

7 Contract no. 1307

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, 1992 - June 30, 1995

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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.

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 School Business Administrator/Board Secretary within five (5) working days. The School Business Administrator/Board Secretary 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 School Board Administrator/Board Secretary'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.

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.

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 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 arbitrator's ruling/decision shall be binding on matters regarding violations of the contract. 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 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.

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 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 6:00 A.M. Monday and ending 11:30 P.M. on the following Saturday.

Custodian - Day - 6:00 A.M. to 3:00 P.M.

Night - 2:30 P.M. to 11:30 P.M.

Maintenance - 7:00 A.M. to 3:30 P.M.

6:00 A.M. to 2:30 P.M.

(Summer) Optional as agreed upon by both parties.

Tuesday through Saturday Schedule:

Two employees work on the day shift

Two employees work on the night shift

The Tuesday through Saturday schedule will be filled in the following manner:

Those employees currently working this schedule will remain on same. Any new openings will be filled by:

- (a) Volunteer - Posting
- (b) New hires - On Seniority basis
- (c) No employee with more than 3 years service

will be assigned to this shift unless agreed to by said employee.

2. An employee who works the second shift or third shift shall be paid an hourly premium as follows:

<u>SHIFT</u>	<u>92/93</u>	<u>93/94</u>	<u>94/95</u>
2nd	\$.55	\$.55	\$.60
3rd	.60	.60	.65

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.

Any employee who normally works second or third shift and voluntarily agrees at management's request, or is

otherwise assigned to work day shift during the summer, will receive their normal shift differential. This will be in effect for the duration of the current agreement.

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 (1-1/2) 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 (1-1/2) 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. Double time plus holiday pay will be paid for all hours worked on holidays, as defined in Article VII (A).

7. Any employee called from home after completing his regular eight (8) hour work day, or on an unscheduled work day shall be paid a minimum of three (3) hours at the rate of one and one-half (1-1/2) times his straight time rate.

8. Scheduled overtime work (defined as any outside event) 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 custodians at the other schools. If no one is available, then the work should be offered to the maintenance. When overtime is refused in accordance with the above it is management's right to designate the lowest senior employee to work the overtime on an as needed basis. A maintenance man 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 Buildings and Grounds.

9. Scheduled maintenance overtime work shall be offered first to a qualified maintenance employee. When overtime is refused, it is the management's right to designate the lowest senior employee to work the overtime on an as needed basis. 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 Buildings 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 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 a 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 sub-article B of Article 2 of Chapter 6 of Title 18A.

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. Public Employee Charitable Campaign 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 the 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.

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.

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 (1/2) hour lunch period that has been interrupted. The 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:

	<u>92/93</u>	<u>93/94</u>	<u>94/95</u>
10 years service	\$330	\$360	\$390
15 years service	355	385	415

20 years service	530	560	590
25 years service	655	685	715
30 years service	780	810	840

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

N. Whenever a permanent employee dies, having earned annual vacation leave or unused sick 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 the time of his death.

O. Any changes in shift or hours of work of an employee must be discussed by the employer and the employee prior to the effective date. The Union will be notified of any proposed change in shift or hours prior to the employee being notified and shall have the right to be present during such discussions.

P. Any employee who is transferred on a temporary basis shall be given written notice of same. Such notice shall include the length of time and location of transfer. Maximum length of transfer on a temporary basis shall be 30 days.

Q. Employees will be paid \$500 for perfect attendance. Perfect attendance will exclude vacation days and bereavement leave.

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 ninety (90) days of employment, the employee will be classified as a temporary probationary employee. If at the end of the ninety (90) 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 ninety (90) day period. During the ninety (90) 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 all draw to determine seniority rank for the purpose in question.

C. In all cases of a 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 in the number of employees will be kept on recall status for two (2) calendar years. However, to be re-employed, the employee must be qualified for the position available.

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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 all draw to determine seniority rank for the purpose in question.

C. In all cases of a 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 in the number of employees will be kept on recall status for two (2) calendar years. 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. Effective July 1, 1989, any head custodian now employed must have a valid boiler license and driver's license.

