

**AN AGREEMENT BETWEEN THE  
LITTLE EGG HARBOR TOWNSHIP  
CUSTODIAN/MAINTENANCE ASSOC.  
AND THE  
BOARD OF EDUCATION OF  
LITTLE EGG HARBOR TOWNSHIP  
COUNTY OF OCEAN, NEW JERSEY  
2004-2006**

The Little Egg Harbor Township Board of Education is an Affirmative Action/Equal Opportunity Employer.

## PREAMBLE

This Agreement entered into this 1<sup>st</sup> day of July, 2004 through the 30<sup>th</sup> day of June, 2006, by and between the Board of Education of Little Egg Harbor Township, County of Ocean, State of New Jersey, hereinafter called the "Board," and the Little Egg Harbor Township Custodian/Maintenance Association, hereinafter called the "Association."

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ARTICLE I  
RECOGNITION

1.01 Unit

The Board recognizes the Little Egg Harbor Custodian/Maintenance Association as the exclusive and sole representative for all Custodians/Maintenance, full and part-time, employed by the Board with the exception of those classified as confidential under law.

Exclusion:

Educational Facilities Manager  
Assistant Educational Facilities Manager  
Head Custodian(s)

1.02 Affiliation

The Little Egg Harbor Custodial/Maintenance Association is affiliated with the OCCEA, the NJEA and the NEA.

ARTICLE II  
NEGOTIATION OF SUCCESSOR AGREEMENT

2.01 Deadline Date

The parties agree to enter into collective negotiations in accordance with NJS 34:13A-1 et sec. in a good faith effort to reach agreement on all matters concerning the terms and conditions of employees covered by this Agreement. Such negotiations shall commence no later than October 1 of the fiscal year preceding the fiscal year in which the Agreement expires. Any agreement so negotiated shall apply to all employees covered by this Agreement, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board and the Association.

2.02 Modification

This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by both parties.

2.03 Negotiations of Successor Agreement

In the event of the Public Employment Relations Commission or other public body having appropriate jurisdiction establishing a mandatory timetable for such negotiations, the parties agree to be bound by said timetable, anything contained herein to the contrary notwithstanding.

2.04 It is understood by all parties that negotiations will be conducted in good faith.

ARTICLE III  
GRIEVANCE PROCEDURE

3.01 Definitions

3.01.1 Grievance A grievance is a claim, involving terms and conditions of employment, by an employee or by the Association based upon the interpretation, application, or violation of the negotiated agreement, Board policy or administrative decisions.

3.01.2 Grievant A grievant is the person, persons, or the Association claiming a grievance.

3.01.3 Party of Interest A party of interest is the grievant, the Association, the Board, and any person who might be required to take action in order to resolve the grievance.

3.02 Purpose

The purpose of a grievance is to secure the rights of the parties. Both parties agree that grievance proceedings will be kept as informal and confidential as may be appropriate at any level.

3.03 Procedure

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

3.03.2 Level One Principal or Immediate Supervisor An employee with a grievance may submit it within seven (7) calendar days of the date of the incident, which gave rise to the grievance. The grievance must be submitted in writing to the grievants principal or immediate supervisor either directly or through the Association's designated representative, with the objective of resolving the grievance informally.

- 3.03.3 **Level Two Superintendent of Schools** If the grievant is not satisfied with the disposition of his/her grievance at Level One, he/she may file a written appeal to the Superintendent. Such appeal must be submitted within seven (7) calendar days of the date of the Level One response or, if no response was received, within fourteen (14) calendar days of the date of the grievance was filed at Level One. The Superintendent shall acknowledge receipt of the grievance and shall schedule a hearing with the grievant, at which time the Superintendent shall consider the relief sought. The Superintendent shall render his decision to the grievant, in writing, not more than fourteen (14) calendar days after the hearing.
- 3.03.4 **Level Three Board of Education** If the grievant is not satisfied with the disposition of his/her grievance at Level Two, he/she may request that the Association appeal the grievance to the Board. Such appeal by the Association must be submitted within seven (7) calendar days of the date of Level Two responses or, if no response was received, within fourteen (14) calendar days of the date the grievance was filed at Level Two. The Board, a committee thereof, or its designees may conduct a hearing within thirty (30) calendar days of the date the grievance is appealed, in writing, to the Board. The Board shall render its decision not more than thirty (30) calendar days after its receipt of the written grievance appeal if a hearing is not held, or within thirty (30) calendar days of the date of the hearing.
- 3.04 **Right of Employees to Representation** A grievant may be represented at all stages of the procedure by himself/herself or, at his/her option, by a representative selected or approved by the Association. When an employee is not represented by the Association, the Association shall have the right to be present and state its views at Level Two and all subsequent levels.
- 3.05 **Reprisals** No reprisals of any kind shall be taken by the Board, the Association, or by any member of the Administration or of the Association, or any person, for participation or non-participation in any grievance.
- 3.06 **Miscellaneous**
- 3.06.1 **Written Decisions** All decisions shall be in writing. Such written decisions shall be transmitted promptly to all parties in interest and to the Association.
- 3.06.2 **Separate Grievance File** All documents, communications, and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 3.06.3 **Grievance Forms** Forms for filing grievances shall be prepared jointly by the Superintendent and the Association and given appropriate distribution in order to facilitate operation of the grievance procedure. Cost for the preparation of said forms shall be borne equally by the Association and the Board.



