

**EMPLOYMENT AGREEMENT**

**between**

**BOARD OF EDUCATION OF THE  
SCHOOL DISTRICT OF THE CHATHAMS**

**and**

**LOCAL 68 OF THE  
INTERNATIONAL UNION OF OPERATING ENGINEERS**

**July 1, 1995 to June 30, 1998**

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**AGREEMENT**

**between**

**BOARD OF EDUCATION OF THE  
SCHOOL DISTRICT OF THE CHATHAMS**

**and**

**LOCAL 68 OF THE  
INTERNATIONAL UNION OF OPERATING ENGINEERS**

**ARTICLE I            TERM OF CONTRACT**

The term of this contract shall be for three (3) years commencing July 1, 1995 and terminating on June 30, 1998.

**ARTICLE II           SALARY, LONGEVITY AND NIGHT DIFFERENTIAL**

**A.        SALARY**

All Bargaining Unit employees shall receive the following salary increases:

July 1, 1995:	3.1% Increase to Base Salary
July 1, 1996:	3.0% Increase to Base Salary
July 1, 1997:	2.9% Increase to Base Salary

**B.        LONGEVITY**

To qualify for longevity, employees must be employed by the district based on the following schedule:

15 Years Service .....	\$1,000
20 Years Service .....	\$1,500
25 Years Service .....	\$2,000

**C.        NIGHT DIFFERENTIAL**

A non-cumulative stipend of \$1100 will be added to the base salary of employees who are assigned to the night shift.

**ARTICLE III           UNION RECOGNITION CLAUSE**

The Board of Education of the School District of the Chathams hereby recognizes Local 68 I.U.O.E. as the exclusive and sole representative for collective negotiations concerning salaries, hours, grievances, and all other terms and conditions of employment for all Head Custodians, Custodians, and Maintenance Employees.

Unless otherwise indicated, the term "Employees" when used in this Agreement, refers to all persons represented by Local 68 I.U.O.E. in the defined negotiating unit.

#### ARTICLE IV

#### MEMBERSHIP CLAUSE AND BARGAINING UNIT WORK

##### A. MEMBERSHIP CLAUSE

All current permanent employees and any permanent employees who are hired during the term of this agreement may become and remain members of Local 68 I.U.O.E. The Board or any of its staff shall not interfere with or discourage either the solicitation of membership by Local 68 or the maintenance of membership in Local 68 by any of its employees in this unit.

##### B. BARGAINING UNIT WORK

Supervisors shall not perform the work of employees in this unit, except in the case of emergency, or when employees are not available to work. However, supervisors can and will work with employees for supervisory purposes, the result of which will not cause a reduction in union work or the curtailment of authorized overtime.

#### ARTICLE V

#### AGENCY SHOP CLAUSE

The Board agrees to deduct the sum of eighty-five percent (85%) of the rate of Local 68 Union Dues from each and every non-union member of the bargaining unit represented by Local 68 and shall remit this Agency Shop fee to Local 68 on a monthly basis.

The Board agrees to deduct and transmit the Agency Shop fee of 85% from all employees with the title of per diem or part-time custodian.

All "Seasonal Employees," i.e. summer help, are exempt from this provision.

#### ARTICLE VI

#### UNION DUES/INITIATION FEE DEDUCTIONS

The Board agrees to deduct and transmit monthly membership dues and other proper assessments from the earned wages or salaries of each employee. The total monthly amount so deducted shall be forwarded each month to Local 68, no later than the 15th of the following month.

The Board agrees to deduct Initiation fees from new employees covered by this agreement. The Union shall provide signed authorization from the employee to the Board, concerning the deduction of Initiation fees. Deduction of Initiation fees shall begin within two (2) pay periods after receipt of the Initiation fee authorization form by the Board.

The Board agrees to deduct the Initiation fee in four (4) equal installments, one installment in each of four (4) consecutive pay periods and shall remit deducted fees to Local 68 by the established Dues Deduction procedures.

