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AGREEMENT

between

**BOARD OF EDUCATION OF SOUTHERN REGIONAL
HIGH SCHOOL DISTRICT**

and

**SOUTHERN REGIONAL CUSTODIAL
AND MAINTENANCE ASSOCIATION**

July 1, 1990 - June 30, 1993

P R E A M B L E

THIS AGREEMENT entered into this 4th day of September, 1990, by and between the Board of Education of the SOUTHERN REGIONAL HIGH SCHOOL DISTRICT, hereinafter called the "Board" and the SOUTHERN REGIONAL CUSTODIAL AND MAINTENANCE ASSOCIATION, hereinafter called the "Association."

ARTICLE 1

RECOGNITION

1:1 Unit:

The Board hereby recognizes the Association as the exclusive representative for collective negotiations concerning the terms and conditions of employment for all full-time contracted custodial and maintenance personnel employed by the Board, excluding:

Supervisor of Buildings and Grounds

Head Custodians

Supervisors within the meaning of the N. J. Employer-Employee Relations Act

1:2 Definition of Employee:

Unless otherwise indicated, the term "employee" when used hereinafter in this Agreement, shall refer only to employees represented by the Association in the negotiating unit as above defined, and references to male employees shall include female employees.

ARTICLE 2

NEGOTIATION OF SUCCESSOR AGREEMENT

2:1 The parties agree to enter into collective negotiations over a successor agreement in accordance with N.J.S.A. 34: 13A-1 *et seq.* in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment.

- 2:2 Complete Association proposals shall be submitted to the Board of Education by August 15 and negotiations shall begin no later than September 15 of the calendar year preceding the calendar year in which this Agreement expires. Board Proposals, if any, shall be submitted by October 1. Any Agreement negotiated shall apply to all employees, herein identified under Article 1, be reduced to writing, be signed by the Association, and upon approval by the Board be signed and adopted by the Board.

ARTICLE 3

GRIEVANCE PROCEDURE

3:1 GENERAL:

- 3:1.1 A "grievance" is a written claim by an employee or group of employees that as to him or them there has been Board or Administrative action constituting a violation of this Agreement.
- 3:1.2 As used in the above description, the term "group of employees" shall mean a group of custodial or maintenance personnel having the same grievance.
- 3:1.3 In presenting the grievance an employee shall be assured freedom from prejudicial action occasioned solely by the institution of said grievance.
- 3:1.4 An aggrieved person is the employee or group of employees claiming the grievance.
- 3:1.5 Grievances shall be instituted not later than twenty (20) days following cause thereof.
- 3:1.6 They shall have the right to present their own appeal or to designate a reasonable number of representatives of the Association or other persons of their own choosing to appear with them or for them at any step of their appeal.
- 3:1.7 If a grievance affects a group or class of employees, the Association may submit such grievances in writing to the Superintendent directly and the processing of such grievance shall commence at Level Three. The Association may process such a grievance through all levels of the grievance procedure so long as more than one employee affected by the class grievance agrees to do so.
- 3:1.8 Members of the Board, and those Administrators and Supervisors determined by the Board to be involved in or affected by the action complained of, shall be deemed persons having a direct interest in the arbitrations for the purpose of attendance at any hearing held under this grievance procedure, unless deemed otherwise by the Arbitrator.

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3:2 PROCEDURE:

3:2.1 Since it is important that grievances be processed as rapidly as possible, the number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limits specified may, however, be extended by mutual agreement.

3:2.2 In the event a grievance is filed at such time that it cannot be processed through all the steps in this grievance procedure by the end of the school year, and if left unresolved until the beginning of the following school year, could result in irreparable harm to the aggrieved, the time limits set forth herein shall be reduced so that the grievance procedure may be exhausted prior to the end of the school year or as soon thereafter as is practicable.

3:2.3 Level One:

An employee with a grievance shall first discuss it with the Supervisor of Buildings and Grounds or immediate superior, either directly or through the Association's representative, with the objective of resolving the matter informally.

3:2.4 Level Two:

If the aggrieved person is not satisfied with the disposition of his grievance at Level One, or if no decision has been rendered within three (3) working days after presentation of the grievance, he may file the grievance in writing with the Chairman of the Association's Grievance Committee (hereinafter referred to as the "AG Committee") within three (3) working days after the decision at Level One or ten (10) working days after the grievance was presented, whichever is sooner. Within five (5) working days after receiving the written grievance, the Chairman of the AG Committee shall refer it to the Superintendent of Schools.

