

L-1005

11-02

THIS BOOK DOES NOT CIRCULATE

Library
Institute of Management &
Labor Relations

AUG 5 1980

PENNSYLVANIA UNIVERSITY

AGREEMENT

between

BOARD OF EDUCATION, TOWNSHIP OF EWING

and

EWING TOWNSHIP ADMINISTRATORS' ASSOCIATION

7/1/80 - 6/30/82

WPA 11-13

I. Recognition

The Board of Education hereby recognizes the Administrative Staff for the purpose of collective negotiations concerning terms and conditions of employment under this Agreement with the Board for the following classifications:

School Principals
School Vice Principals
Director of Special Services
Director of Federal Funds, Adult School, etc.

II. Negotiation Procedure

The parties agree to enter into collective negotiation over a successor Agreement. Such negotiations shall begin by mutual agreement on October 15 of the calendar year preceding the calendar year in which this Agreement expires. Any agreement so negotiated shall apply to all classifications recognized under this Agreement.

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.

III. Grievance Procedure

Any grievance or dispute which may arise between the parties concerning the application, meaning or interpretation of this Agreement, shall be settled in the following manner.

Step 1 - The Vice Principals with or without a representative, shall take up the grievance or dispute with their school principal within ten (10) days of its occurrence. The school principal shall then attempt to adjust the matter and shall respond to the employee (or his/her representative) within three (3) working days.

Step 2 - If the grievance has not been settled, it shall be presented in writing by the employee (or his/her representative) to the Superintendent of Schools within three (3) working days after the School Principal's response is due. School Principals and the directors covered hereby shall present their grievances to the Superintendent of Schools within ten (10) days of its occurrence. The Superintendent shall respond to the grievant (or his/her representative) in writing within three (3) working days.

Step 3 - If the grievance still remains unadjusted, it shall be presented by the employee (or employee's representative) to the Board of Education in writing within three (3) days after the response to the Superintendent of Schools is due. The Board of Education shall respond in writing to the employee (or the employee's representative) within one (1) month and ten (10) days. The decision of the Board of Education shall be final and binding.

Failure at any step to communicate the decision on a grievance with the specified time limitations shall constitute acceptance of a grievance as sustained. Failure to appeal within the specified time limitations from an answer which is unsatisfactory shall be deemed to constitute an acceptance of such response as dispositive.

IV. Professional Rights

No records shall be placed in an administrator's file, without first being discussed with the administrator. The administrator shall sign the document indicating that he/she has read the item of record. The administrator shall also have the right to submit a written answer to the material and his/her answer should be reviewed by the Superintendent or his/her designee and attached to the file copy.

V. Insurance Protection

The Board shall provide health care insurance protection consisting of the New Jersey State Health Benefits Program. For administrators enrolled in the various available insurance plans the Board shall pay the full premium.

In addition the Board shall offer a \$1.00 co-pay prescription drug plan with a company selected by the Board.

All insurance benefits shall be provided by the Board at the prevailing rate.

In no case will a person receive double coverage under any available insurance plan.

For each administrator who terminates employment with the Board, the Board shall make payment of insurance premiums to provide insurance coverage for one (1) full month beyond termination date.

VI. Sick Leave

Reimbursement for unused sick leave - Administrators who retire after completing fifteen (15) years in Ewing Township shall receive \$20.00 per day for all unused accumulated sick leave to a maximum of \$2,000.

VII. Salary

1. The pay schedule for all employees covered by this agreement shall be as set forth in Appendix "A" and "B" attached hereto.
2. A new administrator must be employed prior to January 1 in order to qualify for the next highest pay level on the salary guide for the following year.

11 22 84 .00

VIII. Term and Duration

This Agreement shall be in effect as of July 1, 1980 and shall continue through June 30, 1982.

