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ORIGINAL

November 19, 1994

# 1993-96 Custodial Contract

This Agreement, made this \_\_\_\_ day of \_\_\_\_ 1994 by and between the Board of Education of Lakeland Regional High School District, in the County of Passaic, a school district of the State of New Jersey, hereinafter referred to as the "Board", and

The Lakeland Custodial Association, hereinafter called the "Custodial Association".

## Article I RECOGNITION

The Board recognizes the Custodial Association as the sole representative for all full time custodial, utility, groundskeeper and maintenance personnel.

## Article II Notice to Parties

All notification or communications by and between the parties shall be as below:

If by the Association to the Board:

Superintendent of Schools  
Lakeland Regional High School  
205 Conklintown Road  
Wanaque, NJ 07465-2198

If by the Board to the Association:

Association President  
School Building Address or Home Address

The Association shall be required to notify the Superintendent of Schools of the home and school address of the Association President within five (5) calendar days of the date of taking office.

The use of masculine or feminine gender in this Agreement shall be construed as including both genders and not as sex limitations.

## Article III Negotiations

The parties hereto agree to begin the subsequent negotiations (upon the acceptance of the 1992-96 contract by both parties) as per the provisions of Chapter 303, NJ Public Laws of 1968.

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### ARTICLE IV GRIEVANCE PROCEDURES

#### Definition:

A "grievance" shall mean a complaint by an employee of the Public School System or the Custodial Association that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation, misapplication, or inequitable application of the contract, an administrative decision, including disciplinary determination, and/or an established policy governing employees.

The Board hereby declares as a statement of policy that any employee of the Board invoking the Grievance Procedure herein set forth shall be free from any prejudicial or punitive action by reason of invoking such procedure or by reason of Association activities.

A Grievance to be considered under this procedure must be initiated by the employee or Custodial Association within twenty (20) working days of its occurrence, assuming the employee or Custodial Association could reasonably be expected to do so.

#### Procedure

##### Level One - Working Facilities Supervisor (WFS)

Any employee who has a grievance shall set forth his grievance in writing to the Working Facilities Supervisor specifying:

- (a) The nature of the grievance including what contract provisions, Board policy, or administrative decision is being grieved and what remedy is being sought.
- (b) The nature and extent of the injury, loss, or inconvenience.

The Working Facilities Supervisor shall communicate his decision to the employee in writing within five (5) school days of receipt of the written grievance.

##### Level Two - Business Administrator/Board Secretary

The employee may appeal the Working Facilities Supervisor decision to the Business Administrator/Board Secretary within five (5) working days. The appeal to the Business Administrator/Board Secretary must be made in writing reciting the matter submitted to the Working Facilities Supervisor as specified above. The Business Administrator/Board



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Secretary shall attempt to resolve the matter as quickly as possible but within a period not to exceed five (5) working days. The Business Administrator/Board Secretary shall communicate his decision in writing to the employee.

### Level Three - Superintendent

The employee may appeal the Business Administrator/Board Secretary's decision to the Superintendent of Schools within five (5) working days. The appeal to the Superintendent must be made in writing reciting the matter submitted to the Business Administrator/Board Secretary as specified above. The Superintendent shall attempt to resolve the matter as quickly as possible but within a period not to exceed ten (10) working days, the Superintendent shall communicate his decision in writing to the employee.

### Level Four - Board of Education

If the grievance is not resolved to the employee's satisfaction, he may request a review by the Board of Education within ten (10) working days. The request shall be submitted in writing through the Superintendent of Schools who shall attach all related papers and forward the request to the Board of Education. The Board, or committee thereof, shall review the grievance and shall hold a hearing with the employee within twenty (20) working days of receipt of the grievance by the Board. The Board shall render a decision in writing within twenty (20) working days of the date of the conclusion of the hearing with the employee.

