

**LABOR AGREEMENT**

**BETWEEN**

**LODI ASSOCIATION OF  
CUSTODIANS AND MAINTENANCE WORKERS**

**AND THE**

**LODI BOARD OF EDUCATION**

**JULY 1, 2008 TO JUNE 30, 2011**

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## RECOGNITION

The Board of Education, Lodi, New Jersey, recognizes the Lodi Association of Custodians and Maintenance Workers (hereinafter "Association"), as the sole and exclusive bargaining agent for all employees covered by the agreement in all matters pertaining to rates of pay, wages, hours of work, benefits, and other terms and conditions of employment.

## SCOPE OF BARGAINING UNIT

The agreement includes all personnel employed as Custodian, Custodial Worker, School Matron, Maintenance Repairmen, and Recreation Maintenance Men. Excluded are: Head Custodian, Supervisor of Custodians, Maintenance Supervisor, Maintenance Repair Foreman, Recreation Maintenance Supervisor, Assistant Supervisor of Custodians, professional, office, teacher, administration, executive and other professional employees.

## NON-BARGAINING UNIT PERSONNEL

Supervisors and other non-bargainable unit personnel shall not be permitted to perform work normally performed by employees covered by this agreement, except as provided for herein:

1. To replace an employee who is not qualified to continue the assignment.
2. The Board may, at its discretion, hire temporary or part-time help.
3. Temporary transfers to fill the need of a licensed fireman will be restricted to the custodial classifications.

## MAINTENANCE OF MEMBERSHIP

The Association shall furnish the Board with a complete list of all employees who are members in good standing as of the date of this agreement, and such persons shall continue as members in good standing of the Association for the duration of this agreement. Employees who, in the future, elect to join the Association shall continue as members in good standing for the duration of this agreement, therefore:

The Board agrees that dues deduction authorization shall be irrevocable for the term of the current agreement, after which such authorization shall continue in full force and effect for each succeeding term of agreement unless written notification is given to the Board by the employee to cancel his/her authorization to deduct dues.

## PROBATION PERIOD

The first three (3) months of employment shall be a probationary period, and the Board shall have the right to discharge a probationary employee without assigning any reason for the discharge and shall not have recourse under the grievance procedure.

# REPRESENTATIVE FEE

**A. Purpose of Fee**

If an employee does not become a member of the Association during any membership year (i.e., from September 1 to the following August 31) he/she will be required to pay a representative fee to the Association for that membership year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative.

**B. Amount of Fee/Notification**

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. The representative fee paid by nonmembers will be determined by the Association in accordance with the law.

**C. Deduction and Transmission Fee**

**1. Notification**

On or about the 15th of September of each year the Board will submit to the Association a list of all employees in the bargaining unit. On or about January 1 of each year the Association shall notify the Board of Education as to the names of those employees who are required to pay the representative fee.

**2. Payroll Deduction Schedule**

The Board will deduct from the salaries of the employees referred to in Section C-1 the full amount of the yearly representation fee in equal installments beginning with the first paycheck in February.

**3. Termination of Employment**

If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representative fee to which it is entitled under this Article, the Board will deduct the unpaid portion of the fee from the last paycheck paid to said employee during the membership year in question.

**4. Mechanics**

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

**5. Changes**

The Association will notify the Board in writing of any changes in the list

provided for in Paragraph 1 above and/or the amount of the representative fee, and such changes will be reflected in any deductions made more than 10 days after the Board received said notice.

**6. New Employee.**

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 begin their employment in a bargaining unit position during the preceding 30 day period. The list will include names, social security numbers, job titles, and dates of employment and places of assignment for all such employees. The Board will also notify the Association of any changes in the status of an employee regarding transfer, leave of absence, return from leave, retirement, resignation, separation from employment, or death.

## PRESIDENT

- A. The Board recognizes the right of the Association to designate a President and alternates.
- B. The authority of the President and alternates so designated by the Association shall be limited to, and shall not exceed the following:
  - (1) The investigation and presentation of grievances.
  - (2) The collection of monies when authorized by appropriate Association action.
  - (3) The transmission of such messages and information which shall originate with, and are authorized by the Association or its officers.
- C. The President and alternates have no authority to take strike action, or any other action interrupting the Board's business. The Board recognizes these limitations upon the authority of the President and his alternates, and shall not hold the Association liable for any unauthorized acts.

