

**Agreement**  
**Between the**  
**Board of Education**  
**of the**  
**Lenape Regional High**  
**School District**  
**and the**  
**Lenape District**  
**Support Staff**  
**Association**

**2011-2013**

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## ARTICLE I

### RECOGNITION

- A. The Board hereby recognizes the Association as the authorized bargaining representative pursuant to the provisions of the New Jersey Public Employer-Employee Relations Act for all persons employed or to be employed by the Board included within the titles of school bus drivers, small vehicle drivers, stand-by drivers, driver aides, custodians, outside grounds custodians, maintenance, mechanics, service driver and warehouse delivery service workers, but excluding, head mechanic, custodial shift supervisors, professional employees, certified, clerical, and confidential employees and all other non-supervisory employees of the Board except when functioning as regularly employed part-time drivers.
- B. 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 defined above and references to male employees shall include female employees.
- C. All employees shall be considered as probationary for the first ninety (90) days of their employment. Probationary employees may be disciplined or terminated at any time during their probationary period at the sole discretion of the Board without recourse to the provisions of the grievance procedure in this Agreement.
- D. Any contract between the Board and an individual employee, heretofore or 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 this Agreement, this Agreement, during its duration, shall be controlling.

## ARTICLE II

### NEGOTIATION OF A SUCCESSOR AGREEMENT

- A. The parties agree to enter into collective negotiations over a successor agreement in accordance with Chapter 123, Public Laws 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. The parties agree to enter collective negotiations over a successor agreement according to the timetable established by the Public Employment Relations Commission. Any agreement so negotiated shall apply to all employees, be reduced to writing and ratified and signed by both the Board and the Association.
- B. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations.
- C. Negotiating meetings shall be held between members of the Board and/or their negotiating committee and the negotiating committee of the Association. The Superintendent of Schools and/or his designee will attend such meetings. Neither committee shall be restricted in consulting their parent bodies. No agreement reached as a result of these negotiations can be considered final without the ratification of both parent groups (Board and Association).
- D. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or negotiations respecting the collective bargaining Agreement, they shall suffer no loss in pay.
- E. This Agreement shall not be modified or amended in whole or in part except by a written instrument duly executed and ratified by both parties.
- F. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in Article I of this Agreement, with any organization other than the Association for the duration of this Agreement.
- G. The following will apply to the employees noted:
  - a) Custodians, Outside Grounds Custodians, Maintenance, Warehouse Service Workers, Mechanics and Service Driver.

Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce or otherwise detract from any benefit existing prior to its effective date.

b) Drivers and Driver Aides

The Board and the Association agree that there will be no change in terms and conditions of employment without prior negotiations with the Association.

- H. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by this Agreement and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or executed this Agreement.
- I. This Agreement shall be construed as though it were a Board policy for the term of this Agreement and the board shall carry out the commitments contained herein and give them full force and effect as though they were Board policy.
- J. Copies of this Agreement shall be printed at the expense of the Board, after agreement between the parties on the format and shall be distributed to all such employees employed by the Board.

### ARTICLE III

#### ASSOCIATION RIGHTS AND PRIVILEGES

- A. The Board agrees to furnish to the Association in response to reasonable requests from time to time all available public information concerning the financial resources of the District, and information which may be necessary for the Association to process any grievance.
- B. The Association and its representatives shall have the right to use school facilities at all reasonable hours for meetings provided that they use the regular building usage procedures as defined by Board policy. Any and all work time missed for the purpose of attendance at Association meetings or other bargaining unit work shall be made up, except in instances covered in Article II.D.
- C. The Board agrees to provide one (1) computer, one (1) printer, and one (1) fax machine for use by LDSSA officers for business use only. These will be located in the transportation center and will be available for use only during normal operational hours of the transportation center. The Association shall provide all materials and supplies incident to the use of said equipment and shall be responsible for any damage to said equipment. The Board shall make available an individual photocopier for use on specific occasions. The Association shall have the right to use typewriters and duplication machines when such equipment is not otherwise in use. Mail facilities and school mail boxes may be used to communicate with the Association's membership. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.
- D. The rights and privileges of the Association as representatives as set forth in this Agreement shall be granted for the life of the Agreement only to the Association as the exclusive representative of the employees, and to no other organization(s) representing any portion of the unit or potential member of the unit.
- E. The Association will be notified in writing on a monthly basis throughout the school year of each new employee and each pay change that occurs for any unit member.
- F. Except in an emergency whenever any employee is required to appear before the superintendent, Board, or any committee thereof concerning any matter which could result in the termination of his employment, he shall be given at least 24 hours prior written notice of such meeting and shall be entitled to have a representative of the Association present to represent and advise him.

## ARTICLE IV

### EMPLOYEE RIGHTS AND PRIVILEGES

- A. The parties recognize the right of every employee within the bargaining unit to join and support or to refuse to join and support the Association. Both parties agree that they shall not directly or indirectly coerce an employee in the exercise of rights conferred by the New Jersey Public Employer-Employee Relations' Act.
- B. No employee who has completed his probationary service as indicated in Article XIII shall be suspended, terminated, or reduced in compensation without just cause or as may be modified by Article XIII. Any such termination, suspension or reduction in compensation shall be subject to the Grievance Procedure starting at Step 3.
- C. Employees shall have the right to wear pins or other identification of membership in the Lenape District Support Staff Association, provided such identification is of a reasonable nature and does not interfere with the performance of their duties.
- D. Any questions or criticism by a Supervisor, Administrator, or Board member of an employee and/or his methodology or any question or criticism by an employee of a Supervisor, Administrator, or Board member shall be made in confidence and not in the presence of students, parents, or at other public gatherings, except those acts which must be taken by law at a public meeting.
- E. Employees shall immediately report cases of assault or abuse suffered by them in connection with their employment to their immediate Supervisor or other appropriate administrator. Such notification shall be immediately forwarded to the Superintendent or his designee who shall act in appropriate ways as liaison between the employee, the police, and the courts.

ARTICLE V

BOARD RIGHTS

- A. The Board on its own behalf and on behalf of the citizens of the Lenape Regional High School District, County of Burlington and State of New Jersey, hereby retains and reserves unto itself, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws and Constitution of the State of New Jersey and of the United States.
  
