

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL 68-68A-68B, AFL-CIO

AND

**BOARD OF EDUCATION OF THE TOWN OF WEST
ORANGE,**

IN THE

COUNTY OF ESSEX

COVERING

(CUSTODIANS/MAINTENANCE)

HEAD CUSTODIANS

UTILITY

FULL TIME BUS DRIVERS

JULY 1, 2007 – JUNE 30, 2011

<u>ARTICLE</u>		<u>PAGE</u>
I	Recognition.....	3
II	Separability.....	4
III	Insurance.....	5
IV	Seniority Rights.....	6
V	Tenure and Probationary Period.....	6
VI	Salaries, Hours of Work and Overtime.....	7
VII	Longevity.....	9
VIII	Vacations, Holidays, and Employee Absences.....	9
IX	Check-off of Union Dues.....	10
X	Board Rights.....	12
XI	Grievance Procedures.....	12
XII	Job Posting.....	15
XIII	Fireman's License.....	15
XIV	School Bus Drivers' License and Eye Exam.....	16
XV	Uniforms and Foul Weather Gear.....	16
XVI	Inspection of Vehicles.....	16
XVII	Payment for Unused Sick Leave.....	17
XVIII	Subcontracting.....	17
XIX	Pay Checks.....	18
XX	Duration of Agreement.....	18
 <u>APPENDIX</u>		
A-1	Leaves of Absences.....	20
A-2	<u>Salary Guides</u>	
	Maintenance & Custodians.....	23
	Utility & Full Time Bus Drivers.....	24
	Head Custodians.....	25
A-3	Dental Coverage.....	26

THIS AGREEMENT, made this day of July, 2007, by and between the **BOARD OF EDUCATION OF THE TOWNSHIP OF WEST ORANGE, IN THE COUNTY OF ESSEX**, hereinafter referred to as the "Board", and the **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 68-68A-68B**, hereinafter referred to as the "Union".

WHEREAS, the Board and the Union have carried on negotiations in order to implement the provision of N.J.S.A. 34:13A-5.1 et seq., (New Jersey Employer-Employee Relations Act), and to encourage and increase the effective and harmonious working relationships between the parties hereto; and

WHEREAS, as a result of collective negotiations, the parties have reached certain agreements with respect to a collective negotiations agreement;

NOW, THEREFORE, in consideration of covenants hereinafter contained, it is mutually understood and agreed as follows:

ARTICLE I - RECOGNITION

- A. The Board recognizes the Union as the majority representative in accordance with N.J.S.A. 34:13A-1 et seq., for the employees of the Board in the following appropriate unit:
1. All employees in the classification of Head Custodian, Custodian, full-time Bus Driver, Utility Worker and Maintenance, excluding all executive, clerical and professional personnel.

B. Any of the rights, power or authority the Board had when there were no collective bargaining representation are retained by the Board and may be exercised without prior notice to or consultation with the Union except those specifically abridged or modified by this Agreement. The Board retains the right to institute time clocks and appropriate procedures for use of same during the course of this Agreement.

ARTICLE II - SEPARABILITY

It is the intent of the parties hereto to abide by all applicable statutes covering the subject matter of this Agreement. Should any provision or provisions of the Agreement be declared illegal or contrary to any statute, all other provisions of the Agreement shall remain in full force and effect, and substitutions for the invalidated provision or provisions shall be immediately negotiated.

The employees within the Bargaining Unit agree to perform their duties under the direction of their respective supervisors and in accordance with this Agreement, the rules, regulations, policies and by-laws of the Board, the State Board of Education and the statutes pertinent thereto.

The parties agree that all negotiable items have been discussed during the negotiations leading to this Agreement, and therefore agree that negotiations will not be reopened on any item, whether contained herein or not, during the life of this Agreement.

ARTICLE III - INSURANCE

A. The Board shall provide the Blue Select Program (PPO) with the following prescription deductible.

	<u>Name Brand</u>	<u>Generic</u>	<u>Mail Order</u>
7/1/99:	\$6.00	\$3.00	\$2.00
7/1/00:	\$7.00	\$4.00	\$2.00
7/1/01:	\$8.00	\$5.00	\$2.00
7/1/02:	\$9.00	\$5.00	\$2.00

All employees choosing not to have health insurance shall receive from the West Orange Board of Education, a lump sum of \$2,500 per year. Employees choosing not to receive coverage shall be eligible to resume coverage on the 1st of each month.