## ARTICLE VII GRIEVANCE PROCEDURE

### Definitions

The term "grievance" is a claim by an employee or Local 68 based upon the interpretation, application, or violation of this agreement or relating to policies or administrative decisions affecting an employee or a group of employees. The following matters are expressly excluded from the definition of a grievance:

- challenge to evaluation of work performance

These evaluations may not be submitted through the grievance procedure nor may they be submitted to arbitration in accordance with the provisions herein.

The term "aggrieved person" or "grievant" is the person or persons of Local 68 making the complaint.

Step 1: The aggrieved employee or employees must present the grievance in writing to the First Line Supervisor through the Shop Steward within fifteen (15) working days after knowledge of the reason for the grievance has occurred, except that no time limit shall apply in case of violation of wage provisions of this Agreement. If a satisfactory settlement is not reached with the First Line Supervisor within five (5) working days, the grievance may be appealed to Step 2.

Step 2: The Union Business Representative shall then take the matter up, within ten (10) working days with the School Business Administrator or someone with authority to act upon such a grievance. A decision must be made within fifteen (15) working days in writing.

Step 3: If no satisfactory settlement can be agreed upon, the Union Business Representative shall then take the matter up within ten (10) working days with the Superintendent of Schools. A decision must be made within fifteen (15) working days in writing.

Step 4: If no satisfactory settlement can be agreed upon, the Union Business Representative shall then take the matter up with the Board of Education at the next regularly scheduled Board meeting.

Step 5: If no satisfactory settlement can be agreed upon, the matter may be referred to the New Jersey Mediation and Conciliation Service for arbitration. After the Service submits a list of Arbitrators to the Union and the Employer, they shall reply with their preferred selection no later than twenty (20) working days after receipt of such list.

The arbitrator shall not have the authority to amend or modify this Agreement or establish new terms or conditions under this Agreement. The opinion and award of the arbitrator shall contain specific findings of fact and a full rationale for the conclusion(s) reached.

A mutual settlement of the grievance pursuant to the procedures set forth herein and/or a decision of the Arbitrator will be final and binding on all parties and the employees involved.

The expense of the Arbitrator selected or appointed shall be borne equally by the Employer and the Union.

The Local Union, or its authorized representative, shall have the right to examine time sheets and any other records pertaining to the computation of compensation of any individual or individuals whose pay is in dispute or records pertaining to a specific grievance.

## ARTICLE VIII

## LEAVES

### A. SICK LEAVE ALLOWANCE

1. Ten (10) month employees will receive ten (10) days sick leave per year, with full pay.
2. Twelve (12) month employees will receive twelve (12) days sick leave per year, with full pay.
3. Any unused portion of the yearly sick leave allowance for a given employee (but not more than ten days for ten-month employees and twelve days for twelve-month employees) shall be cumulative without limit for absences because of illness.

### B. FAMILY ILLNESS LEAVE

For absence due to serious illness of any relative in the employee's immediate family, or a relative for whom one is responsible, full pay will be granted for not more than five (5) days in each year. Immediate family shall include father, mother, spouse, spouse's father or mother, child, brother, sister, or any relative residing in the immediate household.

### C. DEATH OF CLOSE RELATION

Absences because of death in the employee's immediate family (as defined in "B" above in this contract) or because of death of another relative, including grandfather, grandmother, grandchild, father-in-law, mother-in-law, or anyone making his/her home with the employee's family and regarded as a member of the family, shall be allowed with full pay for a period of up to five (5) days.

### D. PERSONAL BUSINESS LEAVE

1. Maximum allowance of up to three (3) days leave of absence in any one year. Important personal business which cannot be attended to other than during work hours shall be allowed without loss of pay, upon one week's prior notice, whenever possible, with sufficient reason to the appropriate supervisor.
2. Employees would be allowed to carry over one (1) day into the following year for a maximum accumulation of four (4) days.
3. All remaining unused personal business days would be applied to the Terminal Severance Pay Benefit as described in Article IX.