- B. The exercise of the powers, rights, authority, duties and responsibilities of the board, the adoption of policies, rules, regulations and practices shall be limited only by the specific and express terms of this Agreement, and then only to the extent such specific and express terms hereof are in conformance with the Constitution and Laws of the State of New Jersey and of the United States.
  
- C. Nothing contained herein shall be construed to deny or restrict the Board of its powers, rights, authority, duties and responsibilities under N.J.S.A. 18A or any other national, state, county, district or local laws or regulations as they pertain to education, except as specifically and expressly modified by this Agreement.



## ARTICLE VI

### GRIEVANCE PROCEDURE

#### A. Definitions

1. The term "grievance" is any alleged violation of this Agreement or any dispute with respect to its meaning or application.
2. The term "grievance" and the procedure related thereto, shall not be deemed applicable in the following instances:
  - a) In matters where the Board is without authority to act.
  - b) In matters involved in the sole and unlimited discretion of the Board.
  - c) In matters that are by law beyond the scope of the Board's authority or limited to the Board alone.
3. The "grievant" is an employee or group of employees making a claim under this article.
4. In addition to grievances as defined in Section A 1. above, an employee or group of employees may file a complaint based upon alleged violations of Board policy or administrative decisions. Such complaints may be processed through this grievance procedure up to and including Advisory Arbitration.

#### B. Purpose

1. 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 between the parties concerning this Agreement. Both parties agree that these proceedings shall be kept as informal and as confidential as may be appropriate in any level of the procedure.

C. Procedure - The procedure for the resolution of grievances shall be as follows:

Step One:

An employee having a grievance shall within ten (10) working days of its occurrence, informally discuss the matter with his Supervisor, either directly or through his representative, with the objective of resolving the matter informally and if the matter is not raised within said ten (10) working days, it shall be deemed to have been waived. If not resolved within the said time period, it shall be reduced to writing and continue to Step Two.

Step Two:

The written grievance as indicated in Step One shall be presented to the school principal if the grievant is assigned to a school location and the grievance will be answered in writing within five (5) working days. If the grievant has a District assignment, the grievance shall be referred to Step Three.

Step Three:

If the aggrieved is not satisfied with the solution of his grievance at the prior step or in the event no decision has been rendered by the Supervisor within five (5) working days of the presentation of the grievance, he may refer the grievance, reduced to writing, to the Superintendent of Schools within five (5) working days of either the determination or lapse of time for response by the Supervisor. The Superintendent shall review the grievance and provide a written response within ten (10) working days of the receipt of the grievance.

Step Four:

In the event the grievance has not been satisfactorily resolved at Step Three, the aggrieved may file his grievance in writing with the Board of Education within ten (10) working days of either the Superintendent's response or the lapse of fifteen (15) working days from the date of the filing of the grievance with him. The Board shall review the grievance and shall have twenty (20) work days within which to respond.

Step Five:

If the aggrieved person is not satisfied with the decision of the Board or no decision has been reached within ten (10) work days, the aggrieved may request in writing within ten (10) working days thereafter, that the Executive Council of the Association submit the grievance for Binding Arbitration within twenty (20) calendar days after its receipt.

An employee seeking arbitration on a grievance must submit written acknowledgment from the Association. This must indicate that the Association allows the individual to seek redress through arbitration and that the Association will share the cost of the arbitrator in the manner described in this Agreement.

The authority of the arbitrator shall be subject to the following:

- a) He shall have no authority to modify, add to, subtract from, or in any way whatsoever alter the terms or provisions of this Agreement.
- b) He shall be bound by the decisions of the Commissioner of Education of the State of New Jersey, the decisions of the State Board of Education, the decisions of the Courts of New Jersey, and all New Jersey statutes.
- c) The arbitrator shall render his decision in writing and shall state fully his findings of fact in law and his conclusions of fact in law.

In the event a grievance arises under and is filed in conformance with Section A. 4. above, the decision of the arbitrator shall be advisory in nature only and shall not be binding upon the parties.

D. Miscellaneous

1. No response at any step of the grievance procedure within the time limits stated shall be deemed to be a denial and the aggrieved may proceed to the next step of the procedure. In the event the aggrieved fails to move to the next step within the time stated, he shall be deemed to have waived his grievance.
2. All grievances and responses thereto at Steps Two, Three, Four and Five shall be in writing and upon forms mutually agreed to by the parties, and the aggrieved shall clearly set forth the provision or provisions of the contract grieved.
3. Group grievances may be filed by the Association at the request of and on behalf of the individuals involved in order to expedite the proceedings when such grievances affect substantially all of the members of the bargaining unit and arise out of the same or a substantially similar set of circumstances. The Association may submit a group grievance directly to the Superintendent and the processing of such grievance will commence at Step Three.

4. A grievant may be represented at all steps of the procedure by himself or a representative of his choosing. The Association shall be provided with copies of the written response at Steps Two, Three, Four and Five in those cases where the individual has not been represented by the Association.
5. An aggrieved person shall, during and notwithstanding the pending of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any affect thereof shall have been duly determined.
6. The time limits specified in the grievance procedure may be extended only by mutual consent in writing.
7. In the event a grievance is filed at such time that it cannot be processed through all steps of the grievance procedure by the end of the school year, by mutual agreement, the time limit set forth will be reduced so that the grievance procedure may be concluded prior to the end of the school year or as soon thereafter as is practicable.
8. Any employee scheduled for appearance at grievance proceedings during his regular working hours shall be given the opportunity to make up work time missed.
9. 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.
10. 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 VII