The Board shall provide the existing District wide dental insurance program as described on Appendix A-3, which is annexed hereto and made a part hereof.

B. If, during the term of this Agreement, the Board should change the insurance coverage's described in Paragraph A. above, the parties agree to reopen this Agreement solely for the purpose of negotiating as to whether, when and to what extent such change should be applicable to the employees in the unit.

C. If during the term of this Agreement, (July 1, 2007 through June 30, 2011) the West Orange Education Association agrees to health benefits provisions that are less or more than what the union members were to receive during the Union's contract period, the union contract shall be amended to reflect such changes effective the same date as the new West Orange Education Association contract.

ARTICLE IV - SENIORITY RIGHTS

Seniority rights for tenure employees shall be as set forth in N.J.S.A. 18A:17-4.

ARTICLE V - TENURE AND PROBATIONARY PERIOD

- A. All tenure-eligible employees who have been employed for a period of three (3) consecutive calendar years shall be given an appointment for an unfixed term so that tenure may be acquired in accordance with N.J.S.A. 18A:17-3. All other tenure-eligible employees will be give a similar appointment upon the completion of three (3) consecutive calendar years on the third anniversary of their employment date. Time spent on leaves of absence shall not be included in computing said three (3) year period.
- B. It is expressly understood and agreed that the provisions in the Agreement relating to fringe benefits will not be applicable to newly hired employees who are subject to the ninety (90) day probationary period, subject, however to provisions of law and any contract between the Board and its insurance carrier.
- C. All newly hired employees shall be given a contract for a fixed term to run from the date of hiring to the following June 30. A copy of said contract is attached hereto and marked Appendix "A-4". All newly hired employees shall be subject to a ninety (90) day probationary period. During this period of ninety (90) days, the employee shall be subject to immediate dismissal. The thirty (30) day period set forth in Paragraph 1 of Appendix "A-4" shall not apply to probationary employees. Employees who successfully complete their probationary period shall at the conclusion of such ninety (90) day period be appointed as regular employees of the District; it being expressly understood, however, that such appointment refers only to a regular appointment on a year-to-year basis until the requisite service period

for tenure accrual has elapsed, and does not constitute a tenured, unfixed term appointment.

ARTICLE VI - SALARIES, HOURS OF WORK AND OVERTIME

A. The normal work week shall consist of forty (40) hours and shall be from Monday to Friday for all bargaining unit employees. Any proposed change of a bargaining unit employee's work schedule shall first be discussed between the Superintendent of Schools, the employee, and the Local 68 Business Representative, prior to any change being made. It is understood that a proposed change in the work schedule would be defined as a change in normal working hours for that employee to a different permanent schedule.

All work in excess of forty (40) hours in any one week shall be considered overtime, payable at time and one-half (1-1/2) of the employee's normal rate of pay. Excused absence shall be considered as time worked for the purpose of computing overtime. Overtime for full-time bus drivers shall be distributed based on low employee hours according to the overtime roster maintained by the shop steward for all bus drivers, whether full or part-time, in accordance with the provisions of the part-time bus drivers contract.

B. Any employee who is required to report to work on a Saturday, Sunday, or holiday (as defined in the attached holiday calendar), or is called back to work for any emergency, shall be granted a minimum of three (3) hours' pay for each of said call-ins. If the call-in meets the requirements for payment of overtime set forth in paragraph A. of this Article VI, then the three (3) hours' pay granted the employee shall be at the applicable overtime rate.

C. The work week will be computed from 12:01 A.M. Sunday to 12:00 P.M. Saturday.

- D. It is expected that an employee will work reasonable overtime when requested to do so.
- E. Salaries of all employees covered by this Agreement for the school years 2007-08, 2008-09, 2009-10, and 2010-11 shall be as set forth in Appendix "A-2", which is annexed hereto and made a part hereof. Effective July 1, 1993, night differential pay shall be paid at the rate of \$580 per year; Effective July 1, 1993, the differential for the middle shift will be \$285 per year.
- Said salary schedule is subject to voter approval at the annual budget election, and shall be administered according to the Board's Rules and Regulations.
- F. Employees utilized in a temporary assignment at a higher classification shall be compensated at the following hourly rates:
- (1) Maintenance: - an additional \$0.85 per hour over and above the employee's applicable hourly base pay rate - rate to be effective after five (5) consecutive work days in the temporary assignment, retroactive to the first work day of the assignment.
 - (2) Head Custodian: - an additional \$0.75 per hour over and above the employee's applicable hourly base pay rate - rate to be effective after twenty (20) consecutive work days in the temporary assignment, retroactive to the first work day of the assignment.
 - (3) Utility Worker: - an additional \$0.50 per hour over and above the employee's applicable hourly base pay rate - rate to be effective after twenty (20) consecutive work days in the temporary assignment, retroactive to the first work day of the assignment.