### Level Five - Arbitrator

If the employee is dissatisfied with the decision of the Board of Education, the employee or the Custodial Association may request the appointment of an arbitrator, such request to be made known to the Superintendent no later than twenty (20) working days after the decision, in writing of the Board of Education was made known. Nothing in this Agreement shall prevent the Board and the Custodial Association from requesting arbitration on items which are in consonant with the definition of grievance. The following procedure will be used to secure the services of an arbitrator:

- (a) A request will be made to P.E.R.C. to submit a roster of persons qualified to function as an arbitrator in the dispute in question.
- (b) If the parties are unable to determine a mutually satisfactory arbitrator from submitted list, they will request that P.E.R.C. submit a second roster of names.
- (c) If the parties are unable to determine within ten (10) working days of the initial



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request for arbitration a mutually satisfactory arbitrator from the second submitted list, P.E.R.C. shall be requested by either party, to designate an arbitrator. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to, nor subtract anything from the Agreement between the parties or any policy of the Board of Education. The recommendations of the arbitrator shall only be advisory. Only the Board and the aggrieved and his representative shall be given copies of the arbitrator's report of findings and recommendations. This shall be accomplished within twenty (20) working days of the completion of the hearings.

### Costs

The cost for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel and subsistence expenses, will be borne equally by the Board of Education and the Custodial Association. Any other expenses incurred shall be paid by the party incurring them.

### Article V TEMPORARY LEAVES OF ABSENCE

Employees shall be entitled to the following leaves of absence with full pay for each school year. Leaves taken pursuant to this Article shall be in addition to any sick leave to which an employee is entitled under the law.

#### A. Personal Days

The Board grants to its employees three (3) personal days per year to take care of personal, legal, or business matters. No personal leave days may be taken during graduation week unless approved by the Superintendent. Unused personal days shall accrue as sick days..

The Custodial Association agrees to educate its members concerning the purpose and importance of the use of personal days, guarding carefully their correct use.

A personal day may not be used for any of the following:

1. An extension of a vacation period
2. Applying for another position
3. Illness of a member of the custodial staff or members of the household.
4. Immediately before or after a holiday
5. No personal days shall be taken without the signature of the person involved.



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A written statement must be presented to the Board Secretary at least three (3) working days prior to the absence. In cases of emergency, not covered by other provisions, a phone call should be made to the Board Secretary or his designee prior to the absence.

No personal day shall be granted to a member when it becomes officially known that the member of the custodial staff intends to terminate his or her employment with the Board.

### B. Death in the Immediate Family

Up to five (5) days at any one time in the event of death of an employee's spouse, child, children-in-law, parent, parent-in-law, sister, brother, sister or brother-in-law, or any other member of the immediate household.

### C. Death Outside the Immediate Family

1. One (1) day at any one time in the event of death of a relative. If death occurs at a distance, extended time for traveling may be granted by the Superintendent with pay, less the established rate of substitute.
2. In the event of the death of a teacher, employee or student in the school district, a representative number of employees, such number to be at the Superintendent's discretion, in consultation with the Building Principal, shall be granted time off to attend the funeral.

### D. Illness or Emergency in the Immediate Family (As defined in B. of this Article)

The employee shall be granted three (3) days' absence during any given school year without loss of pay. In addition, the school employee may claim two (2) additional days at the rate of salary less the established rate of substitute pay, during any school year for the same purpose. In no case will salary allowance for absence due to illness in the immediate family be granted beyond five (5) working days during any school year. Application of this clause shall be made to the Board Secretary.

### E. Sick Leave

1. Sick leave is defined to mean the absence from a custodian's post of duty because of personal disability due to illness or injury or because a custodian has been excluded from school by the school district's medical authorities on account of a contagious disease or of being quarantined for such a disease in the custodian's household. Custodians shall be allowed sick leave with full pay for twelve (12) days in any one



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year.