The Board in so recognizing such limitations shall have the authority to impose proper discipline in the event the President or alternates have taken unauthorized strike action, slowdown, or work stoppages in violation of this agreement.

- D. The President and alternates shall be permitted to investigate, present and process grievances without loss of time or pay. Such time in handling grievances shall be considered working hours in computing daily or weekly overtime.

With approval of the Business Administrator or Superintendent, the Association President shall be compensated at his regular rate of pay if called to the Board Office for grievance or discipline matters.

- E. A President or alternate shall not leave his work assignment without permission from his supervisor.
- F. The Board will be advised, in writing, of the name of the President and alternates who have been authorized to act on behalf of the Association.

## VISITATION RIGHTS

- A. A representative or representatives of the Association shall have access after an arrangement has been made with the Business Administrator, during working hours to all facilities, buildings, grounds and other places in which employees covered by this agreement work for the purpose of adjusting grievances, negotiating the settlement of disputes, investigating working conditions and generally for the purpose of carrying into effect the provisions and aims of this agreement.
- B. Visitors will be limited to accredited representatives of the Association.
- C. Visitors will make known their presence to the principal prior to carrying on the purpose of the visit.

## BULLETIN BOARDS

The Board agrees to provide a suitable Association bulletin board in each place of work for the posting of official notices relating to Association meetings and other Association affairs.

## NON-DISCRIMINATION

Neither the Board nor the Association will discriminate against any employee or those seeking employment because of race, creed, color, sex, or national origin, nor because of membership or non-membership in any church, society or fraternity.

## SEPARABILITY

- A. In the event that provisions of this agreement shall at any time be declared invalid by any court of competent jurisdiction or through government regulation or decree, this entire agreement shall not thereby be invalidated, but the effect thereof shall be limited to the provisions thus affected.
- B. It is further provided that nothing herein shall be construed to deny to any individual employee his/her rights under Civil Service, State or Federal Laws.

## MILITARY LEAVE

Employees enlisting or entering the military or naval service of the United States, pursuant to the provisions of the Universal Military Training and Service Act and amendment(s) thereof, shall be granted all rights and privileges by the Act.

## NOTIFICATION TO THE ASSOCIATION

- A. The Board will notify the Association, in writing, of all promotions, demotions, suspensions and discharges.
- B. The Board will notify the Association, in writing, prior to a layoff. The Association will be notified verbally of an intended discharge.
- C. The Board will provide the Association with an updated list of covered employees showing the name, address, classification, rate of pay, date of hire, date of entry in classification and social security number.
- D. The Board Secretary/Business Administrator or his/her designee shall notify the Association of the name, address, salary, and salary placement of each new employee within thirty (30) calendar days of the Board Resolution of hiring.

The Board Secretary/Business Administrator or his/her designee shall provide each new employee, within the first ten (10) days of employment, all information necessary for employment in the district, including a copy of their relevant contract agreement and available health insurance information.

## SENIORITY

Board Seniority is defined as total seniority starting from the initial date of hire.

Board Seniority shall be the basis for determining longevity, vacation entitlement, pay increments, and any other matter where a reference may be established except as may otherwise be provided for.

Classification Seniority is defined as total seniority in a particular classification starting from the initial date the employee entered the classification. Classification Seniority shall be the basis for preference in selecting a vacation period.

Least Classification Seniority shall be the basis for determining demotions to a lower pay grade.

Covered employees shall have preference to fill promotional job vacancies.

A promotion is defined as a move from a lower pay grade to a higher pay grade.

The Board agrees to offer promotions to the most senior qualified employee eligible in accordance with the attached promotional chart.