Ewing Township Administrators' Association

The Board of Education of the Township of Ewing in the County of Mercer

Wayne Pickering
Wayne Pickering,
President
Date

David W. Gwynn 5/8/80
David William Gwynn,
President
Date

Ralph Rogers
Ralph Rogers,
Secretary
Date

Dr. J. Bruce Morgan 5/5/80
Dr. J. Bruce Morgan,
Secretary
Date

REC'D 11 27 1980

Appendix A

1980 - 1981

Step	High School Prin.	Jr.H.S. Prin.	M.S. Prin. Director of Spec. Services	Elem. Prin. H.S. V.P. Director Adult Sch.	Jr.H.S.V.P. M.S. V.P.
0	\$31,710	\$30,090	\$29,240	\$27,290	\$26,110
1	32,760	31,090	30,190	28,190	26,960
2	33,810	32,090	31,140	29,090	27,810
3	34,860	33,090	32,090	29,990	28,660
4	35,910	34,090	33,040	30,890	29,510
5	36,960	35,090	33,990	31,790	30,360

NOV 11 1980

Appendix B

1981 - 1982

Step	High School Prin.	Jr. H.S. Prin.	M.S. Prin. Director of Spec. Services	Elem. Prin. H.S. V.P. Director Adult Sch.	Jr. H.S. V.P. M. S. V. P.
0	\$35,406	\$33,599	\$32,639	\$30,469	\$29,146
1	36,456	34,599	33,589	31,369	29,996
2	37,506	35,599	34,539	32,269	30,846
3	38,556	36,599	35,489	33,169	31,696
4	39,606	37,599	36,438	34,069	32,546
5	40,656	38,599	37,389	34,969	33,396

AGREEMENT

Between

Board of Education, Township of Ewing

and

School Aides

July 1, 1980 through June 30, 1981

Approved April 28, 1980

APR 28 1980

The following constitutes the Agreement of Employment and working conditions between the Board of Education of the Township of Ewing and School Aides for the period beginning July 1, 1980 and ending June 30, 1981.

1. RECOGNITION

The employer recognizes all School Aides who have been appointed for a specific period of time and will be working a regular schedule as members of this group for the purpose of establishing salaries and other conditions of employment.

2. NOTIFICATION OF VACANCY

The first vacancy for a position or a new position covered by this Agreement will be posted within ten (10) days after the vacancy or new position occurs. The respective supervisor for said position shall make the selection from all applicants.

3. LEAVES OF ABSENCE

3.1 Leaves of absence with pay shall be provided as follows:

- a. All employees shall be allowed sick leave with full pay for (10) school days in any school year. Unused sick leave days shall be accumulated from year to year with no maximum limit.
- b. Personal leave policy shall cover brief absences not chargeable to sick leave. It provides during the first year of employment up to one (1) day for every two (2) months of employment (a total of three (3) days during any one school year) at full pay. After completing one year of employment it provides for up to three (3) days leave at full pay during any one school year (in either case, no unused days shall be accumulated) for any of the following reasons:
 - I. Illness in the immediate family. Immediate family shall be considered: father, mother, brother, sister, spouse, child or any member of the immediate household.
 - II. Death of a relative or close friend.
 - III. Recognition of religious holidays. If personal leave days are exhausted because of observance of religious holidays, the employee may apply for additional personal leave due to an emergency.
 - IV. Marriage of the employee or marriage in the family. Family shall be considered: father, mother, brother, sister, child, nephew, niece, brother-in-law, sister-in-law, father-in-law and mother-in-law.
 - V. Court subpoena.
 - VI. Personal legal business or family matters which cannot be handled outside of working hours.
 - VII. Any other emergency or urgent reason not covered in (I through VI) above, if approved by the Superintendent of Schools.

- c. All requests for personal leave shall be submitted in writing on the proper form (in advance when possible) recommended by the supervisor and approved by the assistant superintendent. Requests for such leave on the day preceding or immediately following a vacation period will be honored only in unusual cases.
- d. Three (3) additional days leave may be granted for death in the immediate family (immediate family is considered the same as (I.) above, plus in-laws.