2. If any member, during any year, requires less than the specified number of sick days with pay allowed, all days of such sick leave not utilized during such year shall be accumulated and used for additional sick leave as and when required in subsequent years. Each member shall be notified prior to the first day of each school year the total number of sick days accumulated up to and including the last preceding year. Sick leave shall be deducted on a half-day basis. A half day shall be defined as (4) hours. Absence for other than sick leave shall not be deducted from the twelve (12) days allowed personal illness.
3. Each custodian shall be paid \$20.00 per day for unused sick days to a maximum of 125 days only after he or she has qualified and filed for service, early or veteran retirement under the Public Employees Retirement System.
4. If a custodian must leave early because of illness he/she shall be paid for time worked on that day. Reimbursement shall be made to the nearest quarter hour.
5. When sick leave entitlement is used up, employee must advise the Board of: (a) Request to use vacation time, or (b) Request to be placed on an unpaid leave of absence.

### ARTICLE VI EXTENDED LEAVES OF ABSENCE

#### A. Military

Any employee who is inducted or enlists in any branch of the armed forces of the United States shall be granted a leave of absence, without pay, for a period of military service.

#### B. Child Care (Maternity-Paternity)

Leave for employees under this section shall be in compliance with the Family Leave Act S-2035 C.261-1989, with the following additions:

1. A female employee shall notify the Superintendent of her pregnancy, in writing, accompanied by her physician's note stating expected date of delivery, at least twelve (12) weeks prior to the requested commencement date of the leave unless a shorter period of time for such notice is made necessary by the medical condition of the employee.

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2. Child Care Leave shall commence on a date mutually acceptable to the employee and the Board, with exact dates of leave to be arranged, if possible, with the least disruption to the operation of the school system.
  - a. The Board need not grant or extend the leave of absence of any nontenured employee beyond the end of the contract school year in which the leave obtained unless the Board, in its own discretion, agrees to an extension of said leave.
  - b. The grant of Child Care Leave to a nontenured employee shall under no circumstances be deemed to be an offer of employment within the meaning of N.J.S.A. 18A:27-10 for any school year or portion of a school year in which such leave is granted.
  - c. If an employee wishes to return to work after the close of the school year, she may do so at the beginning of the first July 1st following the date she left provided she gives the Board notice in writing on or before March 1st of the year she intends to return.
3. No employee shall be removed from her duties during pregnancy solely because she is pregnant. She may be removed based upon one of the following conditions:
  - a. Her performance has substantially declined from the accepted standard of performance established for the employees in which such person is employed.
  - b. The employee is found to be medically unable to continue working by her own physician and the Board's physician, or where these physicians disagree, by a third physician jointly selected by the Board's and the employee's physician whose opinion on medical capacity shall be final and binding.
  - c. Any other grounds for which a nonpregnant employee may be removed.
4. An employee adopting a child shall receive similar leave which shall commence upon receiving de facto custody or earlier if necessary to fulfill the requirements for adoption.

### C. Illness in the Immediate Family

Immediate family is contained in Article V,B.

A leave under this section shall be in compliance with the Family Leave Act, S-2035 C.261-



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1989 with the following addition:

A leave of absence without pay up to one year may be granted for the purpose of caring for a member of the employee's immediate family.

### D. Good Cause

Other leaves of absence up to one year without pay may be granted by the Board for good reason such as, but not limited to, appointment or election to serve in a full-time position of State or National professional or governmental organization or agency, career or life-time evaluation, temporary reassignments of employee's spouse, with the following restrictions:

- a. To be eligible an employee must have seven (7) years of service in the district.
- b. The leave must be taken from July 1 - June 30 of a given school year.
- c. Only one person per year will be granted a leave under this section on a first come-first serve basis.
- d. The leave is subject to the approval of the Superintendent of Schools.

### E. Return from Leave

1. Employees on extended leaves of absence shall notify the Administration before March 1st of his/her desire to return effective July 1st.

## Article VII WORK HOURS

### A. All full-time employees shall:

1. Work a forty (40) hour week.
2. Work eight (8) hours per day excluding one-half (1/2) hour for lunch or dinner.
3. Receive two (2) fifteen minute breaks per eight (8) hour work day.
4. Receive Time and One Half (1-1/2) for all hours worked over eight (8) hours in one day or over forty (40) hours in any one week.