### E. DISABILITY LEAVE

Disability leave shall be defined as leave taken by a person steadily employed by the district who is absent from his or her post of duty because of personal disability due to illness or injury.

An employee who is ill or claims disability leave of more than five consecutive days shall submit a physician's statement indicating the reason he or she cannot perform the duties of his/her position and the anticipated duration of his/her disability.

All employees who anticipate disability such as childbirth, shall report that status to the district as soon as known, and submit a physician's statement to certify their continuing fitness. Where the date on which disability will actually commence cannot be fixed with accuracy, as in normal childbirth, the staff member shall normally leave district employment for the last four weeks before the projected disability date so that adequate substitutes can be procured with certainty as to the date upon which their employment will begin. Any employee choosing to continue working beyond the eighth month of pregnancy must submit medical evidence attesting to her physical ability to perform her duties without threat to her health. In such cases, leave will commence at the time of actual disability.

## ARTICLE IX

### TERMINAL SEVERANCE PAY

Terminal severance pay will be granted to persons who retire directly from employment in the School District of the Chathams and are eligible and qualify for State retirement benefits and/or who have served for twenty (20) or more years in Chatham.

- A. \$20.00 per day for unused sick leave acquired during employment in the School District of the Chathams.
- B. \$20.00 per day for unused personal business days (maximum 2 days per year) acquired during employment in the School District of the Chathams.
  - Accrual of unused business days for former Township employees became effective 7/1/79.
  - Accrual of unused business days for former Borough employees became effective 7/1/88.
- C. In the event that an employee dies while in the service of the School District of the Chathams, his/her unused sick days and personal business days will be reimbursed based on the qualifications and amounts indicated above.

## ARTICLE X

### PROBATIONARY PERIOD

All newly-hired employees will be placed on a probationary period of 90 days during which time they will be paid per diem based on their annual salary.

## ARTICLE XI

### WORK YEAR/WEEK/DAY

#### Work Year:

The 12 month work year for all employees shall be from July 1st through June 30th.

#### Work Week:

The regular work week for all employees shall begin on Monday and end on Friday and consist of five (5) consecutive workdays. However, by mutual agreement by the Board and employee, an employee may work a shift that does not consist of 5 consecutive workdays.



Work Day:

The work day for all employees shall be eight (8) hours, inclusive of one-half (1/2) hour for lunch.

If the Board of Education, through its Administration, decides to change any employee's shift (hours of work or days of work), the Administration will give the employee at least one week notification. The Board reserves the right to create at some future date a work shift other than Monday through Friday based on the needs of the district.

In the event that the Board wishes to change the days of work or work hours of any bargaining unit position, the Board will first ask for volunteers from the bargaining unit employees working at the school or maintenance shop. If there are no volunteers, the employees working at the school, (excluding the Head Custodian) or in the maintenance shop, shall each be required to work the new shift on an equal rotating basis, by seniority.

**ARTICLE XII**

**STEWARD/UNION BUSINESS**

If Local 68 I.U.O.E. duly authorizes a member from the bargaining unit to represent it during a formal hearing of grievances, and if such hearings of grievances should take place during regular working hours of said representative, that representative shall be excused from duty without loss of pay, for such time as may be necessary to hear the grievance.

All employees who are members of Local 68 Negotiating Committee and are scheduled to work during the hours of scheduled negotiations, shall be allowed to make up the amount of time spent on negotiations. The supervisor will consult with the employee regarding the development of a make-up work time schedule which will be shared with the employee five (5) days prior to implementation.

Local 68 shall have access, through the appropriate supervisor, to documentation relating to any grievance involving a member of the bargaining unit.

Subject to permission in advance by the appropriate supervisor, an authorized representative of Local 68 I.U.O.E. shall have access during working hours to all facilities in which employees covered by this agreement work, for the purpose of adjusting grievances and negotiating the settlement of disputes.