### NO-STRIKE PLEDGE

- A. It is recognized that the need for continued and uninterrupted operation of the school district is of paramount importance to the citizens of Lenape Regional High School District in the County of Burlington, State of New Jersey, and that there shall be no interference with such operation.
- B. The Association covenants and agrees that during the term of this Agreement neither the Association nor any person acting in its behalf will cause, authorize, or support, nor will any of its members take part in any strike, the concerted failure to report for duty, work stoppage, slowdown, walkout or other job action. The Association agrees that such action would constitute a breach of this Agreement.
- C. The Association agrees that it will do everything in its power to prevent its members from participating in any strike, work stoppage, slowdown, or other activity aforementioned or support any such action by any other employee or group of employees of the school district and order all such members who participate in such activities to cease and desist from same immediately and to return to work, and take such other steps as may be necessary under the circumstances to bring about compliance with the Association's order.
- D. The Association further agrees that it will not cause, engage in, sanction, encourage or assist in any strike or similar action or conduct on the part of the students of the school district.
- E. In the event of a strike, work stoppage, slowdown, walkout or other job action, it is covenanted and agreed that participation in any such activity by any Association member or any employee represented by the Association shall entitle the Board to deem such activity as grounds for discipline of such employee or employees.
- F. Nothing contained in this Agreement shall be construed to limit or restrict the Board in its right to seek and obtain such judicial relief to which it may be entitled.

## ARTICLE VIII

### WORK YEAR AND DAILY WORK HOURS

#### A. DRIVERS AND DRIVER AIDES

##### 1. WORK YEAR

The work year for drivers and driver aides shall be as defined by the Lenape Regional High School District Board of Education within the period September 1 through June 30. The exact daily schedule for drivers will be based upon the calendar schedule of the school being serviced. Should a conflict arise between the school calendar and the 9/1 and 6/30 dates, the school calendar shall take precedence.

##### 2. WORK HOURS

- (a) Any driver who selects a package requiring less than twenty (20) hours per week of work shall not be eligible for the benefits as enumerated in Article XVI of this Agreement.
- (b) Any driver originally scheduled for a package of twenty (20) or more hours per week shall retain the benefits as indicated in Article XVI. The Board shall utilize the employee for at least the twenty (20) hour minimum and reserves the right to increase the hours of this driver as long as the increased hours fall generally within the framework of the original package.
- (c) No employee may sign contracts which in their aggregate exceeds forty (40) hours per week.

A regular run driver is one who has selected one (1) or more runs and does them on a regular basis. His morning and afternoon hours shall begin ten (10) minutes before he is scheduled to leave the Transportation Center and continue while he completes his runs and returns his vehicle to the Lenape Transportation Center, including ten (10) minutes at the end of his morning and afternoon runs to service his vehicle. In the afternoon he shall be required to arrive at the first school no less than five (5) minutes before the school dismisses.

- (d) Stand-by driver is one who has opted for and been selected for stand-by status. His hours shall be determined by the Transportation Supervisor.

A stand-by driver is to be paid eight (8) hours per day, multiplied by 180 days at his/her current hourly rate.

The Board agrees to pay stand-by drivers his/her regular rate up to 40 hours per week. Any hours worked over 40 in the work week will be paid at time-and-one-half.

- (e) If additional packages are developed or a package has been vacated after the original packages have been selected, a current employee will have first opportunity to select such a package providing the new package would increase his hours by at least one half hour per day. Only two employees would be eligible to select such packages (the new package and the vacated package) and the selection will be by seniority. The second vacated package will be assigned to a new employee. No further "bumping" of job packages is permitted.
- (f) Except in an emergency situation, all drivers newly employed by the district shall not be eligible for field and athletic trips until they have completed ninety (90) calendar days.
- (g) All notices for job opportunities within the negotiating unit shall be posted in all departmental work locations on the official bulletin board.
- (h) All athletic and field trips shall be filled on a rotating seniority basis, so long as said trip does not interfere with the driver's regularly scheduled run.
- (i) In the event of the need for drivers for athletic and field trips, the Board reserves the right to use regularly scheduled drivers if those drivers have requested to be so scheduled. The list is to be compiled and drivers will be assigned based on a rotating seniority list.
- (j) Payment to drivers indicated in (i) above will be based on hours worked and such hours will be reduced by the hours of the regularly scheduled run that was not worked so that there will be no duplication or pyramiding of payments.

- (k) When management is required to cover a (FATS) trip with less than twenty-four hours notice, it reserves the right to select drivers without regard to the seniority list. Drivers so selected will be charged for the trip and management will make every effort to equitably distribute such assignments.
- (l) If a posted run has one or two students it shall be paid by midday voucher. When a posted run has three or more students, which during the school year becomes a one or two student run; then that run shall remain a contract run for the duration of the school year. Drivers shall be compensated for a cancelled run if notification of the cancellation has not been provided to the driver prior to the driver's scheduled clock-in time.
- (m) If for any reason a voucher or late run is vacated, it shall be re-posted.

3. HOURLY RATES

- (a) Drivers and Driver Aides (See Appendix I)
- (b) Overtime
  - 1) The work week is defined as Monday through Sunday.
  - 2) All time worked over forty (40) hours per week will be paid at the rate of time and one half.
  - 3) When driving occurs on a Sunday, it shall be paid at the time-and-one-half rate when the driver has worked his regular hours (consistent with Section A, Subsection 2 of this article) for the week preceding the assignment. If Lenape schools are closed for students, the employee must work the remaining days in the work week in order to receive time-and-one-half on Sunday.
- (c) Summer Pay Rates
  - 1) For drivers who have applied and been selected for summer routes, the hourly rate shall be at the driver's proper step but no higher than the twelfth (12<sup>th</sup>) step. Rates shall be for the upcoming school year. For example, rates for summer 2009 shall be the rate for the 2009-10 year.
  - 2) The lack of selection for summer employment shall not be for arbitrary or capricious reasons.



3) See Appendix I for Summer Aide Rates.

B. CUSTODIANS, OUTSIDE GROUNDS CUSTODIANS, MECHANICS, MAINTENANCE, WAREHOUSE DELIVERY SERVICE WORKERS, AND SERVICE DRIVER.

1. WORK HOURS

- (a) Day Shift - The day shift work day shall consist of eight (8) hours excluding a 30 minute (uninterrupted) lunch hour.
- (b) Middle and Night Shifts - The middle and night shifts work day shall consist of 7 1/2 hours excluding a 30 minute (uninterrupted) lunch hour.
- (c) Summer and school vacation work hours will be consistent with (a) and (b) above except that during these times, one week's notice will be given when shift changes are made.
- (d) Two uninterrupted "break" periods of 15 minutes (one in first half of work day and the other in the second half) will be allowed.