## ARTICLE IV RIGHTS

### 4.1 EMPLOYEE RIGHTS

- 4.01 Statutory Savings Clause  
Nothing contained herein shall be construed to deny or restrict to any custodian/maintenance such rights as she may have under New Jersey School Laws, or other applicable laws and regulations.
- 4.02 Just Cause Provision  
No custodian/maintenance shall be disciplined or reprimanded without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall be subject to the grievance procedure herein set forth.
- 4.03 Criticism of Custodians/Maintenance  
Any criticism by a supervisor, administrator, or Board Member of a custodian/maintenance and her duties shall be made in confidence and not in the presence of students, parents, other employees, or other public gatherings unless the custodian/maintenance chooses to make such criticism public.
- 4.04 Association Identification  
No custodian/maintenance shall be prevented from wearing standard, or conventional pins, or other identification of membership in the Associations, or its affiliates.
- 4.05 Posting of Positions New positions for which custodian/maintenance may be qualified shall be conspicuously posted and members shall have the right to apply and be considered for such positions before they are advertised to the public.

### 4.2 BOARD RIGHTS

- 4.21 The Board reserves to itself sole jurisdiction and authority over matters of policy and retains the right, subject only to the limitations imposed by the language of this Agreement, in accordance with applicable laws and regulations.
- (a) To direct employees of the school district.
  - (b) To hire, promote, transfer, assign and retain employees in positions in the school district, and for just cause to suspend, to demote, discharge or take other disciplinary action against employees.
  - (c) To relieve employees from duty because of lack of work or other legitimate reasons.
  - (d) To maintain the efficiency of the school district operations entrusted to them.

- (e) To determine the methods, means and personnel by which such operations are to be conducted.
  - (f) To determine work schedules and to order overtime.
  - (g) To take whatever actions may be necessary to carry out the mission of the school district in situations of emergency.
- 4.22 It is understood by all parties that under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board of Education is forbidden to waive any rights or powers granted it by law.
- 4.23 The parties agree that the procedures outlined in the Agreement are binding to both parties.

ARTICLE V  
ASSOCIATION RIGHTS AND PRIVILEGES

- 5.01 Information  
The Board agrees to furnish to the Association, in response to reasonable request, available and non-confidential information concerning the financial, educational and personnel resources of the school district as reasonably needed to negotiate, investigate, or process grievances on behalf of its members or other materials that affect terms and conditions of employment, free of charge. Such requests shall be submitted to the Superintendent of Schools in writing on the appropriate form.
- 5.02 Released Time For Meetings  
Whenever any representative of the Association or any custodian/maintenance participates during working hours in negotiations, grievance proceedings or conferences, or meetings, he shall suffer no loss in pay provided they are called by the Administrator or the Board of Education.
- 5.03 Use of School Buildings  
The Association and its representatives shall have the privilege to use school buildings at all reasonable hours for meetings when not in conflict with previous commitments. Prior approval from the Administrator is required for use of building/facilities, which shall not be unreasonably withheld.
- 5.04 Use of School Equipment  
The Association shall have the privilege to use school facilities and equipment, including typewriters, computers and duplicating machines, and all types of audiovisual equipment at reasonable times, when such equipment is not otherwise in use. The Association shall furnish all materials and supplies incident to such use.

5.05 Bulletin Boards

The Association shall have access to a bulletin board in each building for its exclusive use. Copies of all materials posted by the Association shall be transmitted to the building principal, but no approval shall be required for posting. Posted materials shall not be offensive to nor derogatory in nature toward the Board or its members, community members, administrative personnel, students, or any individual or group of employees.

