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AGREEMENT

between

Ewing Township Board of Education
BOARD OF EDUCATION, TOWNSHIP OF EWING

and

EWING TOWNSHIP MAINTENANCE MANAGEMENT ASSOCIATION

X July 1, 1987 through June 30, 1988

1. RECOGNITION

1.1 The Employer recognizes the following categories under this Agreement:

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

2. WORK SCHEDULE, CALL TIME, OVERTIME

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

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

2.2 Call Time - Any employee called or required to return to work outside of his regularly scheduled shift for emergency calls which necessitates work shall be paid a minimum of three (3) hours at time and a half. A minimum of two (2) hours at the time and a half rate shall be paid to employees when called by the police or fire department.

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

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

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

3. LEAVES OF ABSENCE

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

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

- 4.3 Employees must take vacations. No employee may be employed to do work during his vacation period.
- 4.4 Vacations may be taken any time during the fiscal year with the approval of the immediate supervisor. Seniority shall apply where the Employer must limit the number of employees on vacation during any period.

5. HOLIDAYS

- 5.1 A minimum of twelve (12) paid holidays shall be listed annually by the Employer.
- 5.2 Holidays which fall within an employee's vacation period shall be celebrated either immediately before or immediately following his vacation period as agreed between the employee and the Superintendent.
- 5.3 There shall be one (1) additional day off granted as directed by Central Administration.
- 5.4 Employees will receive one (1) additional day off. Employees must receive prior approval from immediate supervisor before taking this specific day off.

6. INSURANCE

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

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

- a. 100% of the difference between the rate for the single plan and the rate for other available plans during the life of this Agreement.
- b. In addition, the Board shall offer a \$1.00 co-pay prescription drug plan with a company selected by the Board for the first year of this Agreement, and to continue through the life of this Agreement.

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

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

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

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

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

A request for arbitration shall be submitted either individually or jointly to the Public Employment Relations Commission and the arbitration conducted pursuant to Chapter 12, Sub Chapter 3, of the Public Employment Commission effective December 13, 1974.

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

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

which event, the deductions will begin with the first paycheck paid ten (10) days after the resumption of the employee's employment in a bargaining unit position, whichever is later. The mechanics for deduction of representation fees and the transmittance of such fees due to the Association, as nearly as possible, shall be the same as those used for the deduction of regular membership to the Association.

- 11.4 On or about the last day of each month, beginning with the month this Agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.
- 11.5 The Association hereby agrees to indemnify, defend, and save harmless the Board from any claim, suit, or action of any nature whatsoever which may be brought at law or in equity, or before any administrative agency with regard to or arising from the deduction from the salaries of any employee of any sum of money as a representation fee under the provisions of this Agreement.

12. TERMINATION

- 12.1 This Agreement shall be effective as of the 1st day of July, 1987 and shall remain in full force and effect until the 30th day of June, 1988. The contents of this document shall constitute the full Agreement between the parties.

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

_____ day of _____, 1987.

FOR THE ASSOCIATION

FOR THE BOARD OF EDUCATION

John Ball, President
Board of Education
Township of Ewing, New Jersey

Dr. J. Bruce Morgan, Business
Administrator/Board Secretary
Board of Education
Township of Ewing, New Jersey

January 27, 1986

ADDENDUM

Between

BOARD OF EDUCATION, TOWNSHIP OF EWING
and
EWING TOWNSHIP MAINTENANCE MANAGEMENT ASSOCIATION

January, 1986

TO WHOM IT MAY CONCERN:

It has been agreed that the present employees filling the positions of Auto Mechanic and Carpenter will be "grandfathered" for experience and moved to the second column of the salary guide for the 1986-87 contract year.

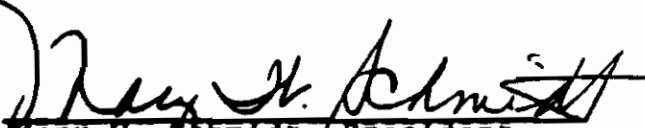
Any future employees who are hired must comply with the prerequisite of an apprentice program in their respective area in order to be placed in the second column of the salary guide.

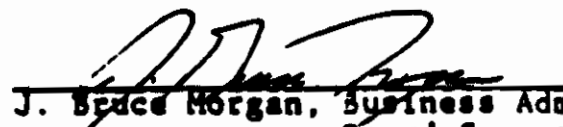
FOR THE ASSOCIATION


Harold Wesley, President


Richard Knapp

FOR THE EMPLOYER


Mary W. Schmidt, President
Board of Education
Ewing Township, New Jersey


J. Bruce Morgan, Business Admin./
Board Secretary
Board of Education
Ewing Township, New Jersey