3:2.5 Level Three:

If the aggrieved person is not satisfied with the disposition of his grievance at Level Two, or if no decision has been rendered within ten (10) working days after the grievance was delivered to the Superintendent, whichever is sooner, the aggrieved person may request in writing that the Chairman of the AG Committee submit his grievance to the Board of Education. Within five (5) working days after receiving the request, the Chairman of the AG Committee shall refer it to the Board of Education, if deemed meritorious by the AG Committee.

3:2.6 Level Four:

3:2.6a If the aggrieved person is not satisfied with the disposition of his/her grievance at Level Three, he may, within five (5) working days after a decision by the

Board or fifteen (15) working days after the grievance was delivered to the Board, whichever is sooner, request in writing that the Chairman of the AG Committee submit his grievance to arbitration. The AG Committee shall consider the merit of the grievance and may then, within fifteen (15) working days after receipt of a request by the aggrieved person, submit the grievance to arbitration by service of demand, thereof, upon the Board through the Superintendent. Request for a panel of arbitrators may be made to either the American Arbitration Association or the Public Employment Relations Commission, whichever the Grievant so chooses.

Any complaint or non-grievable issue from any employee may be brought to the attention of the Superintendent. The employee may also request a hearing with the full Board by a letter to the President.

- 3:2.6b The arbitrator so selected shall hold hearings promptly and shall issue his decision not later than thirty (30) calendar days from the date of the close of the hearings, or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact, reasoning and conclusions of the issues submitted. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. 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 arbitrator shall have no power to add to nor to subtract from or modify any of the terms of the Agreement. The findings and recommendations of the arbitrator shall be carefully and seriously considered by all parties but shall be advisory in nature only.
- 3:2.6c The costs 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 equally by the Board and the Association. Any other expenses incurred shall be paid by the party incurring same.
- 3:2.6d All grievance settlements shall be in writing and approved by the Superintendent at his level or the Board at its level, and the Association.
- 3:2.6e The arbitrator will be selected on a rotating basis.
- 3:2.6f The aggrieved shall follow applicable rules and regulations during a pending grievance.
- 3:2.6g Necessary forms for the administration of the grievance procedure shall be prepared by the Board of Education and the Association. Such forms shall provide for description of the nature of the grievance, including listing of the provisions of the Agreement complained of as being violated.

ARTICLE 4

EMPLOYEE RIGHTS AND PRIVILEGES

- 4:1 No employee shall be formally disciplined, reduced in compensation or deprived of any employee advantage without just cause. Any such action asserted by the Board, or any agent or representative thereof, shall not be made public. Dismissal shall not be subject to the grievance procedure herein set forth.
- 4:2 Whenever any employee is required to appear before the Board, or any Committee thereof, concerning any matter which could adversely affect the continuation of that employee in his position, employment, or the salary or any increments pertaining thereto, then he shall be given prior written notice of the reasons for such meeting or interview and shall be entitled to have a representative of the Association present to advise him and represent him during such meeting or interview.

ARTICLE 5

ASSOCIATION RIGHTS AND PRIVILEGES

- 5:1 The Association and its representatives shall be permitted to use school buildings at reasonable hours for meetings. The Principal of the building in question shall be notified in advance of the time and place of any such meeting and his approval shall be required. Said approval shall not be unreasonably withheld. Such meetings shall not interfere with or interrupt normal school activities or school or business office operations.
- 5:2 The Association, with the permission of the Administration, shall have the right to use school facilities and equipment including typewriters, mimeographing and other duplicating equipment, at reasonable times when such equipment is not otherwise in use and when such use will not interfere with nor interrupt school operations. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

ARTICLE 6

VACATIONS

6:1 Full-time, twelve (12) month employees shall be eligible for vacations on the following basis:

1 - 4 years	10 days
5 - 15 years	15 days
15 - 20 years	17* days
20+ years	20** days

* 2 days must be taken other than from June 15 - August 31.

** 5 days must be taken other than from June 15 - August 31.

6:2 Vacation requests shall be submitted in advance to the Supervisor of Buildings and Grounds or upon his request. Fractional days of vacation may not be taken. Scheduling of vacations is within the sole discretion of the Administration and vacations shall be taken during the year in which they are due, unless prior approval is obtained.

