

Agreement

Between The
Board of Education
of

Lenape Regional High School District

County of Burlington, New Jersey

And The

Lenape District
Custodial Association

LIBRARY
Institute of Management and
Labor Relations

AUG 2 1978

RUTGERS UNIVERSITY

Dated: August 2, 1978

INDEX

Article I	Recognition and Bargaining Unit.....	Page 1
Article II	Negotiation Procedure.....	Page 1
Article III	Policy Development.....	Page 3
Article IV	Grievance Procedures.....	Page 3
Article V	Rights Not Impaired.....	Page 6
Article VI	Emergency and Personal Leave.....	Page 7
Article VII	Sick Leave.....	Page 9
Article VIII	Leaves of Absence.....	Page 10
Article IX	Health Insurance.....	Page 11
Article X	Tax Sheltered Annuity and Federal Teachers Credit Union.....	Page 11
Article XI	Work Skill Improvement.....	Page 11
Article XII	Work Schedule.....	Page 12
Article XIII	Vacancies.....	Page 15
Article XIV	Seniority, R.I.F., Recall.....	Page 15
Article XV	Association Rights and Privileges.....	Page 16
Article XVI	Personnel Records.....	Page 16
Article XVII	Employee Rights and Privileges.....	Page 17
Article XVIII	Employment Procedures.....	Page 17
Article XIX	School Vehicles.....	Page 18
Article XX	Dues Deduction.....	Page 18
Article XXI	Salary Schedule.....	Page 18
Article XXII	Miscellaneous Provisions.....	Page 19
Article XXIII	Duration of Agreement.....	Page 19

This Agreement entered into this day of July, 1978 by and between the Board of Education of Lenape Regional High School District, County of Burlington, New Jersey, hereinafter called the "Board", and the Lenape District Custodial Association, hereinafter called the "Association".

WHEREAS, the Board has an obligation, pursuant to Chapter 123, Public Laws 1974 to negotiate with the Association as the representative of employees hereinafter designated with respect to the terms and conditions of employment, and

WHEREAS, the parties have negotiated and reached certain understandings which they desire to confirm in the Agreement,

It is hereby agreed as follows:

ARTICLE I

RECOGNITION AND BARGAINING UNIT

1.1. The Board hereby recognizes the Association as the exclusive and sole representative for collective negotiation concerning the terms and conditions of employment for all employees as hereinafter defined, employed or to be employed by the Board.

1.2. The term "Employees" as used in this Agreement shall be deemed to mean all full time custodians, maintenance men, matrons, mechanics, warehousemen, warehouse delivery service workers and mechanics helpers. Part time and substitute employees are not considered to be within the province of this Agreement.

1.3. All employees shall be considered as probationary for the first ninety (90) days of their employment. Probationary employees may be disciplined or terminated at any time during their probationary period at the sole discretion of the Board without recourse to the provisions of the grievance procedure in this Agreement.

ARTICLE II

NEGOTIATION PROCEDURE

2.1. The parties agree to enter into collective negotiations over a successor Agreement in accordance with Chapter 123, Public Laws 1974 in a good-faith effort to reach agreement on all matters concerning the terms and conditions of employment. Such negotiations

Article II (con't.)

shall begin not later than October 1 of the calendar year preceding the calendar year in which this Agreement expires. Any Agreement so negotiated shall apply to all employees, be reduced to writing, be signed by the Board and the Association, and be adopted by the Board.

2.2. Neither party in any negotiations shall have any control over the selection of the negotiating representatives of the other party. The parties mutually pledge that their representatives shall be clothed with all necessary power and authority to make proposals, consider proposals and make counter proposals in the course of negotiations.

2.3. Negotiating meetings shall be held between members of the Board and/or their negotiating committee and the negotiating committee of the Association. The Superintendent of Schools and/or his designee will attend such meetings. Neither committee shall be restricted in consulting their parent bodies. No agreement reached as a result of these negotiations can be considered final without the ratification of both parent groups (Board and Association).

2.4. Representatives of the Board and the Association's negotiating committee shall meet upon request of either given in writing to the other and within fourteen (14) days of such request. Other meetings may be held by mutual agreement.