**ARTICLE XIII**

**HOLIDAY SCHEDULE**

**A. HOLIDAYS (1995-96)**

Fourth of July .....	July 4, 1995
Labor Day .....	September 4, 1995
Rosh Hashanah .....	September 25, 1995
Yom Kippur .....	October 4, 1995
Thanksgiving & Day After .....	November 23-24, 1995
Christmas .....	December 25, 1995
New Year's Day .....	January 1, 1996
Martin Luther King .....	January 15, 1996
President's Day .....	February 19, 1996
Good Friday .....	April 5, 1996
Memorial Day .....	May 27, 1996

**B. PAID HOLIDAYS**

Holidays to be consistent with the established school calendar for 1995/96, 1996/97, and 1997/98, but not to exceed twelve (12) holidays. If the Board does not schedule 12 holidays, the employees would receive the excess as "Floating Holidays" with days taken subject to prior approval of the building principal or supervisor.

**ARTICLE XIV****VACATION DAYS**

All current Bargaining Unit Employees shall continue to receive the same vacation benefit as outlined in Schedule A listed below.

All Bargaining Unit Employees hired after the execution of this new contract shall be entitled to the vacation benefit outlined in Schedule B also listed below.

**Schedule A (Current Employees):**

<u>Years of Service</u>	<u>Entitled Vacation Days</u>
1 - 3	10 Days
4 - 10	15 Days
10+	22 Days

**Schedule B (Employees Hired After Contract Execution Date):**

<u>Years of Service</u>	<u>Entitled Vacation Days</u>
1 - 4	10 Days
5 - 11	15 Days
11+	22 Days

Employees shall be permitted to schedule their vacation during the work year with approval of the building principal or supervisor.

**ARTICLE XV****OVERTIME**

- A. Custodial and Maintenance overtime will be assigned on a rotating basis with prior approval of the Business Administrator in conjunction with the individual's immediate supervisor. Overtime will consist of hours worked in excess of a 40 hour week. Rate of compensation for overtime hours will equal time and a half pay with the exception of Sunday and Holidays when the rate of pay will be double time.
- B. An "Overtime List" shall be established for the fair and equal distribution of overtime work.

**ARTICLE XVI CALL-IN PAY**

Any employee who is called into work shall receive a minimum of four (4) hours pay of time and one-half the employee's hourly rate, except if the call-in work is contiguous with regular shift hours starting at 5:00 AM; then, pay will be limited to actual hours worked.

However, if an employee is called into work as a result of his/her oversight, the employee shall not be compensated. If the employee responsible for the oversight cannot be reached, another employee shall be called in and receive a minimum of 2 hours pay at time and one-half the employee's hourly rate.

Oversight shall be defined as leaving open a window or a door and/or in some other way failing to secure a building.

**ARTICLE XVII BREAK/WASH-UP TIME****A. Break Time**

All employees shall receive the following breaks:

- One (1) fifteen (15) minute break in the morning
- One (1) fifteen (15) minute break in the afternoon

**B. Wash-up Time**

All employees shall be granted fifteen (15) minutes wash-up time for the purpose of cleaning up before leaving work every day.

**ARTICLE XVIII TRANSPORTATION REIMBURSEMENT**

Whenever it is necessary for an employee to use his/her own vehicle for school business, the employee shall be compensated at the standard rate recognized by the I.R.S. for reimbursement.

**ARTICLE XIX LICENSE STIPEND**

Employees who are in possession of a Black Seal Boiler License shall receive a stipend of \$300. This stipend shall be paid by September 1st of each contract year to all employees holding a valid license.

**ARTICLE XX JURY DUTY/MILITARY DUTY****A. Jury Duty**

All employees called to jury duty shall receive their full salary and benefits from the Board while serving, minus money received from the court.

B. Military Duty

Any employee who is called to Active Reserve Duty shall receive his/her salary and benefits while serving, less his/her military pay.