6:3 Vacation days taken during the first year of employment assumes the completion of one (1) full year of work. Days will be prorated in the event a full year is not worked.

ARTICLE 7

WORK HOURS

7:1 Duty Hours:

Custodial personnel shall work an eight (8) hour day, five (5) days per week, including a daily one-half (1/2) hour lunch period. Work schedules for such personnel shall be prepared by the Supervisor of Buildings and Grounds and approved by the Superintendent. Existing two (2) ten-minute break practice will be maintained.

7:2 Continuous Work Periods:

All full time employees shall be assigned to, and expected to work, continuous and uninterrupted daily shifts except for such breaks as are approved by the administration and, in the time allowed, are the same for all employees in that particular shift and do not exceed the hours of work.

Exceptions to the above may only be made by the administration when, in an emergency, it seems in the best interest of the school to make an exception on a temporary basis.

7:3 Any employee called to return to work outside of his regularly scheduled shift shall work and be paid for a minimum of four (4) hours.

This provision shall not apply where an employee is called in to work prior to his regular shift and works into his regular shift.

7:4 Recording of Hours Worked:

The recording of hours worked -- relative to Southern Regional High School Board of Education employees shall be:

7:4.1 Employees shall be required to use a time clock at the start and finish of their daily shift, and shall also "clock" any period during their shift when they are out of the school building without authorization.

7:4.2 Employees shall be required to "clock" for the luncheon period only if they leave the school grounds.

7:4.3 Each employee must "clock" his own card, and his own card only.

ARTICLE 8

COMPUTATION OF HOURLY & OVERTIME EARNINGS

8:1 Basis for computing hourly earnings -- relative to Southern Regional High School Board of Education employees shall be:

8:1.1 A forty (40) hour week will consist of five (5) eight (8) hour days in a seven (7) day period.

8:1.1a Averaging (over eight hours one day, less than eight hours another day, etc.) during each seven day period, will be permitted only if authorized.

8:1.1b A half (1/2) hour period for luncheon will be considered as part of the working day for employees on a shift of four (4) hours or longer. Unauthorized longer periods shall be deducted from the hours worked.

8:1.2 Employees who work more than an average of eight (8) hours a day in a work week, without proper authorization, will be subject to leave without pay, at the discretion of the administration.

- 8:1.3 Employees shall not "clock" more than seven (7) minutes before and after their established working period without authorization.
- 8:1.4 Authorization for exceptions to rules listed above may be granted for all areas of covered employees by the Superintendent and the Supervisor of Buildings and Grounds.
- 8:1.5 Employees will be paid for all hours worked in excess of forty (40) in any one week, at one and one-half (1.5) times their base rate of pay. Scheduled holidays shall be considered as hours worked for the purpose of applying the overtime rate, provided the employee has worked a full five (5) day week before the holiday week, and works a full five (5) day week after the holiday week.
- 8:1.6 Except as provided in 8:1.5, in work weeks in which the employee works less than five days, for any reason (holidays not considered hours worked, illness, etc.), extra pay at straight rates will be granted for hours in excess of an eight (8) hour average for the number of days the employee actually worked.
- 8:1.7 Time and a half (1.5) will be paid in a work week of less than five (5) days only for hours actually worked in excess of the maximum on which a straight rate is to be paid.
- 8:1.8 In work weeks in which the employee works on a scheduled holiday off, the employee will receive regular holiday pay at straight time, and time and a half (1.5) for hours worked on such holiday, provided he/she also works the regularly scheduled work days for that week.
- 8:1.9 The hourly rate for custodians under contract to the Board of Education shall be established on the basis of twenty working days per month, and by the following formula:

$$\frac{Y}{X=20ab}$$

X: Hourly Rate
 Y: Contract Salary
 a: Hours worked per day
 b: Months in contract

Example: A custodian with a 12 month contract for \$13,472.00, working 8 hours per day, would have an hourly rate of \$7.02.

$$\frac{13,472}{20 \times 8 \times 12} = \$7.02$$

8:1.10 Employees will be paid for all hours worked in excess of eight (8) hours per day, with authorization, at time and a half (1.5) of his/her base pay rate regardless of number of days worked in the week.