2.5. A party requesting a meeting shall submit to the other, at least three (3) working days prior to the meeting, an agenda in writing covering matters they wish to discuss. These meetings are not intended to by-pass the grievance procedure.

2.6. Except as this Agreement shall hereinafter otherwise provide, all terms and conditions of employment applicable on the effective date of this Agreement to employees covered by this Agreement as established by the rules, regulations and/or policies of the Board in force on said date, shall continue to be so applicable during the term of this Agreement. Unless otherwise provided in this Agreement, nothing contained herein shall be interpreted and/or applied so as to eliminate, reduce nor otherwise detract from any benefit existing prior to its effective date.

2.7. The Board agrees not to negotiate concerning said employees in the negotiating unit as defined in ARTICLE I of this Agreement, with any organization other than the Association for the duration of this Agreement.

Article II (con't.)

2.8. This Agreement incorporates the entire understanding of the parties on all matters which were or could have been the subject of negotiation. During the term of this Agreement neither party shall 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 executed this Agreement.

2.9. This Agreement shall not be modified in whole or part by the parties except by an instrument in writing duly executed by both parties.

2.10. Whenever members of the bargaining unit are mutually scheduled by the parties hereto to participate during working hours in conferences, meetings or in negotiations respecting this collective bargaining agreement, they shall be given the opportunity to make up work time missed.

ARTICLE III

POLICY DEVELOPMENT

THE ASSOCIATION REPRESENTATIVE SHALL MEET WITH THE SUPERINTENDENT OF SCHOOLS AT LEAST ONCE EVERY CALENDAR QUARTER TO REVIEW AND DISCUSS CURRENT PROBLEMS OF MUTUAL INTEREST. EACH PARTY WILL LIMIT ITS REPRESENTATION TO THREE.

ARTICLE IV

GRIEVANCE PROCEDURES

4.1. DEFINITIONS

- a. A "grievance" is a claim based upon an event or condition which affects the terms and conditions of employment of an employee or group of employees and/or the interpretation, meaning or application of any of the provisions of this Agreement.
- b. An "aggrieved employee" is the person or group of employees making the claim.
- c. A "party in interest" is the employee or group of employees making the claim and any employee who might be required to take action or against whom action might be taken in order to resolve the claim.

Article IV (con't)

- d. The term "grievance" and the procedure related thereto, shall not be deemed applicable in the following instances:
- i) A complaint by any employee occasioned by appointment to, retention in, or lack of retention in any position or job assignment made by the Board or its authorized agents.
 - ii) In matters where the Board is without authority to act or are beyond the scope of the Board's authority, or in those matters that are limited to the Board alone.

4.2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with an appropriate member of the administration, and having the grievance adjusted without intervention of the Association, provided the adjustment is not inconsistent with terms of this Agreement and that the Association has been given the opportunity to be present at such adjustment and to state its views.

4.3. PROCEDURES

- a) Since it is important that grievances be processed as rapidly as possible, the number of days indicated 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.
- b) Any employee who feels aggrieved shall first discuss it with his immediate supervisor within ten (10) working days following the date of the condition or event giving rise to the complaint.
- c) If after fifteen (15) working days following the date of the condition or event giving rise to the grievance, the aggrieved employee is not satisfied, or if no decision has been reached by the supervisor, the aggrieved employee may file a written grievance setting forth all the facts necessary to understand and decide the issue(s) involved.
- d) The written grievance as indicated in 4.3(c) shall be presented to the school principal if the grievant is assigned to a school location or to the Director, Personnel Services if the grievant has a district

Article IV (con't)

assignment. The grievance will be answered in writing within five (5) working days.

- c) If the aggrieved employee is not satisfied he may within five (5) working days of the receipt of a response in 4.3(d) file his written grievance with the Superintendent of Schools.
- f) If the grievance is not satisfied within ten (10) working days after presentation to the Superintendent, he shall at the request of the employee or Association, arrange a meeting with the Personnel and Policy Committee of the Board which shall take place within twenty (20) working days.
- g) The grievant shall receive the decision of the Personnel and Policy Committee within ten (10) working days of the meeting.