2. OVERTIME

Overtime is defined as any time spent over forty (40) hours per week at regular duties or other assigned duties, consistent with this Agreement, either before or after regular daily work hours; or any day other than provided in the regular work year.

- (a) Overtime work will be allocated based on a listing of employees, by school, by job classification and by date of hire. The overtime work will be offered to this list and if an employee is called and not available, his name will move to the bottom of the list. If no employee volunteers to work, the Supervisor may assign an employee based upon his judgment.
- (b) Outside Grounds Custodians may be asked to perform Custodial overtime if the entire Custodial rotation has been exhausted for that week. This overtime shall be offered to Outside Grounds Custodians based on a date of hire listing.
- (c) All overtime will be rounded to the nearest 1/2 hour at the end of each pay period. This will be reimbursed at the rate of time and one-half (1 1/2) the pro-rated hourly salary.

- (d) All overtime remuneration shall be at the proper rate and consistent with the Fair Labor Standards Act USCA 29:201 et seq.
- (e) If a covered employee is called in from off duty status to work overtime, a minimum of four (4) hours work shall be guaranteed.
- (f) If a substitute cannot be obtained for shift coverage, covered employees may be solicited to perform overtime work. Such work will be on a voluntary basis, shall follow the overtime list referenced in VIII b, 2, (a), and shall not exceed 4 hours per occasion.
- (g) When management determines that Custodians are needed to perform outside/grounds overtime work, the Custodial Supervisor has the discretion to select which Custodian shall be offered the outside/grounds overtime work.
- (h) Twelve-month employees may take approved professional days for training and/or conferences with consideration for overtime rotation.

## ARTICLE IX

### VACATION AND HOLIDAYS

#### A. VACATION

1. Twelve month employees shall be granted vacations based upon the length of continuous service to the school district.
  - (a) For employees hired subsequent to July 1st and before June 30th, the following shall apply:
    1. One (1) vacation day will be earned for each five (5) calendar weeks worked.
    2. Earned vacation days cannot be taken until after June 30th following the initial date of employment.
    3. No partial work year will be credited toward time factors established for future vacation eligibility.
  - (b) Employees who have completed by June 30th one but less than five (5) full years of service will be eligible for ten (10) days of vacation.
  - (c) Employees who have completed five (5) but less than ten (10) full years of service by June 30th will be eligible for fifteen (15) days vacation.
  - (d) Employees who have completed ten (10) full years of service by June 30th will be eligible for twenty (20) days vacation.
2. No vacation time may be taken two weeks prior to Graduation.
3. No vacation time may be taken two weeks prior to the first day for students.

B. HOLIDAYS

- (a) Unless otherwise indicated, the following will be considered holidays:

Independence Day  
Labor Day  
\*Rosh Hashanah  
\*Yom Kippur  
\*Thanksgiving Day and the day after  
\*Christmas Day plus the working day before and the working day after  
New Year's Eve  
New Year's Day  
\*President's Day  
Good Friday  
\*Memorial Day  
\*Martin Luther King Day

\*If school is in session on these days, all employees will be scheduled to work on a regular work day basis.

- (b) If Christmas Day is on Saturday, the employee will have holidays on the Friday prior, and the Monday and Tuesday after Christmas.

If Christmas Day is on Sunday, the employee will have holidays on the Monday, Tuesday, and Wednesday after Christmas.

- (c) Drivers and Driver Aides will be paid time-and-one-half for work performed on Martin Luther King Day, Presidents' Day, Memorial Day, and Thanksgiving Day.

- (d) When Members of the unit are required to work on an indicated holiday as a result of a make-up of a day for inclement weather, they will receive a compensatory day off of their choice subject to the following:

1. No more than two employees per building on any one day.
2. Selection for these days shall be based on seniority (by building).
3. All such days must be taken prior to the close of the school year.

## ARTICLE X

### EMPLOYMENT PROCEDURES

#### A. PLACEMENT ON SALARY SCHEDULE

1. Each employee shall be placed on the proper step of the salary schedule as of the beginning of the school year. Any new employee employed prior to February 1 of any school year shall be given full credit for one (1) year of service toward the next increment step for the following year.
2. Advancement on the salary guide for 12 month employees not hired on 7/1 or 10 month employees not hired on 9/1 shall be consistent with the provisions of Article XIV.H.2.

#### B. RESIGNATION

1. An employee who is resigning from his position shall give the normal two (2) weeks notice.
2. Earned vacation time shall be paid according to the proportion of full months worked to the total contract year.

## ARTICLE XI

### VACANCIES AND TRANSFERS

- A. All job vacancies and transfers shall be posted for one week in department work locations as soon as possible.
- B. Employees who desire to apply for the vacancy or transfer must submit an employment application to the Personnel Department by the date listed on the posting.
- C. The Board shall evaluate all applications timely submitted by interested applicants, and shall select the applicant deemed most suitable to fill the posted position. When all other factors are substantially equal, defined to include work performance/skills, reliability, cooperation, experience and attainments, seniority within the job category shall be the deciding factor. Announcement of appointments within the unit or supervisory staff will be forwarded to the Association.
- D. In the event of an involuntary transfer, the Board shall select the employee deemed most suitable to fill the posted position from those employees with five years or less service in the job category.

## ARTICLE XII

### EMPLOYEE EVALUATION

#### A. OPEN EVALUATION

All monitoring or observation of the work performance of an employee for the purposes of evaluation shall be conducted openly.

#### B. PERSONNEL RECORDS

1. File: An employee shall have the right, upon request, to review the contents of his personnel file and to receive copies at employee's expense of any documents contained therein. An employee shall be entitled to have a representative of the Association accompany him during such review.
2. Derogatory Material: In the event material derogatory to an employee's conduct, service character or personality is to be placed in his personnel file, the employee shall have the opportunity to review the material. The employee shall acknowledge that he has had the opportunity to review the material by affixing his signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The employee shall also have the right to submit a written answer to be reviewed by the Superintendent or his designee and attached to the file copy.