4. GRIEVANCE PROCEDURE

4.1 Grievance procedures are means by which employees may appeal the interpretation, application or violation of this Agreement and administrative decisions effecting them.

4.2 A grievant is a person or persons making the claim.

PROCEDURE

- Step 1. The employee or representative of the employee shall take up the grievance or dispute with the employee's immediate supervisor within ten (10) working days of its occurrence. The supervisor shall respond to the grievance within three (3) working days.
- Step 2. If the grievance has not been settled, it shall be presented in writing by the employee or the employee's representative to the superintendent within three (3) working days after the supervisor's response. The superintendent shall respond to the grievance in writing within three (3) working days.
- Step 3. If the grievance has not been settled, it shall be presented by the employee or the employee's representative in writing to the Board of Education within three (3) days after the response of the superintendent. The Board of Education shall respond in writing within two (2) calendar weeks. The decision of the Board of Education shall be final and binding.

5. HOLIDAYS

- a. The employer shall list a minimum of eleven (11) paid holidays annually.

6. HEALTH BENEFITS

6.1 The Employer shall provide health care insurance protection consisting of the New Jersey State Health Benefits Program for any employee who works a regular schedule for at least a total of 20 hours per week.

For employees enrolled in the various available insurance plans, the Employer shall pay either the full premium for the single plan or in cases where appropriate, an amount equal to the full premium for the single plan plus:

- a. 100% of the difference between the rate for the single plan and the rate for other available plans during the life of this Agreement, effective July 1, 1980 and ending June 30, 1981.
- b. In addition, the Board shall offer a \$1.00 co-pay prescription drug plan with a company selected by the Board.

In no case will a person be covered under more than one plan. For each employee who terminates his employment with the Board, the Employer shall make payment of insurance premiums to provide insurance coverage for one full month beyond termination date. New employees will be covered in accordance with existing regulations of the New Jersey State Health Benefits Program.

7. SALARY GUIDE

1980-1981

<u>Level</u>	<u>Noon Aide Hourly Rate</u>	<u>Instructional Aide Hourly Rate</u>
1	3.30	3.55
2	3.40	3.75
3	3.50	3.95
4	3.60	4.10
5	3.65	4.25

- a. Increments or salary increases are not automatic. These are subject to approval by the assistant superintendent responsible for this unit with a recommendation to the Ewing Township Board of Education.
- b. A new employee shall be appointed for a three (3) month probationary period.
- c. For the purposes of arriving at a salary under this Agreement, employees will move to the next pay level from the preceding Agreement.

8. GENERAL

8.1 After fifteen years of continuous service in the Ewing Township School district, upon retirement all accumulated unused sick leave shall be paid at one-half ($\frac{1}{2}$) the rate of pay at the time of retirement, total amount of money not to exceed \$400.

8.2 Whenever a course is required or approved by the Board of Education, the Board of Education then shall pay the full cost of that respective course taken by an employee in this bargaining unit.

8.3 Whenever possible, an employee who is a member of this bargaining unit shall be notified no later than July 1 of the present school year of the employment status for the next school year.

IN WITNESS WHEREOF, the parties have hereto set their hands this

28th day of April, 1980.

FOR THE AIDES

FOR THE EMPLOYER

Gloria S. Patterson 5/11
Gloria Patterson

David W. Gwynn 5/15/80
David William Gwynn, President
Board of Education
Ewing Township, New Jersey

Joyce C. Clark 5/11
Joyce C. Clark

J. Bruce Morgan 5/15/80
J. Bruce Morgan, Business Administrator/
Board Secretary
Board of Education
Ewing Township, New Jersey

AGREEMENT

between

BOARD OF EDUCATION, TOWNSHIP OF EWING

and

EWING TOWNSHIP MAINTENANCE MANAGEMENT ASSOCIATION

July 1, 1980 through June 30, 1982

1. RECOGNITION

1.1 The employer recognizes the following categories under this Agreement:

Head Custodians
Assistant Head Custodians
Electrician
Plumber
Carpenter

2. WORK SCHEDULE, CALL TIME, OVERTIME

2.1 One and one-half ($1\frac{1}{2}$) times the employee's regular hourly rate of pay shall be paid for all work performed in excess of forty (40) hours in any one week.