4.4 GRIEVANCE TO ARBITRATION

- a) If the aggrieved person is not satisfied with the decision of the Board or no decision has been reached within ten (10) working days, then the Association may submit the grievance for arbitration within ten (10) working days after its receipt.
- b) The employee or Association upon electing to submit a grievance to arbitration shall automatically waive all recourse to other remedies or forums which otherwise could be available.
- c) Any terms and conditions of employment not provided for in this Agreement shall not be subject to binding arbitration but may proceed to advisory arbitration.

4.5 An aggrieved person shall, during and notwithstanding the pending of any grievance, continue to observe all assignments and applicable rules and regulations of the Board until such grievance and any affect thereof shall have been duly determined.

4.6 SELECTION OF ARBITRATOR

- a) Either party may request the American Arbitration Association to act as the administrator under the Voluntary Labor Arbitration Rules as set forth by the A.A.A. which shall govern the proceedings.

Article IV (con't.)

4.7 DUTIES OF ARBITRATOR

1. 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.
 - a) Only the Board, the aggrieved and his representatives shall be given copies of the arbitrator's report. This shall be accomplished within 30 days of the completion of the arbitrator's hearings.

4.8 COSTS

- a) The fees and expenses of the arbitrator, including per diem expenses, and actual and necessary travel, subsistence expenses, and the cost of the hearing room shall be borne equally by the Board and the Association. Other expenses incurred shall be paid by the party incurring same.
 - b) Any employee scheduled for appearance at grievance proceedings during his regular working hours shall be given the opportunity to make up work time missed.
- 4.9 All documents, communications and records dealing with the processing of a grievance shall be filed in a separate grievance file and shall not be kept in the personnel file of any of the participants.
- 4.10 All meetings and hearings under this procedure shall not be conducted in public and shall include only such parties in interest and their designated or selected representatives heretofore referred to in this article.
- 4.11 If, in the judgment of the Association, a grievance affects a covered group of employees in the Association, the Association may submit the grievance directly to the Superintendent of Schools.

ARTICLE V

RIGHTS NOT IMPAIRED

- 5.1. Recognition granted hereunder shall not impair the rights under Section 19 of Article I of the New Jersey Constitution.
- 5.2. Nothing contained herein shall be construed to deny or restrict to any employee such rights as he may have under any statute of the State of New Jersey, including Title 18A Education of the New Jersey Statutes or other applicable statutes and regulations.

Article V (con't.)

5.3. The Board, on its own behalf, reserves and retains unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred upon and vested in it by the Laws, regulations, and the Constitution of the State of New Jersey, and of the United States of America.

5.4. Except as expressly provided otherwise in this Agreement, the determination and administration of school policy, the operation and management of the schools, and the direction of employees are vested exclusively in the Board, except as otherwise provided in Chapter 123, Public Law of New Jersey, 1974.

ARTICLE VI

EMERGENCY AND PERSONAL LEAVE

6.1. Every employee will be granted emergency and/or personal leave in the amount described below without salary deduction for urgent personal or emergency reasons.

6.2. Personal leave must be requested and approved by the Superintendent at least five school days in advance of the time for which such leave is requested. Emergency events not predictable five days in advance will be considered immediately.

6.3. Personal leave is not to be used for purposes of pleasure, recreation, job interviews, housework, resting and the like.

6.4. Emergency and Urgent Personal Business is defined as follows:

- a) Religious Holy Days
- b) Death in the immediate family (parents, siblings, spouse and children)
- c) Serious illness in the immediate family (parents, spouse and children)
- d) Emergencies (catastrophies, fires, accidents)
- e) Attending graduation or wedding of a son or daughter.
- f) Court order
- g) Jury duty
- h) Birth of a child to wife
- i) House settlement
- j. Marriage of employee
- k. Unchallenged reason

Article VI (con't.)