5.06 Mailboxes

The Association shall have the right to use inter-school mail facilities and school mailboxes for Association business.

ARTICLE VI  
WORK YEAR

6.01 Calendar

The custodian/maintenance work year shall be 12 months. The custodian/maintenance calendar shall include the following paid holidays:

Independence Day	New Years Eve Day
Labor Day	Day after Thanksgiving
Thanksgiving Day	Martin Luther King Day
Christmas Eve	Good Friday
Christmas Day	Easter Monday
Day after Christmas	Memorial Day

If the day before or after Christmas falls on a non-working day additional time will be granted for a total of three days.

Other holidays will be scheduled in recognition of, but not necessarily on the calendar days traditionally associated with, the following holidays:

Columbus Day  
Veterans Day  
Presidents Holiday (2 days)

These "in recognition of" holidays will be scheduled adjacent to weekends.

Holiday schedules must be arranged for at least three (2-3) full working days in each of the major holiday (Christmas & spring) periods. Final determination of the scheduling of these days will be at the discretion of the Educational Facilities Manager.

6.02 Work Day

The custodial/maintenance staff of Little Egg Harbor Township School District will work five days a week, excluding Saturday and Sunday and designated holidays in accordance with the twelve-month custodial/maintenance calendar.

6.03 Inclement Weather

When school is closed for snow days or inclement weather, the custodial staff will report to work unless directed not to do so by either the Superintendent or the Educational Facilities Manager. On such days all employees will report for the day shift. Custodian/maintenance who do not report for work on such days will be charged a vacation day (if available) or will have the day deducted from their salary for that pay period if no vacation time is available.

6.04 Over-Time

Over-time pay for any time worked over 40 hours per week will be at 1.5 base salary per hour. "Time worked over 40 hours per week" is defined to mean time actually worked, and does not include paid leave time, except in cases where an employee is called back to work for an emergency. Holidays are included as time worked. The workweek for overtime purposes commences at 12:01 a.m. on Sunday and ends at midnight Saturday.

Overtime will be rotated as follows:

- a. There shall be an alphabetized list of custodians for each building.
- b. Employees can opt to be taken off the list by making a written request to the Facilities Manger, and can be put back on the list by another written request to the Facilities Manager.
- c. Employees not at work when the overtime is offered will be skipped, and automatically dropped to the bottom of the list.
- d. Recurring overtime, such as building checks and use of the buildings by outside groups on a regular basis, will be offered in blocks consisting of calendar months.
- e. If the overtime task requires a certain skill, or in an emergency, the administration can deviate from the rotation list.
- f. The administration can assign overtime if there are no acceptable volunteers.
- g. The administration can assign Head Custodians to overtime, as it deems appropriate.

ARTICLE VII  
SALARIES AND BENEFITS

7.01 Salary Schedule - See Salary Guides (Page 14)

- 7.02 Method of Payment  
Each custodian/maintenance employee shall be paid on the 15<sup>th</sup> and 30<sup>th</sup> of each month.
- 7.03 Fringe Benefits  
All benefits become effective upon one-month employment under a contract with the Board. Coverage is for employee and eligible dependents with the exception of disability insurance, which covers the employee only.
- (a) Medical Insurance The Board of Education will assume 100% of the cost of insurance premiums for coverage under Connecticut General Life Insurance Company, or equivalent, including major medical or the equivalent and Prescription Plan (\$5 Co-Pay). The Board reserves the right to elect to switch health and/or prescription card insurance. Second Opinion required for surgery. Additional coverage upgrades (if available) may be purchased at employee expense.
- (b) Dental Insurance During the term of this agreement, the Board of Education shall continue to provide custodian/maintenance with dental insurance under Connecticut General Life Insurance, or equivalent.
- (c) Disability Insurance The Board of Education will assume 100% of the cost of the premiums for disability insurance base plan for the employee only.
- (d) Employees must work 25 hours per week to receive health benefits.
- 7.04 Travel Expenses  
If the Administrator sends a custodian/maintenance on official school business out of the district during or after regular school hours, said custodian/maintenance should be reimbursed for transportation (if own used) at the rate of \$0.30 per mile, plus tolls, and parking, if required.
- 7.05 Retirement  
A custodian/maintenance who notifies the Board in writing on or before January 2 of any year, of their intention to retire at the end of that school year, and who actually files a retirement paper with the New Jersey State Retirement System, shall be entitled to receive a Terminal Leave Compensation. Said Terminal Leave Compensation shall be computed as follows: For every two (2) days of accumulated unused sick leave, the custodian shall be paid for one (1) day at the per diem rate in existence in the year of retirement. The maximum accumulation for such purpose shall be two hundred fifty (250) days, which will result in a payout equal to one hundred twenty-five (125) days. In order to qualify for Terminal Leave Compensation, the custodian/maintenance retiring must have at least fifty (50) accumulated unused sick days at the time of his retirement.

