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A G R E E M E N T

between the

BOARD OF EDUCATION

of

EAST WINDSOR REGIONAL SCHOOL DISTRICT

and the

EAST WINDSOR REGIONAL MAINTENANCE ASSOCIATION

JULY 1, 1974 to JUNE 30, 1977

THIS THREE YEAR AGREEMENT, entered into this 20<sup>th</sup> day of MARCH by and between the BOARD OF EDUCATION OF EAST WINDSOR REGIONAL SCHOOL DISTRICT, Hightstown, New Jersey, hereinafter called "BOARD", and the EAST WINDSOR REGIONAL MAINTENANCE ASSOCIATION, hereinafter called "ASSOCIATION".

WITNESSETH:

WHEREAS, the BOARD is required by law to negotiate with the ASSOCIATION on the terms and conditions of employment, and,

WHEREAS, the parties hereto, through negotiation in good faith, have reached agreement on all such matters and desire to reduce their agreement in writing.

IT IS HEREBY AGREED by and between the parties hereto that:

ARTICLE I - RECOGNITION

The Board hereby recognizes the Association, for the years 1974 - 77 as the majority representative for collective negotiation, as defined in the New Jersey Public Employer-Employee Relations Act, Chapter 303, Laws of 1968, concerning the terms and conditions of employment for all personnel under contract as listed below:

M A I N T E N A N C E

It is further agreed that this recognition is not to set a precedent for future negotiations and is subject to decision by P.E.R.C.

- a. The term "employee" when used hereinafter in the Agreement shall refer to all employees represented by the name of the employee organization in the bargaining or negotiating unit as above defined.
- b. The term "Board" shall include its members and agents. The Board agrees not to negotiate with any organization other than that designated as the representative pursuant to Chapter 303, Laws of 1968, but will reserve the right to meet with employee organizations.

## ARTICLE II - BOARD RESPONSIBILITY

The Board and the Maintenance Association recognize that the Board is the legally constituted body responsible for the determination of policies covering all aspects of the East Windsor Regional School District. The Board recognizes that it must operate in accordance with all statutory provisions of the State of New Jersey, and such other rules and regulations as are promulgated by the Department of Education in accordance with such statutes. The Board cannot, under law, reduce, negotiate or delegate its legal responsibilities.

## ARTICLE III - ASSOCIATION RIGHTS AND PRIVILEGES

The rights and privileges of the Association and its representatives as set forth in this Agreement, shall be granted only to the Association as the exclusive representative of the employee members, and to no other employee organization representing any portion of the Unit.

## ARTICLE IV - NEGOTIATION PROCEDURES

The parties agree to enter collective negotiations no later than September 1, 1976, in accordance with Chapter 303, Public Laws of New Jersey, 1968, in a good-faith effort to reach a successor agreement. Any Agreement so negotiated, shall apply to all employees of this Unit, be reduced to writing and be signed by the Board and the Association.

Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party.

## ARTICLE V - GRIEVANCE PROCEDURE

Definition - A "GRIEVANCE" shall mean a complaint by an employee of the public school system that there has been to him a personal loss, injury or inconvenience because of a violation, misinterpretation or inequitable application of policies, agreements and administrative decisions governing employees except that the term "GRIEVANCE" shall not apply to (a) any matter for which a method of review is prescribed by New Jersey State School Law, or (b) any rule or regulation of the State Commissioner of Education or (c) any by-law of the Board, or (d) any matter which according to law is either beyond the scope of Board authority or limited to unilateral action by the Board alone, or (e) a complaint of an employee of less than three years and one day which arises by reason of his not being reemployed. A grievance to be considered under this procedure must be initiated by the employee within thirty (30) working days of its occurrence.

Purpose - The purpose of this procedure is to accrue, at the lowest possible administrative level, equitable solutions to the problems which may, from time to time, arise effecting the terms and conditions of employment.

Procedure -

1. Level one -

- (a) Any employee who has a grievance shall discuss it first with his immediate superior in an attempt to resolve the matter informally at that level.
- (b) If, as a result of this discussion, the matter is not resolved to the satisfaction of the employee within five (5) working days, he shall set forth his complaint in writing to his immediate superior. The immediate superior shall communicate his decision to the employee in writing within three (3) working days of receipt of the written complaint.

2. Level two -

The employee may appeal the immediate superior's decision to the Superintendent of Schools. The appeal to the Superintendent must be made in writing and must set forth the grounds upon which the grievance is based. The Superintendent shall request a report on the grievance from the immediate superior, shall confer with the concerned parties and, upon request, with the employee or immediate superior separately. He shall attempt to resolve the problem but within a period not to exceed ten (10) working days. The Superintendent shall communicate his decision in writing, along with supporting reasons, to the employee and the immediate superior.

3. Level three -

If the grievance is not solved to the employee's satisfaction, he may request a review by the Board. 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, a Committee, if requested, and render a decision in writing within thirty (30) calendar days.