6.5. The amount of time Emergency and Personal Leaves may be taken is as follows:

- a) Religious Holy Days - up to two days may be granted in recognition of religious holy days.
- b) Death in Immediate Family - up to three days may be granted in case of death within the immediate family (parents, siblings, spouse and children). One day may be granted in case of death of other close relatives. (Uncle, aunt, grandparent, grandchild and first cousins).
- c) Serious Illness in Immediate Family - up to two days may be granted for illness or injury of immediate family where the presence of the employee is essential. (Spouse and children) A statement may be requested from the attending physician by the Superintendent of Schools.
- d) Emergencies - one day may be granted for emergencies involving catastrophies of fire, wind, and water to the employee's household or possessions.
- e) Graduation, Wedding of Son or Daughter - one day may be granted to attend a graduation or wedding ceremony of a son or daughter, if such ceremony occurs within the time period of a regular school day; or if such ceremony occurs such distance from school that time is needed for travel.
- f) Court Order - the amount of time in court necessary to comply with a court order.
- g) Jury Duty - the Board will pay the difference between jury pay and the average daily earnings of such employee. The employee must present a completed form as proof of jury duty which is obtained from the Court at the time of service.
- h) Birth of Child to Wife - Two, not in succession, may be granted during the day of the birth of a child to employee's wife and a day for transportation of wife and child home from hospital.
- i) House settlement - one day may be granted for settlement of house purchase.
- j) Marriage of Employee - one day may be granted on day of wedding.
- k) Unchallenged reason - one day may be granted for an unchallenged reason. This personal day may not be used on a school day immediately preceding or following school calendar holidays, and by not more than 15% of the employees at a given time.

Article VI (con't)

6.6. An employee may not receive more than three emergency or personal leave days during the period of a given school year, except Article 6.5b, whereupon three (3) days will be granted over and above the limits placed in this Article.

6.7. Emergency or personal leave is in no way accumulative.

6.8. Other requests for emergency or personal leave, without pay, shall be at the discretion of the Superintendent as approved by the Board.

ARTICLE VII

SICK LEAVE

7.1. The Board shall provide ten (10) sick leave days per year without loss of pay for all covered employees. Unused sick leave days are to accumulate as long as the employee is employed in the District. (The Board shall provide twelve (12) sick days per year to all employees on 12 month contracts.)

7.2. On missed days beyond accrued sick leave: (a) employees contracted for twelve months will have deducted 1/240th of their salary for each day of absence in excess of the total of their accrued sick leave. (b) employees contracted for ten months will have deducted 1/200th of their contracted salary for each day of absence in excess of the total of their accrued sick leave.

7.3. Employees taking five (5) consecutive sick days may present a physician's certificate attesting to capability to perform job duties and signifying freedom from any communicable disease. If this is not accomplished the school medical examiner will make the examination within two (2) school days of the return to school at no cost to the employee. Any employee being absent for other than legitimate use of sick and personal leave as contained in this Agreement, or without direct approval of the school Administration, shall not be paid for non-fulfillment of contract in proportion to the amount of time said absence occurred.

7.4. By September 15th of each year, each employee shall be apprised of unused sick leave including the twelve (12) or ten (10) days for the current year. This information is to be provided on an appropriate form which shall be kept on file by the Secretary of the Board for a duration of at least one year.

Article VII (con't.)

7.5. Staff members beginning after the September starting date will accrue sick leave at the rate of one day per month for the remainder of that school year.

7.6. Payment in the amount of \$3.00 per day for unused sick leave will be made to an employee who receives a pension immediately upon retiring from service in accordance with conditions of the Pension and Annuity Fund, and pursuant to law.

ARTICLE VIII

LEAVES OF ABSENCE

8.1. Maternity Leave

The Board shall grant maternity leave, without pay, to any employee upon request subject to the following stipulations and limitations:

1. The leave shall commence on the date requested by the employee.
 - a) Employee shall give at least thirty (30) days notice of intent prior to beginning of leave.
 - b) The employee must present a physician's certification indicating her ability to properly perform her required duties until the intended date of leave.
2. The length of leave shall be up to fifteen (15) calendar months.
 - a) The employee shall give at least thirty (30) days notice prior to date of expected return.
 - b) The Board may grant an extension for a reasonable length of time.