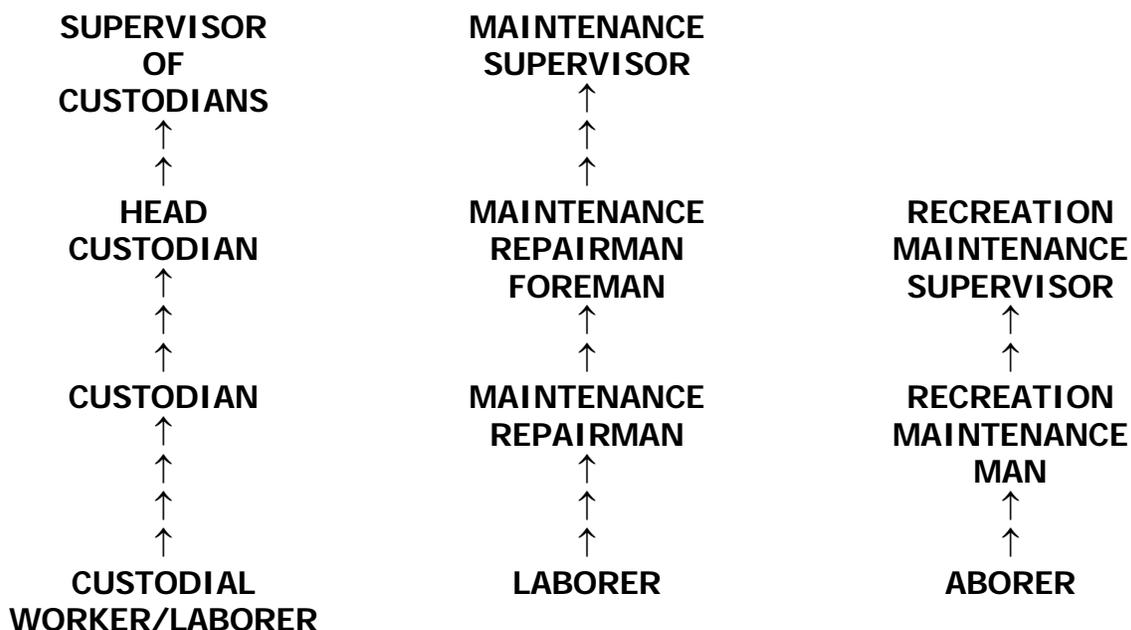
The Board further agrees that it will not be unreasonable or arbitrary in making a determination as to whether or not such employee is qualified.

The promoted employee shall receive the rate of the new job classification.

The Association and the employee will be kept advised of the progress he/she makes in learning the new assignment and be given every assistance to successfully meet the requirements.

Employees shall not be required to perform work of a classification other than work normally associated with their own classification except when the Board Secretary may determine an emergency exists, assignment of employees shall not exceed ninety (90) work days.

## LINES OF PROMOTION



**LABORER** does not constitute a line of promotion on this chart in any category. Rules and regulations of the New Jersey Department of Personnel (Civil Service) shall supersede the clause on lines of promotion.

**JOB POSTING PROCEDURES.** All district and all unit vacancies shall be adequately publicized by the Board Secretary/Business Administrator in accordance with the following procedure:

1. Notice shall be posted in each school as far in advance as practicable, ordinarily at least five (5) school days before the final date when applications must be submitted. A copy of said notice shall be given to the Association at the time of posting. Employees who desire to apply for such vacancies shall submit their application in writing to the Board Secretary/Business Administrator within the time limit specified in the notice, and the Board Secretary/Business Administrator shall acknowledge promptly in writing the receipt of all such applications. Applications shall be kept on file in the Board Secretary/Business Administrator's office for continual consideration for

future vacancies until the office is notified in writing by an applicant that the application is withdrawn.

2. Employees who desire to apply for a vacancy, which may be filled during their vacation, shall submit their names to the Board Secretary/Business Administrator together with the position(s) for which they desire to apply and an address where they can be reached during their vacation. The Board Secretary/Business Administrator shall notify such employees of any vacancy in the position for which they desire to apply. Such notice shall be sent as far in advance as practicable and a copy of said notice shall be given to the president of the Association.
3. All positions must be filled in accordance with the rules and regulations set forth by the New Jersey Department of Personnel (Civil Service).