G. The Board agrees to recognize one shop steward and one assistant shop steward selected by the Union. The shop 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, 1992, employees who hold a black seal low pressure fireman's license will receive \$475.00 during school year 1992-1993 commencing July 1, 1992. 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, 1993, each holder of a fireman's license will be paid \$475.00. Effective July 1, 1994, each holder of a fireman's license will be paid \$500.00. 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. Effective July 1, 1989, all new employees will have one (1) year to obtain a Fireman's low pressure license. Failure to do so will be just cause for dismissal without recourse.

BUS DRIVER'S LICENSE

B. Effective July 1, 1992, employees classified permanently or temporarily as bus drivers will be paid \$250.00 for the school year 1992/93 and 1993/94. Effective July 1, 1994 employees classified permanently or temporarily as bus drivers will be paid \$275.00 for the school year 1994/95. 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 of the stipend is to be paid. If the retirement is on December 31st or thereafter, full stipend is to be paid. Effective July 1, 1989, all new employees will have one year to acquire a valid driver's license. Failure to do so will be just cause for dismissal without recourse.

POOL MAINTENANCE CERTIFICATION

C. Effective July 1, 1992, employees working in the pool area will receive the following stipend for pool maintenance certification:

<u>1992/93</u>	<u>1993/94</u>	<u>1994/95</u>
\$475.00	\$475.00	\$500.00

As a condition for receipt of this stipend, each C.P.O. AUTHORIZED by the Supervisor of Buildings and Grounds will perform the following on a daily or part-time basis:

1. Test pool water for:
 - a. Chlorine content
 - b. Acidity content
 - c. Alkalinity content
 - d. Any and all other tests required by the Health Department
2. Add/delete chemicals to pool or discharge tanks.
3. Mix chemicals for use.
4. Recalibrate chemical dispenser when needed.
5. Adjust and calibrate pool temperature.
6. Must be listed in the pool log book for pool coverage in case of problems and/or emergencies.

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:

1. Two (2) representatives chosen by the Board
2. Two (2) representatives chosen by the Local
3. 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:

1. safety glasses (non-prescription)
2. foul weather gear prior to the start of each school year to any employees who are required to work outside in the weather.

The wearing of Board issue safety equipment is required.

C. The Board will supply all the necessary tools required.

D. All employees permanently or temporarily assigned as custodians 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 two pairs of safety shoes during each year of the contract:

<u>1992/93</u>	<u>1993/94</u>	<u>1994/95</u>
\$180	\$180	\$180

If the cost of shoes is more than \$180, the employee shall pay the difference.

F. UNIFORMS

The Board of Education shall provide the following:

1. 1992-1993 - Four uniforms (2 long sleeve shirts and 2 short sleeve shirts)
2. 1993-1994 - Four uniforms (2 long sleeve shirts and 2 short sleeve shirts)
3. 1994-1995 - Four uniforms (2 long sleeve shirts and 2 short sleeve shirts)
4. One pair of coveralls per year for each maintenance employee.

Uniforms are to be issued prior to August 31st of the school year. The Board shall provide an initial issue to employees who are hired prior to March 1st of the school year. This initial issue shall consist of prorated shoe allowance and two sets of uniforms (as listed above) and employees will receive clothing allowance within 60 days after probation period.

ARTICLE VII

HOLIDAYS 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. Employees hired prior to July 1, 1990 will 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

All employees hired after July 1, 1990 shall be entitled to annual vacation as follows:

First through fifth year	-	10 days
Sixth through fifteenth year	-	15 days
After sixteenth year	-	20 days

During the first year of employment, the employee will earn a pro-rated portion of the 10 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.

All unused vacation time may be carried to the next school year upon approval by Supervisor of Buildings and

Grounds. This unused vacation time must be used by December 31st of that school year.