8.2. Personal Leaves

The Board may grant to employees with more than two (2) years of seniority a leave without pay, not to exceed twelve (12) months for personal reasons subject to the following:

- a) Employee must present a statement of his reasons which is subject to review by the Superintendent and the Board.
- b) The return from leave must coincide with the beginning of either the budget or school year, i.e. (July 1st or September 1st).

Article VIII (con't)

8.3. Return from Leave

- a) Upon return, the employee shall be reinstated to the same or similar position from which he left.
- b) Advancement on the salary guide shall be based on the commencement of leave.
 1. Employee shall be granted a half step if he works more than one hundred ten (110) days.
 2. Employee shall be granted a whole step if he works one hundred sixty-five (165) days or more.

ARTICLE IX

HEALTH INSURANCE

9.1. The state health benefits plan providing for Blue Cross, Blue Shield, Rider J and Major Medical coverage will be provided on a full share, no cost basis to the employee and his family.

9.2. The New Jersey Blue Shield Prescription Drug coverage shall be provided on a no cost basis to the employee and his family.

9.3. Equivalent monetary coverage as defined in 9.1 will be granted toward Health Maintenance Organization coverage (NJSA 26:2J-1 et seq).

ARTICLE X

TAX SHELTERED ANNUITY AND FEDERAL TEACHERS CREDIT UNION

10.1. The Board shall authorize a salary deduction for the purpose of a tax sheltered annuity program. Under the law, this is the only obligation on the part of the Board.

10.2. The Board shall authorize a salary deduction for the Burlington County Federal Teachers Credit Union.

ARTICLE XI

WORK SKILL IMPROVEMENT

The covered employee attending an accredited school, enrolled in a course or courses, shall be reimbursed by the Board according to the following criteria:

Article XI (con't.)

11.1. The courses to be taken should be to improve the covered employee's ability to perform in his duties and be related to his field of employment and be approved by the Superintendent of Schools.

11.2. A preliminary request for reimbursement must be made on a form provided by the Office of the Superintendent three (3) weeks prior to enrollment in the course or courses.

11.3. The Board agrees to pay a sum of \$100.00 per year to covered employees engaged in approved study during the school year or summer providing they are currently employed by the District. Subject to the following conditions:

- a) The cost of tuition, registration and fees paid to the school shall be reimbursed at the exact cost but not exceeding the \$100.00 limit. Any cost beyond the established limit will not be reimbursed.
- b) Reimbursement shall be based upon the furnishing of satisfactory proof of payment to the school and the submission of an official statement of satisfactory completion of the course.

11.4. The Board will limit the total amount of funds expended for this Article to \$2,500.00 for the contract year 1978-79.

ARTICLE XII

WORK SCHEDULE

12.1. Holidays

The work year schedule of employees shall be as follows:

- a. Independence Day
- b. Labor Day
- c. *Veterans' Day
- d. *Thanksgiving Day and the day after
- e. **Christmas Day plus the day before and day after
- f. New Year's Day
- g. *President's Day
- h. Good Friday
- i. *Memorial Day
- j. *Martin Luther King Day

*If school is in session on these days, all employees will be scheduled to work on a regular work day basis.

**When these days occur on regular work days.

Article XII (con't.)

12.1a When members of the unit are required to work on an indicated holiday as a result of a make up of a day for inclement weather, they will receive a compensatory day off of their choice subject to the following:

- a) No more than two employees per building on any one day.
- b) Selection for these days shall be based on seniority (by building).
- c) All such days must be taken prior to the close of the school year.

12.2. Work Hours (Day Shift)

- a)
 - 1. The work day shall consist of eight (8) hours excluding a 30 minute (uninterrupted) lunch hour.
 - 2. Work Hours (Middle and Night Shifts)
The work day shall consist of 7½ hours excluding a 30 minute (uninterrupted) lunch hour.
- b) Summer and School Vacation Work Hours:
 - 1. Summer and school vacation work hours will be consistent with 12.2 (a) except that during these times, one week's notice will be given when shift changes are made.
- c) Coffee Breaks
 - 1. Two uninterrupted periods of 15 minutes (one in first half of work day and the other in the second half) will be allowed.