ARTICLE 9

SICK LEAVE

9:1 Sick Leave Allowance:

Employees shall be allowed sick leave with full pay for a period of fifteen (15) working days in each year. All the unused portion of this fifteen (15) days annual sick leave shall be accumulative from year to year for these employees. Unused sick leave shall not be paid in monetary equivalent. Absences of five (5) or more successive working days due to personal illness or injury will require the employee to present a doctor's certification of such illness or injury before returning to work.

9:2 Sick Leave Defined:

Sick leave is defined to mean the absence from duty because of personal disability due to illness, injury or medical visit for examination, providing appointment cannot be made outside of school hours and/or because of exclusion from school by the local medical authorities on account of a contagious disease or of being quarantined for such a disease in said employee's immediate household.

9:3 Sick Day Payback:

After 20 Years:

1st 200 days	1/2 Custodial Starting Salary*
2nd 100 days	1/8 Custodial Starting Salary*
Days beyond	1/4 Custodial Starting Salary*

11-20 Years	80% of above*
6-10 Years	65% of above*

* Maintenance payback will be based on custodial guide plus maintenance stipend.

ARTICLE 10

INSURANCE

- 10:1 The present health insurance coverage shall continue for the duration of this Agreement.
- 10:2 The Board shall continue the payment of the premium for existing health insurance coverage for either the individual or family plan of the following:
- The benefits include Blue Cross, Blue Shield, Major Medical, Super Rider J, Prescription and Dental.
- 10:3 Effective July 1, 1991, a Vision Plan will be instituted, subject to a maximum Board contribution of \$175 per employee.
- 10:4 The Board agrees to include those former members of the Southern Regional Custodial Maintenance Association in the group benefits plan as long as this plan is at no cost to the Board.

ARTICLE 11

TEMPORARY LEAVES OF ABSENCE

- 11:1 **FAMILY ILLNESS/DEATH:**
- 11:1.1 **Family Illness:** Up to three (3) days during any school year for the sudden serious illness of a child, spouse or other close relative in the immediate family residing in the employee's household necessitating such employee's attendance upon the person who is ill, provided that immediate provision is made for the care of the ill person by someone other than the employee. This leave is not accumulative.
- 11:1.2 **Volunteer Firemen:** Those employees holding or hereafter appointed to the status of Volunteer Firemen in their respective communities may be granted time off when summoned for a *bona fide* "emergency" subject to approval of the Supervisor of Buildings and Grounds. Such approved absence from work during an emergency will not result in a loss of pay. Employees appointed to, holding, or discontinued in such status will have their respective fire companies or authorized official verify such status, in writing, to the Supervisor of Buildings and Grounds.
- 11:1.3 **Death in the Family:** Up to four (4) days for any single event in the event of death of an employee's spouse, child or parent. In the event of death of an employee's son-in-law, daughter-in-law, father-in-law, mother-in-law, brother,

sister, brother-in-law, sister-in-law and any other member of the immediate household, a total of up to two (2) days for either or all of the foregoing events. The temporary leave days provided for herein are for the purpose of arranging and attending funeral services and providing for a reasonable mourning period in connection therewith.

11:2 PERSONAL LEAVE:

11:2.1 Up to two (2) days personal leave is granted each year, and is not accumulative. This leave is for personal, legal, business, household or family matters which require absence during working hours. Such leave shall not be taken or granted the day before or after a school holiday or vacation.

11:2.2 Application to the Supervisor of Buildings and Grounds or to the person in charge of granting such leave shall be made in writing at least five (5) days before taking such leave (except in cases of emergency) and the applicant for such leave shall not be required to state the reason for taking such leave other than that they are taking it under this section. No more than five (5%) percent of the employees in the Association may be granted such leave for the same day based upon the date of receipt of application. If an exception in cases of emergency, as stated above, is involved, a reason to support the emergency exception will be given. Unused personal leave days in any year shall be accumulated as though they were sick leave days and shall become part of the employee's accumulated sick leave.

11:3 OTHER LEAVES OF ABSENCE:

11:3.1 One representative of the Association, from each school, may attend the N.J.E.A. Convention during one work day.

11:3.2 Other leaves of absence with or without pay may be granted by the Board at its discretion for what it considers to be good reason.