G. The Board agrees to guarantee five (5) hours pay for each employee who has a regular scheduled run in the summer months, regardless of actual amount of time employee spends on his or her runs.

ARTICLE VII - LONGEVITY

Employees who have completed the following specified years of service in the West Orange School District shall have the following stated longevity compensation amounts added to their regular annual salary, prorated from the relevant service completion anniversary date:

	<u>7/01/07</u>	<u>7/01/08</u>	<u>7/01/09</u>	<u>7/01/10</u>
Completion of 14-18 years of service	3,248.00	3,373.00	3,498.00	3,623.00
Completion of 19-23 years of service	4,243.00	4,368.00	4,493.00	4,618.00
Completion of 24-28 years of service	5,348.00	5,473.00	5,598.00	5,723.00
Completion of 29 years or more	6,399.00	6,524.00	6,649.00	6,774.00

ARTICLE VIII - VACATIONS, HOLIDAYS, AND EMPLOYEE ABSENCES

A. All employees covered by this Agreement shall be granted earned vacation in accordance with the following schedule:

- (1) Employees with less than one (1) year of service by June 30 shall be granted one (1) working day for each month of employment before June 30, not to exceed ten (10) days. Employment in the first month must begin prior to the sixteenth (16th) day of the month to allow credit for vacation.
- (2) An annual vacation of ten (10) working days after completion of one (1) to five (5) years satisfactory service.
- (3) An annual vacation of fifteen (15) working days after completion of five (5) to eight (8) years satisfactory service.

- (4) Those who complete more than eight (8) years of service by June 30 of any year will become eligible for twenty (20) days of annual vacation. Said vacation will be taken at times which are approved by the Superintendent of Buildings and Grounds.
 - (5) Effective July 1, 1989, employees who have completed more than twenty (20) years of service by June 30 of any year will become eligible for twenty-two (22) days of annual vacation. Said vacation will be taken at times which are approved by the Superintendent of Buildings and Grounds.
- B. Custodians may take one week's vacation during the winter months when schools are not in session, with approval of the Superintendent of Buildings and Grounds, provided that adequate staffing is available in each building during such requested vacation time.
- C. Fourteen (14) holidays shall be granted each year during the period July 1 - June 30, the dates to be set forth in a holiday calendar established by the Board of Education and attached hereto for reference purposes only. Effective July 1, 1989, fourteen (14) holidays shall be granted each year during the period July 1 - June 30, the dates to be set forth in a holiday calendar established by the Board of Education and attached hereto for reference purposes only. Employees shall be granted absences from employment as presently established by and subject to the Board's Rules and Regulations (attached as Appendix "A-1" for reference).

ARTICLE IX - CHECK-OFF OF UNION DUES

- A. The Board agrees to deduct monthly union dues from the wages of employees covered by this Agreement who are members of the Union and who individually and voluntarily sign an authorization card for such deductions. The parties agree that the check-off authorization card shall be as prescribed by N.J.S.A. 52:14-15.9e.

The Board will remit to the Union all deducted dues monies no later than the 15th of the month following the month for which dues were deducted. If dues remittances have not been received by the Union in full within 30 days from the 15th of the month following the month for which the dues were deducted, then following written notice and an additional ten (10) day opportunity to cure, the Union may bypass the grievance procedure and file directly for arbitration. Notwithstanding anything in this Agreement to the contrary, if the Arbitrator finds that the Board was delinquent in transmitting deducted dues payments to the Union, the Arbitrator shall award interest, 10% of the delinquent amount to the Award as liquidated damages, and shall hold the Board liable for the full cost of the Arbitration, including the Union's attorney fees.