12.3. Overtime

Overtime: defined as any time spent over forty (40) hours per week at regular duties or other assigned duties, consistent with this Agreement, either before/after regular daily work hours; or any day other than provided in the regular work year.

- 1. Overtime work will be allocated based on a listing of employees, by school, by job classification and by alphabet. The overtime work will be offered to this list and if employee is called and not available his name will move to bottom of list. If no employee volunteers to work, supervisor may assign employee based upon his judgment.

Article XII (con't.)

2. All overtime will be rounded to the nearest $\frac{1}{2}$ hour at the end of each pay period. This will be reimbursed at the rate of time and one-half the pro-rated hourly salary.
3. All overtime remuneration shall be at the proper rate and consistent with the Fair Labor Standards Act USCA 29:201 et seq.
4. If a covered employee is called in from off duty status to work overtime a minimum of four (4) hours work shall be guaranteed.

12.4 VACATION SCHEDULE

Twelve month employees shall be granted vacations based on the length of continuous service to the school district.

- a) For employees hired subsequent to July 1st and before June 30th, the following will apply:
 1. One (1) vacation day will be earned for each five (5) calendar weeks worked.
 2. Earned vacation days cannot be taken until after June 30th following the initial date of employment.
 3. No partial work year will be credited toward time factors established for future vacation eligibility.
- b) Employees who have completed by June 30th one but less than five (5) full years of service will be eligible for ten (10) days vacation.
- c) Employees who have completed 5 but less than twelve (12) full years of service by June 30th will be eligible for fifteen (15) days vacation.
- d) Employees who have completed 12 full years of service by June 30th will be eligible for twenty (20) days vacation.

ARTICLE XIII

VACANCIES

13.1. All notices for job vacancies and/or promotions within the negotiating unit or its supervisory staff shall be posted in departmental work locations as soon as possible.

13.2. Employees who desire to apply for a vacancy in another location or another shift may file a written statement of such desire with the Superintendent or his designee.

13.3. All qualified employees covered by this agreement shall be given adequate opportunity to make application for vacancies and no positions shall be filled until all properly submitted applications have been considered. The Board agrees to give due weight to the background and attainments of all applicants. In filling such vacancies, preference shall be given to qualified employees already employed by the Board and when all other factors are substantially equal, length of time in the Lenape Regional High School District shall be the deciding factor. Announcements of appointments within the unit or its supervisory staff will be forwarded to the Association.

ARTICLE XIV

SENIORITY, R.I.F., RECALL

14.1. School district seniority is defined as continuous service by appointed employees in the School District in the collective bargaining unit covered by this Agreement.

14.2. In the event of a reduction in force, the employees shall be laid off in the inverse order of district seniority according to job title and consistent with 18A:17-4.

14.3. Laid off employees will be placed on a recall list for a period of one year. In the event of a job opening in the job title on a recall list, the person(s) with the highest seniority will be offered the position by an offer sent certified mail to the person's last address. Failure to reply within five (5) working days of the receipt of such notification or a subsequent failure to report for work shall result in a removal of employee's name from the recall list.

ARTICLE XV

ASSOCIATION RIGHTS AND PRIVILEGES

15.1. The Board recognizes the right of the Association to have made available to it by the Secretary of the Board, all public information appropriate to the Association's role.

15.2. Representatives of the Association shall be permitted to transact official Association business on school property at all reasonable times provided that this shall not interfere with or interrupt normal school district business.

15.3. The Association and its representatives shall have the right to use school facilities at all reasonable hours for meetings provided that they use the regular building usage procedures as defined by Board policy.

15.4. The Association shall have the right to use school equipment including typewriters and duplicating machines when such equipment is not otherwise in use. Mail facilities and school mail boxes may be used to communicate with the Association's membership. The Association shall pay for the reasonable cost of all materials and supplies incident to such use.

15.5. Whenever any employee is required to appear before the Superintendent, Board, or any Committee thereof concerning any matter which could result in the termination of his employment, he shall be given prior written notice of such meeting and shall be entitled to have a representative of the Association present to represent and advise him.