ARTICLE 12

HOLIDAYS

12:1 Employees shall receive the following days without loss of pay:

Independence Day
Labor Day
Veteran's Day (if a school holiday)
Thanksgiving Day
Friday after Thanksgiving Day
First workday before Christmas

Christmas Day
First workday after Christmas
Workday before New Year's Day
New Year's Day
One (1) President's Birthday (if a school holiday)
Good Friday
Easter Monday
Memorial Day
Any other day approved by the Superintendent*

- * There shall be one (1) additional holiday available to employees during the months of May and June for employees with commendable service as recommended by the Supervisor and approved by the Superintendent. This determination will be made by April 30th of each year.

12:2 Paid holidays shall not be less than fourteen (14) days in a contract year. Should a holiday fall on a weekend or when school is scheduled to be in session, the Superintendent shall set the holiday schedule.

ARTICLE 13

BOARD RIGHTS

- 13:1 The Association recognizes that the Board may not by agreement delegate authorities and responsibilities that by law are imposed upon and lodged with the Board.
- 13:2 It is understood by all parties that, under the rulings of the Courts of New Jersey and the State Commissioner of Education, the Board is forbidden to waive any rights or powers granted it by law.
- 13:3 The Board of Education, subject only to the express written provisions of this Agreement, reserves to itself all rights and responsibilities of management of the School District and full jurisdiction and authority to make and revise policy, rules, regulations and practices in furtherance thereof, subject to any obligation imposed by N.J.S.A. 34:13A-5.3 to negotiate adoption of new rules or changes in existing rules affecting working conditions.

By way of illustration and not by way of limitation of the rights and responsibilities reserved to the Board, are the rights to select and direct employees of the School District; to hire, assign, promote, transfer and retain employees covered by this Agreement within the School District, or to suspend, demote, discharge, or take other disciplinary action against employees, to relieve employees from duties because of lack of work or for other legitimate reasons, to maintain the thoroughness and efficiency of the School District operations

entrusted to it, to determine the methods, means, and personnel by which School District operations are to be conducted, to introduce new or improved methods and facilities, to contract out for goods and services; and to take whatever other actions may be necessary to accomplish the mission of the School District in any situation.

ARTICLE 14

MISCELLANEOUS

- 14:1 If any provision of this Agreement or any application of this Agreement to any employee or group of employees is held to be contrary to law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by law, but all other provisions or applications shall continue in full force and effect.
- 14:2 This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all issues which were or could have been the subject of negotiations. During the term of this Agreement, neither party will be required to negotiate with respect to any such matter, whether or not covered by this Agreement, and whether or not within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 14:3 No lockout of employees shall be instituted by the Board during the term of this Agreement. The Association agrees that during the term of this Agreement, neither it nor its officers, employees or members will engage in, encourage, sanction, support, or suggest any strikes, work stoppages, boycotts, sanctions, slow downs, mass resignations, mass absenteeism, picketing or any other similar actions, which would involve suspension of, or interference with the normal work of the Board. In the event that Association members participate in such activities in violation of this provision, the Association shall notify those members so engaged to cease and desist from such activities and shall instruct the members to return to their normal duties. Any employee participating in these prohibited activities or refusing to perform duties may be disciplined by the Board.
- 14:4 It is agreed by both parties of this Agreement that the employment contract of any employee covered by this Agreement may be terminated by either party at any time giving to the other thirty (30) days' notice in writing of intention to terminate employment.
- 14:5 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.

ARTICLE 15

SALARIES

See Schedule A as attached.

ARTICLE 16

WORK YEAR

The work year for twelve (12) month employees shall be July 1 through June 30.

ARTICLE 17

SENIORITY

- 17:1 Seniority is defined as length of continuous service of a full-time, permanent employee of the School District. An updated seniority list based on the Board of Education's records, will be prepared by the Administration and furnished to the Association.
- 17:2 The Board shall give consideration to seniority, while retaining its rights under Article 13 (Board Rights), for promotions, staff reductions, vacation preferences, requests for transfer to another building and/or shift, as vacancies arise, and other matters the Board deems appropriate.
 - 17:2.1 New vacancies will be posted for a period of five (5) working days. Eligible and qualified employees may express their interest in promotion to the new vacancy, in writing.
 - 17:2.2 Requests for transfer to another building and/or shift may be submitted in writing at any time, and will be given consideration as such openings occur.
 - 17:2.3 Staff reductions will be in the reverse order of seniority within the affected job classification(s), provided the remaining employees are qualified to do the work, as determined by the Buildings and Grounds Supervisor.
 - 17:2.4 Vacation preference requests may be submitted in writing and granted, based on the schedule of work projects, as determined by the Buildings and Grounds Supervisor.