- B. In making deductions the Board shall rely upon the most recent communication from the Union as to the rate of the monthly dues. The Union agrees to indemnify and save the Board harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken in respect to deduction of dues and initiation fees made pursuant to the provision of this Article.
- C. Any employee who is not a member of the Union shall pay a representation fee in lieu of dues for services rendered by the Union. Such representation fee shall be paid and administered pursuant to the requirements of New Jersey law and, in no event, shall such representation fee exceed the legal maximum allowance percentage of the regular membership dues, fees, and assessments. Membership in the Union is available to all employees on an equal basis and the Union has established and maintained a demand and return system which complies with Section 2(c) and 3 of the Act. The payroll deductions for such representation fees shall be made pursuant to the procedure applicable in the district to salary deductions.

- D. The Union agrees to indemnify and save the Board harmless from any damages or expenses, including attorneys' fees, which may be incurred by the Board as the result of claims made by an employee relating to this Paragraph and any payroll deductions made hereunder, provided that:
- (1) The Board gives the Union timely notice in writing of any claim, demand, suit or other form of liability in regard to which it will seek to implement this Paragraph; and
 - (2) If the Union so requests in writing the Board will surrender to it full responsibility for the defense of such claim, demand, suit or other form of liability and will cooperate fully with the Union in the defense of the claim.

ARTICLE X - BOARD RIGHTS

The Union acknowledges the right of the Board to alter and amend its rules concerning the operation of the schools, based upon educational needs. The Board agrees, however, that it will not alter the basic financial terms of this contract, specifically (a) Compensation, (b) Sick Days, (c) Personal Days, (d) Vacations and (e) Insurance Protection during the term of this Agreement without making appropriate adjustments as to these basic financial terms, with the employees covered by this Agreement.

ARTICLE XI - GRIEVANCE PROCEDURE

The following grievance procedure is hereby established:

- A. If any employee has a problem or complaint, he or she shall discuss it informally with his or her immediate supervisor prior to filing a formal grievance pursuant to the Article.
- B. For the purpose of this Agreement, the term "Grievance" shall mean any dispute between the Board and the Union, or between the Board and any employee within

the bargaining unit, concerning the meaning and application of the provisions of this Agreement.

- C. Grievances to be considered hereunder must be submitted no later than five (5) working days after the alleged grievance has arisen and if not so submitted shall be waived. Grievance will be handled according to the following procedure:

STEP 1

The grievance shall be submitted by the aggrieved employee to the Immediate Supervisor in writing on a form to be provided by the Board. This form will provide copies of the grievance for the aggrieved and for the Union. If the matter is not satisfactorily settled in this stage within five (5) working days after presentation of the grievance, it may within two (2) more working days be referred to the Superintendent of Buildings and Grounds. If the grievance pertains only to a situation involving a building which is administered by a Building Principal, then in that event the grievance shall go from the immediate supervisor as aforesaid to the Principal of the particular building involved, If the matter is not satisfactorily settled at this stage within five (5) working days after submission to the Principal, it may, within two (2) more working days be referred to the Superintendent of Buildings and Grounds.

STEP 2

The employee and the Union official (if the employee so desires) may meet with the Superintendent of Buildings and Grounds for the purpose of discussing the grievance. The Superintendent of Buildings and Grounds shall give his reply within ten (10) working days following presentation of the grievance. If the grievance is not settled at Step 2, the grievance, within five (5) working days, may be referred to Step 3.

STEP 3

The aggrieved employee and a Union official (if the employee so desires) may meet with the Superintendent of Schools or his designee for the purpose of discussing the grievance. The Superintendent of Schools or his designee shall give his reply within ten (10) working days following the meeting.

STEP 4

If the aggrieved employee is dissatisfied with the response of the Superintendent of Schools or his designee, such grievance or grievances may be taken to arbitration. The parties shall be bound by the rules and procedures of the American Arbitration Association. The power and authority of the impartial arbitrator shall be limited to the construction and interpretation of this Agreement as applied to the subject of the particular grievance involved. He shall have no authority or power to add to, delete, disregard, or modify any of the provision of this Agreement. The decision of the impartial arbitrator shall be final and binding upon the parties. Arbitration, if any, shall be held in New Jersey.

- D. It is expressly understood and agreed that in addition to the exclusion from the provisions of the grievance and arbitration clause which are contained elsewhere in the Agreement, the following are not subject to the grievance and arbitration provision of this Agreement:
- 1) Matters where a method of review is prescribed by law, or by any rule, regulation or by-law of the State Commissioner of Education or the State Board of Education.
 - 2) Matters where the Board is without authority to act.
 - 3) Matters involving the sole and unlimited discretion of the Board; except as modified by this Agreement.