4. Level four -

If the aggrieved person is not satisfied with the disposition of his grievance at Level 3 or if no decision has been rendered within thirty (30) working days after the grievance was delivered to the Board of Education, he may, within five (5) working days after a decision by the Board of Education or thirty (30) working days after the grievance was delivered to the Board of Education,

whichever is sooner, request in writing that the Association submit its grievance to an advisory committee composed of two (2) members selected from the East Windsor School District, (one (1) selected by the Association and one (1) by the Board of Education) (not employed by the East Windsor Board of Education). The two (2) members shall select a third party to review and hear the grievance by conferring with representatives of the Board and Association and hold hearings promptly and shall issue a recommendation to the Board of Education not later than twenty (20) days after the close of the hearings. The Board of Education, as a whole shall review the recommendation(s) and render a decision in writing within fifteen (15) calendar days.

#### ARTICLE VI - PERSONAL FREEDOM

The personal life of an employee shall not affect his employment status except as it may affect his performance or suitability for continued employment.

#### ARTICLE VII - REDUCTION IN RANK

No employee shall be reduced in rank or salary contrary to the terms of this Agreement, except that this provision shall not be construed to limit the employer from reducing the number of positions presently in existence. Any such reduction shall be subject to the grievance procedure.

#### ARTICLE VIII - VACANCIES

To be announced in accordance with current policies.

#### ARTICLE IX - INSURANCE PROTECTION

1. INJURY INSURANCE - The Board agrees to maintain, at Board expense, insurance coverage of all employees for all injuries occurring in the performance of their duties and which are promptly reported to the employee's immediate superior.
2. HEALTH INSURANCE - The Board agrees to maintain, at Board expense group health insurance coverages for all employees, who regularly work four (4) hours or more per day, and full dependent coverage at Board expense: a hospitalization plan, a medical plan, an extended benefit plan usually referred to as "Rider J" type coverage, and a major medical plan.

3. LIABILITY INSURANCE - The Board maintains, at Board expense, a liability policy which affords personal liability and legal expense protection for the employee up to \$100,000. per year per employee (to a maximum for all employees of \$1,000,000. per year) as regards actions of the employee in the course of his/her work.
4. PRESCRIPTION PLAN - The Board shall maintain, at Board expense, during the second and third years of this contract, 1975-76, 1976-77, a 100% prescription plan, Hospital Service Plan of New Jersey, for all employees represented by this Association and their dependents.
5. N.J. DENTAL SERVICE PLAN - The Board shall maintain, at Board expense, during the third year of this contract (1976-77) an extended dental coverage, \$25.00 deductible, known as the N.J. Dental Service Plan for all employees represented by this Association and their dependents.

#### ARTICLE X - LEAVES OF ABSENCE

1. PERSONAL ILLNESS DAYS - The Board agrees to provide the employees with fourteen (14) days per year at full pay for personal illness if employed twelve months of the year; and twelve (12) days per year at full pay for personal illness if employed ten months of the year. Unused days may be accumulated for use in subsequent years.

The Board further agrees that, after all such personal illness days as indicated in the preceding paragraphs are exhausted, an additional fourteen (14) days per year shall be provided at the employee's rate of pay less substitute pay; but in no case less than half pay for the employee.

All such personal days shall be governed by State law, and the employee shall provide a doctor's certificate for illnesses exceeding three (3) consecutive days.

2. ILLNESS-IN-THE-IMMEDIATE-FAMILY DAYS - The Board agrees to provide the employees with three (3) days per year at full pay for illness in the immediate family (father, mother, husband, wife, brother, sister, child, mother-in-law, and father-in-law).

The Board further agrees that, after all such inless-in-the-immediate-family days as indicated in the preceding paragraph are exhausted, an additional seven (?) days per year shall be provided at the employee's rate of pay less substitute pay.

An absence because of an illness in the immediate family which exceeds ten (10) days per year may be granted by the Superintendent at full deduction in pay.

3. DEATH-IN-THE-FAMILY-DAYS - The Board agrees to provide the employee with five (5) days per event at full pay for death in the immediate family. After all such death-in-the-immediate-family days are exhausted, the Board agrees that additional days may be granted by the Superintendent at full deduction in pay.
4. DEATH-IN-OTHER-THAN-THE-IMMEDIATE-FAMILY-DAY - The Board agrees to provide the employees with one (1) day per event at full pay for death in other than the immediate family (grandparents, uncles, aunts, cousins, nieces, nephews, brother-in-law, and sister-in-law). After the death-in-other-than-the-immediate-family day is exhausted, the Board agrees that additional days may be granted by the Superintendent at full deduction in pay.
5. MARRIAGE DAYS - The Board agrees to provide employees with three (3) days per year at full pay for marriage. After such marriage days are exhausted, the Board agrees that additional days may be granted by the Superintendent at full deduction in pay.
6. DAYS FOR JURY DUTY OR SUBPOENA BY COURT - The Board agrees to provide an employee full pay for each day that the employee's presence in court is required by subpoena. The Board further agrees to provide an employee full pay for each full day that the employee is required to be in court for jury duty.
7. DAYS FOR OTHER REASONS - The Board agrees to provide four (4) days leave of absence with pay for employees for religious, legal, business, household, or family matters which require absence from work during working hours upon prior approval (2 days except in cases of emergency) of the Superintendent, except that a full deduction will be made for absence on the day before or after a vacation or holiday period.