## SICK LEAVE

- A. Employees with one (1) or **more** years of employment shall be entitled to fifteen (15) sick days the beginning of each contract year without loss of pay. Employees with **less** than one (1) year of employment shall be entitled to one and one-quarter (1¼) sick leave days, with pay, for each month of employment. Unused sick leave days shall be accumulated from year to year.
- B. Employees requiring sick leave in excess of that provided for above shall be granted a leave without pay for at least one (1) year.
- C. Employees on sick leave will continue to accrue seniority.
- D. Sick leave pay shall not be used by the Board to compensate any employee injured on the job.

## LEAVE OF ABSENCE

- A. Any recognized official of the Association will be granted a leave of absence without pay for the purpose of attending to Association business outside the premises of the Board.
- B. Employees will be granted two (2) personal days with pay on July 1 following their first anniversary date. All unused personal days shall be accumulated as unused sick leave from year to year.

## JURY DUTY

An employee called for jury duty will be excused from work for the period actually in attendance in court and he/she will be paid the difference between jury duty fees received and his/her regular daily earnings for such time as he/she is required to be in attendance in court.

## FUNERAL LEAVE

Up to four (4) days at any one time in the event of death of any employee's spouse, child, son-in-law, daughter-in-law, parent, father-in-law, mother-in-law, brother, sister, brother-in-law, sister-in-law, grandmother, grandfather, stepchild, stepmother, stepfather, stepbrother, stepsister, alternative lifestyle partner, or any other member of the immediate household. One (1) funeral day will be granted for aunt, uncle, and grandparents-in-law. In the event of the death of an employee or student in the Lodi school District, the principal or immediate superior of said employee or student shall grant to an appropriate number of employees sufficient time off to attend the funeral at the discretion of the Superintendent.

The parties agree in principle that those days defined as funeral days shall be granted only on those days when school is in session.

Funeral days shall be granted on work days only, and further shall be granted as follows:

- a. Two days prior to the funeral
- b. The day of the funeral
- c. The fourth funeral days will be a floating day to be taken at the discretion of the employee, up to thirty (30) days after the funeral.

## HEALTH CARE INSURANCE PROTECTION

The Board shall provide health care and dental insurance benefits for employees and their dependents equivalent to or better than the benefits that currently exist.

The prescription drug co-pay shall remain at \$3.00 effective July 1, 2008 through June 30, 2009. Effective July 1, 2009 through June 30, 2011 the prescription drug co-pay shall be \$3.00 for generic drugs and \$10.00 for brand name drugs.

## PENSION AND ANNUITY FUNDS

The Board agrees to make available to all employees covered by this agreement, all the benefits provided for in the Teachers Pension and Annuity Fund or the Public Employees Retirement System, whichever is applicable.

## SICK LEAVE REIMBURSEMENT

Upon the retirement or death of an employee, the Lodi Board of Education shall pay said employee for all unused sick days, up to a maximum, as follows, at the then per diem rate of said employee's salary at the time of retirement, or death:

2008-2009 School Year: 175 days  
2009-2010 School Year: 140 days  
2010-2011 School Year: 140 days

Per diem is defined as 1/20 of the gross monthly salary at the then prevailing rate at the time of retirement, or death. In the event of the death of an employee, said monies shall be made payable to his/her estate.

Said monies may be paid by the Board Secretary in the month of July following the employee's retirement or death. Employees who are employed by the Lodi School District for a period of less than 120 months shall not be entitled to the above sick leave reimbursement.

## DISCHARGES AND DISCIPLINE

- A. The Board shall not discharge or discipline or suspend any employee without just cause.
- B. Before any employee is discharged, there shall be a conference held between the Association and the Board or its representatives, whenever it is practicable to do so.

## GRIEVANCE AND ARBITRATION PROCEDURE

- A. A grievance within the meaning of this agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to any matter of wages, hours, and working conditions, or any dispute between the parties involving interpretation or application of any provisions of this agreement.
- B. An aggrieved employee shall present his/her grievance, in writing, within twenty (20) days of its occurrence or such grievance will be deemed waived.
- C. In the event of such grievance, the steps hereafter set forth shall be followed:

### **Level One: Supervisor/Maintenance/Custodians**

An employee with a grievance shall first discuss it with his/her supervisor, either directly or through the Association's designated representative, with the objective of resolving the matter within twenty (20) school days of its occurrence or when knowledge of the grievance would reasonably be expected. In the event a grievance is not resolved within five (5) school days of oral presentation, the grievance shall be stated in writing and submitted to the supervisor no later than ten (10) school days from oral presentation. The written notice of grievance shall include the date(s) of the alleged grievance, a precise explanation of article(s), policy(ies) and/or administrative decision(s) claimed to be violated, misinterpreted and/or misapplied and by whom. The written explanation shall describe the adverse effect, loss or damage and the remedy sought.