**ARTICLE XXI**

**EMPLOYEE EVALUATION**

The employee evaluation procedure used by the Board will be added to the contract for informational purposes only. Employees will be evaluated by May 31st of each year.

**ARTICLE XXII**

**WORKING AT A HIGHER JOB CLASSIFICATION**

Any employee not presently employed as a Head Custodian who works as a Head Custodian for eight (8) hours or more shall receive a salary adjustment of \$30.00 per day (as long as serving as Head Custodian).

Any employee who serves as Supervisor of Buildings and Grounds for five (5) hours or more in a day shall receive a salary adjustment of \$50.00 per day for each day he/she serves in that capacity.

**ARTICLE XXIII**

**JOB OPENINGS**

All bargaining unit job openings shall be posted in all schools and buildings. The job posting shall remain posted for seven (7) working days. All employees shall have the right to apply for all openings.

The Board will send a copy of all job openings to Local 68.

**ARTICLE XXIV**

**UNIFORMS**

- A. All employees shall receive the uniform allotment of five (5) complete sets per year.
- B. The Board will provide either a pair of steel-tipped work shoes or a winter jacket up to a maximum cost of \$100.
- C. The Board agrees to provide coveralls to employee on an as-needed basis.
- D. Employees must report to work wearing uniforms. Employees who report to work not in uniform will be sent home and wages will be deducted for time not on the job.
- E. Uniforms shall be provided by September 1st of each year.

**ARTICLE XXV**

**SENIORITY/EMPLOYMENT SECURITY**

A. Seniority is defined as the length of continuous service with the Board, within the bargaining unit, from the employee's date of hire.

B. Employment Security

If employees in this bargaining unit are affected by a reduction in the work force, the Board agrees to lay off employees in the reverse order of seniority.

If the Board recalls a laid off employee, the employee shall maintain his/her previous seniority.

**ARTICLE XXVI**

**TUITION REIMBURSEMENT**

The Board shall reimburse, at the following rates, fees for approved courses taken by the employee that are directly job-related.

- 100% if the district sends the employee for training or course work.
- 75% if the employee wishes to attend a training session or course with the approval of the Assistant Superintendent.

**ARTICLE XXVII**

**HEALTH INSURANCE**

The Board will provide 100% of the cost of medical and dental insurance plans specified below, or other equivalent, for employees covered by this Agreement:

New Jersey State Health Benefits Program  
Delta Dental Plan of New Jersey, Inc.

In addition, the Board will pay 100% of the cost for dental insurance for the employee's eligible family members and 95% of the employee's dependent medical insurance cost.

The Union and the Board agree to reopen the contract for the sole purpose of discussing proposed changes to the Health Insurance program for the period covering July 1, 1997 through June 30, 1998 only. The Board agrees to notify the Union in writing prior to July 1, 1997 if it wishes to reopen the contract to discuss the Health Insurance. In the event that the Board does not notify the Union prior to July 1, 1997, this provision becomes null and void and the contract shall not be reopened unless both parties agree in writing.

**ARTICLE XXVIII**

**MEAL ALLOWANCE**

All employees who work in excess of ten (10) consecutive hours on snow removal or a declared emergency, shall be entitled to receive a \$10.00 meal allowance.

**ARTICLE XXIX EYEGLASSES**

Any employees who damage or break their eyeglasses or prescription safety glasses while in the performance of their job with the Board, shall be fully reimbursed by the Board for the purchase of new glasses.

**ARTICLE XXX NIGHT CUSTODIAN/LEAD PERSON TITLE**

A night custodian lead person title for the High School shall be created. The lead person shall receive \$1,000 salary increase to his/her base salary.

**ARTICLE XXXI ASBESTOS ABATEMENT TRAINING/DIFFERENTIAL**

The Board would provide training for asbestos abatement to all employees on a volunteer basis.

All employees who successfully complete the training program would receive a ten percent (10%) salary differential added to their base salary for all hours they perform this work.