7.06 Vacation

Vacation shall be earned according to the following schedule:

Less than one year 1 day per month Not to exceed ten days.

After one year 10 days

After five years 15 days

After ten years - 20 days

All vacation days are earned.

Employees with more than two (2) weeks of annual vacation time shall not take more than two (2) weeks consecutively during the summer vacation period without the approval of the Educational Facilities Manager. The scheduling of more than two (2) vacation periods shall be at the discretion of the Educational Facilities Manager. Vacation time unused by the end of the fiscal year shall not be accumulative, however, any custodial/maintenance person may receive up to five (5) unused vacation days and five (5) unused sick days at his/her current per diem rate at the conclusion of the fiscal year.

7.07 Identification

In order to identify all custodial/maintenance employees in the district, the Board of Education will furnish five (5) shirts to each employee as requested. The Board of Education will also furnish identification badges for each employee.

Custodian/Maintenance personnel will be required to wear identification badges at all times.

7.08 Initial Employment

A new custodial/maintenance employee will be employed for three (3) months on a probationary basis before a contract is issued. If work is satisfactory, the contract will be retroactive to the first day of employment, after a three (3) month evaluation by the Superintendent, or his/her designee.

7.09 Custodian/Maintenance who obtain a Black Seal Certificate will receive an annual stipend of \$600 for the period in which the certificate is valid. This stipend will be paid in twenty-six (26) biweekly payments. Custodian/maintenance initially receiving their Black Seal Certificate will be paid on a pro-rated basis from date of issue.

7.10 The Board will provide each custodian/maintenance employee five (5) long or short sleeve shirts per year, and one (1) sweatshirt. The Board will also reimburse each custodian/maintenance employee up to two hundred fifty dollars (\$250.00) per year for the purchase of one pair of safety-toes shoes and five pairs of dark to medium blue trousers (denim or Dickie style). Shorts may be worn in the summer, but must be of comparable style and workplace quality (no cut-offs, running shorts, etc.)

## **SALARY GUIDES**

BENEFIT ENTITLEMENT

FULL AND PART-TIME CUSTODIAN/MAINTENANCE

CHART A

Days Worked	1	2	3	4	5
Personal Days	1	1	2	3	4 (4 <sup>th</sup> day in non-cumulative)
Sick Days	2	4	6	8	12+2 non-cumulative



ARTICLE VIII  
EVALUATION

8.01 Evaluation

Each custodian/maintenance shall be evaluated annually by the Superintendent, or his/her designee. All monitoring or observation of the work performance of a custodian/maintenance shall be conducted openly with full knowledge of the custodian.

A custodian/maintenance shall be given a copy of any observation or evaluation report prepared by the Superintendent or his/her designee. No such report shall be placed in the custodian/maintenance or otherwise acted upon without the custodian/maintenance having the opportunity of a conference on the evaluation. No custodian/maintenance shall be required to sign a blank or incomplete evaluation form. The custodian/maintenance may add appropriate comments, responses, or clarifications to the evaluation.

8.02 Personnel (File) Records

(a) File

A custodian shall have the right to indicate those documents and/or other materials in his/her file, which he/she believes to be obsolete or otherwise inappropriate to retain. Said documents shall be reviewed by the Superintendent and if, in fact, they are otherwise inappropriate or obsolete, they shall be destroyed. Disputes over retention of said documents may be processed in accordance with Title 18A: 6-9.

(b) Derogatory Material

No material derogatory to a custodian/maintenance's conduct, service, character or personality shall be placed in his or her personnel file unless the custodian has had an opportunity to review the material. The custodian shall acknowledge that he or she has had the opportunity to review the material. The custodian shall acknowledge that he or she has had the opportunity to review such material by affixing his or her signature to the copy to be filed with the express understanding that such signature in no way indicates agreement with the contents thereof. The custodian shall also have the right to submit a written answer to such material, and his or her answer shall be reviewed by the Superintendent and attached to the file copy.