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5. Receive a minimum of two (2) hours at the overtime rate of pay when called to return to work outside of his regular scheduled work day.
6. For the purpose of determining the work week (40 hours), the following shall count as regular work hours:
  1. Paid sick days (8 hours).
  2. Vacation days (8 hours).
  3. Personal days (8 hours).
  4. Holidays (8 hours).
  5. Other approved paid leaves (8 hours).
7. All employees may be called in to work the day shift on days school is closed and that students and teachers are not required to report for the following reasons:
  1. Emergency School Closings due to snow storms, other weather conditions, boiler failure, etc.
  2. School Holidays as noted on the School Calendar adopted by the Board of Education.
8. Emergency call in, other than regular shifts. The employee shall receive a maximum of one-half hour travel pay.

### ARTICLE VIII VACATIONS

1. Members shall be entitled to a vacation of two (2) weeks per year during the first five (5) years of service. Thereafter, a custodian who is employed for five (5) consecutive years shall be entitled to a vacation of three (3) weeks per year. On the fifth (5th) anniversary date, a custodian is eligible for three (3) weeks vacation in that contract year. Thereafter, a custodian who is employed for twelve (12) years shall be entitled to a vacation of four (4) weeks per year. On the twelfth anniversary date, a custodian is eligible for four (4) weeks vacation in that contract year.



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2. Custodians entitled to a vacation who wish to take it during times other than during the summer recess may request vacation at any time during the school year so long as it does not interfere with the operation of the school. Posting for summer vacations and vacation requests shall be done by April 1st. Vacations shall be granted on a seniority basis where conflicts exist. After April 15th, there shall be no change in the vacation schedule. The vacation schedule shall be approved by the Superintendent of Schools or his designee.
3. Upon the death or termination of an employee, any accrued vacation days shall be paid in his/her final paycheck.
4. No vacation days shall be taken without the signature of the person involved.

### Article IX INSURANCE PROTECTION

1. Each member of the custodial staff shall receive the following medical insurance, payment to be paid by the Board:
  - A. The current NJ State Health Benefits Program plans not to exceed the traditional plan's family coverage premium.
  - B. Group dental insurance administered by the Grinspec Pool, CIGNA policy #0556336-01-684 for the employee only. An alternate plan, administered by the CIGNA Dental Health of NJ, Inc. is available with the employee only paid for by the Board and dependent benefits paid by the employee.
  - C. The previous Prescription Benefits shall discontinue at the end of the month that this contract is formally accepted.

### Article X UNIFORMS

1. Members of the custodial staff shall receive four (4) uniforms a year and (1) jacket every other year.
2. Each member shall receive, if required to work outdoors one (1) outdoor clothing allowance every other year, and will be reimbursed by the Board for up to \$200.00 per person.
3. Each member of the custodial staff will be allotted \$100.00 per year toward the purchase of work shoes, (upon completion of his probationary period.)



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4. Custodians will be suitably attired in uniform work clothes at the starting hour of each respective shift.
5. Before September 1 of each year, a local supplier of custodial uniforms and jackets shall be selected by the Board. Each custodian shall personally be fitted by this supplier for his annual supply of uniforms.

### Article XI SALARIES

1. 1993-94 Through 1995-96 School Year Salary Guide:

POSITION	STEP	93-94	94-95	95-96
CUSTODIANS	1	\$18,000		
	2	\$19,065	\$20,065	\$21,385
	3	\$20,065	\$21,065	\$22,385
	4	\$22,000	\$23,000	\$24,320
	5	\$26,065	\$27,065	\$27,065
	6	\$27,065	\$28,225	\$29,575
UTILITY PERSON	1	\$20,000		
	2	\$21,500	\$22,500	\$23,820
	3	\$23,000	\$24,000	\$25,320
	4	\$24,500	\$25,500	\$26,820
	5	\$26,565	\$27,500	\$28,820
	6	\$27,280	\$28,500	\$29,820