### **Level Two: Board Secretary/Business Administrator**

If the aggrieved person is not satisfied with the disposition of his/her grievance at

Level One, or if no decision has been rendered, the grievance may be submitted in writing to the Board Secretary/Business Administrator within ten (10) school days of the submission of the written grievance to the supervisor. The Board Secretary/Business Administrator shall schedule a hearing within ten (10) school days of receipt of the grievance.

### **Level Three: Board**

If the aggrieved person is not satisfied with the disposition of the grievance at Level Two, or if no decision has been rendered within five (5) school days after the grievance was heard by the Secretary/Business Administrator, he/she may within five (5) school days after a decision by the Board Secretary/Business Administrator or ten (10) school days after the grievance was heard by the Board Secretary/Business Administrator, whichever is sooner, refer it to the Board. Within ten (10) school days after receiving the written grievance, the Board shall make arrangements for a meeting to hear and consider the grievance. The Board shall render a decision on the matter within twenty (20) school days after receipt of the grievance.

### **Level Four: Arbitration**

If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he/she may within twenty (20) school days after the decision by the Board request in writing that the Association submit his/her grievance to arbitration.

Within ten (10) school days after such written notice of submission to arbitration, the Board and the Association shall attempt to agree upon a mutually acceptable arbitrator and shall obtain a commitment from said arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified period, a request for a list of arbitrators may be made to the Public Employment Relations Commission by either party. The parties shall then be bound by the rules and procedures of the Public Employment Relations Commission in the selection of an arbitrator.

The arbitrator so selected shall confer with the Board and the Association and hold hearings promptly and shall issue his/her decision not later than twenty (20) days from the date of the close of hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him/her.

The arbitrator's decision shall be in writing and shall set forth his/her findings of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this agreement. The decision of the arbitrator shall be submitted to the Board and the Association and shall be binding with reference to grievances concerning the alleged misapplication, misinterpretation or violation of the agreement commencing July 1, 1995.

The cost 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 by the party whom the arbitrator ruled against. If a consent award is agreed to by the parties, costs shall be split. If the complaint is settled, costs shall be split. If the parties disagree as to whom shall pay, the arbitrator shall have authority to assess costs.

Any grievance not answered within the prescribed time limits, at the level of the Board Secretary/Business Administrator, or the Board of Education, shall be sustained.

- D. If, at any time, the aggrieved employee appeals his/her grievance before the Civil Service Commission, then, from that point in time, the grievance and arbitration procedure can no longer be utilized to adjust the subject grievance.
- E. If, in any of the foregoing Levels, either party fails to carry out the procedure involved in these Levels, the other party may take the dispute to arbitration.

F. **Rights of Custodians/Maintenance Workers to Representation**

No reprisals, restraints, interference, coercion, discrimination, intimidation of any kind shall be taken by the Board of Education by any member of the administration or by any member of the Association against any party in interest, any representative, any member of the Association, or any other participant in the grievance procedure by reason of such participation.

G. **Miscellaneous**

1. If in the judgment of the Association, a grievance affects a group or class of employees, the Association may submit such grievance in writing to the Board Secretary/Business Administrator directly and the processing of such grievance shall be commenced at Level Two. The Association may process such a grievance through all levels of the grievance procedure even though the aggrieved person does not wish to do so.
2. Decisions rendered at Levels One, Two, and Three of the grievance procedure which are unsatisfactory to the aggrieved person shall be in writing setting forth the decision and reasons and shall be transmitted promptly to all parties in interest.
3. 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.
4. All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated representatives, heretofore referred to in this Article.
5. Beyond Level Three (Board) a grievance will not be processed if it applies to the following:

- (a) In the matters which according to law are beyond the scope of Board authority.
- (b) Pending the final outcome of a grievance, the aggrieved shall continue under the direction of the Board and/or Administration.