At the employee's request, the employee and the supervisor may review the employee's record age three (3) years old or older. Such material shall be removed from the file when the employee and the supervisor mutually agree on its unreliability or unsuitability. The supervisor shall state his decision as to the disposition of the material in writing, within ten (10) days of review of the file. This provision will not be subject to the Grievance Procedure.

## ARTICLE XIII

### EMPLOYEE DISMISSAL PROCEDURE

#### A. DEFINITION

Employee Dismissal Procedure shall be defined as the right of certain employees to grieve dismissal or termination through the Grievance Procedure, Article VI of this Agreement.

#### B. PROCEDURE

##### 1. New Employees

All employees except drivers and driver aides shall be covered by this procedure after completion of ninety (90) days of continuous service. In the event of a dismissal or termination of said employee after the completion of the probationary period, the employee shall have the right to grieve such dismissal or termination as provided for in the Grievance Procedure. The probationary period for drivers and driver aides shall be ninety (90) working days.

##### 2. Dismissal Procedure - Custodians, Outside Grounds Custodians, Maintenance, Mechanics, Warehouse Service Workers, Service Driver

A non-probationary employee who has received a written unsatisfactory evaluation in their performance of his job assignment shall be placed on notice for a period of thirty (30) working days to overcome the noted deficiencies. Such notification shall include specific written recommendations indicating said need for improvement. There shall be at least three (3) written evaluations accomplished at intervals not to exceed ten (10) days during the notification period.

Improvement must be apparent and completely acceptable within the thirty (30) working day period. Failure to satisfactorily perform the job assignment as expected may result in a recommendation for dismissal.

Dismissal for job performance shall follow the above procedure. It is specifically understood that the Board has the right and responsibility to take any action deemed necessary in retention and/or non-retention in matters other than job performance.



3. Notification of Status - All Employees

On or before May 30 of each year, the Board shall give to each employee continuously employed in the preceding year, either:

- (a) A written offer of a contract for the next succeeding year providing for such increases in salary and benefits as may be required by law or Agreement between the Board and the Association, or;
- (b) A written notice that such employment shall not be offered.
- (c) If the employee desires to accept such employment, he shall notify the Board of such acceptance, in writing, on or before June 15 in which event such employment shall continue the employment of the employee. In default of such notice the Board shall not be required to continue the employment of the employee.

## ARTICLE XIV

### LEAVES OF ABSENCE

- A. Every employee will be granted personal leave in the amount described below without salary deduction.
- B. Personal leave must be requested and approved by the Superintendent at least five (5) school days in advance of the time for which such leave is requested. Emergency events not predictable five (5) days in advance will be considered immediately.
- C. Personal leaves are defined as follows:
  - 1. Three (3) days will be granted for unchallenged reasons. These days may be converted and placed into the employee's individual accumulated sick leave bank if not used during a contract year.
    - (a) These days may not be taken on a school day immediately preceding or following school calendar holidays.
    - (b) No more than 15% of the employees in each building will be granted an unchallenged personal day at a given time.
  - 2. Bereavement Days - to be taken consecutively at the time immediately following a relative's death, or within a 30 day period following the death for the purpose of attending funeral / memorial services as follows:
    - (a) Death in Immediate Family - 5 days per occurrence for death of spouse, children, employee and spouse's parents, and employee and spouse's sibling. Death of employee's significant other, as well as employee's significant others relative, as defined above shall also be covered by this Article. Such relationship shall be established by producing to the Board either a lease or deed listing both names as the parties' primary residence. Employees requesting bereavement leave for step-children/step-parents must write a letter to the Superintendent defining the relationship, and such requests will be granted at the Superintendent's discretion.

- (b) Three days for other immediate family members living in employee's household.
- (c) Other Family Deaths
  - 1) One day per occurrence (two days if overnight travel is involved) for death of employee's/ spouse's/significant other's great grandparents, uncle, aunt, niece, nephew, or first cousin.
  - 2) Two days per occurrence without the travel requirement for grandparents and grandchildren.
- 3. Jury Duty - Amount of time needed to comply.
- 4. Court order - Amount of time necessary to comply. Not applicable if employee is found guilty of a felony.
- D. Days taken under C.2 through C.4. will not count as unchallenged days as listed in C.1. above.
- E. Other requests for emergency or personal leave, without pay, shall be at the discretion of the Superintendent, as approved by the Board.
- F. MATERNITY/CHILD REARING LEAVE OF ABSENCE

Maternity Leave is the actual period of disability due to pregnancy or a related illness.

Child Care Leave is a leave of absence without pay, available to men and women for care of a child.

- 1. Maternity leave shall commence on a date requested by the employee and certified by the physician as being within the period of disability.
  - (a) Maternity leave will be with pay to the extent of any accumulated sick leave earned by the employee.
- 2. Child care leave will be granted by the Board of Education commencing on a date immediately subsequent to the maternity component. Such leave may continue for a period not to exceed fifteen (15) calendar months and its expiration shall coincide with the beginning of a school year.
- 3. The length of a child care leave for an employee shall be no longer than the duration of the contractual year in which the leave is granted.

4. Upon return from leave, the employee shall be reinstated to the same or similar position for which qualified.
5. Advancement on the salary guide shall be based on the date of commencement of leave.

G. PERSONAL LEAVE

The Board may grant to employees with more than two (2) years of seniority a leave without pay, not to exceed twelve (12) months for personal reasons, subject to the following:

1. Employee must present a statement of his reasons which is subject to review and approval by the Superintendent and the Board.
2. The return from leave must coincide with the beginning of either the budget or school year, i.e., July 1 or September 1.

H. RETURN FROM LEAVE

1. Upon return, the employee shall be reinstated to the same or similar position from which he left.
2. Advancement on the salary guide shall be based on the commencement of leave.
  - (a) Employees other than drivers and driver aides shall be granted a half-step if they work more than one hundred ten (110) days.
  - (b) Employee other than drivers and driver aides shall be granted a whole step if they work one hundred sixty-five (165) days or more.
  - (c) Drivers and driver aides will receive a full step if they work ninety (90) or more days.