17:3 The Association acknowledges that the final determination of all such actions outlined above rests with the Board of Education.

ARTICLE 18

DURATION OF AGREEMENT

18:1 Duration Period:

This Agreement shall be effective as of July 1, 1990, and shall continue in effect until June 30, 1993, subject to the Association's right to negotiate over a successor Agreement as provided in ARTICLE 2. This Agreement shall not be extended orally, and it is expressly understood that it shall expire on the date indicated, unless it is extended in writing.

18:2 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their Presidents, attested by their Secretaries, and their corporate seals to be affixed hereto this 4th day of September, 1990.

SOUTHERN REGIONAL CUSTODIAL
AND MAINTENANCE ASSOCIATION

SOUTHERN REGIONAL HIGH
SCHOOL DISTRICT
BOARD OF EDUCATION

By John L. Borr
President

By Thomas E. Hunt
President

ATTEST:

ATTEST:

By Tom Cannon
Secretary

By James L. More
Secretary

SCHEDULE A

CUSTODIAL & MAINTENANCE SALARY GUIDE

<u>STEP</u>	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
1	\$15,600.	16,200.	16,900.
2	16,150.	16,750.	17,600.
3	16,800.	17,425.	18,300.
4	17,450.	18,150.	19,000.
5	18,100.	18,875.	19,750.
6	18,750.	19,600.	20,500.
7	19,400.	20,325.	21,250.
8	20,150.	21,050.	22,025.
9	20,900.	21,800.	22,800.
10	21,650.	22,550.	23,575.
11	22,700.	23,300.	24,350.
12	23,350.	24,350.	25,125.
13	23,600.	25,100.	26,175.
14	23,850.	25,375.	26,950.
15	24,100.	25,650.	27,250.
16	24,350.	25,925.	27,550.
17	24,600.	26,200.	27,850.
18	24,850.	26,475.	28,150.
19	25,100.	26,750.	28,450.
20	25,350.	27,025.	28,750.
21	25,600.	27,300.	29,050.
22	25,850.	27,575.	29,350.
23	26,100.	27,850.	29,650.
24	26,350.	28,125.	29,950.
25	26,600.	28,400.	30,250.
26		28,675.	30,550.
27			30,850.

STIPEND

	<u>1990-91</u>	<u>1991-92</u>	<u>1992-93</u>
Maintenance	\$ 1,500	\$ 2,000	\$ 2,500
4-12 Shift	425	450	475
12-8 Shift	525	550	575
Boiler License	375	400	425

SHIFTS

Any person assigned a shift that goes one hour or more beyond 4:00 pm shall receive \$300 per year additional. Any person assigned a shift that goes two or more hours beyond midnight, shall receive \$400 per year additional.

SCHEDULE B
SICK DAY BANK

A Sick Day Bank shall be established. Each employee covered by this agreement will be given the option of participating. The decision shall be binding for the remainder of one's time in the district.

Each participant may voluntarily contribute ONE of his/her sick days to the bank. Each employee covered by this agreement will be given ninety (90) calendar days in which to make the decision to join or not. This will constitute a pool of days upon which a participant may draw, as explained below:

1. A participant who has exhausted his/her days due to a protracted and verifiable illness may apply to the committee.
2. The participant must demonstrate a past record of non-abuse of sick day usage, as determined by the committee.
3. The committee may or may not award the days and may do so in not more than thirty (30) day segments. Reapplication is necessary for each segment.

If the pool diminishes to the point whereby it is less than 30 percent of whole days in relation to the number of participants at a given moment, each of the participants will be asked to contribute one additional day (as determined by the committee). Should a participant at any time of replenishing opt NOT to continue, such action will constitute a withdrawal from the bank, losing any days thus far contributed.

Any participant, once having contributed a day (or more in cases of replenishment), may in no way retrieve any days thus far contributed.

The committee will be as follows:

1. Two participating employees as selected by the unit (or appointed by the President).
2. The Superintendent (or his designee).
3. A member of the Board (or an administrator as so designated by the Board President).
4. The Board Business Official (or his designee).