## HOURS OF WORK

- A. The work week shall consist of eight (8) continuous hours per day for five consecutive days Monday through Friday.

The Work Schedule shall provide a paid lunch period. The lunch period shall be one-half(½) hour.

If, because of snow the schools are closed, those essential employees who are required to come to work shall remain at work for a minimum of two (2) hours for custodians, or as determined by the Business Administrator or his designee.

If maintenance men are required to stay beyond the two (2) hours on snow days for the purposes of plowing snow, said employee shall be compensated at the rate of time and a half.

Employees are required to work a minimum of 2 hours overtime to cover the absence of another custodian in the same building if a substitute custodian is not available.

The hours of work shall be as shown on the following chart:

### WORK SCHEDULE

<u>WILSON</u>	<u>HILLTOP</u>	<u>WASHINGTON</u>	<u>ROOSEVELT</u>
6:00-2:00	6:00-2:00	6:00-2:00	7:00-3:00
11:30-7:30	11:30-7:30	11:30-7:30	3:00-7:00
3:00-11:00	3:00-11:00	3:00-11:00	
<u>COLUMBUS</u>	<u>LINCOLN</u>	<u>MIDDLE SCHOOL</u>	<u>HIGH SCHOOL</u>
6:00-2:00	11:30-7:30	6:00-2:00	6:00-2:00
11:30-7:30		11:30-7:30	10:00-6:00
7:00-11:00		3:00-11:00	3:00-11:00
		3:00-11:00	3:00-11:00
			3:00-11:00
			4:00-12:00
<u>MAINTENANCE</u>	<u>GROUND</u>		
7:00-3:00	8:00-4:00 (7/1 to 3/31)		

9:00-5:00 (4/1 to 6/30)

The Lodi Board of Education shall retain the right of changing the hours of work described above providing the Board Secretary/Business Administrator deems it necessary. However, the affected employee shall be notified five (5) working days prior to said change unless there is an emergency as determined by the Secretary/Business Administrator.

## RATES OF PAY

- A. Employees will be classified in accordance with skills used and shall be paid not less than the minimum for such classifications in accordance with the Table of Job Classifications and Rates of Pay in Exhibit "A", which is attached hereto and made a part of this agreement.
- B. Any position not covered by Exhibit "A" or any positions, which may be established during the life of this agreement, shall be subject to negotiations on rate of pay between the Board and the Association.

## PREMIUM PAY

- A. All work performed in excess of eight (8) hours in a calendar day shall be paid for at one and one-half (1½) times the regular rate of pay.
- B. All work performed on Saturday or Sunday shall be paid for at one and one-half (1½) times the regular rate of pay.
- C. All work performed on an observed Holiday shall be paid for at two (2) times the regular rate of pay in addition to the holiday pay.
- D. Overtime in each school or work group shall be rotated in the order of seniority for the purpose of achieving equalization of opportunity to earn premium pay.
- E. The Board shall not require any employee to take time off to compensate for time worked in excess of eight (8) hours in a workday or forty (40) hours in a workweek.

## SPECIAL LICENSES

- A. The Board shall pay the state fee for the grant or renewal of any special licenses which the employee is required by state law to have in the performance of the duties and responsibilities covered by his/her job classification.
- B. The Board shall compensate employees to attend any instruction requirements in accordance with the pay provision of this agreement.

## HOLIDAYS

A. All employees shall receive the following holidays with pay:

New Year's Day	Labor Day
Washington's Birthday	Columbus Day
Good Friday	Veterans Day
Memorial Day	Thanksgiving Day
July Fourth	Day after Thanksgiving
Christmas Day	Christmas Eve
General Election Day	New Year's Eve
Martin Luther King, Jr.'s Birthday	

B. Holidays that fall on Saturday shall be observed the preceding Friday, providing school is not in session.

C. Holidays that fall on Sunday shall be observed the following Monday, providing school is not in session.

D. In the event a holiday(s) cannot be taken because school is in session, an equal number of substituted holidays shall be granted.