- 4) Matters where the discretion of the Board may not be unlimited, but where, after the exercise of such discretion, a further review of the Board's action is available to employees under provisions of State Law.
- E. The expenses and fees incident to the services of the impartial arbitrator shall be jointly paid by the Board and the Union.
- F. Either the Board or the Union may utilize the service of any suitable consultant for assistance in arbitration. The cost of such service shall be borne fully by the party utilizing the same.

ARTICLE XII - JOB POSTING

All notices of job opportunities within the bargaining unit (as defined in Article 1) shall be posted in all schools and the Administrative Office, a reasonable time in advance of interviewing. A copy of said notice shall be sent to the Union.

ARTICLE XIII - FIREMAN'S LICENSE

Each Head Custodian, Custodian, and Maintenance Man possessing a New Jersey's Fireman's License hired prior to July 1, 1999 shall receive a \$1,000.00 annual stipend as of July 1, 2007. As of July 1, 2008, employees shall receive a \$1,050.00.00 New Jersey's Fireman's License annual stipend. As of July 1, 2009, employees shall receive a \$1,100.00 New Jersey's Fireman's License annual stipend and as of July 1, 2010, employees shall receive a \$1,150.00 New Jersey's Fireman's License annual stipend. Employees hired after July 1, 1999 shall receive a \$550.00 annual stipend as of July 1, 2007. As of July 1, 2008, employees shall receive a \$600.00 New Jersey's Fireman's License annual stipend. As of July 1, 2009, employees shall receive a \$650.00 New Jersey's Fireman's License annual stipend and as of July 1, 2010, employees shall receive a \$700.00 New Jersey's Fireman's License annual stipend. Employees hired after July 1, 1999 have up to 18 months to secure a New Jersey's Fireman's license.

This stipend shall continue from year to year unless additional increases are negotiated.

ARTICLE XIV - SCHOOL BUS DRIVERS' LICENSE AND EYE EXAM

The Board will reimburse all fees to school Bus Monitors securing an initial CDL license. The Board will also reimburse the annual license renewal fee for an employee's CDL license. In addition, the Board will reimburse the cost of an annual eye exam for all bus drivers.

All Full Time Bus Drivers shall attend a minimum of one driver training seminar per year at no cost to the employee. If the employee attends the seminar during non-working hours, the employee shall be paid \$50.00 by the Board for their attendance.

ARTICLE XV – UNIFORMS AND FOUL WEATHER GEAR

The Board shall provide three (3) uniforms per year to each employee who is required to wear uniforms.

Upon proof of purchase, the Board will reimburse each employee a total of \$150.00 per year towards the purchase of work shoes. Employees may purchase more than one pair of shoes per year, but shall only receive a maximum reimbursement of \$150.00 for the year.

Effective July 1, 2007, the Board will reimburse each employee \$100.00 upon proof of purchase of foul weather gear and shall continue from year to year, unless additional increases are negotiated.

ARTICLE XVI - INSPECTION OF VEHICLES

The Board agrees that all District vehicles utilized by bargaining unit members will undergo annual State Motor Vehicle inspection.

ARTICLE XVII - PAYMENT FOR UNUSED SICK LEAVE

Upon retirement or separation from service in the West Orange School District employees with twenty (20) years or more of service in the district will be paid for his/her unused accumulated sick leave days, up to 200 days maximum at the rate of:

Year One	(1)	of the Contract	\$ 85.00 per day to a maximum of \$17,000
Year Two	(2)	of the Contract	\$ 95.00 per day to a maximum of \$19,000
Year Three	(3)	of the Contract	\$ 105.00 per day to a maximum of \$21,000
Year Four	(4)	of the Contract	\$ 115.00 per day to a maximum of \$23,000

ARTICLE XVIII - SUBCONTRACTING

The West Orange Board of Education agrees that during the term of this contract, it will not privatize positions of custodians and maintenance personnel.

In the event that the West Orange Board of Education enters into a shared service agreement with the Township of West Orange during the term of this agreement, no more than two (2) bargaining unit employees will be terminated as a result of said agreement.

Prior to the employee's termination, the West Orange Board of Education shall make every effort to:

- a) Place the employee(s) in another bargaining unit position with the Board.
- b) Place the employee(s) in a non-bargaining unit position with the Board.
- c) Request that the Township of West Orange hire the employee(s).

All seasonal, temporary, and part-time Board employees, performing bargaining unit work shall be terminated before any full time bargaining unit employee is terminated. All terminations shall be based on seniority.