Double time shall be paid for: (a) all work performed on Sundays and (b) all work performed on holidays as listed annually by the Employer.

2.2 Call Time - Any employee called or required to return to work outside of his regularly scheduled shift for emergency calls which necessitate work shall be paid a minimum of three (3) hours at time and a half. A minimum of two (2) hours at the time and a half rate shall be paid to employees when called by the police or fire department.

2.3 The regular work week shall be Monday through Friday consisting of five (5) consecutive days.

2.4 Work Shift - Eight (8) hours of work, exclusive of a thirty (30) minute lunch period, shall constitute a work shift. Shifts will not be changed except as necessary for efficient operation. There shall be at least forty-eight (48) hours advanced written notice.

2.5 Head custodians and assistant head custodians shall rotate available overtime.

3. LEAVES OF ABSENCE

3.1 Leaves of absence with pay shall be provided as follows:

- a. One day per month of employment for sick leave. Unused sick leave shall be accumulative from year to year.
- b. Personal leave policy shall cover brief absences not chargeable to sick leave. It provides for up to three days leave at full pay during any one school year (no unused days shall be accumulated) for any of the following reasons:
 - I. Illness in the immediate family. Immediate family shall be considered: father, mother, brother, sister, spouse, child or any member of the immediate household.
 - II. Death of a relative or close friend.
 - III. Recognition of religious holidays.
 - IV. To attend the wedding of: father, mother, brother, sister, child, nephew, niece, uncle or aunt.
 - V. Court subpoena.

-c-

VI. Personal, legal business, or family matters which cannot be handled outside of scheduled work hours.

VII. Any other emergency or urgent reason not included in (I through VI) above, if approved by the Superintendent of Schools.

- c. All requests for personal leave shall be submitted in writing on the proper form (in advance when possible) recommended by the immediate supervisor approved by the superintendent. Only in an emergency may a request be made verbally. However, a written request must be filed within one (1) week.
- d. Three (3) additional days leave may be granted for death in the immediate family (immediate family is considered the same as (I.) above), plus in-laws.
- e. Sick leave of five (5) days duration or more shall require from employee's physician, certification that said employee is or will be physically qualified to return to work.
- f. After fifteen (15) years of continuous service in the Ewing Township School District, upon retirement, employees shall be compensated for all accumulated sick leave at one-half ($\frac{1}{2}$) the average daily rate for the last twelve (12) months of employment to a maximum of \$1,000.

4. VACATIONS

4.1 Vacations with pay shall be granted to employees on the following basis:

Less than one year - 1 day per month of employment up to a maximum of ten (10) days.

First year through fourth year - 10 work days.

Fifth year through twentieth year - 15 work days.

After twentieth year - 20 work days.

4.2 After ten (10) years of service, one week may be accumulated (saved) to be used as a fourth week in a succeeding year.

4.3 Employees must take vacations. No employee may be employed to do work during his vacation period.

4.4 Vacations may be taken any time during the fiscal year with the approval of the immediate supervisor. Seniority shall apply where the Employer must limit the number of employees on vacation during any period.

5. HOLIDAYS

5.1 A minimum of twelve (12) paid holidays shall be as listed annually by the Employer.

5.2 Holidays which fall within an employee's vacation period shall be celebrated either immediately before or immediately following his vacation period as agreed between the employee and the superintendent.

5.3 There shall be one (1) additional day off granted as directed by Central Administration.

6. INSURANCE

6.1 The Employer shall provide health care insurance protection consisting of the New Jersey State Health Benefits Program for any employee who works a regular schedule for at least a total of twenty (20) hours per week.