ARTICLE XVI

PERSONNEL RECORDS

a) Any complaint regarding an employee's conduct, service or work performance which does or may influence his evaluation or work performance will be brought to the attention of the employee.

b) No written material which is derogatory to an employee will be placed in his file without his review. He shall sign the material to acknowledge he has seen it and may attach a written rebuttal. His signature merely acknowledges his awareness of the material.

ARTICLE XVII

EMPLOYEE RIGHTS AND PRIVILEGES

17.1. The parties recognize the right of every employee within the bargaining unit to join and support or to refuse to join and support the Association. Both parties agree that they shall not directly or indirectly coerce an employee in the exercise of his rights conferred by the New Jersey Public Employer-Employee Relations Act.

17.2. No employee shall be suspended, terminated, or reduced in compensation without just cause. Any such termination, suspension or reduction in compensation shall be subject to the Grievance Procedure.

17.3. Each newly hired employee will be provided with a copy of the existing contract. The Association will be informed of each new appointment.

ARTICLE XVIII

EMPLOYMENT PROCEDURES

18.1 Resignations

1. Any employee who is resigning from his position shall give fifteen (15) days notice.
2. Earned vacation time shall be paid according to the proportion of full months worked to the total contract year.

18.2. Notification of Continued Employment

1. Each covered employee will be notified by May 30th of each year whether subsequent employment will be offered

18.3. Dismissal Procedure

1. An employee who has received a written unsatisfactory evaluation in the performance of his job assignment shall be placed on probation for a period of thirty (30) working days to overcome the noted deficiencies. Such notification shall include specific written recommendations indicating said need for improvement. There shall be at least three (3) written evaluations accomplished at intervals not to exceed ten (10) days during the probationary period.

Article XVIII (con't.)

2. Improvement must be apparent and completely acceptable within the thirty (30) working day period. Failure to satisfactorily perform the job assignment as expected may result in a recommendation for dismissal.
3. Dismissal for job performance shall follow the above procedure. It is specifically understood that the Board has the right and responsibility to take any action deemed necessary in retention and/or non-retention in matters other than job performance.

ARTICLE XIX

SCHOOL VEHICLES

19.1 Covered employee shall have the right to apply for available assignments to drive school vehicles, provided that such employment does not interfere with the performance of his job during his assigned working hours.

Employment under this provision shall be given to a covered employee only through a separate contract.

ARTICLE XX

DUES DEDUCTION

20.1 The Board agrees to deduct from the salaries of its employees dues for the L.D.C.A. and the New Jersey Education Association or the National Education Association, or any one or any combination of such Associations as said employees individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 233 N.J. Public Laws of 1969 (NJSA 52:14-15.9e).

Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues. Any Association which shall change the rate of its membership dues shall give the Board ninety (90) days written notice prior to the effective date of such change.

ARTICLE XXI

SALARY SCHEDULE

21.1 The salary of each employee covered by this Agreement is set forth in the schedules which are attached hereto and made a part hereof:

Schedule "A"	1978-79
Schedule "B"	1979-80
Schedule "C"	1980-81

ARTICLE XXII

MISCELLANEOUS PROVISIONS

22.1. This Agreement shall be construed as though it were a board policy for the term of this Agreement and the Board shall carry out the commitments contained herein and give them full force and effect as though they were a board policy.

22.2. 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 provision or applications shall continue in full force and effect.

22.3. Any individual contract between the Board and an individual employee, heretofore or hereafter executed, shall be subject to and consistent with the terms and conditions of this Agreement. If an individual contract contains any language inconsistent with this Agreement, this Agreement, during its duration, shall be controlling.

22.4. In consideration of this Agreement the Association agrees they will not cause, sponsor, and participate in any strike, engage in any work stoppage, work slow down, or cause any sanction to be brought against the Board of Education of the Lenape Regional High School District during the term of this Agreement.

22.5. Copies of this Agreement shall be printed at the expense of the board, after agreement between parties on the format, and shall be distributed to all such employees employed by the Board.