E. Effective July 1, 2008 all employees shall be granted those days during which school during which is not in session due to the N.J.E.A. convention and unused emergency school closing days as time off with pay.

F. Employees shall not be required to work in excess of four (4) hours on Fridays during the months of July and August with the exception of the last two Fridays in August, which shall be normal 8 hour work days.

G. During the months of July and August the work hours shall be from 6:00 a.m. to 4:00 p.m. The workday of all employees shall not exceed eight (8) hours. Under extenuating circumstances the Business Administrator and/or the Superintendent may revise the work schedule.

## VACATIONS

A. Commencing with the 2006-2007 school year, employees will be entitled to vacation with pay in accordance with the following Schedule:

<b><u>YEARS OF COMPLETED EMPLOYMENT</u></b>	<b><u>ENTITLEMENT WEEKS VACATION WITH PAY</u></b>
0 months to 1 year	1 day each month
1 year to 10 years	14 days
11 years to 20 years	18 days
21 years to 30 years	21 days
Over 30 years	26 days

B. In the event a holiday named in this agreement falls during an employee's vacation

period, such employee shall receive an additional day's vacation with pay.

- C. Vacation shall be selected and scheduled by May 15 of each year.
- D. Senior employees shall be given preference in the selection of vacation periods.
- E. Vacation pay will be paid on the day prior to the start of the employee's vacation period upon request of the individual employee, providing sufficient advance notice is given.
- F. Employees may not be permitted to take more than ten (10) consecutive working days vacation during the months of July and August. However, the Board Secretary/Business Administrator shall have the authority to approve or order more than ten (10) vacation days during the months of July and August.

## **LAYOFF AND RECALLS**

- A. The Board may reduce the working force by layoff only due to a permanent lack of work. In such event the following procedure shall be adopted:
  - 1. The employee with the least amount of seniority will be the first laid off, providing the remaining employees are qualified to do the work.
  - 2. Notice of such layoffs shall be given at least forty-five (45) days before the scheduled layoff.
  - 3. An employee laid off shall be placed on the recall list for life.
  - 4. The Board, upon rehiring, shall do so in the inverse order of seniority. The Board shall rehire the last employee laid off providing, however, that such employee has the qualifications for the position for which he/she is rehired. Under no circumstances shall the Board hire from the open market while employees on the recall list qualified to perform the duties of the vacant position are ready, willing and able to be re-employed.
  - 5. Any notices of re-employment to an employee who has been laid off shall be made by certified mail to the last known address of such employee.

## **SEVERANCE PAY**

An employee who is laid off shall be paid four (4) weeks' severance pay providing such employee has completed five (5) or more years.

## **UNIFORMS**

- A. Effective July 1, 2009 the Board shall reimburse employees within this bargaining unit, in amount of \$350 for the purchase of uniforms. Effective July 1, 2008 the Board shall reimburse newly hired employees within this bargaining unit, in the

amount up to \$400 for the first year of employment only for the purchase of uniforms. Thereafter those employees shall be entitled to the aforementioned \$350 reimbursement. The Board Secretary/Business Administrator shall make said payment after a completed invoice and voucher are submitted to the Board Secretary/Business Administrator. The Board Secretary/Business Administrator shall determine the color and style of the uniforms.

- B. Uniforms must be worn on every workday by all employees. Any employee who fails to wear his/her uniform shall be suspended for one (1) day without pay.

## **SAFETY**

Employees will not be required to work under unsafe or hazardous conditions. The Board will supply any safety equipment required to perform a job.

## **PICKET LINE**

It shall not be a violation of this agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary picket line, including the primary picket line of Association party to this agreement and including primary picket lines at the Board's places of business.

## **MAINTENANCE OF STANDARDS**

### **Protection of Conditions.**

The Board agrees that all conditions of employment relating to wages, hours of work, overtime differentials and general working conditions shall be maintained at not less than the highest standards in effect at the time of the signing of this agreement, and the conditions of employment shall be improved wherever specific provisions of or improvement are made elsewhere in this agreement. It is agreed that the provision of this section shall not apply to inadvertent or bona fide errors made by the Board or Association in applying the terms and conditions of this agreement if such error is corrected within ninety (90) days from the date of error. This provision does not give the Board the right to impose or continue wages, hours, and working conditions less than those contained in this agreement.

