct and pay over to the Union a representation fee in lieu of dues by payroll deduction from the salaries of all employees covered by this Agreement who are not members of the Union. The said representation fee in lieu of dues, which shall not exceed 85% of the regular membership dues, shall be paid over to the Union Treasurer within three (3) days of each payroll period ending date.
- The Union agrees to establish and maintain a demand and return system, whereby employees who are required to pay the representation fee in lieu of dues may demand the return of the "pro-rata share", if any subject to refund in accordance with the provisions of N.J.S.A. 34:13A-5.4, as amended. The demand and return system shall also provide that employees who pay the representation fee in lieu of dues may obtain review of the amount paid through full and fair proceedings placing the burden of proof on the Union. Such proceedings shall provide for an appeal by either the Union or the employee to the review board established for such purpose by the Governor in accordance with N.J.S.A. 34:13A-5.4, as amended.

MISCELLANEOUS (continued)

If during the term of this Agreement there shall be any change in the rate of membership dues which affects the amount of the representation fee in lieu of dues, Union shall furnish to the employer written notice thirty (30) days prior to effective date of such change.

- J. When employees serve on jury duty, they will be paid their regular contractual salary for each day they are required to report and be available for selection as a juror. In return, they will sign over to the Board any payment received for such jury duty.

ARTICLE XI

DURATION OF AGREEMENT

- A. This Agreement shall be effective as of July 1, 1987 and shall continue in effect through June 30, 1989. This Agreement shall not be extended orally; and may not be modified in whole or in part except by an instrument in writing duly executed by both parties.
- B. The Board representatives and the recognized employee representatives, as selected by their respective organizations, shall enter into collective negotiations concerning a successor Agreement to this one not later than November 1, 1988. Such negotiations shall begin with the complete proposals of employee representatives submitted to the Board. The Board will provide data as to the number of employees on various salary guide steps as soon as practical prior to November 1, 1988.
- C. IN WITNESS WHEREOF, the Local has caused this Agreement to be signed by its President and Secretary and the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon.

LOCAL 172 of SOUTH JERSEY

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary

BOARD OF EDUCATION, TOWNSHIP OF LAWRENCE

By: \_\_\_\_\_  
President

By: \_\_\_\_\_  
Secretary



SALARY SCHEDULE

<u>LEVEL 1</u>	<u>SCHOOL YEAR</u> <u>1987-88</u>	<u>SCHOOL YEAR</u> <u>1988-89</u>
<u>CUSTODIAN AND DRIVER</u>		
STEP I	21,100	22,500
STEP II	21,600	23,000
STEP III	22,100	23,500
STEP IV	23,000	24,400
<u>LEVEL 2</u>		
<u>HEAD CUSTODIAN-ELEMENTARY, MAINTENANCEMAN</u>		
STEP I	21,700	23,100
STEP II	22,200	23,600
STEP III	22,700	24,100
STEP IV	23,600	25,000
<u>LEVEL 3</u>		
<u>HEAD CUSTODIAN (LMS, LIS, LHS)</u>		
STEP I	21,900	23,300
STEP II	22,400	23,800
STEP III	22,900	24,300
STEP IV	23,800	25,200
<u>LEVEL 4</u>		
<u>CARPENTER, ELECTRICIAN, PLUMBER</u>		
STEP I	24,185	25,585
STEP II	24,727	26,127
STEP III	25,270	26,670
STEP IV	25,812	27,212