Any bargaining unit employee who is terminated, shall be placed on a two (2) year recall list. The terminated employee shall have the right to any bargaining unit job opening that occurs during the 2 year period, providing that the employee is qualified to perform the work of the open position, or can be trained in a reasonable amount of time to perform the job.

The Board further agrees to pay said employee(s) through June 30th of the school year in which their positions were effected.

Example: If the Board were to enter into an agreement effective September 1, 1999, and two (2) positions were terminated, the two employees would be guaranteed employment or full salary and benefits through June 30, 2000.

The Union shall have the right to file a grievance concerning a violation of this shared service agreement.

ARTICLE XIX - Pay Checks

Employees shall have their lunch period extended by 15 minutes on pay day for the purpose of cashing their pay checks.

ARTICLE XX - DURATION OF AGREEMENT

This Agreement shall cover the period commencing July 1, 2007 and expiring at 12:00 midnight on June 30, 2011.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their proper corporate officers and have affixed their corporate seals hereto the day and year first above written.

BOARD OF EDUCATION OF TOWNSHIP
OF WEST ORANGE, COUNTY OF ESSEX

INTERNATIONAL UNION OF OPERATING
ENGINEERS, LOCAL 68-68A-68B

PAUL PETIGROW
Board President

THOMAS P. GIBLIN
Business Manager

MARK KENNEY
Business Administrator/
Board Secretary

DENNIS J. GIBLIN
President

MICHAEL V. GANN
Recording Secretary

JAMES J. BEIRNE
Business Representative

APPENDIX A-1

1. SICK LEAVE FOR PERSONAL ILLNESS

All full-time employees shall be allowed twelve (12) days absence annually with full salary for sickness in person or quarantine. All employees shall receive credit for their accumulated days of sick leave as of June 30, 1954. Thereafter, all unused sick leave shall be added to accumulated total. Full salary shall be paid for absence due to sickness until such accumulated leave is exhausted. Thereafter, full salary shall be deducted in accordance with the method of calculating the daily rate.

2. SUPPLEMENTARY SICK LEAVE

Full-time employees shall be credited with five (5) days supplementary sick leave allowance for each year of service beginning with the 1960-61 school year, with unused days to be accumulated. Full-time employees, who have exhausted their regular sick leave, may utilize the accumulated supplementary sick leave to the extent necessary to provide total compensation of three (3) days in a month.

3. LEAVE OF ABSENCE DUE TO PERSONAL ILLNESS

Employees may request in writing a leave of absence due to illness or health reasons. Such a request shall be made to the Superintendent of Schools who shall transmit the request for Board of Education action. The Board of Education reserves the right to grant special extension of such leave in individual cases, which in its judgment, are deserving of such.

4. COMPENSABLE ABSENCE

Whenever any employee is absent from his post of duty as a result of a personal injury caused by an accident arising out of and in the course of his employment, the Board of Education shall pay to such employee the full salary or wages for the period of such absence for up to one calendar year without having such absence charged to the annual sick leave or the accumulated sick leave provided in N.J.S.A. 18A:30-2 and 18A:30-3. Salary or wage payments provided in this section shall be

made for absence during the waiting period and during the period the employee received or was eligible to receive a temporary disability benefit under Chapter 15 of Title 34 of the Revised Statutes. Any amount of salary or wages paid or payable to the employee pursuant to this section shall be reduced by the amount of any worker's compensation award made for temporary disability

5. EMERGENCY ABSENCE

In addition to leave for personal illness as defined previously, an employee may be allowed a maximum of five (5) days in any one year with full salary because of death or serious illness within the immediate family. A maximum of five (5) additional days may be granted with deduction of substitute's salary where such additional absence is necessary and unavoidable. The number of days shall be determined by the Superintendent of Schools on the merits of each individual case. Thereafter, full deduction shall be made.

SERIOUS - Shall mean an illness when the attending physician believes that the personal attention of the employee is required to assure the proper recuperation of the patient.

INTERMEDIATE -

- 1) In the case of serious illness, IMMEDIATE shall be understood to include in the family the husband, wife, father, mother, child, brother, sister and any other relative making his or her home with the employee's family.
- 2) In the case of death, IMMEDIATE shall be understood to include, in addition to the person named above in "1", the following: mother-in-law, father-in-law, sister-in-law, and brother-in-law.

If in the case of death of a relative of the second degree, or close friend, absence of one full day may be allowed with full pay. Thereafter, full deduction shall be made.