ARTICLE XXIII

DURATION OF AGREEMENT

23.1. The provisions of Article I hereof "Recognition and Bargaining Unit", shall be effective upon the date of signing this Agreement, and all other provisions of this Agreement shall be effective as of July 1, 1978 and shall continue in effect until June 30, 1981. The following amendments will be effective as indicated:

- a) For the 1979-80 contract year and continuing, Article 7.6 will indicate a \$6.00 per day rate.
- b) For the 1980-81 contract year and continuing, Article 12.4 (d) will indicate "Employees who have completed 10 full years of service by June 30th will be eligible for twenty (20) days vacation."

In Witness Whereof, the Board has caused this Agreement to be signed by its President, attested by its Secretary and its corporate seal to be placed hereon and the Association has caused this Agreement to be signed by its President and Secretary.

BOARD OF EDUCATION OF LENAPE REGIONAL HIGH
SCHOOL DISTRICT

Attest: Maithy C. Gove By: James E. Brewer
Secretary President

LENAPE DISTRICT CUSTODIAL ASSOCIATION

Attest: _____ By: _____
Secretary President

SCHEDULE A

LENAPE REGIONAL HIGH SCHOOL DISTRICT
CUSTODIAL SALARY GUIDE 1978-79

STEP	MAIN-TENANCE	WORKING FOREMAN	CUSTODIAN	MATRON	WAREHOUSEMAN	WAREHOUSE SERV. WORKER	HEAD MECHANIC	MECHANIC	MECHANIC HELPER
1	9650	8525	8075	6075	12,800	7700	13,175	11,725	7600
2	9875	8750	8300	6300	13,200		13,525	12,025	
3	10,100	8975	8525	6525	13,600		13,875	12,325	
4	10,475	9200	8750	6750	14,000		14,225	12,625	
5	10,650	9425	8975	6975	14,400		14,575	12,925	
6	10,925	9650	9200	7200			14,925	13,225	
7		9875	9425	7425					
8		10,100	9650						
9		10,375	9925						
10		10,650	10,200						
11			10,475						

SCHEDULE B

LENAPE REGIONAL HIGH SCHOOL DISTRICT
Custodial Salary Guide 1979-80

STEP	MAIN- TENANCE	WORKING FOREMAN	CUSTODIAN	MATRON	WARE HOUSEMAN	WAREHOUSE SERV. WORKER	HEAD MECHANIC	MECHANIC	MECHANIC HELPER
1	10,225	9,100	8,650	6,650	13,200	8,275	13,625	12,225	8,175
2	10,450	9,325	8,875	6,875	13,600	8,500	13,975	12,525	8,400
3	10,675	9,550	9,100	7,100	14,000		14,325	12,825	
4	10,900	9,775	9,325	7,325	14,400		14,675	13,125	
5	11,275	10,000	9,550	7,550	14,800		15,025	13,425	
6	11,450	10,225	9,775	7,775	15,200		15,375	13,725	
7	11,725	10,450	10,000	8,000			15,725	14,025	
8		10,675	10,225	8,225					
9		10,900	10,450						
10		11,175	10,725						
11		11,450	11,000						
12			11,275						

SCHEDULE C

LENAPE REGIONAL HIGH SCHOOL DISTRICT
Custodial Salary Guide 1980-81

STEP	MAIN-TENANCE	WORKING FOREMAN	CUSTODIAN	MATRON	WARE HOUSEMAN	WAREHOUSE SERV. WORKER	HEAD MECHANIC	MECHANIC	MECHANIC HELPER
1	10,800	9,675	9,225	7,225	13,600	8,850	14,075	12,725	8,750
2	11,025	9,900	9,450	7,450	14,000	9,075	14,425	13,025	8,975
3	11,250	10,125	9,675	7,675	14,400	9,300	14,775	13,325	9,200
4	11,475	10,350	9,900	7,900	14,800		15,125	13,625	
5	11,700	10,575	10,125	8,125	15,200		15,475	13,925	
6	12,075	10,800	10,350	8,350	15,600		15,825	14,225	
7	12,250	11,025	10,575	8,575	16,000		16,175	14,525	
8	12,525	11,250	10,800	8,800			16,525	14,825	
9		11,475	11,025	9,025					
10		11,700	11,250						
11		11,975	11,525						
12		12,250	11,800						
13			12,075						