ARTICLE XV

SICK LEAVE

- A. The board shall provide twelve (12) sick leave days per year for all employees on twelve (12) month contracts. All employees on ten (10) month contracts shall be entitled to ten (10) sick leave days per year. Unused sick leave shall be cumulative from year to year without limitation.
- B. All drivers and driver aides employed for four (4) or more hours a day shall receive one (1) full day sick leave per month.
- C. All drivers and driver aides employed for less than four (4) hours a day shall receive one-half (1/2) day sick leave per month.
- D. Drivers and driver aides' unused sick leave shall be cumulative on either the full day or half day basis.
- E. The Board agrees that on or before September 15 of each school year it shall notify each employee as to his sick leave accumulation.
- F. Payment as indicated per day for unused sick leave will be made to an employee who receives a pension immediately upon retiring from service in accordance with conditions of Teacher Pension and Annuity fund and PERS where applicable and pursuant to law.

	<u>2011-2013</u>
For accumulated days 1 to 60	\$47
For accumulated days 61 to 90	\$49
For accumulated days 91 +	\$69

In the case of death of an active employee, unused sick days will be paid to that employee's estate.

- G. Staff members beginning after the July 1 starting date will accrue sick leave at the rate of one day per month or fraction thereof for the remainder of that year.

## ARTICLE XVI

### INSURANCE COVERAGE

#### A. MEDICAL COVERAGE

All members who are enrolled in the State Educators Health Benefits Program through the District will contribute the amount of 1.5% of their salary as mandated by law.

An employee, though eligible, who does not have coverage in the State Educators Health Benefits Program will not contribute toward the cost of coverage.

#### B. MARRIED EMPLOYEE COVERAGE

1. Where spouses are both employees of the District and both are unit members, one shall decline medical coverage and receive 20% of the Premium amount of the POS V plan for the applicable coverage level. Payments will be made on a monthly basis.
  - a. Both Employee and Spouse Are Unit Members Prior To 7/1/97 - Optional.
  - b. Both Employee and Spouse Are Unit Members After 7/1/97- Mandatory.
  - c. One Spouse is a Unit Member and the other is not - Optional regardless of date of hire.

In the event that the BOE contracts with an alternate medical insurance carrier, the plan of reference for "equal to or better than" shall be the School Employees State Health Benefits Plan NJ Direct 10 in effect July 1, 2008. Current co-insurance rates, copays, and deductibles will remain in effect for the life of the contract, or the BOE moves to the School Employees State Health Benefits Plan at which time the SEHBP co-insurance rates, copays and deductibles would be in effect.

C. PRESCRIPTION COVERAGE

Current copays and deductibles will remain in effect for the life of the contract, or the BOE moves to the School Employees State Health Benefits Rx Plan at which time the SEHBP Rx copays and deductibles would be in effect.

1. Prescription Plan employee co-payments will be as follows:

<u>Brand Name</u>	<u>Generic</u>	<u>Mail Order Brand Name</u>	<u>Mail Order Generic</u>
\$15	\$7	\$5	\$0

2. In the event that spouses are both unit members, there shall be no duplication of prescription coverage. All dependents who would have been eligible for coverage had both members maintained coverage shall continue to receive prescription drug benefits. Should there be any change in status due to death, divorce, resignation, retirement, etc. the previously non-covered member will immediately be enrolled in the District prescription plan.
3. Effective 2/1/01, retiree prescription coverage will be deleted for those retirees and spouses eligible for SHBP prescription coverage. If the State of New Jersey cancels the state prescription program for retirees and / or spouses, then any eligible Lenape District retirees and / or spouses will be immediately re-enrolled in the Lenape District plan.
4. Unless otherwise prescribed by a licensed physician, generic drugs shall be dispensed.
5. Any prescribed drug which is or will become offered and available "over-the-counter" shall be deleted from the prescription plan covered by this agreement.

- D. The Board will pay 100% of the cost for the following levels of dental coverage:

1. For Employees, Spouse and Children: 100% coverage for Preventive and Diagnostic Services, 85% for Remaining Basic Services, 50% for Crowns and Prosthodontic Services.
2. A calendar year maximum benefit of \$1,500 per patient.

E. MEDICARE REIMBURSEMENT

The District will not be required to provide reimbursement for Medicare Part B premiums.

F. Unit members who retire from the district with 30 years or more of service shall be entitled to prescription drug and dental coverage. Such entitlement shall accrue to unit members and/or spouses. Effective on the date of ratification of this contract, prescription coverage will be deleted with the stipulation that if the State of NJ discontinues the State Prescription program for retirees and/or spouses and no Rx coverage is provided by the State, then any eligible Lenape District retirees and/or spouses will be immediately reenrolled in the Lenape District Plan.

G. Nothing in this Article prohibits the Board from unilaterally contracting with alternate health care insurance companies provided that a program equal to or better than the previous program is procured. Prior to the effective date of such change the Board shall provide the Association with 60 days notice.

H. Medical, dental and prescription coverage will terminate on the last day of the month in which the employee separates from District service. Ten month employees who are employed through June 30 will retain their medical, dental, and prescription coverage through August 31 of that year.



ARTICLE XVII

TAX SHELTERED ANNUITY AND FEDERAL TEACHERS CREDIT UNION

- A. The Board shall authorize a salary deduction for the purpose of a tax sheltered annuity program. Under the law, this is the only obligation on the part of the Board.
  
- B. The Board shall authorize a salary deduction for the Atlantic and Burlington Counties Public Employees Federal Credit Union (ABCO).

ARTICLE XVIII

EMPLOYEE-ADMINISTRATION LIAISON

The Association's representatives shall meet with the Superintendent at least twice annually to review and discuss current problems and practices of mutual interest and administration of this Agreement.

**ARTICLE XIX**

**NON-DISCRIMINATION**

- A. There shall be no discrimination by the Board or the Association against an employee on account of race, creed, color, sex, national origin, age, marital status, or physical handicap.
  