Relative of the second degree - shall be understood to include aunt, uncle, grandparent, nephew, niece and cousin.

6. PERSONAL BUSINESS

An application for absence for personal business shall be made, in writing, at least three (3) school days prior to the time of absence, if possible, to the building principal, who will authorize the absence.

Three (3) days of personal leave, with full pay, are permissible without explanation where a substantial hardship exists. Thereafter, full deduction shall be made for personal business which has been explained to, and approved by, the principal.

Effective 7/1/91 all personal leave days not used by an employee during a work year will be converted to sick leave days at the end of the work year and added to the employee's accumulated sick leave.

APPENDIX A-2

2007-2011 SALARY GUIDES

MAINTENANCE

Step	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
2	37,850	38,000	38,150	38,900
3	38,900	40,050	41,000	41,500
4	39,700	39,800	41,100	42,000
5	40,900	41,250	41,500	43,000
6	41,900	42,400	43,000	44,000
7	44,000	44,300	47,000	48,000
8	46,500	47,500	49,000	51,000
9	51,105	52,105	53,000	53,000
10	53,955	54,955	56,500	57,000
11	55,573	57,573	58,573	60,000
12	57,473	59,273	61,073	62,873

Employees not at maximum shall advance one step each year of the contract.

CUSTODIANS

Step	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
4	31,000	31,150	31,300	32,000
5	32,000	32,000	32,500	33,500
6	32,975	33,000	33,500	34,500
7	33,500	33,850	34,200	35,200
8	34,275	35,175	35,500	36,225
9	36,150	36,300	37,000	37,100
10	38,810	38,160	38,300	38,500
11	40,047	40,000	40,160	40,300
12	42,356	43,000	43,950	43,000
13	46,509	47,909	49,309	50,709

Employees not at maximum shall advance one step each year of the contract.

UTILITY

Step	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
2	31,750	31,900	32,050	32,750
3	32,750	32,850	33,500	34,000
4	33,700	33,800	34,200	35,000
5	34,700	34,800	35,000	36,500
6	35,750	36,450	37,000	37,500
7	36,375	37,100	39,000	41,000
8	41,925	43,925	44,925	43,000
9	45,005	47,005	49,000	51,000
10	48,600	50,000	51,400	52,900

Employees not at maximum shall advance one step each year of the contract.

FULL-TIME BUS DRIVERS

Step	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
2	29,740	30,150	30,300	31,000
3	30,890	31,000	32,000	33,000
4	31,900	32,000	33,000	35,000
5	33,330	33,830	35,830	37,000
6	34,020	34,720	36,720	40,000
7	35,800	36,642	38,642	41,500
8	38,745	38,745	40,500	42,500
9	39,165	41,065	43,500	45,500
10	40,634	44,134	45,000	47,500
11	46,717	48,217	49,717	51,217

Employees not at maximum shall advance one step each year of the contract.

The salary presented in this guide are for a twelve month work year. Drivers who work a ten month year will be paid pro rata.

ELEMENTARY SCHOOL HEAD CUSTODIANS

Step	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
10	45,250	45,400	45,550	46,250
11	49,500	51,500	52,000	54,000
12	52,275	53,875	55,475	57,075

MIDDLE SCHOOL HEAD CUSTODIAN

Step	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
9	46,050	46,200	46,350	47,050
10	48,000	52,000	53,000	55,000
11	53,171	54,871	56,571	58,271

HIGH SCHOOL HEAD CUSTODIAN

Step	<u>2007-08</u>	<u>2008-09</u>	<u>2009-10</u>	<u>2010-11</u>
10	47,250	47,400	47,550	48,250
11	51,900	53,900	55,000	57,000
12	53,907	55,707	57,507	59,307

APPENDIX A-3
DENTAL COVERAGE

The Dental Insurance program is based upon the Usual, Customary and Reasonable (UCR) Fee Concept.

Co-Payment Preventive and Diagnostic	100%
Remaining Basic Services:	100%
Prosthodontic Benefits: (including crowns, inlays, and gold restorations)	70/30
Orthodontic Benefits:	50/50

The maximum amount payable by the insurance carrier for the above dental services provided an eligible patient in any calendar year, excluding Orthodontic Benefits, will be \$2,500.00.

Orthodontic Benefits are subject to an \$800.00 maximum per case, which is separate from the \$2,500.00 maximum payable to Basic and Prosthodontic Benefits.