ARTICLE XI

1. VACATION DAYS - The Board agrees to provide 12 month employees who regularly work more than four (4) hours per day, vacation days on the following schedule:

Less than one (1) year of employment as of June 30.	1 day per month prior to July, to a maximum of 10 days
1 year through 5 years as of June 30.	Ten (10) days per year
6 years through 12 years as of June 30.	Fifteen (15) days per year
13 years and over.	Twenty (20) days per year

If an employee terminates employment before the end of his/her contract year, the employee shall be paid their accumulated vacation time.

Vacation time may be taken anytime during the year with the approval of the Supervisor of Buildings and Grounds and Assistant Superintendent for Support Services.

2. HOLIDAYS - The Board agrees to the following eighteen (18) paid holidays schedule according to the school calendar for 12 month employees. The current practice for arriving at an individuals holiday schedule shall continue during the term of this contract.

Independence Day (1)	Winter Vacation (2)
Labor Day (1)	New Years (2)
Yom Kippur (1)	Martin Luther King's Birthday (1)
Rosh Hashanah (1)	Lincolns Birthday (1)
Columbus Day (1)	Washingtons Birthday (1)
Veterans Day (1)	Spring (2) Good Friday & Easter Monday
Thanksgiving (2)	Memorial Day (1)

#### ARTICLE XII

- A. WORK HOURS - Normal work hours during regularly scheduled school days consist of eight (8) hours per day (8:00 - 4:30 - Monday through Friday) and eight (8) hours as mutually agreed to with the Supervisor of Buildings and Grounds when school is not in session, with a ten (10) minute clean-up period.
- B. OVERTIME - The regular work week shall be forty (40) hours, Monday through Friday. All hours over forty (40) hours per week shall be considered overtime. The overtime rate of pay shall be  $1\frac{1}{2}$  times basic pay above his regular salary. Any employee called to return to work outside of his regularly scheduled shift shall be paid a minimum of two (2) hours overtime.
- C. The employees will meet with their immediate supervisor to discuss possible criteria to be used for the evaluation of the unit. The Board retains the right to formalize and finalize all criteria.



ARTICLE XIII

1974 - 1977

SALARY GUIDE MAINTENANCE

<u>STEP</u>	<u>74-75</u>	<u>75-76</u>	<u>76-77</u>
1	\$6338	\$6686	\$7059
2	6458	6813	7189
3	6571	6942	7324
4	6839	7064	7464
5	7107	7352	7594
6	7376	7640	7903
7	7644	7929	8213
8	7911	8217	8524
	(8186)	(8677)	(9197)
Sub.	3.11	3.30	3.50

- A. The Board further agrees to provide the opportunity for members of the Association to attend a New Jersey State approved program for the purpose of obtaining a Black Seal Firearms License. Expenses will be provided, at Board expense, for tuition, travel and license issue and renewal.
- B. The Board will pay 7.5% per year for 1974-75, 1975-76, 1976-77 for all employees. For those at the top step, Step 8, the Board agrees to pay only the Cost of Living for Central New Jersey\* but not less than 6.0%.

\*The Cost of Living will be calculated by New Jersey Department of Labor and Industry for the year ending May 31 prior to the new contract year.

ARTICLE XIV - DURATION

The Board and Association agree that all negotiable items have been discussed during the negotiations leading to this agreement and that no additional negotiations on this agreement will be conducted on any item, whether contained herein or not through the life of this contract, expiration date June 30, 1977.

IN WITNESS WHEREOF, the President and Secretary of the ASSOCIATION have hereunto set their hands and seals, and the BOARD has caused these presents to be signed by its proper corporate officers and its proper corporate seal to be hereto affixed this <sup>20<sup>th</sup></sup> day of MARCH, Nineteen hundred and seventy four.

Signed, sealed and delivered  
in the presence of

EAST WINDSOR REGIONAL MAINTENANCE  
ASSOCIATION

By: \_\_\_\_\_ L.S.  
President

By: \_\_\_\_\_ L.S.  
Secretary

BOARD OF EDUCATION OF EAST WINDSOR  
REGIONAL SCHOOL DISTRICT

ATTEST:

\_\_\_\_\_

By: \_\_\_\_\_ L.S.  
President