- B. There shall be no discrimination, interference, restraint, or coercion by the Board or any of its representatives against any of the employees covered under this Agreement because of their membership or non-membership in the Association or because of any lawful activities by such employees on behalf of the Association. The Association, its members and agents shall not discriminate against, interfere with, restrain or coerce any employees covered under this Agreement who are not members of the Association.

## ARTICLE XX

### SEPARABILITY AND SAVINGS

If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held invalid by operation of law or by a Court or Commissioner of Education or the Public Employment Relations Commission, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

## ARTICLE XXI

### DUES DEDUCTION

- A. The Board agrees to deduct from the salaries of its employees dues for the Lenape District Support Staff Association, as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233, New Jersey Public Laws of 1969 (N.J.S.A. 52-14-15.9e) and under rules established by the State Department of Education. Said monies, together with current records of any corrections shall be transmitted to such person as may from time to time be designated by the Association by the fifteenth (15) of each month following the monthly pay period in which deductions were made. The person designated shall disburse such monies to the appropriate association or associations.
- B. The Association shall certify to the Board, in writing the current rate of its membership dues. If the Association shall change the rate of its membership dues it shall give the Board thirty (30) days written notice prior to the effective date of such change. The Association will certify to the Board prior to the start of each membership year that the amount of the representation fee to be assessed does not exceed 85% of the dues, fees, and assessments that are expended toward the cost of benefits available only to members of the majority representative.
- C. The Association will submit to the Board proof of the establishment and maintenance of a demand and return system through which non-members may appeal the amount of the representation fee. Furthermore, the Association agrees to make all non-Association members aware of their legal rights of appeal and of the procedures available for such an appeal. The Association recognizes that no representation fee may legally be deducted until after the Board has received evidence of the establishment and maintenance of the demand and return system.
- D. Once during each membership year covered by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such employees the appropriate representation fee and promptly will transmit the amount so deducted to the Association.
- E. The Association agrees to hold the Board harmless in the event of liability or any other actions of its agents or employees taken pursuant to this Article.

## ARTICLE XXII

### SENIORITY AND JOB SECURITY

#### A. Definition

School District seniority is defined as service by appointed employees in the School District in the collective bargaining unit covered by this Agreement. Such service shall commence as of the first day of actual employment. An appointed employee shall lose all accumulated school district seniority if he resigns, or is discharged for cause.

##### 1. Drivers and Driver Aides

Effective July 1, 1982 seniority will accumulate within the following categories and will not accumulate as district seniority:

- a. Drivers (as certified)
- b. Driver aide

All district seniority accumulated as of June 30, 1982 will continue, but henceforth, shall be increased as specified above, i.e., within the indicated classifications. Only those drivers who have chosen or are assigned a daily regular run will accumulate seniority.

##### 2. All Other Classification

Will accumulate seniority within job classification.

#### B. Reduction in Force and Recall

1. In the event there is a planned reduction in the number of employees, seniority in job classification will be the determining factor.
2. The Board will notify the Association in advance of the planned reduction and upon request shall discuss the matter with the Association prior to the implementation of such reduction.
3. Laid off employees will be placed on a two (2) year recall list. In the event of a job opening in the job title on a recall list, the person(s) with the highest seniority will be offered the position by an offer sent by certified mail to the person's last address. Failure to reply within (5) working days of the receipt of such notification or a subsequent failure to report for work shall result in a removal of employee's name from the recall list. A copy of all recall letters will be forwarded to the Association.

C. Job Assignment

Seniority shall be the primary factor in making all selections/assignments except in the case of driver assignments, the safety of the students and the transportation needs of the District may outweigh the seniority factor in certain cases. The Association will be notified of such actions.

D. Seniority Ties

Ties in seniority shall be broken by "a flip of the coin" and in the case of driver package selection at the beginning of the year the list resulting from that process shall remain in effect for the remainder of that school year.

E. Seniority List

A seniority list by job category shall be created upon execution of this Agreement and upon August 15 of each calendar year and a copy shall be forwarded to the Association.

ARTICLE XXIII

EQUIPMENT SAFETY

A. Equipment Impairment

1. Employees shall immediately report to their Supervisor any malfunctions in their equipment. The Supervisor will determine whether the equipment is operable, and in the event the Supervisor make such a determination in the affirmative, the employee will be required to utilize the equipment. In such an event, the Supervisor will provide a memorandum to both the employee and the Association as to the operability of the equipment.
2. The Association building representative shall have access to equipment maintenance schedules and service records within a reasonable time of request.

B. Transporting Students

Employees while working as drivers will not drive students in any vehicle that is not certified as an approved pupil transportation vehicle.

C. Necessary Operating Equipment

The Board agrees to furnish proper and necessary equipment for the safe operation of each vehicle.



ARTICLE XXIV

BARGAINING UNIT WORK

1. Dispatchers may perform bargaining unit work in limited situations and not on a regular basis.
2. Part-time and substitute employees are excluded as are supervisors except as they may perform bargaining unit work in limited situations and not on a regular basis.
3. Supervisors may not perform work that affects the work opportunities of those employees under their supervision.

## ARTICLE XXV

### ALLOWANCES AND REIMBURSEMENTS

- A. Employees continually employed in the District will be reimbursed for state required fingerprinting to allow them to drive school buses. Such reimbursement will not include the original fingerprint submission and will not exceed one time in each four-year period.
- B. Custodians, Outside Grounds Custodian, and Maintenance employees who maintain and provide a current Black Seal License to the district shall receive an annual stipend of \$500.
- C. All custodial staff will be reimbursed for the renewal fee required to maintain their Black Seal License every three years.
- D. Twelve Month employees attending an accredited school, enrolled in a course or courses shall be reimbursed by the Board according to the following criteria:
  - 1. The course to be taken should be to improve the covered employee's ability to perform his duties and be related to his field of employment and be approved by the Superintendent of Schools.
  - 2. A preliminary request for reimbursement must be made on a form provided by the Office of the Superintendent three (3) weeks prior to enrollment in the course or courses.
  - 3. The Board agrees to pay a sum of \$425.00 to covered employees engaged in approved study during the school year or summer providing they are currently employed by the District, subject to the following conditions:
    - (a) The cost of tuition, registration and fees paid to the school shall be reimbursed at the exact cost, but not exceeding the limit. Any cost beyond the established limit will not be reimbursed.
    - (b) Reimbursement shall be based upon the furnishing of satisfactory proof of payment to the school and the submission of an official statement of satisfactory completion of the course.