(c) No Separate File

Although the Board agrees to protect the confidentiality of personal references, academic credentials and other similar documents, it shall not establish any separate personnel file.

ARTICLE IX  
MISCELLANEOUS PROVISIONS

The Agreement shall be presented to all custodian/maintenance now employed, or considered for employment by the Board.

9.01 Continuance of Benefits Clause

In the event this Agreement is not renewed, an Agreement to continue benefits will be drawn up between the Board and those employees who return to work. This continuance of benefits Agreement would remain in force until such time as a new contract is signed upon.

9.02 This agreement incorporates the entire understanding of the parties on all matters which were or could be the subject of negotiations. During the term of this Agreement neither party shall be required to negotiate with respect to any such matter whether or not covered by the 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.

9.03 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing duly executed by the parties.

9.04 If any provisions of this Agreement to any employee or group of employees is held to be contrary to law, then such provisions or applications shall not be deemed valid and subsisting, except to the extent permitted by law, but all other revisions of applications shall continue in full force and effect.

9.05 For the duration of this Agreement the Board agrees not to negotiate with any organization other than the Little Egg Harbor Township Custodian/maintenance Association over matters relating to terms and conditions of employment of employees in this unit.

9.06 Copies of this agreement shall be reproduced and distributed within thirty (30) days of its signing by the presidents of the respective groups. The cost of reproduction shall be borne by the Board.

9.07 Notice

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by delivery in writing at the following address:

If by Association, to Board at 307 Frog Pond Road, Little Egg Harbor, NJ 08087

If by Board, to Association at 307 Frog Pond Road, Little Egg Harbor, NJ 08087

ARTICLE X  
RULES AND REGULATIONS GOVERNING  
LEAVES OF ABSENCE, ILLNESS, OTHER REASONS

SECTION 10.1

10.01 Sick Leave

(a) Sick Leave, Minimum Allowances, Cumulating Unused Leave:

All persons holding any office, position or employment in all school districts, regional school districts for county vocational schools of the State who are steadily employed by the Board of Education, or who are protected in their office, position of employment under the provision of Chapter 28 of Title 18A of the Revised Statutes or under any other law shall be allowed sick leave with full pay for a minimum of twelve (12) days and two (2) non-accumulated days in any school year. If any such person requires in any school year less than this specified number of days of sick leave with pay allowed, all days of such minimum sick leave not utilized that year shall be accumulative to be used for additional sick leave as needed in subsequent years excluding the two (2) non-accumulative days.

(b) Physician's Certificate

In case of sick leave claimed, a Board of Education may require a physician's certificate to be filed with the Board Secretary of the Board of Education.

(c) Sick Leave Defined

Sick Leave is hereby defined to mean the absence from his or her post of duty, of any such person because of personal disability due to illness or injury, or because he or she has been excluded from school by the school district's medical authorities on account of contagious disease or of being quarantined for such a disease in his or her immediate household.

(d) Prolonged Absence Beyond Sick Leave Period N.J.S.A. 18A: 30-6

"When absence, under the circumstances described in section 18A: 30-1 of this article, exceeds the annual sick leave and the accumulated sick leave, the Board of Education may pay any such person each day's salary less the pay of a substitute, if a substitute is employed or the estimated cost of the employment of a substitute if none is employed, for such length of time as may be determined by the Board of Education in each individual case. A day's salary is defined as 1/240 of the annual salary.

(e) Salary in cases of absence not constituting sick leave additional sick leave or accumulation sick leave:

Nothing in this act shall affect the right of the Board of Education to fix either by rule or by individual consideration, the payment of salary in cases of absence not constituting sick leave, or granting sick leave over and above the minimum sick leave as defined in this act, or allowing days to accumulate over and above those provided

for in section 18A: 30-2 except that no person shall be allowed to increase total accumulation by more than ten (12) days in any one year.

## SECTION 10.2

### 10.02 Other Reasons

#### (a) Death

In case of death in any custodian/maintenance family or spouse's family, the employee shall be excused for four (4) days when necessary without loss of salary. "Family" is defined to mean any relative residing in the immediate household, spouse, parents, children, grandparents, grandchildren and siblings.

#### (b) Court Order

In case of absence from school by reason of subpoena from a court, no deduction in pay shall be made for up to three (3) days per event giving rise to the subpoena. The subpoena must be filed with the Superintendent and must require the employee's attendance during his/her regular working hours.