For employees enrolled in the various available insurance plans, the Employer shall pay either the full premium for the single plan or in cases where appropriate, an amount equal to the full premium for the single plan plus:

- a. 100% of the difference between the rate for the single plan and the rate for other available plans during the life of this Agreement, effective July 1, 1980 and ending June 30, 1982.
- b. In addition, the Board shall offer a \$1.00 co-pay prescription drug plan with a company selected by the Board for the first year of this Agreement and to continue through the life of this Agreement.

In no case will a person be covered under more than one plan. For each employee who terminates his employment with the Board, the Employer shall make payment of insurance premiums to provide insurance coverage for one full month beyond termination date. New employees will be covered in accordance with existing regulations of the New Jersey State Health Benefits Program.

7. WORK UNIFORMS

7.1 Two (2) uniforms per year will be supplied to all full time employees. Three (3) for maintenance personnel.

8. GENERAL PROVISIONS

8.1 Should any portion of the Agreement be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specific portion of the Agreement affected by such decision, whereupon the parties agree to immediately attempt to negotiate a legal substitute for the invalidated portion.

8.2 Employees shall be paid every two weeks.

8.3 It is understood that the respective building and boilers must be checked on weekends and holidays at no additional compensation.

8.4 Members of this unit who desire a change in assignment may file a written statement of said desire with the Assistant Superintendent responsible for Supportive Services. Such statement shall include the position to which the employee wishes to be assigned. Application to be submitted annually by July 1st.

8.5 Members of this unit shall be eligible to apply for vacancies within the district as they occur.

9. GRIEVANCE PROCEDURE

9.1 Definition - A grievance is a claim by an employee or the Association based upon the interpretation, application, or violation of this Agreement, policies or administrative decisions affecting an employee or a group of employees. Said grievance shall be settled in the following manner:

Step 1. - The employee, with or without a representative, shall take up the grievance or dispute with the Coordinator of Maintenance and Custodial Services within ten (10) days of its occurrence. The Coordinator of Maintenance and Custodial Services shall then attempt to adjust the matter and shall respond in writing to the employee (or employee's representative) within three (3) working days.

Step 2. - If the grievance has not been settled, it shall be presented in writing by the employee (or employee's representative) to the Superintendent of Schools within three (3) working days after the Coordinator of Maintenance and Custodial Services response is due. The Superintendent shall respond to the employee (or employee's representative) in writing within three (3) working days.

Step 3. - If the grievance still remains unadjusted, it shall be presented by the employee (or employee's representative) to the Board of Education in writing within three (3) days after the response of the Superintendent of Schools is due. The Board of Education shall respond in writing to the employee (or the employee's representative) within two (2) calendar weeks. The decision of the Board of Education shall be final and binding.

10. TERMINATION

10.1 - This Agreement shall be effective as of the 1st day of July, 1980 and shall remain in full force and effect until the 30th day of June, 1982. The contents of this document shall constitute the full Agreement between the parties.

11. - Listed below is the salary guide in effect for the duration of this Agreement.

	<u>1980-81</u>	<u>1981-82</u>
Head Custodian (Ewing High School)	15,367	16,567
Electrician & Plumber	15,217	16,417
Head Custodian (Antheil & Fisher)	14,767	15,967
Carpenter	14,018	15,218
Assistant Head Custodian (Ewing High School)	13,967	15,167
Assistant Head Custodian (Antheil & Fisher)	13,617	14,817

Beginning salary for new employee will be \$1500 less than present step on guide. Increases will be granted to bring new employee on guide over a five (5) year period.

IN WITNESS WHEREOF, the parties have hereto set their hands this 5th

day of May, 1980.

FOR THE ASSOCIATION

Eugene Daugherty
Eugene Daugherty, President

Clifford Allen
Clifford Allen, Secretary

FOR THE EMPLOYER

David William Gwynn
David William Gwynn President
Board of Education
Ewing Township, New Jersey

J. Bruce M. [Signature]
J. Bruce M. [Signature], Business Administrator
Board of Education Secretary
Ewing Township
New Jersey

MAY 11 1980