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POSITION	STEP	93-94	94-95	95-96
GROUNDSKEEPER	1	\$20,000		
	2	\$21,000	\$22,000	\$23,320
	3	\$22,000	\$23,000	\$24,320
	4	\$23,500	\$24,500	\$25,820
	5	\$26,500	\$27,500	\$28,820
	6	\$27,215	\$28,700	\$30,020
MAINTENANCE	1	\$28,500		
	2	\$30,000	\$31,000	\$32,320
	3	\$31,000	\$32,000	\$33,320
	4	\$32,000	\$33,200	\$34,520
	5	\$33,065	\$34,200	\$35,520
	6	\$33,780	\$34,900	\$36,220

- A. Salaries for all full-time employees shall be set forth on the above Salary Guide.
- B. Increments are not automatically granted. A satisfactory rating upon evaluation by the Working Facilities Supervisor each year is essential for an increase to be granted. Withholding of an increment will be done in accordance with the statutes.
- C. An employee who does not hold a Fireman's Low-Pressure Boilers License (Black Seal) shall start at \$400.00 less than the appropriate step on the Custodial Salary Guide in existence.

Upon successful completion of obtaining a Fireman's Low-Pressure Boilers license (Black Seal), a revised employment contract will be issued at the appropriate step of the applicable Salary Guide from the date of issuance of the license.

- D. An Employee hired before January 1 will be entitled to move to the next step on guide in accordance with Item B above. An Employee hired after January 1 will repeat the step on guide.





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E. A Custodian who has been appointed by the Board of Education to serve on the Asbestos Emergency Response Team (AERT) will receive an annual stipend of \$400 and be entitled to additional compensation at the rate of 1/240 of their annual salary for each day the AERT is activated up to a maximum of \$600 per year.

F. Shift Schedules:

The first shift shall start between 6:00 A.M. and 9:00 A.M. and shall be finished by 5:30 P.M.

The second shift shall start between 1:00 P.M. and 3:00 P.M. and shall be finished by 11:30 P.M. There shall be a 5% pay differential for the second shift employees.

Work started or done between 11:30 P.M. and 6:00 A.M. shall be compensated with a 10% differential.


### Work Schedules

All work schedules shall be set weekly. Changes during the work week shall only be made on an emergency basis. Employees will be notified ten (10) working days prior to an upcoming time or shift change when possible.

G. The Board agrees to compensate employees who have completed the following years of service in the School System at the indicated annual stipend:

10 years	\$250
15 years	\$500
20 years	\$750

Such service shall be completed prior to July 1 for twelve-month employees and prior to September 1 for ten-month employees.

H.  Employees covered by this contract shall be paid on a twice monthly schedule that shall coincide with all other employees of the district.

I. All employees paychecks will be distributed in a sealed envelope.

### Article XII HOLIDAYS

1. Custodians will have the following paid holidays when school is closed on said days:

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- A. New Year's Day
  - B. President's Day
  - C. Good Friday
  - D. Memorial Day
  - E. Fourth of July
  - F. Labor Day
  - G. Columbus Day
  - H. Two Days for NJEA Teacher's Convention
  - I. Thanksgiving Day
  - J. Day after Thanksgiving Day
  - K. Day Before Christmas Day
  - L. Christmas Day
  - M. New Years Eve Day
2. Holidays must be taken on the day designated by the school calendar. If a holiday falls on a Saturday, it shall be given on the preceding Friday. If a holiday falls on a Sunday, it shall be given on the following Monday.
3. When a custodian is required or requested to work on a holiday, he will be paid a holiday entitlement pay, plus time and one half for the actual hours worked.
4. Effective 1994-95 school year only. The make up holiday for the 1 (one) day owed for H. above shall be February 13, 1995.

### Article XIII MISCELLANEOUS PROVISIONS

1. In the case where it is necessary to place a written letter of censure in a custodian's personnel file, the custodian shall have the right to see a copy of said letter and to sign the same, before it is placed on file. After two (2) consecutive years of satisfactory performance, the personnel file of the custodian shall be cleared of all letters of censure. This does not include the annual employees evaluations.
2. In matters which could affect the continuation of employment or salary, the members of the custodial staff should be advised of the right to representation when the individual is asked to appear before the Superintendent or the Board.
3. A general job description for custodians, utility persons, and groundskeeper is part of the Board Policy manual and a copy of the same will be given to each member.