ARTICLE VIII

LEAVES OF ABSENCE

A. SICK LEAVE

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, 1992, the Board will pay to a retiring employee an amount not to exceed \$6,500 for unused sick leave accrued in the Lawrence Township School District. Effective July 1, 1993, the Board will pay to a retiring employee an amount not to exceed \$6,800.00 for unused sick leave accrued in the Lawrence Township School District. Effective July 1, 1994, the Board will pay to a retiring employee an amount not to exceed \$7,100.00 for unused sick leave accrued in the 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 the number of unused sick days. A retiring employee shall be defined as a person who has applied for and is receiving pension benefits from the Public Employee Retirement System.

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 three days 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.

C. DEATH IN FAMILY LEAVE

Up to five (5) days leave of absence will be allowed in the event of the death of an employee's spouse, child, son-in-law, daughter-in-law, parent, grandparent, grandchild, father-in-law, mother-in-law, brother, sister, brother-in-law, or sister-in-law. These days can be divided at the request of the employee and approval by the Supervisor of Buildings and Grounds.

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. Medial benefits will be provided which are equal to Blue Cross/Blue Shied (PACE Series), Rider J, Major Medical, and Prescription Drug (\$3.00 deductible). 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 (\$3.00 deductible)

Single 100%

2. Blue Cross/Blue Shield (PACE Series)
Rider J, Major Medical, Prescription
Drug (\$3.00 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 (\$3.00 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%

6. Dental Plan

Single	100% effective 7/1/89
All other	95% same as above

D. The Board of Education agrees to an eyeglass allowance per employee, per year, as follows, provided said employee presents a proper receipt to the Board for reimbursement:

<u>1992/93</u>	<u>1993/94</u>	<u>1994/95</u>
\$175	\$175	\$175

The Board will replace broken glasses if broken as part of the job.

E. On a prospective basis only the Board shall pay toward the health insurance premium for retirees as follows:

1. actual retirement under PERS
2. 15 years of service in Lawrence
3. eligible between ages 55 through 65
4. toward the annual premium per year as follows:

<u>1992/93</u>	<u>1993/94</u>	<u>1994/95</u>
\$550	\$550	\$600

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 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 addresses:

1. If by Local, to Board at 2565 Princeton Pike,
Lawrenceville, NJ 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.

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 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 this 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.

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 on 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. 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, the Union shall furnish to the employer written notice thirty (30) days prior to effective date of 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.

K. Any employee using their personal vehicle will receive a mileage allowance (to be determined by Board Policy) per mile.

ARTICLE XI

DURATION OF AGREEMENT

A. This Agreement shall be effective as of July 1, 1992 and shall continue in effect through June 30, 1995. 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 organizations, shall enter into collective negotiations concerning a successor Agreement to this one not later than November 1, 1994. 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, 1994.

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: Raymond M. Puccio, Pres.

BY: Flora B. Puzoski, Sec Treas

BOARD OF EDUCATION, TOWNSHIP OF LAWRENCE

BY: Pasquale A. Colavito Jr

BY: Nicholas C. A. Pulino, Bd. Secy

SALARY SCHEDULE

	<u>92/93</u>	<u>93/94</u>	<u>94/95</u>
LEVEL 1 - CUSTODIAN & DRIVER			
STEP 0	\$24,900	\$25,800	\$26,700
I	25,500	26,400	27,300
II	26,500	27,400	28,300
III	27,600	28,500	29,400
IV	29,800	30,700	31,600
LEVEL 2 - HEAD CUSTODIAN ELEMENTARY/MAINTENANCE			
STEP 0	25,500	26,400	27,300
I	26,100	27,000	27,900
II	27,100	28,000	28,900
III	28,200	29,100	30,000
IV	30,400	31,300	32,200
LEVEL 3 - HEAD CUSTODIAN (LMS, LIS, LHS)			
STEP 0	26,400	27,300	28,200
I	27,000	27,900	28,800
II	28,000	28,900	29,800
III	29,100	30,000	30,900
IV	31,300	32,200	33,100
LEVEL 4 - CARPENTER, ELECTRICIAN PLUMBER			
STEP 0	28,027	28,927	29,827
I	28,627	29,527	30,427
II	29,627	30,527	31,427
III	30,727	31,627	32,527
IV	32,877	33,777	34,677