- E. All medical examinations including but not limited to drug testing for Commercial Driver's License renewals shall be performed by the District's Medical Inspector at the District's expense.
- F. All employees shall be required to attend all scheduled in-service training. Such training shall not exceed 30 hours per contract year. In addition, all employees shall be required to attend Defensive Driver Training a minimum of once in each two-year period. The District shall schedule the training annually, once in the Fall and once in the Spring. Management reserves the right to require more frequent training of individual drivers based upon driving performance deficiencies.
- G. All employees who are mandated to receive CPR training shall be reimbursed by the district for the cost of the training. All employees shall be compensated for time attending such classes.
- H. Those employees working in the bus garage as "mechanics" will be allowed an annual tool allowance. Such expense will be reimbursed based on presentation of receipted bill(s) to the Transportation Supervisor. The maximum tool allowance for mechanics already collecting it shall be \$400.00. For the mechanics not receiving the stipend, tool purchases shall be by voucher through the Transportation Director and once purchased, the tools shall remain the property of the district.
- I. Custodial employees at each school will have available, through their Supervisor, coveralls which may be used when engaged in work requiring the use of protective clothing. Four (4) sets of coveralls will be available at each school.
- J. Mechanics and Maintenance Workers will be issued three sets of trousers and shirts (both winter and summer weight) annually. In addition, one pair of steel-toed shoes will be issued annually. The above stated garments and shoes will be required wear for these employees. In no event will there be any substitutions by the employee to the above mentioned items.

ARTICLE XXVI

DURATION OF AGREEMENT

THIS AGREEMENT shall be in full force and effect as of July 1, 2011 and shall remain in full force and effect through the succeeding years ending June 30, 2013.

BOARD OF EDUCATION OF LENAPE REGIONAL HIGH SCHOOL DISTRICT

Attest: [Signature] Secretary By: [Signature] President

Date of Signing: 10/19/2011

LENAPE DISTRICT SUPPORT STAFF

Attest: [Signature] Secretary By: [Signature] President

Date of Signing: 10/11/2011

**DRIVER AND DRIVER AIDE  
SALARY GUIDES  
2011 - 2013**

**DRIVERS**

STEP	<u>11-12</u>	<u>12-13</u>
1	16.00	→ 16.60
2	16.50	→ 17.50
3	17.00	→ 18.00
4	17.50	→ 18.60
5	18.00	→ 19.00
6	18.50	→ 19.60
7	19.50	→ 20.70
8	20.00	→ 21.20
9	20.80	→ 22.00
10	21.25	→ 22.50
11	21.75	→ 22.90
12	22.10	→ 23.25
13	22.50	→ 23.75
14	23.00	→ 24.25
15	23.50	→ 25.00
16	24.09	→ 26.53
17	24.67	→ 28.05
18	27.08	

**DRIVER AIDES**

STEP	<u>11-12</u>	<u>12-13</u>
1	15.50	16.10
2	18.75	19.40

**DRIVER AIDES SUMMER RATES**

STEP	<u>11-12</u>	<u>12-13</u>
1	15.39	15.93

\$350 will be paid to Drivers and Driver Aides after the completion of ten continuous years of district service. Such service shall be recognized on the September 1st following the anniversary date of the beginning of the 11th year.

CUSTODIAL AND MAINTENANCE  
SALARY GUIDES  
2011 - 2013

## CUSTODIANS

STEP	<u>11-12</u>	<u>12-13</u>
1	33,900	35,900
2	35,200	36,900
3	36,200	38,200
4	37,200	39,300
5	38,200	40,300
6	39,000	41,000
7	39,900	41,900
8	40,100	42,400
9	40,800	43,000
10	41,400	45,000
11	42,000	46,000
12	44,000	47,000
13	45,000	48,000
14	46,000	49,000
15	47,000	50,000
16	48,000	52,500
17	49,000	55,000
18	49,800	58,200
19	53,424	
20	56,250	

## MAINTENANCE

STEP	<u>11-12</u>	<u>12-13</u>
1	39,900	41,500
2	40,650	42,500
3	42,000	43,500
4	43,500	44,500
5	44,500	46,000
6	46,000	47,000
7	47,000	48,500
8	47,886	49,500
9	48,221	50,943
10	49,500	52,386
11	51,500	53,829
12	52,798	55,272
13	55,146	56,715
14	56,027	58,223
15	57,600	59,600

\$500 will be paid to Custodians and Maintenance after the completion of ten continuous years of district service. Such service shall be recognized on the September 1st following the anniversary date of the beginning of the 11th year.

APPENDIX III

MECHANIC, WAREHOUSE SERVICE WORKER  
AND SERVICE DRIVER SALARY GUIDES  
2011 - 2013

MECHANICS

STEP	<u>11-12</u>	<u>12-13</u>
1	40,000	41,500
2	41,000	43,000
3	42,500	44,250
4	43,310	45,000
5	44,538	46,283
6	45,900	48,255
7	47,775	49,647
8	49,226	51,155
9	50,789	52,779
10	51,905	53,939
11	53,200	55,000
12	55,000	57,000
13	57,000	59,000
14	59,000	61,500
15	60,000	63,000
16	63,000	65,000
17	65,863	68,102

WAREHOUSE

STEP	<u>11-12</u>	<u>12-13</u>
1	37,000	38,000
2	39,000	39,000
3	41,000	42,000
4	42,000	44,000
5	43,500	45,500
6	45,000	47,000
7	47,000	48,000
8	49,000	51,000
9	51,000	53,000
10	53,600	55,500

SERVICE DRIVER

STEP	<u>11-12</u>	<u>12-13</u>
1	32,563	33,839

\$500 will be paid to Mechanics, Warehouse and Service Driver after the completion of ten continuous years of district service. Such service shall be recognized on the September 1st following the anniversary date of the beginning of the 11th year.