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4. Availability of promotions shall be posted with the custodians. The Board or designee shall give the Association President a copy of any job vacancy prior to posting it.
5. The Board shall pay the costs of courses for black seal and boiler licenses.
6. When serving on jury duty, custodians will return to Lakeland Regional High School any pay issued by the respective jury commissions and shall be continued on the payroll.
7. **New Employee**

New employees shall serve a probationary period of ninety (90) days before a contract is issued. The services of new employees may be terminated upon one week's notification by either the employer or the employee. Probationary employees will not be eligible for paid vacation days, sick days, and temporary leave, during the 90-day probationary period. After satisfactory completion of the probationary period the employee's date of his employment shall be the first day of probationary period.

8. **Conditional Employee**

Any new employees must obtain a Fireman's Low-Pressure Boilers License (Black Seal) within nine (9) months of employment or the implementation date of this contract. Extensions may be granted by the Superintendent of Schools upon recommendation by the School Business Administrator/Board Secretary.

9. **Annual Contract: Effective for employees hired after July 1, 1993.**

- a. After the probationary period and obtaining a Fireman's Low-Pressure Boilers License (Black Seal), employees will be offered a yearly contract which expires on June 30 of each year. New contracts are issued for the year beginning July 1 and ending June 30.
- b. Notification of Status shall be given on or before May 31 of each year. The Board shall give to each employee either:



- (1) A written offer of a contract for employment or,
  - (2) A written notice that such employment shall not be offered.
- c. Any employee who receives a notice of non-employment may, within ten (10) days thereafter, request from the School Business Administrator/Board Secretary a written statement of reasons for the discharge. Such statement of reasons shall be delivered



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by the School Business Administrator/Board Secretary to the employee within ten (10) days of the filing of the request. The employee, within ten (10) days may appeal the decision of the School Business Administrator/Board Secretary to the Superintendent of Schools. The Superintendent of Schools will render a decision on the appeal within ten (10) days. The decision of the Superintendent of Schools will be final.

### 10. Physical Examinations

All employees are required to successfully pass a physical examination prior to being issued an annual contract. The Board of Education will pay the cost of the physical when employee goes to Board approved physician. Employees may go to their own physician at their own expense.

11. Safety and efficiency meetings shall be held twice yearly with the Board Secretary, Head Custodian, Working Facilities Supervisor, and the custodial staff for the purpose of promoting safety and efficiency in the work area.

12. In case of a bomb threat and the building is evacuated, the custodians shall leave the building and report to an area specified by the Board Secretary or Supervisor.

OLD Building:        Loading Dock  
NEW Building:        Board Office Entrance

13. All members with a black seal license shall receive a stipend of \$150, January 15th of each year. Stipend will be prorated if attained in the current year.

14. The Association President or designee shall have three (3) days per year for union business without loss of pay. Four (4) union meetings per year will be allowed on work time. Said meetings shall not exceed 45 minutes each.

A three (3) day written notice must be given to the Superintendent for approval.

15. If a total unit is to be terminated of employment the Board will give a thirty (30) day notice to each employee.

### Article XIV REPRESENTATION FEE

#### A. Purpose of Fee



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If a full time employee as defined in Article I does not become a member of the Lakeland Custodial Association during any membership year (i.e., from July 1 to the following June 30) which is covered in whole or in part by this Agreement, said employee will be required to pay prospectively a representation fee to the Lakeland Custodial 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 Lakeland Custodial Association as majority representatives.

### B. Notification and Amount of Fee

Prior to the beginning of each membership year, the Lakeland Custodial Association will notify the Board in writing of the amount of the regular membership dues, initiation fees and assessments charged by the Lakeland Custodial Association to its own members for that membership year. The representation fee to be paid by non-members must be calculated annually by the majority representative. Subject to appeal by the employee to a tripartite State Board. The Board requires that no representation fee deduction be made until the majority representative first establishes a demand and return system and provides evidence of said demand and return system to the Board and all non-union members.