## **MANAGEMENT RIGHTS**

Except as may be otherwise provided for or modified within this agreement, it is recognized that there are certain functions, responsibilities, and rights reserved to the employer, among which are the direction and operation of the bargaining unit, the types of work to be performed, the work assignments of employees, the machinery, tools, and equipment to be used, hours of work, the right to hire, promote, transfer, discipline, or discharge employees for just cause and the making and enforcing of reasonable rules and regulations for discipline and safety of its employees.

## TERMS OF AGREEMENT

This agreement shall be effective as of July 1, 2008 and shall continue in effect until June 30, 2011. This agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated. However, in the event that a successor agreement has not been ratified by the date of expiration of this agreement, this agreement shall continue in full force and effect until a successor agreement has been completely negotiated and ratified, provided that such successor agreement shall be made retroactive to July 1, 2011.

## ANNUAL SALARY RATE CHART EXHIBIT "A"

### LODI ASSOCIATION OF CUSTODIAN AND MAINTENANCE WORKERS SALARY GUIDE

STEP	CUSTODIAL WORKER	MAINTENANCE REPAIRMAN	RECREATION MAINTENANCE
2008 - 2009 SALARY GUIDE			
1	\$ 36,783.00	\$ 40,111.00	\$ 40,111.00
2	\$ 39,494.00	\$ 42,830.00	\$ 42,830.00
3	\$ 42,203.00	\$ 45,549.00	\$ 45,549.00
4	\$ 44,912.00	\$ 48,269.00	\$ 48,269.00
5	\$ 48,199.00	\$ 51,662.00	\$ 51,662.00
6	\$ 51,985.00	\$ 55,555.00	\$ 55,555.00

#### 2009 - 2010 SALARY GUIDE

1	\$ 37,483.00	\$ 40,811.00	\$ 40,811.00
2	\$ 40,194.00	\$ 43,530.00	\$ 43,530.00
3	\$ 42,903.00	\$ 46,249.00	\$ 46,249.00
4	\$ 45,612.00	\$ 48,969.00	\$ 48,969.00
5	\$ 48,899.00	\$ 52,362.00	\$ 52,362.00
6	\$ 53,485.00	\$ 57,055.00	\$ 57,055.00

## 2010 - 2011 SALARY GUIDE

1	\$	38,183.00	\$	41,511.00	\$	41,511.00
2	\$	40,894.00	\$	44,230.00	\$	44,230.00
3	\$	43,603.00	\$	46,949.00	\$	46,949.00
4	\$	46,312.00	\$	49,669.00	\$	49,669.00
5	\$	49,599.00	\$	53,062.00	\$	53,062.00
6	\$	55,035.00	\$	58,605.00	\$	58,605.00

1. All increments are effective July 1 of any given year.
2. To convert salary to hourly rate for the purpose of computing overtime, total straight time annual salary is divided by 2,080 hours.

## LONGEVITY

Employees shall receive, in addition to their salary, the following:

\$600 for Longevity on July 1st following the employee's 10th anniversary date.

\$600 additional shall be received on July 1st following the employee's 16th year anniversary date.

\$600 additional shall be received on July 1st following the employee's 24th year anniversary date.

Any employee employed prior to January 1 of any school year shall be given full credit for one (1) year of service and for the next Salary Step for the following year.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their duly authorized representatives. All aspects of this agreement are retroactive to July 1, 2008 except those articles in the memorandum of agreement that were agreed upon subsequent to July 1, 2008 and shall include all those employed at that time.

### LODI ASSOCIATION OF CUSTODIANS AND MAINTENANCE WORKERS

### BOARD OF EDUCATION BOROUGH OF LODI

By: \_\_\_\_\_  
Richard Capuano, President

By: \_\_\_\_\_  
Dan Cody, Board President

By: \_\_\_\_\_  
Michael Accomando, Secretary

By: \_\_\_\_\_  
Joseph Capizzi, Secretary/Business Adm.

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_