#### (c) Emergencies and Personal Days

Employees may be granted up to four days (4) of absence for an emergency or a personal day without deduction of salary, during any one school year. The fourth personal day is non-cumulative and may only be taken after the three cumulative personal days are used. Employees may accumulate three (3) personal days per year if such day is not used otherwise. Such accumulation shall be added into the employee's sick leave accumulation. Application shall be made at least two days before taking such leave except in cases of emergency. The superintendent will be notified as soon as possible when a day is being used for an emergency. In the event that a custodian/maintenance who has already signed in has to leave the building for emergency or sickness, they are required to notify the building principal and superintendent's office prior to leaving the building.

#### (d) Jury Duty

Custodian/Maintenance called for jury duty shall suffer no deduction of salary. Custodian/Maintenance shall receive their regular daily pay for each day of jury duty but will be required to reimburse the district the amount of jury pay received.

#### (e) Military Leave

Each employee shall be eligible for unpaid leave of absence for military leave pursuant to statute.

#### (f) Family Leave

Each employee shall be eligible for unpaid leave of absence for family matters pursuant to the New Jersey Family Leave Act or the Federal Family Leave Act.

(g) Other Leaves

Nothing shall prohibit the Board of Education from granting other leaves, paid or unpaid, for what it considers good and sufficient reason.

ARTICLE XII  
REPRESENTATION FEE

12.01 Purpose of Fee

If a bargaining unit member does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) which is covered in whole or in part by this Agreement said bargaining unit member will be required to pay a representation fee to the Association in lieu of dues for service rendered by the Association.

12.02 Amount of Fee

Prior to the beginning of each membership year, the Association will notify the Board in writing, of the amount of the regular membership dues, initiation fees and assessments charged by the Association to its own members for that membership year. Said fee shall conform to the rules and regulations promulgated by the Public Employment Relations Commission.

12.03 Notification

Once during each membership year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those bargaining unit members who have not become members of the Association for the then current membership year. The Board will deduct from the salaries of such bargaining unit members, in accordance with Section 12/04 below, the full amount of the representation fee and promptly will transmit the amount as deducted to the Association.

12.04 Payroll Deduction Schedule

Upon written notification from the Association that it has adopted and implemented a "demand and return system," the Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each bargaining unit member on the aforesaid list during the remainder of the membership year in questions. The deduction will begin with the first paycheck paid thirty (30) days after receipt of the aforesaid list by the Board previously served as a bargaining unit member and continued in the employ of the Board in a non-bargaining unit position or was on layoff, in which event the deduction will begin with the first paycheck paid ten (10) days after the resumption of the individual's employment as a bargaining unit member.

12.05 Termination of Employment

If the employment of a bargaining unit member who is required to pay a representation fee is terminated before the Association has received the amount of representation fee (prorated for the membership year in question) to which it is entitled under this Article, the Board will deduct the unpaid portion of same from the last paycheck paid to said bargaining unit member.

12.06 Mechanics

Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

12.07 Changes

The Association will notify the Board, in writing, of any changes in the list provided for in paragraph 12.03 above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than thirty (30) days after the Board received said notice.

12.08 Definition of Bargaining unit member

The definition of the word "bargaining unit member" as used in this Article shall be as defined in Article 1 section 1.01 hereof.

12.09 Save Harmless Clause

The Association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this Article.

ARTICLE X111  
UNDERSTANDING OF THE PARTIES

- 13.1 The negotiating teams of the Little Egg Harbor Board of Education and Association agree that this is the final package to be presented for ratification by the Board and the Association. Both parties have bargained in good faith.

ARTICLE XIV  
DURATION OF AGREEMENT

14.01 Duration Period

This Agreement shall be effective as of July 1, 2004 and shall continue in effect until June 30, 2006, subject to the Association's right to negotiate over a successor Agreement as provided in Article II. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

In witness whereof, the Association has caused this Agreement to be signed by its President and Custodian/maintenance, and the Board has caused this Agreement to be signed by its President, attested by its Custodian/maintenance and its corporate seal to be placed thereon, all on the day and year first above written.

LITTLE EGG HARBOR TWP.  
CUSTODIAN/MAINTENANCE  
ASSOCIATION

LITTLE EGG HARBOR TWP.  
BOARD OF EDUCATION

\_\_\_\_\_  
President

\_\_\_\_\_  
President

\_\_\_\_\_  
Custodian/Maintenance

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Custodian/Maintenance

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