### C. Fee Deduction and Transmission

The Board will deduct the representation fee in equal installments, as nearly as possible, from the paychecks paid to each employee on the aforesaid list during the remainder of the membership year in question.

1. The deduction of representation fees and the transmission of such fees to the Lakeland Custodial Association will be the same process as those used for the deduction and transmission of regular membership dues to the Lakeland Custodial Association.

2. **Changes**

The Association will notify the Board in writing of any changes in the list provided for in Paragraph (a) above and/or the amount of the representation fee.

3. **New Employees**

On or about the last day of each month, beginning with the month this agreement becomes effective, the Board will submit to the Association, a list of all employees who began their employment in a bargaining unit position as defined in Article I during the preceding thirty (30) day period. The list will include names, job titles, and dates of employment for all such employees.





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D. The Lakeland Custodial 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 representation fee provision.

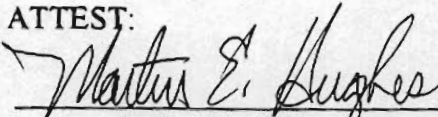
## Article XV TERM OF AGREEMENT

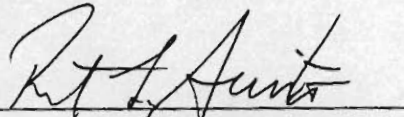
This agreement shall be effective for the period of July 1, 1992 to June 30, 1996.

In witness whereof, the parties to this agreement have hereunto set their hands and seals the day and year first above written.

### LAKELAND REGIONAL HIGH SCHOOL DISTRICT BOARD OF EDUCATION

ATTEST:

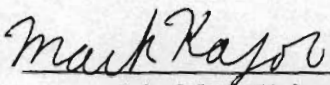
  
\_\_\_\_\_  
Martin E. Hughes  
Board Secretary/School  
Administrator

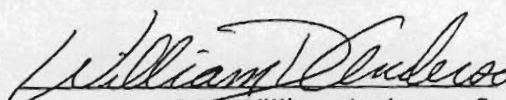
  
\_\_\_\_\_  
Mr. Robert Scinto  
School Board President

Date 12/13/94

### LAKELAND CUSTODIAL ASSOCIATION

ATTEST:

  
\_\_\_\_\_  
Mr. Mark Kajor  
Secretary

  
\_\_\_\_\_  
Mr. William Anderson Sr.  
President

12/13/94  
Date

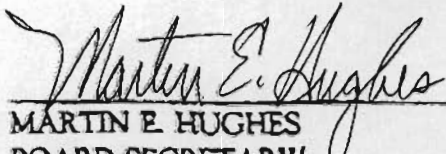


SIDE-BAR AGREEMENT BETWEEN THE  
BOARD OF EDUCATION OF LAKELAND  
REGIONAL HIGH SCHOOL DISTRICT AND  
THE LAKELAND CUSTODIAL  
ASSOCIATION

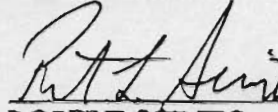
The Board of Education of the Lakeland Regional High School District ("Board") and  
the Lakeland Custodial Association ("Association") hereby agree as follows:

The language in Article XIII - Miscellaneous, Section 9, of the  
1993-1996 Agreement between the Board and the Association is  
not intended to vary or affect the Board's position on the issue of  
the tenure status of William Van Dunk or Thomas Sanders, which  
is currently in litigation. Said provision is intended solely to  
govern new employees hired on or after July 1, 1993.

LAKELAND REGIONAL HIGH SCHOOL  
DISTRICT BOARD OF EDUCATION

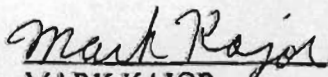
  
MARTIN E. HUGHES  
BOARD SECRETARY/  
SCHOOL BUSINESS ADMINISTRATOR

DATE: 12/13/94

  
ROBERT SCINTO  
BOARD PRESIDENT

DATE: 12/13/94

LAKELAND CUSTODIAL ASSOCIATION

  
MARK KAJOR  
SECRETARY

DATED: 12/13/94

  
WILLIAM ANDERSON, SR.  
PRESIDENT

DATED: 12/13/94