**ARTICLE XXXII CDL BUS DRIVER LICENSE**

Any employee required by the Board to perform bus runs would receive a \$100 stipend per year. This stipend shall be paid by September 1st of each year to employees holding a valid license.

**ARTICLE XXXIII SUB-CONTRACTING**

The School District of the Chathams agree that during the term of this contract, no work or service of any kind, nature, or type covered by, or hereafter assigned to the Custodian and Maintenance employees shall be subcontracted, leased, assigned, or conveyed in whole or in part to any other work location, person, corporation or company unless otherwise agreed in writing between the School District of the Chathams and the Union. This language will not prevent the School District of the Chathams from contracting out work as it has in the past.

**SALARY GUIDE (1995/96, 1996/97, 1997/98)**

**CUSTODIANS**

	CATEGORY II Head Custodians (High School)			CATEGORY III Head Custodians (Elementary)			CATEGORY IV Custodians		
	1995/96	1996/97	1997/98	1995/96	1996/97	1997/98	1995/96	1996/97	1997/98
A	22,582	22,582	22,582	21,504	21,504	21,504	19,565	19,565	19,565
B	23,282	23,282	23,282	22,171	22,171	22,171	20,172	20,172	20,171
C	24,271	23,981	23,981	23,113	22,836	22,836	21,028	20,777	20,777
D	25,877	24,999	24,676	24,633	23,806	23,498	22,402	21,659	21,379
E	27,490	26,653	25,724	26,181	25,372	24,497	23,802	23,074	22,287
F	29,115	28,314	27,426	27,739	26,967	26,107	25,218	24,516	23,743
G	30,849	29,989	29,135	29,390	28,571	27,749	26,717	25,975	25,227
H	32,689	31,774	30,859	31,140	30,271	29,400	28,309	27,519	26,728
I	34,634	33,670	32,695	32,996	32,075	31,149	29,994	29,158	28,317
J	36,699	35,673	34,646	34,963	33,986	33,005	31,782	30,894	30,004
K	38,888	37,800	36,708	37,049	36,012	34,972	33,673	32,735	31,790
L	41,210	40,055	38,897	39,257	38,160	37,057	35,681	34,684	33,684
M		42,446	41,217	40,435		39,267	36,751		35,690
N			43,677			41,608			37,817

**NOTES**

(1) Night Differential: Additional \$1100 Stipend

(2) 15 Years District Service: \$1,000

20 Years District Service: \$1,500

25 Years District Service: \$2,000

**SALARY GUIDE (1995/96, 1996/97, 1997/98)**

**MAINTENANCE & GROUNDS  
CATEGORY V**

	1995/96	1996/97	1997/98
A	22,582	22,582	22,582
B	23,282	23,282	23,282
C	24,271	23,980	23,981
D	25,877	24,999	24,676
E	27,490	26,653	25,724
F	29,115	28,315	27,426
G	30,849	29,988	29,136
H	32,689	31,774	30,858
I	34,634	33,670	32,696
J	36,699	35,673	34,646
K	38,888	37,800	36,708
L	41,210	40,055	38,896
M		42,446	41,216
N			43,677

**NOTES**

(1) Night Differential: Additional \$1100 Stipend

(2) 15 Years District Service: \$1,000

20 Years District Service: \$1,500

25 Years District Service: \$2,000



BOARD OF EDUCATION  
SCHOOL DISTRICT OF THE CHATHAMS

By Jane Gibney  
Jane Gibney, President

Date: June 26, 1995

ATTEST:

Vincent D. Yaniro  
Vincent D. Yaniro, Secretary

Date: June 26, 1995

LOCAL 68 OF THE INTERNATIONAL  
UNION OF OPERATING ENGINEERS

By Vincent J. Giblin  
Vincent J. Giblin,  
Business Manager

By Thomas P. Giblin  
Thomas P. Giblin, President

By Robert Masterson  
Robert Masterson,  
Business Representative

Date: June 26, 1995

ATTEST:

[Signature]

Shawn M. Bucci